General Info

Actions

Digital ID required

Deadline

12/01/2026 11:00 AM CST

Advertised

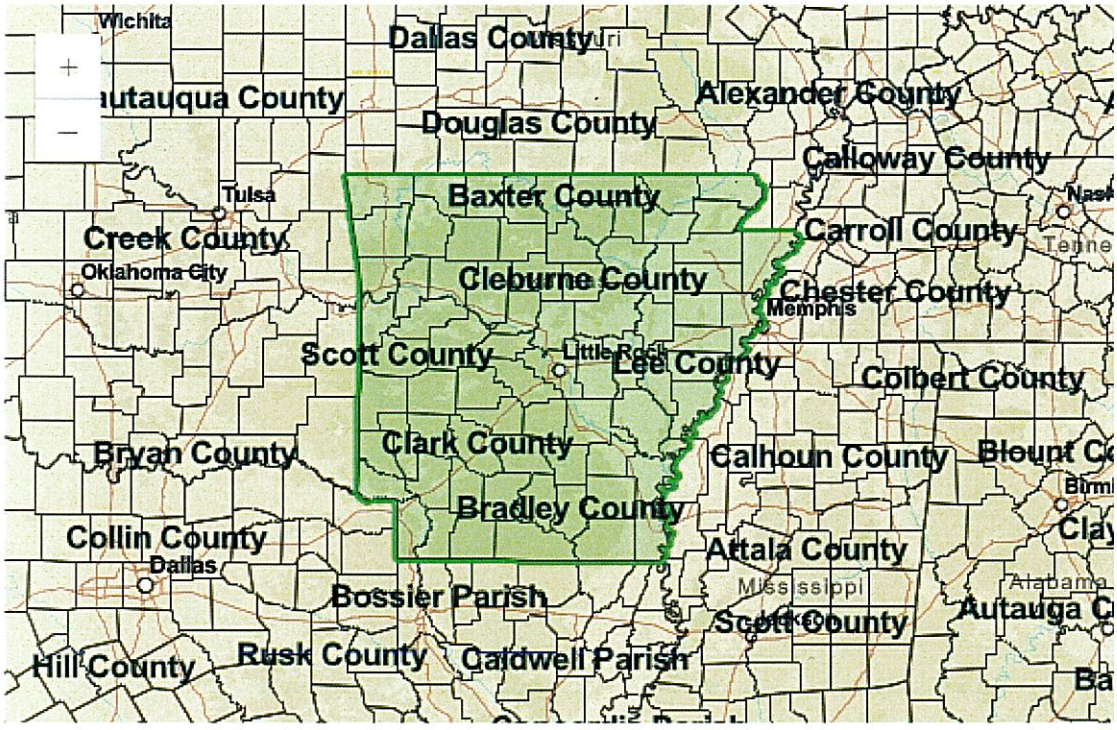
11/06/2026 07:23 AM CST

Business Name

Arkansas Department of Transportation - Equipment and Procurement

Location(s)

Statewide, Arkansas



Number

H-27-231A

Description

First Aid Kits Supply Contract

FOB: Statewide

Allows zero unit prices and labor

Yes

Allows negative unit prices and labor

Yes

Allows multiple bids per solicitation

Yes

Solicitation Summary

AI generated | Quality may vary

This is a standard bid conditions document for Arkansas Department of Transportation procurement. It outlines general bidding procedures, bonding requirements, pricing terms, tax obligations, specifications compliance, delivery requirements, and nondiscrimination policies applicable to ARDOT contracts.

Work Types

Material Supply Supplies

ATTACHMENT LIST

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

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

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

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

Standard Bid Conditions Revised 2026.pdf (156 KB)

Additional Bid Information

First Aid Kits Specs 2027.pdf (45.3 KB)

Additional Bid Information

FOB Locations 2027.pdf (37.5 KB)

FOB Locations

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 Divison 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 First Aid Kits according to specifications attached to and made a part of this bid, at pricing set forth for the period beginning January 1, 2027 through December 31, 2027, with an option to renew upon mutual written agreement.

FOB: STATEWIDE

ALL OR NONE BIDS ONLY WILL BE CONSIDERED.

All bidders should complete and return the Eligible Bidder Certification (Attachment A), Contract and Grant Disclosure and Certification Form (see Page 2 of Standard Bid Conditions – Item 18), and the Certification For Israel Boycott, Illegal Immigrant, Energy & Firearms Industries Boycott and Scrutinized Company Restrictions (see Page 2 of Standard Bid Conditions – Item 16 & 17) issued with this bid.

ALL bidders are required to furnish a sample, excluding ARDOT logo, of the First Aid Kit they are proposing to furnish. This sample must be submitted prior to bid opening or bid will be rejected. This kit shall be submitted at no extra charge to the Department.

The Department is not obligated to purchase any specific quantity or make purchases at any specific time during the contract period.

The Bid Invitation, Bid Form, and Specifications are parts of the contract and by this reference are incorporated herein as fully and effectively as if set forth in detail herein.

It shall be understood that by submission of bid that bidder agrees to the conditions herein specified and, if bid is found acceptable by the Department either in whole or in part, shall consider this bid a contract agreement bound under these conditions. The parties hereto agree that this contract in all things shall be governed by the Laws of the State of Arkansas. Should there be a conflict between conditions printed on page 2 of Bid Invitation and other conditions stated with Specifications, the latter shall prevail.

Bid Bond in the amount of $500.00 is 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. The name of the principal on the Bid Bond and the name of the bidder on the Bid Invitation must match. **Performance Bond** in the amount of $1,000.00 must be furnished within 10 days after receipt of notice of intent to award as a guarantee of delivery in accordance with the specifications and within the time established in the bid. 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 and clicking on "Commodities and Services Bids/Contracts Information". Tabulations will also be available at this site after award of bid/contract. If you have any questions, call this office at 501-569-2667.

Bid Form

Item No.	Description	Unit	Unit Price
1	First Aid Kit	ea.	

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 thus 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 resfrictions 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 affnns the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 USC §3801 et seq. are applicable thereto.

BIDDER NAME (Company Name):*

BY (Signature):*

TITLE:*

BID BOND

In the amount of $500.00

Guarantee Method*

Choices...

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

Confirmation*

Choices...

Electronic Bid Bond

Bond ID* **Surety Agency***

Choices...

Surety State* **Principal***

ENVELOPE REQUIRED DOCUMENT LIST

Name	Omission Terms

The information supplied in this component will be available to the owner-agency immediately after the bid 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 rejected.	I have opted to electronically verify my bid bond.

1 Required Document

REQUIRED DOCUMENT LIST

Name	Omission Terms

2 Required Documents

Name	Omission Terms
Contract and Grant Disclosure and Certification Form Failure to complete all of the following information may result in a delay in obtaining a contract...	
Certificate For Boycott and Illegal Immigrant Restrictions Failure to complete all of the following information may result in a delay in obtaining a contract...	

2 Required Documents

Legal Releases Support Knowledge Center

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ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIFICATION

FOR

FIRST AID KITS

Container shall be dust and moisture proof metal case, painted white with the Arkansas Department of Transportation emblem (see attached) on the outside top cover. Approximate dimensions of metal case should be 9½"W x 14"L x 2¾"D. Each kit shall be filled with the following:

QTY.	CSM#	UNIT#	CONTENTS DESCRIPTION	SIZE	PIECES
2	R210-006	607	Certi-Strips - Plastic - ANSI	1" x 3"	16/unit
1	R210-009	608	Certi-Strips - Plastic - Extra Large	2" x 3"	6/unit
1	R211-002	622	Certi-Gauze Bandage Compress	2"	4/unit
1	R211-008	624	Certi-Gauze Bandage Compress	4"	1/unit
1	R211-024	634	Certi-Gauze Roll	2" x 6 yds.	2/unit
1	R211-033	636	Triangular Bandage - w/Pins - ANSI	40" x 40" x 56"	3/unit
2	R211-011	637	Certi-Gauze Pads - ANSI	3" x 3"	4/unit
1	R211-017	639	Certi-Gauze Compress	36" x 36"	1/unit
1	R213-011	663	Certi-Sporyn - Antibiotic Cream - ANSI	1 g.	10/unit
1	R213-004	754	PVP Iodine Swabs	Crushable	10/unit
1	R216-003	652	Certi-Tape - ANSI	½" x 2½ yds.	2/unit
1	R214-008	676	Eye Pads - 4 Certi-Tape - 4	Oval/Strips	8/unit
1	R213-014	710	Insect Sting Wipe-Ups	1" x 2"	10/unit
1	R216-050	760X	IvyX Post-Contact	2 oz.	1/unit
1	R215-008	660	Certi-Burn Cream	⅛ oz.	6/unit
1	R514-007		Burn Free Bottle	2 oz.	1
1	R240-030		Certi-Tape - ANSI	½" x 2½ yds.	1
1	R216-066	814	CPRotector® - Gloves - 4 Alcohol Wipe-Ups	5.5" sq.	6/unit
1	R216-082	816	Gloves - Nitrile - ANSI	Large	2/pair
1	R216-078	902X	Eye Shield - Mask - Gloves		3/unit
1	R216-079	903X	Absorbent Powder - Scraper - Gloves	2 oz.	3/unit
1	R216-080	904X	BioHazard Bag - w/Tie - BZK – Antimicrobial Certi-Soap		6/unit
1	R216-027		IvyX Anti-Itch Gel	1 g.	6/lb.
1	R511-017		Eye Wash	1 oz.	1
1	R216-086		Shoe Covers		1 pair/unit
1	R216-095		Gown		1
1	R234-009		First Aid Facts	Card	1
1	C234-061		Safety Flag Seal		

- First Aid Kits and contents shall meet current ANSI Standard Specifications. Packages shall be printed with lot number and expiration date. Each kit shall have general first aid instructions and special fill content labels.

Attachment



ARDOT F.O.B. LOCATIONS

	LOCATION	INVOICING ADDRESS
District 1 Headquarters	2701 Hwy. 64 West Wynne, AR 72396	P.O. Box 278 Wynne, AR 72396
District 2 Headquarters	4900 Hwy. 65 South Pine Bluff, AR 71601-9622	P.O. Box 6836 Pine Bluff, AR 71611
District 3 Headquarters	2911 Hwy. 29 North Hope, AR 71801	P.O. Box 490 Hope, AR 71802-0490
District 4 Headquarters	808 Frontier Rd. Barling, AR 72923	P.O. Box 11170 Ft. Smith, AR 72917
District 5 Headquarters	1673 Batesville Blvd. Batesville, AR 72501	P.O. Box 2376 Batesville, AR 72503
District 6 Headquarters	8900 Mabelvale Pike Little Rock, AR 72209	P.O. Box 190296 Little Rock, AR 72219
District 7 Headquarters	2245 California Ave. Camden, AR 71701	P.O. Box 897 Camden, AR 71711
District 8 Headquarters	372 Aspen Lane Russellville, AR 72801	P.O. Box 70 Russellville, AR 72811
District 9 Headquarters	4590 Hwy. 65 South Harrison, AR 72601	P.O. Box 610 Harrison, AR 72602
District 10 Headquarters	2510 West Kingshighway Paragould, AR 72450	P.O. Box 98 Paragould, AR 72451
Equipment & Procurement	11302 W. Baseline Rd. Little Rock, AR 72209	P.O. Box 2261 Little Rock, AR 72203

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.)	
	Current	Former	(senator, representative, name of board/ commission, data entry, etc.)	From MM/YY	To 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 (✓)		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?		
	Current	Former	(senator, representative, name of board/ commission, data entry, etc.)	From MM/YY	To 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 _____ Contact Phone No. _____ Contract or Grant No. _____

ARDOT.gov | Jared D. Wiley, P.E., Director

10324 Interstate 30 | P.O. Box 2261, Little Rock, AR 72203-2261
Phone: (501) 569-2000 | Voice/TTY 711 | Fax: (501) 569-2400

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

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

1. **Israel Boycott Restriction:** For contracts valued at $1,000 or greater.
   A public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in a boycott of Israel. If at any time after signing this certification the contractor decides to engage in a boycott of Israel, the contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.

2. **Illegal Immigrant Restriction:** For contracts exceeding $25,000.
   No state agency may enter into or renew a public contract for services with a contractor who employs or contracts with an illegal immigrant. A contractor shall certify that it does not employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-11-105.

3. **Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction:** For contracts valued at, or exceeding, $75,000.
   A public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry. If a company does boycott any of these industries, see Arkansas Code Annotated § 25-1-1102.

4. **Scrutinized Company Restriction:** Required with bid or proposal submission.
   A state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor. *See* Arkansas Code Annotated § 25-1-1203.

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

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

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

Contractor Signature _____ Date _____

ARKANSAS STATE HIGHWAY COMMISSION

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.