

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

Contract Number:           H-17-209P          

**BID OPENING LOCATION:**  
AHTD Equipment and  
Procurement Division  
11302 West Baseline Rd.  
Little Rock, AR 72209

**MAIL TO:**  
AHTD Equipment and  
Procurement Division  
P.O. Box 2261  
Little Rock, AR 72203

**DELIVER TO:**  
AHTD Equipment and  
Procurement Division  
11302 West Baseline Rd.  
Little Rock, AR 72209

Bid Opening Date:   June 14, 2016   Time:   11:00 a.m.  

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: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Federal Tax ID or Social Security No.: \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

Item No.	Description	Quantity	Unit	Unit Price	Amount
1.	<p>The Arkansas State Highway and Transportation Department (hereinafter called the "Department") will receive sealed bids for the <b><u>Purchase and Removal of Used DOT-17H Metal 55 Gallon Paint Drums</u></b> for a period of July 1, 2016 thru June 30, 2017, with the option to renew upon mutual agreement by both parties.</p> <p>Used DOT-17H Metal Paint Drums</p> <p>To meet the requirements of Arkansas State Highway and Transportation Department Specifications attached to and made a part of this bid.</p> <p>AHTD Contact Person: Boyd Dickey (501-569-2634)</p> <p>FOB: AHTD – Maintenance Division, Maintenance Complex, 11300 W. Baseline Rd., Little Rock, AR 72209</p> <p>Bidder's EPA ID Number: _____</p> <p>Bidder's Dept. of Natural Resources ID Number: _____</p> <p><b>TWO SIGNED COPIES OF THIS BID INVITATION MUST BE SUBMITTED.</b></p> <p>Bids and Specifications are available on-line by going to the AHTD Web Site – <a href="http://www.arkansashighways.com">www.arkansashighways.com</a> and clicking on "Commodities and Services Bids/Contracts Information". Tabulations will also be available at this site after award of bid/contract. If you have any questions, call this office at 501-569-2667.</p>				<p>\$ _____ ea.</p>

## STANDARD BID CONDITIONS

H-17-209P

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. . When a bidder claims and can show clear and convincing evidence that a material mistake was made in the bid and was not the bid intended, the bidder may be permitted to withdraw their bid prior to award without forfeiture of bid bond. 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). These bonds shall not only serve to guarantee the completion of the work, but also to guarantee the excellence of both workmanship and material until the work is finally accepted and the provisions of the Plans, Specifications, and Special Provisions fulfilled. In such cases, the company issuing the surety bond must comply with all stipulations herein and must be named in the U. S. Treasury listing of companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies. Any excess between the face amount of the bond and the underwriting limitation of the bonding company shall be protected by reinsurance provided by an acceptable reinsuring company. Annual Bid and Performance Bonds on file with E & P Division must have sufficient unencumbered funds to meet current bonding requirements, or the bid will be rejected, unless the balance is submitted as set forth above, prior to bid opening.
4. **TAXES:** The AHTD is not exempt from Arkansas State Sales and Use Taxes, or local option city/county sales taxes, when applicable, and bidders are responsible to the State Revenue Department for such taxes. These taxes should not be included in bid prices, but where required by law, will be paid by the AHTD as an addition thereto, and should be added to the billing to the AHTD. The AHTD is exempt from Federal Excise Taxes on all commodities except motor fuels; and excise taxes should not be included in bid prices except for motor fuels. Where applicable, tax exemption certificates will be furnished by the AHTD.
5. **"ALL OR NONE" BIDS:** Bidders who wish to bid "All or None" on two or more items shall so stipulate on the face of bid sheet; otherwise, bid may be awarded on an individual item basis.
6. **SPECIFICATIONS:** Complete specifications should be attached for any substitution or alternate offered, or where amplification is necessary. Bidder's name must be placed on all attachments to the bid.
7. **EXCEPTIONS TO SPECIFICATIONS:** Any exceptions to the bid specifications must be stated in the bid. Any exceptions to manufacturer's published literature must be stated in the bid, or it will be assumed that bidder is bidding exactly as stated in the literature.
8. **BRAND NAME REFERENCES:** All brand name references in bid specifications refer to that commodity or its equivalent, unless otherwise stated in Bid Invitation. Bidder should state brand or trade name of item being bid, if such name exists.
9. **FREIGHT:** All freight charges should be included in bid price. Any change in common carrier rates authorized by the Interstate Commerce Commission will be adjusted if such change occurs after the bid opening date. Receipted common carrier bills that reflect ICC authorized rate changes must be furnished.
10. **SAMPLES, LITERATURE, DEMONSTRATIONS:** Samples and technical literature must be provided free of any charge within 14 days of AHTD request, and free demonstrations within 30 days, unless AHTD extends time. Failure to provide as requested within this period may cause bid to be rejected. Samples, literature and demonstrations must be substantially the same as the item(s) being bid, unless otherwise agreed to by AHTD. Samples that are not destroyed will be returned upon request at bidders expense. Samples from successful bidders may be retained for comparison with items actually furnished.
11. **GUARANTY:** Unless otherwise indicated in Bid Invitation, it is understood and agreed that any item offered or shipped on this bid shall be newly manufactured, latest model and design, and in first class condition; and that all containers shall be new, suitable for storage or shipment and in compliance with all applicable laws relating to construction, packaging, labeling and registration.
12. **BACKORDERS OR DELAY IN DELIVERY:** Backorders or failure to deliver within the time required may constitute default. Vendor must give written notice to the AHTD, as soon as possible, of the reason for any delay and the expected delivery date. The AHTD has the right to extend delivery if reasons appear valid. If reason or delivery date is not acceptable, vendor is in default.
13. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by AHTD after delivery. Default in promised delivery or failure to meet specifications authorizes the AHTD to cancel award or any portion of same, to reasonably purchase commodities or services elsewhere and to charge full increase, if any, in cost and handling to defaulting vendor. Applicable bonds may be forfeited.
14. **ETHICS:** *"It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a State contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business."* (Arkansas Code, Annotated, Section 19-11-708).

# **ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**

## **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 Joanna P. McFadden, Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: [Joanna.Mcfadden@ahtd.ar.gov](mailto:Joanna.Mcfadden@ahtd.ar.gov).

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

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

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**  
**CONTRACT FOR PURCHASE AND REMOVAL OF USED METAL PAINT DRUMS**

**BID INFORMATION**

**CONTRACT NO. H-17-209P**

- The Department will enter into a contract with the successful bidder to purchase and pick up all used DOT-17H metal 55 gallon paint containers from the Department's Maintenance Division, Maintenance Complex, 11300 West Baseline Road, Little Rock, Arkansas at regular intervals or upon request (times to be arranged with Maintenance personnel) for the period set forth in the Bid Invitation.
- Bid shall be submitted on the form furnished herewith. Bid envelope shall be sealed and marked so as to clearly indicate its contents and will be received at the locations noted on the Bid Invitation. Bids received after the date and time set for opening will be returned unopened to the bidder.
- No part of this bid may be altered or any requirement removed or bid will be rejected. The Department reserves the right to reject any and all bids and to waive any informality in bids received.
- Approximately 6,000 used paint drums will be available per year.
- Bid price shall remain firm and irrevocable for thirty days after bid opening. The bidder will pay to the Department the purchase price of the item in accordance with his bid, if accepted, and be held responsible to purchase all items awarded to him as high bidder.
- Bidders are invited and urged to inspect the items to be sold prior to submitting a bid. No allowances will be made for failure to inspect the used drums or constitute grounds for a claim for the withdrawal of a bid.
- The Department makes no guarantee as to the description or condition of the items listed for sale. All property listed herein is offered for sale "As Is" and "Where Is" without recourse against the Department. Descriptions are based on the best information available.
- The successful bidder will pick up the used drums awarded to him in an orderly fashion. The maximum time between each pickup shall be ten working days unless notified by the Department. The successful bidder shall provide a mobile storage container or "drop" trailer as a means of temporary storage on Department property until drums can be picked up. In no case will the Department be required to store in excess of 500 drums.
- The successful bidder shall furnish vehicles and labor to load and transport used drums.

- If successful bidder is located within a 20 mile radius from the Department's Maintenance Division, Maintenance Complex, 11300 West Baseline Road, Little Rock, then arrangements may be made for the Department to deliver drums to that location on a periodic basis.
- Title to the drums will pass to the successful bidder at the Department's point of storage immediately upon loading of the drums onto the successful bidder's vehicle and the successful bidder will assume all responsibility for the handling, transportation, and use of the drums after the Department has complied with applicable EPA, DOT, and RCRA regulations pertaining to offering for shipment containers having previously contained non-hazardous, waterborne, traffic marking paint materials.
- The successful bidder will be required to accept and/or haul off junk drums at no cost or reimbursement to the Department.
- Payment for drums is to be made within ten days after pick up, by certified or cashier's check made payable to the Arkansas State Highway and Transportation Department and sent to Equipment and Procurement Division, P.O. Box 2261, Little Rock, Arkansas 72203-2261. Payment is to be accompanied by a signed ticket indicating the number of drums picked up and the number being paid for.
- The Department reserves the right to cancel this contract upon giving the vendor fifteen days notice of its intent to terminate. The contract shall automatically terminate as of the date given in said notice. Otherwise, price bid shall remain in effect for the contract term.