INVITATION TO BID

BID NUMBER: MR-15-10

COMMODITY: Home/ Miscellaneous Sale

LOCATION: DFA – MARKETING & REDISTRIBUTION
6620 YOUNG ROAD
LITTLE ROCK, AR 72209

INSPECTION DATES: March 30, 31, April 1, 2, 3, 6, 7, 8, 2015

INSPECTION HOURS: 8:00 AM – 3:00 PM

BID OPENING DATE/TIME: April 9, 2015 @ 8:00 AM

ITEMS LISTED ON THE ATTACHED SHEET (S) WILL BE SOLD TO THE HIGHEST BIDDER (S) SUBJECT TO ALL “GENERAL” AND IF APPLICABLE, “SPECIAL” TERMS AND CONDITIONS.

BID FORMS MUST BE COMPLETED AND SIGNED TO BE CONSIDERED. UNSIGNED BIDS OR LATE BIDS WILL NOT BE CONSIDERED.

RESPONSE TO INVITATIONS TO BID MUST BE MAILED TO MARKETING & REDISTRIBUTION IN A SEALED ENVELOPE INDICATING THE BID NUMBER AND DATE OF THE BID OPENING ON THE OUTSIDE OF THE ENVELOPE OR MAY BE HAND CARRIED TO THE MARKETING & REDISTRIBUTION OFFICE. RESPONSES MUST BE RECEIVED PRIOR TO THE TIME AND DATE INDICATED ON THE DOCUMENT FOR THE BID OPENING IN ORDER TO BE CONSIDERED.

AT THE TIME INDICATED FOR THE BID OPENING ALL BIDS WILL BE PUBLICLY READ AND TABULATED. BIDDERS MUST CONTACT MARKETING & REDISTRIBUTION WITHIN 48 HOURS OF THE CLOSING DATE AND TIME TO VERIFY BID RESULTS AND PAY FOR PROPERTY. SUCCESSFUL BIDDERS MUST REMOVE AWARDED ITEMS WITHIN FIVE (5) BUSINESS DAYS FROM DATE OF PAYMENT.

Please PRINT all required information Legibly (For office use only)

YOUR SIGNATURE INDICATES THAT YOU AGREE TO ALL TERMS & CONDITIONS OF THIS SALE

SIGNATURE: ____________________________

PRINTED NAME: ____________________________

COMPANY NAME: ____________________________

ADDRESS: ____________________________ CITY ______ STATE ______ ZIP

BUSINESS PHONE: ____________________________ HOME PHONE: ____________________________

CELLULAR PHONE: ____________________________ FAX NUMBER: ____________________________

EMAIL ADDRESS: ____________________________
GENERAL TERMS AND CONDITIONS

1. Bidder is invited, urged & cautioned to inspect property to be sold prior to submitting a bid. Property will be available for inspection at the place and times specified in the invitation. All property is offered for sale “as is, where is”. The State makes no warranty, expressed or implied as to quality, kind, character, quantity, weight, size or description of any of the property or its fitness for any use or purpose. Any oral statement or representation by any representative of the State is unauthorized and shall confer no rights upon the Bidder or Purchaser.

2. The purchaser agrees to pay for item(s) awarded to him in accordance with the prices offered in his bid. All forms of payment must be in US currency. Payment is to be made in the form of cash, check, and postal money order, Visa, Discover or Master Card. Checks must be made payable to Marketing & Redistribution. If payment is made in the form of a check and the financial institution does not honor it a $25.00 service fee will be charged and a personal check will not be accepted for up to a one-year period.

3. Unless otherwise specified in the invitation, the purchaser shall be entitled to obtain the property upon vesting of title or the receipt of payment for the property. The purchaser shall be responsible for the loading and removal of property, at his expense. Marketing & Redistribution reserves the right to cancel a bid and re-bid the property when procedures are not complied with.

4. When bids are signed or when bids are made available via the web site and are submitted via the web, this constitutes a contract with the State of Arkansas to pay the amount(s) indicated for the equipment offered for sale. Failure to comply could result in action being taken by the Attorney General’s office and/or cause for rejection of future bids. Unsigned bids will not be read or considered. By signing the Invitation for Bid document or by submitting a bid via the web the Bidder warrants that they are not less than eighteen years of age. As mandated in ACA § 19-11-242, Employees of the State of Arkansas Department of Finance and Administration or members of their immediate family may not bid.

5. The State of Arkansas Procurement Administrator shall decide any disputes, which are not disposed of by mutual agreement. Bid offers less than the stated minimum bid amounts will not be considered. Tie bids will be determined by a flip of a coin by Marketing & Redistribution staff.

6. The State of Arkansas Procurement Administrator reserves the right to reject any or all bids, to waive any technical defects in bids; and unless otherwise specified by the State or the bidder, to accept any one item or group of items in the bid, as may be in the best interest of the State

7. It is the responsibility of each bidder to contact Marketing & Redistribution within 48 hours of the closing date and time of the bid to verify bid results and pay for the property. Marketing & Redistribution must be contacted during normal working hours via phone, fax, in person or by email (with appropriate date and time stamp) is acceptable methods of contact and voice mail messages are not acceptable. Bidders will find the results posted after 1:00 p.m. the day of closing by going to the following link; www.arkansas.gov/dfa/procurement/mr/pro_mr.html and click on Bid Awards. Persons listed are the winning bidders. When bids close on Thursday, the 48 hour period will begin the next business day at 8:00 a.m. The winning bidder will have 5 business days from date of payment to pick up the property. Purchaser of property from the State of Arkansas may be subject to the payment of state sales and/or use tax. Marketing & Redistribution is not responsible for collection of taxes for items titled for highway use.

8. Failure to respond to three (3) consecutive “Invitations to Bid” and successful bidders that do not pay for and pick-up the item(s) awarded shall be considered sufficient cause to remove your name from the Bidder’s list. Additional penalties may be imposed if a bidder defaults more than one (1) time in a twelve-month period. Collusion or collaboration with another bidder or other bidders in the submission of a bid for the purpose of “rigging” (reducing) a bid shall be considered sufficient cause to remove all parties involved from the Bidder’s list for a period not to exceed three (3) years. Contract default will not prevent purchases from retail sales.

9. When State Offices are closed for any reason (i.e. inclement weather, fire or other natural disaster) all bid openings are postponed until the next open and operational work day, and will be opened at the same time stated in the invitation.

10. No changes may be made to the terminology of the official bid form or the general or special terms and conditions.
MINIMUM BID AMOUNT $500.00

Items 1 thru 3 are located at South Arkansas Community College
3696 East Main Street, El Dorado, Arkansas 71730
Contact: Paul Huitt @ 870-315-2979 or Ricky Palmer @ 870-310-2245
Inspection times are Monday – Thursday 8:00 AM to 5:00 PM

All items must be removed from Property

1. No Bid Storage Building
   Approximately 384sft. Wood Walls and Wood Floors. No HVAC
2. 555.00 Storage Building
   Approximately 672sft. Wood Walls and Wood Floors. No HVAC
3. 610.00 Classroom
   Approximately 900sft. Acoustic Ceilings, Wood Paneling Walls, Carpet Floors, and HVAC

Minimum Bid Amount $3,000.00

Item 4 is on location at Arkansas State Forestry Commission
1010 Highway 76, Chidester, AR 71726
Contact: Larry Nance @ 501-296-1942 or Joey Pittman @ 501-859-3410 or 870-685-2431
Inspection times are Monday – Friday 9:00 AM to 4:00 PM
Home must be removed from property

4. 13,205.00 House, 3 Bedroom
   Approximately 1,400sft.
Minimum Bid Amount $500.00

Item 5 is on location at Arkansas State Forestry Commission
2183 Champagholle Rd., El Dorado, AR 71730
Contact: Larry Nance @ 501-296-1942 or Chris Ludwig @ 870-863-7051
Inspection times are Monday – Friday 9:00 AM to 3:00 PM
Building must be removed from property

5. 579.00  25ft. X 35ft. Building  90709513
With 43ft. Porch

No Minimum Bid Amount

Item 6 is on location at Arkansas State Forestry Commission
Highway 19 and Nevada 42 County Road north, Prescott, AR 71857
Contact: Larry Nance @ 501-296-1942 or John Beasley @ 870-312-9999 or 870-871-1281
Inspection by Appointment Only Monday – Friday 10:00 AM to 3:00 PM
Tower must be removed from property

6. 259.00  100ft. Fire Lookout Tower  90709514

See Attached Terms and Conditions for the Tower Removal
1. PURPOSE

The purpose is to provide for the dismantling and removal of one steel fire tower from land leased by Arkansas Forestry Commission in Nevada County, Arkansas.

2. CONSIDERATION

The Buyer will dismantle and remove from the tower site the fire tower and all supporting structures including pylons and wires. The fire tower is owned by the AFC and is located on private property. The Property Owner is not held to the following stipulations.

3. TIME OF PERFORMANCE

The Buyer will dismantle and remove the tower and all supporting structures and materials from the tower site within 120 calendar days. Buyer shall contact the AFC project representative in writing and by telephone 24 hours prior to moving onto the tower site and within 24 hours of completion of the tower’s dismantling and removal of all materials associated with the tower.

4. DISMANTLING/REMOVAL OF TOWER

All cost of removal of the tower and related structural/supporting materials, restoration of the site, and clean-up are the financial responsibility of the Buyer. The Buyer shall be liable for any and all damage to existing structures, power lines or perimeter fences during all operations associated with the tower dismantling and removal. Any electric service or other utilities attached to the tower will be removed by the AFC prior to the dismantling of the fire tower.

The removal of any shrubs or trees by Buyer required to dismantle or remove the tower/materials shall not occur until approved on-site by the AFC. Any approved removals of shrubs and trees and the cost of clean-up shall be at the sole expense of Buyer. The Buyer is responsible for restoring the tower site to level.

5. INSURANCE REQUIREMENTS

The Buyer shall not commence any work in connection with the tower dismantling and removal until obtaining adequate insurance and such insurance has been approved by AFC, nor shall the Buyer allow any subcontractor to commence work on a subcontract until all similar insurance has been obtained and approved. All insurance policies shall be with insurers qualified and doing business in Arkansas.
6. **CERTIFICATE OF INSURANCE**

AFC’s approval of the fire tower removal stipulations shall be conditional upon the Buyer providing proof of insurance.

The Buyer shall furnish proof of insurance coverage to AFC ten (10) calendar days prior to signing this removal. Certificates(s) of insurance shall be dated and show the name of the insured Buyer, specific job by name, name of the insurer, policy number, effective date, and termination date.

The state of Arkansas shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The Buyer shall be financially responsible for all deductibles or self-insured retention.

7. **REQUIRED INSURANCE COVERAGE**

**Commercial General Liability**

The Buyer shall obtain, at Buyer’s expense and keep in effect during the term of the removal, Commercial General Liability insurance coverage bodily injury and property damage containing minimum limits of one million dollars ($1,000,000) written on a per occurrence form with two million dollars ($2,000,000) aggregate limit. This insurance shall include personal injury coverage with employment exclusion deleted and contractual liability. Such coverage shall include products and completed operations and shall not be excluded under the commercial general liability insurance.

**Umbrella Liability**

The Buyer shall be required to furnish umbrella liability coverage, and keep in effect during the term of the contract which provides excess limits over the primary coverages.

**Automobile Liability**

The Buyer shall obtain, at Buyer’s expense and keep in effect during the term of the removal, automobile liability insurance including hired and non-owned coverage in minimum amounts of one million dollars (1,000,000) per occurrence.

**Buyer’s Equipment Insurance**

The Buyer shall be responsible for any loss, damage or destruction of its own property or that of any subcontractor’s equipment and materials used in connection with this work.

The Buyer will purchase at Buyer’s sole expense such policy to cover the Buyer’s own property.
Subcontractors Insurance

The buyer shall require all subcontractors to provide and maintain general liability and automobile insurance coverage substantially similar to those required of the buyer. The Buyer shall require certificates of insurance from all subcontractors as evidence of coverage. Buyer will be the responsible party for any and all claims by subcontractors if subcontractor fails to have appropriate insurance.

8. LIABILITY

Buyer is solely liable for all injury or damage caused to persons or property resulting from the Buyer’s negligence or intentional acts during the dismantling and removal of the tower and related materials including actions during entry and exit from the tower site.
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