

WASHINGTON COUNTY ARKANSAS

ATTN: Alisha Willett
280 N College Ave, Suite 530
Fayetteville, AR 72701



INVITATION TO BID

DUE: 4:00PM – 4/29/2020

Sealed bids must be clearly marked on the outside of the package with:
“BID 2020-05 Right-of-Way Litter Removal & Mowing”

PROPOSALS WILL BE OPENED APRIL 30, 2020 @ 11:00 AM
LOCATION: WASHINGTON COUNTY COURTHOUSE
280 N. COLLEGE AVE, SUITE 530, FAYETTEVILLE, AR 72701

BID 2020-05 RIGHT-OF-WAY LITTER REMOVAL & MOWING FOR ROAD

GENERAL SPECIFICATIONS: Washington County is seeking bids, from qualified bidders, for litter removal and mowing of the County right-of-ways.

REQUIREMENT: Bidders must comply with the following requirements to be considered for the evaluation and award process:

- 1. Bidders must quote 100% of all items within each category; and
- 2. Bidders must list brand names on the items bid.

INFORMATION: For additional information, email purchasing@co.washington.ar.us. Bidders shall direct bid inquiries to the Washington County Purchasing Office.

FOR EVALUATION PURPOSES WE REQUEST THAT YOU SUBMIT ONE (1) ORIGINAL AND FOUR (4) COPIES OF YOUR BID IN A SEALED ENVELOPE LABELED “BID 2020-05 RIGHT-OF-WAY LITTER REMOVAL & MOWING”

It is solely and strictly the responsibility of the bidder to ensure that the BID is received by the Washington County Purchasing Division on or before the specified date and time.

LATE PROPOSALS WILL NOT BE ACCEPTED.

The undersigned hereby offers to furnish & deliver the articles and/or service as specified, and all parts of this offer at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by bidder and Washington County

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

I affirm that the information given on this form is true and accurate as of this date.

Signature: _____ Date: _____

INDEX

Bid Cover Sheet.....	Page 1
Terms & Standard Conditions.....	Page 3
1. Bid Security.....	Page 4
2. Affirmative Action & Equal Employment.....	Page 4
3. Insurance.....	Page 4
4. Restriction of Boycott of Israel.....	Page 4
5. Contract.....	Page 4
6. Submission of Bids.....	Page 5
7. Exceptions.....	Page 5
8. Notice to Bidders.....	Page 5
9. Award of Contract.....	Page 5
10. Timeline Schedule.....	Page 5
11. General Specifications & Qualifications	Page 6
12. Bid Pricing & Item List.....	Page 11
13. Bid Check-Off List.....	Page 15

TERMS AND STANDARD CONDITIONS

1. When submitting a bid/proposal, the bidder warrants that the commodities covered shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified.
2. Sales or use tax is not to be shown in bid price but is to be added by the bidder to the invoice billing to the County. The County is not exempt from Arkansas Sales and Use Tax. Bidders are to register and pay both taxes directly to the Arkansas State Revenue Dept.
3. When bidding other than the brand and/or model specified in the request, the brand and/or model must be listed and descriptive literature attached to the document. County may require examples of the product bid.
4. Identical Bids: In the event of two or more identical low bids, Arkansas Code Annotated Section 14-22-111 shall apply.
5. Specifications furnished with this request are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Only designated brands, and products determined to be equivalent, shall be considered.
6. If required, product samples must be furnished at no cost to the county. Samples will become county property thirty (30) days from the date of the bid opening, unless a written request for return is provided to the county before expiration of the thirty (30) days.
7. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility within Washington County. Charges may not be added after the bid is opened.
8. The Purchasing Department reserves the right to award items in whole or in part by line item(s).
9. Quality, time and probability of performance will be some of the factors in making an award.
10. Guarantees and warranties should be submitted with the bid/proposal, as they may be a consideration in making an award.
11. Any ambiguity in any bid as the result of omission, error, lack of clarity or noncompliance by the bidder with specification, instructions and all conditions of bidding shall be construed in the light most favorable to the County.
12. All terms and conditions stated herein shall constitute a complete and integrated document and the covenants contained herein shall not be altered or modified by parol evidence unless such modifying term, conditions or covenants are in writing and are signed by the bidder and the agent of Washington County.
13. If requested, the bidder must supply Washington County with evidence of current, continuing, proper, and complete insurance coverage. The type of insurance coverage required shall be determined by Washington County based upon the nature and type of bid being submitted.
14. Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on the bid form and/or provided for by the plans and specifications at the rate of \$250.00 per day.
15. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and/or services, the quantities of usage shown shall be estimates only. No guarantee or warranty is given or implied by the county as to the total amount that may or may not be purchased from any resulting contracts. These quantities shall only be used for tabulation and presentation of the bid and the county reserves the right to increase or decrease quantities as required. Bidder agrees to this condition upon the signing of this document.
16. Washington County reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities or technicalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, Washington County may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
17. All bids/proposals must meet or exceed the requirements of the bid documents and must be submitted on the proper bid forms as prepared and provided by the county.
18. No contract or agreement may contain an indemnification clause, or an arbitration clause; if such a clause is present in any contract or agreement, such shall be deemed stricken and null and void.
19. All contracts or agreements shall be governed by the State of Arkansas and venue shall lie in Washington County, Arkansas. Any Provisions to the contrary shall be deemed stricken and null and void.

1. BID SECURITY

- A. All bidders are required to include a Bid Security, for each bid submitted. The Bid Security shall be payable to Washington County, Arkansas in the equal amount of five percent (5%) of the total bid sum. The Bid Security may be in the form of following:
1. **Bid Bond** issued by a surety licensed to conduct business in the State of Arkansas; or
 2. **Certified Check; or**
 3. **Cashier's Check; or**
 4. **Letter of Credit from their Bank**
- B. The successful bidder's Bid Security will be retained until he has signed the contract agreement and furnished the required insurance certificates, and furnished Performance and Payment bonds.
- C. The County reserves the right to retain the security of the two next lowest bidders until the lowest bidder enters into contract or purchase order agreement or until 60 days after bid opening, whichever is shorter. All other bid securities will be returned as soon as possible. If a bidder refuses to enter into a contract, the County will retain the Security as liquidated damages, but not as a penalty.

2. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

Bidder, subcontractor and/or seller agrees that the performance of any work or sale pursuant to this bid is and shall in all respects be in strict compliance with all local, state and federal laws as well as such rules, regulations, ordinances, proclamations, demands, directive, executive orders or other requirements issued pursuant thereto by the municipal, state and federal governments and all subdivisions thereof which now govern or may thereafter govern the manufacture, sale or delivery of the Goods contemplated by this bid including but not limited to the provisions of (i) Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and the regulations and executive orders issued thereunder, (ii) the Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended, and the implementing rules and regulations (41 CFR, Part 60) and executive orders issued thereunder, (iii) the Affirmative Action Clauses and regulations of Section 503 of the Rehabilitation Act of 1973, as amended, and Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, and executive orders issued thereunder, and (iv) all laws, interim and permanent standards, rules, regulations and executive orders of the Occupations Safety and Health Act and all state and federal laws and regulations relating to safety and health standards. Seller agrees upon request to furnish Buyer with a certificate of compliance relating to any such laws in such form as Buyer may require. Seller agrees to indemnify and hold harmless from any liability arising from any failure of the Goods purchased under this bid from complying with such laws and regulations.

3. INSURANCE

- A. All bids must contain a letter of intent from an insurance company authorized to do business in the State of Arkansas. The letter of intent must state the insurance company's willingness to insure the bidder pursuant to the terms of any contract the results from the request for proposal. The bidder shall procure and maintain, at the bidder's expense, the following insurance coverage for the life of the contract. If labor is involved, Washington County requires the bidder to provide, from the insurance company, evidence of the effective dates and the amounts insured.
- B. (i) Workers Compensation: As required by the State of Arkansas.
(ii) Comprehensive General Liability (Broad Form) coverage in amounts specified under the contract for work at the facility prior to the signing of the contract. Minimum shall be the total amount of contract.

4. RESTRICTION OF BOYCOTT OF ISRAEL

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract or purchase order valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

5. CONTRACT

- 5.1 If applicable a sample of the bidder's contract should accompany the bid.
5.2 The budget approval of the contract shall be annually in accordance with A.C.A § 14-20-106,

5.3 The County may consider entering a multi-year contract, not to exceed seven years.

5.4 At the end of the term of this Agreement (or any renewal term) (the "End Date"), the County may terminate the agreement with a 30 day written notice.

6. SUBMISSION OF BIDS

All bids will be submitted on the forms provided by the County. All bid forms must be signed by a representative of the company having the legal authority to bind the bidder contractually. Bidder's signature on the face of the bid form indicates bidder's agreement to be governed by Federal, State and County laws and regulations.

Should a bidder find discrepancies in the specifications or should they be in doubt as to the meaning or intent of any part thereof, bidder must, no later than 2:00PM on April 20, 2020, request clarification from the County. Written requests may be emailed to purchasing@co.washington.ar.us. Oral instructions or explanations will not be binding. Only written addenda shall be binding. Any addenda resulting from these requests for clarification will be faxed or delivered to all listed holders of the bid document and posted on the County web-site. Bidders shall acknowledge the receipt of all addenda. Any addenda or bulletins issued during the time of bidding shall become part of the documents provided to bidders for the preparation of their bids. Any such addenda or bulletins shall be covered in the bid, and shall be made part of the resulting agreement.

7. EXCEPTIONS

In the event a bidder desires to take exception to any term or condition set forth in the Sample Agreement, and/or any of its Exhibits and Attachments, said exceptions must be clearly identified in the response to this Request for Bid. **Exceptions or deviations to any of the terms and conditions must not be added to the Request for Bid pages but must be a separate document accompanying the bid.**

Should the County omit anything from this bid request which is necessary to provide a clear understanding of the work, or should it appear that various instructions are in conflict, then the bidder shall secure written instructions from the Purchasing Department at least forty-eight (48) hours prior to the time and date of the bid opening shown on page one (1).

8. NOTICE TO BIDDERS

The County may not consider bids from individuals, Bidders, firms or corporations included in the following categories:

- A. Any organization or individual currently in arrears or in default to the County on a previous debt or contract.
- B. Any organization or individual currently in default as surety, or otherwise, for any obligation to the County.
- C. Any organization or individual who has previously failed to faithfully perform a contract with Washington County.

9. AWARD OF CONTRACT

Washington County reserves the right to award bids/proposals by individual line item(s), group, or all or none. The contract will be awarded to the bidder with the lowest responsible and responsive bid that complies with the specifications listed herein.

9.1 A back up bidder will be awarded in the event that the awarded lowest responsible and responsive bidder is not able to comply with this proposal and /or the contract is terminated within the first year of services; and

9.2 Washington County reserves the right to reject any or all bids submitted in response to this solicitation, to waive an informality or technicality, or to accept bids deemed to be in the best interest of the County.

10. TIME SCHEDULE

- 10.1 BID posted on County website and legal notice published, April 1, 2020.
- 10.2 BID requests for interpretations to be submitted by 2:00PM on April 20, 2020.
- 10.3 BID due at 4:00 PM, Wednesday, April 29, 2020.
- 10.4 BID opened at 11:00 AM, Thursday, April 30, 2020.

11. GENERAL SPECIFICATIONS & QUALIFICATIONS

In an effort to increase productivity and expedite Washington County road improvements, during peak months, the County is requesting bids for litter removal and mowing the right-of-way areas. The county is accepting bids for the services in the Eastern and Western County road right-of-ways.

Qualifying bidders must:

- A. Have a license to operate in the State of Arkansas;
- B. Have related project experience in litter removal and mowing;
- C. Have proper equipment, that will sufficiently complete the bid;
- D. Carefully review the entire solicitation, including the attachments; and
- E. Request any necessary clarifications before the deadline and response to this solicitation.

The attachments for BID 2020-05 Right-of-Way Litter Removal & Mowing shall include:

- Attachment A. Eastern Map of Road Maintenance Plan;
Attachment B. Western Map of Road Maintenance Plans;
Attachment C. Eastern Planned Right-of-Way Quantity Sheet; and
Attachment D. Western Planned Right-of-Way Quantity Sheet.

11. 1. DESCRIPTION: The Bidder shall provide all labor, equipment, and materials to accomplish the removal and disposal of litter and the mowing and trimming for the removal and disposal of litter and the mowing and trimming of the highway right-of-ways for vegetation control, in accordance with these specifications, plans and as directed by the County. The bidder must complete the litter removal, mowing, and trimming of the awarded areas, as described, in the in the specifications and plans of this bid.

With the County's written approval, the bidder may subcontract a portion of the bid; the awarded bidder must perform a minimum of 40% of the awarded area and maintain the required liability insurance and workman's compensation insurance with proof sent to the County. Such approved subcontracted work does not alter the completion dates specified in the bid.

11. 2. PROJECT SCOPE: The route(s) along which work is to be performed will be designated by the awarded sections of this bid and paid in accordance with the bid Attachments A. through D, by the limits defined in the beginning and ending log miles. Generally mowing shall consist of a swath ten feet wide extending from the outside edge of the outermost paved surface.

Mowing widths will vary as necessary to accommodate the good neighbor policy, drainage etc. All drainage areas and intersections shall be mowed each cycle. Intersections shall be mowed to allow for sight distance. The mowing area swath/width are listed in Attachment C. and D. Right-of-Way Quantity Sheets.

To accommodate construction projects, wildflower blooms, lack of growth, etc., the County may reduce the required mowing areas and/or cycles. Additionally, if growing conditions render a mowing unnecessary, the County may reduce the mowing areas and/or cycles. The areas that are reduced, by the County, shall not be invoiced for payment remittance. If the number of mowing cycles and/or areas are reduced, the County may determine that litter removal and disposal is necessary for the performance of the bid.

11. 3. THE GOOD NEIGHBOR POLICY: The "good neighbor policy" is the practice of matching the road right-of-way vegetation height to that of the adjacent privately owned land. Where the frontage of properties are cleared and maintained by cultivating, mowing, grazing or haying, and lie directly adjacent to the right-of-way, the right-of-way is to be mowed full width on the final mowing cycle. Some areas may require additional mowing each cycle i.e. residences and businesses. The County will notify the bidder of any additional mowing to be completed. The bidder shall invoice the County, in accordance with the prices listed in Section 12 of the bid. For wooded or brushy property or where agreed to by the owners of properties, this policy may not apply.

Additionally, owners of properties whose property abuts the right of way on non-controlled access roads are allowed to mow and maintain their frontage under certain circumstances. Arkansas Code Annotated (A.C.A.) §27-64-103 allows minor clearing that generally does not denude (strip) the land, in the right-of-way, of vegetation. Major clearing that could affect public safety, cause drainage, or erosion problems may require a County permit. Denuding areas greater than one acre also requires a National Pollutant Discharge Elimination System (NPDES) permit.

For controlled access freeways, the right-of-way is maintained at standard mowing widths or established mowing widths regardless of the adjacent property. If an adjoining property owner requests additional mowing and/or clearing, the County will review the request. The review would include District, Environmental and Administrative personnel. If approved, the permit would typically allow the property owner to do selective clearing and/or mowing and be accomplished and maintained by the owner at no expense to the County.

11. 4. EQUIPMENT: The equipment to be used completing the bid shall be in good working condition and suitable for safely mowing the rights-of-way of the road and for successfully performing this bid. Any equipment determined by the County to be a hazard to highway users or unsuitable for operation on the road right-of-way shall not be used while completing this bid. Sufficient equipment and accessory items, for efficient operation and completion of the bid, 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. Tractors shall be equipped to conform to all local, State, and Federal health and safety regulations and standards, including but not limited to flashing amber lights and slow moving equipment emblems.

The use of batwing mowers shall be limited to areas of sufficient width to allow the operation in all sections, with 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 any portion of the mower deck extended into the driving lane. With the mower unit raised, the power take-off (PTO) shaft for the mower unit shall be disengaged, when any mower moves from one site to another, under its own power.

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. All litter shall be covered, secured, or bagged to prevent it from being blown from the vehicle.

11. 5. REMOVAL AND DISPOSAL OF LITTER: All litter shall be disposed of in an environmentally safe fashion, in accordance with all local, State and Federal regulations, in a permitted landfill or disposal facility. Prior to each mowing cycle, 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 bid, litter is defined as trash, garbage, debris and refuse that includes but is not limited to: Paper, cardboard, plastic, glass, wrappers, bottles, lids, cans, wood, tires, tire parts, metal products, etc.

All litter revealed by the mowing operation, shall be picked up within 48 hours. Any litter placed in bags before or after mowing shall be removed from the right of way within 24 hours of bagging. Failure to remove litter in a timely manner, as stated above, will result in liquidated damages of \$250 per day.

11. 6. MOWING PROCEDURES: The County and the awarded bidder(s) shall meet prior to beginning of the first mowing cycle and others, if necessary, to review the work to be done. After the meeting, the awarded bidder(s) will be given the primary point of contact information, the assigned County project manager, of the award area. The awarded bidder will refer to the County's project manager in all matters pertaining to the completion of the awarded bid maintenance area(s).

The awarded bidder shall mow at least one time, during each of the three scheduled mowing cycles; the three scheduled mowing cycles are to be completed as noted below:

- Mowing Cycle 1. Begin by May 1 and complete by June 15
- Mowing Cycle 2. Begin by July 15 and complete by August 23
- Mowing Cycle 3. Begin by September 30 and complete by November 1

Each mowing cycle stands alone and is to be completed prior to the specified completion date. In as much as time is of the essence, to successfully complete of the bid, it is important to finish all maintenance areas expeditiously. Unless otherwise directed by the County, the bidder shall begin work, within ten (10) working days of issuance of a work order, of each cycle but no earlier than the specified beginning dates. The bidder shall not begin subsequent mowing cycles until receiving approval from the County. Maintaining a continuous operation, the bidder shall be complete mowing in fourteen (14) working days from the commencement of work and mowing cycles specified.

For successful completion of the bid, the bidder shall mow the awarded areas in the same sequence completed during the first mowing cycle. The County will determine with the mowing cycle (mowing, hand trimming and litter removal) has been successfully completed by the County.

Failure to complete the mowing cycle, in a timely fashion will accrue loss to the public. When the mowing is not successfully completed by the end of the mowing cycle specified, liquidated damages, in the sum of \$250 per day, will be deducted from the balance due and reflected on the invoice.

LIQUIDATED DAMAGES - RAIN DAYS: Rain days will be considered in the determination of completion date. The bidder will not mow in wet conditions that cause turf damage or ruts. Rain days are allowed, as an extension to the completion date of a moving cycle, only if the bidder is not able to employ 60% of their forces for 60% of the day or on days when instructed by the County not to mow because of wet conditions.

During times of excessive rain, to claim a rain day extension, the bidder must:

- A. Contact the County, and
- B. Receive the County's confirmation of approval for the rain days for:
 - i. Each mowing cycle, and
 - ii. Each maintenance area.

Any appeal of time changes and charges shall be made to the County in writing, within 30 days of submitting the invoice for payment.

If the bidder accrues liquidated damages that exceed the total Contract bid price, of the particular Mowing Cycle, the Bidder shall be deemed in default and the rights of the bidder to perform the bid Contract will be terminated. It is agreed that said liquidated sum is not a penalty and shall be used for reimbursement to the County for extended inspection and contract administration.

11. 7. GENERAL REQUIREMENTS: Mowing shall be performed only during daylight hours. Daylight hours are between civil sunrise and civil sunset.

When a maintenance area is completed, before moving mowers to the next maintenance area, the bidder shall inspect the work for compliance and contact the County for inspection. The contract day count will end when the bidder contacts the County for a final inspection. If remedial work is required, the day count will continue until all work is successfully completed. If an inspection is not performed by the County within two working days, the bidder is relieved of performing any remedial work in the section that was not inspected. Failure to contact the County can be used as grounds for nonrenewal of the contract for following mowing seasons.

When it is necessary for the equipment to cross the main traffic lanes, an escort shall be provided when equipment crosses. When crossing any bridge, mowers shall be driven in the right lane, with an escort, in the direct of flowing traffic. Failure to conform to these requirements shall be considered a major safety violation.

The bidder shall:

- A. Only mow the designated maintenance area;
- B. Have all rotary mowers eject cuttings and debris away from the roadway (See attached drawing);
- C. Immediately remove debris that is thrown or carried onto the paved surface by mowing or trimming operations;
- D. Deduct the cost of debris removal, from the amount invoiced to the County, if the bidder fails to remove it and forces the County to do so;
- E. Mow the vegetation in uniform fashion;
- F. Trim area vegetation to a height of 4 to 6 inches tall;
- G. Mow as close as practicable to all fixed objects;
- H. Hand-trim all remaining vegetation, that cannot be mowed in the designated maintenance area;
- I. Trim area concurrently and consistently, during the mowing operation;
- J. Park or store equipment, when is not in use, off the pavement or shoulder of the highway, in an inconspicuous location, no less than 30 feet from the edge of pavement, or as directed by the County;
- K. Do all diligence not to damage the existing ground areas, trees, shrubs, guardrail, signs, utilities, delineators, fixed object, or any other structure;

- L. Replace or repair damaged areas or items, as directed by the County, at no cost to the County;
- M. Straighten delineators and signs that are bent over at the time that they are damaged;
- N. Remove any cuttings or trimmings from culvert inlets, at the time they are obstructed, when drainage flow is restricted;
- O. Deduct invoices for repairs and replacements, made by the County, due to damages resulting from the bidder's operation;
- P. Remedy damages within 30 days of written notification; and
- Q. Be placed in default, if they fail to remedy damages caused by their operation as described.

11. 8. ADVANCE WARNING SIGNS: The Bidder shall furnish portable signs, in accordance with the Manual on Uniform Traffic Control Devices by the Federal Highway Administration, to notify the traveling public of mowing, trimming and litter removal operations. The Bidder shall place the signs along the highway during all operations and remove them immediately after the operation ceases.

The signs used shall be diamond shaped with black letters on an orange, reflective background with a black border.

Whenever mowers are operating, or trimming work is being done, the signs shall be a minimum size of 36" x 36", and the words on the signs shall be MOWERS WORKING AHEAD (W21-8) with a minimum letter size of five (5) inches.

When the bidder is only removing litter, the signs used shall be a minimum size of 36" x 36" and the words on the signs shall be ROAD WORK AHEAD (W20-1) with a minimum letter size of five (5) inches.

These signs shall be mounted on the shoulder, at the beginning points of the operation, from both directions of travel. Signs shall be mounted so that the bottom of the sign is not less than one (1) foot above the pavement edge. The Bidder's signs shall not be mounted to existing County signage, assemblies, or supports. Higher mounting heights are desirable. Litter removal, mowing, and trimming operations shall not extend greater than five (5) miles beyond the advance warning signs. As operations advance the warning signs shall be advanced, to maintain the operations within five (5) miles after the advance warning signs. Additional signs may be used to extend operations.

Advance warning signs will not be measured or paid for separately but, will be considered included in the bid price listed.

11. 9. SAFETY APPAREL FOR WORKERS: The bidder shall provide all workers with high visibility safety apparel meeting the Performance Class 2 or 3 requirements, of the American National Standard for High-Visibility Safety Apparel and Headwear ANSI/ISEA 107-2004, in accordance with regulations for workers on Federal Aid Highways. Failure to wear safety apparel while working on the right-of-way is considered a major safety violation and the bidder will be penalized one day of Liquidated Damages.

11. 10. SAFETY VIOLATIONS: For successful completion of this bid, extreme caution and appropriate safety measures shall be taken at all times.

If a bidder fails to conform to all the required safety measures, that result in major safety violations, the bidder:

- A. Will be warned of the violation.
- B. A second major safety violation will result in:
 - i. Suspension of work,
 - ii. A cure notice,
 - iii. Nonrenewal of the contract for following mowing seasons, and
 - iv. Possible termination of the agreement.

11. 11. BIDDER LIABILITY: The bidder must assume full liability (not just the deductible) for hazards to traffic that might be created by their mowing operation and hold the County and its employees harmless in all respects.

At all time, while completing the bid, the bidder shall bear all costs and expenses, for 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 County within 10 days of the notice of award. Failure to provide such certification in a timely manner will result in cancellation of award and/or forfeiture of bid bond. The bidder will not be permitted to work until the proper certification has been provided to the County. Each policy or its declaration pages shall provide that the policy shall not be materially changed or canceled until the County has been given a minimum 30 days written notice. If any policy is canceled, during the duration of bid completion, a satisfactory replacement policy shall be in force, with notice and evidence of insurance to the County, prior to the effective date of cancellation of the former policy.

During the performance of the bid, failure to furnish a 30-day written notice, before any insurance policy change or cancellation, will result in the termination of the Contract and the bidder will be placed in default status.

The bidder must furnish the County with the key point of contact information (name, address, phone number, etc.) of the person to be contacted regarding property damage caused by the bidder's operation. This information and the Bidder's insurance agent may be provided to claimants who contact the County with an alleged claim.

11. 12. PUBLIC RELATIONS AND BIDDER'S RESPONSIBILITIES: Work on County roads may require contact with the public. The bidder must have an employee on site, when work is being performed, that can converse with them. While conversing with the public, the bidder's employee must always be courteous and professional. Rude and vulgar behavior or language will not be tolerated by the bidder, their employees, or subcontractors.

11. 13. QUALIFICATION PROVISION FOR AWARD: Bidders must provide the list of available equipment in each bid packet response. The County will determine if the bidder can provide adequate resources to complete bid and fulfill the Contract within the Mowing Cycles specified. Equipment will be evaluated by the County prior to award, based on the following performance:

6' Bush hog	45-55 HP (horse power)	3 miles/Day
10' Bush hog	55-115 HP	5 miles/Day

The bid and Contract will be awarded based on the capacity of the lowest Bidder to perform the work, within the Mowing Cycle listed. The County will not award a bidder any additional maintenance area if, they have incomplete jobs for the Mowing Cycle or are accruing liquidated damages. The Contract may be terminated and the bidder will be placed in default if, the bid work is not fulfilled during each Mowing Cycle, by the final date, including all County approved time extensions.

11. 14. DEFAULT AND TERMINATION OF CONTRACT: The Road Department may give a written cure notice for delay, neglect, or default, terminate the Contract, and send notice to the bidder and the Surety of the bidder, if the bidder:

- A. Fails to perform work according to these specifications, or
- B. Fails to begin work at the appropriate time within the time period specified, or
- C. Fails to perform the work with sufficient resources to assure timely completion, or
- D. Fails to perform the work in accordance with the bid requirements, or
- E. Fails or refuses to correct rejected or unacceptable work, or
- F. Discontinues the procession 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
- G. Accrues liquidated damages that exceed the total Contract bid price of the Mowing Cycle, or
- H. Fails to complete the bid Contract, for any cause whatsoever, that is not an acceptable manner, or
- I. Is defaulted or has a principal who is also principal of any firm, partnership, or corporation which has defaulted on another County bid or contract.

The Bidder, principal or persons previously working with the County will not be awarded a bid for another County mowing project for a period of twelve months or greater.

11. 15. METHOD OF MEASUREMENT: Quantities for Mowing and Trimming and Removal and Disposal of Litter, as shown on Attachments A. through D. shall be considered as final quantities and no further measurements will be made unless the County approves a modification. If any such discrepancy is discovered by the bidder, the bidder

shall furnish evidence that substantial variations exist between the quantities shown on the Attachments. Each mowing cycle will be measured separately.

Removal and Disposal of Litter quantities will equal the designated quantities on Attachments A. through D.. The bid price for Removal and Disposal of Litter shall include the removal of litter before each mowing cycle (and after as necessary) within the awarded mowing areas. The prices for the Removal and Disposal of Litter will be listed separately for each mowing cycle.

11. 16. BASIS OF PAYMENT: Work described successfully completed and approved, for this bid include furnishing all labor, equipment, tools, materials, and incidentals necessary to complete the work. Invoices for approved work of completed maintenance areas, shall be submitted at two-week intervals.

Payment will be made under:

<u>ITEM</u>	<u>PAY UNIT</u>
Removal & disposal of Litter	Per Linear Mile
Mowing and trimming	Per Linear Mile

12. BID PRICING & ITEM LIST

East Maintenance Area

<u>Description</u>	<u>Unit Amount</u>	<u>Price Per Linear Mile</u>	<u>Total</u>
A. Removal and Disposal of Litter	65.66 miles	\$.	\$.
B. Mowing and Trimming Right-of-Way	65.66 miles	\$.	\$.
		Total for Mowing Cycle 1:	\$.
		Total for Mowing Cycle 2:	\$.
		Total for Mowing Cycle 3:	\$.
		Total bid for 2020 annual Eastern maintenance Area:	\$.

Western Maintenance Area

<u>Description</u>	<u>Unit Amount</u>	<u>Price Per Linear Mile</u>	<u>Total</u>
A. Removal and Disposal of Litter	72.2 miles	\$.	\$.
B. Mowing and Trimming Right-of-Way	72.2 miles	\$.	\$.
		Total for Mowing Cycle 1:	\$.
		Total for Mowing Cycle 2:	\$.
		Total for Mowing Cycle 3:	\$.
		Total bid for 2020 annual Western maintenance Area:	\$.

Additional Tasks As Needed

<u>Description</u>	<u>Price Per Linear Mile</u>
A. Removal and Disposal of Litter	As per requested: \$.
B. Mowing and Trimming Right-of-Way	As per requested: \$.

Total Project Bid: \$.

I have read Bid 2020-05 Right-of-Way Litter Removal & Mowing in its entirety (including all attachments and plans) and requested any needed clarifications, and have an understanding of this solicitation. Yes No

I visited the site and become familiar with and satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work. Yes No

I am familiar with and satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of this bid. Yes No

I have given the County written notice of all conflicts, errors, ambiguities or discrepancies that I discovered in the bid documents and the written resolution thereof by the County is acceptable, and the bid documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this Bid is submitted. Yes No

I can meet all of the specifications, qualifications, and requirements of this bid in its entirety. Yes No

Is there are certain portion of the bid, that you only want to be awarded?
If yes, please explain: Yes No

I accept the provisions of this Bid 2020-05 as to the liquidated damages in the event of failure to complete the bid Contract within the times specified in the Agreement. Yes No

List any proposed subcontractors with the percentage of work, contained in this bid, to be complete. Note that subcontractors must be approved by the County. (Attach additional pages, if more space is needed.)

Work to be Performed	Percent of Total Bid	Subcontractor's Name & Address
	%	
	%	
	%	
	%	
	%	

The County is authorized to contact any references or previous clients: Yes No

I have experience performing these types of services: Yes No

Total Number of Employees:

Number of Employees Available for Assignment to this bid Contract: _____

Year originated: _____ Number of Years in Business: _____

Number of years in the business under your present firm or trade name? _____

Average Days Needed to Complete a Similar Project: _____

Have you ever failed to complete any work awarded to you? Yes No

Have you ever defaulted on a contract? Yes No

If yes, where and why: _____

List five important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.

Project Name	Cost	Month & Year Completed
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

List your major equipment available for this contract. (Attach additional pages, if more space is needed.)

- | | |
|-----|-----|
| 1. | 2. |
| 3. | 4. |
| 5. | 6. |
| 7. | 8. |
| 9. | 10. |
| 11. | 12. |
| 13. | 14. |

15.	16.
17.	18.
19.	20.

Do you have past experience providing these services, of similar capacity, for a government or business entity: Yes No

If yes answer the following:

- a. How many years of experience: _____
- b. Name Government /Business Entity of Reference: _____
- c. Primary Point of Contact with Reference: _____
- d. Phone Number: _____ () - _____
- e. Email: _____

Provide nine business and / or government references from past job experience:

Reference 1	Reference 2	Reference 3
Name	Name	Name
Address	Address	Address
City, State Zip	City, State Zip	City, State Zip
Phone	Phone	Phone
Email	Email	Email

Reference 4	Reference 5	Reference 6
Name	Name	Name
Address	Address	Address
City, State Zip	City, State Zip	City, State Zip
Phone	Phone	Phone
Email	Email	Email

