

Arkansas Fire Training Academy
A division of Southern Arkansas University Tech
Purchasing Office
PO Box 3499,
Camden, Arkansas 71711

INVITATION TO BID
SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	SAUT/23-24/03	Solicitation Issued:	February 26, 2024
Description:	Fire Apparatus (2)		
Agency:	Arkansas Fire Training Academy, a division of Southern Arkansas University Tech		

SUBMISSION DEADLINE			
Bid Opening Date:	March 13, 2024	Bid Opening Time:	2:00 pm, CT
Sealed bids must be delivered to the South Arkansas University Tech Purchasing Office before the bid opening time and on or before the bid opening date. Sealed bids are opened at the bid opening time. Late bids 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 Southern Arkansas University Tech'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

SOUTHERN ARKANSAS UNIVERSITY TECH CONTACT INFORMATION			
SAUT Buyer	Michael Armstrong	Phone Number:	870-574-4509
Email Address:	marmstro@sautech.edu	SAUT Website:	https://www.sautech.edu/invitation-to-bid/

SECTION 1 - GENERAL INFORMATION AND INSTRUCTIONS

1.1 INTRODUCTION

This Invitation to Bid (IFB) is issued by the Purchasing Office of Southern Arkansas University Tech for Arkansas Fire Training Academy to obtain pricing and a contract for two (2) Fire Apparatus.

Direct all communications regarding this Solicitation to the Buyer on page one (1) of the IFB.

1.2 TYPE OF CONTRACT

As a result of this IFB, the College intends to award a contract to a single Contractor.

1.3 BID OPENING DATE AND LOCATION

Bids will be opened at the Purchasing Office at Southern Arkansas University Tech. All bids shall be guaranteed and binding for a period of not less than sixty (60) days past the bid opening date.

Bid openings will be open to any interested proposing party and to the general public. However, openings will serve only to open, read and record the receipt of each bid. No discussion will be entered into with any vendor as to quality or provisions.

1.4 CLARIFICATION OF BID SOLICITATION

- A. Submit questions regarding this Solicitation via email to the Buyer on page one (1) of the IFB by midnight, Central Time on or before March 6, 2024.
1. For each question submitted, Prospective Contractor should reference the specific Solicitation item number to which the question refers, as applicable.
 2. Prospective Contractors' written questions will be consolidated and answered by the College as deemed appropriate. The College's consolidated written response is anticipated to be posted to SAUT website on the following day. If Prospective Contractor questions are unclear or non-substantive in nature, the College may request clarification of a question(s) or decline to answer.
- B. Prospective bidders may contact the Buyer with non-substantive questions at any time prior to the bid opening. An oral statement by the Buyer will not be part of any contract resulting from the solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced in writing and expressly adopted by the College.

1.5 RESPONSE DOCUMENTS

All bids **must** be submitted to the delivery address and by the submission deadline on page one (1) of the IFB.

A. *Bid Response Packet*

1. Prospective Contractors **shall** utilize the *Bid Response Packet* attached to the Solicitation to submit their bids.
2. The following are bid submission Requirements and **must** be submitted as part of a Prospective Contractor's bid.
 - a. Signed *Bid Signature Page*; signature may be ink or digital.
 - b. Completed *Bid Response Packet*, which **must** be in English.
 - c. Completed Official Bid Price Sheet attached to Solicitation posting.
 - i. Pricing **must** be proposed in U.S. dollars and cents.
 - ii. Quantities stated are estimates only and are not guaranteed. Prospective Contractor **must** bid unit price on the estimated quantity and unit of measure specified.

- iii. Prices **must** be firm offers and adjustments may be negotiated at the time of contract shall not be subject to escalation.
- iv. State and local sales taxes should not be included in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- d. Copy of Prospective Contractor's *Equal Opportunity Policy*
 - i. Pursuant to Arkansas Code Annotated § 19-11-104, OSP requires a Prospective Contractor bidding on a state contract to submit a copy of the Prospective Contractor's *Equal Opportunity (EO) Policy*. Prospective Contractors not required by law to have an *EO Policy* **must** submit a written statement to that effect.
- e. *Proposed Subcontractors Form* (if applicable)

3. The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's bid response:

- a. *EO 98-04 Contract & Grant Disclosure Form*

Prospective Contractors should not include any other documents or ancillary information, such as a cover letter or promotional marketing information.

- B. Prospective Contractors should not alter any language in Solicitation document(s) or *Official Bid Price Sheet* provided by the College.
- C. Prospective Contractors' bids cannot be altered or amended after the bid opening except as permitted by law or rule.
- D. As requested, Prospective Contractors **shall** provide clarification regarding Prospective Contractor's bid response.
- E. Prospective Contractors may submit multiple bids.

1.6 PRICING

Pricing should include all shipping and handling costs. Include all pricing on the Official Bid Price Sheet only. If any cost is not identified by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor shall bear this additional cost. Do not alter the Official Bid Price Sheet.

1.7 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor must unconditionally accept all Requirements in the Requirements Section(s) of this IFB to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's bid may be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this IFB.

1.8 SUBCONTRACTORS

Prospective Contractor should complete, and submit the Proposed Subcontractors Form included in the Bid Response Packet. The utilization of any proposed subcontractor is subject to approval by the College.

1.9 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.
- B. "Prospective Contractor" means a person who submits a bid in response to this solicitation.

- C. The terms "Invitation for Bid", "Bid Solicitation" and "Solicitation" are used synonymously in this document.
- D. "Responsive Bid" means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.
- E. "Shall and Must" mean the imperative and are used to identify requirements.
- F. "Requirement" means something required.
- G. "Specification" means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. "Specification" may include a description of any requirement for inspecting, testing, or preparing a commodity or service for delivery.
- H. "State" shall mean 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 state agency using such a contract.
- I. SAUT, "SAU Tech", or "the College" refers to Southern Arkansas University Tech. AFTA, or "the Academy" refers to Arkansas Fire Training Academy.

1.10 PREPARATION COST

The Contractor must bear all costs associated with the preparation of the bid or any presentation. No compensation will be provided to the Contractor for any expenses incurred.

1.11 PAYMENT AND INVOICE PROVISIONS

Upon delivery of the two (2) fire apparatus, the Contractor shall provide the invoice, odometer statement, certificate of origin and any documentation required to license and pay sales tax on the fire apparatus.

- A. All invoices **shall** be forwarded to: Southern Arkansas University Tech. Attn: Accounts Payable, PO Box 3499, Camden, AR 71711 or emailed to krobinso@sautech.edu.
- B. Payment will be made in accordance with applicable SAU Tech accounting procedures upon acceptance 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.

1.12 CONTRACTOR SELECTION

Award is expected to be made to the responsive and responsible Prospective Contractor determined to have submitted the lowest bid that meets the Requirements and criteria set forth in the IFB, based on the total cost of the Official Bid Price Sheet submitted by the Prospective Contractor. The College further reserves the right to reject any and all bids, or parts thereof, to waive informalities and technicalities in bids received. The College will be the sole judge as to whether the Contractor's bid has or has not satisfactorily met the requirements of this IFB.

Should none of the received bids be considered reasonable, the College may re-advertise for bids, or complete any other action consistent with Arkansas purchasing laws. A Contractor's past performance with the State may be used to determine if the Contractor is "responsible." Bids submitted determined to be non- responsible will be disqualified.

If the College chooses, negotiations may be conducted with the lowest-bidding, responsive and responsible Prospective Contractor if:

- A. All bids received from responsive and responsible bidders exceed available funding; or
- B. It appears that additional savings may result from negotiation.

If negotiations fail to result in a contract, negotiations may take place with the next lowest-bidding, responsive and responsible Prospective Contractor. The negotiation process may be repeated until an acceptable lower bid price is negotiated, or until such times as the College determines negotiations are no longer in the best interest of the College. Negotiations are conducted at the sole discretion of the College.

1.13 CONTRACT AWARD

Once an anticipated successful vendor has been determined, the anticipated award will be posted on the SAU Tech website for at least 14 days prior to the issuance of a contract. SAU Tech shall have the right to waive the policy of the Anticipation to Award when it is in the best interest of the College. The postings are anticipated awards only, subject to protest.

SECTION 2 - REQUIREMENTS

2.1 SPECIFICATIONS

At a minimum, the two (2) fire apparatus must include all the following components:

Both fire apparatus must be a 2023 or newer fire apparatus and in standard production by the manufacturer at the time of delivery.

The fire apparatus must be, (1) a commercial pumper/tender, and (2) a custom engine, both meeting the NFPA 1901 Standard. The fire apparatus must meet the NFPA 2016 standards of NFPA 1901 minimum requirements for the fire apparatus to include but not be limited to Operation, Braking, Safety, Storage, Height, Lightening, etc.

The commercial fire apparatus chassis must be a Freightliner or International, 4 door cab, with as much seating as possible. The custom fire apparatus chassis may be of vendor preference.

Both: Hale 1250 GPM pumps. Deck guns with fog and smooth bore nozzles. Booster reels. 2-5" intake manifolds for Storz. Scene lights. Telescoping lights. All red with provided paint codes and custom graphics. Painted roll up doors. Typical required horsepower for each vehicle with auxiliary brake. Battery conditioners with external plug with all chargers prewired. Passenger side exhaust discharge with Plymovent exhaust caps. Air bottle storage for at least every seat. SCBA seats with SCBAs. Fully equipped with hand tools, externally accessible battery terminals*.

Engine

Foam tank
Bumper Line
1000 gal. tank
Top mount Pump
Brackets in compartments for hand tools
Pressure Relief Valve
Inside storage of 24', 16' and 10' ladder
Low hosebed
Standard discharges
Document organizer

Tender

Generator/Invertor
>2500 gal tank
Side mount Pump
Dump tank with storage
2 sections of hard suction
Rear dump with swivel
Pressure Governor

Loose Equipment add-on list:

*flat head axe, Halligan bar, pick head axe, 6' pike pole, 2-1 ½" fog nozzles, 2, 1 ½" smooth bore nozzles with 3 tips, 2-2 ½" fog nozzles, 2-2 ½" smooth bore nozzles with 3 tips, battery powered spreader, cutter, ram with wired charging station. 3 salvage covers. Hand tool box. Hydrant and spanner wrenches – 2 sets mounted – 1 in engineer compartment and one on rear of apparatus, rubber mallet, 5 reflective traffic safety cones, 1 water cooler, battery powered PPV fan with charging station, thermal imaging camera, 4-gas detector, battery powered K12 with wired charging station, 2 crosslay boxes, 600' of 5", programmed portable radios for each seat, hand lights for each seat.

2.2 DELIVERY: FOB DESTINATION

Delivery of the apparatus must be made to Arkansas Fire Training Academy located at 14668 Highway 203 near the City of Camden, Arkansas, during regular working hours.

Delivery is required as soon as possible after the receipt of order. An estimated delivery date should be included on the Bid Price Sheet.

Loss or damage that occurs during shipping, prior to the order being received by the Academy, is the Contractors responsibility.

2.3 WARRANTY

Details of any warranties provided should be included with the Bid Response Pack.

2.4 TRAINING

A vehicle training session will be required and should be included in the cost on the Bid Price Sheet.

2.5 REGISTRATION FEES

In accordance with Act 484 of 2009 and Act 351 of 2011, all Arkansas motor vehicle dealers are required to print and place temporary buyers tags on all unregistered vehicles at the time of sale. Temporary Tag Fees will be ascertained and added to the Vehicle Registration Certificate Form. Contractors may not charge fees higher than the established amounts. Fees may be increased only as rate changes are imposed by the Arkansas Legislature.

2.6 ACCEPTANCE STANDARDS

Inspection and acceptance/rejection of product(s) will be made within fourteen (14) days of receipt.

2.7 INSPECTION AND TEST PROCEDURES

The awarded Contractor shall be responsible for performing all inspections. The Academy reserves the right to make any inspections on selected fire apparatus deemed necessary, for evaluation purposes, to ensure compliance with the specification and bid requirements.

SECTION 3 – TERMS AND CONDITIONS

3.1 TERMS AND CONDITIONS

By submitting a bid, the Contractor agrees to be governed by the terms and conditions set forth in this document. Any bid containing variations from terms and conditions set forth herein which are determined to be unacceptable to the College may result in the disqualification of your bid. Examples include, but are not limited to, indemnification statements, subjugation to the laws of another state, and limitations on remedies. A contract agreement to be executed by all duly authorized representatives, this IFB, and the successful Contractor's bid will constitute the awarded contract.

3.2 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.

3.4 PROPRIETARY INFORMATION

The College considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and, therefore; shall be subject to public disclosure. Any portion of the bid will be disclosed to the members of the evaluation team and other necessary staff prior to the contract award. The College retains the right to disclose the name of the successful bidder, the amount of the contract, and any information in the bid that is pertinent to the selection of the Contractor.

Any information of a proprietary nature that the respondent does not want disclosed to the public or used for any purpose other than evaluation of this offer should be on separate sheets. Each sheet containing such information must be appropriately marked "Confidential" at the top and bottom.

SECTION 4 - STATE REQUIREMENTS

4.1 NON-DISCRIMINATION

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

4.2 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.

4.3 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 bid response a copy of the company's EQUAL OPPORTUNITY POLICY.

4.4 ILLEGAL IMMIGRANT RESTRICTION

No state agency may enter into or renew a public contract for services with a contractor who employs or contracts with an illegal immigrant. A contractor shall certify that it does not employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-11-10

4.5 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.

4.6 DISCLOSURE OF CONTRACTS OVER \$25,000 – GOVERNOR’S EXECUTIVE ORDER 98-04

No contract for commodities or services greater than \$25,000, and no discretionary grant greater than \$25,000 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 bid.

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 RFP. 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.

4.7 ENERGY, FOSSIL FUEL, FIREARMS, AND AMMUNITION INDUSTRIES BOYCOTT RESTRICTION:

For contracts valued at, or exceeding, \$75,000. 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 an Energy, Fossil Fuel, Firearms, or Ammunition Industry. If a company does boycott any of these industries, see Arkansas Code Annotated §25-1-1102.