



## INVITATION FOR BID

BID Number: IFB 2023-02	Purchasing Agent: Rhonda Stone Telephone: <b>870-248-4031</b>
Commodity/Service: <b>Welding Equipment for secondary center expansion in Piggott</b>	Bid Opening Date: <b>January 6, 2023</b>
Date Issued: <b>December 19, 2022</b>	Bid Opening Time: <b>2:00 PM</b> <b>Central Time</b>

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO BLACK RIVER TECHNICAL COLLEGE.

**Vendors are responsible for delivery of their bid documents to Black River Technical College prior to the scheduled time for opening of the particular IFB. When deemed appropriate, vendors should consult with special hand delivery providers to ensure the bid documents will be delivered to Black River Technical College Special Hand Delivery Address specified and will do so prior to the scheduled time for BID opening. Special hand delivery providers (USPS, UPS, FedEx, etc.) may deliver on a schedule determined by each individual provider. And, if you send your proposal response by U.S. mail, it is recommended that you allow extra days in advance of the scheduled opening date.**

<b>BID MAILING ADDRESS</b>	<b>BID DELIVERY ADDRESS</b>	<b>BID OPENING LOCATION</b>
Black River Technical College P O Box 468 Pocahontas, AR 72455	Black River Technical College 1410 Hwy 304 E Pocahontas, AR 72455	Black River Technical College 1410 Hwy 304 E Pocahontas, AR 72455

The College reserves the right to waive any formalities in to or reject any and all bids or to modify, change or otherwise alter the bid requirements, process or acceptance of bids as they deem necessary. Preparations by the contractor shall in no way obligate the owner with the contractor and/or bidder or any or all other parties with possible interest in work or relationship to the bidder, contractor or owner.

## **Secondary Center Expansion in Piggott (DOE grant) Commodity Specifications**

### Required Commodity Components

- 15 – XMT 350 CC/CV, 20 Series MIGRunner Package
- 15 – Miller Classic Series, Metal Matrix Welding Helmets
- 5 – Tillman TKIT Premium Protection Kit Medium
- 5 – Tillman TKIT Premium Protection Kit Large
- 5 – Tillman TKIT Premium Protection Kit XLarge
- 15 – Torch Package 150A 12-1/2
- 15 – 70M DINSE Connector
- 15 – AF-25 250amp Electrode Holder
- 200 – Feet of #2 Cable

### RESPONSE DOCUMENTS

#### Bid Response Packet

1. The following are bid submission requirements and must be submitted as a hard copy in the original Bid Response Packet.
  - a Original signed Bid Signature Page. (See Bid Response Packet.) The signature must be that of a person authorized to contractually bind the Prospective Contractor.
  - b Completed Bid Response Packet, which must be in the English language.
  - c One (1) original copy of the Official Solicitation Price Sheet. (See Bid Response Packet) Pricing must be proposed in U.S. dollars and cents.
2. The following items should be submitted in the original Bid Response Packet. Forms are available at <https://www.transform.ar.gov/procurement/vendors/forms-and-reporting/>
  - a EO 98-04 Contract & Grant Disclosure Form.
  - b Equal Opportunity Policy Form.
  - c Illegal Immigrant Certification Form.
  - d Restriction of Boycott of Israel Form.
  - e Voluntary Product Accessibility Template (VPAT), if applicable.
3. DO NOT include any other documents or ancillary information, such as a cover letter or promotional/marketing information

# BID FORM

Company Name:			
Address:	City:	State:	Zip Code:
Telephone Number:	Fax Number:		
E-Mail Address:			
Authorized Name:		Title:	
Authorized Signature:			
<b>USE INK ONLY. UNSIGNED PROPOSALS WILL NOT BE CONSIDERED</b>			
<b>Bid Amount: \$</b> _____			
<b>Bid Amount Non-Numeric</b> _____			
(check one)			
Business Designation:	Individual [ <input type="checkbox"/> ]	Sole Proprietorship [ <input type="checkbox"/> ]	Public Service Corp [ <input type="checkbox"/> ]
Partnership [ <input type="checkbox"/> ]	Corporation [ <input type="checkbox"/> ]	Government/Nonprofit [ <input type="checkbox"/> ]	

**Black River Technical College will not be obligated for any additional services or costs not specifically addressed in the Invitation for Bid. All bidders must verify current conditions and needs before submitting a bid. It is the sole responsibility of the bidder to verify all current conditions of the present equipment as well as any sub-contractor requirements before bidding.**

## STANDARD TERMS AND CONDITIONS

- 1. GENERAL:** Any special terms and conditions included in the invitation for bid or request for proposal 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 Black River Technical College.
- 2. ACCEPTANCE AND REJECTION:** Black River Technical College reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of Black River Technical College.
- 3. BID SUBMISSION:** Bids must be submitted to Black River Technical College on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.

4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation or proposal. Unless otherwise specified, the bid must be firm for acceptance for ninety (90) days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation or proposal.
5. **QUANTITIES:** Quantities stated in **term contracts** are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. Black River Technical College may order more or less than the estimated quantity on term contracts. Quantities stated on **firm contracts** are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation or proposal is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. Black River Technical College reserves the right to determine whether a substitute offer is equivalent to and meets the standards of the item specified, and Black River Technical College may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation or proposal. If the bidder takes no exception to specifications or reference data in this bid, he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation or proposal.
7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation or proposal. The bidder hereby 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 it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

Services provided by bidder shall be provided in accordance with the standards stated in the agreement between the College and bidder and shall be of a quality at least equal or greater than the customary standards of quality applicable to bidder's trade or business.

8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to Black River Technical College. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination, they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested, fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include sales or use tax for commodity item bids. Trade discounts should be deducted from the unit price, with the net price shown on the bid. Project bids should include any and all applicable taxes within the Total Project Bid Amount.
12. **AWARD: Term Contract:** A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. **Firm Contract:** A written state purchase order authorizing shipment will be furnished to the successful bidder. **Project Award:** A project award shall be in the form of AIA Document A101, Standard Form of Agreement between Owner and Contractor and will be governed by AIA Document A201, 2007, General Conditions of the Contract for Construction.

- 13. REQUEST FOR BID TO PURCHASE:** When the College is taking bids from external parties to purchase some item from the College, the sale award will be issued to the party with the highest, qualifying bid amount.
- 14. AWARD OF PURCHASE BID:** For a sale award, the College will notify the successful bidder via email. The awarded party will have three (3) days to remit with a Cashier's Check, payable to **Black River Technical College**, the full qualifying bid amount. Failure to remit in a timely manner may, at the sole discretion of the College, void that bid and the College may issue an award to the second highest qualifying bidder.
- 15. LENGTH OF CONTRACT:** The invitation for bid or request for proposal will show the period of time the term contract will be in effect.
- 16. DELIVERY ON FIRM CONTRACTS:** The invitation for bid or request for proposal will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet Black River Technical College delivery, alternate delivery schedules may become a factor in an award. Black River Technical College has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
- 17. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of Black River Technical College. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
- 18. STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
- 19. DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize Black River Technical College to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to Black River Technical College and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
- 20. VARIATION IN QUANTITY:** Black River Technical College assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 21. INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid or request for proposal, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.
- 22. PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold Black River Technical College harmless from all claims, damages and costs including attorney's fees, arising from infringement of patents, trademarks or copyrights, or other intellectual property rights.
- 23. ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid or request for proposal is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 24. OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and Black River Technical College have the right to pursue any other remedy permitted by law or in equity.
- 25. LACK OF FUNDS:** Black River Technical College may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by Black River Technical College. If Black River Technical College is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
- 26. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will

receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

- 27. CONTINGENT FEE:** The bidder guarantees that he has not retained 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.
- 28. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this invitation for bid or request for proposal, the bidder named on the front of this invitation for bid or request for proposal, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to Black River Technical College all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 29. MINOR CAPITAL IMPROVEMENTS: (\$5,000.01 to \$19,999.99)** A Certificate of Insurance is required from the successful bidder prior to the issuance of the purchase order.
- 30. MAJOR CAPITAL IMPROVEMENTS (over \$20,000).** A five (5) percent Bid Bond must be submitted with a sealed bid. A Certificate of Insurance, one hundred (100) percent Performance Bond, and a Contractor's License are required from the successful bidder prior to the issuance of a purchase order. Contractor will be required to complete the **Contract and Grant Disclosure and Certification Form (EO 98-04)** for bids over \$25,000.
- 31. EQUAL OPPORTUNITY POLICY:** Act 2157 of the 2005 Arkansas Regular Legislative Session requires that any business or person responding to a formal invitation for bid must submit a copy of their most current equal opportunity policy with their bid response. Although bidders are encouraged to have a viable equal opportunity policy, a written response stating the bidder does not have an equal opportunity policy will be considered compliance with the requirement.
- 32. ARKANSAS TECHNOLOGY ACCESS CLAUSE:** The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of the 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. Accordingly, the Vendor represents and warrants to Black River Technical College that the technology provided to the 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 of both visual and nonvisual means; (2) presenting information, including prompts used by interactive communications, in formats intended for nonvisual 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 with would constitute reasonable accommodation under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but not limited to, keyboard alternatives to mouse commands or 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.
- 33. ILLEGAL IMMIGRANT CERTIFICATION:** Pursuant to Act 157 of the 2007 Arkansas Regular Legislative Session, any prospective contractor for goods or services totaling twenty-five thousand dollars (\$25,000) or more, must certify in a manner that does not violate federal law in existence on January 1, 2007, that the contractor, at the time of the certification, does not employ or contract with an illegal immigrant. Respondents are to certify online at: [http://www.arkansas.gov/dfa/procurement/pro\\_immigrant.html](http://www.arkansas.gov/dfa/procurement/pro_immigrant.html)



- 34. PROJECT BID AMOUNT:** The submitted Bid Amount must remain valid for ninety (90) days or be subject to forfeiture of the Bid Bond.
- 35. CONTRACT & GRANT DISCLOSURE & CERTIFICATE:** Any contract or amendment to any contract executed by the College that **exceeds \$25,000** shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the regulations pursuant thereto. Failure of any person or entity 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 in material breach of terms on 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 College under existing law.  
If required, the Contract & Grant Disclosure and Certificate form, shall be used for the disclosure purpose. No contract or amendment to any existing contract will be approved until the contractor completes and returns the disclosure form.
- 36. GENERAL INFORMATION:** Black River Technical College shall not:
- A. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by BRTC upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.
  - B. Contract with another party to indemnify and defend that party for any liability and damages.
  - C. Pay damages, legal expenses or other costs and expenses of any other party.
  - D. Continue a contract once any equipment has been repossessed.
  - E. Agree to any litigation location other than within the State of Arkansas.
  - F. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
  - G. Enter a contract which grants to another party any remedies other than the following:
    - The right to possession
    - The right to accrued payments
    - The right to expenses of de-installation
    - The right of expenses of repair to return the equipment to normal working order, normal wear and tear excluded
  - H. Agree to a contract unless the laws of the State of Arkansas shall govern such contract.
  - I. Agree to any contract or contract agreement prior to an Award Notification by Black River Technical College.
- 37. BOYCOTT OF ISRAEL:** Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract 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. Vendor hereby certifies that they do not boycott Israel and will not boycott Israel during the aggregate term of the contract.
- 38. CONFIDENTIALITY OF STUDENT EDUCATION RECORDS:** To the extent that Vendor shall have access to, store or receive student education records, Vendor agrees to abide by the limitations on use and re-disclosure of such records set forth in the Family Educational Rights and Privacy Act (FERPA) and related regulations. Vendor agrees to hold student record information in strict confidence and shall not use or disclose such information except as authorized in writing by the College or as required by law. Vendor agrees not to use the information for any purpose other than the purpose for which the disclosure was made. Upon termination, Vendor shall return or destroy all student education record information within 30 days.
- 39. HIPAA:** To the extent that this contract involves covered use or receipt of Protected Health Information, as defined under the Health Insurance Portability and Accountability Act (HIPAA), vendor agrees to fully comply with all applicable privacy requirements under HIPAA.
- 40. 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 a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employee or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business.

- 41. TERMINATION:** The College may terminate its agreement with Vendor under the following conditions:
- A. In the event that Vendor fails to fully comply with these terms or conditions or with any other provisions of Vendor's agreement with the College, and Vendor does not cure such non-compliance within 10 days of the College's written notice to Vendor, the College may immediately terminate its agreement with Vendor.
  - B. In the event of a lack of funds

**42. SAFEGARDING OF CUSTOMER INFORMATION:**

- A. Vendor shall implement and maintain "appropriate safeguards," as that term is used in § 314.4(d) of the FTC Safeguard Rule, 16 C.F.R. § 314, for all "customer information" (as that term is defined in 16C.F.R. § 314.2(b)), received by Vendor.
- B. Vendor shall implement and maintain commercially reasonable measures to protect any customer information, personal information, student records, protected health information or confidential information of any nature ("protected information") that may be acquired, used or stored by Vendor. Without limiting the generality of the foregoing, Vendor shall take such measures as are required by applicable law or regulation.
- C. Vendor shall promptly notify the College, in writing, of each instance of (i) unauthorized access to or use of any protected information and (ii) unauthorized disclosure, misuse, alteration, destruction or other compromise of any protected information. Within 30 days of the termination or expiration of its agreement with the College, Vendor shall destroy all records, electronic or otherwise, in its or its agents' possession that contain such confidential information and shall deliver a written certification of the destruction to the College.
- D. Vendor consents, upon reasonable advance notice, to College's right to conduct an on-site audit of Vendor's security program.
- E. If Vendor processes personal data of persons located in, or such data obtained from within, the European Union (EU), Vendor will comply with all applicable laws or regulations related to acceptance, transmission, and/or storage of personal data in accordance with the EU's General Data Protection Regulations ("GDPR"). If Vendor acts as a processor it will only act on the written instruction of the College and will assist the College in compliance with GDPR in relation to the security of processing, the notification of personal data breaches, data protection impact assessments, answering data subjects' requests, and allowing data subjects to exercise their rights. Vendor will ensure that individuals processing the data are subject to a duty of confidentiality and only engage sub-processors with the prior consent of the College and under a written contract.
- F. Notwithstanding any other provisions of its agreement with Vendor, College may terminate the agreement with Vendor for cause if Vendor has allowed a material breach of its security program, if Vendor has lost or materially altered protected information, or if the College reasonably determines that Vendor's security program is inadequate.
- G. Vendor shall reimburse the College for any damages including, but not limited to any costs required to reconstruct lost or altered information, resulting from any security breach, loss, or alteration of customer information.

- 43. STATE 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 use hereunder shall remain property of Black River Technical College, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned. Vendor acknowledges that the College's marks and logos are the exclusive property of the College. The parties agree that nothing in its agreement or the College's purchase order transfers, licenses, or allows any use of the logos or other marks unless expressly agreed upon in writing by both parties. In the event that such authorization is granted by the College, vendor must immediately discontinue use of the name, logos, or any other marks of the College upon the expiration or termination of the contract. Under no circumstances may Vendor use College's name, logos, or any other marks in such a manner as to imply or state an endorsement of Vendor by the College.