

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

Contract Number:           H-19-231P          

**BID OPENING LOCATION:**  
AR DOT Equipment and  
Procurement Division  
11302 W. Baseline Road  
Little Rock, AR 72209

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

**DELIVER TO:**  
AR DOT Equipment and  
Procurement Division  
11302 W. Baseline Road  
Little Rock, AR 72209

Bid Opening Date: December 18, 2018 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 | Quantity | Unit | Unit Price | Amount |
|----------|-------------|----------|------|------------|--------|
|----------|-------------|----------|------|------------|--------|

The Arkansas Department of Transportation (hereinafter called "AR DOT") will receive sealed bids for the furnishing of **Security Services** for a period from Date of Award thru December 31, 2019 with an option to renew, as mutually agreed, annually, for six (6) additional years. Services provided must be in accordance with Specifications and Special Provisions attached to and made a part of this contract.

Security Services are required for the following locations:

**Post A** - Parking lots of the Central Office Complex located at 10324 Interstate 30 in Little Rock, AR.

**Post B** - Equipment and Procurement Division Complex, Maintenance Division Complex and Materials Division Complex all located at Baseline and Sibley Hole Roads in Little Rock, Arkansas.

All bidders should complete and return the Eligible Bidder Certification (Attachment A), Disclosure Form (see Page 2 of Standard Bid Conditions - Item 18), Restriction of Boycott of Israel Certification and Illegal Immigrant Certification (see Page 2 of Standard Bid Conditions - Item 17) issued with this bid. These forms are kept on file and remain current for one year from date of submission. Forms do not need to be submitted again, during that time, unless there is a status change.

Security Services required are to be provided by a company doing business as a provider of guard and security personnel. References are required to be submitted with bid.

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

**Bid Bond** in the amount of \$1,000.00 required of all bidders at time of bid opening or bid will be rejected. **Personal and company checks are not acceptable as Bid Bonds.** See Condition 5 on page 1 of Standard Bid Conditions.

**Performance Bond** in the amount of \$10,000.00 will be required of successful bidder prior to providing goods/services. **Personal and company checks are not acceptable as Performance Bonds.** See Condition 5 on page 1 of Standard Bid Conditions.

Bids and Specifications are available on-line by going to the AR DOT Web Site - [www.ardot.gov](http://www.ardot.gov) and clicking on "Commodities and Services Bids/Contracts Information". Tabulations will also be available at this site after award of bid/contract. If you have any questions, call this office at 501-569-2667.

**TWO ORIGINAL SIGNED COPIES OF BID INVITATION MUST BE SUBMITTED.**

ARKANSAS STATE HIGHWAY COMMISSION  
LITTLE ROCK, ARKANSAS  
ARDOT - EQUIPMENT & PROCUREMENT DIVISION

Contract No. H-19-231P

BIDDER: \_\_\_\_\_

| ITEM NO. | DESCRIPTION | AMOUNT |
|----------|-------------|--------|
|----------|-------------|--------|

1. Security Services – as specified per hour \_\_\_\_\_

Under State Law, term of a service contract may not exceed seven (7) years including the initial term and all successive renewals. The contract may be renewed annually upon mutual agreement of the parties.

Increased cost, if any, to renew after original contract period shall be as agreed to but not to exceed the per hour dollar amount set forth below:

1<sup>st</sup> year renewal \$\_\_\_\_\_/per hour – January 1, 2020, through December 31, 2020

2<sup>nd</sup> year renewal \$\_\_\_\_\_/per hour - January 1, 2021, through December 31, 2021

3<sup>rd</sup> year renewal \$\_\_\_\_\_/per hour - January 1, 2022, through December 31, 2022

4<sup>th</sup> year renewal \$\_\_\_\_\_/per hour - January 1, 2023, through December 31, 2023

5<sup>th</sup> year renewal \$\_\_\_\_\_/per hour - January 1, 2024, through December 31, 2024

6<sup>th</sup> year renewal \$\_\_\_\_\_/per hour - January 1, 2025, through December 31, 2025

**LIST REFERENCES**

| Company Name | Address | Contact Person/Phone No. |
|--------------|---------|--------------------------|
| 1.           |         |                          |
| 2.           |         |                          |
| 3.           |         |                          |

Bids and Specifications are available on-line by going to the ARDOT Web Site – [www.ardot.gov](http://www.ardot.gov) and clicking on “Commodities and Services Bids/Contracts Information”. Tabulations will also be available at this site after award of bid/contract. If you have any questions, call this office at 501-569-2667.

## 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](mailto: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.

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: \_\_\_\_\_

## 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<br><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?<br><small>(i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)</small> |          |
|-------------------------------------|------------|--------|---|---------------|-------------|--|----------|
|                                     | Current    | Former |   | From<br>MM/YY | To<br>MM/YY | Person's Name(s)   | Relation |
| General Assembly                    |            |        |   |               |             |  |          |
| Constitutional Officer              |            |        |   |               |             |  |          |
| State Board or<br>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<br><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<br>what is his/her position of control? |                           |                        |
|-------------------------------------|------------|--------|---|---------------|-------------|---|---------------------------|------------------------|
|                                     | Current    | Former |   | From<br>MM/YY | To<br>MM/YY | Person's Name(s)  | Ownership<br>Interest (%) | Position of<br>Control |
| General Assembly                    |            |        |   |               |             |   |                           |                        |
| Constitutional Officer              |            |        |   |               |             |   |                           |                        |
| State Board or<br>Commission Member |            |        |   |               |             |   |                           |                        |
| State Employee                      |            |        |   |               |             |   |                           |                        |

None of the above applies

## Contract and Grant Disclosure and Certification Form

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*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<br>Person _____ | Title _____ | Phone No. _____ |

|                        |                      |                                |                            |                                |
|------------------------|----------------------|--------------------------------|----------------------------|--------------------------------|
| Agency Use Only        |                      |                                |                            |                                |
| Agency<br>Number _____ | Agency<br>Name _____ | Agency<br>Contact Person _____ | Contact<br>Phone No. _____ | Contract or<br>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 boycott Israel and will not boycott Israel during the remaining aggregate term of the contract.

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

|                                   |                   |
|-----------------------------------|-------------------|
| Bid Number/Contract Number        | H-19-231P         |
| Description of product or service | Security Services |
| Contractor name                   |                   |

Contractor Signature: \_\_\_\_\_  
Signature must be hand written, in ink

Date: \_\_\_\_\_

# 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-19-231P         |
| AASIS Number               | N/A               |
| Description                | Security Services |
| <b>Contractor name</b>     |                   |

Contractor Signature: \_\_\_\_\_  
Signature must be hand written, in ink

Date: \_\_\_\_\_

**Arkansas State Highway Commission**  
**Contract No. H-19-231P**  
**Specifications for Security Services**

General

1. Prior to preparation and submission of bid, prospective bidders shall contact the Chief of the Arkansas Highway Police Division or his designee at (501) 569-2421, to inspect the areas and review details of the services to be provided.
2. For Guard Post A, security is to be provided in the parking lots of the Central Office Complex from 8:00 a.m. to 5:30 p.m. Monday through Friday except on ARDOT holidays or anytime ARDOT is closed.
3. For Guard Post B, security is to be provided at Equipment & Procurement Division Complex, Maintenance Division Complex and Materials Division Complex from 4:00 p.m. to 8:00 a.m. Monday through Friday, from 4:00 p.m. Friday through 8:00 a.m. Monday, and 24-hours on ARDOT holidays or anytime ARDOT is closed.
4. The Chief of the Arkansas Highway Police Division or his designee must approve guard shift changes.
5. Each guard will report for duty at his/her scheduled time. The guard will remain on-duty at his/her post until properly relieved or completion of the security period outlined in paragraph two and three. The Chief of the Arkansas Highway Police Division or his designee may leave written special instructions or directives at the guard post. These should be read and followed by the guard reporting for duty and passed on to the relieving guard when applicable.
6. In the event ARDOT is required to assign personnel to perform guard functions in the absence of the guard during a security period, ARDOT reserves the right to deduct any additional labor costs incurred from monies due the successful bidder. Such charges will be deducted from the company's bi-weekly invoice. In the event that such charges equal or exceed forty-hours (40) in any thirty-day (30) period, ARDOT may consider the contract to have been breached by the guard company.
7. Guards will not be permitted to be under the influence of alcohol, drugs or mind-altering substance while on duty at this security post. For purposes of this provision, "under the influence", shall mean any detectable trace. ARDOT has been designated a "Drug Free Workplace" and all employees of the security company will be required to comply with the applicable guidelines while at this security post.
8. Guards will not be permitted to sleep on duty.
9. Guards will not be permitted to fraternize with ARDOT employees while either is on duty. Guards are expected to be pleasant, helpful and courteous, but not negligent of their assigned duties or hinder work of ARDOT employees.
10. Guards will not be permitted to have visitors while on duty.
11. Guards are not to cause damage to any ARDOT owned equipment through misuse or abuse. This applies not only to equipment under their care but also to any ARDOT owned equipment issued for their use on the post. Such issued equipment is not to be removed from ARDOT.
12. Guards are not authorized to use ARDOT telephones for personal calls.

13. In addition to any reports normally required by the successful bidder, guards will complete a special security report, when appropriate, to provide details of any unusual occurrence they witness or are involved in during their guard shift. After hours, these are to be delivered to the AHP Guard on duty at the Central Office Complex who will deliver the report as appropriate. During working hours, these are to be delivered to the AHP Office. The format of the form will be determined and the forms supplied by the successful bidder.
14. Guards will not reveal any information concerning this security assignment, on or off duty, to anyone except their employer, co-workers on this assignment, and the Chief of the Arkansas Highway Police or his designee.
15. The Chief of the Arkansas Highway Police or his designee must authorize any change in orders.
16. These posts are normally unarmed positions. Guards shall not be armed on either of these posts without the express written permission of the Chief of the Arkansas Highway Police or his designee. In the event the use of an armed guard is permitted, the security company will furnish copies of all permits and licenses authorizing the guard to carry a firearm, documentation of the guard's success at firearms qualification, and copies of the company's firearms and use of force policies. Compensation at the armed rate submitted in this Bid will be made only if the use of an armed guard on this post is specifically requested by the Chief of the Arkansas Highway Police or his designee, and only for the time period set forth by same.
17. The successful bidder must provide documentation that the company and all guards assigned to those security posts are certified and/or licensed by the Arkansas Board of Private Investigations and Security Agency, and a certification attesting that all personnel will comply with the applicable rules, regulations, and laws covering their operations.
18. When requested, the successful bidder must provide the results of background investigations and training records of any employee assigned to these security posts.
19. This contract may be terminated by either party for any reason upon giving the other party thirty days (30) written notice of intent to terminate. The Department reserves the right of immediate termination of the contract if any provision of items 6, 11, 14, 17 or 18 is violated.
20. The successful bidder must provide documentation of Worker's Compensation Insurance covering all employees involved in this assignment.
21. The successful bidder must provide documentation of Public Liability and Property Damage Insurance in the minimum amount of one million dollars (\$1,000,000), to cover breakage and/or pilferage of ARDOT and/or ARDOT employees' property or claims by third parties.
22. ARDOT reserves the right to refuse, with reason, any of the company's employees being allowed access to these security posts.
23. ARDOT reserves the right to request immediate replacement of company employees if impropriety is discovered on duty, and to require replacement of any employee found to be failing in the performance of their duty.

24. The successful bidder will invoice ARDOT on a bi-weekly basis following the documented performance of services, noting the total hours worked per week.

**Specific to Guard Post A**

- A – 1. The primary duty of the guard assigned this post is to protect property, vehicles and employees from theft, vandalism and injury, and to enforce ARDOT's policies and/or procedures pertaining to security as provided by the Chief of the Arkansas Highway Police Division or his designee. Other logical, job-related duties may be assigned.
- A – 2. The guard station will be a roving patrol to observe the parking lots of the complex and their highway entrances. Particular patrol attention is to be paid to the west parking lot and its highway entrance. Guards are to remain at the post except performing duty-related services elsewhere. Under no circumstances are guards to sit in or on employee vehicles or use employee-owned equipment.
- A – 3. The Department owned radio is to be stored in a secure box located at the lobby security desk. Upon arrival at the post, the guard will retrieve the radio from the box and insure that the previous user has not damaged it. If the radio appears to be damaged or is not working properly, the guard is to telephone Little Rock Central Communications, ask for the Special Services Officer on duty and notify him of the problem. In addition, the guard will notify his supervisor immediately of the damage. At the conclusion of the shift the radio is to be turned off and placed in the charger inside the locked box.
- A – 4. The guard is to notify Little Rock Central Communications by radio that he/she is on/off duty at the beginning and end of their shift.
- A – 5. Following the initial radio check-in, the guard should make radio contact with Little Rock Central Communications at least once an hour. The guard should report their location at the time of the contact.
- A – 6. In the event the guard observes individuals engaged in questionable activity or performing illegal acts, Little Rock Central Communications should be contacted immediately. The guard should request a Special Services Officer be contacted immediately. If the situation appears to be of a life threatening or serious nature, the guard should request a Little Rock Police Department response.

**Specific to Guard Post B**

- B – 1. The primary duty of the guard assigned this post is to protect ARDOT's property, equipment and employees from fire, theft, vandalism and injury, to seek out and report fire and water damage, and to enforce ARDOT policies and/or procedures pertaining to security. The Chief of the Arkansas Highway Police Division or his designee will provide the guard company with current policies and/or procedures pertaining to security and after-hours access by employees. Other logical, job-related duties may be assigned.
- B – 2. General Orders for this post shall contain any safety and health-related requirements and procedures, which shall be updated as necessary.
- B – 3. The guard station is located in the lobby of the Materials Division Complex. Guards are to remain at the post except when making security rounds or when performing duty-related services elsewhere. Under no circumstances are guards to sit at employee desks or use employee owned equipment.

- B – 4. ARDOT owned radio is to be stored in a secure box located on the premises. Upon arrival at the post, the guard will retrieve the radio from the box and insure that the previous user has not damaged it. If the radio appears to be damaged or is not working properly, the guard is to telephone Little Rock Central Communications, ask for the AHP Guard on duty and notify him of the problem. In addition, the guard will notify his supervisor immediately of the damage. At the conclusion of the shift the radio is to be turned off and placed in the charger inside the locked box.
- B – 5. The guard is to notify Little Rock Central Communications by radio that he/she is on/off duty at the beginning and end of their shift.
- B – 6. Following the initial radio check-in, the guard should make radio contact with Little Rock Central Communications at least once an hour. The guard should report their location at the time of the contact.
- B – 7. Guards are to make three (3) security rounds per eight-hour (8) shift. During the security round, the guard is to carry the ARDOT provided radio with them. The guard is to respond immediately to radio calls made by Little Rock Central Communications.
- B – 8. Guards will ensure that security gates to the complex are locked at times specified by the Chief of the Arkansas Highway Police Division or his designee. Guards are to require all persons entering or leaving the complex areas before or after working hours to sign an entry/exit log provided by the Chief of the Arkansas Highway Police Division or his designee. Working hours are defined as 7:00 a.m. - 5:30 p.m., excluding weekends and holidays.
- B – 9. In the event the guard observes individuals engaged in questionable activity or performing illegal acts, Little Rock Central Communications should be contacted immediately. The guard should request a Special Services Officer be contacted immediately. If the situation appears to be of a life threatening or serious nature, the guard should request a Little Rock Police Department response.

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 ARDOT would remain “out of the loop” for such transactions: all contact, orders, invoices, payments, etc. regarding such transactions must take place exclusively between the tax-supported entity and the vendor. The ARDOT would be held harmless of any and all liability arising from such transactions.

\*Tax-supported entities are defined as those receiving more than half of total funding from appropriated tax funds.