FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT

520 Fifth Ave. Fairbanks, AK 99701 (907) 452-2000 (907) 451-4465 [fax]

INVITATION FOR BIDS

Solicitation No: 24-F0013

Greetings:

You are invited to submit your bids for:

DYNASTY 300 TIG RUNNER WELDER

Bids must be received at the School District Purchasing Office prior to: 10/28 at 4:00 PM
where they will be opened in public and read aloud.

A pre-bid conference for the discussion of specifications will be held at the Purchasing Department at 1:30 PM on 10/17/24.

To attend virtually via Google Meet:
Video Link: meet.google.com/iro-gdwf-wtw
Or dial: (US) +1 570-481-1235 ; PIN: 794 222 912#

Method of Award: AGGREGATE

This solicitation consists of the sections listed in the table of contents which will be part of any resulting contract.

FAX 'D BIDS ARE NOT ACCEPTABLE. Sealed Bids shall be submitted on the BID SCHEDULE AND OFFER provided in Section IV. The BID SCHEDULE AND OFFER will be completed in accordance with the instructions provided herein and signed by an officer authorized to bind the company.

Sincerely,

Cleofe G. Martian
Purchasing Agent

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SECTION I - INSTRUCTIONS TO BIDDERS
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1. AUTHORITY

This solicitation is issued pursuant to Fairbanks North Star Borough School District Board Policy 440 as supplemented by Administrative Regulation 440.12.

2. PURPOSE

These instructions outline the procedures to be followed in submission of a bid or quotation, the evaluation of bids and quotations, and the award of a contract. The terms "solicitation", "request for quotation" (RFQ), and "invitation for bids" (IFB) are used interchangeably and have the same meaning in these instructions. The terms "offer", "bid", and "quotation" all refer to a vendor's offer to sell at the prices specified on the bid schedule and are used interchangeably.

3. SOLICITATION REVIEW

Offerors shall carefully review this solicitation for ambiguities. Offeror's comments concerning ambiguities in this solicitation must be made in writing and received by the Buyer at least four (4) working days before the due date. Such comments will allow time for an amendment to be issued, if one is required. Offerors should send any such comments to the Buyer listed on the front of this solicitation. Offeror's protests based upon any omissions, errors, or the content of this solicitation will be disallowed if not made known prior to the solicitation opening.

4. INTERPRETATION OR REPRESENTATIONS

The FNSB School District assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated in a written amendment to

this solicitation. No oral interpretation will be made to any Offeror as to the meaning of this solicitation or any part thereof. Every request for such interpretation shall be made in writing to the Buyer. Oral explanations or instructions given before the award of the contract will not be binding. Every interpretation made to an offeror will be in the form of an amendment to this solicitation, but it shall be the offeror's responsibility to make inquiry as to the amendments issued. All amendments shall become part of the contract and all offerors shall acknowledge receipt of the amendments. Failure to acknowledge receipt of the amendment may be cause for rejection of bids as non-responsive.

5. **PRE-BID CONFERENCE**

Pre-bid conferences are held to give bidders an opportunity to address deficiencies, defective specifications, and other concerns contained in the bid document. The purpose is to identify and resolve issues that have the potential of generating an award protest based on defective or ambiguous specifications. Unless defective specifications are brought to the FNSB School District's attention at the pre-bid conference, or as stated in the "Solicitation Review" clause, above, protests or appeals of award based on alleged defective specifications will not be favorably considered.

6. **CONFLICTING TERMS**

In the event that the Special Terms and Conditions (Section III) conflict with the Conditions of Purchase (Section II) or the Instructions to Bidders (Section I), the Special Terms and Conditions shall take precedence over Sections I and II of this solicitation.

7. **SOLICITATION FORMS**

Offerors will submit the signed Section III- Special Terms and Conditions and bids or quotations on the BID SCHEDULE AND OFFER provided in Section IV. Bids shall be signed in the designated field of the BID SCHEDULE AND OFFER form by an agent authorized to bind the company submitting the bid. All alterations/corrections of the bid shall be initialed by the signer of the bid.

8. **QUANTITIES**

Unless otherwise specified herein, the School District intends to purchase the quantities indicated on the BID SCHEDULE AND OFFER form. However the School District's requirements may increase prior to issuing a purchase order and reserves the right to increase quantities at its discretion.

9. **FIRM PRICING**

Unless otherwise specified herein, the vendor shall hold prices bid good and firm for a period of 60 days to allow for bid evaluation. If this solicitation is for a requirements or term contract, the period of performance is specified in Section IV, Bid Schedule and Offer.

10. **SUBMITTING BIDS**

a. Bids must be submitted in a sealed envelope, marked and addressed as shown below. Envelopes with bid numbers written on the outside will not be opened until the scheduled date and time. Bids must be received prior to the opening date and time.

| Bidder's Return Address
XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX

FNSB School District
Purchasing Department
3rd Floor, Suite C
520 5th Ave
Fairbanks, Alaska 99701

Bid No: (insert the bid number on your envelope)
| Opening Date: (insert the opening date on your envelope)

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b. Neither the Fairbanks North Star Borough School District nor its officers or employees shall be responsible for the premature opening or failure to open a bid which is not properly addressed and identified.

c. The FNSB School District Purchasing Department is located at 520 5th Ave, Fairbanks, Alaska, 99701; and is open for business from 8:00 a.m. to 12:00 noon and 1:00 p.m. to 4:30 p.m., Monday through Friday. Acceptance of Special Delivery mail is not available Saturday, Sunday or holidays. The ultimate responsibility for the delivery of the bid document lies with the bidder. The FNSB School District shall make no concession regarding postal service or any other form of conveyance of the bid document even when timely delivery of the bid fails through no fault of the bidder.

d. Bidders are encouraged to mail return bids at least five (5) working days prior to bid opening. Bids mailed less than five (5) working days before opening should be sent by Postal Express, DHL Courier Express, or similar service.

e. This is a suggestion only to minimize late bids received and does not negate the aforementioned disposition of late bids.

11. **LATE BIDS**

Bids received after the exact date and time specified for opening shall not be considered, and shall be held unopened by the FNSB School District until after the award of the contract. The FNSB School District reserves the right, at its discretion, to consider bids which have been delayed or mishandled by the FNSB School District.

12. **PRICES**

a. The offeror shall state prices in the units of purchase specified on the BID SCHEDULE AND OFFER form. Prices quoted for commodities or services must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized, or the services can be provided without further cost.

b. Prices quoted must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the FNSB School District, the offeror may list such taxes separately, directly below the unit price for the affected item.

c. The School District shall receive the benefit of any general reduction in Seller's price prior to delivery and in no event shall the School District be charged higher prices than the Seller's similar customers who take delivery in substantially the same amounts and substantially similar circumstances.

13. **SPECIFICATIONS**

The specifications contained herein reflect items that have been purchased in the past or of known quality and are acceptable to the FNSB School District. If the item specifications indicate "or equal" or "approved equal", Offerors may offer other than the specified item if the item offered is equal to that specified in general style, type, quality, workmanship, economy of operation, performance, characteristics, and suitability for the purpose intended. Offerors must identify the brand name offered, provide descriptive literature, and be prepared to provide samples if called for during evaluation. Descriptive literature provided must be of sufficient scope so as to allow the FNSB School District to make an intelligent determination as to the suitability of the product offered for the FNSB School District's needs. Failure to provide adequate descriptive literature may be cause to declare the bid non-responsive and reject the bid. The FNSB School District retains the sole right to determine if a product offered is, in fact, equal to that specified in this RFQ. If there is any doubt as to the suitability of a product offered on an or equal basis, the product will be rejected in favor of an offer to provide the specified product. The offeror warrants the alternate product to be equal or better than the specified item in quality, workmanship, economy of operation, performance, and characteristics; and is suitable for the purpose intended. If the item specifications indicates "no substitute" or "only", offers for only the specified item will be considered.

All items provided as a result of this solicitation shall be new, manufacturers warranties shall survive School District ownership and the offeror shall honor such warranties.

14. **ALTERNATE BIDS**

Alternate bids will not be considered unless specifically requested.

15. **WITHDRAWAL, MODIFICATION, OR CORRECTION**

Bids may be modified, corrected, or withdrawn on written, FAX or emailed requests if received prior to the time set for bid opening. Bids may not be modified, corrected or withdrawn verbally. The offeror bears the same responsibility for delivery of bid modifications, corrections or withdrawals as for the original document. All modifications, corrections, or requests for withdrawals must be clearly marked as such. The original bid, as modified by such written communication will be considered as the offer. No offeror will be permitted to withdraw his bid after the time set for opening bids.

16. **VENDOR TAX ID NUMBER**

If goods or services procured through this solicitation must be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the FNSB School District before payment will be made.

17. **ACCEPTANCE OR REJECTION OF BIDS**

a. The FNSB School District may cancel the solicitation if such cancellation is in the best interest of the FNSB School District.

b. A bid may be rejected when (1) the bid is not signed, (2) the offeror has failed to perform under some other contract with the FNSB School District, (3) the offeror fails to supply bid or performance bonds, plans, specifications, samples, descriptive literature, etc., when such item is called for in this solicitation, (4) the bid fails to include acknowledgment of all amendments issued, (5) the bid contains an alteration or erasure which is not initialed by the signer, (6) the offeror changes or qualifies a material term or condition of the solicitation.

c. The FNSB School District has the authority to waive any and all minor deviations or irregularities on any or all bids.

d. The School District reserves the right to reject all offers and procure the specified supplies or services from contracts let by other government agencies.

18. **AWARD OF CONTRACT**

a. The resulting contract will be awarded to the responsible offeror submitting the low, responsive bid complying with the requirements of this invitation, provided his bid is reasonable and it is in the best interest of the FNSB School District to accept it. The FNSB School District, however, reserves the right to reject any and all bids and to waive any minor informality or irregularity in bids received whenever such rejection or waiver is in the FNSB School District's best interest.

b. The FNSB School District reserves the right to reject the bid of an offeror who has previously failed to perform properly or complete on time contracts of a similar nature; to reject the bid of an offeror who is not, in the opinion of the FNSB School District, in a position or qualified to perform the contract; and any or all bids when such rejection is in the best interest of the FNSB School District.

c. A contract will be awarded by issuing a School District Purchase Order to the successful offeror.

d. Public notice of award will be made through posting a tabulation of bids/quotations to the School district "Bid Board" located outside the Purchasing Dept. in the Administrative Center.

e. Method of Award: .

i. An award in the aggregate is an "all or nothing" solicitation where the award is made to the bidder whose total price is the lowest. The total price is calculated as the sum of the extended prices. The extended prices are calculated by multiplying the bid price times

the quantity. You must bid on every item in an aggregate award solicitation for your bid to be responsive.

ii. An award by lot is several aggregate award groups consolidated into one solicitation. Each lot is awarded separately. The lot bid is calculated the same as an aggregate award except each lot is calculated separately. You must bid on every item within a lot for your bid to be considered responsive for that lot.

19. **CONTRACT FUNDING**

Award in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and allocated by the School Board, the School District reserves the right to cancel multi-year term or requirements at no penalty.

20. **QUALIFICATIONS OF OFFERORS**

At the option of the FNSB School District, and prior to Contract Award, an offeror may be requested to submit a detailed statement of his qualifications, including his previous experience in performing similar or comparable contracts, his business and technical organization, his financial resources and his equipment and plant available to be used in performing the contemplated contract. The FNSB School District shall have the right to take such steps as it deems necessary to determine the ability of the offeror to perform his obligations under the Contract and the offeror shall furnish the FNSB School District all such information and data for this purpose as may be requested. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the FNSB School District the offeror is qualified to carry out properly the terms of the Contract.

21. **RESPONSIVE BID**

A responsive bid is one which conforms in all material respects to the solicitation. The FNSB School District reserves the right to waive technicalities or minor informalities in determining an offeror's responsiveness.

22. **RESPONSIBLE OFFEROR**

A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

23. **AGGRIEVED BIDDERS**

The FNSB School District administration shall post its Notice of Intent to Award by 12:00 noon, on Wednesday preceding the scheduled Tuesday School Board meeting for those contracts requiring School Board approval. Any aggrieved bidder may appeal the award of a contract to the School Board in writing, for those contracts requiring School Board action. The appeal must be received by the Director of Procurement prior to 12:00 noon on the day of the School Board meeting at which award of the contract is to be made. Appeals of contract awards not requiring School Board action must be submitted not later than close of business five (5) calendar days after the posting the bid results at the Purchasing Office. The appeal must include the name of the person submitting the protest, the name of the bidder represented by that person, the specific bid which is being appealed, a detailed explanation of the reasons for the appeal and the form of relief requested. The aggrieved bidder must serve all other bidders with the notice of the appeal in order to afford them the opportunity to rebut. Failure to given written notice of the appeal provided herein constitutes a waiver by the aggrieved bidder's right of any objection to the award. (FNSB School District Board Policy 442.21 - 442.24; Administrative Regulation 440.12.6.C)

24. **BID PREPARATION COSTS**

The FNSB School District is not liable for any costs incurred by the offeror in bid preparation.

SECTION II - CONDITIONS OF PURCHASE GOODS

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FNSB School District is hereinafter referred to as "Buyer".

The following conditions apply to any Purchase Order issued by the Buyer as a result of this solicitation.

1. ACCEPTANCE

Issue of a School District Purchase Order shall constitute acceptance of the Bidder's offer including all the terms and conditions specified in the solicitation. Receipt of a Purchase Order shall cause initiation of performance by the Seller. Acceptance is limited to the terms stated herein. Any additional or different terms and conditions proposed by the Seller are rejected unless expressly agreed to in writing by an authorized representative of the Buyer's Purchasing Department.

2. APPLICABLE LAW AND DISPUTES

Any dispute with respect to this Order shall be governed by the laws of Alaska and FNSB School Board Policies. Any appeal of an administrative order and any original action to enforce any provision of this agreement or to obtain any relief from remedy in connection with this agreement may be brought only in the Superior Court for the Fourth Judicial District of Alaska.

3. CONTINUING OBLIGATION OF SELLER

Notwithstanding the expiration date of a contract resulting from this Order, the Seller is obligated to fulfill his responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

4. **ASSIGNMENT**

This Order or any interest hereunder shall not be assigned or transferred by the Seller without the prior written consent of the Buyer. The Buyer shall not consent to any proposed assignment unless and until the Seller furnishes the Buyer with two (2) executed copies of the assignment.

5. **CHANGES**

The Buyer may, at any time, and from time to time by written order from the Buyer's Purchasing Department to the Seller, make changes in any one or more of the following: (a) method of shipment or packing; and (b) time and/or place of delivery; and (c) the quantity of items ordered. If such change causes an increase or decrease in the price of the Order or the time required to perform, an equitable adjustment shall be made and the Order modified in writing accordingly. Any claim by the Seller hereunder must be asserted in writing within fifteen (15) days from the date the change is ordered. Whether made pursuant to this clause or by mutual agreement, changes shall not be binding upon the Buyer, except when confirmed in writing by a member of the Buyer's Purchasing Department.

6. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

The Seller shall comply with all applicable Federal, State and Local laws and ordinances and all lawful orders, rules and regulations thereunder, including the applicable provisions of the Fair Labor Standards Act of 1938 as amended (29 U.S.C. Sec. 201219) and the Occupational Safety and Health Act of 1970 and all regulations and standards and any amendments issued pursuant thereto. The Seller warrants that the items delivered shall comply with the foregoing.

7. **NON-DISCRIMINATION**

The Fairbanks North Star Borough School District and all covered subcontractors shall abide by the requirements of 41 CFR§§ 60-1.4(a), 29 CFR Part 741, Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability.

The Seller shall comply with the applicable provisions of the Federal Civil Rights Act of l964 and all amendments thereto, and the Equal Employment Opportunity Act and all amendments thereto, the FNSB School Board Policy, article 441, and all regulations issued thereunder by the Federal and State governments. If the contractor fails to comply with such acts and regulations, the School District shall have the right to immediately terminate this contract.

8. **INDEMNITY**

Except for claims arising out of acts caused by the sole negligence of the Buyer, its agents, servants or employees, the Seller agrees to indemnify and hold harmless the School District, its agents, servants and employees, from acts or omissions of any nature whatsoever of the Seller, its agents, servants and employees, causing injury to, or death of person(s) or damage to property during the term of this contract, and from any expense incident to the defense of the School District therefrom. The Seller agrees to hold the FNSB School District harmless from and to defend it against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials which are the subject of this Order.

9. **DEFAULT**

a. The Buyer may terminate this Order in whole or in part by written, telegraphic, or FAX notice:

   i. if the Seller shall become insolvent or make a general assignment for the benefit of creditors, or

   ii. if the Seller shall become insolvent or make a general assignment for the benefit of creditors, or

iii. if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed, or

iv. if the Seller fails to make delivery of the items or to perform the services within the time specified in this Order, or any increments thereof or extensions thereto, or

v. if the Seller fails to perform any other obligations under this Order, or so fails to make progress, so as to endanger performance of this Order, or

vi. if the Seller's financial condition shall become such as to endanger completion of performance.

b. If the Buyer terminates this Order in whole or in part as provided in paragraph (9.1) of this clause, the Buyer may procure, upon such terms and in such manner as the Buyer may deem appropriate, items similar to those terminated, and the Seller shall be liable to the Buyer for any excess costs of such similar items; however, the Seller shall continue the performance of this Order to the extent not terminated,

c. The rights and remedies of the Buyer provided in this clause shall not be exclusive, and are in addition to any others rights and remedies provided by law or under this Order.

10. **DELAYS**

The Seller shall not be liable for any delays in delivery caused by circumstances beyond its control including acts of God or of the public enemy, acts of the United States Government, fire, floods, epidemics, quarantine restrictions, strikes, or embargoes. When any delays in delivery will occur or are anticipated, the Seller shall immediately give notice thereof to the Buyer.

11. **DELIVERY**

The Buyer reserves the right to refuse late deliveries. Overshipment allowances, if authorized, will be applied to the entire Order. If the Buyer agrees to accept deliveries after the date of delivery has passed, the Buyer shall have the right to direct the Seller to make shipment to the delivery point set forth in this Order by the most expeditious means and the total cost of such expedited shipment and handling shall be borne by the Seller. Acceptance of late deliveries shall not be deemed a waiver of the Buyer's right to hold the Seller liable for any loss or damage resulting therefrom, nor shall it act as a modification of the Seller's obligation to make future deliveries in accordance with the delivery schedule.

12. **MATERIAL SAFETY DATA SHEETS**

In accordance with SARA (Superfund Amendments and Reauthorization Act) Title III, the Seller is required to provide Material Safety Data Sheets (MSDS) for all hazardous and potentially hazardous material shipped pursuant to this order. The appropriate MSDS shall be included with each shipment if required by the SARA.

13. **INSPECTION AND ACCEPTANCE**

a. All items are subject to final inspection and acceptance after delivery at the Buyer's plant.

b. If any items are defective in material or workmanship or otherwise not in conformity with the requirements of this Order, the Buyer shall have the right to require their correction or to require replacement.

c. Final acceptance or rejection shall be made by the Buyer as promptly as practicable after delivery. If not rejected within ten (10) working days after delivery, items shall be deemed to have been accepted.

d. Final acceptance shall be conclusive except with respect to latent defects, fraud or such gross mistakes as amount to fraud, or with respect to the Buyer's rights under the "Warranty" clause.

14. **INVOICING AND PAYMENT**

A separate invoice shall be issued for each shipment and shall include the Purchase Order number. Invoices shall not be issued prior to delivery of items. Payment shall not be made prior to receipt of items

and an invoice. Credit and discount periods will be computed from the date of receipt of the invoice to the date the Buyer's check is mailed. Payment will be made thirty (30) days after the latter of (1) receipt of goods, (2) receipt of proper billing for goods, and (3) receipt of all documents required by this Order. The FNSB School District will not pay state/local taxes, interest or late charges.

15. **MODIFICATION OF ORDER**

This Order contains all the agreements and conditions of sale and no course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Order. The terms and conditions contained in this Order may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized representative of the Buyer's Purchasing Department and delivered by the Buyer to the Seller. Each delivery shall be deemed to be only upon the terms and conditions contained in this Order notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice or other form of the Seller, and notwithstanding the Buyer's act of accepting or paying for any delivery or similar act of the Buyer.

16. **NO WAIVER OF CONDITIONS**

The Buyer's failure to insist upon strict compliance shall not be deemed to be a waiver of any right, and waiver of a right under this Order shall not constitute a waiver of any other right or waiver of any other default under this Order.

17. **PACKING AND MARKING**

The Seller shall be responsible for safe and adequate packing of the items which shall conform to the requirements of carriers' tariffs. The Seller shall separately mark all cases and packages with the appropriate Purchase Order number. An itemized packing slip, bearing the Purchase Order number shall be placed in each container. No extra charge shall be made for packaging or packing materials unless authority therefore is set forth in this Order.

18. **PATENT INDEMNITY**

The Seller shall indemnify and hold harmless the Buyer, its customers and those for whom the Buyer may act, from and against all legal expenses which may be incurred as well as all damages, losses and costs which may be assessed against or borne by the Buyer by reason of any and all actions or proceedings charging infringement of any patent, trademark or copyright by reason of the sale or use of any items delivered hereunder. If the use or sale of such item, with respect to which the Seller indemnifies the Buyer, is enjoined as a result of such action or proceeding, the Seller, at no expense to the Buyer, shall obtain for the Buyer and its customers, the right to use and sell said items or shall substitute equivalent items. In the event that the Seller is unable to secure an equivalent item as a substitute, the Seller will indemnify the Buyer and its customers for any kind and all losses or damages sustained by reason of such injunction and infringement.

19. **PRICES**

The Seller warrants that the price of the items covered by this Order are not in excess of the Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items.

20. **SHIPPING INSTRUCTIONS**

a. Purchase Orders issued as a result of this solicitation are for "prompt or immediate shipment" of the goods contained thereon. Unless otherwise specified, delivery will be made not later than 30 days after receipt of a Purchase Order. "Time is of the essence" for this contract and a resulting Purchase Order is subject to cancellation for failure to deliver on time.

b. FOB Point:

FNSB School District
Shipping & Receiving
1300 Minnie Street
Fairbanks, AK 99701

c. Sub-Arctic Climate

Offerors are advised that Fairbanks is located in a sub-arctic climate zone and should plan shipments of any product subject to freezing and subsequent damage by a heated means of conveyance. Shipments are subject to below freezing temperatures from September through April.

d. The Buyer's Purchase Order number must appear on all invoices, packing lists, packages, shipping notices, and correspondence. Memorandum of contents shall be enclosed in each box or package.

e. All shipments of hazardous material must be accompanied by Material Safety Data Sheets in accordance with applicable laws.

21. **TAXES**

The School District is exempt from Federal, State, and Local taxes. A certificate of tax exemption will be provided to the Seller on request.

22. **TITLE AND RISK OF LOSS**

The Seller shall retain title to and risk of loss or damage to all items to be delivered hereunder until final acceptance by the Buyer at the Buyer's plant.

23. **WARRANTY**

The Seller warrants that the items, at time of delivery, shall conform to the Seller's specifications, the requirements of this Order, approved sample or samples, if any, and are free from defects in design, material and workmanship. This warranty shall remain in effect for a three (3) year period after delivery or for such period of time as the item is normally warranted. At the Buyer's option, the Seller shall promptly either repair or replace defective items after receipt of the Buyer's written notice of a defect. Transportation charges for the return and redelivery of defective items shall be borne by the Seller. All implied warranties recognized by the Uniform Commercial Code apply to this Order and the Seller shall not issue any disclaimer to the UCC. Unless otherwise stated herein, all items shall be new, manufacturers warranties shall survive School District ownership and the Seller shall honor such warranties.

24. **TERMINATION FOR CONVENIENCE**

The School District may terminate a contract, in whole or in part, without showing cause upon giving written notice to the Contractor. The School District shall pay all reasonable costs incurred by the Contractor up to the date of termination. The Contractor will not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

25. **TERMINATION CONTINGENCY**

If the Buyer terminates this Contract in whole or in part under the "Default", "Termination for Convenience", "Price Escalation/de-escalation" clauses, or any other reason authorized by the School Board Procurement Policy or contained herein , the Buyer may cover by procurement of items or services similar to those terminated, upon such terms and in such a manner as the Buyer may deem appropriate

SECTION III - SPECIAL TERMS AND CONDITIONS

FEDERAL GRANT COMPLIANCE CERTIFICATION

Education Department General Administrative Regulations (EDGAR). When an entity seeks to procure goods and services using funds under a Federal grant or contract, specific Federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (Code of Federal Regulations, sometimes referred to as the "Uniform Guidance", Federal Acquisition Regulations "FAR," or "EDGAR"). All Vendors desiring to contract with the District must complete this EDGAR Certification Form regarding their willingness and ability to comply with certain requirements which *may* apply to specific purchases using federal grant funds.

RE: Title 2 Grants and Agreements

Part / Section	
Subtitle A	**Office of Management and Budget Guidance for Grants and Agreements**
1 – 299	
Chapter II	**Office of Management and Budget Guidance**
200 – 299	

Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

For each of the items below, Vendor shall certify their agreement and ability to comply, where applicable, by having their authorized representative check the boxes 1-14, and sign the Signature Page**.**

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1. Vendor Violation or Breach of Contract Terms:

Where applicable, for contracts for more than the simplified acquisition threshold, the contract must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to these General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or District's ancillary contract; any bid or contract submitted by the Vendor must be consistent with and protect the District at least to the same extent as the FNSBSD Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

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2. Termination for Cause or Convenience:

For any purchase or contract in excess of $10,000 made using federal funds, the FNSBSD may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the FNSBSD shall only be

required to pay Vendor for goods or services delivered prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the FNSBSD has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

3. **Equal Employment Opportunity:**

Where applicable, and except as otherwise provided under 41 CFR Part 60, all contracts shall include the equal opportunity clause provided under 41 CFR 60-1.4(b). The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

4. **Davis-Bacon & Anti-Kickback:**

Where applicable, for all construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week. Current prevailing wage determinations issued by the Department of Labor are available at Sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that, where applicable, it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

5. **Contract Work Hours and Safety Standards:**

Where applicable, for all purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis

of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

6. **Right to Inventions Made Under a Contract or Agreement:**
Where applicable, and if the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:
Where applicable, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

☐ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:
A contract award or order must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in

SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the District all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

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9. Anti-Lobbying Certification:

Vendor certifies that Federal appropriated funds have not and will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Vendors must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☐ **YES**, I agree. ☐ **NO**, I do not agree.

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10. **Procurement of Recovered Materials:**

Where applicable, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act and shall provide such information and certifications as the District may require to confirm compliance. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000, procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

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11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to using federal funds. When required by the District, Vendor agrees to provide such information or certification as may reasonably be requested by the District regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by the District, Vendor agrees to provide such information or certification as may reasonably be requested by the District to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

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13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, the District may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by the District, Vendor agrees to provide information and negotiate with the District regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the District shall not exceed the awarded pricing, including any applicable discount, under Cooperative Contracts.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

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14. General Compliance and Cooperation:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from the District, it shall make a good faith effort to work with the District to provide such information and to satisfy such requirements as may apply to a particular purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Authorized Signature:_____ Date: _____

SECTION IV- BID SCHEDULE AND OFFER

Bids must be received by: 10/28/2024 at 4:00 PM

Line	Item Number	Description	Unit	Qty
1	**895-40**	**DYNASTY 300 TIG RUNNER WELDER** Dynasty 300, AC/DC, Power Source w/Cooler Power Supply & Running Gear; **Processes:** AC/DC TIG (GTAW) Pulsed TIG (GTAW-P) Stick (SMAW) Air carbon arc (CAC-A) **Input Power**: 208–600 V, 3-phase or 1-phase power **Amperage Range:** 1 - 300 A (DC) 2 - 300 A (AC) **Rated Output:** 250 A at 20 V, 60% duty cycle **Net Weight:** 55 lb. (25 kg) **Brand/Model:** MILLER ELECTRIC **Mfr. Model:** 907818002 ONLY	**EA**	**6**

Vendor Brand:_____ Vendor Model#:_____

Check if same brand shown above [ ] Check if same model# shown above [ ]

Vendor Item/Order No:_____ Vendor Unit Price*:_____

NOTE: PRICES QUOTED MUST INCLUDE ALL COSTS ASSOCIATED WITH SHIPPING, PACKING, AND DELIVERY TO THE F.O.B. POINT, WITHIN THE TIME SPECIFIED.

OFFER

The undersigned agrees, if this offer is accepted, to furnish any or all items upon which prices are offered at the price entered on this schedule, delivered at the designated point, within the time specified.

The offeror certifies that:

1. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered,

2. The prices in this offer have not and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract award unless otherwise authorized by law, and

3. No attempt has been made or will be made by the offeror to induce any domestic concern, or foreign subsidiary or affiliate of any domestic concern that is controlled by a domestic concern, to submit or not to submit an offer for the purpose of restricting competition, nor will they or have they used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other covered award.

Acknowledgment of Amendments:	Amendment No.	Date
	_____	_____
	_____	_____
	_____	_____

_____ _____

Signature - Individual Authorized to Bind Firm Date

Typed or Printed Name

Alaska Business License Number: _____

Business Name: _____

Mailing Address: _____

Business Address (Street Address): _____

Phone: _____

FAX: _____

Email Bid Results to: _____