ARKANSAS STATE HIGHWAY COMMISSION ARDOT - EQUIPMENT AND PROCUREMENT DIVISION BID INVITATION

Bid Number Bid Ope	Contract No. H-20-266H ning Date: May 5, 2020 Time: 11:00 a.m.	BID OPENING LOCATION: ARDOT Equipment and Procurement Division 11302 West Baseline Road Little Rock, AR 72209	ArD Proc P.O.	L TO: OT Equipment a urement Division Box 2261 Rock, AR 7220	Procurement Division 11302 West Baseline Road
delivery	oids for furnishing the commodities and/or services described below, subje locations until the above-noted bid opening date and time, and then publi ents when appropriate, or bids will be rejected. Late bids and unsigne	cly opened at the above-noted bid			
	iance with this Bid Invitation and subject to all the Conditions thereof, the uneach item.	ndersigned offers and agrees to furn	ish any and a	all items upon whic	h prices are quoted, at the price set
Compa	ny Name:	Name (Type or Print)	:		
Addres	s:	Title:			
		Phone:		Fax:	
City:	State: Zip:	E-mail Address:			
Federal	Tax ID or Social Security No.:	Signature:			
		Signature must be legibl Unsigned bids will be re		ot photocopied) an	<mark>d in ink.</mark>
Item No.	Description		Quantity	Unit Unit	Price Amount
	All or None bids only will be considered. FOB: Statewide - as per attached locations. All bidders should complete and return the Eligible Bid Bid Conditions - Item 18), Restriction of Boycott of Ist Bid Conditions - Item 17) issued with this bid. The Department is not obligated to purchase any specific Delivery of any order shall be made within 60 days. The Bid Invitation, Bid Form and Specifications are pareffectively as if set forth in detail herein. It shall be understood that by submission of bid that bidd the Department either in whole or in part, shall considered agree that this contract in all things shall be go between conditions printed on Standard Bid Condition	rael Certification and Illegal contract and the contract and by the conditions of the conditions of this bid a contract agree overned by the Laws of the conditions of the con	es at any his refere herein sperment bout	specific time of the are incorplecified and, if I and under these farkansas. S	during the contract period. orated herein as fully and bid is found acceptable by e conditions. The parties should there be a conflict
	latter shall prevail. Bid Bond in the amount of \$500.00 required of all bide checks are not acceptable as Bid Bonds. See Condit determined by the Department, not to exceed \$5,000.00 Personal and company checks are not acceptable as Bids and Specifications are available on-line by going to Services Bids/Contracts Information". Tabulations will a questions, call this office at 501-569-2667.	ion 4 of Standard Bid Con 0, will be required of succerformance Bonds. See Cothe ARDOT Web Site – w	ditions. cessful bi Condition ww.ardot.	ill be rejected. Performance dder prior to 1 4 of Standard gov and click	Personal and company Bond in an amount to be providing goods/services. Bid Conditions. ing on "Commodities and

ArDOT			
Line	Description	UOM	Unit Price
1	POST,SIGN,SQUARE,41NX41NX20FT BREAKAWAY COMPONENT, 8 GA WITH HOLES ON ONE END.	EA	
2	POST, ANCHOR STUB, UNIBASE BREAKAWAY COMPONENT FOR 4 IN SQUARE SIGN POST, 4 1/2 IN X 36 IN X 7 GA, A500 GRADE B/C TUBE WELDED TO 1 IN THICK A572 SLIP PLATE, GALVANIZED PER ASTM A123.	EA	
3	POST, RECEIVER, 4 IN SQUARE BREAKAWAY COMPONENT FOR 4 IN SQUARE SIGN POST, RECEIVER CONSISTS OF THE FOLLOWING: (1) 13 IN OMNIDIRECTIONAL SLIP BASE RECEIVER, A500 STEEL TUBE WELDED TO 1 IN THICKA572 SLIP PLATE, GALVANIZED PER ASTM A153, (3) 5/8 IN - 11 X 5 3/4 IN A325 HEX BOLTS, (3) 5/8 IN F436 FLAT WASHERS, (3) 5/8 IN HARDENED SHOULDER WASHERS, (3) 5/8 IN STRUCTURAL FLAT WASHER, AND (3) 5/8 IN A 563 DH HEX NUTS.	EA	
4	POST,KIT ,SLIP BASE MATCH PLATE BREAKAWAY COMPONENT FOR 4 IN SQUARE SIGN POST, HARDWAR.E KIT INCLUDES THE FOLLOWING: (3) 3/4 IN X 3 1/2 IN GRADE 8, DOUBLE HEX HEADED FLANGE BOLTS, (6) 7/8 IN U.S.S. FLAT WASHERS .ANSI 8 18 .22.1, TYPE A WIDE, (3) 2 1/2 IN SQUARE X 3/16 IN THICK TEFLON COATED, HARDENED SLIP WASHERS , AND (3) 3/4 IN - 10 GRADE 8 LARGE FLANGE NUTS.	EA	
5	POST, KIT, SIGN CLAMP BREAKAWAY COMPONENT FOR 4 IN SQUARE SIGN POST, KIT INCLUDES THE FOLLOWING: (1) 2 IN X 3/16 IN 1YPE 304, #28 FINISHED STATINLESS STEEL BRACKET, (2) STAINLESS STEEL 3/8 IN - 16 X 2 IN T- HEAD BOLTS AND SERRATED FLANGE NUTS, AND (3) QUICK LOCK BOLT ADAPTER.	EA	
6	POST, RECEIVER, 4 IN SQUARE BREAKAWAY COMPONENT FOR 4 IN SQUARE SIGN POST, RECEIVER CONSISTS OF THE FOLLOWING: (1) 13 IN OMNIDIRECTIONAL SLIP BASE RECEIVER, A500 STEEL TUBE WELDED TO 1 IN THICK A572 SLIP PLATE, GALVANIZED PER ASTM A153, (3) 5/8 IN - 11 X 5 3/4 IN A325 HEX BOLTS, (3) 5/8 IN F436 FLAT WASHERS, (3) 5/8 IN HARDENED SHOULDER WASHERS, (3) 5/8 IN STRUCTURAL FLAT WASHER, AND (3) 5/8 IN A 563 DH HEX NUTS.	EA	
7	POST, CAP, 4 IN BREAKAWAY COMPONENT FOR 4 IN SQUARE SIGN POST, (1) 4 IN SQUARE POST CAP, GALVANIZED.	EA	
8	SIGN BRACE BREAKAWAY COMPONENT FOR 4 IN SQUARE SIGN POST, 12 FT PERFORATED ALUMINUM SIGN BRACE. ORDER IN 10 EA PER BUNDLE.	EA	

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).
- 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.
- 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 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 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, 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 ARDOT's programs and activities, as well as the ARDOT's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the ARDOT's nondiscrimination policies may be directed to 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@ahtd.ar.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
TITI F:

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the	e following	informatio	on may result in a delay in obtainin	g a contra	ct, lease, p	urchase agreem	ent, or grant award with any Arkansas State A	Agency.	
SUBCONTRACTOR:	SUBCONTRA	CTOR NAME:							
☐ Yes ☐ No									
BIDDER INFORMATION:	<u>!</u>		IS THIS FOR:						
TAXPAYER ID NAME:			□ Goods? □	□ Servic	es?	☐ Both?			
TAXPATER ID NAIVIE:			<u> </u>	_ Scrvic	 	<u> </u>			
YOUR LAST NAME:			FIRST NAME:				M.I.:		
ADDRESS:									
CITY:			STATE:		ZIP C	ODE:	COUNTY:		
			HE FOLLOWING INFORM	IATION	MUST			VIENT, OR GRAN	I AWARD WII
	•		ner, sister, parent, or child of you				mer: member of the General Assembly, Cor	nstitutional Officer, Sta	te Board or
Commission Member, or S	tate Empl	oyee:					\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\		
Docition Hold	Mark (✓) Name of P		Name of Position of Job Hel	me 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.)			
Position Held	Current	Former	(senator, representative, name of board/ commission, data entry, etc.				Person's Name(s)		Relation
General Assembly			bourdy commission, data entry, etc.	.,,	,				
Constitutional Officer									
State Board or Commission Member									
State Employee									
☐ None of the abo	ove app	lies	EO	D AN	ENITIT	rv /DIICIN	VECC/*		
						ry (BUSII	•		
Constitutional Officer, Stat	e Board o	r Commiss	ion Member, State Employee, or	r the spou	se, brothe	er, sister, parent	nip interest of 10% or greater in the entity: r, or child of a member of the General Asser r influence the management of the entity.		
Docition Hold	Mark	(✓)	Name of Position of Job Held	For Ho	w Long?		What is the person(s) name and what is his/her what is his/her position of	•	nd/or
Position Held —	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									
State Ellipiovee									

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 Cont	act Person	Title	Title		
Agency Use Only					
Agency Number	Agency Name	Agency Contact Person	Contact Phone No.	Contract or Grant No.	

RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 or greater 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 Israel.

By signing below, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in § 25-1-503* 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.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Name of public entity	Arkansas Department of Transportation
Description of product or service	4" Square Sign Post Assembly
Contractor name	

Contractor Signature:	Date:
Signature must be hand written, in ink	

"Public Entity" means the State of Arkansas, or a political subdivision of the state, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state, created by or in accordance with state law or regulations, and does include colleges, universities, a statewide public employee retirement system, and institutions in Arkansas as well as units of local and municipal government.

ILLEGAL IMMIGRANT CERTIFICATION

Pursuant to Arkansas Code Annotated § 19-11-105,	Contractor(s) shall	certify with	OSP th	at they do
not employ or contract with illegal immigrants.				

By signing below, the Contractor agrees and certifies that they do not employ illegal immigrants and will not employ illegal immigrants during the remaining aggregate term of the contract.

Bid Number/Contract Number	Н-20-266Н
AASIS Number	N/A
Description	4" Square Sign Post Assembly
Contractor name	

Contractor Signature:	Date:
Signature must be hand written, in ink	

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 71611	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 Road Barling, AR 72923	P.O. Box 11170 Ft. Smith, AR 72917-1170
District 5 Headquarters	1673 Batesville Pike Batesville, AR 73501	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	370 Aspen Drive 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
Maintenance Division, Sign Shop	11300 W. Baseline Rd. Little Rock, AR 72209	P.O. Box 2261 Little Rock, AR 72203

<u>Cooperative Purchasing</u>. Other tax-supported entities* in Arkansas (cities, counties, state agencies, school districts, etc.) may purchase commodities 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. 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.