



SOUTHERN ARKANSAS UNIVERSITY TECH

Purchasing Department
PO Box 3499
Camden, AR 71711

INVITATION FOR BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	SAUT/21-22/001	Solicitation Issued:	June 24, 2021
Description:	Logic P9 Ultrasound System		
Agency:	Southern Arkansas University Tech (SAUT)		

SUBMISSION DEADLINE			
Bid Opening Date:	July 8, 2021	Bid Opening Time:	4:00 p.m., Central Time
Sealed bids must be delivered to Southern Arkansas University Tech Purchasing Office on or before the bid opening date. Bids received after the submission deadline shall be rejected as untimely.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address and Bid Opening Location:	<p>Southern Arkansas University Tech Purchasing Office 6251 Hussey Road Camden, AR 71701</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to SAUT's street address on a schedule determined by each individual provider. These providers will deliver to SAUT based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.</p> <p>Telephone, email, and/or FAX responses to this bid will not be accepted.</p>
Bid's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none">• Bid number• Date and time of bid opening• Prospective Contractor's name and return address

SAU TECH CONTACT INFORMATION			
SAUT Buyer	Angela Fry	Phone Number:	870-574-4523
Email Address:	afry@sautech.edu	SAUT Website:	https://www.sautech.edu/invitation-to-bid/

SECTION 1 – REQUIREMENTS

- *Do not provide responses to items in this section unless specifically and expressly required.*

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Southern Arkansas University Tech (SAUT) in order to obtain pricing for 3 x Logic P9 Ultrasound System for a new Ultrasound program.

1.2 BID OPENING

- A. The bid opening will be in the SAUT Purchasing Office at the date and time specified in this solicitation document. All proposals shall be guaranteed and binding for a period of not less than sixty (60) days past the proposal opening date.
- B. Proposal openings will be open to any interested proposing party and to the public. However, openings will serve only to open, read and record the receipt of each proposal. No discussion will be entered into with any vendor as to quality or provisions.

1.3 CLARIFICATION OF SOLICITATION

- A. Submit any questions for clarification of information in this Bid Solicitation in writing via email by 10:00am CT by July 6, 2021 to Angela Fry afry@sautech.edu.
 1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 2. Prospective Contractors written questions will be consolidated and answered by the College as deemed appropriate. The College's written response will be posted to the SAUT website by close of business on July 6, 2021. If Prospective Contractor questions are unclear or non-substantive in nature, the College may request clarification of question(s) or decline to answer.
- B. The Prospective Contractor should notify the buyer of any term, condition, etc. that precludes the Prospective Contractor from submitting a compliant, responsive bid. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- C. Prospective Contractors may contact the buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by SAUT will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by SAUT.

1.4 DEFINITION OF TERMS

Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.

- A. "Prospective Contractor" means a responsible bidder who submits a Responsive Bid in response to this solicitation.
- B. The terms "Invitation For Bid", "IFB" and "Solicitation" are used synonymously in this document.
- C. "Responsive Bid" means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.

- D. "Bid Submission Requirement" means a task a Prospective Contractor must complete when submitting a bid response. These requirements will be distinguished by using the term "shall" or "must" in the requirement. "Requirement" means something required.
- E. "Requirement" means a specification that a Contractor's commodity must and/or service shall meet or exceed in the performance of its contractual duties under any contract awarded as a result of this IFB. These specifications will be distinguished by using the terms "shall" or "must" in the requirement.
- F. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the Department using such a contract.
- G. "SAUT, "SAU Tech", or "the College" refers to Southern Arkansas University Tech.

1.5 SPECIFICATIONS

SAUT is requiring brand new 3 x LOGIQ P9 Ultrasound Systems, items described below. At minimum, it must include the items below. Warranty and training must be included.

3	LOGIQ P9 XDclear with 5-Year Standard Warranty
1	9L-RS Linear Array Probe
3	ML6-15-RS Matrix Linear Array Probe
3	C1-5-RS Convex Array Probe
3	IC9-RS Probe
3	BW Printer Installation Kit for LOGIQ P Series LOGIQ P9 Rear
3	Handle
3	LOGIQ P9 Cable Hook Rear
3	LOGIQ P9 Gel Warmer
3	LOGIQ P9 English Keyboard Installation Kit
2	Product Specified Training – provide details of training offered

1.6 DELIVERY: FOB DESTINATION

Southern Arkansas University Tech
 Central Receiving Dock
 6415 Spellman Road
 Camden, AR 71701

- A. SAUT requests delivery within 30 days after ordering. If this delivery date cannot be met, the Prospective Contractor **must** state the alternate number of days required to begin the service and/or place the commodity in the ordering designated location. (See Official Solicitation Price Sheet.) Failure to state the alternate delivery time obligates the Contractor to complete delivery by the College's requested date. Extended delivery dates may be considered when in the best interest of the College.
- B. All deliveries **must** be made during normal SAUT work hours (Monday – Thursday, 8am – 4pm) and within the agreed upon number of days, unless otherwise arranged with the College. The Contractor **shall** give the College immediate notice of any anticipated delays that will affect the delivery requirement.
- C. Loss or damage that occurs during shipping, prior to the order being received by the College, is the Contractor's responsibility. All orders should be properly packaged to prevent damage during

shipping.

- D. The College assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the purchase order.

1.7 PAYMENT AND INVOICE PROVISIONS

- A. All invoices **shall** be forwarded to the following location:
Southern Arkansas University Tech
Attn: Accounts Payable
PO Box 3499
Camden, AR 71711
- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of commodity/commodities by the College. Invoices shall not be submitted in advance of delivery and acceptance. Payment will be made only after the Contractor has successfully satisfied the College as to the goods and/or services purchased.
- C. Invoice should be itemized and include the Purchase Order number and/or contract number. In addition, SAUT is not a tax-exempt institution, so apply any applicable taxes on the invoice.
- D. Invoices are also accepted by email krobinso@sautech.edu.

1.8 ACCEPTANCE STANDARDS

- A. Inspection and acceptance/rejection of product(s) will be made within thirty (30) days of receipt.
- B. SAUT has the option to return any product(s) within the thirty (30) day timeframe for any reason.
- C. Bid **must** include a "total satisfaction" return policy for all products and **must not** impose any liability on the College for such returns.

1.9 ACCEPTANCE OF REQUIREMENTS

- A. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the Requirements in the Requirements Section(s) of this IFB by listing them on the *Exceptions Form* (See *Bid Response Packet*), Prospective Contractor understands and agrees its submission of a bid to represent that its bid meets all such Requirements.
- B. A Prospective Contractor's bid may be rejected if the Prospective Contractor takes exception to any Requirements in the Requirements Section(s) of this IFB.

SECTION 2 – GENERAL INSTRUCTIONS AND INFORMATION

- **Do not** provide responses to items in this section unless specifically and expressly required.

2.2 ISSUING AGENCY

SAUT Purchasing Office, as the issuing office, is the sole point of contact regarding IFB throughout this solicitation process.

2.3 TYPE OF CONTRACT

A. As a result of this IFB, SAUT intends to award a contract to a single Contractor.

2.4 CONTRACTOR SELECTION

A. Award will be made to the lowest-bidding, responsible Prospective Contractor on a firm contract, all or none basis.

2.5 RESPONSE DOCUMENTS

A. 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*. Pricing **must** be proposed in U.S. dollars and cents.
2. The following items should be submitted in the original Bid Response Packet.
 - a. *EO 98-04 Contract & Grant Disclosure Form*.
 - b. Copy of Prospective Contractor's *Equal Opportunity Policy*.
 - c. *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.

2.5 NON-DISCRIMINATION

SAU Tech does not discriminate against any entity, company, employee, applicant for employment or any person participating in any aspect of any project based on race, creed, color, national origin, religion, sex, age, or physical or mental disability.

2.2 MINORITY AND WOMEN OWNED BUSINESS POLICY

The State of Arkansas encourages all minority businesses to compete for, win and receive contracts for goods, services and construction. The state also encourages all companies to sub-contract portions and any state contract to minority business enterprises.

2.3 EQUAL OPPORTUNITY POLICY

Act 215 (SB#1123) of 2005 requires that each entity or person interested in contracting with the State must include with its proposal response a copy of the company's EQUAL OPPORTUNITY POLICY.

2.4 CERTIFICATION OF ILLEGAL IMMIGRANTS

Pursuant to Act 157 of 2007, the successful proposer must certify prior to award of the contract that they do not employ or contract with any illegal immigrants.

2.5 RESTRICTION OF 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.

2.6 CONTRACT DISCLOSURE OVER \$10,000 – GOVERNOR’S EXECUTIVE ORDER 98-04

No contract for commodities or services over \$10,000, and no discretionary grant greater than \$10,000 shall be awarded, extended, amended or renewed by an agency to any bidder who has not complied with Governor’s Executive Order 98-04, as required in this proposal.

Failure to make any disclosure required by Governor’s Executive Order 98-04, or the violation of any rule, regulation, or policy adopted pursuant to the Order, shall be a material breach of the terms of this IFB. Any bidder 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.

2.7 PAST PERFORMANCE

In accordance with provisions of State procurement law, specifically OSP Rule R5:19-11-230 (b) (1), a Prospective Contractor’s past performance with the State may be used to determine if the Prospective Contractor is “responsible.” Proposals submitted by Prospective Contractors determined to be non-responsible will be disqualified.

2.8 RESERVATION

This IFB does not commit the College to award a contract or to pay costs incurred in the preparation of a bid in response to this request.

2.9 CONDITIONS OF CONTRACT

- A. Observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to, the execution of a resulting contract which in any manner affects the completion of the work.
- B. Indemnify and save harmless the College and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree by an employee, representative, or subcontractor of the Contractor.

2.6 ADDITIONAL TERMS AND CONDITIONS

- A. This IFB incorporates all of the Solicitation Terms and Conditions located on the State of Arkansas TSS OSP website here (Agencies – Forms and Reporting – Solicitation Templates): <https://www.transform.ar.gov/procurement/agencies/forms-and-reporting/>.
- B. Any special terms and conditions included in this solicitation **shall** override the Solicitation Terms and Conditions.
- C. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the terms in this bid document by listing them on the *Exceptions Form* (See Bid Response Packet), Prospective Contractor agrees and **shall** adhere to all terms if selected as the successful Contractor. Items identified as non- negotiable may only be modified if the legal requirement is satisfied and approved by the College.