

INVITATION TO BID (IFB)
SOUTH ARKANSAS COLLEGE
334 WEST HILLSBORO ST
POST OFFICE BOX 7010
EL DORADO, ARKANSAS 71731-7010
LOCATION: 334 WEST HILLSBORO (Zip - 71730)
TELEPHONE: 870-864-7162

FORMAL SEALED BID

SHOW BID NUMBER AND OPENING DATE ON ENVELOPE CONTAINING BID

BID #: SAC-IFB-2324001R ISSUED: April 5, 2024
BID OPENING: Thursday April 25, 2024 2:00 pm c.s.t.

LOCATION: South Arkansas College
Facilities Management Conference Room
334 West Hillsboro St., El Dorado, AR 71730

FOR: F.O.B.
TO THE VENDOR ADDRESSED:

Bids are invited for furnishing commodities and services in accordance with **TERMS AND CONDITIONS AS STATED ON THE ATTACHED SHEET**. Bids must be in the hands of the Agency Procurement Official no 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, unless otherwise negotiated.

Item	Quantity	Description	Unit Price	Total
		SEE ATTACHED DESCRIPTION OF TOOLS AND SUPPLIES (USE ADDITIONAL PAGES, IF NECESSARY)		
		INCLUDE INDIVIDUALLY: SHIPPING/HANDLING WARRANTIES OTHER		

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 COLLEGE** at the prices bid herein.

Name of Firm or DBA: _____

Business Address Street City State Zip

Signature of Authorized Individual Title Date Executed

Telephone number Fax number email address

SOUTH ARKANSAS COLLEGE

BID# SAC-IFB-2324001R

Page 2

UNSIGNED BIDS WILL NOT BE CONSIDERED

RETURN BID AND ALL SIGNED ATTACHMENTS TO:

SOUTH ARKANSAS COLLEGE

ATTN: ALLISON DOLDEN, PROCUREMENT MANAGER

334 WEST HILLSBORO STREET / P O BOX 7010

EL DORADO, AR 71731-7010

FINAL DEADLINE TO ACCEPT BIDS:

2:00 pm, cst

Thursday, April 25, 2024

Owner Contact Information:

Allison Dolden, Procurement Manager

870-864-7162 (o) aedolden@southark.edu

General Information

The following is an Invitation for Bid for tools for the Medium/Heavy Truck program Lab for use in our Transportation Technology Center Building at South Arkansas College. A specific listing of hand, shop, and specialty tools and other items needed is included with this bid document.

The College will accept sealed proposals until 2:00 pm., CST on Thursday, April 25, 2024. All vendors should provide a complete bid packet including all items listed on the required documentation list (included in this IFB). Bids should be delivered in a clearly identified sealed opaque envelope. Vendors are invited to attend bid opening. Responses must be submitted on the bid form included in the exact format given in order to be accepted.

Bids should be sealed and delivered (no faxes or e-mails will be accepted) by the deadline to the Procurement Official at the below address.

Bids must be signed in ink by an official authorized to bind the bidder to the proposal. If the vendor submits standard terms and conditions with the bid, and if any section of those terms is in conflict with the laws of the State of Arkansas, the State laws shall govern. Bidder's standard terms and conditions may need to be altered to adequately reflect and include all of the conditions in the Invitation for Bid, the bidder's proposal and the Arkansas State Law.

SOUTH ARKANSAS COLLEGE

BID# SAC-IFB-2324001R

Page 3

The successful bidder shall at all times observe and comply with all federal and state laws, local laws, ordinances, orders, decrees and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completed work. The successful bidder and surety shall indemnify and save harmless South Arkansas College and all its officers, representatives, agents and employees against claim or liability arising from or based upon violation of any such law, ordinance, regulation, order or decree, whether by himself, his employees or his subcontractors

This IFB does not commit South Arkansas College or the State of Arkansas to award a contract, to pay any costs incurred in the preparation of a bid in response to this request, or to procure or contract for services or supplies. The owner reserves the right to reject any or all bids and waive any irregularities not bound by the Arkansas Statutes. Proposals, which fail to comply fully with any provisions of the specifications, and bid documents will be considered invalid and may not receive consideration. The College reserves the right reject any and all bids contingent upon available funds.

Any questions regarding the bid process should be submitted in writing via e-mail or mail only to Allison Dolden, Procurement Manager. Any discussion about this bid document or its intent with any other SouthArk employee, not approved thru the Office of Procurement, will automatically disqualify the vendor response. Questions will be accepted up to 48 hours before bid deadline. All questions will be addressed and responses will be disclosed to all vendors who have been submitted bid documents. Failure to receive messages will not extend deadline for proposals.

Any shipping/handling expense should be included in bid response. South Arkansas College is a fully taxable entity; however, it is not necessary that sales tax be added to bid response. If it is added, it should be noted as a separate line and calculated at 9.75% (Arkansas 6.5%, Union County 2% and El Dorado City 1.25%).

ALL PRODUCTS AND ANY COMPONENTS SHOULD BE DELIVERED AND FULLY RECEIVED BY THE COLLEGE ON OR BEFORE JUNE 30, 2024.

SOUTH ARKANSAS COLLEGE**BID# SAC-IFB-2324001R****Page 4**

Listed tools are on the accreditation tool lists recommended by the Automotive Service Excellence (ASE) Education Foundation for Medium-Heavy duty truck programs. More information can be found at <https://www.aseeducationfoundation.org/resources>, under Program Standards. Our intent is to award each item as presented; however, this is a grant funded project and the exact number of tools may be adjusted based on available funds. Please review standard terms and conditions #5.

Warranty: Warranty specifications shall be included with bid.

Tools: Price List**Shop Tools**

Description	Quantity	Price	Shipping
Rubber Tip Blow Gun	2		
6" Bench Grinder	1		
25' Tape Measure	4		
2-ton Mobile Lifting Crane	1		
1 Ton Lifting Sling	1		
10 Ton Service Jack (under axle)	1		
Parts Washer Unit 120v (Stand Alone Vat Type)	1		
5 Gal. Parts Washer Fluid	1		
Adjustable Wrench - 12"	2		
Adjustable Wrench - 15"	2		
Adjustable Wrench - 18"	2		
Heavy Duty Axle Shaft Removal Tool (Slide hammer style)	1		
Heavy Duty Bushing Driver Set	1		
C-Clamp Set - Assorted sizes Heavy Duty 3"-12"	1		
Chisel Holder	1		
Clutch Adjusting Tool	1		
Combination Wrench Sets:			
Standard 1 1/16" – 1 1/2"	1		
Metric 21 mm – 32 mm	4		
Standard Offset 3/8" – 3/4"	1		
Metric Offset 7 mm – 15 mm	1		
Creepers	2		
Dial Indicator Set – Magnetic Base	2		
Digital Caliper - Standard 6"	2		
Digital Caliper - Metric 6"	2		
Drills:			
1/2" variable speed, reversible 120v	1		
Drill Bit Set: 1/16" - 1/2"	1		
Extractor Set (Broken Bolt)	1		
Standard Feeler Gauge Set - (Blade Type) - 0.005" - 0.050"	2		

Metric Feeler Gauge Set - (Blade Type) - 0.005 mm – 0.070 mm	2		
Filter Wrench - Strap/Belt Type	1		
Filter Wrench Set - Small, Medium, and Large	1		
Gear Oil Dispenser (Manual)	1		
Grease Gun (Electric)	2		
Hammers:			
48 oz. Ball Peen	2		
24 oz. Brass	2		
12 lb. Sledge	1		
Heat Tool/Gun 120v	1		
Impact Driver Set (Manual/Hand)	1		
Impact Wrenches:			
1/2" Drive Air Impact Gun	1		
1/2" Drive Air Standard Impact Socket Set (10 mm - 24 mm)	1		
3/4" Drive Air Impact Gun	1		
3/4" Drive Impact Socket Set - (9/16" - 2")	1		
1" Drive Air Impact Gun	1		
Impact Universal Joint – 1/2"	1		
Impact Universal Joint – 3/4"	1		
Impact Universal Joint – 1"	1		
Micrometers:			
Outside Set - Standard (0" - 6")	2		
Outside Set - Metric (0 mm - 150 mm)	2		
Inside Set - Standard (0" - 6")	2		
Depth Set - Standard (0" - 6")	1		
Pipe Wrench - 18"	1		
Pipe Wrench - 24"	1		
Puller Sets:			
Two-Jaw puller up to 6"	1		
Three-Jaw puller up to 6"	1		
Set of 2 - Safety (Jack) Stands – 6 Ton	2		
Seal Puller	1		
Socket Sets:			
3/4" Drive Set	1		
Axle Nut Sockets (1 set) Semi Truck 2 1/4" - 4" (every socket in between)	1		
3/8" Drive Crow Foot Standard Socket Set - (3/8" - 1")	1		
3/8" Drive Crow Foot Metric Socket Set - (10 mm - 19 mm)	1		
1/2" Drive Crow Foot Standard Socket Set - (1/2" - 2")	1		
1/2" Drive Crow Foot Metric Socket Set - (17 mm - 32 mm)	1		
Hex Key Drivers (Standard 3/16" – 3/4")	1		
Hex Key Drivers (Metric 4 mm – 19 mm)	1		
Torx ® Drive T15 – T55	1		
Torx ® Drive E4 – E18	1		
Heavy Duty Lug Socket Set 1"Drive - 32mm, 33mm, 36mm	1		
Soldering Tool/Gun 120v (150w - 400w)	4		

Tap and Die Set Standard	1		
Tap and Die Set Metric	1		
Thread Chaser File Set - Standard	1		
Thread Chaser File Set - Metric	1		
Torque Angle Gauge	2		
Torque Multiplier with Adapters	2		
Torque Wrenches:			
¼" Drive (0 – 150 lb. in.)	1		
3/8" Drive (0 – 100 lb. ft.)	2		
½" Drive (0 – 250 lb. ft.)	2		
¾" Drive (up to 600 lb. ft.)	1		
Tube Double Flaring Kit (w/cutter)	1		
Heavy Duty Bearing, Race and Seal Driver Set 3" - 6"	1		
Oxyacetylene Welding Kit Assembly with cart and safety chain	1		
Wheel Chocks (Set of 2)	3		
Inside Snap Ring Plier Set	1		
Outside Snap Ring Plier Set	1		
Cooling System Pressure Tester	1		
Hand Tools			
Description	Quantity	Price	Shipping
Cold Chisels:			
Cold 5/8", 3/4"	4		
Combination Wrenches:			
Standard (3/8" - 1 1/4")	4		
Metric (6mm to 24mm)	4		
Flare Nut Wrench Set:			
3/8" - 3/4"	4		
7mm - 19mm	4		
Hammers:			
16 oz. Ball Peen	2		
24 oz. Ball Peen	2		
Dead Blow Plastic Mallet	2		
Hex Key Wrench Sets:			
Standard (.050" - 1/2")	2		
Metric (2mm - 12mm)	2		
Pliers:			
Adjustable (Tongue & Groove)	4		
Electrical - Crimper/Stripper	4		
Locking	4		
Needle Nose	4		
Side Cutters	4		
Slip Joint	4		
Pry Bar Set - 12", 18", 24", 36" (Striking pry bars or the equivalent)	4		
Punches:			
Aligning 6" minimum	4		
Brass Tapered Large 12" minimum	4		

Center 6" minimum	4		
Pin (3/16" - 3/8")	4		
Starter (3/16" - 3/8")	4		
Taper 6" minimum	4		
Scraper - 1" Blade	4		
Screwdriver - Blade Type:			
1", 6", 9", and 12"	4		
Offset	1		
Screwdriver - Phillips:			
1" #2	4		
6" #1, #2	4		
12" #3	4		
Socket Set - 1/4" Drive:			
3/16" - 1/2" Standard Depth	4		
4mm - 13mm Standard Depth	4		
3/16" - 1/2" Deep	4		
4mm - 13mm Deep	4		
1/4" Drive 3" Extension	4		
1/4" Drive 6" Extension	4		
1/4" Drive 12" Extension	4		
1/4" Drive Ratchet Handle	4		
1/4" Drive Universal Joint	4		
Socket Set - 3/8" Drive 6-point			
3/8" - 3/4" Standard Depth	4		
10mm - 19mm Standard Depth	4		
3/8" - 3/4" Deep	4		
10mm - 19mm Deep	4		
3/8 Drive Breaker Bar	4		
3/8 Drive 3" Extension	4		
3/8 Drive 6" Extension	4		
3/8 Drive 12" Extension	4		
3/8 Drive Ratchet Handle	4		
Socket Set - 1/2" Drive Non-Impact			
1/2" - 1 1/8" Standard Depth	4		
1/2" - 1 1/8" Deep	4		
13mm - 24 mm Standard Depth	4		
13mm - 24 mm Deep	4		
1/2" Drive Breaker Bar - 18"	4		
1/2" Drive Extension - 3"	4		
1/2" Drive Extension - 6"	4		
1/2" Drive Extension - 12"	4		
1/2" Drive Standard Ratchet Handle	4		
Air chuck (Truck) 14" minimum	2		
Tire Pressure Gauge (Truck) 12" minimum	2		
Tool Box - Roller Cart Type - (40"w 20"d 46"h) - (minimum 6 drawers)	4		

Specialty Tools

Description	Quantity	Price	Shipping
DIESEL ENGINES			
Piston Ring Compressor - Truck	2		
Piston Ring Installer - Truck	2		
Cooling System Vacuum Fill Tool	1		
Universal Fan Clutch Service Kit	1		
Fuel System/Air Induction System Dust Cover Cap Set	1		
Universal Injector Removal Tool kit	1		
6" Vise	2		
Soft Jaw Vise Adapters	2		
Vibration Damper Puller	1		
Universal Fan Clutch Service Kit	1		
DRIVE TRAIN			
3/4" Drive Pinion Nut Socket - 1 7/8"	1		
Aligning Studs - 3/8", 1/2", & 5/8"	1		
Blind Hole/Pilot Bearing Puller	1		
Clutch Disc Aligning Tool Set	1		
Low Lift Transmission Jack (1 Ton Hydraulic)	1		
High Lift Transmission Jack (1 ton hydraulic)	1		
Transmission Jack Attachment Set	1		
Heavy Duty U-Joint Puller	1		
Yoke Puller	1		
BRAKES			
Shop Air Brake Bleeder/Evac.	1		
Cold Brake Washer	1		
Brake Fluid Tester for DOT 3	1		
Brake Fluid Tester for DOT 4	1		
HD Truck Brake Spring Compressor	1		
Slack Adjuster Service Kit	1		
Air Pressure Gauge Set	1		
Bearing Packer (Manual)	1		
Brake Lining Thickness Gauge	1		
Brake Rotor (Disc) Micrometer Digital	1		
Brake Spring Tool	1		
Disc Caliper Tool (Compressing Caliper Pistons)	1		
Drum Brake Gauge	1		
Slack Adjuster Installation Index Tool	1		
Trailer Electrical Cord Tester	1		
SUSPENSION AND STEERING			
Air Hammer with Chisel Set	1		
Pneumatic Ball Joint Wedge	1		
Fifth Wheel Test Pin	1		

Pitman Arm Puller	1		
Power Steering Analyzer Tool	1		
Tire Square	1		
ELECTRICAL/ELECTRONIC SYSTEMS			
Medium/Heavy Truck Scan Tool	1		
600A Multimeter Clamp	1		
6/12/24v (Wheel) Battery Charger	1		
Battery Terminal Adapter Set	2		
Die Type Terminal Crimper Set	1		
12v Auxiliary Power Supply (Jump Box) 3000 amp	3		
Low Amperage Automatic Charger or equivalent device to maintain shop batteries	1		
Starting, Charging, and Battery System Tester – capacitive type	1		
Wire Terminal Repair Kit	1		
Universal Test Lead Kit	1		
Set Jumper Cables (25')	1		
HEATING, VENTILATION, AND AIR CONDITIONING			
A/C Leak Detection Tool UV Dye	1		
A/C Manifold Gauge Set meeting EPA Regulations and SAE “J” Standards R-134a	2		
A/C Recovery/Recharging and/or Recycling Station meeting EPA Regulations and SAE “J” Standards R134a	1		
Orifice Tube Remover	1		
Belt Tension Gauge	1		
Refractometer Kit	1		
Infrared Thermometer	1		
Spring Lock Coupler Removers	1		

Bid Response Signature/Price list

Submitted By Vendor_____

Date_____

Totals	Price	Shipping
	_____	_____
Total Cost to SouthArk	_____	

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) including signatures and other information listed within bid document.**
- 2) Bid Response Signature and Pricing Sheets Pg.4- 9**
- 3) Contract and Grant Disclosure and Certification Form Pg. 19-20**
- 4) Equal Opportunity Policy Pg. 15**
- 5) Illegal Immigrant Policy Pg.18**
- 6) Restriction of Boycott of Israel Certification Pg.17**

All bid documents should be addressed and delivered to:

Allison Dolden
Procurement Manager
South Arkansas College
334 West Hillsboro St.
P O Box 7010
El Dorado, AR 71731-7010

SOUTH ARKANSAS COLLEGE

BID# SAC-IFB-2324001R

Page 12

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 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 College.
3. **BID SUBMISSION:** Bids must be submitted to South Arkansas College's Procurement 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 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:** South Arkansas College must pay State Sales Tax. Itemize State Sales Tax when applicable on your invoices. 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 Procurement at South Arkansas 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 brands of like nature and quality will be considered. South Arkansas 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 are to be newly manufactured, in first class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. Contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, that such items will function properly when installed. Contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. Contractor's obligations under this paragraph shall survive for a period of one (1) year from date of delivery, unless otherwise specified in the Invitation for Bid.
12. **PURCHASE ORDER:** South Arkansas 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. **BACKORDERS OR DELAY IN DELIVERY:** On the face of the Competitive Bid and/or Purchase Order, South Arkansas 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 Procurement by the date the response to bid is due, if known, or within 14 days of that date.

SOUTH ARKANSAS COLLEGE

BID# SAC-IFB-2324001R

Page 13

TERMS AND CONDITIONS (CONTINUED)

The closest estimation for delivery date should be disclosed to the Office of Procurement 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 reason is not acceptable, contractor is in default. SouthArk Procurement Official has the right to extend delivery if reasons appear valid or if date is not acceptable SouthArk.

14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the SouthArk Procurement Official. Delivery shall be made during work hour only 8:00 am to 4:00 pm Monday thru Thursday and 8:00 am to 11:00 am on Fridays. Packing memorandum shall be enclosed with each shipment.
15. **DEFAULT:** All commodities purchased will be subject to inspection and acceptance of South Arkansas College Office of Procurement after delivery
16. **VARIATION IN QUANTITY:** South Arkansas College assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
17. **INVOICING:** Contractor shall submit an original copy of an itemized invoice showing bid number and purchase order number. Invoices must be sent to the South Arkansas College Procurement Office. Under normal conditions, vendor can expect payment in ten (10) to fifteen (15) working days after South Arkansas College is in receipt of the invoice and items ordered.
18. **SOUTH ARKANSAS COLLEGE PROPERTY:** Any specifications, drawings, technical information, dies cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of SouthArk and shall be kept confidential, be used only as expressly authorized, and returned at the contractor's expense to SouthArk Procurement Office, properly identifying what is being returned.
19. **ASSIGNMENT:** This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.
20. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and SouthArk have the right to pursue any other remedy permitted by law or in equity.
21. **LACK OF FUNDS:** South Arkansas 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 College. If South Arkansas 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.
22. **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 College.
23. **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM:** The failure of any individual or entity to disclose as required under any term of executive order 98 04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party, failing to disclose or in violation, to all legal remedies available to the Agency under the provisions of the existing law.
24. **TECHNOLOGY ACCESS:** When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

TERMS AND CONDITIONS (CONTINUED)

ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) that the technology provided to the State 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:

- Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non - visual use;
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- Integrating into networks used to share communications among employees, program participants, and the public; and
- Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product. For purposes of this section, 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 assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

25. **EQUAL OPPORTUNITY:** “This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination on the basis of race, color, religion, sex, or national origin, against qualified protected veterans on the basis of veteran status, and against qualified individuals on the basis of disability; and require affirmative action by covered prime contractors and subcontractors to ensure equality of opportunity in all aspects of employment, and to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.”

EQUAL OPPORTUNITY POLICY REQUIREMENT

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, 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,

Allison Dolden

Allison Dolden
Procurement Manager

To be completed by business or person submitting response: (check appropriate box)

_____ **EO Policy Attached**

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

Company Name or Individual: _____

Title: _____ **Date** _____

Signature: _____

Minority Business Policy: Minority participation is encouraged for this and all procurements by state agencies. "Minority" is defined by Arkansas Code Annotated § 1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander". The Arkansas Economic Development Commission conducts a certification process for minority businesses. Bidders unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion".

Check minority type: ☐ African American ☐ Hispanic American ☐ American Indian ☐ Asian

☐ Native American ☐ Pacific Islander ☐ Disabled Veteran ☐ Woman Owned

Arkansas Economic Development Commission certification (if available) #: _____

South Arkansas College

MINORITY BUSINESS POLICY: It is the policy of the State of Arkansas and this College that Minority Business enterprises shall have the maximum opportunity to participate in the State Procurement process. Therefore, the College encourages all minority business to compete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to contract subcontract portions of any state contract to Minority Business Enterprises. If contractors are unable to include minority owned businesses as subcontractors, they may explain the circumstances preventing minority inclusion.

MINORITY PURCHASING REPORTING: The Minority Business Economic Development Act (A.C.A. 15-4-311 thru 15-4-319) at 15-4-315(5) defines a “Minority” as a “black citizen or black lawful permanent resident of the State of Arkansas, black African American, Hispanic American, American Indian, Asian, Pacific Islander as well as Disabled Veterans and Women owned enterprises”. For purchasing records and informational purposes only, pursuant to 15-4-318 (State Agency Reports) please designate below if you, as an individual, or as a company 51% minority owned, qualify as being a minority business.

Yes_____ **No**_____

RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in § 25-1-503* If at any time after signing this certification the contractor decides to engage in a boycott of Israel, the contractor must notify the contracting public entity in writing.

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

“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.

Name of public entity	South Arkansas College
AASIS Vendor Number	
Contractor/Vendor name	

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

SOUTH ARKANSAS COLLEGE

BID# SAC-IFB-2324001R

Page 18

**South Arkansas College
300 South West Ave P O Box 7010
El Dorado, AR 71730
Tel: 870-864-7162
Fax: 870-875-7257**

Act 157 of 2007 of the Arkansas Regular Legislative Session **requires** that any contractor, business or individual, having a public contract with a state agency for professional services, technical and general services, or any category of construction, in which the with the total dollar value of the contract is \$25,000 or greater must **certify**, prior to the award of the contract, that they do not employ or contract with any illegal immigrants.

For purposes of this requirement, "*Illegal immigrants*" means any person not a citizen of the United States who has:

- (A) Entered the United States in violation of the Federal Immigration and Naturalization Act or regulations issued the act;
- (B) Legally entered but without the right to be employed in the United States; or
- (C) Legally entered subject to a time limit but has remained illegally after expiration of the time limit.

This is a mandatory requirement. Failure to certify will result in our inability to issue a Purchase Order or Contract to you or your company. This is for initial contracting as well as any subsequent amendments.

Bidders shall certify online at <https://www.transform.ar.gov/procurement/forms-and-reporting/>

Click on: "Procurement" on left-side information bar

Click on: Illegal Immigrant Reporting

Click on: "Vendor" Illegal Immigrant Contracting Disclosure Reporting Screen

Click on: "Vendor Submit Disclosure Form" to complete all fields required for the certification – then indicate below and sign this form to submit with your bid. ***NOTE*** Bid Number field is applicable if known.

REQUIRED: Print Screenshot and include with your proposal and/or contract.

If you have any questions, please call the SouthArk Procurement Office at 870-864-7162.

Thank you.

Allison Dolden

Allison Dolden

Agency Procurement Official

Procurement Manager

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING BID RESPONSE OR CONTRACT:

Please check the appropriate statement below:

_____ We certified that we are not an illegal immigrant or do not employ or contract with any illegal immigrants.

Date of certification: _____

_____ We cannot so certify at this time, and we understand that a contract cannot be awarded until we have done so.

Reason for non-certification: _____

Name of Company: _____

Signature: _____

Name & Title: _____

(Printed or typed)

Date: _____

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** ☐ Yes ☐ No

TAXPAYER ID NAME: **IS THIS FOR:** ☐ Goods? ☐ Services? ☐ Both?

YOUR LAST NAME: **FIRST NAME:** **M.I.:**

ADDRESS:

CITY: **STATE:** **ZIP CODE:** **COUNTRY:**

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:

F O R I N D I V I D U A L S *

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

F O R A N E N T I T Y (B U S I N E S S) *

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 procurement 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 what is his/her position of control?		
	Current	Former		From MM/Y Y	To MM/Y Y	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
<u>CONSTITUTIONAL OFFICER</u>								
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**_____ **Phone No.**_____

Agency use only

Agency	Agency	Agency	Contact	Contact
Number	Name	Contact Person	Phone No.	or Grant No.