

General Info

Actions ▾

Digital ID required

Deadline

09/22/2026 11:00 AM CDT

Advertised

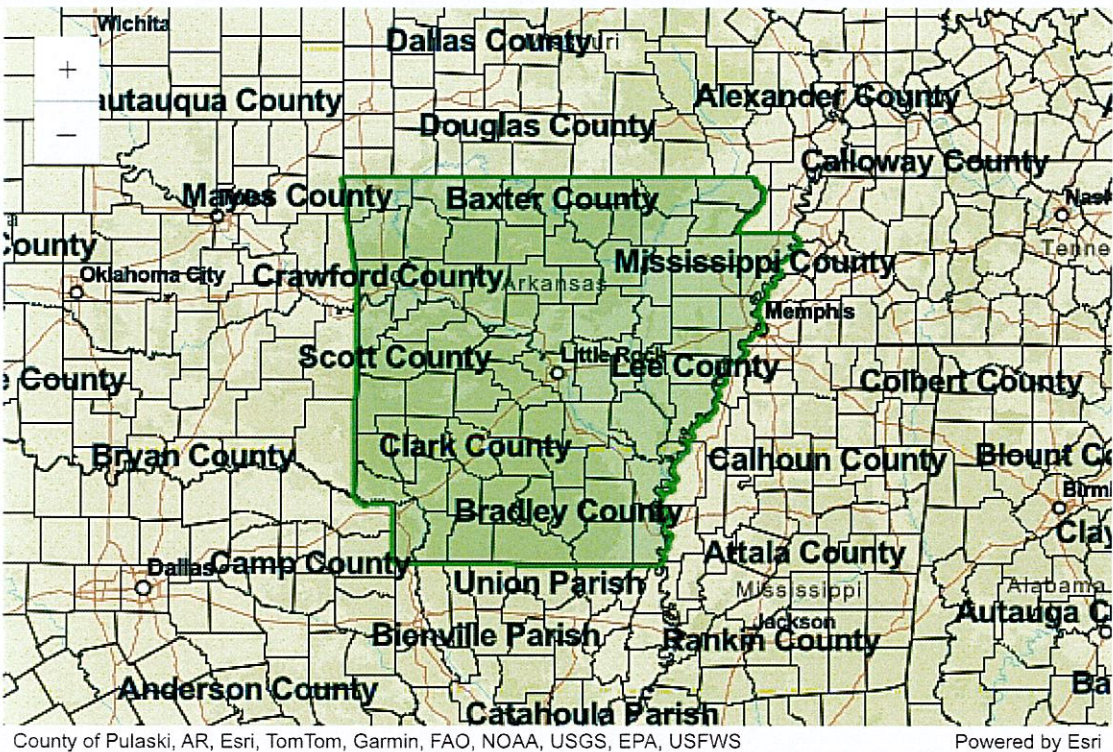
09/02/2026 11:07 AM CDT

Business Name

Arkansas Department of Transportation - Equipment and Procurement

Location(s)

Statewide, Arkansas



Number

H-27-216A

Description

Polymer Resin for Polymer Overlay

FOB: Statewide

**Allows zero unit prices and labor**

Yes

**Allows negative unit prices and labor**

Yes

**Allows multiple bids per solicitation**

No

 **Solicitation Summary**

AI generated | Quality may vary

This is a supply contract for two-component epoxy polymer resin used in bridge deck overlay systems. Requires delivery to Arkansas highway district headquarters in truckload quantities of approximately 4500 gallons in specialized tote tanks.

**Work Types**

Procurement   Bridge

**ATTACHMENT LIST**

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Contract and Grant Disclosure and Certification Form.pdf   (203 KB)

Download, complete, and upload in the Required Document List at the bottom of t...

Certification For Israel Boycott, Illegal Immigrant, Energy & Firearms Industries Boycott and Scrutinized Company Restrictions - 2025.pdf  
(200 KB)

Download, complete, and upload in the Required Document List at the bottom of t...

Standard Bid Conditions Revised 2025.pdf   (155 KB)

Additional Bid Information

H-27-216A Polymer Resin for Overlay Specifications.pdf   (167 KB)

Specifications

**BID INVITATION**

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Electronic sealed bids for furnishing the commodities and/or services described below subject to the Standard Bid Conditions of this Bid Invitation will be publicly opened at the above-noted bid opening date and time at the ARDOT Equipment and Procurement Division located at 11302 West Baseline Road, Little Rock, AR 72209. Bids must be submitted on this form, with attachments when appropriate, or bids will be rejected.

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:\*****Address:\*****Title:\*****Federal Tax ID or Social Security No:\*****Phone:\*****Fax:****E-mail:\*****Signature:\***

# ARDOT Supply Contract for Polymer Resin with Overlay

## This is an ALL OR NONE BID

The Arkansas Department of Transportation will receive sealed bids for furnishing requirements of Polymer Resin for Polymer Overlay, as specified herein with prices firm as set forth on the Bid Form for the period from November 1, 2026 through April 30, 2026.

Materials furnished must meet the Standard Specifications for Highway Construction, Edition of 2014 and the Arkansas Department of Transportation Specifications attached to and made a part of this contract. It shall be understood that the Bid Invitation, General Conditions, Bidder Information, Bid Forms, Bid Information and Specifications are an integral part of this bid and by this reference are incorporated herein as fully and effectively as if set forth in detail and; that by submission of bid, bidder agrees to these conditions and that all things shall be governed by the Laws of the State of Arkansas.

**FOB: District Headquarters as noted on Bid Form.**

Should there be a conflict between conditions printed on pages 1 and 2 of the Standard Bid Conditions and other conditions stated with Bid Information and Specifications, the latter shall prevail.

**Pricing proposed shall be on a per-gallon basis FOB – the specified delivery points. See Condition 10 on page 1 of the Standard Bid Conditions. Pricing Shall be based on each order being a truck load quantity, generally 4,500 gallons. Delivery of product shall be made within 10 days after order is placed.**

**Packaging: Each Component shall be packaged in 250 gallon poly IBC tote tanks with quarter turn ball valve and 2" male cam lock connection.**

Descriptive literature and detailed specifications of materials proposed should be submitted with bid. The information supplied must include a material safety data sheet as required by OSHA – 29 CFR 1910.1200. Samples may be required per Condition 11 on page 2 of the Standard Bid Conditions.

Bidder shall make deliveries in accordance with individual orders placed by ARDOT within ten (10) days after receipt of order. See Conditions 13 and 14 on page 2 of the Standard Bid Conditions. Payment will be made on each individual order as promptly as possible after receipt of invoice from supplier.

All bidders should complete and return the Eligible Bidder Certification (Attachment A), Disclosure Form (see Page 2 of Standard Bid Conditions – Item 18), Restriction of Boycott of Israel Certification and Illegal Immigrant Certification (see Page 2 of Standard Bid Conditions – Item 17) issued with this bid.

**Bid Bond** in the amount of \$500.00 required of all bidders at time of bid opening or bid will be rejected. Personal and company checks are not acceptable as Bid Bonds. See Condition 4 on page 1 of the Standard Bid Conditions. Cashier's checks, or Money Orders submitted as bid bonds must be physically received by Equipment & Procurement located at 11302 West Baseline Road, Little Rock, AR 72209 prior to the designated time of the bid opening. Bid invitation number, company name and opening date should be clearly displayed on the sealed envelope or package. Performance Bond in an amount not to exceed \$2,000.00 will be required of successful bidder prior to providing goods/services. Personal and company checks are not acceptable as Performance Bonds. See Condition 4 on page 1 of the Standard Bid Conditions.

Surety Bonds may be submitted electronically through the online bidding process. If submitting a Surety Bond that is not compatible with Surety 2000 and Tinubu, your company still may do so. Other Surety Companies will still be accepted but must be received in Equipment and Procurement prior to the time of bid opening at 11302 West Baseline Road, Little Rock, AR 72209.

**This includes Cashier's checks, Certified checks and Money orders submitted as bid bonds must be physically received by Equipment and Procurement.**

Bids and Specifications are available on-line by going to the ARDOT Web Site – [www.ardot.gov](http://www.ardot.gov) 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.

## BID FORM

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| Description                                                                                                                | Unit Price Material | 3 Month Haul Rate |
|----------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------|
| (1) 4500 Gallon of Polymer Resin Overlay for District 1 Headquarters -<br>Invoice to: PO Box 278, Wynne, AR 72396          |                     |                   |
| (1) 4500 Gallon of Polymer Resin Overlay for District 2 Headquarters -<br>Invoice to: PO Box 6836, Pine Bluff, AR 721611   |                     |                   |
| (1) 4500 Gallon of Polymer Resin Overlay for District 3 Headquarters -<br>Invoice to: PO Box 490, Hope, AR 71802           |                     |                   |
| (1) 4500 Gallon of Polymer Resin Overlay for District 4 Headquarters -<br>Invoice to: PO Box 11170, Fort Smith, AR 72917   |                     |                   |
| (1) 4500 Gallon of Polymer Resin Overlay for District 5 Headquarters -<br>Invoice to: PO Box 2376, Batesville, AR 72503    |                     |                   |
| (1) 4500 Gallon of Polymer Resin Overlay for District 6 Headquarters -<br>Invoice to: PO Box 190296, Little Rock, AR 72219 |                     |                   |
| (1) 4500 Gallon of Polymer Resin Overlay for District 7 Headquarters -<br>Invoice to: PO Box 897, Camden, AR 71711         |                     |                   |
| (1) 4500 Gallon of Polymer Resin Overlay for District 8 Headquarters -<br>Invoice to: PO Box 70, Russellville, AR 72811    |                     |                   |
| (1) 4500 Gallon of Polymer Resin Overlay for District 9 Headquarters -<br>Invoice to: PO Box 610, Harrison, AR 72602       |                     |                   |
| (1) 4500 Gallon of Polymer Resin Overlay for District 10 Headquarters -<br>Invoice to: PO Box 98, Paragould, AR 72451      |                     |                   |

## ATTACHMENT A - ELIGIBLE BIDDER CERTIFICATION

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The Bidder represents and warrants for itself, its employees and its subcontractors and certifies they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph two (2) of this Certification;
4. Have not within a one-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default; and

The Bidder represents, warrants and acknowledges the understanding that restrictions placed on the employment of labor or on the scale of pay for the work on a contract will be the requirements of the Fair Labor Standards Act (Federal Wage-Hour Law) of 1938, 28 USC §201 et seq., and other applicable labor laws.

The person executing this Certification further represents, warrants and affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 USC §3801 et seq. are applicable thereto.

**BIDDER NAME (Company Name):\***

**BY (Signature):\***

**TITLE:\***

## BID BOND

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In the amount of \$500.00

**Guarantee Method\***

Choices...

**Paper Bid Bond, Cashier's Check, Certified Check, Money Order, or an Annual Bond on File**

**Confirmation\***

Choices...

Electronic Bid Bond

Bond ID\*

Surety Agency\*

Choices...

Surety State\*

Principal\*

ENVELOPE REQUIRED DOCUMENT LIST

| Name                                                                                                                                                                                            | Omission Terms                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| <div><div><div>i</div></div><div>The information supplied in this component will be available to the owner-agency immediately after the bid deadline, but before the bid is opened.</div></div> |                                                    |
| Paper Bid Bond, Cashier's Check, Certified Check, Money Order, or an Annual Bond on File<br>Original, wet-ink documents are required at time of bid opening or bid will be rejected.            | I have opted to electronically verify my bid bond. |

1 Required Document

REQUIRED DOCUMENT LIST

| Name                                                                                                                                                                | Omission Terms |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Contract and Grant Disclosure and Certification Form<br>Failure to complete all of the following information may result in a delay in obtaining a contract...       |                |
| Certificate For Boycott and Illegal Immigrant Restrictions<br>Failure to complete all of the following information may result in a delay in obtaining a contract... |                |
| Literature Submittal<br>Descriptive Literature and Detailed Material Specifications                                                                                 |                |

3 Required Documents

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**ARKANSAS STATE HIGHWAY COMMISSION**  
**ARDOT-SUPPLY CONTRACT NO. H-27-216A**  
**POLYMER RESIN FOR POLYMER OVERLAY**

**Description.** This item shall consist of a two-component epoxy polymer resin used in overlay systems for bridge decks. The polymer resin shall be specifically designed for use on concrete bridge decks as polymer overlay systems.

**Materials.** The polymer resin base and hardener shall be composed of a two-component, 100% solids and 100% reactive, thermosetting compound with the following properties:

| Property                           | Requirements                      | Test Method                        |
|------------------------------------|-----------------------------------|------------------------------------|
| Mix Ratio                          | 1:1                               | NA                                 |
| Gel Time <sup>A</sup>              | 15 - 45 minutes @<br>73° to 75° F | ASTM C881                          |
| Viscosity <sup>A</sup>             | 700 – 2500 cps                    | ASTM C881<br>@ 23 ± 1°C (73 ± 2°F) |
| Shore D Hardness <sup>B</sup>      | 60-75                             | ASTM D2240                         |
| Absorption <sup>B</sup>            | 1% maximum at 24 hr               | ASTM D570                          |
| Tensile Elongation <sup>B</sup>    | 30% - 70% @ 7 days                | ASTM D638                          |
| Tensile Strength <sup>B</sup>      | >2000 psi @ 7 days                | ASTM D638                          |
| Chloride Permeability <sup>B</sup> | <100 coulombs @ 28 days           | AASHTO T 277                       |

<sup>A</sup> Uncured, mixed polymer binder

<sup>B</sup> Cured, mixed polymer

**Packaging and Delivery.** Polymer Resin for Polymer Overlay pricing shall be priced by the gallon. Pricing shall include shipping to any of the Department's ten District Headquarters. Pricing shall be based on each order being a truck load quantity, generally 4500 gallons. Each component shall be packaged in 250 gallon poly IBC tote tanks with quarter turn ball valve and 2" male cam lock connection.

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: SUBCONTRACTOR NAME:

☐ Yes ☐ No

BIDDER INFORMATION:

IS THIS FOR:

TAXPAYER ID NAME:

☐ Goods?

☐ Services?

☐ Both?

YOUR LAST NAME:

FIRST NAME:

M.I.:

ADDRESS:

CITY:

STATE:

ZIP CODE:

COUNTY:

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS \*

Indicate below if you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

| Position Held                    | Mark ( ✓ ) |        | Name of Position of Job Held<br>(senator, representative, name of board/ commission, data entry, etc.) | For How Long? |             | What is the person(s) name and how are they related to you?<br>(i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.) | Relation |
|----------------------------------|------------|--------|--------------------------------------------------------------------------------------------------------|---------------|-------------|---------------------------------------------------------------------------------------------------------------------------------|----------|
|                                  | Current    | Former |                                                                                                        | From<br>MM/YY | To<br>MM/YY |                                                                                                                                 |          |
| General Assembly                 |            |        |                                                                                                        |               |             | Person's Name(s)                                                                                                                |          |
| Constitutional Officer           |            |        |                                                                                                        |               |             |                                                                                                                                 |          |
| State Board or Commission Member |            |        |                                                                                                        |               |             |                                                                                                                                 |          |
| State Employee                   |            |        |                                                                                                        |               |             |                                                                                                                                 |          |

☐ None of the above applies

FOR AN ENTITY (BUSINESS) \*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

| Position Held                    | Mark ( ✓ ) |        | Name of Position of Job Held<br>(senator, representative, name of board/ commission, data entry, etc.) | For How Long? |             | What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control? | Ownership Interest (%) | Position of Control |
|----------------------------------|------------|--------|--------------------------------------------------------------------------------------------------------|---------------|-------------|--------------------------------------------------------------------------------------------------------------------|------------------------|---------------------|
|                                  | Current    | Former |                                                                                                        | From<br>MM/YY | To<br>MM/YY |                                                                                                                    |                        |                     |
| General Assembly                 |            |        |                                                                                                        |               |             | Person's Name(s)                                                                                                   |                        |                     |
| Constitutional Officer           |            |        |                                                                                                        |               |             |                                                                                                                    |                        |                     |
| State Board or Commission Member |            |        |                                                                                                        |               |             |                                                                                                                    |                        |                     |
| State Employee                   |            |        |                                                                                                        |               |             |                                                                                                                    |                        |                     |

☐ None of the above applies

## Contract and Grant Disclosure and Certification Form

*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.*

**As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:**

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Vendor Contact Person \_\_\_\_\_ Title \_\_\_\_\_ Phone No. \_\_\_\_\_

Agency Use Only

Agency Number \_\_\_\_\_ Agency Name \_\_\_\_\_ Agency Contact Person \_\_\_\_\_ Contact Phone No. \_\_\_\_\_ Contract or Grant No. \_\_\_\_\_



## CERTIFICATION FOR ISRAEL BOYCOTT, ILLEGAL IMMIGRANT, ENERGY & FIREARMS INDUSTRIES BOYCOTT AND SCRUTINIZED COMPANY RESTRICTIONS

Pursuant to Arkansas law, a vendor must submit the below certifications prior to entering into a contract with a public entity for an amount as designated by the applicable laws.

- 1. Israel Boycott Restriction:** For contracts valued at \$1,000 or greater.  
A public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in a boycott of Israel. If at any time after signing this certification the contractor decides to engage in a boycott of Israel, the contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.
- 2. Illegal Immigrant Restriction:** For contracts exceeding \$25,000.  
No state agency may enter into or renew a public contract for services with a contractor who employs or contracts with an illegal immigrant. A contractor shall certify that it does not employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-11-105.
- 3. Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction:** For contracts valued at, or exceeding, \$75,000.  
A public entity shall not enter into a contract 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 an Energy, Fossil Fuel, Firearms, or Ammunition Industry. If a company does boycott any of these industries, see Arkansas Code Annotated § 25-1-1102.
- 4. Scrutinized Company Restriction:** Required with bid or proposal submission.  
A state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

By signing this form, the contractor agrees and certifies that it does not, and shall not for the remaining aggregate term of the contract, participate in the activities checked below:

- ☐ Do not boycott Israel.
- ☐ Do not employ illegal immigrants.
- ☐ Do not boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.
- ☐ Do not employ a Scrutinized Company as a subcontractor.

|                               |                                       |
|-------------------------------|---------------------------------------|
| Contract Number & Description |                                       |
| Name of Public Entity         | Arkansas Department of Transportation |
| Name of Vendor/Contractor     |                                       |
| AASIS Vendor Number           | N/A                                   |

Contractor Signature

Date

## ARDOT - STANDARD BID CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the Arkansas Department of Transportation (ARDOT).
2. **ACCEPTANCE AND REJECTION:** ARDOT 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.
3. **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.
4. **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.** Surety Bonds may be submitted electronically through the online bidding process. Cashier's checks, Certified checks, or Money orders submitted as bid bonds must be physically received by Equipment & Procurement located at 11302 West Baseline Road, Little Rock, AR 72209 prior to the designated time of the bid opening and should be made payable to the Arkansas Department of Transportation (ARDOT). The name of the principal on the Bid Bond and the name of the bidder on the Bid Invitation must match. 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 ARDOT 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 and made payable to the Arkansas Department of Transportation (ARDOT) 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 that is authorized to do business in the State of Arkansas and that is listed on the current United States Department of the Treasury Listing of Approved Sureties. Surety bonds must be executed by a resident or non-resident agent who is licensed by the Arkansas State Insurance Commissioner to represent the surety company executing the bond, and the resident or non-resident agent shall file with the bond the power of attorney of the agent to act on behalf of the bonding company. 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.
5. **TAXES:** The ARDOT 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 ARDOT as an addition thereto, and should be added to the billing to the ARDOT. The ARDOT 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 ARDOT.
6. **"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.
7. **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.
8. **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.
9. **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.

10. **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.
11. **SAMPLES, LITERATURE, DEMONSTRATIONS:** Samples and technical literature must be provided free of any charge within 14 days of ARDOT request, and free demonstrations within 30 days, unless ARDOT 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 ARDOT. 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.
12. **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.
13. **BACKORDERS OR DELAY IN DELIVERY:** Backorders or failure to deliver within the time required may constitute default. Vendor must give written notice to the ARDOT, as soon as possible, of the reason for any delay and the expected delivery date. The ARDOT has the right to extend delivery if reasons appear valid. If reason or delivery date is not acceptable, vendor is in default.
14. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by ARDOT after delivery. Default in promised delivery or failure to meet specifications authorizes the ARDOT 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.
15. **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).
16. **NOTICE OF NONDISCRIMINATION:** The Arkansas Department of Transportation (ARDOT) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, ARDOT does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program) or disability in the admission, access to and treatment in the ARDOT's programs and activities, as well as the ARDOT's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the ARDOT's nondiscrimination policies may be directed to the Civil Rights Division P. O. Box 2261, Little Rock, AR 72203, (501)569-2298, (Voice/TTY 711), or the following email address: [Civil.Rights@ardot.gov](mailto:Civil.Rights@ardot.gov) Free language assistance may be available upon request. This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.
17. **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS:** Pursuant to Arkansas Code Annotated 19-11-105, all bidders must certify prior to award of a contract that they **do not** employ or contract with any illegal immigrant(s) in its contract with the state. Bidders shall certify online at <https://www.ark.org/dfa/immigrant/index.php>.
18. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.
19. **COOPERATIVE PURCHASING:** Other tax-supported entities\* in Arkansas (cities, counties, state agencies, school districts, etc.) may purchase commodities or services covered in this Contract on an individual basis under the same specifications and conditions, and at the pricing set forth by each vendor, all at the discretion of each vendor in each case. Prices could be reduced by a vendor for minor alterations in conditions (changing minimum order quantities, etc.) as agreed by both parties, but could not be raised above the contract bid price under any circumstances. Vendors would not be required to sell to any such entity under this Contract, and those entities would not be obligated to purchase from the Contract.

Each entity wishing to purchase from the Contract would make contact directly with the appropriate vendor(s). The ARDOT would remain "out of the loop" for such transactions: all contact, orders, invoices, payments, etc. regarding such transactions must take place exclusively between the tax-supported entity and the vendor. The ARDOT would be held harmless of any and all liability arising from such transactions.

\*Tax-supported entities are defined as those receiving more than half of total funding from appropriated tax funds.