

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

Contract Number: H-21-205H

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

Bid Opening Date: June 9, 2020 Time: 11:00 a.m.

Sealed bids for furnishing the commodities and/or services described below, subject to the Standard Bid Conditions 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: _____
Address: _____
City: _____ State: _____ Zip: _____
Federal Tax ID or Social Security No.: _____

Name (Type or Print): _____
Title: _____
Phone: _____ Fax: _____
E-Mail: _____
Signature: _____
Signature must be original (not photocopied) and in ink. Unsigned bids will be rejected.

Service contract to furnish to the Arkansas State Highway and Transportation Department **Personnel Radiation Dosimetry Service** as set forth herein from Date of Award thru June 30, 2021 with an option to renew upon mutual agreement of the parties.

All bidders should complete and return the Eligible Bidder Certification (Attachment A) and Disclosure Form (see Page 2 of Standard Bid Conditions – Item 18) and Restriction of Boycott of Israel Certification issued with this bid. A current copy of the DFA Illegal Immigrant Contractor Disclosure Certification (see Page 1 of Standard Bid Conditions – Item 17) should also be submitted with bid.

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

It shall be understood that by submission of bid that bidder agrees to the conditions herein specified and, if bid is found acceptable by ARDOT 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.

Bids and Specifications are available on-line by going to the ARDOT Web Site – www.arkansashighways.com and clicking on “Bids/Contracts”. 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.

TWO SIGNED COPIES OF BID INVITATION AND BID FORM MUST BE SUBMITTED.

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.** 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@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.
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.

ARKANSAS DEPARTMENT OF TRANSPORTATION

CONTRACT NO. H-21-205H - PERSONNEL RADIATION DOSIMETRY

BID PRICE FORM

Bid Opening: June 9, 2020

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 DEPARTMENT OF TRANSPORTATION

CONTRACT NO. H-21-205H - PERSONNEL RADIATION DOSIMETRY

BID INFORMATION

1. The Arkansas Department of Transportation (herein after called ARDOT) 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 ARDOT'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. ARDOT 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). 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.

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	H-21-205H
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.

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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: Goods? Services? Both?
 TAXPAYER ID NAME: _____

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>	Relation
	Current	Former		From MM/YY	To MM/YY		
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 _____	Agency Contact Phone No. _____
			Contract or Grant No. _____

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 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: _____

ILLEGAL IMMIGRANT CERTIFICATION

Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) **shall** certify with OSP that 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	H-21-205H
AASIS Number	N/A
Description	Personnel Radiation Dosimetry
Contractor name	

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

Date: _____