INVITATION TO BID NO: 09-X-2208063

STATE OF ALABAMA

DEPTARTMENT OF FINANCE
DIVISION OF PURCHASING

INVITATION TO BID

REQ. AGENCY : 012038
ALDOT - 6TH DIV DIST 2
AGENCY REQ. NO. :
T-NUMBER : TA932
DATE ISSUED : 10/06/09
VENDOR NO. :
VENDOR PHONE NO. :
SNAP REQ. NO. : 1420159
BUYER NAME : KATHY MOORE

FOR: SWEEPING, CLEANING & INSPECTION OF DRAIN
6TH DIVISION

BUYER PHONE NO. : (334) 242-7040-
PURCHASING PHONE NO: (334) 242-7250

BID MUST BE RECEIVED BEFORE:
DATE: 10/28/09 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:
DATE: 10/29/09 TIME: 10:00 AM

TO BE COMPLETED BY VENDOR

INFORMATION IN THIS SECTION SHOULD BE PROVIDED, AS APPROPRIATE. BID RESPONSE MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

1. DELIVERY: CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER

2. TERMS: _____(DISCOUNTS ARE TAKEN WITHOUT REGARD TO DATE OF PAYMENT.)

3. PRICE VALID FOR ACCEPTANCE WITHIN _____ DAYS.

4. VENDOR QUOTATION REFERENCE NUMBER, IF ANY: _____
(THIS NUMBER WILL APPEAR ON THE PURCHASE ORDER.)

5. E-MAIL ADDRESS: _____

INTERNET WEBSITE: _____

6. GENERAL CONTRACTOR'S LICENSE NO: _____

TYPE OF G.C. LICENSE: _____

***** IMPORTANT NOTE: *****
BIDDERS MUST COMPLY WITH ALL "BID RESPONSE INSTRUCTIONS" ON PAGE 2, TO INCLUDE ITEM 7 - COPY REQUIREMENT.

RETURN INVITATION TO BID:

US MAIL	COURIER
STATE OF ALABAMA DEPARTMENT OF FINANCE DIVISION OF PURCHASING P O BOX 302620 MONTGOMERY, AL 36130-2620	STATE OF ALABAMA DIVISION OF PURCHASING RSA UNION BUILDING 100 N. UNION ST., SUITE 192 MONTGOMERY, AL 36104

SIGNATURE AND NOTARIZATION REQUIRED

I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH EACH ITEM OFFERED AT THE PRICE QUOTED. I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO REFRAIN FROM BIDDING.

SWORN TO AND

SUBSCRIBED BEFORE ME THIS

_____ DAY OF _____

_____
NOTARY PUBLIC

TERM EXP: _____

_____
FEIN OR SSN

_____
COMPANY NAME

_____
MAIL ADDRESS

_____
CITY, STATE, ZIP

_____
PHONE INCLUDING AREA CODE

_____
AUTHORIZED SIGNATURE (INK)

_____
TYPE/PRINT AUTHORIZED NAME

_____
TITLE

_____
TOLL FREE NUMBER

_____
FAX NUMBER

STANDARD TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 09-X-2208063 PAGE 2
INVITATION TO BID
OPEN DATE : 10/29/09 TIME: 10:00 AM
T-NUMBER : TA932
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AUTHORITY:
THE DEPARTMENT OF FINANCE CODE OF ADMINISTRATIVE PROCEDURE, CHAPTER 355-4-1 EFFECTIVE DECEMBER 20, 2001 IS INCORPORATED BY REFERENCE AND MADE A PART OF T HIS DOCUMENT. TO RECEIVE A COPY CALL (334)242-7250, OR OUR WEBSITE WWW.PURCHASING.ALABAMA.GOV .

INFORMATION AND ASSISTANCE TO MINORITY BUSINESSES IN THE TECHNICAL COMPLETION OF REQUIRED FORMS MAY BE OBTAINED FROM THE OFFICE OF MINORITY BUSINESS ENTERPRISE, 1-800-447-4191.

BID (ITB) RESPONSE INSTRUCTIONS REV: 09/18/09

1. TO SUBMIT A RESPONSIVE BID, READ THESE INSTRUCTIONS, ALL TERMS, CONDITIONS AND SPECIFICATIONS.

2. BID ENVELOPES/PACKAGES/BOXES MUST BE IDENTIFIED ON FRONT, PREFERABLY LOWER LEFT CORNER AND BE VISIBLE WITH THE BID NUMBER AND OPENING DATE. EACH INDIVIDUAL BID (IDENTIFIED BY A UNIQUE BID NUMBER) MUST BE SUBMITTED IN A SEPARATE ENVELOPE. RESPONSES TO MULTIPLE BID NUMBERS SUBMITTED IN THE SAME ENVELOPE/COURIER PACKAGE, THAT ARE NOT IN SEPARATE ENVELOPES PROPERLY IDENTIFIED, WILL BE REJECTED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR LATE BIDS FOR ANY REASON INCLUDING THOSE DUE TO POSTAL, OR COURIER SERVICE. BID RESPONSES MUST BE IN THE DIVISION OF PURCHASING OFFICE PRIOR TO THE "RECEIVE DATE AND TIME" INDICATED ON THE BID.

3. BID RESPONSES (PAGE 1, PRICE SHEET AND ADDENDUMS (WHEN SIGNATURE IS REQUIRED)) MUST BE IN INK OR TYPED ON THIS DOCUMENT. OR EXACT FORMAT WITH SIGNATURES BEING HANDWRITTEN ORIGINALS IN INK (PERSON SIGNING BID, NOTARY, AND NOTARY EXPIRATION), OR THE BID WILL BE REJECTED. UNLESS INDICATED IN THE BID, ALL PRICE PAGES MUST BE COMPLETED AND RETURNED. IF AN ITEM IS NOT BEING BID, IDENTIFY IT AS NB (NO-BID). PAGES SHOULD BE SECURED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR MISSING PAGES. FAXED BID RESPONSES WILL NOT BE ACCEPTED.

4. THE UNIT PRICE ALWAYS GOVERNS REGARDLESS OF THE EXTENDED AMOUNT. A UNIT PRICE CHANGE ON A LINE MUST BE INITIALED BY THE PERSON SIGNING THE BID, OR THAT LINE WILL BE REJECTED. THIS INCLUDES A CROSS-OUT, STRIKE-OVER, INK-OVER, WHITE-OUT, ERASURE, OR ANY OTHER METHOD CHANGING THE PRICE.

5. A "NO BID" MUST BE RETURNED TO REMAIN ON A CLASS/SUBCLASS. RETURN PAGE 1 OR NOTIFICATION PAGE MARKED "NO-BID". IDENTIFY IT ON THE ENVELOPE AS A "NO-BID". FAILING TO RESPOND TO 3 ITB'S WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. RESPONDING WITH 6 "NO-BIDS" WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. A "NO-BID" RECEIVED LATE IS CONSIDERED A NO RESPONSE.

6. THE DIVISION OF PURCHASING IS NOT RESPONSIBLE FOR MISINTERPRETATION OF DATA FAXED FROM THIS OFFICE.

7. THE DIVISION OF PURCHASING REQUIRES AN ORIGINAL AND A MINIMUM OF ONE COMPLETE EXACT COPY (TO INCLUDE SIGNATURE AND NOTARY) OF THE INVITATION-TO-BID RESPONSE. THE ORIGINAL AND THE COPY SHOULD BE SUBMITTED TOGETHER AS A BID PACKAGE. FAILURE TO MARK RESPONSES AS "ORIGINAL" AND/OR "COPY" COULD RESULT IN THE ENTIRE BID RESPONSE BEING REJECTED.

8. AN IMPROPERLY SUBMITTED BID, LATE BID, OR BID THAT IS CANCELLED ON OR BEFORE THE OPENING DATE WILL BE HELD FOR 90 DAYS AND THEN DESTROYED. THE BID MUST BE RETRIEVED DURING REGULAR WORK HOURS, MONDAY - FRIDAY, EXCEPT STATE HOLIDAYS. AFTER THE BID IS DESTROYED, THE DIVISION OF PURCHASING ASSUMES NO RESPONSIBILITY FOR THE DOCUMENT.

DISQUALIFIED/CANCELLED BID

BIDS THAT ARE IMPROPERLY SUBMITTED OR RECEIVED LATE WILL BE A RESPONSE FOR RECORD, BUT WILL NOT BE RETURNED OR A NOTIFICATION MAILED.

THE FOLLOWING IS A PARTIAL LIST WHEREBY A BID RESPONSE WILL BE DISQUALIFIED:

BID NUMBER NOT ON FACE OF ENVELOPE/COURIER PACKAGE/BOX
RESPONSES TO MULTIPLE BID NUMBERS IN SAME ENVELOPE NOT PROPERLY IDENTIFIED
BID RECEIVED LATE
BID NOT SIGNED/NOT ORIGINAL SIGNATURE
BID NOT NOTARIZED/NOT ORIGINAL SIGNATURE OF NOTARY AND/OR NO NOTARY EXPIRATION
NOTARIZED OWN SIGNATURE
REQUIRED INFORMATION NOT SUBMITTED WITH BID
FAILURE TO SUBMIT THE ORIGINAL BID AND A COMPLETE EXACT COPY

CERTIFICATION PURSUANT TO ACT NO. 2006-557

ALABAMA LAW (SECTION 41-4-116,CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVERY INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING, AND REMITTING ALABAMA STATE AND LOCAL SALES, USE, AND/OR LEASE TAX ON ALL TAXABLE SALES AND LEASES INTO ALABAMA. BY SUBMITTING THIS BID, THE BIDDER IS HEARBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.

INTENT TO AWARD

EFFECTIVE MAY 1, 2008, THE STATE OF ALABAMA - DIVISION OF PURCHASING WILL ISSUE AN 'INTENT TO AWARD' BEFORE A FINAL AWARD IS MADE. THE 'INTENT TO AWARD' WILL CONTINUE FOR A PERIOD OF FIVE (5) CALENDAR DAYS, AFTER WHICH A PURCHASE ORDER WILL BE PRODUCED. UPON FINAL AWARD, ALL RIGHTS TO PROTEST ARE FORFEITED. A DETAILED EXPLANATION OF THIS PROCESS MAY BE REVIEWED IN THE ALABAMA ADMINISTRATIVE CODE - CHAPTER 355-4-1(14).

ALTERNATE BID RESPONSE

UNLESS STATED ELSEWHERE IN THIS INVITATION-TO-BID (ITB) THE STATE OF ALABAMA WILL ACCEPT AND EVALUATE ALTERNATE BID SUBMITTALS ON ANY ITB'S. ALTERNATE BID RESPONSES WILL BE EVALUATED ACCORDING TO THE REQUIREMENTS AS ALL OTHER RESPONSES TO THIS ITB.

INTERNET WEBSITE LINK'S

INTERNET AND/OR WEBSITE LINKS WILL NOT BE ACCEPTED IN BID RESPONSES AS A MEANS TO SUPPLY ANY REQUIREMENTS STATED IN THIS ITB (INVITATION-TO-BID).

PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE

IN ACCORDANCE WITH THE UNIVERSAL COMMERCE CODE (CODE OF ALABAMA, TITLE 7), AFTER DELIVERY, THE STATE OF ALABAMA HAS THE RIGHT TO INSPECT ALL PRODUCTS BEFORE ACCEPTING. THE STATE WILL INSPECT PRODUCTS IN A REASONABLE TIMEFRAME. SIGNATURE ON A DELIVERY DOCUMENT DOES NOT CONSTITUTE ACEPTANCE BY THE STATE. THE STATE WILL ACCEPT PRODUCTS ONLY AFTER SATISFACTORY INSPECTION.

SALES TAX EXEMPTION

PURSUANT TO THE CODE OF ALABAMA, 1975, TITLE 40-23-4 (A) (11), THE STATE OF ALABAMA IS EXEMPT FROM PAYING SALES TAX. AN EXEMPTION LETTER WILL BE FURNISHED UPON REQUEST.

INVOICES

INQUIRIES CONCERNING PAYMENT AFTER INVOICES HAVE BEEN SUBMITTED ARE TO BE DIRECTED TO THE RECEIVING AGENCY, NOT THE DIVISION OF PURCHASING

BID RESPONSES AND BID RESULTS

UNEVALUATED BID RESPONSES (NOT BID RESULTS) ARE AVAILABLE ON OUR WEB SITE AT WWW.PURCHASING.ALABAMA.GOV. BID RESULTS WILL BE MADE AVAILABLE FOR REVIEW IN THE DIVISION OF PURCHASING OFFICE, BUT ONLY AFTER THE BID HAS BEEN AWARDED. WE DO NOT FAX OR MAIL COPIES OF BID RESULTS. IF A VENDOR WISHES TO REVIEW BID RESULTS IN OUR OFFICE, THEY SHOULD FAX THEIR REQUEST TO REVIEW THE BID TWO DAYS IN ADVANCE TO THE "BID REVIEW CLERK" AT (334) 242-4419. BE SURE TO REFERENCE THE BID NUMBER.

FOREIGN CORPORATION - CERTIFICATE OF AUTHORITY

ALABAMA LAW PROVIDES THAT A FOREIGN CORPORATION (AN OUT-OF-STATE COMPANY/FIRM) MAY NOT TRANSACT BUSINESS IN THE STATE OF ALABAMA UNTIL IT OBTAINS A CERTIFICATE OF AUTHORITY FROM THE SECRETARY OF STATE. SECTION 10-2B-15.01, CODE OF ALABAMA 1975. TO OBTAIN FORMS FOR A CERTIFICATE OF AUTHORITY, CONTACT THE SECRETARY OF STATE, CORPORATIONS DIVISION, (334) 242-5324. THE CERTIFICATE OF AUTHORITY DOES NOT KEEP THE VENDOR FROM SUBMITTING A BID.

BID IDENTIFICATION

REFERENCE PAGE 2, ITEM 2. DUE TO THE POSTAL SERVICE PUTTING BAR CODE LABELS ON ENVELOPES, IT CONCEALS THE BID NUMBER AND DATE IF THE VENDOR HAS WRITTEN THEM OTHER THAN THE LOWER LEFT CORNER, THEREFORE THE BID WOULD BE REJECTED FOR NOT BEING PROPERLY IDENTIFIED.

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 09-X-2208063
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AWARD:
THE AWARD SHALL BE MADE TO THE LOWEST RESPONSIBLE BIDDER MEETING ALL SPECIFICATIONS.

CONTRACT PERIOD:
ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND, THIRD, FOURTH, AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND, THIRD, FOURTH, OR FIFTH 12 MONTH PERIOD, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST, SECOND, THIRD, OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

PRICE SHEET

VENDOR NAME :

VENDOR NUMBER: -

INVITATION TO BID

ITB NO. : 09-X-2208063

OPEN DATE : 10/29/09 TIME: 10:00 AM

T-NUMBER : TA932

RETURN DATE: 10/28/09 TIME: 5:00 PM

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: R1 / STATEWIDE				
00001	COMMODITY CODE: 968-74-057276 SWEEPING AND CLEANING HIGHWAY AS FOLLOWS PER PROVIDED SPECIFICATIONS: ROUTINE CYCLICAL SWEEPING OF INTERSTATE I-85 IN MACON COUNTY. ESTIMATED ANNUAL MILES - 3500	1	MILE	_____	_____
00002	COMMODITY CODE: 968-74-057276 SWEEPING AND CLEANING OF HIGHWAYS AS FOLLOWS PER PROVIDED SPECIFICATIONS: EMERGENCY/SPECIAL SWEEPING OF INTERSTATE AND NON-INTERSTATE ROUTES IN MACON COUNTY AS REQUESTED BY THE DISTRICT ENGINEER. ESTIMATED ANNUAL HOURS - 84	1	HOUR	_____	_____
00003	COMMODITY CODE: 968-74-057276 SWEEPING AND CLEANING OF HIGHWAYS AS FOLLOWS PER PROVIDED SPECIFICATIONS: EMERGENCY/SPECIAL SWEEPING OF INTERSTATE AND NON-INTERSTATE ROUTES IN BULLOCK COUNTY AS REQUESTED BY DISTRICT ENGINEER. ESTIMATED ANNUAL HOURS - 36	1	HOUR	_____	_____
00004	COMMODITY CODE: 968-73-083329 CULVERT/STORM DRAIN CLEANING AS FOLLOWS PER PROVIDED SPECIFICATIONS: INLET AND PIPE CLEANING ALONG INTERSTATE AND NON-INTERSTATE HIGHWAYS IN MACON COUNTY IN ACCORDANCE WITH THE PROVIDED SPECIFICATIONS. WORK TO BE ON AN "AS NEEDED" BASIS AS REQUESTED BY THE DISTRICT ENGINEER. ESTMATED ANNUAL HOURS- 28	1	HOUR	_____	_____
00005	COMMODITY CODE: 968-73-083329 CULVERT/STORM DRAIN CLEANING AS FOLLOWS PER PROVIDED SPECIFICATIONS: INLET AND PIPE CLEANING ALONG INTERSTATE AND NON-INTERSTATE HIGHWAYS IN BULLOCK COUNTY IN ACCORDANCE WITH THE PROVIDED SPECIFICATIONS. WORK TO BE ON AN "AS NEEDED" BASIS AS REQUESTED BY THE DISTRICT ENGINEER. ESTIMATED ANNUAL HOURS - 12	1	HOUR	_____	_____
00006	COMMODITY CODE: 968-73-083329 CULVERT/STORM DRAIN VIDEO INSPECTION AS FOLLOWS PER PROVIDED SPECIFICATIONS:	1	HOUR	_____	_____

PAGE TOTAL _____

PRICE SHEET

VENDOR NAME :

VENDOR NUMBER: -

INVITATION TO BID

ITB NO. : 09-X-2208063

OPEN DATE : 10/29/09 TIME: 10:00 AM

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RETURN DATE: 10/28/09 TIME: 5:00 PM

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	INLET AND PIPE VIDEO INSPECTION ALONG INTERSTATE AND NON-INTERSTATE HIGHWAYS IN MACON COUNTY IN ACCORDANCE WITH THE PROVIDED SPECIFICATIONS. WORK TO BE ON AN "AS NEEDED" BASIS AS REQUESTED BY THE DISTRICT ENGINEER. ESTMATED ANNUAL HOURS - 28				
00007	COMMODITY CODE: 968-73-083329 CULVERT/STORM DRAIN VIDEO INSPECTION AS FOLLOWS PER PROVIDED SPECIFICATIONS: INLET AND PIPE VIDEO INSPECTION ALONG INTERSTATE AND NON-INTERSTATE HIGHWAYS IN BULLOCK COUNTY IN ACCORDANCE WITH THE PROVIDED SPECIFICATIONS. WORK TO BE ON AN "AS NEEDED" BASIS AS REQUESTED BY THE DISTRICT ENGINEER. ESTIMATED ANNUAL HOURS - 12	1	HOUR	_____	_____

PAGE TOTAL _____

BID TOTAL _____

SPECIFICATIONS
SWEEPING, MACON & BULLOCK COUNTY

** REVISED 1/7/09

CONTRACT #: TA - 932
ITB # : 10 – X – _____

1.00 CONTRACTOR REQUIREMENTS – GENERAL

1.01 PURSUANT TO SECTION 34-8-1 (a) OF THE CODE OF ALABAMA, EACH CONTRACTOR MUST SUBMIT WITH THEIR BID PROOF OF LICENSING THROUGH THE ALABAMA STATE BOARD OF LICENSING FOR GENERAL CONTRACTORS, WITH APPROVED MAXIMUM BID LIMITS SUFFICIENT TO COVER THE BID RELATED TO THIS SPECIFICATION. **FAILURE TO COMPLY WILL BE CAUSE FOR REJECTION OF THE BID.** CONTRACTOR MUST BE LICENSED IN AN AREA OF WORK APPROPRIATE TO THE WORK SCOPE APPLICABLE TO THIS BID PROCESS. CONTRACTOR MUST BE LICENSED AS A PRIME CONTRACTOR. A COPY OF THE CONTRACTOR'S CURRENT YEAR'S LICENSE WILL EXPEDITE THE EVALUATION PROCESS.

*****APPLIES TO BIDS IN EXCESS OF $50,000 ONLY!*****

1.02 EACH CONTRACTOR MUST SUBMIT WITH THEIR BID PROOF OF LIABILITY INSURANCE IN THE MINIMUM AMOUNT OF $1,000,000 PER OCCURRENCE, $2,000,000 AGGREGATE. EACH CONTRACTOR SHALL FURTHER PROVIDE PROOF OF WORKMAN'S COMPENSATION INSURANCE SUFFICIENT TO SATISFY ALL LEGAL REQUIREMENTS OF THE STATE OF ALABAMA. **FAILURE TO PROVIDE THIS DOCUMENTATION WITH THE BID PACKAGE WILL DELAY EVALUATION OF THE BID.**

1.03 IN ACCORDANCE WITH SECTION 41-16-59 OF THE CODE OF ALABAMA, THE SUCCESSFUL BIDDER ON THIS SOLICITATION IS RESTRAINED FROM ASSIGNING OR SUB-CONTRACTING ANY PORTION OF THE WORK UNDER THIS CONTRACT.

1.04 THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE STATE, THE DEPARTMENT, THE OFFICERS AND EMPLOYEES FROM ALL SUITS, ACTIONS OR CLAIMS OF ANY CHARACTER BROUGHT BECAUSE OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS, OR PROPERTY DUE TO THE OPERATIONS OF THE SAID CONTRACTOR; OR BECAUSE OF OR IN CONSEQUENCE OF ANY NEGLECT IN SAFEGUARDING THE WORK; OR THROUGH USE OF UNACCEPTABLE MATERIALS IN CONSTRUCTING WORK; OR BECAUSE OF ANY ACT OR OMISSION, NEGLECT OR MISCONDUCT OF SAID CONTRACTOR; OR BECAUSE OF ANY CLAIMS OR AMOUNTS ARISING OR RECOVERED UNDER THE "WORKMAN'S COMPENSATION ACT" OR ANY OTHER LAW, ORDINANCE, ORDER, OR DECREE; AND SO MUCH OF THE MONEY DUE THE SAID CONTRACTOR UNDER AND BY VIRTUE OF HIS CONTRACT AS MAY BE CONSIDERED NECESSARY BY THE DEPARTMENT FOR SUCH PURPOSE, MAY BE RETAINED FOR THE USE OF THE STATE; OR IN CASE NO MONEY IS DUE, HIS SURETY WILL BE HELD LIABLE UNTIL SUCH SUIT OR SUITS, ACTION OR ACTIONS, CLAIM OR CLAIMS FOR INJURIES OR DAMAGES AS AFORESAID SHALL HAVE BEEN SETTLED AND SUITABLE EVIDENCE TO THAT EFFECT FURNISHED TO THE DEPARTMENT; EXCEPT THAT MONEY DUE THE CONTRACTOR WILL NOT BE WITHHELD WHEN THE CONTRACTOR PRODUCES

SATISFACTORY EVIDENCE THAT HE IS ADEQUATELY PROTECTED BY PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.

1.05 THE CONTRACTOR MUST PROVIDE THE STATE OF ALBAMA WITH A PERFORMANCE BOND IN THE AMOUNT OF AWARD, NOT TO EXCEED $100,000.00, PRIOR TO AWARD OF A PURCHASE ORDER.

1.06 THE TOTAL BID PRICE FOR EVALUATION PURPOSES WILL BE THE TOTAL CALCULATED SUM OF LINE #00001 ON THE BID SOLICITATION, EXTENDED AS A PRODUCT OF UNIT BID PRICE TIMES ESTIMATED ANNUAL USAGE AS INDICATED IN THE PROVIDED ROUTE SHEETS, AS FOLLOWS :

- SWEEPING (MACON COUNTY) – 6023.00 MILES PER ANNUM

1.07 PAYMENT SHALL BE MADE IN ARREARS BY THE UNIT PRICE FOR EACH LINE ITEM ACTUALLY COMPLETED. AN ITEMIZED INVOICE SHALL BE MAILED MONTHLY TO THE "BILL TO" ADDRESS SHOWN ON THE PURCHASE ORDER.

2.00 WORK SCOPE

2.01 ALL WORKMANSHIP SHALL BE OF A PROFESSIONAL QUALITY AND STANDARD AS GENERALLY ACCEPTED IN THE TRADE. ALL WORKMANSHIP IS SUBJECT TO INSPECTION AND APPROVAL BY THE DISTRICT ENGINEER, OR HIS DESIGNEE, AND MUST MEET THE REQUIREMENTS OF THE ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (CURRENT EDITION) AND ALABAMA MAINTENANCE MANUAL AS WELL AS ANY STANDARD DRAWINGS, SPECIAL DRAWINGS AND SPECIAL PROVISIONS.

2.02 ATTENTION IS DRAWN TO THE FACT THAT THIS WORK WILL BE PERFORMED UNDER TRAFFIC CONDITIONS REQUIRING SPECIAL CARE TO EXPEDITE THE WORK AND PREVENT UNDUE HAZARDOUS CONDITIONS. **TRAFFIC CONTROL WILL BE THE RESPONSIBILITY OF THE CONTRACTOR IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CHAPTER VI OF THE MOST CURRENT EDITION OF THE STANDARDS AND GUIDES FOR TRAFFIC CONTROLS FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE, UTILITY AND INCIDENTAL MANAGEMENT OPERATIONS.** ATTENTION IS DRAWN TO THE REQUIREMENTS OF SUB-ARTICLE 630.03 (D) OF THE CURRENT SPECIFICATION.

2.03 PRICES TO INCLUDE ALL EQUIPMENT, TOOLS, LABOR AND OTHER NECESSARY INCIDENTALS FOR THE COMPLETION OF THIS WORK IN AN APPROVED AND SATISFACTORY MANNER. NO WORK WILL BE DONE WITHOUT PRIOR APPROVAL AND NOTIFICATION BY THE DISTRICT ENGINEER AT LOCATIONS DESIGNATED.

2.04 CONTRACT PERIOD TO COVER A PERIOD OF TWELVE (12) MONTHS FROM DATE OF AWARD, WITH OPITON TO RENEW FOR A SECOND, THIRD, FOURTH, AND FIFTH TWELVE MONTH PERIOD WITH MUTUAL AGREEMENT OF THE DEPARTMENT AND THE CONTRACTOR, UNDER THE ORIGINAL TERMS CONDITIONS, SPECIFICATIONS AND PRICING. INDIVIDUAL PURCHASE ORDERS WILL BE ISSUED AS NECESSARY IN ORDER TO COINCIDE WITH STATE OF ALABAMA FISCAL YEAR DATES.

2.05 THE SWEEPING EQUIPMENT USED SHALL BE OF SUFFICIENT TYPE, CAPACITY AND QUANTITY TO SAFELY AND EFFECTIVELY PERFORM THE SWEEPING

WORK. THE DEPARTMENT MUST APPROVE THE CONTRACTOR'S SWEEPING EQUIPMENT PRIOR TO STARTING WORK. ALL SWEEPERS SHALL HAVE AN APPROVED TYPE OF DUST CONTROL. ALL SWEEPING EQUIPMENT SHALL BE EQUIPPED IN ACCORDANCE WITH EXISTING STATE LAWS AND SHALL BE EQUIPPED WITH A TYPE "C" ARROW BOARD WITH TWO (2) 8" 360 DEGREE ROTATING BEACONS ON THE FRONT OF THE SWEEPER AND TWO (2) HIGH-PROFILE, 15-WATT STROBES ON THE BACK OF THE SWEEPER. IN ADDITION, A BUFFER TRUCK WILL BE REQUIRED. IT WILL BE FITTED WITH AN IMPACT ATTENUATOR WITH A 62 MPH RATING (SUCH AS SAFE STOP TMA 8290 TRUCK MOUNTED IMPACT ATTENUATOR), BUFFER TRUCK WILL BE EQUIPPED WITH A TYPE "C" ARROW BOARD WITH TWO (2) ROTATING BEACONS.

2.06 UPON COMPLETION OF THE BID EVALUATION, THE LOW BIDDER MEETING ALL SPECIFICATIONS WILL BE PROVIDED IN WRITING A NOTICE OF CONDITIONAL AWARD BY THE DEPARTMENT OF TRANSPORTATION'S PROCUREMENT OFFICE. THE CONTRACTOR WILL BE ALLOWED FORTY-FIVE(45) CALENDAR DAYS TO OBTAIN ALL NECESSARY AND SATISFACTORY EQUIPMENT. CONTRACTOR MUST BE PREPARED TO COMMENCE WORK UPON NOTIFICATION BY THE DISTRICT ENGINEER FOLLOWING APPROVAL OF THE SWEEPING EQUIPMENT.

2.07 THE QUANTITIES STATED IN THIS SPECIFICATION AND PROVIDED ROUTE SHEETS ARE ESTIMATED ONLY AND IN NO WAY OBLIGATE THE STATE TO HAVE ANY SPECIFIC AMOUNT OF WORK PERFORMED.

3.00 **PERFORMANCE REQUIREMENTS : SWEEPING–LINE ITEMS 00001, 00002, 00003**

3.01 EACH BIDDER MUST BE ABLE TO DOCUMENT ON DEMAND A MINIMUM OF THREE (3) YEARS' EXPERIENCE IN SUCCESSFUL MANAGEMENT OF ROADWAY SWEEPING OPERATIONS OF A SIMILAR SIZE, NATURE AND SCOPE, INCLUDING REFERENCES AND CONTACT INFORMATION.

SPECIAL EXPERIENCE COMPLIANCE PROVISION:

IN THE EVENT THAT THE LOW RESPONSIBLE BIDDER, MEETING ALL OTHER ELEMENTS OF THIS SPECIFICATION, CANNOT DEMONSTRATE A MINIMUM ACCEPTABLE LEVEL OF CORPORATE EXPERIENCE IN EITHER PROJECT SIZE OR SCOPE, OR IN DURATION OF APPLICABLE EXPERIENCE, HE WILL BE ALLOWED FOURTEEN (14) CALENDAR DAYS TO HIRE AN ACCEPTABLE OPERATIONS MANAGER WHO CAN DEMONSTRATE THE SATISFACTORY EXPERIENCE IN MANAGING AN OPERATION OF SIMILAR SIZE AND SCOPE FOR THE REQUISITE MINIMUM OF THREE (3) YEARS. EXPERIENCE MUST SPECIFICALLY INCLUDE SWEEPING OPERATIONS MANAGEMENT TO BE CONSIDERED FOR AWARD OF A SWEEPING CONTRACT, AND LITTER REMOVAL OPERATIONS MANAGEMENT FOR CONSIDERATION OF AWARD FOR A LITTER REMOVAL CONTRACT. EXPERIENCE MUST ENCOMPASS THE MANAGEMENT OF OPERATIONS INVOLVING ESSENTIALLY IDENTICAL EQUIPMENT, FUNCTIONAL PERFORMANCE REQUIREMENTS, WORK HOURS AND INTERSTATE TRAFFIC CONDITIONS AS DESCRIBED IN THIS SPECIFICATION. THE ALABAMA DEPARTMENT OF TRANSPORTATION RESERVES THE RIGHT TO REJECT THE CONTRACTOR'S BID SHOULD THE CANDIDATE'S VERIFIABLE EXPERIENCE NOT MEET MINIMAL QUALIFICATIONS AS STATED. EXPERIENCE SHOULD INCLUDE ACTUAL OPERATIONAL EXPERIENCE AS WELL AS THE MANAGEMENT OF OPERATIONAL EMPLOYEES, THE PLANNING AND IMPLEMENTATION OF TRAFFIC CONTROL PROTOCOLS IN COMPLIANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND APPLICABLE FHWA GUIDELINES, AND THE MANAGEMENT AND REPORTING OF ENVIRONMENTAL COMPLIANCE ISSUES IN THE DISPOSAL OF DEBRIS.

BIDDER MUST PROVIDE DOCUMENTATION IN THE FORM OF A WRITTEN OFFER OF EMPLOYMENT TO THE OPERATIONS MANAGER CANDIDATE AND A LETTER OF ACCEPTANCE FROM THE CANDIDATE. DOCUMENTATION MUST ALSO INCLUDE A COMPLETE RESUMÈ OF THE CANDIDATE, DETAILING HIS APPLICABLE WORK HISTORY, PROJECT JURISDICTIONS AND LOCATIONS AND REFERENCES WITH ALL NECESSARY CONTACT INFORMATION TO INCLUDE NAME, TITLE, EMPLOYER, ADDRESS AND PHONE NUMBERS AND DATES OF RELEVANT SERVICE. REFERENCES MUST INCLUDE CONTACTS FOR EACH EMPLOYER AND EACH CUSTOMER.

CONTINUED EMPLOYMENT VERIFICATION OF THE OPERATIONS MANAGER WILL BE A NECESSARY ELEMENT OF CONTRACT COMPLIANCE DURING THE ENTIRE CONTRACT PERIOD OF TWELVE (12) MONTHS, AND FOR A MINIMUM OF TWO (2) RENEWAL PERIODS, SHOULD CONTRACTOR AND AGENCY ELECT TO RENEW THE CONTRACT FOR ADDITIONAL TERM PERIODS. THE OPERATIONS MANAGER SHALL BE THE PRIMARY POINT OF CONTACT AND LIASON BETWEEN THE CONTRACTOR AND THE AGENCY ON A DAILY OPERATIONAL BASIS, AND WILL BE REQUIRED TO ACTIVELY OVERSEE

DAILY/NIGHTLY OPERATIONS IN THE FIELD. THE DISTRICT MANAGER AND PROJECT INSPECTOR MUST BE PROVIDED A DIRECT CONTACT NUMBER FOR THE OPERATIONS MANAGER. THE OPERATIONS MANAGER MUST BE AVAILABLE BY PHONE DURING ALL HOURS OF OPERATION, AND RETURN ALL OTHER PHONE CALLS WITHIN TWO (2) HOURS. UPON REQUEST, OPERATIONS MANAGER MUST MEET WITH ALDOT PROJECT MANAGERS TO REVIEW/DISCUSS OPERATIONAL ISSUES AND PERFORMANCE DEFICIENCIES WITHIN FOUR(4) STATE BUSINESS HOURS.

IN THE EVENT OF THE OPERATIONS MANAGER'S UNTIMELY SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, ALDOT WILL SUSPEND ALL PERFORMANCE UNDER THE RELEVANT PORTION OF THIS CONTRACT UNTIL A REPLACEMENT MANAGER OF ACCEPTABLE EXPERIENCE IS HIRED. SHOULD CONTRACTOR FAIL TO REPLACE OPERATIONS MANAGER WITHIN FOURTEEN (14) CALENDAR DAYS, CONTRACTOR WILL BE IN DEFAULT OF CONTRACT REQUIREMENTS, AND ALDOT WILL RECOMMEND CANCELLATION OF THE CONTRACT.

3.02 NO SWEEPING OPERATION SHALL BE CONDUCTED WHEN THERE ARE CLIMATIC CONDITIONS PRESENT OR FORECAST THAT WOULD MAKE SUCH AN OPERATION INEFFECTUAL OR DANGEROUS. THESE CLIMATIC CONDITIONS INCLUDE, BUT NOT LIMITED TO, HEAVY RAIN, FOG, SNOW, ICE, SLEET AND HIGH WINDS.

3.03 REMOVAL AND DISPOSAL OF DEBRIS DURING THE SWEEPING OPERATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES RELATED TO THE HAULING, HANDLING AND DISPOSITION OF SUCH MATERIAL SHALL BE COMPLIED WITH BY THE CONTRACTOR. THE CONTRACTOR MUST PROVIDE PROOF OF COMPLIANT DISPOSAL WITH EACH INVOICE BY SUBMITTING WITH THE INVOICE DISPOSAL TICKETS PROVIDING THE NAME, FACILITY IDENTIFICATION NUMBER, AND LOCATION OF FACILITY CONTRACTOR IS USING FOR DISPOSITION OF WASTE MATERIALS. THE CONTRACTOR SHALL PROVIDE WATER FOR THE SWEEPING EQUIPMENT. ALL LANDFILL FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. FAILURE TO PROVIDE THE REQUIRED DOCUMENTATION OF APPROPRIATE AND LEGAL DISPOSAL WILL RESULT IN IMMEDIATE CANCELLATION OF THE CONTRACT AND FORFEITURE OF PAYMENT FOR ANY WORK FOUND TO BE IN NON-COMPLIANCE.

3.04 PAYMENT FOR THE SWEEPING SHALL BE MADE IN ARREARS BY THE UNIT PRICE PER SHOULDER OR CURB MILE ACTUALLY SWEPT. THE CONTRACTOR IS REQUIRED TO COMPLETE A DAILY REPORT FOR ANY WORK PERFORMED. THIS REPORT IS TO INCLUDE THE DATE, THE EQUIPMENT USED, PERSONNEL USED, LOCATION OF THE SWEEPING, BEGINNING AND ENDING TIME OF SWEEPING AT EACH LOCATION, SHOULDER OR CURB MILE AT EACH LOCATION AND ANY OTHER PERTINENT INFORMATION.

3.05 THE DAILY REPORTS ARE TO BE SUBMITTED ON A DAILY BASIS. AN INVOICE WITH A COPY OF THE DAILY REPORTS IS TO BE SUBMITTED TO THE DEPARTMENT AT THE END OF EACH MONTH. IN ADDITION TO THE ABOVE, THE CONTRACTOR SHALL NOTIFY THE DISTRICT ENGINEER'S OFFICE DAILY, BY PHONE OR FAX, OF THE AREAS SWEPT SO THAT INSPECTIONS CAN BE MADE DAILY.

3.06 THE DISTRICT ENGINEER WILL DETERMINE THE BEGINNING OF EACH CYCLE. THE DISTRICT ENGINEER WILL NOTIFY THE CONTRACTOR, BY TELEPHONE, FORTY-EIGHT HOURS PROIR TO THE BEGINNING OF EACH CYCLE. NO WORK SHALL BE PERFORMED WITHOUT PROIR APPROVAL FROM THE DISTRICT ENGINEER.

3.07 EACH CYCLE IS TO BE PERFORMED MONTHLY. HOURS OF OPERATION ARE BETWEEN 7:00 P.M. THROUGH 6:00 A.M. ONLY. EACH CYCLE MUST BE COMPLETE BEFORE A NEW CYCLE IS STARTED. ATTACHED ARE THE LOCATIONS AND APPROXIMATE MILEAGE FOR EACH LOCATION.

3.08 THE DISTRICT ENGINEER HAS THE AUTHORITY TO ALTER THE CYCLES AS HE DEEMS NECESSARY.

3.09 EVIDENCE OF A CONTRACTOR'S INABILITY TO COMPLETE EACH CYCLE IN A TIMELY MANNER, IN ACCORDANCE WITH ALL TERMS, CONDITIONS AND SPECIFICATIONS, WILL BE CAUSE FOR CANCELLATION OF THE CONTRACT.

SPECIAL EQUIPMENT VERIFICATION REQUIREMENT

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO EQUIP ALL HIGHWAY VEHICLES USED IN CONJUNCTION WITH THIS CONTRACT WITH A WEB-BASED GPS MONITORING SYSTEM SUCH AS NETWORKFLEET™. ALDOT SHALL BE PROVIDED PASSWORD ACCESS TO VENDOR'S VEHICLE ACCOUNT IN ORDER TO CONFIRM CONTRACTOR'S WORK LOCATIONS, MILEAGE CLAIMS AND DISPOSAL LOCATIONS AND TIMES.

AS A MINIMUM, SYSTEM MUST PROVIDE THE FOLLOWING CAPABILITIES:

- REAL-TIME GPS TRACKING OF VEHICLES WITH MAXIMUM UPDATE OF 3 MINUTES
- HISTORICAL GPS LOCATION DATA BY VEHICLE FOR A MINIMUM OF SIXTY (60) DAYS
- SPEED MONITORING OF VEHICLE
- ABILITY TO DESIGNATE SPECIFIC LOCATIONS AS LANDMARKS OR RESTRICTIONS
- REPORT CAPABILITY ON DEMAND, TO PROVIDE ACTIVITY DATA, ROUTE, DATA, START/ STOP TIMES AND LOCATIONS, IDLE TIME, VISITS TO LANDMARKS OR RE-STRICTED AREAS, SPEED RECORD BY DAY OR BY ROUTE
- PASSWORD ACCESS BY ALDOT TO A WEB-BASED MONITORING SITE, ALLOWING ALDOT MANAGERS UNLIMITED ACCESS TO REAL-TIME DATA OR HISTORICAL DATA AND REPORTS.

DISTRICT CONTACT INFORMATION

DISTRICT MANAGER:	MR. EDWARD KELLY
PHONE:	334 – 738 – 2150
TOLL-FREE:	800 – 505 – 1285
FAX:	334 – 738 – 2396

SWEEPING LOCATIONS

#00001 INTERSTATE (MACON COUNTY)

LOCATION		**MILES**
I-85 MP 18.51 – 47.47	MACON COUNTY	6023

RAMPS – MACON CO.

EXIT 22	
S.R. 138 TO I-85 N	0.5 MILES
S.R. 138 TO I-85 S	0.5 MILES
I-85 N TO S.R. 138	0.5 MILES
I-85 S TO S.R. 138	0.5 MILES
EXIT 26	
S.R. 229 TO I-85 N	0.5 MILES
S.R. 229 TO I-85 S	0.5 MILES
I-85 N TO S.R. 229	0.5 MILES
I-85 S TO S.R. 229	0.5 MILES
EXIT 32	
S.R. 49 TO I-85 N	0.5 MILES
S.R. 49 TO I-85 S	0.5 MILES
I-85 N TO S.R. 49	0.5 MILES
I-85 S TO S.R. 49	0.5 MILES
EXIT 38	
S.R. 81 TO I-85 N	0.5 MILES
S.R. 81 TO I-85 S	0.5 MILES
I-85 N TO S.R. 81	0.5 MILES
I-85 S TO S.R. 81	0.5 MILES
EXIT 42	
S.R. 186 TO I-85 N	0.5 MILES
S.R. 186 TO I-85 S	0.5 MILES
I-85 N TO S.R. 186	0.5 MILES
I-85 S TO S.R. 186	0.5 MILES

#00002 (MACON COUNTY) HOURLY

EMERGENCY / SPECIAL SWEEPING OF INTERSTATE AND NON-INTERSTATE ROUTES IN MACON COUNTY AS REQUESTED BY THE DISTRICT ENGINEER.

#00003 (BULLOCK COUNTY) HOURLY

EMERGENCY / SPECIAL SWEEPING OF NON-INTERSTATE ROUTES IN BULLOCK COUNTY AS REQUESTED BY THE DISTRICT ENGINEER.