

## General Info

Actions ▾

Digital ID required

 to disable Q & A notifications for this solicitation.

### Deadline

10/20/2026 11:00 AM CDT

### Advertised

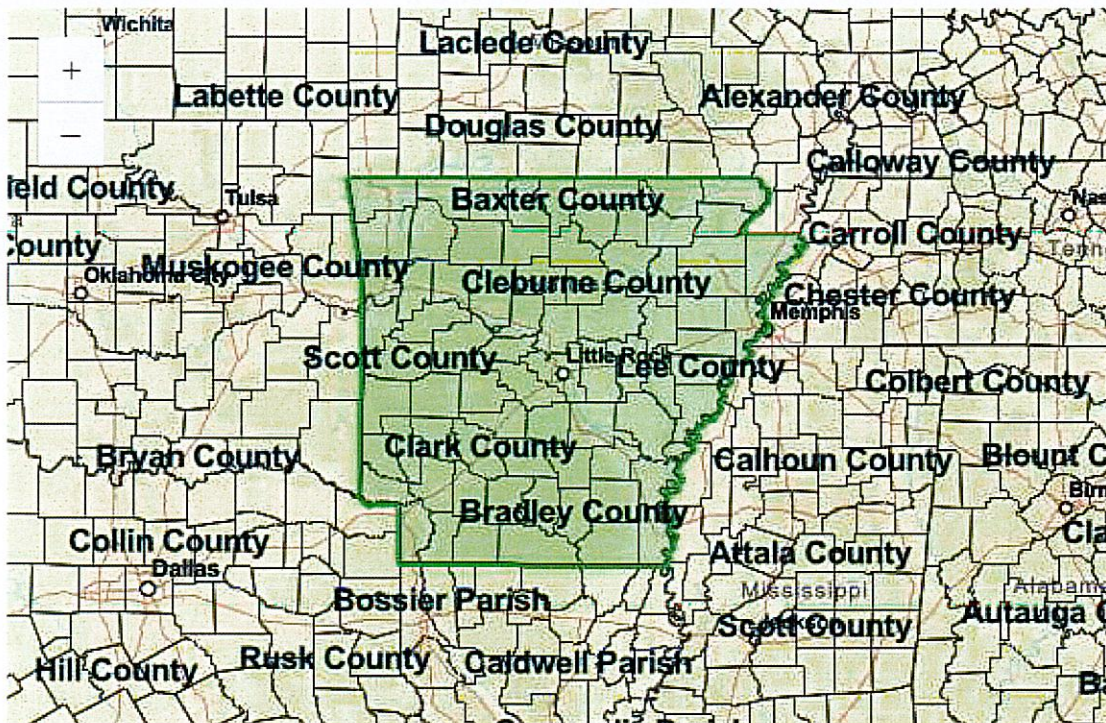
10/01/2026 03:12 PM CDT

### Business Name

Arkansas Department of Transportation - Equipment and Procurement

### Location(s)

Statewide, Arkansas



County of Pulaski, AR, Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, USFWS

Powered by Esri

### Number

H-27-221K

### Description

Liquid Magnesium (w/o Corrosion Inhibiting Liquids)  
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 liquid magnesium chloride de-icer/anti-icer materials for snow and ice control. Requires meeting specific chemical composition standards, independent laboratory testing, and delivery capabilities with proper equipment for material transfer.

**Work Types**

Procurement

**Q & A**

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**Deadline**

Same as solicitation deadline.

**Remarks**

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**ATTACHMENT LIST**

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CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM.pdf (157 KB)  
Download, complete, and upload in the Required Document List at the bottom of t...

Certificate For Boycott and Illegal Immigrant Restrictions - 2025.pdf (155 KB)  
Download, complete, and upload in the Required Document List at the bottom of t...

Standard Bid Conditions Revised 2026.pdf (160 KB)

Liquid Mag (wo corr inhibit liquids) Specifications 2025.pdf (195 KB)

## 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:\***

**Liquid Magnesium Chloride (without corrosion inhibited liquids)**

The Arkansas Department of Transportation (hereafter called ARDOT) will receive bids for a Supply Contract to furnish to ARDOT requirements of Liquid Magnesium Chloride (without corrosion inhibited liquids) at locations and pricing set forth on attached Bid Form for the period beginning **Date of Award through April 30, 2027.**

All bidders should complete and return the Eligible Bidder Certification (Attachment A) and Disclosure Form (see Page 2 of Standard Bid Conditions – Item 18) and Restriction of Boycott of Israel Certification issued with this bid. A current copy of the DFA Illegal Immigrant Contractor Disclosure Certification (see Page 1 of Standard Bid Conditions – Item 17) should also be submitted with bid. These forms are kept on file and remain current for one year from date of submission. Forms do not need to be submitted again, during that time, unless there is a status change.

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 Standard Bid Conditions. Performance Bond in the amount of \$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 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 before the time of bid opening at 11302 West Baseline Road, Little Rock, AR 72209 prior to the designated time of the bid opening. This includes Cashier's checks, Certified checks, or Money orders submitted as bid bonds must be physically received by Equipment & 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.

## BIDDER INFORMATION

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The following materials are used by ARDOT as part of the Snow and Ice Control Program. Bidders are requested to note the information needed by filling in the blanks below.

Liquid Magnesium Chloride shall be delivered by TANKER TRUCK WITH PUMP to unload into ARDOT Tanks.

Bidders are request to note contact person and telephone number to place orders.

**Product Proposed\***

**Producer\***

**Minimum Tanker Load (Gallons)\***

**PRICING PROPOSED SUBJECT TO  
DISCOUNT OF \_\_\_%-\_\_\_DAYS\***

**Company Name & Contact:\*****Phone:\*****Fax:****E-mail:\*****Address:\***

## Bid Form

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| Location                                                                           | *Magnesium Chloride Per Gallon Liquid |
|------------------------------------------------------------------------------------|---------------------------------------|
| Cross - District HQ - 2701 Hwy. 64 West, Wynne, AR 72396                           |                                       |
| Crittenden - Area HQ - 190 Hwy. 55 (on North Frontage Rd.), West Memphis, AR 72301 |                                       |
| Crittenden - Area HQ (Lehi) - 7802 Hwy. 70, West Memphis, AR 72301                 |                                       |
| Monroe - Area HQ - 7153 Hwy. 70, Brinkley, AR 72021                                |                                       |
| Phillips - Area HQ (Walnut Corner) - 6557 Hwy. 49, Poplar Grove, AR 72374          |                                       |
| St. Francis - Area HQ - 3602 Hwy. 70 West, Forrest City, AR 72335                  |                                       |
| Jefferson - District HQ - 4900 Hwy. 65 South, Pine Bluff, AR 71601                 |                                       |
| Miller - Area HQ - 5025 Blackman Ferry Rd., Texarkana, AR 71854                    |                                       |
| Sebastian - District HQ - 808 Frontier Road, Barling, AR 72923                     |                                       |
| Sebastian - Area HQ (Sebastian 1) - 300 Elm Street, Greenwood, AR 72936            |                                       |
| Crawford - Area HQ (Crawford 1) - 6810 Hwy. 64, Van Buren, AR 72956                |                                       |
| Crawford - Area HQ (Crawford 2) - 10435 Dollard Rd., Mountainburg, AR 72946        |                                       |
| Franklin - Area HQ - 811 North 18th Street, Ozark, AR 72949                        |                                       |
| Polk - Area HQ - 2684 Hwy. 71 North, Mena, AR 72953                                |                                       |
| Scott - Area HQ - 1848 South Main Street, Waldron, AR 72958                        |                                       |
| Washington - Area HQ (Washington 1) - 801 West Pridemore, Lincoln, AR 72744        |                                       |
| Washington - Area HQ (Washington 2) - 3518 North Hwy. 112, Fayetteville, AR 72704  |                                       |

**Location****\*Magnesium Chloride Per Gallon Liquid**

Independence - District HQ - 1673 Batesville Blvd., Batesville, AR 72501

Pulaski - Area HQ (Pulaski 1) - 801 Eureka Garden Road, North Little Rock, AR 72117

Pulaski - Area HQ (Pulaski 1) - New HQ - 9902 Hwy. 70, North Little Rock, AR 72117

Pulaski - Area HQ (Pulaski 2) - 401 Shamburger Lane, Little Rock, AR 72206

Pulaski - Area HQ (Pulaski 3) - 9001 Mabelvale Pike, Little Rock, AR 72209

Garland - Area HQ - 3600 Albert Pike Rd. - Hot Springs, AR 71913

Hot Spring - Area HQ - 3299 Oliver Lancaster Blvd., Malvern, AR 72104

Lonoke - Area HQ - 1955 Hwy. 31 North, Lonoke, AR 72086

Prairie - Area HQ (Hwy. 70) - 62 South Orlicek Street, Hazen, AR 72064

Saline - Area HQ - 4793 Hwy. 67 Benton, AR 72015

Quachita - District HQ - 2245 California Ave., Camden, AR 71701

Pope - Area HQ - 1358 Hob Nob Rd., Russellville, AR 72801

Conway - Area HQ - 1215 Hwy. 64 West, Morrilton, AR 72110

## **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):\***

**Company Name & Contact:\*****Phone:\*****Fax:****E-mail:\*****Address:\***

## Bid Form

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**Location****\*Magnesium Chloride Per Gallon Liquid**

Faulkner - Area HQ - 336 Hwy. 64 East, Conway, AR 72032

Johnson - Area HQ - 2704 West Main, Clarksville, AR 72830

Logan - Area HQ - 2650 West Walnut Street, Paris, AR 72855

Perry - Area HQ - 1508 Aplin Avenue, Perryville, AR 721261

Van Buren - Area HQ - 465 Hwy. 95 West, Clinton, AR 72031

Yell - Area HQ - 12507 North, Hwy. 27, Danville, AR 72833

Craighead - Area HQ - 3202A Commerce Drive, Jonesboro, AR 72401

Mississippi - Area HQ - 4091 East Hwy. 18, Blytheville, AR 72315

Mississippi - Area HQ - 1290 South County Road 503, Osceola, AR 72370

## ATTACHMENT A - ELIGIBLE BIDDER CERTIFICATION

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**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**

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| 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 - 2025.pdf<br>Failure to complete all of the following information may result in a delay in obtaining a contract... |                |

2 Required Documents

**ARKANSAS STATE HIGHWAY COMMISSION  
ARDOT - SUPPLY CONTRACT NO. H-27-221K  
LIQUID MAGNESIUM CHLORIDE  
(without corrosion inhibited liquids)**

**BID INFORMATION**

The Arkansas Department of Transportation (hereinafter called ARDOT) will receive sealed bids for furnishing requirements of Snow and Ice Control Materials as noted in the attached bid.

1. Bids shall be submitted on the form furnished herewith and must include descriptive literature, etc. requested on the Bid Invitation. Bid envelopes shall be sealed and marked so as to clearly indicate contents and will be received at the locations as noted on the Bid Invitation. Bids received after date and hour set for opening will be returned unopened to the bidder.
2. A bid may be withdrawn, modified, or corrected by the bidder after it has been submitted, provided written request to do so is filed with Equipment and Procurement Division prior to the hour set for opening bids. Telegrams or letters received before hour set for opening bids will be accepted and attached to the unopened bid, and the bid will be considered withdrawn, modified and corrected accordingly. No bid may be withdrawn, modified, corrected, or otherwise changed after the hour set for opening bids.
3. By submission of bid, bidder agrees to all conditions contained herein and if bid is found acceptable, either in whole or in part, by the Department of Transportation, shall consider this bid a contract agreement bound under these Conditions; and further, the parties hereto agree that this contract in all things shall be governed by the Laws of the State of Arkansas.
4. A bidder whose bid is found acceptable shall properly execute a Performance Bond as may be required to Equipment and Procurement Division of ARDOT within fourteen (14) days after notice of award. No bid shall be considered binding upon ARDOT until the contract has been awarded, and until the successful bidder(s) has executed and filed a satisfactory bond. Failure to execute and file the bond within fourteen (14) days shall be cause for the annulment of the award.
5. Materials proposed and furnished must meet the specifications as set forth, and it shall be understood that the material will be furnished on individual orders as needed during the period of the contract. ARDOT is not obligated to purchase any specific quantities or to make purchases at any specific time.
6. The successful bidder(s) shall make all deliveries in accordance with individual orders placed by stockroom supervisors of each district within ten (10) days after notice by telephone.

**ARKANSAS STATE HIGHWAY COMMISSION  
ARDOT - SUPPLY CONTRACT NO. H-27-221K  
LIQUID MAGNESIUM CHLORIDE  
(without corrosion inhibited liquids)**

**BID INFORMATION**

7. In the event the successful bidder finds that he will be unable to supply all items noted on an individual order within 10 days, he shall immediately notify the Stockroom Supervisor, and in such event ARDOT shall have the right to purchase the item (or items) under separate purchasing procedures with the option of holding the contract vendor responsible for any excess cost of the item(s).
8. Invoicing information noted on the Bid Forms is intended to aid the supplier and ARDOT. Payment will be made on each individual order as promptly as possible after receipt of the invoice. Invoices mailed to the Central Office location in Little Rock will cause delays.
9. In the event of unsatisfactory delivery and/or material furnished, ARDOT reserves the right to cancel this contract upon giving to the vendor fifteen (15) days notice of its intention to terminate the contract. Upon the giving of such notice, the contract shall automatically terminate as of the date in said notice. Otherwise, the prices bid shall remain in effect for the contract period.
10. Cooperative Purchasing: Procedures are being developed to permit other tax-supported entities\* in Arkansas (cities, counties, state agencies, school districts, etc.) to purchase from 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.

Should these procedures be approved during the term of this contract, each entity wishing to purchase from the Contract would make contact directly with the appropriate vendor(s). The Arkansas Department of Transportation 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. 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.

**ARKANSAS STATE HIGHWAY COMMISSION  
ARDOT - MATERIAL SPECIFICATION FOR  
DE-ICER/ANTI-ICER (MAGNESIUM CHLORIDE)  
(without corrosion inhibited liquids)**

1. **Description.** This specification describes an effective and environmentally safe liquid de-icer/anti-icer to be provided to the Arkansas Department of Transportation. The material provided must comply with all requirements of this specification.
2. **Chemical and Physical Composition.** Magnesium Chloride-based liquid (without corrosion inhibition), shall conform to the following specifications:

**Chemical Properties**

|                                  |                  |
|----------------------------------|------------------|
| Magnesium Chloride Concentration | <b>25 to 30%</b> |
| APHA-AWWA-WPCF.                  |                  |
| Barium                           | 100 ppm max.     |
| Cyanide                          | 0.20 ppm max.    |
| Chromium                         | 1.0 ppm max.     |
| Cadmium                          | 0.20 ppm max.    |
| Calcium                          | 100 ppm max.     |
| Copper                           | 1.0 ppm max.     |
| Phosphorous                      | 2500 ppm max.    |
| Sulfate                          | 0.8 % max.       |

**Physical Properties**

|                               |                    |
|-------------------------------|--------------------|
| pH, ASTM E 70-90*             | <b>6.0 – 9.0</b>   |
| Specific Gravity              | <b>1.24 - 1.30</b> |
| Total Settleable Solids (V/V) | 1.0 Maximum        |
| Solids Passing #10 Sieve      | 99.0% Minimum      |
| Test Method ARDOT TM911       |                    |

\*A dilution must be made of 1 part deicer to 4 parts distilled/deionized water before reading.

The material supplied shall have no constituents which would cause residual waste to meet the definition of a hazardous waste, as found in 40 CFR 261.

**ARKANSAS STATE HIGHWAY COMMISSION  
ARDOT - MATERIAL SPECIFICATION FOR  
DE-ICER/ANTI-ICER (MAGNESIUM CHLORIDE)  
(without corrosion inhibited liquids)**

3. **Bidding.** If a manufacturer/vendor/supplier receives a request for bid, that manufacturer/vendor/supplier shall provide test reports from an independent laboratory within fourteen days of the bid submittal, certifying production sample compliance with ARDOT specifications and identifying all the chemical and physical properties stated herein for Liquid Magnesium Chloride. If the sample meets all specifications as outlined herein, the manufacturer/vendor/supplier's bid will be qualified.

Appropriate industry-accepted methods of wet titration and instrumental testing will be allowed for chemical analysis unless otherwise specified. The test report shall be included with the sample.

4. **Random Sampling and Testing.** Sampling of Magnesium Chloride will be as directed by the Engineer. Samples may be taken at the point of manufacture from intermediate storage, from the truck at delivery, or from ARDOT's receiving tank if it was empty before delivery.

If a sample fails to comply with the requirements stated herein, all deliveries shall cease until such time as the Engineer determines that the required specifications are being met and that adequate quality control has been re-established.

5. **Documentation.** The material supplied shall include the following documentation:

- a) A current, clearly legible Material Safety Data Sheet (MSDS).
- b) Clear documentation of its percentage of concentration of Magnesium Chloride.
- c) An application rate table that clearly states the manufacturer/vendor/supplier recommended rate for the various conditions of use at the place of delivery.
- d) Information on how low temperatures will affect storage of liquid material.
- e) Clear documentation on proper storage.

6. **Delivery and Equipment.**

- a) Vendor shall assure delivery and complete transfer of the material through properly calibrated metered pumps for liquids or certified scales for solids.
- b) Vendor shall be responsible for all necessary equipment to transfer the material to existing storage facilities.

**ARKANSAS STATE HIGHWAY COMMISSION  
ARDOT - MATERIAL SPECIFICATION FOR  
DE-ICER/ANTI-ICER (MAGNESIUM CHLORIDE)  
(without corrosion inhibited liquids)**

7. **Packaging/Labeling.** Material shall be packaged as stated in the bid invitation. Packaging shall permit safe dispensing under a variety of storage and weather conditions. A Bill of Lading shall accompany each shipment, and shall contain the following information:

- a) Name of product.
- b) Supplier and manufacturer of product.
- c) Destination of product.
- d) Unit of measurement and number of units being delivered.
- e) Total weight of delivery (certified scale ticket).
- f) Lot number of products being delivered. This number must enable purchaser to track a delivered product back to its manufacture point, date of manufacture, and specific batch.
- g) Shipper information, including the name of the shipping company, tank, trailer, or rail car number, point and date of origin.

8. **Basis for Award.** The basis for award will be determined by the following formula:

$$\frac{\text{Delivered Price}}{\text{Concentration \% (as a whole number)}} = \text{price per unit of deicer/anti-icer chemical}$$

For example:

a.  $\frac{\$60.00}{25} = \$2.40$  per unit of deicer chemical.

b.  $\frac{\$65.00}{30} = \$2.17$  per unit of deicer chemical.

Based on the calculations above, the bid would be awarded to "b".

**ARKANSAS STATE HIGHWAY COMMISSION  
ARDOT - MATERIAL SPECIFICATION FOR  
DE-ICER/ANTI-ICER (MAGNESIUM CHLORIDE)  
(without corrosion inhibited liquids)**

9. **Measurement.** The deicer/anti-icer shall be measured and delivered to the designated locations as directed on-the invitation to bid.
10. **Payment.** The accepted quantities of de-icer/anti-icer material, measured as provided under "Measurement," will be paid for at the unit bid price. This price shall be full compensation for furnishing all materials, labor, certifications, samples, testing, and delivery of the product to the designated location(s).

## 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 FMCSA Title VI Program) or disability in the admission, access to and treatment in ARDOT's programs and activities, as well as ARDOT's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding 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.



## CERTIFICATION FOR BOYCOTT AND ILLEGAL IMMIGRANT 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

# 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: ☐ Yes ☐ No SUBCONTRACTOR NAME: \_\_\_\_\_

TAXPAYER ID NAME: \_\_\_\_\_ IS THIS FOR: ☐ 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 ( <input checked="" type="checkbox"/> ) |        | 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.) |          |
|----------------------------------|----------------------------------------------|--------|--------------------------------------------------------------------------------------------------------|---------------|-------------|---------------------------------------------------------------------------------------------------------------------------------|----------|
|                                  | Current                                      | Former |                                                                                                        | From<br>MM/YY | To<br>MM/YY | Person's Name(s)                                                                                                                | Relation |
| General Assembly                 |                                              |        |                                                                                                        |               |             |                                                                                                                                 |          |
| 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 ( <input checked="" type="checkbox"/> ) |        | 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? |                        |                     |
|----------------------------------|----------------------------------------------|--------|--------------------------------------------------------------------------------------------------------|---------------|-------------|--------------------------------------------------------------------------------------------------------------------|------------------------|---------------------|
|                                  | Current                                      | Former |                                                                                                        | From<br>MM/YY | To<br>MM/YY | Person's Name(s)                                                                                                   | Ownership Interest (%) | Position of Control |
| General Assembly                 |                                              |        |                                                                                                        |               |             |                                                                                                                    |                        |                     |
| 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 _____ | Contract Phone No. _____    |
|                     |                   |                             | Contract or Grant No. _____ |