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

Contract Number: H-10-056H

Bid Opening Date: March 18, 2010 Time: 9:00 a.m.

BID OPENING LOCATION:	MAIL TO:	DELIVER TO:
AHTD Equipment & Procurement Division 11302 West Baseline Road Little Rock, AR 72209	AHTD Equipment & Procurement Division P.O. Box 2261 Little Rock, AR 72203	AHTD Equipment & Procurement Division 11302 West Baseline Road Little Rock, AR 72209

Sealed bids for furnishing the commodities and/or services described below, subject to the Conditions on Page 2 of this bid invitation will be received at the above-noted mail and delivery locations until the above-noted bid opening date and time, and then publicly opened at the above-noted bid opening location. **Bids must be submitted on this form, with attachments when appropriate, or bids will be rejected.** **Late bids and unsigned bids will not be considered.**

In compliance with this Bid Invitation and subject to all the Conditions thereof, the undersigned offers and agrees to furnish any and all items upon which prices are quoted, at the price set opposite each item.

Company Name:_____

Address:_____

_____

City:_____ State:_____ Zip:_____

Federal Tax ID or Social Security No.:_____

Name (Type or Print):_____

Title:_____

Phone:_____ Fax:_____

E-Mail:_____

Signature:_____
Signature must be legible, original (not photocopied) and in ink.
Unsigned bids will be rejected.

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 and Non-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 2, P.O. Box 6836, Pine Bluff, AR 71611 (870-534-1612)
Job No: 2-569
Job Name: I-530 – Hwy. 199 and Hwy. 63 - South

Route: Hwy. 63	**Section:** 14	**Log Mile:**	00.00 to 09.31	**County:** Jefferson
Route: Hwy. 65	**Section:** 15	**Log Mile:**	00.00 to 11.61	**County:** Jefferson

Total Acreage per Cycle =	(First Cycle)	150.00
	(Second Cycle)	150.00
	(Third Cycle)	195.00

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

1. Removal and Disposal of Litter — Price per Acre $_____
2. Mowing and Trimming of Highway Right-of-Way — Price per Acre $_____

TOTAL — Total Price per Acre $_____

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 of this Bid Invitation. **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	ADDRESS	TELEPHONE

TWO SIGNED COPIES OF BID INVITATION MUST BE SUBMITTED

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

STANDARD BID CONDITIONS

H-10-056H

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.

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 AND LITERATURE:** Samples or technical literature must be provided within 14 days of AHTD request unless AHTD extends time. Failure to provide samples or literature within this period may cause bid to be rejected. When required, samples of items must be furnished free of charge, prior to or after the opening of bids, and, if not destroyed, will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and item number. Request for return of samples must be made within 10 days following submission of sample. Samples from successful bidders will 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-10-056H

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) 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 as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding 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.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

CONTRACT MOWING QUANTITY SHEET

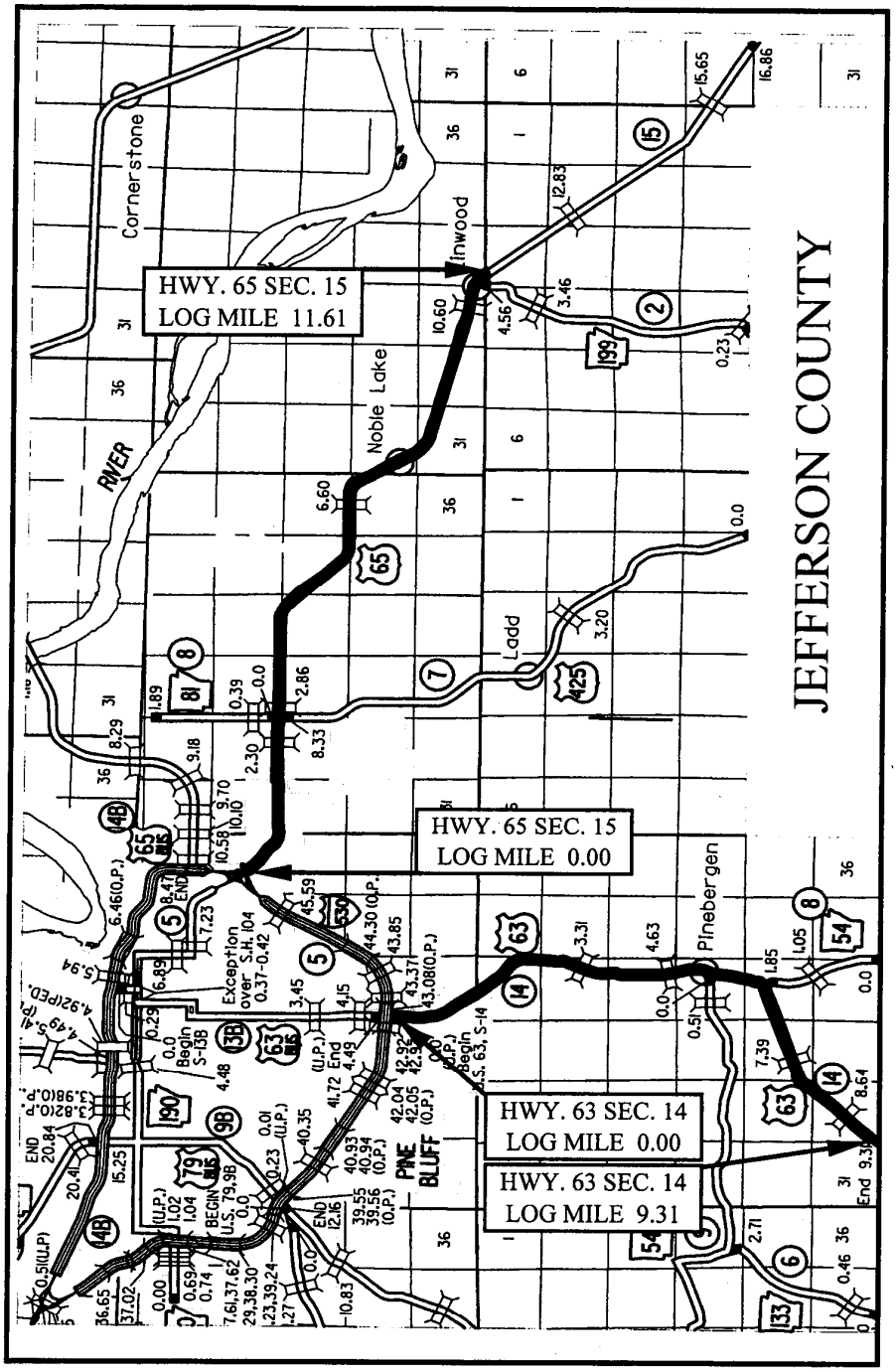
DISTRICT 2 **Job No.:** _____ **Inventory:** _____

COUNTY	RTE	SECT	BEGIN L.M.	END L.M.	FIRST/SECOND MOWING SWATH/WIDTH LT.	CENTER	RT.	ACRES EACH	THIRD MOWING SWATH/WIDTH LT.	CENTER	RT.	ACRES	LOCATION COMMENTS
JEFF. (35)	**65**	**15**	**0.00**	**3.16**	**30**	**N/A**	**30**	**23.00**	**30**	**N/A**	**30**	**23.00**	**I-530 - SOUTH**
JEFF. (35)	**65**	**15**	**3.16**	**7.66**	**30**	**45**	**30**	**57.00**	**30**	**45**	**30**	**57.00**	
JEFF. (35)	**65**	**15**	**7.66**	**8.30**	**30**	**N/A**	**30**	**5.00**	**30**	**N/A**	**30**	**5.00**	
JEFF. (35)	**65**	**15**	**8.30**	**11.61**	**30**	**45**	**30**	**42.00**	**30**	**45**	**30**	**42.00**	**SOUTH OF JCT. HWY. 199**
JEFF. (35)	63	14	0.00	9.31	10	N/A	10	23.00	30	N/A	30	68.00	I-530 - CLEVELAND CO. LINE
NOTE: (1) Lines in **BOLD** type indicate Divided Highway sections, and shall be mowed in accordance with Divided Highway Specifications.													
(2) Lines not in BOLD type indicate Non-Divided Highway sections, and shall be mowed in accordance with Non-Divided Highway Specifications.													
				20.92									

ACRES FIRST MOWING 150.00
ACRES SECOND MOWING 150.00
ACRES THIRD MOWING 195.00

TOTAL ACRES 495.00

JOB NO.:
JOB NAME: I-530 - Hwy. 199 and Hwy. 63 South
ROUTES: 63, and 65 SECTIONS: 14, and 15
COUNTIES: Jefferson (35)



VICINITY MAP

JOB NO.:
JOB NAME: I-530 - Hwy. 199, and Hwy. 63 South
ROUTES: 63, and 65 SECTIONS: 14, and 15
COUNTy: Jefferson (35)

Mowing Contacts Information.xls