

STANDARD BID CONDITIONS

H-14-241R

1. **ACCEPTANCE AND REJECTION:** The Arkansas State Highway and Transportation Department (AHTD) 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.
2. **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.
3. **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 AHTD or fails to honor their bid. 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). 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.
4. **TAXES:** The AHTD 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 AHTD as an addition thereto, and should be added to the billing to the AHTD. The AHTD 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 AHTD.
5. **"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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **SAMPLES, LITERATURE, DEMONSTRATIONS:** Samples and technical literature must be provided free of any charge within 14 days of AHTD request, and free demonstrations within 30 days, unless AHTD 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 AHTD. 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.
11. **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.
12. **BACKORDERS OR DELAY IN DELIVERY:** Backorders or failure to deliver within the time required may constitute default. Vendor must give written notice to the AHTD, as soon as possible, of the reason for any delay and the expected delivery date. The AHTD has the right to extend delivery if reasons appear valid. If reason or delivery date is not acceptable, vendor is in default.
13. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by AHTD after delivery. Default in promised delivery or failure to meet specifications authorizes the AHTD 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.
14. **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).

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

CONTRACT NO. **H-14-241R** - PERSONNEL RADIATION DOSIMETRY

BID PRICE FORM

Bid Opening: **June 25, 2013**

BIDDER: _____

ITEM	DESCRIPTION	UNIT COST
1.	Personnel Radiation Dosimetry Service - to include but not limited to the cost of badge holder, dosimeter, monthly reading and reports (one to badge holder and one with invoicing to Materials Division), and postage if applicable.	Ea. _____
2.	Annual Reports (Two {2} copies each report)	Ea. _____
3.	Other Charges	Ea. _____
	(a) Initial setup charges	Ea. _____
	(b) Addition of personnel	Ea. _____
	(c) Temporary badges	Ea. _____
	(d) Replacement of lost or destroyed badges	Ea. _____
	(e) Extra copies of records and reports	Ea. _____
	(f) Records change	Ea. _____
	(g) Remote computer access	Ea. _____
	(i) Charge per month _____ ea.	
	(ii) Charge per use _____ ea.	

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

CONTRACT NO. **H-14-241R** - PERSONNEL RADIATION DOSIMETRY

BID INFORMATION

1. The Arkansas State Highway and Transportation Department (herein after called the “Department”) will enter into a term contract with the successful bidder to furnish Personnel Radiation Dosimetry Service for the period set forth in the Bid Invitation.
2. This service is to be provided by an organization approved by the Arkansas Department of Health and accredited by the National Voluntary Laboratory Accreditation Program.
3. A total number of badges used and reported may vary each quarter, normally between 400 and 500 badges per quarter.
4. The service is to be provided for thirty-five (35) sites throughout the state on a quarterly basis. The number of sites may be increased or decreased as the Department’s needs dictates. Dosimeters will be shipped to and received from each site. Invoicing will be made to the individual sites with a copy to the Materials Division with quarterly total amount shown for each site.
5. The service shall consist of the following:
 - (a) Furnishing, quarterly, the required number of dosimeters for detection of gamma, beta and neutron exposure,
 - (b) Furnishing the required number of clip-on type badge holders,
 - (c) Each dosimeter should be identified with the site’s functional name, wearer’s name, wearer’s I.D. number, and quarter of the year.
 - (d) Providing quarterly exposures reported for each returned badge for determination of gamma, beta and neutron exposure,
 - (e) Quarterly reports of individual exposure should be sent to the Materials Division with copies sent to each site. Each report shall show current quarter, annual and lifetime exposures for each badge holder,
 - (f) The exposures reported should have an accuracy as a minimum: 1.0 mrem for gamma, 10.0 mrem for energetic beta, 20.0 mrem for fast neutron and 10.0 mrem for thermal neutron,
 - (g) Dosimeter precision within +/- 1.0 mrem,
 - (h) Dosimeters should be sealed, tamper proof, and environmentally stable,
 - (i) Dosimeters should be capable of being completely reanalyzed,
 - (j) Providing an original and two (2) copies of annual exposure reports to each individual badge wearer. These reports should be sent to the Materials Division for distribution,
 - (k) For reporting purposes 0.0 mrem shall be assigned to any lost or damaged dosimeter for the reporting quarter of the year unless otherwise noted by the Materials Division,
 - (l) Providing two control badges with each shipment, the second for late returns,

- (m) Providing remote PC computer access to files allowing: additions/deletions of wearers/badges, movement of wearers/badges from one site to another, additions to lifetime exposures, and addition/deletions of sites/sub-accounts,
 - (n) Providing one (1) account number with a sub-account for each site,
 - (o) Providing two (2) USER IDs, password protected, with access to each sub-accounts,
 - (p) Providing automatic numbering of dosimeters in each sub-account,
 - (q) Providing an alert report to the Materials Division should any wearer's exposure exceed 399 mrem in any one quarter,
 - (r) Providing a notification to the Materials Division of any changes made to the account such as deletes/movement of badge, additions to lifetime exposures, etc.,
 - (s) Providing temporary badges as needed,
 - (t) Providing ring badges for service technicians, quarterly.
6. The attached bid price form has been designed to anticipate costs and/or extra charges applied to various procedures or reports. Bidders are requested to discuss their report procedures in relation to the services required under this contract.
7. The Department reserves the right to cancel this contract, in whole or in part, upon giving to the vendor 30 days notice of its intention to terminate the contract. Upon giving of such notice, the contract shall automatically terminate as of the date given in said notice.
8. Cooperative Purchasing. 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 Highway Department 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
AND TRANSPORTATION DEPARTMENT**

NOTICE OF NONDISCRIMINATION

The Arkansas State Highway and Transportation (Department) 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 Department does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in the Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. Nelson 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.nelson@arkansashighways.com.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.