



Phone: (870) 762-1020  
www.anc.edu

2501 South Division  
P.O. Drawer 1109  
Blytheville, AR 72316-1109

### COMPETITIVE BID (CB)

<b>Bid Number:</b>	ANC-2018-0227	<b>Bid Opening Date:</b>	March 15, 2018
<b>Commodity Description:</b>	Telecommunications Grounding & Bonding	<b>Bid Opening Time:</b>	2:00 P.M.
<b>AGENCY'S CONTACT INFORMATION</b>			
Name:	Pacey Bowens	Phone:	870-762-1020 ext 1130
Fax:	870-763-6181	Email:	pbowens@smail.anc.edu
<b>MAILING ADDRESS:</b>		<b>BID OPENING LOCATION:</b>	
<i>2501 South Division Blytheville, AR 72315</i>		<i>2501 South Division Blytheville, AR 72315 Main Campus, Administration Board Room.</i>	

#### Instructions:

- Bids should be submitted by the time and date specified above.
- Faxed or emailed bids are acceptable and may be faxed or emailed to the above number/email address.
- The Prospective Contractor should provide the information below.

PROSPECTIVE CONTRACTOR INFORMATION			
Company Name: _____			
Name (type or print): _____		Title: _____	
Address: _____			
City: _____		State: _____	ZIP Code: _____
Telephone Number: _____		Fax Number: _____	
E-Mail Address: _____			
<b>Signature:</b> _____ <i>Use ink only.</i>			
Business Designation (check one):	Individual [ ] Partnership [ ]	Sole Proprietorship [ ] Corporation [ ]	Public Service Corp [ ] Government/ Nonprofit [ ]

#### ILLEGAL IMMIGRANT CONFIRMATION

By signing and submitting a response to this CB, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

#### ISRAEL BOYCOTT RESTRICTION CONFIRMATION

By checking the box below, a Prospective Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.

☐ Prospective Contractor does not and will not boycott Israel.

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**BID FORMAT**

Any statement in this document that contains the word “**must**” or “**shall**” means that compliance with the intent of the statement is mandatory. Failure by the bidder to satisfy that intent will cause the bid to be rejected.

All bid pricing **must** be United States dollars and cents.

Bids will only be accepted in the English language.

**COST**

All charges **must** be included on the Official Bid Price Sheet(s) and **must** include all associated costs (including but not limited to delivery, freight etc.) for the goods or services being bid. Do not include sales taxes in pricing. Bid pricing should be valid for 30 days following CB opening to allow sufficient time to tabulate and evaluate bid responses.

**SCOPE**

*Work covered by this Section shall consist of furnishing labor, equipment, supplies, materials, tools, and testing unless otherwise specified, and in performing the following operations recognized as necessary for the installation, termination, and labeling of grounding and bonding infrastructure as described on the Drawings and/or required by these specifications..*

**TYPE OF CONTRACT**

*Firm*

**AWARD CRITERIA AND RESPONSIBILITY**

Bids **must** meet or exceed all defined specifications. Bids **must** meet all terms and conditions of this Competitive Bid and the laws of the State of Arkansas.

**DELIVERY: FOB DESTINATION**

Arkansas Northeastern College  
ATTN: Pacey Bowens  
2501 South Division  
Blytheville, AR 72315P

- A. The agency requests delivery within **30** calendar days after receipt of the order. If this delivery schedule cannot be met, the bidder **must** state the number of days required to place the commodity in the ordering agency's designated location. Failure to state the delivery time obligates the bidder to complete delivery by the agency's requested date. Extended delivery dates may be considered when in the best interest of the State.

Delivery 30 calendar days after receipt of order.

- B. All deliveries **must** be made during normal State work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The Prospective Contractor **shall** give the agency immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.
- C. Loss or damage that occurs during shipping, prior to the order being received by the agency, is the Prospective Contractor's responsibility. All orders should be properly packaged to prevent damage during shipping.

**PAYMENT AND INVOICE PROVISIONS**

All invoices **shall** be forwarded to the:

Arkansas Northeastern College  
Attention: Accounts Payable  
P.O. Box 1109  
Blytheville, AR 72316

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any equipment, service or commodity. Payment will be made only after the contractor has successfully satisfied the agency as to the goods and/or services purchased. Contractors should invoice the agency by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.



## **ITEM SPECIFICATIONS or SCOPE OF WORK**

*Work covered by this Section shall consist of furnishing labor, equipment, supplies, materials, tools, and testing unless otherwise specified, and in performing the following operations recognized as necessary for the installation, termination, and labeling of grounding and bonding infrastructure as described on the Drawings and/or required by these specifications. Bid Specifications can be found on Arkansas Northeastern College's website, [www.anc.edu](http://www.anc.edu) and State of Arkansas Department of Finance and Administration Office of State Procurement website <http://www.arkansas.gov/dfa/procurement/bids/index.php>*

### **PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. See Table Below. *Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. The State has the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the Contractor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- H. Should any compensation be owed to the State agency due to the assessment of damages, Contractor **shall** follow the direction of the State agency regarding the required compensation process.

## **Prospective Contractor Checklist**

- 1. Read all pages of CB document.
- 2. Complete and sign page 1 of bid response.
- 3. Complete alternate delivery requirements if necessary.
- 4. Complete Official Pricing Sheet.
- 5. Indicate Minority Business status, if applicable.
- 6. Provide copy of Equal Employment Opportunity Policy.
- 7. Complete Contract Grant and Disclosure Form (EO 98-04) for bids over \$25,000.

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OFFICIAL BID PRICE SHEET

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
<i>Example</i>	<i>Vacuum Cleaner</i> <i>Brand Bid:</i> _____ _____ <i>Model Bid:</i> _____ _____	<i>2</i>	<i>each</i>		
1.					
2.					
3.					
4.					
5.					
6.					

GRAND TOTAL      \$ \_\_\_\_\_

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**MINORITY AND WOMEN-OWNED BUSINESS POLICY**

- A. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses.
- B. Per Arkansas Code Annotated § 15-4-303, a minority-owned business is defined as a business that is at least fifty-one percent (51%) owned by one (1) or more minority persons, and a minority is defined as a lawful permanent resident of this State who is:
- African American
  - American Indian
  - Asian American
  - Hispanic American
  - Pacific Islander American
  - A Service Disabled Veteran as designated by the United States Department of Veteran Affairs
- C. Per Act 1080 of the 91st General Assembly Regular Session 2017, a women-owned business is defined as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- D. Check certification type:
- \_\_\_\_ African American      \_\_\_\_ Hispanic American      \_\_\_\_ American Indian      \_\_\_\_ Asian American
- \_\_\_\_ Pacific Islander American      \_\_\_\_ Service Disabled Veteran      \_\_\_\_ Women-Owned

Arkansas minority-owned or women-owned Certification Number \_\_\_\_\_

**EQUAL EMPLOYMENT OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, the State is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* may be submitted in electronic format to the following email address: [eeopolicy.osp@dfa.arkansas.gov](mailto:eeopolicy.osp@dfa.arkansas.gov), but should also be included as a hardcopy accompanying the bid response.
- C. The submission of an *EO Policy* to OSP is a one-time Requirement. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Prospective Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

**PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services of \$25,000 or greater **shall** certify with OSP that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor for services of \$25,000 or greater agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

**RESTRICTION OF BOYCOTT OF ISRAEL**

- A. 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.
- B. This prohibition does not apply to:
1. A company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.