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

Contract Number:		H-14	-311R		<i>F</i>	BID OPENING INTO AHTD Equipme Procurement Divide 1302 West Base	nt & vision	MAIL TO: AHTD Equipment & Procurement Division P.O. Box 2261	DELIVER TO: AHTD Equipment & Procurement Division 11302 West Baseline Road
Bid Opening Date	•			ne: <u>11:00</u>	<u>a.m.</u> L	ittle Rock, AR	72209	Little Rock, AR 7220	3 Little Rock, AR 72209
	until the above	e-noted bid op	ening date	and time, and t	hen publicly o	pened at the abo	ove-noted bid op		ceived at the above-noted mail and t be submitted on this form, with
In compliance with opposite each item		tion and subje	ct to all the	Conditions there	eof, the unders	signed offers and	agrees to furnish	any and all items upon wh	ich prices are quoted, at the price set
Company Name						Name (T	ype or Print):_		
Address:						Title:			
						Phone:		Fax:	<u>:</u>
City:		St	ate:	Zip:_		E-Mail:			
Federal Tax ID o	or Social Secu	ırity No.:				Signatur	·e:		
							must be legible, bids will be rejec	original (not photocopied) a	and in ink.
REM	IOVAL AN	ND DISPO	SAL OF	F LITTER A	AND MOV	VING AND	TRIMMINO	G OF HIGHWAY F	RIGHT OF WAY
disposal of litte	er and mow	ing and trination attach	nming of ned to an	f highway rig d made a pa	ght of way art of this c	in accorda contract, for a	nce with Some period of o	pecial Provision fo ne (1) year from date	led bids for the removal and or Non-Divided Highways, e of award, to include up to
Job No.	: 8-576				ox 70, Rus	ssellville, AR	72801 (50	1-968-2286)	
Job Nai Route:	me: Hwy. 9	9: Perry - (Section:			16 02 to	10 01	Country	Down:	
Route:		Section:		Log Mile: Log Mile:			County: County:		
Route:		Section:		Log Mile:			County:		
Route:		Section:		Log Mile:			•	Van Buren	
Route:	Ark. 915	Section:	2	Log Mile:	00.00 to 0	00.92	County:	Conway	
T-4-1 A	C 1		(Fi) (7. 1.5	126.05				
Total Acreage	per Cycle =	=	(First C	d Cycle)	136.85 136.85				
			(Third		329.43				
Bid prices shal	l include al	l costs of p	erformin	g this contra	ict, but sha	ll <u>exclude tax</u>	xes (See Con	dition 4).	
1. Remo	oval and Di	sposal of L	Litter				Pr	ice per Acre \$	
2. Mow	ing and Tri	mming of	Highway	Right-of-W	ay		Pr	ice per Acre \$	
ТОТ	AL						Total Pr	ice Per Acre \$	
Bid Bond in the are not accept	he amount of table as Bi ccessful bio	of \$500.00 d Bonds. dder prior	required See Con to provi	ndition 3 pagiding goods.	ers at time ge 2 of this	of bid openi Bid Invitation	on. Perfort	nance Bond in the a	sonal and company checks amount of \$1000.00 will be ecceptable as Performance
	o contact in NAME	n case of da	-	used by con DRESS	tractor's o _l	peration:	TELEPHO	<u>ONE</u>	

STANDARD BID CONDITIONS

H-14-311R

- 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	y
BID INFORMATION	

CONTRACT NO. H-14-311R

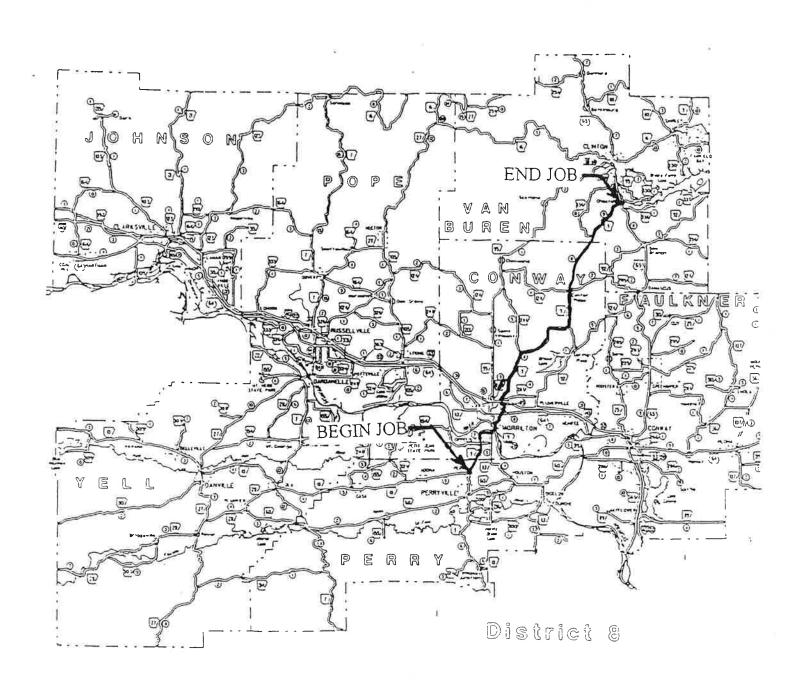
- The Arkansas State Highway and Transportation Department (hereinafter referred to as the "Department") will enter into a contract with the successful bidder (also referred to as the "Contractor") to furnish requirements for Removal and Disposal of Litter and Mowing and Trimming of Highway Right-of-Way for the period set forth in Bid Invitation, with provision to extend annually upon mutual agreement of the parties.
- 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.
- 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.
- 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.
- 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.
- 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.

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 following address: email

Joanna.Mcfadden@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 and Second Mowing

Perry County Section

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Route

9

Location Comments	2.291 LM 16.92 = Jct SH 10 in Perry	LM 18.81 = Conway County Line												*	
	2.291														2.291
First & Second First & Right Slope Second Width	10														Total
End LM	18.81				E.										
Begin LM	16.92														
First & Second Left Slope Acres	2.291														2.291
First & Second First & Left Slope Width Slope Acres Be	10														Total
End LM	18.														
Begin LM	16.92														

First Mowing Second Mowing

District 8
CONTRACT MOWING QUANTITY SHEET

Third Mowing Perry County

Section 6

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Route

Location Comments	2.473 LM 16.92 = Jct SH 10 in Perry	3.782 LM 18.81 = Conway County Line													2
Third Mowing Right Slope Acres			1.491												7.745
Third Mowing Right Slope Width	30		30												Total
End LM	17.60	18.40	18.81												
Begin LM	16.92	17.60	18.40												
Third Mowing Left Slope Acres	0.327	0.267	1.455	1.345	3.309										6.703
Third Mowing Left Slope	15	22	30		30										Total
End L	10		17.60		18.81										
Begin	16.92	17.10	17.20	17.60	17.90										

Third Mowing

District 8

CONTRACT MOWING QUANTITY SHEET

First and Second Mowing Conway County

Section

6

Route

6.121 LM 7.66 = Jct US 64 in Morrilton Location Comments Second Right Slope Acres 15.612 9.491 First & Second First & Right Slope Second I Width Total 은 5.05 7.66 End LM 5.05 Begin LM 15.612 6.121 9.491 Slope Acres Second Left First & Second First &
Left Slope Second I
Width Slope Ac 30 4 Total 5.05 7.66 End LM 0.00 5.05 Begin LM

First Mowing Second Mowing

CONTRACT MOWING QUANTITY SHEET District 8

Third Mowing Conway County Section

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Route

Location Comments				LM 7.66 = Jct US 64 in Morrilton											
Third Mowing Right Slope Acres		3.636		13.091					2						27.636
Third Mowing Right Slope Width	20	30		50											Total
End LM	2.90	3.90													
Begin LM		2.90													
Third Mowing Left Slope Acres	7.030	3.636	3.879	13.091											27.636
Third Mowing Left Slope Width	20	30	20	90											Total
End LM	10		5.50												
Begin LM	00.00	2.90	3.90	5.50											

Third Mowing

District 8
CONTRACT MOWING QUANTITY SHEET
First and Second Mowing

G Route

Section

Conway County

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First & Second Right Slope Acres Location Comments	LM 28.22 = Van Buren County Line			0.485 Ramps @ US 64 & SH 9										
First & Second Right Slope Acres	4.764	3.030	32.012	0.485										40.291
First & Second First & Right Slope Second Width	12	09	10	10										Total
End LM	IΞ	1.81	28.22	0.40										
Begin LM	00.0	1.31	1.81	000										
First & Second Left Slope Acres	5.818	2.909	31.782	0.485										40.994
First & Second First & Left Slope Secon	30	09	10	10										Total
End LM	10	2.00	28.22	0 40										
Beain LM	00.0	1.60	2.00	00 0										

First Mowing Second Mowing

81.285 81.285

District 8

CONTRACT MOWING QUANTITY SHEET
Third Mowing
Conway County

Section

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Route

Location Comments						1.455 Ramps @ US 64 & US 9									
Third Mowing Right Slope Acres			7	0.242	23.927										105.042
Third Mowing Right Slope Width	30			10	30	30									Total
End LM	IΩ	2.00	21.44	21.64	28.22	0.40									
Begin LM	00.00	1.60	2.00	21.44	21.64	00.0									
Third Mowing Left Slope Acres	5.818	2.909	70.691	0.242	23.927	1.455									105.042
Third Mowing Left Slope Width	30	9	30	10	30	30									Total
	10	2.00	21.44	21.64	28.22	0.40				137					
R oipe	00.0	1.60	2.00	21.44	21.64	00.00									

Third Mowing

District 8 CONTRACT MOWING QUANTITY SHEET

First and Second Mowing
Van Buren County
9 Section 9

Route

Right cres Location Comments	LM 7.23 = Jct US 65												
First & Second Right Slope Acres	8.764												8.764
First & Second First & Right Slope Second Right Width Slope Acres	10												Total
End LM	7.23												
Begin LM	00.00												
First & Second Left Slope Acres	8.764												8.764
First/Second Left Slope Width	10												Total
End LM	$ \Omega $					•							
Begin	00.00												

First Mowing Second Mowing

17.527 17.527

ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT District 8 CONTRACT MOWING QUANTITY SHEET

Third Mowing Van Buren County

Van Buren County Route 9 Section

6

Location Comments										LM 7.23 = Jct US 65								
Third Mowing Right Slope Acres				0.182			3.876											22.640
Third Mowing Right Slope Width	26		26				26	Č										Total
End LM	0.55	0.70	4.90		5.80		7.23											
Begin LM			0.70				00.9											
Third Mowing Left Slope Acres	10.400		1.455		0.970		0.909	1.261	0.242	2.301								22.519
Third Mowing Left Slope Width	26				20													Total
M	ΙQ				5.20													
Begin	00.0	3.30	3.60	4 00	4.80	5.20	5.75	9.00	6.40	6.50								

Third Mowing

ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT District 8 CONTRACT MOWING QUANTITY SHEET

First and Second Mowing **Conway County**

Section 915 Route

	-	 	 	 		 \neg		\neg	- 1	- 1	- 1			1
Location Comments	1.115 LM U.92=End @ Overcup Landing													
First & Second Right Slope Acres														1,115
First & Second Right Slope Width	10													Total
EndLM	0.92													
Begin														
1 ⊽ ∢	1.115													1.115
First & Second First & Left Slope Secon Width Slope	10													Total
End LM	lXI													
Begin LM	00.00													

First Mowing Second Mowing

District 8

CONTRACT MOWING QUANTITY SHEET Third Mowing Conway County

2

Section

915

Route

2.230 LM 0.92=End @ Overcup Landing Location Comments Third Mowing Right Slope Acres 2.230 Third Mowing Right Slope Width Total 20 0.92 End LM 0.00 Begin LM 2.230 2.230 Third Mowing Left Slope Acres Total Third Mowing 20 Left Slope Width 0.92 End LM 0.00 Begin LM

Third Mowing

Perry, Conway and Van Buren Counties Mowing on Hwy 9 - Perry to Choctaw

Perry Cou	ınty				
Route	Section		1st Mowing	2nd Mowing	3rd Mowing
(Ð	6	4.58	4.58	14.45
Conway C	County				2
	9	7	31.22	31.22	55.27
9	9	8	81.29	81.29	210.09
918	5	2	2.23	2.23	4.46
Van Bure	n County				
9	€	9	17.53	17.53	45.16
Total Acre	es per mowin	g	136.85	136.85	329.43
Grand To	tal		603.13		