### ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT EQUIPMENT AND PROCUREMENT DIVISION BID INVITATION

Contract Number:	H-13-154R		BID OPENING AHTD Equipme		MAIL TO: AHTD Equipment &	<b>DELIVER TO:</b> AHTD Equipment &
	h 27, 2013 Time:	11:00 p.m.	Procurement D 11302 West Ba Little Rock, AR	seline Road	Procurement Division P.O. Box 2261 Little Rock, AR 72203	Procurement Division 11302 West Baseline Road
Sealed bids for furnishing the co	mmodities and/or services de -noted bid opening date and t	scribed below, subjectime, and then public	ly opened at the ab	ove-noted bid or	his bid invitation will be recei	ived at the above-noted mail and be submitted on this form, with
••••	<u> </u>			<u> </u>	h any and all items upon which	h prices are quoted, at the price set
Company Name:			_ Name (1	ype or Print):_		_
Address:			Title:			
			_ Phone:_		Fax:	
City:	State:	Zip:	_ E-Mail:_			
Federal Tax ID or Social Secur	rity No.:		_ <b>Signatu</b> Signature	re: must be original	(not photocopied) and in ink.	Unsigned bids will be rejected.
Job No.: 8-570 Job Name: I-40: F Route: I-40	Ope County Line - Pula Section: 31 & 32	, P.O. Box 70, Faski County Line L <b>og Mile:</b> 98.	Russellville, AR	72801 (50	•	
Total Acreage per Cycle =	(First Cycle) (Second Cycle) (Third Cycle)	575.34 580.44 625.47				
Bid prices shall include all	costs of performing thi	s contract, but s	hall <u>exclude ta</u>	xes (See Con	dition 4).	
Removal and Dispo	sal of Litter			Pr	ice per Acre \$	
Mowing and Trimm	ing of Highway Right-o	of-Way		Pr	ice per Acre \$	
TOTAL				Total Pr	ice Per Acre \$	
BIDS WILL BE CONSIL Bid Bond in the amount of not acceptable as Bid Bo bidder prior to providing g page 2. Person to contact in case o NAME	f \$500.00 required of a onds. See Condition 3 goods/services. Person	Il bidders at time on page 2. Po nal and comparatractor's operat	e of bid openin erformance Bo y checks are	ond in the ar	nount of <b>\$500.00</b> will le as Performance Bo	be required of successful
	TWO SIGNED O	COPIES OF BI	D INVITATIO	N MUST B	E SUBMITTED	_

### STANDARD BID CONDITIONS

### H-13-154R

- 1. **ACCEPTANCE AND REJECTION:** The Arkansas State Highway and Transportation Department (AHTD) reserves the right to reject any or all bids, to accept bids in whole or in part (unless otherwise indicated by bidder), to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications where efficiency of operation will not be impaired, and to award bids to best serve the interest of the State.
- 2. **PRICES:** Unless otherwise stated in the Bid Invitation, the following will apply: (1) unit prices shall be bid, (2) prices should be stated in units of quantity specified (feet, each, lbs., etc.), (3) prices must be F.O.B. destination specified in bid, (4) prices must be firm and not subject to escalation, (5) bid must be firm for acceptance for 30 days from bid opening date. In case of errors in extension, unit prices shall govern. Discounts from bid price will not be considered in making awards.
- BID BONDS AND PERFORMANCE BONDS: If required, a Bid Bond in the form of a cashier's check, certified check, or surety bond issued by a surety company, in an amount stated in the Bid Invitation, must accompany bid. Personal and company checks are not acceptable as Bid Bonds. Failure to submit a Bid Bond as required will cause a bid to be rejected. The Bid Bond will be forfeited as liquidated damages if the successful bidder fails to provide a required Performance Bond within the period stipulated by AHTD or fails to honor their bid. Cashier's checks and certified checks submitted as Bid Bonds will be returned to unsuccessful bidders; surety bonds will be retained. The successful bidder will be required to furnish a Performance Bond in an amount stated in the Bid Invitation and in the form of a cashier's check, certified check, or surety bond issued by a surety company, unless otherwise stated in the Bid Invitation, as a guarantee of delivery of goods/services in accordance with the specifications and within the time established in the bid. Personal and company checks are not acceptable as Performance Bonds. In some cases, a cashier's check or certified check submitted as a Bid Bond will be held as the Performance Bond of the successful bidder. Cashier's checks or certified checks submitted as Performance Bonds will be refunded shortly after payment has been made to the successful bidder for completion of all terms of the bid; surety bonds will be retained. Surety bonds must be issued by a surety company authorized to do business in Arkansas, and must be signed by a Resident Local Agent licensed by the Arkansas State Insurance Commissioner to represent that surety company. Resident Agent's Power-of-Attorney must accompany the surety bond. Certain bids involving labor will require Performance Bonds in the form of surety bonds only (no checks of any kind allowed). In such cases, the company issuing the surety bond must comply with all stipulations herein and must be named in the U. S. Treasury listing of companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies. Any excess between the face amount of the bond and the underwriting limitation of the bonding company shall be protected by reinsurance provided by an acceptable reinsuring company. Annual Bid and Performance Bonds on file with E & P Division must have sufficient unencumbered funds to meet current bonding requirements, or the bid will be rejected, unless the balance is submitted as set forth above, prior to bid opening.
- 4. **TAXES:** The AHTD is not exempt from Arkansas State Sales and Use Taxes, or local option city/county sales taxes, when applicable, and bidders are responsible to the State Revenue Department for such taxes. These taxes should not be included in bid prices, but where required by law, will be paid by the AHTD as an addition thereto, and should be added to the billing to the AHTD. The AHTD is exempt from Federal Excise Taxes on all commodities except motor fuels; and excise taxes should not be included in bid prices except for motor fuels. Where applicable, tax exemption certificates will be furnished by the AHTD.
- 5. "ALL OR NONE" BIDS: Bidders who wish to bid "All or None" on two or more items shall so stipulate on the face of bid sheet; otherwise, bid may be awarded on an individual item basis.
- 6. **SPECIFICATIONS:** Complete specifications should be attached for any substitution or alternate offered, or where amplification is necessary. Bidder's name must be placed on all attachments to the bid.
- 7. **EXCEPTIONS TO SPECIFICATIONS:** Any exceptions to the bid specifications must be stated in the bid. Any exceptions to manufacturer's published literature must be stated in the bid, or it will be assumed that bidder is bidding exactly as stated in the literature.
- 8. **BRAND NAME REFERENCES:** All brand name references in bid specifications refer to that commodity or its equivalent, unless otherwise stated in Bid Invitation. Bidder should state brand or trade name of item being bid, if such name exists.
- 9. **FREIGHT:** All freight charges should be included in bid price. Any change in common carrier rates authorized by the Interstate Commerce Commission will be adjusted if such change occurs after the bid opening date. Receipted common carrier bills that reflect ICC authorized rate changes must be furnished.
- 10. **SAMPLES, LITERATURE, DEMONSTRATIONS:** Samples and technical literature must be provided free of any charge within 14 days of AHTD request, and free demonstrations within 30 days, unless AHTD extends time. Failure to provide as requested within this period may cause bid to be rejected. Samples, literature and demonstrations must be substantially the same as the item(s) being bid, unless otherwise agreed to by AHTD. Samples that are not destroyed will be returned upon request at bidders expense. Samples from successful bidders may be retained for comparison with items actually furnished.
- 11. **GUARANTY:** Unless otherwise indicated in Bid Invitation, it is understood and agreed that any item offered or shipped on this bid shall be newly manufactured, latest model and design, and in first class condition; and that all containers shall be new, suitable for storage or shipment and in compliance with all applicable laws relating to construction, packaging, labeling and registration.
- 12. **BACKORDERS OR DELAY IN DELIVERY:** Backorders or failure to deliver within the time required may constitute default. Vendor must give written notice to the AHTD, as soon as possible, of the reason for any delay and the expected delivery date. The AHTD has the right to extend delivery if reasons appear valid. If reason or delivery date is not acceptable, vendor is in default.
- 13. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by AHTD after delivery. Default in promised delivery or failure to meet specifications authorizes the AHTD to cancel award or any portion of same, to reasonably purchase commodities or services elsewhere and to charge full increase, if any, in cost and handling to defaulting vendor. Applicable bonds may be forfeited.
- 14. **ETHICS:** "It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a State contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business." (Arkansas Code, Annotated, Section 19-11-708).

### Arkansas State Highway and Transportation Department Contract for the Removal and Disposal of Litter and

### Mowing and Trimming of Highway Right-of-Way BID INFORMATION

CONTRACT NO. H-13-154R
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- 1. The Arkansas State Highway and Transportation Department (hereinafter referred to as the "Department") will enter into a contract with the successful bidder (also referred to as the "Contractor") to furnish requirements for Removal and Disposal of Litter and Mowing and Trimming of Highway Right-of-Way for the period set forth in Bid Invitation, with provision to extend annually upon mutual agreement of the parties.
- 2. Successful bidder must be covered by Workman's Compensation Insurance, and Public Liability and Property Damage Insurance in the minimum amount of \$1,000,000 per occurrence and a general aggregate limit of at least \$2,000,000. Valid Certificate of Insurance including name of insurance agent and agent's telephone number must be furnished to the Department within 10 days of notice of award of the contract, if not already on file. Failure to provide such certification in a timely manner may result in cancellation of award and/or forfeiture of Bid Bond. Contractor will not be permitted to work until proper certification has been provided to the Department. Once proper certification has been provided, Contractor is responsible to provide timely information to the Department regarding any change, update, modification, renewal or cancellation of the required insurance during the contract term or any extension thereto.
- 3. Successful bidder is solely responsible for damages to persons and vehicles or other property (including that of the State) while fulfilling the requirements of this contract. No agency, board or commission of the State of Arkansas (including the Department and the Arkansas Highway Commission) assumes any liability whatsoever for damages caused by the Contractor. All such claims must be handled by Contractor and Contractor's insurance company. Contractor is expected to handle any claim arising from activities in fulfillment of this contract in a prompt and timely manner. Bidder shall furnish the name, address and phone number of the person (Contractor or designated employee) to be contacted in case of questions regarding damages resulting from Contractor's operations in fulfillment of this contract.
- 4. Successful bidder shall notify the Department immediately if unable to begin or complete work in accordance with specifications. If Contractor cannot resolve the problems and fulfill contract obligations in a manner and time frame agreeable to the Department, the Department shall have the option of canceling the contract effective immediately and/or deducting the cost of completion of the work from any amount due the Contractor.
- 5. All work under this contract is subject to inspection and acceptance by the Department. Payment will be made only for work completed and accepted. No advance payment is permitted. Work completed and accepted under this contract shall be paid for at the price bid per acre (plus applicable state and local taxes, listed separately on invoice) and shall be full and complete compensation for furnishing all labor, tools, equipment and incidentals necessary to fulfill the contract requirements in a satisfactory and proper manner.
- 6. Invoicing may be submitted for payment no less than every two (2) weeks during each cycle for work completed and accepted. Applicable taxes must be listed separate from price per acre on invoice. Invoicing shall be submitted to the District Office listed on the Bid Invitation.
- 7. Failure of Contractor to comply with any provisions of this contract may result in termination of the contract, prohibition of bidding on subsequent contracts, and other remedies provided by law. This contract is expressly subject to termination by the Department, for cause, upon giving the Contractor 30 days notice of intent, with reasons, to terminate.
- 8. Successful bidder is responsible for paying all involved employees, subcontractors, suppliers, and any applicable tax entities (State of Arkansas, city, county, etc.) in a prompt and timely manner.
- 9. This contract may be extended, at the original bid prices, upon the Department's giving written notice to Contractor of desire to extend and receiving the Contractor's agreement to the extension. Expiration date of any extension shall be the anniversary date of the original award. Extension may be made on an annual basis, not to exceed the maximum number of extensions permitted by State Law.
- 10. The total acreage of this contract can be increased or decreased upon the Department giving written notice to Contractor of desire to increase or decrease and receiving the Contractor's agreement to this increase or decrease.

### ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT NOTICE OF NONDISCRIMINATION

State Highway and Transportation Arkansas (Department) complies with all civil rights provisions of statutes and related authorities that prohibit federal discrimination in programs and activities receiving federal financial assistance. Therefore the Department does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in the Department's programs and activities, as well the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed Joanna P. Nelson Section Head EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address:

joanna.nelson@arkansashighways.com.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

### District 8 CONTRACT MOWING QUANTITY SHEET First Mowing Conway County

Route 40 Section 31

								117	112	108	107	101	Exit	Interchanges	98.83	98.83	Begin LM
								1.00	1.00	1.00	0.80	1.00	Length	anges	118.40	118.40	End LM
Total										30					60	30	First Left Slope Width
230.945															142.327	71.164	First Left Slope Acres
									3								Begi
																118.40	End LM
Total								30	30	30	30	30				30	First Right Slope Width
88.618									3.636								First Right Slope Acres
															Median	71.164 Slopes	Location Comments

First Mowing

### District 8 CONTRACT MOWING QUANTITY SHEET Second Mowing Conway County

Route 40 Section 31

			98.83 - 118.4	Log Miles	Drainage		117	112	108	107	101	Exit	Interchanges	98.83	98.83	Begin LM
			1.40	Length	nage		1.00	1.00	1.00	0.80	1.00	Length	anges	118.40	118.40	End LM
Total			15				30		30	12				60	30	Second Left
233.491			2.545				3.636							142.327	71.164	Second Left
															98.83	Begin LM
															118.40	End LM
Total			15				30	30	30	30	30				30	Second Right
91.164			2.545				3.636									Secon
														Median	Slopes	d Right Acres Location Comments

### District 8 CONTRACT MOWING QUANTITY SHEET Third Mowing

Third Mowing
Conway County
Section 31

	112	108	107	101	Exit	Interchange Transitions	117	112	108	107	101	Exit	Interchanges	98.83	98.83	Begin LM
	1.00		0.80	1.00	Length	[ransitions	1.00	1.00	1.00	0.80	1.00	Length	ınges	118.40	8.40	End LM
Total		50					30	30	30	30	30			60	30	Third Mowing Left Slope Width
251.430	3.030						3.636	3.636	3.636	2.909	3,636			142.327		Third Mowing Left Slope Acres
															98.83	Begin LM
															118.40	End LM
Total	25	50	30	20			30	30	30	30	30				30	Third Mowing Right Slope Width
109.103		6.061		2.424			3.636		3.636							Third M Right S Acres
														Median	71.164 Slopes	Location Comments

Third Mowing

### District 8 CONTRACT MOWING QUANTITY SHEET First and Second Mowing Faulkner County

Route

40

Section

32

				137.16	135.50	135.46	129.57	128.74	128.65	127.75	127.10	126.76	126.66	126.23	125.41	125.15	125.11	125.06	120.29	Begin LM			
				138.36	137.16	135.50	135.43	129.57							126.23	125.41	125.15	125.11	125.06	End LM			
Total				30		100							50	100	30	08	30	50	30	Width	Left Slope	First/Second	
94.897				4.364									0.606		2.982		0.145		17.345	Slope Acres	Second Left	First &	
				136.30		135.55		129.37											120.29	Begin LM			
				138.30	136.30	136.10	135.55	135.40	129.37	128.80	128.74	128.49	127.40	127.00	126.80	126.76	126.40	125.35	125.20	End LM			
Total				30	300		50						80				30	50	30	Width	Right Slope	First & Second First &	
78.485				7.18										212.1		2.618		606.0	131	Slope	Second Right	First &	
																				Location Comments			

First Mowing Second Mowing

173.382 173.382

### District 8 CONTRACT MOWING QUANTITY SHEET First and Second Mowing Faulkner County

Route

40

Section

									137 19	132.20	125.41	125.11	123.89	123.69	120.69	120.29	Begin LM	
									137.60	134.19	125.50	125.41	125.11	123.89	123.69	Ö	End LM	
Total											60		60			71	First/Second Median Width	
68.211										23.156			8.873	1.721	21.818	3.442	First & Second Median Acres	
					V												Begin LM	
																	End LM	
Total																	First & Second First & Right Slope Second Right Width Slope Acres	
0.000																		
																	Location Comments	

First Mowing Second Mowing

68.211 68.211

### CONTRACT MOWING QUANTITY SHEET First and Second Mowing Faulkner County

Section 32

Route

Log Mile 134.00 135.46 132.10 131.58 128.74 126.76 126.13 Length (LF) Width 2500.00 3000.00 2000.00 5000.00 6000.00 100.00 500.00 500.00 500.00 First/Second Total 3333333333 First & Second Acres 14.187 3.444 1.377 0.344 1.722 4.132 0.344 2.066 0.344 0.344 Begin LM Interchanges and Misc. End LM Width Right Slope First & Second First & Total Second Right Slope Acres 0.000 Location Comments Weight Station

First Mowing Second Mowing

14.187 14.187

### District 8 CONTRACT MOWING QUANTITY SHEET Third Mowing Faulkner County Section 32

Route

				137.16	135.50	135.46	129.57	128.74	128.65	127.75	127.10	126.76	126.66	126.23	125.41	125.15	125.11	125.06	120.29	Begin LM			
						135.50											125.15	125.11	125.06	End LM			
Total					08			08					50			08	30		30	Width	Left Slope	Third Mowing	
94.897				4.364	16.097		21.309						0.606						17.345	Acres	Left Slope	Third Mowing	
				136.30	136.10		135.40		128.80	128.74					126.76			125.20	120.29	Begin LM			
				138.36	136.30	136.10	135.55	135.40	129.37	128.80	128.74	128.49	127.40	127.00	126.80	126.76	126.40	125.35	125.20				
Total				30	_		50		100		60							50	30	Width	Slope	Third Mowing	
78.485				7.491											No.					Acres	Right Slope	Third Mowing	
																				Location Comments			

Third Mowing

### District 8 CONTRACT MOWING QUANTITY SHEET Third Mowing Faulkner County

40 Section

							137.18	201	132.20	125.41	125.11	123.89	123.69	120.69	120.29	Begin LM
							137.00	127 60	134.19	125.50	125.41	125.11	123.89	123.69	120.69	End LM
Total							120		96	60	71	60	71	60	71	Third Mowing Third Mowing Median Width Median Acres
68.211									23.156		2.582	8.873	1.721	21.818	3,442	Third Mowing Median Acres
																Begin LM
																End LM
Total																Third Mowing Right Slope Width
0.000																Third Mowing Right Slope Acres
																Location Comments

Third Mowing

### CONTRACT MOWING QUANTITY SHEET District 8

134.00 132.10 128.74 126.76 131.58 126.13 Length (LF) Width Acres 6000.00 500.00 8000.00 5000.00 3000.00 2000.00 500.00 500.00 500.00 Route 3333333333 40 0.344 5.510 0.344 0.344 2.066 3.444 0.344 4.132 1.377 Begin LM Interchanges and Misc. **Faulkner County** Third Mowing Section End LM Third Mowing Right Slope Width 32 Third Mowing Right Slope Acres Weight Station Location Comments

134.61

135.46

Log Mile

125.11

124.34

Third Mowing

19.628

Total

19.628

Total

# ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT District 8 CONTRACT MOWING QUANTITY SHEET

Third Mowing
Faulkner County
40

Route

32

136.40	136.00	135.10	134.61	133.60	133.60	133.16	133.15	133.10	132.11	132.10	131.58	131.18	131.10	130.75	130.66	126.70	126.15	124.00	122.00	200 00	122.30	120.90	120.83	.33	Log Mile Ditch Len
15.00	15.00	30.00	15.00	1000.00	15.00	15.00	15.00	15.00	300.00	200.00	30.00	30.00	30.00	30.00	30.00	50.00	30.00	20.00	100 00	30 00	150.00	15.00	20.00	20.00	Ditch Length (feet) Ditch With (feet) Acres
Total	200	10	10	25	2 4	36	30	1000	30	3 2	200	50	200	3 6	200	3 6	200	15	5	15	30	15	15	15	n With (feet) /
1.681	0.000	0.005	0.000	0.005	0.574	0.014	0.010	0.010	0.207	0.007	0.004	0.024	0.00	0.021	0.02	0.00	0.034	0.010	0.034	0.010	0.103	0.005	0.007	0.007	
																					138.09	137.30	130.90	130.30	Log Mile
																					10.00	15.00	30.00	20.00	Ditch Lengin (leet)
Total																								30	Diton whith (100)
al 0.069																									0.021

Third Mowing

### Third Mowing

1.877

## ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT District 8 CONTRACT MOWING QUANTITY SHEET Third Mowing Faulkner County Route 40 Drainage West Bound Other Workship Section 3

32

125.00 124.10	126.80	126.9	127.10	127.20	127.30	04.47	120.40	120.30	200	130.82	130.8	131.4	131.70	101.00	2010	131 09	132.10	132.20	132.70	133.20	133.60	100.00	104.20	100.00	128 56	Mile	
	30.00						30.00														15.00					Ditch Length (feet	
15.00 15 15.00 60 Total							1000	30		2				600	30			300		50		30	30		60	Ditch Length (feet) Ditch With (feet) Acres	
0 0.021 0 1.457			0.034		0.069			0.021			1		0.021	0.207	1.70.0	0.02	0.021	0 001	0.021	0.017	0.034	0.010	0.010	0.010	0.02		
								87.071	2000	121 05	121.60	121.70	122.20	04.27	22.00	102 20	122 70	122.80	123.20	123.30	123.40	00.021	123.70	123.00	10.00	8	
									150.00	15.00	15.00	30.00	20.00	30 00	15.00	30.00	30.00	15.00	15.00	15.00	30.00	30.00	30 00	30.00	15.00		Ditch Length (feet)
Total									5		4	40	50	30	30	30	30	3 4	30	30	30	30	30	30	30		Ditch With (feet)
tal 0.420									50 0.172												0.010						Acres

### CONTRACT MOWING QUANTITY SHEET

Route Drainage In Median Third Mowing Faulkner County Section 32

								133.80	133.60	133.50	133.40	100.20	200.10	132.10	TOG 181116	1	
									20.00	20.00	15.00	30.00	30.00	30.00	30.00	Ditch Lenath (feet)	
Total									16	16	16	16	26	46	16	Dirch Length (feet) Dirch With (feet) Acres	
0.099									0.011	0.011	0.006	0.011	0.018	0.032	0.011	cres Log Mile	
																Ditch Length (feet)	
To																Ditch With (reet)	
Total 0.000																Acies	2000

Third Mowing