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

Contract Number:	H-14-24	5R		BID OPENING LOCATION: AHTD Equipment &	MAIL TO: AHTD Equipment &	DELIVER TO: AHTD Equipment &
Bid Opening Date:	August 13, 2013	Time:	11:00 a.m.	Procurement Division 11302 West Baseline Road Little Rock, AR 72209	Procurement Division P.O. Box 2261 Little Rock, AR 72203	Procurement Division 11302 West Baseline Road Little Rock, AR 72209
delivery locations unti	il the above-noted bid opening	date and	time, and then publi	ect to the Conditions on Page 2 of the cly opened at the above-noted bid op ned bids will not be considered.		
In compliance with thi set opposite each item		all the Cor	nditions thereof, the u	undersigned offers and agrees to furni	sh any and all items upon wh	ich prices are quoted, at the price
Company Name:				Name (Type or Print):		
Address:				Title:		
				Phone:	Fax:	
City:	State:		Zip:	E-Mail:		
Federal Tax ID or S	ocial Security No.:				original (not photocopied) an	d in ink.

### REMOVAL AND DISPOSAL OF LITTER AND MOWING AND TRIMMING OF HIGHWAY RIGHT OF WAY

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 in accordance with Special Provision for Divided Highways, 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 up to three mowing cycles, with option to adjust acreage and/or renew upon mutual agreement of the parties.

PROJECT LOCATION: AHTD District 6, P.O. Box 190296, Little Rock, AR 72219 (501-569-2266)

Job No: 6-556 .Iob Name: I-440 - Monroe County Line

	Section: 33	Log Mile: 159.00 to 163.8	l County: Pulaski
<b>Route:</b> I-40	Section: 41	Log Mile: 163.81 to 185.55	5 County: Lonoke
<b>Route:</b> I-40	Section: 42	Log Mile: 185.55 to 205.10	County: Prairie

Total Acreage per Cycle = (First Cycle)738.00\* (Second Cycle) 738.00\* (Third Cycle) 801.00

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

- 1. Removal and Disposal of Litter
- 2. Mowing and Trimming of Highway Right-of-Way

TOTAL

## **BIDS WILL BE CONSIDERED FOR COMPLETE JOB ONLY**

Bid Bond in the amount of \$500.00 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. Performance Bond in the amount of \$500.00 will be required of successful bidder prior to providing goods/services. Personal and company checks are not acceptable as Performance Bonds. See Condition 3 on page 2.

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

NAME

## TWO SIGNED COPIES OF BID INVITATION MUST BE SUBMITTED.

\*Disregard all references to the 1<sup>st</sup> and 2<sup>nd</sup> Mowing Cycles in the Bid Invitation, Bid Information, Specifications and Drawing. 1<sup>st</sup> and 2<sup>nd</sup> Mowing Cycle information will only apply if contract is extended with successful bidder.

Price per Acre \$\_\_\_\_\_

Total Price per Acre \$\_\_\_\_

Price per Acre \$

**ADDRESS** 

### **TELEPHONE**

#### H-14-246R

- 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.
- 3 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 <u>BID INFORMATION</u>

#### CONTRACT NO. H-14-246R

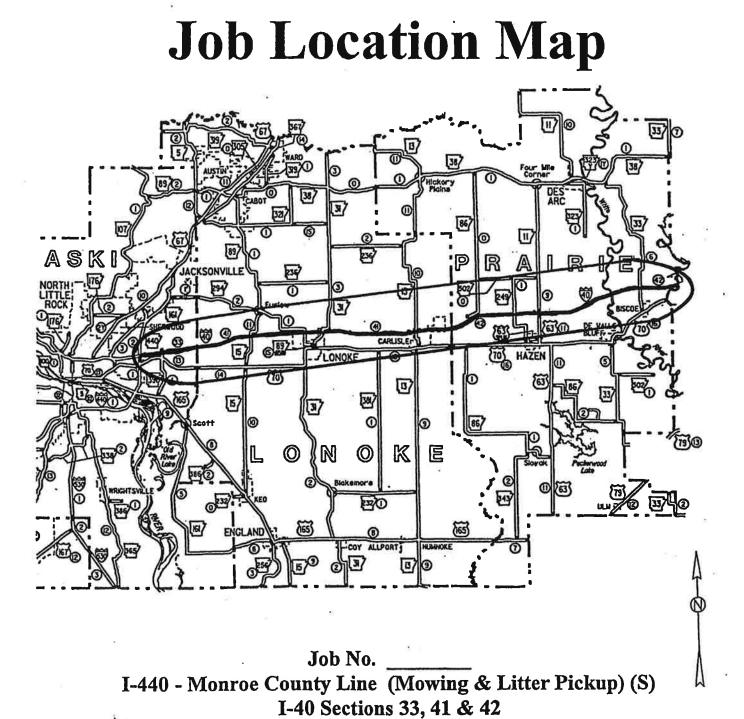
- 1. The Arkansas State Highway and Transportation Department (hereinafter referred to as the "Department") will enter into a contract with the successful bidder (also referred to as the "Contractor") to furnish requirements for Removal and Disposal of Litter and Mowing and Trimming of Highway Right-of-Way 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

The Arkansas State Highway and Transportation Department (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit 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 as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. McFadden 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 address: following email Joanna.Mcfadden@arkansashighways.com.

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



Pulaski, Lonoke and Prairie Counties

2.5

Supply Contract For Mowing And Trimming Of Highway Right Of Way Arkansas State Highway And Transportation Department Quantities Form For One (1) Mowing Cycle

I-40 Job Number : Route:

I-440 - MONROE CO. LINE Bidder : Job Name:

205.10 to L. M. L. M. 159.00

Counties: PULASKI, LONOKE & PRAIRIE

Job Limits:

Area	Area Limits	Length				Width (Ft.) & Limit of Mowing	mit of Mowing					
T. M L. M.	· L. M.	(Ft)	We	Westbound Main	Main Lanes	les	Eas	stbound	<b>Eastbound Main Lanes</b>	s	Acres	
			Outside/Right	ight	Mec	Median/Inside	Median/Inside	ide	Outs	Outside/Right		
			Limit	Width	Width	Limit	Limit	Width	Width	Limit		
159.00 to	to 159.10	528	EML	65	25	HLOIM TINI	VIDTH	25	30	EML	1.76	
159.10 to	to 159.65	2904	EML	85	25	FULL WIDTH	HTCIN	25	30	EML	11.00	
159.65 to	to 160.81	6125	EML	85	25	FULL WIDTH	VIDTH	25	100	F.R.	33.04	
160.81 to	to 160.91	528	EML	30	25	FULL WIDTH	VIDTH	25	30	EML	1.33	
160.91 to	to 161.49	3062	EMIL	30	25	HIGIM TINI	VIDTH	25	50	F.R.	9.14	
161.49 to	to 163.81	12250	EMIL	30	30	HLCIM TION	VIDTH	30	30	EML	33.75	<b>104.32 PULASKI ACREAGE</b>
163.81 to	to 165.50	8923	EML	30	30	HIDIM TINI	VIDTH	30	30	EML	24.58	
165.50 to	to 167.70	11616	EML	30	30	EML	IL	30	30	EML	32.00	
167.70 to	to 168.30	3168	EML	30	30	EML	U.	30	60	FNC	10.91	
168.30 to	to 171.10	14784	EML	30	30	EMI	u.	30	30	EML	40.73	<b>125.68 LONOKE ACREAGE</b>
<ul> <li>Interchanges / Exit No.</li> </ul>	es / Exit No.											
EXIT #161 GALLOWAY	LOWAY		EML			EN	11.			EML	14.3	
EXIT #165 KERR RD.	UR RD.		EMI.			EME	L I			EML	8.73	æ
EXIT #169 HWY 15	Y 15		EMI			EMI	ſL			EME	873	
												230.00
NOTE Width	Measurements	s are Nominal	NOTF: Width Measurements are Nominal and /or Average	a								

NOIE: Width Measurements are Nominal and/or Average. The defining "Limits" are as shown above. F.R. = Frontage Road

R/W = Right of Way EML = Established Mowing Line (Based on Previous Mowing) FNC. = Fence

230.00

USE

Total Acres Per Cycle ACRES PER CYCLE

230.00

Page 1 of 3

										226.91 LONOKE ACREAGE									280.70 PRAIRIE ACREAGE							104	353 507.61 281 738
					Acres			55.27	30.55	121.45 2:	35.64	17.18	31.27	10.15	95.71	7.85	0.00	9.45	55.27 2		11.64	8.00	8.00	10.18			507.61
	x					Right	Limit	EML	Outside F.R.	EML	EML	EML	EML	EML	EML	EML		EML	EML		EMI.	EML	EML	EML			
					<b>Aaln</b> Lanes	E E	Width	30	15	30	30	30	30	30	30	30		30	30								r Cycle
					Eastbound Main Lanes		Width	30	30	30	30	30	30	30	30	0		0	30								Total Acres Per Cycle E <b>R CYCLE</b>
E CO. LINE				Width (Ft.) & Limit of Mowing	Ea	Left	Limit	FULL WIDTH	FULL WIDTH	FULL WIDTH	FULL WIDTH	EML	EML	EML	EML	MEDIAN WALL	WHITE RIVER	MEDIAN WALL	EML		EML	EML	EMI.	ENG			Total Acres ACRES PER CYCLE
I-440 - MONROE CO. LINE				Width (Ft.) & L	les	Right	Limit	FULL	FULL	FULL	FULL	E	E	E	E	MEDIA	TIHW	MEDIA	E		E	E	E	E			508.00
	Bidder :	205.10			Main Lar		Width	30	30	30	30	30	30	30	30	0		0	30								
Job Name:		20			Westbound Main Lanes		Width	30	30	30	30	45	30	45	30	30		30	30								ge. USE evious M
,		to L. M.	& PRAIRIE		W	Left	Limit	EML	EML	EML	EML	FNC	EML	FNC	EML	EML		EML	EML		EML	EMI.	EML	EMI			Width Measurements are Nominal and/or Average. The defining "Limits" are as shown above. F.R. = Frontage Road R/W = Right of Way EML = Established Mowing Line (Based on Previous Mowing) FNC. = Fence
		159.00	<u>PULASKI, LONOKE &amp; PRAIRIE</u>	Length	L (F	_		20064	12672	44088	12936	5544	11352	3274	34742	5702	2746	6864	20064								are Nominal " are as sho ad ay Mowing Lir
	I-40	L. M	<u>FULAS</u>	its	Ч.			174.90	177.30	185.55	188.00	189.05	191.20	191.82	198.40	199.48	200.00	201.30	205.10	Exit No.				~			idth Measurements are Nominal and/or A The defining "Limits" are as shown above. F.R. = Frontage Road R/W = Right of Way EML = Established Mowing Line (Based o FNC. = Fence
ber :				Area Limits	L M L. M.			to	to	to		to	to	to	to	to	to	to	to	1	HWY31	HWY13	HWY11	HWY 3:			ith Mea The defi F.R. = 1 R/W = EML = FNC. =
Job Number :	Route:	Job Limits:	Countles:	Ar	<u>د</u>			171.10	174.90	177.20	185.55	188.00	189.05	191.20	191.82	198.40	199.48	200.00	201.30	Interchanges	EXIT #175 HWY31	- EXIT #183 HWY13	EXIT #193 HWY11	EXIT #202 HWY 33	,		NOTE: WIG

Supply Contract For Mowing And Trimming Of Highway Right Of Way Arkansas State Highway And Transportation Department

Quantities Form For One (1) Mowing Cycle

Page 1 of 1

Arkansas State Highway And Transportation Department Supply Contract For Mowing And Trimming Of Highway Right Of Way Quantities Third Mowing Cycle

Job Number :

Job Name: Bidder :

to L.M.

Counties: PULASKI, LONOKE & PRAIRIE

Job Limits: L. M\_

Route:

					and the state of some state	Build and an average on far al strate it				
1 M -1 M	(H)	Wes	thound	Westbound Main Lanes	S	Ē	<b>Eastbound Main Lanes</b>	Main Lan	es	Acres
	Ì	Left			Right	Left			Right	
			Width	Wldth	Limit	Limit	Width	Width	Limit	
LONOKE CO.	27 ACRES (	27 ACRES OF DRAINAGE AND TRANSITION FOR 3RD CYCLE	ID TRAN	SITION F	OR 3RD CYCLE					27.00
PRAIRE CO.	36 ACRES (	RES OF DRAINAGE AND TRANSITION FOR 3RD CYCLE	ID TRAN	SITION F	OR 3RD CYCLE					36.00
to										
to										
to										
to										
to										
to										
to		14								
Interchanges / Exit No.										
					1					

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**x** (8

8 .

Total Acres Per Cycle ACRES PER 3rd CYCLE 1st & 2nd mowing cycle 63.00 EML = Established Mowing Line (Based on Previous Mowing) USE The defining "Limits" are as shown above. F.R. = Frontage Road R/W = Right of Way

FNC. = Fence

3rd mowing cycle

738.00 801.00

104 Pul Co. 353 Lonoke Co. 281 Prairie Co. 738 Total