

INVITATION TO BID
SOUTH ARKANSAS COMMUNITY COLLEGE
POST OFFICE BOX 7010
EL DORADO, ARKANSAS 71731-7010
LOCATION: 300 SOUTH WEST AVENUE (zip - 71730)
TELEPHONE: 501-864-7162

FORMAL SEALED BID

SHOW BID NUMBER AND OPENING DATE
ON ENVELOPE CONTAINING BID

BID #: **SACC-IFB0809-001** ISSUED: 12/11/2008 DATE & HOUR OF **2:00 p.m., CST**
BID OPENING: **January 6, 2009**
LOCATION: South Arkansas Community
College - 300 South West
Ave, El Dorado, AR 71730
Administration Building
3rd Floor Conference Room

CLASS:

FOR:
F.O.B.

TO THE VENDOR ADDRESSED:

Bids are invited for furnishing commodities in accordance with **TERMS AND CONDITIONS STATED ON THE ATTACHED SHEET**. Bids must be in the hands of the Agency Purchasing Official not later than the date and hour as indicated above, at which time all bids will be opened publicly and read. Successful bidders should receive copy of resultant purchase order within 10 days after the opening date shown above.

Item	Quantity	Description	Unit Price	Total
		SEE ATTACHED SCOPE OF WORK		

The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish and deliver the commodities and/or services to **SOUTH ARKANSAS COMMUNITY COLLEGE** at the prices bid herein.

Name of Firm or DBA:

Business Address Street City State Zip

Signature of Authorized Individual Title Date Executed

Contractor's License Number:

UNSIGNED BIDS WILL NOT BE CONSIDERED
RETURN BID AND ALL SIGNED ATTACHMENTS TO:

SOUTH ARKANSAS COMMUNITY COLLEGE
ATTN: ANN SOUTHALL, MGR, PURCHASING & PAYMENT SERVICES
P O BOX 7010 - Administration Building
EL DORADO, AR 71731-7010

FINAL DEADLINE TO ACCEPT BIDS:

2:00 p.m., cst

Tuesday, January 6, 2009

General Information

The following is an Invitation for Bid for vendors of downdraft tables for the welding shop at South Arkansas Community College at 3696 East Main Street, El Dorado. **The College will accept sealed proposals until 2:00 pm., CST on Tuesday, January 6, 2009. All vendors should provide complete bid packet including all items listed on the required documentation list.**

Any questions regarding the bid process should be submitted in writing via e-mail, telephone or in writing to Ann Southall, Manager, Purchasing and Payment Services. Questions will be accepted up to 72 hours before bid deadline. All questions will be addressed and responses submitted to vendor within a reasonable time and up to 48 hours prior to proposal deadline. Failure to receive messages will not extend deadline for proposals.

All bid documents should be addressed and delivered to:

Ann Southall
Manager, Purchasing and Payment Services
South Arkansas Community College
300 South West Ave (Administration Bldg)
P O Box 7010
El Dorado, AR 71731-7010
asouthall@southark.edu
870-864-7162

SOUTH ARKANSAS COMMUNITY COLLEGE
BID# SACC-IFB0809-001

SCOPE OF WORK

Vendor will provide 33 downdraft welding tables with the exact specifications listed below.

- Each table must measure from 30” to 36” in width.
- Each table must measure from 25” to 30” in depth.
- They must be powered by only 110 volt single phase power.
- Should have on/off switch
- Each table must have at least a 99% efficient cleaning capacity.
- Each table must have a self cleaning filter that will last a minimum of 2 years.
- They must be mounted on casters that will allow easy movement.
- They must be designed to pull and filter welding fumes and grinder dust out of the welding area.
- Must have a table top that will withstand welding sparks
- The filters and components must be flame retardant.
- The tables cannot have a noise level over 75dba.
- Must be self contained.
- Must have easy access to filter for changing and maintenance.
- The tables must be made out of materials no thinner than 14 gauge steel.
- Same or comparable product to Micro Air extreme air model xa23
- The tables must be received by SouthArk no later than 45 days after winning bid is accepted.

The bid must include sales tax (9.25%) and **ALL** shipping costs to deliver the tables to SouthArk.

SOUTH ARKANSAS COMMUNITY COLLEGE
BID# SACC-IFB0809-001

Required Documentation to be Submitted with Bid

The following items must be submitted in order for the bid to be accepted.

- 1) Signed bid document (1st page of this document)
- 2) Contract and Grant Disclosure and Certification Form
(attached)
- 3) Equal Opportunity Policy (attached)
- 4) Illegal Immigrant Policy (attached)

SOUTH ARKANSAS COMMUNITY COLLEGE
BID# SACC-IFB0809-001

STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special Terms and Conditions included in the competitive bid over ride these Standard Terms and Conditions.
2. **ACCEPTANCE AND REJECTION:** South Arkansas Community College reserves the right to accept or reject all or any part of the bid or any and all bids, to waive minor technicalities and to award the bid to best serve the interests of South Arkansas Community College.
3. **BID SUBMISSION:** Bids must be submitted to South Arkansas Community College's Purchasing Department with any applicable attachments either by fax, e-mail or through mail service by the due date stated in competitive bid request.
4. **PRICES:** Quote FOB destination. Pricing must include inside delivery, placement, installation and removal of any shipping materials, debris, etc caused by the successful bidder. Bid unit price on estimated quantity and unit of measure specified. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation, unless otherwise specified in the Competitive Bid. Unless otherwise specified, bid must be firm for acceptance for thirty days from bid opening.
5. **QUANTITIES:** The quantities stated, herein, are estimates and are not guaranteed. South Arkansas Community College may order more or less than the estimated quantity. Estimated quantities are based wherever possible upon previous similar purchases.
6. **DISCOUNTS:** "Discounts from list" bids are not acceptable unless requested in the Competitive Bid. Cash discounts will not be considered in determining the low bid, except in the case of tie bids. All cash discounts offered will be taken if earned.
7. **TAXES AND TRADE DISCOUNTS:** Do not include state sales tax in your bid. Trade discounts should be deducted from the unit prices and the net price shown in the bid.
8. **CONTINGENT FEES/ETHICAL STANDARDS:** It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure this contract upon an agreement or 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 bidder for the purpose of securing business.
9. **AMENDMENTS:** Bid cannot be altered after it is received in the Office of Purchasing at South Arkansas Community College. If an error has been found a new bid needs to be sent clearly stating that it is a re-bid and should be sent prior to the requested due date deadline.
10. **BRAND NAME REFERENCES:** Every attempt will be made to omit any catalog brand or manufacturer's name, however, if they are used, bids on brads of like nature and quality will be considered. South Arkansas Community College reserves the right to determine whether a substitute offer is equivalent to and meets the standards of the item specified. Bidder guarantees produce offered will meet or exceed specifications identified in this competitive bid.
11. **GUARANTY:** All items bid that be in newly-manufactured, in first class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the competitive bid. Bidder hereby guarantees everything furnished. Bidder further guarantees that if the items furnished hereunder are to be installed by the bidder and that such items will function properly when installed. Bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration.
12. **PURCHASE ORDER:** South Arkansas Community College will issue a purchase order to the lowest acceptable bidder. Items are not to be processed, shipped or delivered until a signed purchase order is received by the bidder.
13. **DELIVERY:** On the face of the Competitive Bid, South Arkansas Community College will give a requested date for delivery. This is expected to be in completion prior to that date. In the case of back order or delay in delivery, contact must give notice to the Office of Purchasing by the date the response to bid is due, if known, or within 14 days of that date. The closest estimation for delivery date should be disclosed to the Office of Purchasing as soon as it is known. Continuous back orders or failure to delivery

within the time frame required may cause vendor to be eliminated from future competitive bids. If back order dates are unacceptable, agency may purchase elsewhere.

SOUTH ARKANSAS COMMUNITY COLLEGE
BID# SACC-IFB0809-001

STANDARD TERMS AND CONDITIONS
(CONTINUED)

14. **DELIVERY:** On the face of the Competitive Bid, South Arkansas Community College will give a requested date for delivery. This is expected to be in completion prior to that date. In the case of back order or delay in delivery, contact must give notice to the Office of Purchasing by the date the response to bid is due, if known, or within 14 days of that date. The closest estimation for delivery date should be disclosed to the Office of Purchasing as soon as it is known. Continuous back orders or failure to delivery within the time frame required may cause vendor to be eliminated from future competitive bids. If back order dates are unacceptable, agency may purchase elsewhere.
15. **DEFAULT:** All commodities purchased will be subject to inspection and acceptance of South Arkansas Community College Office of Purchasing after delivery.
16. **VARIATION IN QUANTITY:** South Arkansas Community College assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
17. **INVOICING:** The vendor shall be paid upon submission of an original properly itemized invoice showing the purchase order on it. Under normal conditions, vendor can expect payment in ten (10) to fifteen (15) working days after South Arkansas Community College is in receipt of the invoice and items ordered.
18. **LACK OF FUNDS:** South Arkansas Community College may cancel this award to the extent funds are no longer legally available for expenditures under this bid. Any delivered but unpaid for goods, will be returned in normal condition to the vendor by South Arkansas Community College. If South Arkansas Community College is unable to return the commodities in normal conditions and there are no funds legally available to pay for the goods, the vendor may file a claim with the Arkansas Claims Commission. If the vendor has provided services and there are no longer funds legally available to pay for services, the contractor may file a claim.
19. **SOVERIGN IMMUNITY:** Nothing in this agreement shall be constructed to waive the sovereign immunity of the State of Arkansas of any entity thereof, including South Arkansas Community College.
20. **TECHNOLOGY CLAUSE:** The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards relating to accessibility by persons with visual impairments. (Act 1227 of 1999). Accordingly, the Vendor represents and warrants to South Arkansas Community College for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing equivalent access for effective use by both visual and non-visual means; (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assisting devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the Vendor must provide a detailed plan for making this purchase accessible and/or a validation of concept demonstration.

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.

SOCIAL SECURITY NUMBER	FEDERAL ID NUMBER	SUBCONTRACTOR:	SUBCONTRACTOR NAME:
TAXPAYER ID #: --- ---	OR ---	<input type="checkbox"/> Yes <input type="checkbox"/> No	
IS THIS FOR:			
TAXPAYER ID NAME:	<input type="checkbox"/> Goods?	<input type="checkbox"/> Services?	<input type="checkbox"/>
Both?			
YOUR LAST NAME:		FIRST NAME:	
M.I.:			
ADDRESS:			
CITY: ---	COUNTRY:	STATE:	ZIP CODE:

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 [senator, representative, name of board/ commission, data entry, etc.]	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.]	
	Current	Former		From MM/Y Y	To MM/Y Y	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or control?	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)
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.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ Title _____
Date _____

Vendor Contact
Person _____ Title _____ Ph _____
one No. _____

Agency use only

Agency Contract	Agency	Contact
Number _____	Name _____	Contact Person _____ Phone No. _____
Grant No. _____		

or

ATTENTION BIDDERS:

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding on a request for quotation, responding to a request for proposal or qualifications, or negotiating a contract with the State of Arkansas for professional or consultant services, submit their most current equal opportunity policy (EO Policy)

Although bidders are encouraged to have a viable equal opportunity policy, a written response stating the bidder does not have such an EO Policy will be considered that bidder's response and will be acceptable in complying with the requirement of Act 2157.

This is a mandatory requirement when submitting an offer as described above.

Should you have any questions regarding this requirement, please contact my office by calling 870-864-7162.

Thanks,

Ann Southall
Manager, Purchasing and Payment Services

To be completed by business or person submitting response:

_____ **EO Policy Attached**

_____ **EO Policy is not available from business or person**

(Company)

(Name)

(Address)

(Title)

(Signature)

(Date)

SOUTH ARKANSAS COMMUNITY COLLEGE

**Purchasing Department
300 South West Avenue
P O Box 7010
El Dorado, AR 71731-7010
Tel: 870-864-7162
Fax: 870-864-7122**

Act 157 of 2007 of the Arkansas Regular Legislative Session **requires** that any business or person responding to a Request for Proposal (RFP) for professional services, technical or general services or any category of construction in which the total dollar value is \$25,000 or greater **certify, prior to the award of the contract**, that they do not employ or contract with any illegal immigrants. Bidders are to certify online at:

http://www.arkansas.gov/dfa/procurement/pro_immigrant.html

This is a mandatory requirement. Failure to certify may result in rejection of your proposal, and no award will be made to a vendor who has not so certified.

If you have any questions, please call the Purchasing Department at 870-864-7162.

Thank you.

Ann Southall
Manager, Purchasing and Payment Services

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING RESPONSE:

Please check the appropriate statement below:

_____ We have certified on-line that we do not employ or contract with any illegal immigrants.
Date on-line certification completed: _____

_____ We did NOT certify on-line at this time, and we understand that
no contract can awarded to our firm until we have done so.
Reason for non-certification: _____

Name of Company: _____

Mailing Address: _____

City, State & Zip: _____

Signature: _____

Name & Title: _____
(printed or typed)

Date: _____