

STANDARD BID CONDITIONS

H-15-278R

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.
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-15-278R

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

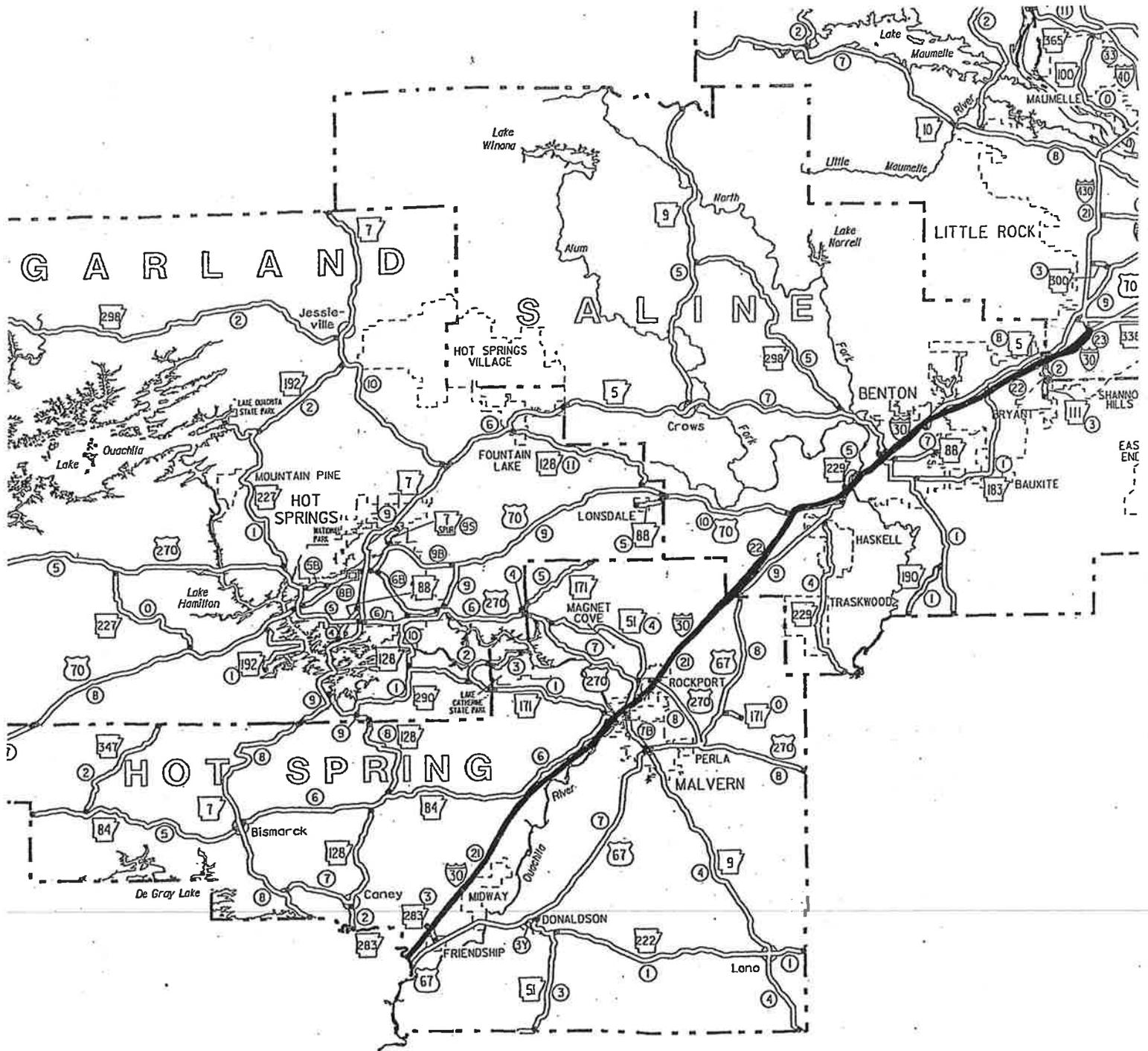
The Arkansas State Highway and Transportation Department (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on 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 following email address:

Joanna.Mcfadden@ahtd.ar.gov

Free language assistance for Limited English Proficient individuals is available upon request.

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

Job Location Map



Job No. _____

**Clark County Line – I-430 (Mowing & Litter Pickup(S)
I-30, Sections 21, 22 & 23
Hot Spring, Saline & Pulaski Counties**

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

Job Number : _____ Job Name: CLARK CO. LINE - I-430

Route: I-30 Bidder: _____

Job Limits: L. M. 80.60 to L. M. 101.30

Counties: HOT SPRING, SALINE & PULASKI

Area Limits L. M. - L. M.	Length (Ft.)	Width (Ft.) & Limit of Mowing										Acres	
		WESTBOUND MAIN LANES					EASTBOUND MAIN LANES						
		OUTSIDE/RIGHT Limit	Width	MEDINA/LEFT Limit	MEDIAN/LEFT Limit	Width	OUTSIDE/RIGHT Limit	Width	MEDIAN/LEFT Limit	MEDIAN/LEFT Limit	Width		
80.60 to 81.40	4224	EML	30	FULL WIDTH		30	30	EML		30	30	EML	11.64
81.40 to 81.60	1056	FENCE	50	FULL WIDTH		30	30	EML		30	30	EML	3.39
81.60 to 82.20	3168	EML	50	FULL WIDTH		30	30	FENCE		30	50	FENCE	11.64
82.20 to 83.20	5280	EML	30	FULL WIDTH		30	30	EML		30	30	EML	14.55
83.20 to 83.80	3168	EML	20	EML		30	20	EML		20	20	EML	6.55
83.80 to 87.00	16896	EML	30	FULL WIDTH		30	30	EML		30	30	EML	46.55
87.00 to 89.30	12144	EML	20	EML		30	20	EML		20	20	EML	22.30
89.30 to 90.00	3696	EML	20	FULL WIDTH		30	20	EML		30	20	EML	8.48
90.00 to 90.80	4224	FENCE	60	FULL WIDTH		30	30	EML		30	20	EML	13.58
90.80 to 92.90	11088	EML	20	FULL WIDTH		30	20	EML		30	20	EML	25.45
92.90 to 93.70	4224	EML	20	EML		20	20	EML		20	20	EML	7.76
93.70 to 94.00	1584	EML	20	FULL WIDTH		30	20	EML		30	30	EML	4.00
94.00 to 94.80	4224	EML	20	FULL WIDTH		30	30	FENCE		30	50	FENCE	12.61
94.80 to 95.50	3696	EML	20	FULL WIDTH		30	20	EML		30	20	EML	8.48
95.50 to 96.10	3168	FENCE	60	FULL WIDTH		30	30	EML		30	20	EML	10.18
96.10 to 96.30	1056	FENCE	60	FULL WIDTH		30	30	FENCE		30	60	FENCE	4.36
96.30 to 96.39	475	EML	30	FULL WIDTH		30	30	EML		30	30	EML	1.31
96.39 to 97.10	3749	EML	30	FULL WIDTH		30	30	EML		30	30	EML	10.33
97.10 to 97.20	528	N/A	0	OUACHITA RIVER BRIDGE		0	0	N/A		0	0	N/A	0.00
97.20 to 97.80	3168	FR	30	FULL WIDTH		30	30	FENCE		30	70	FENCE	11.64
97.80 to 101.30	18480	EML	30	FULL WIDTH		30	30	EML		30	30	EML	50.91
L.M. 80.60 to 105.46 - Culverts, drains, ditches and cross road slopes**all cycles***													27.00
Interchanges / Exit No.													
EXIT #83 FRIENDSHIP		EML		EML				EML				EML	7.67
EXIT #91 SOCIAL HILL		EML		EML				EML				EML	5.62
EXIT #97 HWY 171		EML		EML				EML				EML	6.89
EXIT #98 HWY 270		EML		EML				EML				EML	8.46
all included in above totals													
												27.00	
												HS Co	
												Malvern	
												233.01	
												81.34	
												HS Co	
												Malvern	
												27.00	
												HS Co	
												all included in above totals	
												HS Co	
												HS Co	
												HS Co	
												Malvern	
												8.46	
												341.35	

NOTE: 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

Total Acres Per Cycle

USE 342.00 ACRES PER CYCLE

**Arkansas State Highway And Transportation Department
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Route: I-30 Bidder : _____

Job Limits: L. M. 101.30 to L. M. 111.00

Counties: HOT SPRING, SALINE & PULASKI

Area Limits L. M. - L. M.	Length (Ft.)	Width (Ft.) & Limit of Mowing										Acres	
		WESTBOUND MAIN LANES			MEDIAN/LEFT			EASTBOUND MAIN LANES			OUTSIDE/RIGHT Limit		
		OUTSIDE/RIGHT Limit	Width	Limit	MEDIAN/LEFT Limit	Width	Limit	MEDIAN/LEFT Limit	Width	Limit			
101.30 to 101.50	1056	EML	20	EML	30	EML	30	EML	20	EML	20	EML	2.42
101.50 to 101.80	1584	EML	20	FULL WIDTH	40	FULL WIDTH	40	FULL WIDTH	20	EML	20	EML	4.36
101.80 to 103.40	8448	EML	20	EML	20	EML	20	EML	20	EML	20	EML	15.52
103.40 to 105.46	10877	EML	20	FULL WIDTH	30	FULL WIDTH	30	FULL WIDTH	30	EML	20	EML	24.97
105.46 to 105.50	211	EML	20	EML	30	EML	30	EML	20	EML	20	EML	0.48
105.50 to 106.00	2640	EML	20	EML	20	EML	20	EML	20	EML	20	EML	4.85
106.00 to 107.00	5280	EML	30	FULL WIDTH	30	FULL WIDTH	30	FULL WIDTH	30	EML	20	EML	14.55
107.00 to 109.51	13253	EML	20	EML	20	EML	20	EML	20	EML	20	EML	24.34
109.51 TO 111.00	7867	EML	30	FULL WIDTH	30	FULL WIDTH	30	FULL WIDTH	30	EML	30	EML	21.67
Interchanges / Exit No.													
EXIT #106 OLD MILITARY RD.		EML		EML		EML		EML		EML		EML	4.42
EXIT #111 HWY 70 & F.R.		EML		EML		EML		EML		EML		EML	17.23
L.M. 105.5 to 111 - Culverts, drains and ditches**11 acres 2nd & 3rd cycle***													11
Wild Flower Transition Zone**29 ACRES 3rd cycle only****													29

47.27 HS Co

89.20 Sal Co 1st cycle
100.20 Sal Co 2nd cycle
129.20 Sal Co 3rd cycle

all included in above totals

Sal Co all cycles
Sal Co all cycles
Sal Co 2 & 3 cycle
Sal Co 3rd cycle only

134.81 1st cycle
145.81 2nd cycle
174.81 3rd cycle

USE 135.00 ACRES PER CYCLE
146.00
175.00

NOTE: 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 Mow
FNC. = Fence

