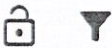


 Solicitation was successfully advertised.

Status: Advertised |
Bids: 0



General Info

Number

H-27-226A

Deadline

11/03/2026 11:00 AM CST

Auto Advertise

Description

Vegetation Control Chemicals
FOB: Statewide

Allow zero unit prices and labor?

Yes

Allow negative unit prices and labor?

Yes

Allow multiple bids per vendor for this solicitation?

Yes

Allow Electronic Signatures?

No

Allow vendors to ask questions?

No

Restricted?

No

Mark solicitation as an RFP?

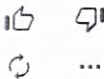
No

AI Summary

Summary

This is a vegetation control chemicals supply contract for highway maintenance operations. ARDOT seeks suppliers for various herbicides, surfactants, and drift control agents used in their annual mowing program. May require Arkansas Department of Agriculture registration and performance bonding.

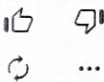
Source: Vegetation Control Chemical Specs (Revised September 2026).pdf



Tags



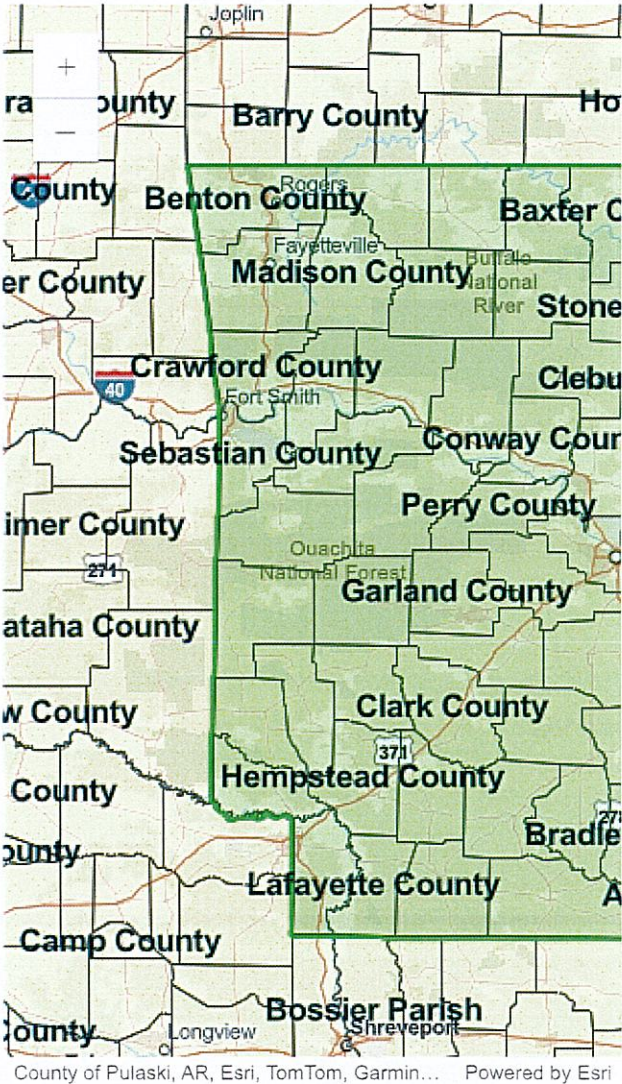
Procurement Landscape & Vegetation



Locations (1)

1 Locations Listed

1 - Statewide, Arkansas



Invited Vendors

Business Name	Email	Address	Phone
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ATTACHMENT LIST

Order	Name	Description
1	Contract and Grant Disclosure and Certification Form.pdf (203 KB)	Download, complete, and upload in the Required Document List at the bottom of this solicitati...
2	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 this solicitati...
3	Manufacture List (H-27-226A).pdf (100 KB)	Download, complete, and upload in the Required Document List at the bottom of this solicitati...
4	Standard Bid Conditions Revised 2026.pdf (156 KB)	Additional Bid Information
5	Invoicing and Delivery Information (Revised September 2026).pdf (480 KB)	Additional Bid Information
6	Vegetation Control Chemical Specs (Revised September 2026).pdf (164 KB)	Additional Bid Information

6 Attachments

BID INVITATION

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:*

Supply Contract for furnishing to the Arkansas Department of Transportation Vegetation Control Chemicals as specified herein for the period from December 1, 2026 through November 30, 2027.

FOB: Statewide – As noted on Attachment List upload - Invoicing and Delivery Information

Vegetation Control Chemicals proposed as meeting specifications must be noted on attached form and uploaded with bid. Bidders are cautioned to note that Vegetation Control Chemicals proposed to furnish must be registered by the Arkansas State Plant Board. Must be compatible and recommended for use and tested with all ARDOT Vegetation Control Chemicals.

Printed product label with detailed specifications and application information of material proposed MUST be submitted with bid. The information supplied must include a **printed** safety data sheet (SDS), formerly the material safety data sheet (MSDS) as noted by OSHA – 29 CFR 1910, 1915 and 1926. DO NOT SEND CD'S, THUMB DRIVES, ETC.

Should there be a conflict between Conditions printed on page 2 of this Bid Invitation and other conditions stated in Bid Information, the latter shall prevail.

All bidders should complete and return the Eligible Bidder Certification (Attachment A) Contract and Grant Disclosure Certification Form (see Page 2 of Standard Conditions – Item 18) Restriction of Israel Boycott Certification and Illegal Immigrant Certification Form (see Page 2 of Standard Bid Conditions – Item 17) issued with this 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. 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 to be determined by the Equipment and Procurement Division, not to exceed \$25,000.00 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.

The successful bidder will be required to complete delivery within 10 days after receipt of telephone order.

Bids and Specifications are available on-line by going to the ARDOT Web Site – 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.

Vegetation Control Program Chemicals

Bidder:*

Bidders are requested to note contact person and telephone number (WATS line if available) and email address to place orders.

(1) Company Name*

Contact Name*

Phone Number*

Email Address*

Address*

(2) Company Name*

Contact Name*

Phone Number*

Email Address*

Address*

Bid Form

Order	Item No.	Description	Bid Per	Alternate	Optional	Fixed (Price)	Price
Alternates are not included in bid total.							
	1 *1A	MSMA - in a 2.5 Gallon container	Gallon				
	2 *1B	MSMA - in a 15 Gallon Returnable/Refillable container	Gallon				

Order	Item No.	Description	Bid Per	Alternate	Optional	Fixed (Price)	Price
3	2	SURFACTANT - in a 2.5 Gallon container	Gallon				
4	3	DRIFT CONTROL AGENT - in a 1 Quart container	Quart				
5	4	KRENITE S - in a 2.5 Gallon container	Gallon				
6	5	ESCORT XP - in a 16 Ounce container	Ounce				
7	6	TELAR XP - in a 8 Ounce container	Ounce				
8	**7A	ROUNDUP PRO CONCENTRATE - 2.5 Gallon	Gallon				
9	**7B	ROUNDUP PRO CONCENTRATE - in a 15 Gallon Returnable/Refillable container	Gallon				
10	8	ARSENAL - in a 2.5 Gallon container	Gallon				
11	9	OUTRIDER - in a 20 Ounce container	Ounce				
12	10	PLATEAU - in a 1 Gallon container	Gallon				
13	11	ROUNDUP QUIKPRO SC TOTAL - in a 2.5 Gallon container	Gallon				
14	***12A	ESPLANADE 200 SC - in a 1 Quart container	Quart				
15	***12B	ESPLANADE 200 SC - in a 2.5 Gallon container	Gallon				
16	13	METHOD 240SL - in a 2.5 Gallon container	Gallon				
17	****14A	AQUAMASTER - 2.5 Gallon Container	Gallon				
18	****14B	AQUAMASTER - 15 Gallon Return/Refillable Container	Gallon				
19	15	DERIGO - in a 60 Ounce container	Ounce				

Notes

*Item 1A and 1B must be priced individually but bid will be awarded ALL OR NONE.

**Item 7A, and 7B must be priced individually but bid will be awarded ALL OR NONE.

***Item 12A and 12B must be priced individually but bid will be awarded ALL OR NONE.

****Item 14A and 14B must be priced individually but bid will be awarded ALL OR NONE.

Build Your Own

ATTACHMENT A - ELIGIBLE BIDDER CERTIFICATION

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:*

ENVELOPE REQUIRED DOCUMENT LIST

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

1 Required Document

Bid Bond

Bid Bond in the amount of \$500.00 required of all bidders at time of bid opening or bid will be rejected.

Guarantee Method*

Choices...

Check

Confirmation*

Choices...

Bid Bond

Bond ID*

Surety Agency*

Choices...

Surety State*

Principal*

Legal Terms

KNOW ALL PERSONS BY THESE PRESENTS, that [PRINCIPAL] as Principal, and [SURETY AGENCY], a corporation organized under the laws of the State of [SURETY STATE], and duly authorized to do business in the State of [OWNER AGENCY STATE], are held and firmly bound unto the [OWNER AGENCY], as obligee, in the sum of [Ten Percent (10%)] of the amount of the total bid for the work described below, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of this bond is such that, whereas said Principal is herewith submitting its bid including all related alternates and combined bids for the following work: Type of Work [WORK] for the [PROJECT] NOW THEREFORE, if the said bid is accepted by the [OWNER AGENCY], and the Principal shall execute and deliver a Contract in the form specified by the [OWNER AGENCY] (properly completed in accordance with said bid) and shall furnish a bond for the Principal's faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

REQUIRED DOCUMENT LIST

Name	Description	Omission Terms
Contract and Grant Disclosure and Certification Form	Failure to complete all of the following information may result in a delay in obt...	
Certificate For Boycott and Illegal Immigrant Restrictions	Failure to complete all of the following information may result in a delay in obt...	
Product Label with Detailed Specifications and Application Information of Material	The information supplied must include a printed safety data sheet (SDS), form...	
Manufacture List	Please upload Required Manufacture List	
Extra space for Labels and Specs	Extra space for Labels and Specs	

5 Required Documents

ARKANSAS STATE HIGHWAY COMMISSION
ARDOT - SUPPLY CONTRACT NO. **H-27-226A**
VEGETATION CONTROL CHEMICALS
BID SPECIFICATIONS AND INFORMATION

The following products are used by the Arkansas Department of Transportation in conjunction with the annual mowing program.

The trade names or commonly called names are used for reference only, and the chemical description is thought to be industry standard for the purposes intended. ARDOT stock numbers are listed in parenthesis.

<u>ITEM NO.</u>	<u>COMMON OR TRADE NAME</u>	<u>CHEMICAL DESCRIPTION</u>
1A.	MSMA (09010120)	Herbicide, Liquid, Monosodium Methanearsonate Acid, 6 lb. MSMA plus Surfactant per gallon, minimum active ingredient. <u>In 2.5 gallon containers. Labeled for highway rights-of-way.</u>
1B.	MSMA (09010120)	Herbicide, Liquid, Monosodium Methanearsonate Acid, 6 lb. MSMA plus Surfactant per gallon, minimum active ingredient. <u>In 15 gallon returnable/refillable containers. Labeled for highway rights-of-way</u>
2.	SURFACTANT (09010015)	Nonionic surfactant labeled for aquatic use with Roundup Custom to control emerged aquatic weeds. Must be compatible and recommended for use and tested with all ARDOT Vegetation Control Chemicals. 90% minimum active ingredient. <u>In 2.5 gallon containers. Note: Water and isopropyl alcohol (IPA) are not considered active ingredients.</u>
3.	DRIFT CONTROL AGENT (09012280)	Drift Control Agent - nonionic Polyvinyl Polymer (polyacrylamide), 30% minimum active ingredient. <u>Must be compatible and recommended for use and tested with all ARDOT Vegetation Control Chemicals. In quart containers.</u>
4.	KRENITE S (09010115)	Brush Control Agent, Liquid, Ammonium salt of fosamine, [ethyl hydrogen (aminocarbonyl) phosphonate], 41.5% minimum active ingredient. <u>In 2.5 gallon containers.</u>
5.	ESCORT XP (09010555)	Herbicide, Granular, Metsulfuron methyl, Methyl 2-[[[(4 - methoxy- 6-methyl-1,3,5-triazin-2-yl)amino]-carbonyl]amino[sulfonyl] benzoate, 60% minimum active ingredient. <u>In 16 ounce containers.</u>
6.	TELAR XP (09011125)	Herbicide, Granular, Chlorsulfuron, 2- Chloro-N- [(4- methoxy- 6- methyl – 1,3,5-triazin- 2- yl)aminocarbonyl] benzenesulfonamide, 75% minimum active ingredient. <u>In 8 ounce containers.</u>
7A.	ROUNDUP PRO CONCENTRATE (09010880)	Herbicide, Liquid, Glyphosate, N-(phosphonomethyl) glycine, in the form of its isopropylamine salt, 50.2% minimum active ingredient. <u>In 2.5 gallon containers.</u>

ARKANSAS STATE HIGHWAY COMMISSION
ARDOT - SUPPLY CONTRACT NO. **H-27-226A**
VEGETATION CONTROL CHEMICALS
BID SPECIFICATIONS AND INFORMATION

7B.	ROUNDUP PRO CONCENTRATE (09010880)	Herbicide, Liquid, Glyphosate, N-(phosphonomethyl) glycine, in the form of its isopropylamine salt, 50.2% minimum active ingredient. <u>In 15 gallon returnable/refillable containers.</u>
8.	ARSENAL (09010990)	Herbicide, Liquid, Isopropylamine salt of Imazapyr (2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridine-carboxylic acid)*, 27.8% minimum active ingredient. (*2 pounds acid per gallon.) <u>In 2.5 gallon containers. Labeled for Aquatic sites.</u>
9.	OUTRIDER (09010895)	Herbicide, Granular, Sulfosulfuron, N-[[[(4,6-dimethoxy-2-pyrimidinyl) amino]carbonyl]-2-(ethylsulfonyl)imidazo [1,2-a] pyridine-3-sulfonamide, 75% minimum active ingredient. <u>In 20 ounce containers.</u>
10.	PLATEAU (09010750)	Herbicide, Liquid, Ammonium salt of imazapic ($\pm$)-2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-5-methyl-3-pyridinecarboxylic acid, 23.6% minimum active ingredient. <u>In 1 gallon containers.</u>
11.	ROUNDUP QUIKPRO SC TOTAL (09011320)	Herbicide, Liquid, Indaziflam 0.089%, Diquat dibromide 0.890% and Glyphosate isopropylamine salt 20.460%. <u>In 2.5 gallon containers.</u>
12A.	ESPLANADE 200 SC (09011215)	Herbicide, Liquid, Indaziflam 19.05% minimum active ingredient. <u>In quart containers.</u>
12B.	ESPLANADE 200 SC (09011215)	Herbicide, Liquid, Indaziflam 19.05% minimum active ingredient. <u>In 2.5 gallon containers.</u>
13.	METHOD 240SL (09011720)	Herbicide, Liquid, Potassium salt of aminocyclopyrachlor, Potassium salt of 6-amino-5-chloro-2-cyclopropyl-4-pyrimidinecarboxylic acid, 25% minimum active ingredient. <u>In 2.5 gallon containers.</u>
14A.	AQUAMASTER (09010097)	Herbicide, Liquid, Glyphosate, N-(phosphonomethyl) glycine, in the form of its isopropylamine salt, 53.8% minimum active ingredient. <u>In 2.5 gallon containers. Labeled for Aquatic sites.</u>
14B.	AQUAMASTER (09010097)	Herbicide, Liquid, Glyphosate, N-(phosphonomethyl) glycine, in the form of its isopropylamine salt, 53.8% minimum active ingredient. <u>In 15 gallon returnable/refillable containers. Labeled for Aquatic sites.</u>

ARKANSAS STATE HIGHWAY COMMISSION
ARDOT - SUPPLY CONTRACT NO. **H-27-226A**
VEGETATION CONTROL CHEMICALS
BID SPECIFICATIONS AND INFORMATION

- | | | |
|-----|--------------------------|---|
| 15. | DERIGO

(09012260) | Herbicide, Granular, Foramsulfuron 24%, Iodosulfuron-methyl 2.4%
and Thiencarbazone-methyl 10%
<u>In 60 ounce containers.</u> |
|-----|--------------------------|---|

ARKANSAS STATE HIGHWAY COMMISSION
ARDOT - SUPPLY CONTRACT NO. **H-27-226A**
VEGETATION CONTROL CHEMICALS
BID SPECIFICATIONS AND INFORMATION

1. The Arkansas Department of Transportation (hereinafter called the Department) will receive sealed bids for furnishing requirements of Vegetation Control Chemicals as noted in the attached bid for the period from **December 1, 2026 through November 30, 2027**.
2. Bids shall be submitted on the form furnished herewith and must include descriptive literature, etc., requested on the Bid Invitation. Bid envelope shall be sealed and marked so as to clearly indicate its 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.
3. 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.
4. Chemicals proposed must meet specifications as set forth, shall be registered by the Arkansas Department of Agriculture and will be furnished on individual orders as needed during the period of this contract.
5. It should be understood that the prices bid and delivered are to be on a per gallon, quart, pound, ounce, etc. basis, delivered regardless of case packaging, and F.O.B. the specific delivery locations noted on the attached Bid Forms. **A PRODUCT THE VENDOR CHOOSES TO BID ON, MUST BE ALL LOCATIONS STATEWIDE FOR THAT PRODUCT.**
6. It should be noted that Area Headquarters locations do not have equipment to unload palletized material, consequently, 24 hours minimum notice shall be given to the District Stockroom Supervisor.
7. It is anticipated that orders will be placed in a timely manner and every effort will be made to combine orders for delivery on a District location basis.
8. 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.
9. 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 the Department 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).

ARKANSAS STATE HIGHWAY COMMISSION
ARDOT - SUPPLY CONTRACT NO. **H-27-226A**
VEGETATION CONTROL CHEMICALS
BID SPECIFICATIONS AND INFORMATION

10. Invoicing information noted on the Bid Forms is intended to aid the supplier and the Department. Invoices mailed to the Central Office location in Little Rock will cause delay. Payment will be made on each individual order as promptly as possible after receipt of invoice. THE DEPARTMENT IS NOT EXEMPT FROM SALES TAX FOR VEGETATION CONTROL CHEMICALS.
11. A bidder whose bid is found acceptable shall properly execute a Performance Bond as may be required to Equipment and Procurement Division of the Department within fourteen (14) days after notice of award. No bid shall be considered binding upon the Department until the contract has been awarded, and until the successful bidder(s) have executed and filed a satisfactory bond. Failure to execute and file the bond within four- teen (14) days shall be cause for the annulment of the award.
12. By submission of bid, bidder agrees to all conditions contained herein and if bid is found acceptable, either in whole or in part, by ARDOT, shall consider this bid a contract agreement bound under these Conditions.
13. The parties hereto agree that this contract in all things shall be governed by the Laws of the State of Arkansas.
14. In the event of unsatisfactory delivery and/or material furnished, the Department 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 given in said notice. Otherwise, the prices bid shall remain in effect from **December 1, 2026 through November 30, 2027.**
15. Technical assistance shall be provided upon request via telephone. All requests for information and technical assistance from the manufacturer shall be answered within two (2) hours of a telephone request during normal business hours, Monday through Friday 8:00 a.m. – 5:00 p.m. Central Standard Time. A toll free technical assistance number from the manufacturer must be available during normal business hours. On site assistance must be provided within twenty-four (24) hours of the initial call if deemed necessary by the Department. Upon request, the manufacturer must provide both field and classroom training on a mutually agreeable basis. Upon request, the manufacturer shall provide research assistance to the Department to compare the effectiveness of various products controlling noxious weeds, brush or unwanted vegetation and also to include application techniques and methods.

ARKANSAS STATE HIGHWAY COMMISSION
ARDOT - SUPPLY CONTRACT NO. **H-27-226A**
VEGETATION CONTROL CHEMICALS
BID SPECIFICATIONS AND INFORMATION

16. Product Evaluation

- a. The manufacturer should submit all product labeling, literature and SDS to the Maintenance Division for review and evaluation. This information should be sent to Charles Flowers or Brendan Perdue, ARDOT Maintenance Division, P.O. Box 2261, Little Rock, Arkansas 72203-2261.
- b. The received product information will be reviewed, and the determination made whether or not to proceed with a field testing program.
- c. **Product will be requested in the spring prior to the herbicide use season.**
- d. The product will be used and evaluated accordingly to determine need, and technical fit, with the chemical control products and application equipment in the ARDOT Vegetation Management Program. These trials must be replicated and evaluated over a three year period before decision made to include on the ARDOT Chemical Control list.

If you have questions, please contact Charles Flowers at (501) 569-2091 or Brendan Perdue at (501) 749-9774.

17. 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). 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 Department 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 - SUPPLY CONTRACT NO. **H-27-226A**
VEGETATION CONTROL CHEMICALS
BID SPECIFICATIONS AND INFORMATION

Returnable/Refillable Container System Requirements for 1B, 7B, and 14B ONLY:

The Bidder shall provide a Returnable/Refillable Container System that, at a minimum, meets the following requirements:

- a. System shall be a Returnable/Refillable Container Management and Tracking System or approved equivalent.
- b. Liquid containers shall be fifteen (15) gallon returnable/refillable drums made of plastic and natural in color to allow clear viewing of contents.
- c. Liquid containers shall have one (1) gallon and one (1) liter measuring increments clearly visible down the side of the drums.
- d. Liquid containers shall have a convex center sump and top and bottom handling rings.
- e. Liquid containers shall have one (1) opening which holds a stainless steel micromatic valve with viton seals. No other drum openings are allowed.
- f. Liquid containers shall be bar coded for internet tracking and reporting.
- g. All fifteen (15) gallon returnable/refillable containers shall be delivered on a plastic returnable pallet with a plastic lid secured with straps. Containers shall be packaged and delivered with up to nine (9) containers to a pallet.
- h. All containers and contents shall be accounted for with the following reports and capabilities available via a secure website:
 - 1) Container and product movements by shipping locations report.
 - 2) Shipment detail by shipping locations report.
 - 3) Viewing of current and past shipments by location reports. Must have timeline search capability. Tracking of shipments through entire shipping and receiving process along with order status availability.
 - 4) Drum look up capability to allow user to enter drum ID number and access information on drum and contents.
- i. Internet reports shall be available at all times and be accessible through a secure website accessible by a username and password.
- j. System must have the capability to provide system wide inventory reporting for all shipping locations via the internet for all products delivered in returnable containers.

ARKANSAS STATE HIGHWAY COMMISSION
VEGETATION CONTROL CHEMICALS
ARDOT SUPPLY CONTRACT NO. H-27-226A
INVOICING AND DELIVERY INFORMATION

DISTRICT ONE - Invoice To:

District 1 Headquarters, P O Box 278, Wynne, AR 72396 - (870) 238-8144

Delivery Locations:

1. District 1 Headquarters 2701 Hwy 64 West Wynne, AR 72396	5. Monroe Co. Area Headquarters 7153 Hwy 70 Brinkley, AR 72021	
2. Crittenden Co. (2) Area Headquarters 7802 Hwy 70 West Memphis, AR 72301	6. Phillips Co. Area Headquarters 6557 Hwy 49 Poplar Grove, AR 72374	
3. Cross Co. Area Headquarters 2330 W. Union Wynne, AR 72396	7. St. Francis Co. Area Headquarters 3602 Hwy 70 West Forrest City, AR 72335	
4. Lee Co. Area Headquarters 406 Hwy 79 E. Marianna, AR 72360	8. Woodruff Co. Area Headquarters 620 Poplar McCrory, AR 72101	

DISTRICT TWO - Invoice To:

District 2 Headquarters, P O Box 6836, Pine Bluff, AR 71611 - (870) 534-1612

Delivery Locations:

1. District 2 Headquarters 4900 Hwy 65 South Pine Bluff, AR 71601	5. Chicot Co. Area Headquarters 660 Hwy 82 West Lake Village, AR 71653	9. Jefferson Co. Area Headquarters 637 Hwy 425 South Pine Bluff, AR 71601
2. Arkansas Co. (1) Area Headquarters 29 Pond Road Stuttgart, AR 72164	6. Desha Co. Area Headquarters 9054 Hwy 65 North McGehee, AR 71654	10. Lincoln Co. Area Headquarters 1413 North Lincoln Star City, AR 71667
3. Arkansas Co. (2) Area Headquarters 564 Hwy 165 North DeWitt, AR 72042	7. Drew Co. Area Headquarters 1926 Hwy 425 North Monticello, AR 71657	
4. Ashley Co. Area Headquarters 1257 Hwy 82 East Hamburg, AR 71646	8. Grant Co. Area Headquarters 1225 Hwy 270 East Sheridan, AR 72150	

DISTRICT THREE - Invoice To:

District 3 Headquarters, P O Box 490, Hope, AR 71802-0490 - (870) 777-3457

Delivery Locations:

1. District 3 Headquarters 2911 Hwy 29 North Hope, AR 71801	5. Little River Co. Area Headquarters 1549 N. Constitution Ashdown, AR 71822	9. Sevier Co. Area Headquarters 598 Hwy 71 North De Queen, AR 71832
2. Hempstead Co. Area Headquarters 3023 Hwy 29 North Hope, AR 71801	6. Miller Co. Area Headquarters 5025 Blackman Ferry Road Texarkana, AR 71854	
3. Howard Co. Area Headquarters 2269 Hwy 371 West Nashville, AR 71852	7. Nevada Co. Area Headquarters 2067 US Hwy 371 Prescott, AR 71857	
4. Lafayette Co. Area Headquarters 1342 Hwy 29 Lewisville, AR 71845	8. Pike Co. Area Headquarters 610 West Main Street Murfreesboro, AR 71958	

ARKANSAS STATE HIGHWAY COMMISSION
VEGETATION CONTROL CHEMICALS
ARDOT SUPPLY CONTRACT NO. H-27-226A
INVOICING AND DELIVERY INFORMATION

DISTRICT FOUR - Invoice To:

District 4 Headquarters, P O Box 11170, Fort Smith, AR 72917-1170 - (479) 484-5306

Delivery Locations:

1. District 4 Headquarters 808 Frontier Road Barling, AR 72923	5. Polk Co. Area Headquarters 2684 Hwy 71 North Mena, AR 71953-8411	9. Washington Co. (1) Area Headquarters 801 W. Pridemore Lincoln, AR 72744-8875
2. Crawford Co. (1) Area Headquarters 6810 Hwy 64 Van Buren, AR 72956	6. Scott Co. Area Headquarters 1848 South Main Street Waldron, AR 72958	10. Washington Co. (2) Area Headquarters 3518 North Hwy 112 Fayetteville, AR 72704
3. Crawford Co. (2) Area Headquarters 10435 Dollard Road Mountainburg, AR 72946	7. Sebastian Co. (1) Area Headquarters 300 West Elm Street Greenwood, AR 72936	
4. Franklin Co. Area Headquarters 811 North 18th Street Ozark, AR 72949	8. Sebastian Co. (2) Area Headquarters 808 Frontier Road Barling, AR 72923	

DISTRICT FIVE - Invoice To:

District 5 Headquarters, P O Box 2376, Batesville, AR 72503 - (870) 251-2374

Delivery Locations:

1. District 5 Headquarters 1673 Batesville Blvd. Batesville, AR 73501	5. Izard Co. Area Headquarters 113 Main Street Melbourne, AR 72556	9. White Co. (1) Area Headquarters 2003 Eastline Road Searcy, AR 72143
2. Cleburne Co. Area Headquarters 2274 Bypass Road Heber Springs, AR 72543	6. Jackson Co. Area Headquarters 401 Andy Doyle Road Newport, AR 72112	10. White Co. (2) Area Headquarters 1254 Hwy 258 Bald Knob, AR 72010
3. Fulton Co. Area Headquarters 930 Hwy. 62 East Salem, AR 72576	7. Sharp Co. Area Headquarters 1587 Hwy 62 Hardy, AR 72542	
4. Independence Co. Area Headquarters 1673 Batesville Blvd. Batesville, AR 72501	8. Stone Co. Area Headquarters 807 Sylamore Avenue Mountain View, AR 72560	

DISTRICT SIX - Invoice To:

District 6 Headquarters, P O Box 190296, Little Rock, AR 72219 - (501) 569-2266

Delivery Locations:

1. District 6 Headquarters 8900 Mabelvale Pike Little Rock, AR 72209	5. Prairie Co. Area Headquarters 62 S. Orlicek Street Hazen, AR 72064	9. Saline Co. Area Headquarters 4793 Hwy 67 Benton, AR 72015
2. Garland Co. Area Headquarters 3600 Albert Pike Road Hot Springs, AR 71913	6. Pulaski Co. (1) Area Headquarters 9902 Hwy. 70 North Little Rock, AR 72117	
3. Hot Spring Co. Area Headquarters 3922 Oliver Lancaster Blvd. Malvern, AR 72104	7. Pulaski Co. (2) Area Headquarters 411 Shamburger Lane Little Rock, AR 72206	
4. Lonoke Co. Area Headquarters 1955 Hwy 31 North Lonoke, AR 72086	8. Pulaski Co. (3) Area Headquarters 9001 Mabelvale Pike Little Rock, AR 72209	

ARKANSAS STATE HIGHWAY COMMISSION
VEGETATION CONTROL CHEMICALS
ARDOT SUPPLY CONTRACT NO. H-27-226A
INVOICING AND DELIVERY INFORMATION

DISTRICT SEVEN - Invoice To:

District 7 Headquarters, P O Box 897, Camden, AR 71711 - (870) 836-6401

Delivery Locations:

1. District 7 Headquarters 2245 California Ave. Camden, AR 71701	5. Cleveland Co. Area Headquarters 7350 Hwy 79 Rison, AR 71665	9. Union Co. Area Headquarters 1086 Industrial Rd El Dorado, AR 71730
2. Bradley Co. Area Headquarters 388 Hwy 278 West Warren, AR 71671	6. Columbia Co. Area Headquarters 211 Taylor Hwy Magnolia, AR 71753	
3. Calhoun Co. Area Headquarters 2229 N. US Highway 67 Fordyce, AR 71742	7. Dallas Co. Area Headquarters 1532 W. Hwy 8 Fordyce, AR 71742	
4. Clark Co. Area Headquarters 483 West Reynolds Road Arkadelphia, AR 71923	8. Ouachita Co. Area Headquarters 246 Hwy 278 East Camden, AR 71701	

DISTRICT EIGHT - Invoice To:

District 8 Headquarters, P O Box 70, Russellville, AR 72811 - (479) 968-2286

Delivery Locations:

1. District 8 Headquarters 372 Aspen Lane Russellville, AR 72801	5. Logan Co. Area Headquarters 2650 West Walnut Street Paris, AR 72855-3011	9. Van Buren Co. Area Headquarters 465 Hwy 95 West Clinton, AR 72031
2. Conway Co. Area Headquarters 1215 Hwy 64 West Morrilton, AR 72110	6. Montgomery Co. Area Headquarters 3751 Hwy 270 West Pencil Bluff, AR 71965	10. Yell Co. Area Headquarters 12507 N. Hwy 27 Danville, AR 72833
3. Faulkner Co. Area Headquarters 336 Hwy 64 East Conway, AR 72032	7. Perry Co. Area Headquarters 1508 Aplin Avenue Perryville, AR 72126	
4. Johnson Co. Area Headquarters 2704 West Main Clarksville, AR 72830-8024	8. Pope Co. Area Headquarters 1358 Hob Nob Road Russellville, AR 72801	

DISTRICT NINE - Invoice To:

District 9 Headquarters, P O Box 610, Harrison, AR 72602 - (870) 743-2100

Delivery Locations:

1. District 9 Headquarters 4590 Hwy 65 South Harrison, AR 72601	5. Boone Co. Area Headquarters 2801 Airport Road Harrison, AR 72601	9. Newton Co. Area Headquarters 108 Hwy 74 West Jasper, AR 72641
2. Baxter Co. Area Headquarters 3423 Hwy 5 South Mountain Home, AR 72653	6. Carroll Co. Area Headquarters 153 Hwy 143 North Berryville, AR 72616	10. Searcy Co. Area Headquarters 1526 Hwy 27 South Marshall, AR 72650
3. Benton Co. (1) Area Headquarters 14729 E. Hwy 72 Garfield, AR 72732	7. Madison Co. Area Headquarters 5727 Bus. Hwy 412 Huntsville, AR 72740	
4. Benton Co. (2) Area Headquarters 601 N. Gentry Blvd. Gentry, AR 72734	8. Marion Co. Area Headquarters 2011 Hwy 62 East Yellville, AR 72687	

ARKANSAS STATE HIGHWAY COMMISSION
VEGETATION CONTROL CHEMICALS
ARDOT SUPPLY CONTRACT NO. H-27-226A
INVOICING AND DELIVERY INFORMATION

DISTRICT TEN - Invoice To:

District 10 Headquarters, P O Box 98, Paragould, AR 72451 - (870) 239-9511

Delivery Locations:

1. District 10 Headquarters 2510 West Kingshighway Paragould, AR 72450	5. Lawrence Co. Area Headquarters 1193 Hwy 412 Walnut Ridge, AR 72476	9. Randolph Co. Area Headquarters 3774 Hwy. 67 South Pocahontas, AR 72455
2. Clay Co. Area Headquarters 901 W. Missouri Ave Corning, AR 72422	6. Mississippi Co. (1) Area Headquarters 1290 South County Road 503 Osceola, AR 72370	
3. Craighead Co. Area Headquarters 3202A Commerce Drive Jonesboro, AR 72401	7. Mississippi Co. (2) Area Headquarters 4091 East Hwy 18 Blytheville, AR 72315	
4. Greene Co. Area Headquarters 205 Monroe Street Paragould, AR 72451	8. Poinsett Co. Area Headquarters 4859 Hwy 149 Tyronza, AR 72386	

FACILITIES MANAGEMENT - Invoice To:

ARDOT - Facilities Management, P O Box 2261, Little Rock, AR 72203-2261 - (501) 569-2624

Delivery Locations:

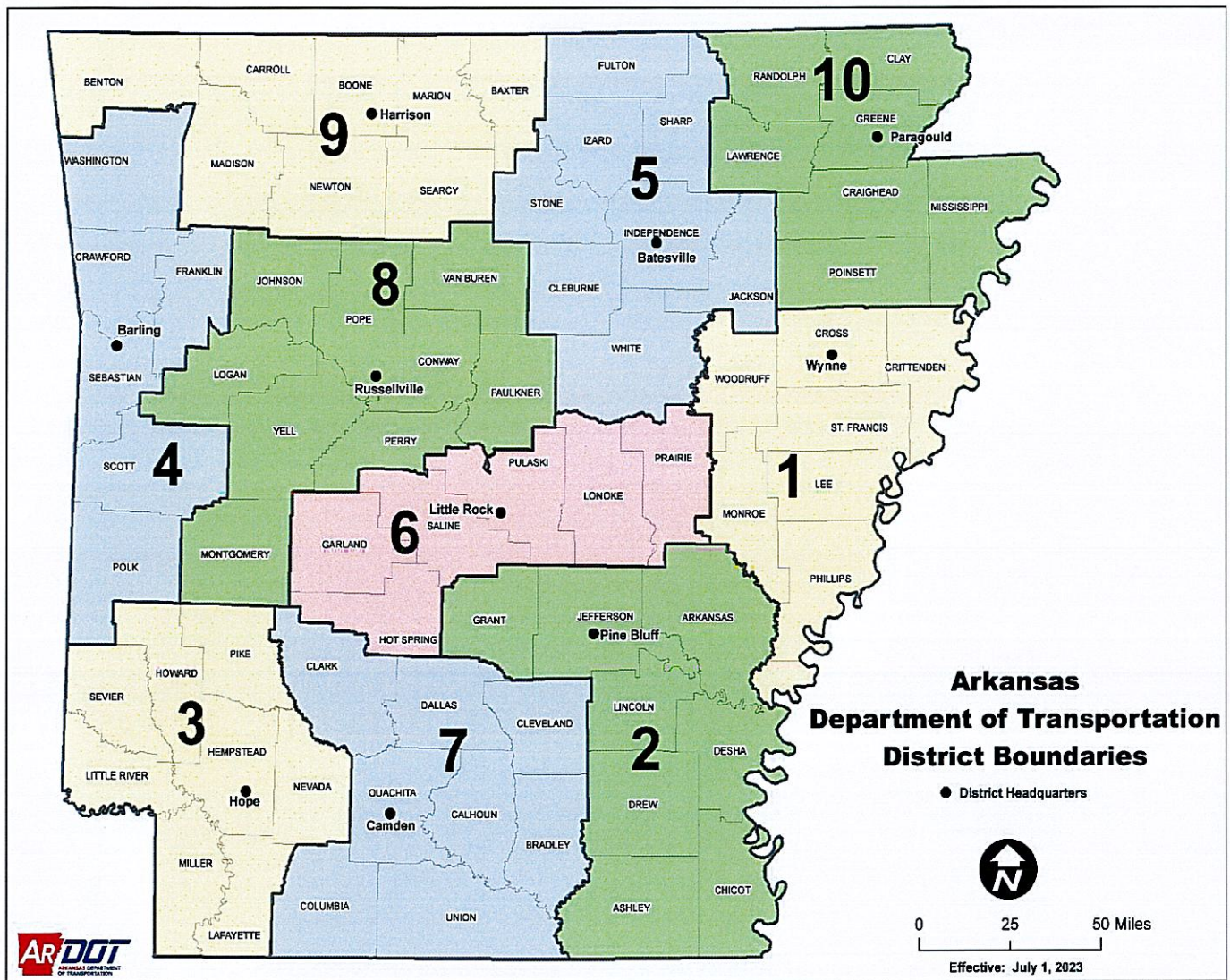
1. Facilities Management 9003 Mabelvale Pike Little Rock, AR 72209		
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TSMO - Invoice To:

ARDOT - TSMO, P O Box 2261, Little Rock, AR 72203-2261 - (501) 569-2300

Delivery Locations:

1. TSMO 11300 West Baseline Road Little Rock, AR 72209		
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ARKANSAS STATE HIGHWAY COMMISSION
ARDOT - SUPPLY CONTRACT NO. H-27-226A
VEGETATION CONTROL PROGRAM CHEMICALS

Vegetation Control Chemicals Proposed as meeting specifications:

ITEM NO.	COMMON OR TRADE NAME	CASE LOT PACKAGING	MANUFACTURED BY
*1.	A.	Container Size <u>2.5 Gallon</u> Container/Case _____	
	B.	Container Size <u>15 Gallon</u> Returnable/Refillable _____	
2.		Container Size <u>2.5 Gallon</u> Container/Case _____	
3.		Container Size <u>1 Quart</u> Container/Case _____	
4.		Container Size <u>2.5 Gallon</u> Container/Case _____	
5.		Container Size <u>16 Ounce</u> Container/Case _____	
6.		Container Size <u>8 Ounce</u> Container/Case _____	
*7.	A.	Container Size <u>2.5 Gallon</u> Container/Case _____	
	B.	Container Size <u>15 Gallon</u> Returnable/Refillable _____	
8.		Container Size <u>2.5 Gallon</u> Container/Case _____	
9.		Container Size <u>20 Ounce</u> Container/Case _____	
10.		Container Size <u>1 Gallon</u> Container/Case _____	
11.		Container Size <u>2.5 Gallon</u> Container/Case _____	
12.	A.	Container Size <u>1 Quart</u> Container/Case _____	
	B.	Container Size <u>2.5 Gallon</u> Container/Case _____	
13.		Container Size <u>2.5 Gallon</u> Container/Case _____	
*14.	A.	Container Size <u>2.5 Gallon</u> Container/Case _____	
	B.	Container Size <u>15 Gallon</u> Returnable/Refillable _____	
15.		Container Size <u>60 Ounce</u> Container/Case _____	

* See page 7 of the specifications for Returnable/Refillable container system requirements.

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	For How Long?		What is the person(s) name and how are they related to you? (i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)	Person's Name(s)	Relation
	Current	Former		From MM/YY	To MM/YY			
General Assembly			(senator, representative, name of board/ commission, data entry, etc.)					
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	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?	Person's Name(s)	Ownership Interest (%)	Position of Control
	Current	Former		(senator, representative, name of board/ commission, data entry, etc.)	From MM/YY	To MM/YY			
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 _____ 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.

- 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.
- 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.
- 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.
- 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 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 Free language assistance for 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.