

**ARKANSAS STATE HIGHWAY COMMISSION
ArDOT - EQUIPMENT AND PROCUREMENT DIVISION
BID INVITATION**

Bid Number: H-18-213J

BID OPENING LOCATION:
ArDOT Equipment &
Procurement Division
11302 West Baseline Road
Little Rock, AR 72209

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

DELIVER TO:
ArDOT Equipment &
Procurement Division
11302 West Baseline Road
Little Rock, AR 72209

Bid Opening Date: October 17, 2017 Time: 11:00 a.m.

Sealed bids for furnishing the commodities and/or services described below, subject to the Standard Bid Conditions of this bid invitation will be received at the above-noted mail and delivery locations until the above-noted bid opening date and time, and then publicly opened at the above-noted bid opening location. **Bids must be submitted on this form, with attachments when appropriate, or bids will be rejected. Late bids and unsigned bids will not be considered.**

In compliance with this Bid Invitation and subject to all the Conditions thereof, the undersigned offers and agrees to furnish any and all items upon which prices are quoted, at the price set opposite each item.

Company Name: _____

Name (Type or Print): _____

Address: _____

Title: _____

Phone: _____ Fax: _____

City: _____ State: _____ Zip: _____

E-mail Address: _____

Federal Tax ID or Social Security No.: _____

Signature: _____

Signature must be legible, original (not photocopied) and in ink.

Unsigned bids will be rejected.

Item No.	Description
	<p>Supply Contract for furnishing to the Arkansas Department of Transportation (hereafter called "ArDOT") <u>Vegetation Control Chemicals</u> as specified herein for the period from December 1, 2017 through November 30, 2018.</p> <p><u>FOB</u> – Statewide – As noted on attached Bid Forms. <i>(New items added in red – please read all pages)</i></p> <p>Vegetation Control Chemicals proposed as meeting specifications must be noted on Page 3 of 7. Bidders are cautioned to note that Vegetation Control Chemicals proposed to furnish must be registered by the Arkansas State Plant Board. <u>Must be compatible and recommended for use and tested with all ArDOT Vegetation Control Chemicals.</u></p> <p>Descriptive literature and detailed specifications of material proposed MUST be submitted with bid. The information supplied must include a safety data sheet (SDS), formerly the material safety data sheet (MSDS) as noted by OSHA – 29 CFR 1910, 1915 and 1926 and a container label noting application information.</p> <p>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.</p> <p><i>All bidders should complete and return the Eligible Bidder Certification (Attachment A) and Disclosure Form (see Page 2 of Standard Bid Conditions – Item 18) issued with this bid. A current copy of the DFA Illegal Immigrant Contractor Disclosure Certification (see Page 2 of Standard Bid Conditions – Item 17) should also be submitted with bid.</i></p> <p><u>Bid Bond</u> in the amount of \$500.00 required of all bidders at time of bid opening or bid will be rejected. <u>Personal and company checks are not acceptable as Bid Bonds.</u> See Condition 4 on page 1 of Standard Bid Conditions. <u>Performance Bond</u> 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. <u>Personal and company checks are not acceptable as Performance Bonds.</u> See Condition 4 on page 1 of this Bid Invitation.</p> <p>The successful bidder will be required to complete delivery within 10 days after receipt of telephone order.</p> <p>TWO SIGNED COPIES OF BID INVITATION AND BID FORMS MUST BE SUBMITTED.</p> <p>Bids and Specifications are available on-line by going to the ArDOT Web Site – www.arkansashighways.com and clicking on "Commodities and Services Bids/Contracts Information". Tabulations will also be available at this site after award of bid/contract. If you have any questions, call this office at 501-569-2667.</p> <p>06-00</p>

STANDARD BID CONDITIONS

H-18-213J

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.** 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 will be held as the Performance Bond of the successful bidder. Cashier's checks or certified checks submitted as Performance Bonds will be refunded shortly after payment has been made to the successful bidder for completion of all terms of the bid; surety bonds will be retained. Surety bonds must be issued by a surety company authorized to do business in Arkansas, and must be signed by a Resident Local Agent licensed by the Arkansas State Insurance Commissioner to represent that surety company. Resident Agent's Power-of-Attorney must accompany the surety bond. Certain bids involving labor will require Performance Bonds in the form of surety bonds only (no checks of any kind allowed). These bonds shall not only serve to guarantee the completion of the work, but also to guarantee the excellence of both workmanship and material until the work is finally accepted and the provisions of the Plans, Specifications, and Special Provisions fulfilled. In such cases, the company issuing the surety bond must comply with all stipulations herein and must be named in the U. S. Treasury listing of companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies. Any excess between the face amount of the bond and the underwriting limitation of the bonding company shall be protected by reinsurance provided by an acceptable reinsuring company. Annual Bid and Performance Bonds on file with E & P Division must have sufficient unencumbered funds to meet current bonding requirements, or the bid will be rejected, unless the balance is submitted as set forth above, prior to bid opening.
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 State Highway Commission, through 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, the ArDOT does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in the AHTD's programs and activities, as well as the ArDOT's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the ArDOT nondiscrimination policies may be directed to Joanna P. McFadden Section Head – EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501)569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov. Free language assistance for Limited English Proficient individuals is available upon request. This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.
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.

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

BY: _____
Signature

TITLE: _____

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

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 <small>(senator, representative, name of board/ commission, data entry, etc.)</small>	For How Long?		What is the person(s) name and how are they related to you? <small>(i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)</small>	
	Current	Former		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 <small>(senator, representative, name of board/ commission, data entry, etc.)</small>	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 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. _____

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 VEGETATION CONTROL PROGRAM CHEMICALS
BID SPECIFICATIONS AND INFORMATION

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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.

ITEM NO.	COMMON OR TRADE NAME	CHEMICAL DESCRIPTION
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. FOR DISTRICT ONE HEADQUARTERS LOCATION ONLY.</u>
2.	ROUNDUP CUSTOM (09012255)	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>
3.	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.</u> Note: Water and isopropyl alcohol (IPA) are not considered active ingredients.
4.	DRIFT CONTROL AGENT (09011550)	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>
5.	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>
6.	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>

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7. 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. In 16 ounce containers.
8. ROUNDUP PRO
CONCENTRATE
(09010880) Herbicide, Liquid, Glyphosate, N-(phosphonomethyl) glycine, in the form of its isopropylamine salt, 50.2% minimum active ingredient. In 2.5 gallon containers.
9. 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.) In 2.5 gallon containers. Labeled for Aquatic sites.
10. 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. In 20 ounce containers.
11. PLATEAU
(09010750) Herbicide, Liquid, Ammonium salt of imazapic (+)-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. In 1 gallon containers.
12. ESPLANADE EZ
(09011605) Herbicide, Liquid, Indaziflam 0.089%, Diquat dibromide 0.890% and Glyphosate isopropylamine salt 20.460%. In 2.5 gallon containers.
13. ESPLANADE 200 SC
(09011215) Herbicide, Liquid, Indaziflam 19.05% minimum active ingredient. In 2.5 gallon containers and quart containers.
14. 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. In 2.5 gallon and quart containers.

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Vegetation Control Chemicals Proposed as meeting specifications:

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

* See page 8 for Returnable/Refillable container system requirements.

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

(1) Company Name _____ Contact _____

Address _____ Telephone _____

_____ "Fax" _____

(2) Company Name _____ Contact _____

Address _____ Telephone _____

_____ "Fax" _____

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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, 2017 through November 30, 2018.
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 State Plant Board 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).

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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 fourteen (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, 2017 through November 30, 2018.
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.

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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, 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.

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-18-213J
VEGETATION CONTROL CHEMICALS

BID SPECIFICATION AND INFORMATION

Page 8 of 8 Pages

Returnable/Refillable Container System Requirements for 1B 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 time line 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.

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 BID FORM - VEGETATION CONTROL CHEMICALS
 ArDOT SUPPLY CONTRACT NO. H-18-213J

BIDDER _____

Item	Description	Bid Per	Price
1A	MSMA	Gallon	
1B	MSMA - in a 15 Gallon Returnable/Refillable container	Gallon	
2	ROUNDUP CUSTOM	Gallon	
3	SURFACTANT	Gallon	
4	DRIFT CONTROL AGENT	Quart	
5	KRENITE S	Gallon	
6	ESCORT XP	Ounce	
7	TELAR XP	Ounce	
8	ROUNDUP PRO CONCENTRATE	Gallon	
9	ARSENAL	Gallon	
10	OUTRIDER	Ounce	
11	PLATEAU	Gallon	
12	ESPLANADE EZ	Gallon	
*13	ESPLANADE 200 SC	A. Quart	
		B. Gallon	
*14	METHOD 240SL	A. Quart	
		B. Gallon	

* Items 13 & 14 must be priced individually but bid will be awarded ALL OR NONE by product.

ARKANSAS STATE HIGHWAY COMMISSION
 BID FORM - VEGETATION CONTROL CHEMICALS
 ArDOT SUPPLY CONTRACT NO. H-18-213J
 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. Lee Co. Area Headquarters 406 Hwy 79 E. Marianna, AR 72360	9. Woodruff Co. Area Headquarters 620 Poplar McCrary, AR 72101
2. Crittenden Co. (1) Area Headquarters 190 Hwy 55 - N. Frontage Rd. West Memphis, AR 72301	6. Monroe Co. Area Headquarters 7153 Hwy 70 Brinkley, AR 72021	
3. Crittenden Co. (2) Area Headquarters 7802 Hwy 70 West Memphis, AR 72301	7. Phillips Co. Area Headquarters 6557 Hwy 49 Poplar Grove, AR 72374	
4. Cross Co. Area Headquarters 2330 W. Union Wynne, AR 72396	8. St. Francis Co. Area Headquarters 3602 Hwy 70 West Forrest City, AR 72335	

*** ONLY LOCATION FOR ITEM 1B

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
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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. Logan Co. Area Headquarters 2650 West Walnut Street Paris, AR 72855-3011	9. Sebastian Co. (2) Area Headquarters 808 Frontier Road Barling, AR 72923
2. Crawford Co. (1) Area Headquarters 6810 Hwy 64 Van Buren, AR 72956	6. Polk Co. Area Headquarters 2684 Hwy 71 North Mena, AR 71953-8411	10. Washington Co. (1) Area Headquarters 801 W. Pridemore Lincoln, AR 72744-8875
3. Crawford Co. (2) Area Headquarters 10435 Dollard Road Mountainburg, AR 72946	7. Scott Co. Area Headquarters 1848 South Main Street Waldron, AR 72958	11. Washington Co. (2) Area Headquarters 3518 North Hwy 112 Fayetteville, AR 72704
4. Franklin Co. Area Headquarters 811 North 18th Street Ozark, AR 72949	8. Sebastian Co. (1) Area Headquarters 300 Elm Street Greenwood, AR 72936	

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 354 South Main Street 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 801 Eureka Garden Road 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
 BID FORM - VEGETATION CONTROL CHEMICALS
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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 231 Commerce Drive 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. Montgomery Co. Area Headquarters 3751 Hwy 270 West Pencil Bluff, AR 71965	9. Yell Co. Area Headquarters 12507 N. Hwy 27 Danville, AR 72833
2. Conway Co. Area Headquarters 1215 Hwy 64 West Morrilton, AR 72110	6. Perry Co. Area Headquarters 1508 Aplin Avenue Perryville, AR 72126	
3. Faulkner Co. Area Headquarters 336 Hwy 64 East Conway, AR 72032	7. Pope Co. Area Headquarters 1358 Hob Nob Road Russellville, AR 72801	
4. Johnson Co. Area Headquarters 2704 West Main Clarksville, AR 72830-8024	8. Van Buren Co. Area Headquarters 465 Hwy 95 West Clinton, AR 72031	

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
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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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