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

Contract Number:	H-12-00	6P		AH	OPENING LOCATION: TD Equipment & curement Division	MAIL TO: AHTD Equipment & Procurement Division	DELIVER TO: AHTD Equipment & Procurement Division
Bid Opening Date:	June 28, 2011	Time:	11:00 a.m.	113	e Rock, AR 72209	P.O. Box 2261 Little Rock, AR 72203	11302 West Baseline Road Little Rock, AR 72209
delivery locations un		ing date an	d time, and then p	ublicly of	pened at the above-noted bid o		eived at the above-noted mail and be submitted on this form, with
In compliance with the set opposite each iter		to all the C	onditions thereof,	the unde	signed offers and agrees to furn	nish any and all items upon v	which prices are quoted, at the price
Company Name:					Name (Type or Print):		
Address:					Title:		
					Phone:	Fax:	
City:	State	ə:	Zip:		E-Mail:		
Federal Tax ID or S	Social Security No.:				Signature: Signature must be legible Unsigned bids will be reie	, original (not photocopied) a	nd in ink.

### **REMOVAL AND DISPOSAL OF LITTER AND MOWING AND TRIMMING OF HIGHWAY RIGHT-OF-WAY** PROPERTIES: The Arkansas State Highway and Transportation Department (hereafter called the "Department") will receive sealed bids for the removal and disposal of litter and mowing and trimming of highway right-of-way properties, in accordance with Special Provision for Right of Way Properties, specifications and information attached to and made a part of this contract, for a period of one (1) year from date of award, to include mowing operations with option to adjust acreage and/or renew upon mutual agreement of the parties at current bid price per acre.

PROJECT LOCATION: AHTD Room #705 P.O. Box 2261 Little Rock, AR 72203-2261 Attn: Robert Pooler, Property Manager (501-569-2317) **Job No:** 001966

Job Name: U.S. Highway 412, Springdale Northern Bypass, Benton & Washington Counties

Tract #88 (lots 74 thru	82) Consisting of 1.87 acres
Tract #154X	Consisting of 2.91 acres
Tract #158X	Consisting of 7.30 acres
Total this bid	12.08 acres

Contractor is required to remove and dispose of litter, trim and mow properties once (1 time) a month between the 10<sup>th</sup> & 20<sup>th</sup>. Contractor shall submit invoice for payment each month. Contractor is to contact Area Maintenance Supervisor Benton 1, Garfield, AR for inspection and acceptance of work at 479-451-1425 prior to submitting monthly invoice.

Bid prices shall include all costs of performing this contract, but shall exclude taxes (See Condition 4).

1. Mowing and Trimming of acquired Highway Right-of-Way including the removal and disposal of litter prior to mowing operations.

Price per Acre \$
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### **BIDS WILL BE CONSIDERED FOR COMPLETE JOB ONLY**

Bid Bond in the amount of \$250.00 required of all bidders at time of bid opening or bid will be rejected. Personal and company checks are not acceptable as Bid Bonds. See Condition 3 on page 2 of this Bid Invitation. Performance Bond in the amount of \$250.00 will be required of successful bidder prior to providing goods/services. Personal and company checks are not acceptable as Performance Bonds. See Condition 3 page 2 of this Bid Invitation.

Person to contact in case of damage caused by contractor's operation: ADDRESS

NAME

**TELEPHONE** 

### ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

- 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.
- 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 Properties

#### **BID INFORMATION**

### CONTRACT NO. H-12-006P

- 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 Properties 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 each month for work completed and accepted. Applicable taxes must be listed separate from price per acre on invoice. Invoicing shall be submitted to the Property Manager 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**

The State Highway and Transportation Arkansas (Department) complies with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and other federal equal opportunity laws and therefore does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in admission or access to and treatment in Department programs and activities, as well the as Department's hiring or employment practices. Complaints of inquiries regarding discrimination and alleged the Department's nondiscrimination policies may be directed to James B. Moore, Jr., 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: james.moore@arkansashighways.com.

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

**DESCRIPTION:** This work shall consist of removal and disposal of litter and the mowing and trimming of the highway rights of way properties for vegetation control. The Contractor shall provide all labor, equipment, and materials to accomplish the "removal and disposal of litter and the mowing and trimming" also referred to as (mowing operations) for one year of the designated areas in accordance with these specifications, plans and as directed by the Property Manager or his authorized representative.

**PROJECT SCOPE:** The properties (tracts) which work is to be performed will be designated in the contract and the project limits defined by the proposed and/or existing highway right of way and property lines. Right of Way Maps will be provided. Mowing operations will be done once (1) time a month between the 10<sup>th</sup> and 20<sup>th</sup> of each month. Mowing operations will typically be performed from April thru November and may change in winter depending on growth. Additional acreage (tracts) may be added as needed at the current contract price per acre.

**EQUIPMENT:** The equipment to be used on this contract shall be in good working condition and suitable for safely mowing the right-of-way properties and for performing the work required under this contract. Any equipment determined by the Property Manager or designated representative to be a hazard shall not be used in the work, such as fuel, oil or hydraulic fluid leaks. Sufficient equipment and accessory items for efficient operation and completion of the mowing operations within the specified time period shall be provided. All rotary-type mowers shall be equipped with skirt guards to restrict foreign objects from being thrown out of the cutting unit enclosures. Tractors shall be equipped to conform to prevailing Federal and State health and safety regulations and standards, including flashing amber lights and slow moving equipment emblems along roadways.

The use of batwing mowers shall be limited to areas of sufficient width to allow the operation of all sections of the mowers in the down position at all times. Where the width is restricted or narrow because of the location of signs or other obstructions, the use of batwing mowers is prohibited. Mowers shall not be operated with a portion of the mower deck extended into the driving lane. When a mower of any type is being moved from one site to another under its own power with the mower unit raised, the PTO shaft for the mower unit shall be disengaged.

All vehicles used on the project for litter pickup shall be equipped with at least one operational 6-inch diameter flashing amber light, visible from all directions when working along roadways. Any litter not bagged or subject to being blown from the vehicle shall be covered.

**REMOVAL AND DISPOSAL OF LITTER:** Prior to each mowing operation, the areas to be mowed shall be cleaned of litter and hazardous objects that might be thrown by the mowers. For the purpose of this contract, litter is defined as trash, garbage, debris and refuse of the following type: Paper, plastic, bottles, cans, wood, tires, tire parts, metal products, etc. In addition, all litter revealed by the mowing operation shall be picked up.

All litter disposal shall be in accordance with all local, State and Federal regulations and in a permitted landfill or permitted disposal facility.

**MOWING PROCEDURES:** Representatives of the Department and the Contractor shall meet prior to the beginning of the first mowing operation and prior to others if necessary to review the work to be done. After the meeting, the Contractor's primary contact in all matters relating to the work will be the Property Manager with the exception of inspection of work performed. The Area Maintenance Supervisor will be contacted for inspection and compliance of the work completed to be submitted for payment. The Area Maintenance Supervisor's telephone number will be provided.

The Contractor shall perform monthly mowing operations of each property (tract) listed, each to be completed to the requirements and acceptance of AHTD.

LIQUIDATED DAMAGES – RAIN DAYS: Rain days are allowed as an extension to the completion date for any day that the contractor, because of excessive rain, was not able to employ his forces, or on days he was instructed by the Department not to mow because of wet conditions. The sum of \$120.00 a day will be deducted, not as a penalty but as liquidated damages for each day past completion date of each mowing operation.

The Contractor must contact the Property Manager for determination of rain day status.

Before submitting an invoice and before moving mowers off the project, the Contractor shall inspect the work for compliance, and then contact the Area Maintenance Supervisor for a final inspection. If this inspection is not performed by the Area Maintenance Supervisor within two working days, the Contractor is relieved of performing any remedial work in the section not inspected. Saturdays, Sundays, and Department recognized holidays are not working days. Inspections will not be made on these days and will not count in the two day time limit.

GENERAL REQUIREMENTS: Mowing shall be performed only during daylight hours.

For all areas designated to be mowed, the mowed vegetation shall be uniform and 2 to 4 inches in height. The Contractor shall mow only those areas that are designated. The Contractor shall mow as close as practicable to all fixed objects and hand trim vegetation around all fixed objects to a 2 to 4 inch height. Trimming shall be performed concurrently with and consistent with the pace of the mowing operation.

The Contractor shall conduct his operations in such a manner that he does not damage the existing ground areas, trees, shrubs, guardrail, signs, utilities, delineators, or other structures. The Contractor shall not mow in conditions so wet that turf damage or rut damage would occur. In the event damage occurs to

Department property as a result of mowing operations, the Contractor shall replace or repair the damaged areas or items at no cost to the State as directed by the Property Manager.

The operator shall straighten delineators and signs that are bent over during mowing at the time that they are damaged. Any cuttings that could restrict drainage flow shall be removed from culvert inlets at the time they are obstructed. If damaged property resulting from the Contractor's operations requires repair or replacement by the Department, the cost of such work shall be deducted from monies due the Contractor. Mowing with rotary mowers shall be in such a manner that cuttings and debris are ejected away from the roadway. If debris is thrown or carried onto the paved surface by mowing or trimming operations, the Contractor shall immediately remove the debris. If the Contractor fails to immediately remove debris, the Property Manager may have the debris removed by Department forces and deduct the cost of the work from monies due the Contractor.

Should a Contractor choose to sublet a job or portion of a job to another Contractor, the Department's approval, in writing, is required. The Contractor performing the work must have the required proof of liability insurance and workman's compensation insurance on file with the Department. Such approved subletting of work does not alter the completion dates specified in the Contract.

**SAFETY APPAREL FOR WORKERS:** All workers shall be provided with high visibility safety apparel meeting the Performance Class 2 or 3 requirements of ANSI/ISEA 107-2010, "American National Standard for High-Visibility Safety Apparel and Headwear", in accordance with regulations for workers on Federal Aid Highways.

**CONTRACTOR LIABILITY:** The Contractor must assume full liability <u>(not just the deductible)</u> for hazards to traffic that might be created by the mowing operation and save harmless the Arkansas Highway Commission and the Arkansas State Highway and Transportation Department and its employees in all respects.

The Contractor shall procure and maintain at its sole cost and expense, for the life of the Contract, Workman's Compensation Insurance and General Public Liability Insurance providing bodily injury, including death, personal injury, and property damage coverage with a minimum limit of at least \$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 phone number must be furnished to the Department's Procurement office within 10 days of notice of award of the contract if not already on file. Failure to provide such certification in a timely manner will result in cancellation of award and/or forfeiture of bid bond. The contractor will not be permitted to work until proper certification has been provided to the Department. Each policy or its declaration pages shall provide that the policy shall not be materially changed or canceled until the Department has been given at least 30 days advance notice in writing. If any policy is canceled during the duration of the

# work, a satisfactory replacement policy shall be in force, with notice and evidence of insurance to the Department, prior to the effective date of cancellation of the former policy.

Additionally, failure to furnish notice of cancellation or change in the policy will result in the temporary suspension of work. The temporary suspension shall remain in effect until the Department receives proof of the required insurance. If no proof of insurance is received within 10 days of the Suspension Order, the Contract will be subject to termination. Days lapsed under the temporary suspension will not extend the time periods specified in the Contract for completion of the work.

The Contractor must furnish the Property Manager with the name, address, and phone number of the person to be contacted in case of damage to vehicles or other property caused by the Contractor's operations. This information and the Contractor's insurance agent may be provided to claimants who contact the Department with an alleged claim.

**PUBLIC RELATIONS AND CONTRACTOR'S RESPONSIBILITIES:** Work on State highway right of way properties may occasionally require contact with the traveling public, adjacent property owners, etc. It is required that such contacts be at all times courteous and professional. Rude, vulgar behavior and language by the Contractor, Contractor's employees and subcontractors toward these individuals and Department employees shall not be tolerated.

**QUALIFICATION PROVISION FOR AWARD:** Contractors who are apparent low bidders will be notified and will be required to submit a list of available or planned mowing equipment for the Department to determine if adequate resources are available to complete the Contract within the time periods specified. Equipment resources will be evaluated by the Department prior to award.

**DEFAULT AND TERMINATION OF CONTRACT:** The Property Manager may give written notice of delay, neglect, or default to both the Contractor and the Surety if the Contractor:

Fails to perform work according to these specifications, or

Fails to begin work at the appropriate time within the time period specified, or

Fails to perform the work with sufficient resources to assure timely completion, or

Fails to perform the work in accordance with the Contract requirements or neglects or refuses to correct rejected or unacceptable work, or

Discontinues the prosecution of the work, without authority, and/or fails to resume work that has been discontinued within a reasonable time after notice to do so, or

If at any time the sum of liquidated damages exceeds the total Contract price for the particular mowing operation, the Contractor shall be deemed in default and the rights of the Contractor to

perform the Contract terminated. It is agreed that said liquidated sum is not a penalty and shall be used for reimbursement to the Department for extended inspection and contract administration.

For any other cause whatsoever does not carry on the work in an acceptable manner.

# If a Contractor defaults or quits a contract, he/she will not be allowed to bid on another Department mowing project for a period of twelve months.

**METHOD OF MEASUREMENT:** Quantities for Mowing and Trimming and Removal and Disposal of Litter, as shown on the Plans and in the Proposal shall be considered as final quantities and no further measurements will be made unless modified by the Property Manager, as described above, or upon evidence furnished by the Contractor, substantial variations exist between quantities shown on the plans and actual quantities.

**BASIS OF PAYMENT**: Work completed and accepted under this item and measured as provided above will be paid for at the contract unit price bid per acre for Mowing and Trimming and for Removal and Disposal of Litter which shall be full compensation for mobilization, furnishing all labor, equipment, tools, materials, and incidentals necessary to complete the work. Payments shall be made on monthly intervals for work performed and accepted during the preceding month.

Payment will be made under:

ITEM

### **PAY UNIT**

Removal and Disposal of Litter and Mowing & Trimming Acre





