

INVITATION TO BID (IFB)
 SOUTH ARKANSAS COMMUNITY COLLEGE
 334 WEST HILLSBORO ST
 POST OFFICE BOX 7010
 EL DORADO, ARKANSAS 71731-7010
 LOCATION: 334 WEST HILLSBORO (Zip - 71730)
 TELEPHONE: 501-864-7162

FORMAL SEALED BID

SHOW BID NUMBER AND OPENING DATE ON ENVELOPE CONTAINING BID

BID #: SACC-IFB-14/15-006 ISSUED: May 1, 2015
BID OPENING: Tuesday, May 19, 2015 2:00 pm c.s.t.

**LOCATION: South Arkansas Community 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 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, unless otherwise negotiated.

Item	Quantity	Description	Unit Price	Total
		SEE ATTACHED DESCRIPTION OF EQUIPMENT AND SERVICES (USE ADDITIONAL PAGES, IF NECESSARY)		
		INCLUDE INDIVIDUALLY: SHIPPING/HANDLING WARRANTIES INSTALLTION EXPENSE 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 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

Telephone number Fax number email address

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UNSIGNED BIDS WILL NOT BE CONSIDERED

RETURN BID AND ALL SIGNED ATTACHMENTS TO:

SOUTH ARKANSAS COMMUNITY COLLEGE

ATTN: ANN SOUTHALL, MGR, PROCUREMENT & PAYMENT SERVICES

334 WEST HILLSBORO STREET / P O BOX 7010

EL DORADO, AR 71731-7010

FINAL DEADLINE TO ACCEPT BIDS:

2:00 pm, cst

Tuesday, May 19, 2015

Owner Contact Information:

Ann Southall, Manager, Procurement/Payment Services

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

General Information

The following is an Invitation for Bid for a Mechatronics Lab for use in our Industrial Technology/Mechatronics Program at South Arkansas Community College. A specific listing of units is included with this bid document.

This equipment is to provide infrastructure in training and allow participants access to hands-on training on typical equipment used in local industries. The College is offering A.A.S. degree/certification in Mechatronics and NCCER Programmable Logic Controllers.

The College will accept sealed proposals until 2:00 pm., CST on Tuesday, May 19, 2015. 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 are 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.

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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 Community 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 Community 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 to reject any and all bids contingent upon available funds.

The acceptance of complete and full requirements met consists of SouthArk agreeing that the product and completed installation is satisfactory. SouthArk will have 10 working days after all equipment is installation and training completed to inspect and determine, if acceptable and approve payment. If no word is received from SouthArk within 10 working days after the completion, the bidder may proceed with billing.

Any questions regarding the bid process should be submitted in writing via e-mail or mail to Ann Southall, Manager, Procurement and Payment Services Only. 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.

Vendors should pay close attention and respond accordingly to the Technology Access Clause in the Standard Terms and Conditions (item# 24) included with this bid document.

Any shipping/handling expense should be included in bid response. South Arkansas Community 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 INSTALLED AT THE COLLEGE ON OR BEFORE SEPTEMBER 15, 2015.

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SPECIFICATIONS:

South Arkansas Community College is seeking bids on a Mechatronics Lab to fit the criteria listed below or closely comparable product that is the same or better. The lab must have projects, and processes that demonstrate the manufacturing environment. All bids shall contain warranty details, total cost of the products including shipping expense or any installation expense.

The product prices should be shown on a per station cost, since it is expected that the product will come in modular stations capable of interacting. SouthArk anticipates the complete system will have a minimum of seven (7) stations. SouthArk reserves the right to select a the final number of stations, contingent on available grant funds.

This system shall consist of an Allen-Bradley CompactLogix L32 AB5300 PLC, I/O connector kit, power supply, master control relay module, portable mounting console, student curriculum, and instructor's guide for use with a separately specified Mechatronics Workstation. The minimum specifications for each item are below.

The controller shall be an industrial grade type, model Allen-Bradley Model CompactLogix L32 AB5300, with specifications as follows:

- Programming Language: Ladder diagram, structured text, function block diagram, sequential block diagram
- At least Memory Capacity: 750 KB
- Memory Type; Battery-backed RAM
- Maximum I/O Capability: 960 plus remote I/O capability
- Contacts: Normally open and normally closed
- Coils (Internal control bits): Regular and latched
- Discrete Input Module: sourcing type, 16 inputs total, 24 vdc
- Discrete Output Module: sourcing type, 16 outputs total, 24 vdc
- Mounting Type: slot rack with slide in processor and I/O modules
- Communications: DH-485, ControlNet, EtherNet
- Add-on Capablity: analog modules, remote I/O, and data highway communications
- Power Supply, 5 VDC
- Instruction set: Relay control, basic math(eg add, multiply), comparison, BCD, program control (eg subroutine, master control relay), sequencer, Data Move, logic (eg and, or, not), timers, counters, immediate input/output, bit shift, multiplex stack(lifo and fifo), Interrupt, PID, communications(eg message read/write), fault routine, file manipulation
- ASCII, Advanced Math (eg trigonometric, log, ln)

Portable Mounting Console

The PLC, power supply, master control relay and other components shall be mounted to this console and wired together to form a functioning circuit that can be connected to a Mechatronics workstation or training module. The console shall contain raceways to neatly run all wiring in the system. It shall also be designed so that it can be removed without special tools from the Mechatronics workstation.

I/O Connector Kit

To consist of wiring arms with plug-in connectors on one end and pre-wired to the PLC I/O on the other end. The cables shall carry a total of at least 24 inputs, 16 outputs.

24VDC Power Supply

This power supply shall be mounted on the training console using a DIN rail and wired to the I/O of PLC. It shall be powered by universal AC input, e.g. 120 VAC, 60 Hz or 240 VAC, 50 Hz, have total current output rating of 5.0 amps. It shall be regulated and have overload protection, an LED power on indicator, and voltage switch. It shall be totally enclosed and include protection for short circuit, overload, over voltage, and over temperature.

Master Control Relay Module

A master control relay shall be mounted to the training console and wired to the PLC so that only the power to the outputs of the PLC are de-energized when the master control relay is de-energized. The reversing motor starter shall use a 3-pole motor contactor with 24 VDC coil, manual override, IEC 60947 rated, and protected terminals. Terminal connections shall be wired to a DIN rail mounted terminal blocks.

DESCRIPTION OF WORKSTATIONS

The Mechatronics training system should include at least seven (7) stations meeting these functions listed below. The specifications are shown for each station utilizing the requested models. Alternative technologies for individual stations will be considered, assuming the system provides students with comparable skills and learning experiences that can be applied to automated manufacturing.

INVENTORY FEED/DISTRIBUTION STATION

Mobile Workstation

Operator Station

Electrical Power Module

Pneumatic Distribution Module

Digital I/O Interface Module

Electro-Pneumatic Valve Manifold

Powered Feed Module

All components shall be included to allow the workstation to operate as part of an assembly as an independent unit.

The pneumatic robot may consist of 2-axis electro-pneumatic manipulator plus gripper. The motion shall be Cartesian. The X axis shall use a rodless cylinder with dual rail linear bearing module, adjustable stroke, 10-inch (25.4 cm) travel, (2) magnetic sensors, (2) flow control valves, and adjustable shock absorber. The Z axis shall use a double-acting cylinder with dual rail linear bearing module, adjustable stroke, 4-inch (10.2 cm) travel, (2) magnetic sensors, and (2) flow control valves. The gripper shall be a vacuum type with vacuum cup, vacuum generator, vacuum switch, pressure regulator, and pressure gage. The robot shall be supported by a structure that provides adjustment of manipulator horizontally and vertically.

GAUGING/TESTING STATION

Mobile Workstation

Operator Station

Electrical Power Module

Pneumatic Distribution Module

Digital I/O Interface Module

Electro-Pneumatic Valve Manifold

Traverse Shuttle

Ultrasonic Measurement Module

Proximity Gauging Module

Powered Parts Transfer Module

Powered Parts Reject Module

Finished Parts Storage Module

Parts Set

The gauging/testing station detects the material characteristics of the work piece, checks the dimensions, and either rejects the work piece or makes it available for the next process. Acceptable technologies could include, but are not limited to the following:

Photo electric sensor

Inductive sensor

Ultrasonic sensor

Optical retro-reflective sensor

ORIENTATION/HANDLING STATION

Mobile Workstation

Operator Station

Electrical Power Module

Pneumatic Distribution Module

Digital I/O Interface Module

Electro-Pneumatic Valve Manifold

Rotary Index Table

Fiber Optic Gauging Module

Pick and Place Pneumatic Robot

This robot will consist of a 2-axis electro-pneumatic manipulator plus gripper. The motion shall be Cartesian. The Z axis shall use a twin bore double-acting pneumatic cylinder module with adjustable stroke, 0.75-inch (1.9 cm) travel, (2) magnetic sensors, and (2) flow control valves. The rotary axis shall use a rack and pinion pneumatic actuator with adjustable stroke, 180-degree rotation with 45-degree adjustment on each end, (2) magnetic sensors, and (2) flow control valves. The gripper shall be a 2-point curvilinear type with double acting actuator, and (2) flow control valves.

BUFFERING/SORTING STATION

Mobile Workstation
Operator Station
Electrical Power Module
Pneumatic Distribution Module
Digital I/O Interface Module
Electro-Pneumatic Valve Manifold
Belt Conveyor Module
Parts Sorting Module
Buffer Module
Proximity Sensing Module
Parts Set

This station must buffer and sort work-pieces along a conveyor through the use of a programmable controller and various sensors.

ROBOTIC ARM STATION

Mobile Workstations
Operator Station
Insertion Module
Feed Module
Engagement Module
Assembly Shuttle Module
Finished Parts Storage Module
Parts Presentation Module
Parts Set
Pneumatic Distribution Module
Electrical Distribution Module
Electro-pneumatic Valve Manifold
Digital I/O Interface Module

The robot station will have the ability to transport work-pieces by robotic arm and place them in specified location. The robot will have the ability to monitor and rotate the work-piece based on its programming. The robot must be programmable by students.

TORQUE/ASSEMBLY STATION

Mobile Workstation
Operator Station
Pneumatic Distribution Module
Digital I/O Interface Module
Electro-Pneumatic Valve Manifold
Screw Torque Module
Part Clamp Module
Electric Traverse Module

The torque/assembly station should have the ability to introduce students to skills needed in automated manufacturing through the use of either assembling or torquing two parts, utilizing a programmable controller.

INVENTORY SORTING/STORAGE STATION

Mobile Workstation
Operator Station
Pneumatic Distribution Module
Digital I/O Interface Module
Electro-Pneumatic Valve Manifold
Programmable Position Pneumatic Robot
Parts Storage Module
Parts Presentation Module

The inventory sorting/storage station should provide the student with the opportunity to sort, sequence and store finished products at end of the automated manufacturing process.

MECHATRONICS HYDRAULIC PRESS LEARNING SYSTEM

Mobile Workstation
Operator Station
Hydraulic Press Module
Hydraulic Power Unit
Pressure Transducer System
Part Clamp Module
Traverse Module
Pneumatic Distribution Module
Electrical Distribution Module
Electro-hydraulic Valve Manifold

Mechatronics Hydraulic Press Learning System (Continued)

Digital I/O Interface Module

Quick Connect Connectors

Cabling

Student Curriculum

The student curriculum supplied shall be designed in a skill-based format that focuses on teaching industry-relevant tasks. This curriculum shall be designed for use in a self-directed student-learning environment, which promotes a sense of rapid accomplishment and student motivation. The objectives shall be accomplished by organizing the learning material into a series of learning activity packets. All learning materials needed shall be contained in the packets including text material, laboratory equipment activities, and multimedia directions. The specific cognitive skills taught by each text passage shall be identified next to the passage. Each lab activity shall be identified by the industrial task taught. All activities shall be highly detailed with step-by-step instructions to facilitate a self-directed learning environment. A combination of step-by-step enabling activities and creative, problem-solving activities shall be provided. A self-review of questions shall be provided after each segment.

The student curriculum shall cover industrial skills in mechatronics. The curriculum shall include: machine setup, adjustment, and operation. In addition, it should address sequence programming, interfacing to IO devices, and program design. The curriculum should include documentation of a wide variety of mechatronic applications such as: Material Inventory Feed, Gauging and Testing, Orientation and Processing, Buffering and Sorting, Robotic Assembly, Assembly/Torqueing, and Programmable Storage. The curriculum shall also cover the operation, adjustment and control of a wide variety of industrial automation components including: pneumatic and electrical lockout/ tag-out, master control relay operation, electronic sensors, ultrasonic gauging, reversing motor starters, stepper motors, DC PWM motor control, precision ball screw axis drives, clutches, pneumatic screw feed systems, synchronous belt drives, electric motor slides, pneumatic rodless cylinders, rotary actuators, pneumatic brakes, and electrical overloads. All subject content, as well as hands-on activities, shall be included in the student curriculum. Activities must correlate directly to the hardware supplied, with detailed illustrations and diagrams.

Teacher's Assessment/ Portfolio Guide

The teacher's package shall contain student data sheets, data sheet solutions, self-review answers, quizzes, quiz answers, student skill record sheets, and assessment directions. A quiz shall be provided for each packet. All tasks listed in the packet shall be listed on personalized student record sheets. The Instructor's Package shall include methods for both cognitive objective assessment and authentic skill assessment, with all skill assessment criteria explained in detail. Detailed instructions and any supplemental material shall be provided for the instructor to perform live assessment of each student.

LADDER DIAGRAM PLC SOFTWARE/INTERFACE

Unit shall include: RSLogix 5000 Programming Software for Allen-Bradley Control Logix programmable controllers supplied in Windows 98 format. Also included shall be an RS232C network interface unit with serial cable for connection to the serial port of a personal computer and a cable for connection of interface unit to an Allen-Bradley SLC 500 model programmable controller. The software shall use ladder logic programming and have all standard programming functions. It shall provide both online and offline programming, upload and download of programs, and hardcopy documentation. The software shall be supported with an operation and programming manual.

SOFTWARE LICENSE

The software license for all software used by the system should be either a site license or include a sufficient number of licenses that each station be used can simultaneously as an independent teaching station.

STARTUP AND INSTALLATION

Shall include: on-site (1) technician to set in place, install, wire, startup, and familiarize school personnel with the operation of the system. The bid should include all technician costs incurred including travel, meals, lodging and per diem. If the vendor's system requires more time to install, the additional time should be included as part of the bid.

INSTRUCTOR TRAINING

Training will include tuition-free training of up to three instructors per year during warranty period. This training will take place on-site and include scheduled courses related to the equipment in this bid. This should allow for new instructors and faculty needing review and update training.

WARRANTY

A comprehensive on-site repair product warranty shall be provide for a minimum of three years from date of installation. The bid should also include an explanation of how repairs would be handled after the warranty period.

ENGINEERING CUSTOMIZATION

Also supplied shall be all engineering labor needed to supply a turnkey operational system. This shall include documentation, programming and factory testing.

WARRANTY: 36 month warranty requested on all equipment and services

Submitted by:

Bidder: _____

Title: _____

Date: _____

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All bid documents should be addressed and delivered to:

Ann Southall
Manager, Procurement and Payment Services
South Arkansas Community College
334 West Hillsboro St.
P O Box 7010
El Dorado, AR 71731-7010

BID FORM

**South Arkansas Community College
Mechatronics System**

Vendor _____

Date _____

See Attached Sheet For Specifications

Item Description	Price	Shipping	Installation	Other
1. Inventory Feed/Distribution Station	_____	_____	_____	_____
Vendor Part # _____				
Manufactured By _____				
2. Gauging/Testing Station	_____	_____	_____	_____
Vendor Part # _____				
Manufactured By _____				
3. Orientation/Handling Station Electrical	_____	_____	_____	_____
Vendor Part # _____				
Manufactured By _____				
4. Buffering/ Sorting Station	_____	_____	_____	_____
Vendor Part # _____				
Manufactured By _____				

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	Price	Shipping	Installation	Other
5. Robotic Arm Station	_____	_____	_____	_____
Vendor Part # _____				
Manufactured By _____				
6. Torque/Assembly Station	_____	_____	_____	_____
Vendor Part # _____				
Manufactured By _____				
7. Inventory Sorting/Storage Station	_____	_____	_____	_____
Vendor Part # _____				
Manufactured By _____				
8. Master Control Module (If priced separately)	_____	_____	_____	_____
Vendor Part # _____				
Manufactured By _____				
9. Software (Please describe)	_____	_____	_____	_____

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	Price	Shipping	Installation	Other
Curriculum Materials 1 (please describe)	_____	_____	_____	_____

Curriculum Materials 2 (please describe)	_____	_____	_____	_____

Instructor Training (please describe)	_____	_____	_____	_____

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	Price	Shipping	Installation	Other
Other (Please describe)	_____	_____	_____	_____

TOTALS	Price	Shipping	Installation	Other
	_____	_____	_____	_____

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 (page 10)**
- 3) Bid pricing sheet (pages 12-15)**
- 4) Contract and Grant Disclosure and Certification Form (attached)**
- 5) Equal Opportunity Policy (attached)**
- 6) Illegal Immigrant Policy (attached)**

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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 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 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:** South Arkansas Community 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 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 brands 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 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 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. **BACKORDERS OR DELAY IN DELIVERY:** On the face of the Competitive Bid and/or Purchase Order, 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 Procurement by the date the response to bid is due, if known, or within 14 days of that date.

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TERMS AND CONDITIONS (CONTI8NUED)

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. If date is not acceptable SouthArk.

14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the South Ark 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 Community College Office of Procurement 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:** 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 Community College Procurement Office. 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. **SOUTH ARKANSAS COMMUNITY 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 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.
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 Community 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.

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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."

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, Procurement 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
300 South West Ave * P O Box 7010
El Dorado, AR 71730
Tel: 870-864-7162
Fax: 870-864-7122**

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

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.

Ann Southall

Ann Southall

Agency Procurement Official

Manager, Procurement and Payment Services

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.]	
	Curren t	Forme r		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?		
	Curren t	Forme r		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

