



## INVITATION FOR BID (IFB) FORMAL BID

|                                          |                                                                    |                                   |                                            |
|------------------------------------------|--------------------------------------------------------------------|-----------------------------------|--------------------------------------------|
| <b>Bid Number:</b>                       | <b>NWACC IFB-27-01</b>                                             | <b>Issue Date:</b>                | September 25, 2026                         |
| <b>Commodity Description:</b>            | <b>Rational Commercial<br/>Kitchen Equipment</b>                   | <b>Terms:</b>                     | NET 30                                     |
| <b>FOB Destination Delivery Address:</b> | NWACC – Brightwater<br>801 SE 8th St #71,<br>Bentonville, AR 72712 | <b>Bid Opening Date and Time:</b> | <b>October 13, 2026<br/>10:00 a.m. CST</b> |

### PROCUREMENT CONTACT INFORMATION

|              |                                                                |               |                                                                |
|--------------|----------------------------------------------------------------|---------------|----------------------------------------------------------------|
| <b>Name:</b> | Karen Walls, CPPB, APO<br>Director of Purchasing and Contracts | <b>Email:</b> | <a href="mailto:purchasing@nwacc.edu">purchasing@nwacc.edu</a> |
|--------------|----------------------------------------------------------------|---------------|----------------------------------------------------------------|

### MAILING ADDRESS for Bid Submittal:

|                                                                                                                                                                  |                                                                                                                                                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Delivery Address for Bid</b><br><b>Northwest Arkansas</b><br><b>Community College</b><br>c/o Central Receiving<br>3104 SE Lay Avenue<br>Bentonville, AR 72712 | <b>In person</b><br><b>Delivery Address</b><br><b>NWACC</b><br><b>ATTN: Purchasing</b><br>Burns Hall BH 1128<br>One College Drive,<br>Bentonville, AR 72712 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|

#### Instructions:

- Bids should be submitted by the time and date specified above.
- The Prospective Contractor should provide the information below.
- **This IFB must be sealed and mailed!**
- ***In addition to the original Response Packet, the following items should be submitted: a. One (1) usb-flash drive with a copy of the Response Packet. b. All additional hard copies and electronic copies must be identical to the original hard copy. In case of a discrepancy, the original hard copy shall govern.***

### PROSPECTIVE CONTRACTOR INFORMATION

|                             |                              |
|-----------------------------|------------------------------|
| Company Name: _____         |                              |
| Name (type or print): _____ | Title: _____                 |
| Address: _____              |                              |
| City: _____                 | State: _____ ZIP Code: _____ |
| Telephone Number: _____     | Fax Number: _____            |
| E-Mail Address: _____       |                              |
| Signature: _____            |                              |

## **SECTION 1 – INFORMATION AND INSTRUCTIONS**

### **INTRODUCTION**

Northwest Arkansas Community College (NWACC) issued this Invitation for Bid (IFB) to obtain pricing for Rational Equipment for the Brightwater Culinary School. **No Substitution on Make and Model.**  
Vendors must be a PIE – Partners in Education  
Vendors should be located within a 2 hour radius of Bentonville, AR 72712

### **BID OPENING**

**Date: 10-13-2026 at 10:00 am**

**Northwest Arkansas**

**Community College**

**One College Drive**

**Bentonville, AR 72712**

### **OBJECTIVE AND GOALS**

The Department seeks the Rational equipment and associated equipment.

PIE – Partner in Education – Providing:

One complimentary Teaching Lab Accessory kit per appliance.

Instructional learning with students and RATIONAL- led Cont. Education workshops for instructors.

Up to 6 ACF CEH credits are available.

### **TYPE OF CONTRACT**

- A. As a result of this IFB, the Department intends to award a contract to a single Contractor. The anticipated starting date for any resulting contract is October **2026**. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as irrevocable for this period.
- B. It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for the retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

### **CONTRACTOR SELECTION**

- A. 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 outlined in the IFB, based on the Total Annual Cost/Estimated Total Cost, etc. of the Official Bid Price Sheet submitted by the Prospective Contractor.
- B. NWACC reserves the right to determine that received costs from any vendor are unreasonable (too high for the requirements of the subject solicitation) or unrealistic (too low to reflect the ability of the offeror to meet the requirements of the solicitation). When NWACC determines that pricing is potentially unrealistic or unreasonable, the College may request that an offeror clarify pricing elements, and the offeror may be removed from consideration for a solicitation at NWACC's sole discretion.
- C. If the College so chooses, negotiations may be conducted with the lowest-bidding, responsive and responsible Prospective Contractor if:
  - 1. All bids received from responsive and responsible bidders exceed available funding; or

2. It appears that additional savings to the College may result from negotiation.
- D. If negotiations fail to result in a contract, the College may negotiate with the next lowest-bidding, responsive and responsible Prospective Contractor.
1. The negotiation process may be repeated until an acceptable lower bid price is negotiated, or until such time the College determines negotiations are no longer in the best interest of the College.
  2. Negotiations are conducted at the sole discretion of the College.
- E. A contract is not effective prior to final award being made by the College; some contracts may be subject to Legislative review before final award.

## RESPONSE DOCUMENTS

- A. All bids **must** be submitted to the delivery address and by the submission deadline on page one(1) of the IFB.
- B. *Bid Response Packet*
1. Prospective Contractors **shall** utilize the *Official Price Sheet* 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 in ink or digital.
    - b. Completed Official Price Sheet
      - i. Pricing **must** be proposed in U.S. dollars and cents.
      - ii. Prices **must** be firm offers.
      - iii. Discount from list-price bidding is not acceptable unless requested elsewhere in the Solicitation.
      - iv. State and local sales taxes should **not be** included in the bid price. Deduct trade discounts from the unit price, and show the net price in the bid.
  3. The following items, which **must** be submitted before 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*
    - b. Copy of Prospective Contractor's *Equal Opportunity Policy*
      - i. Pursuant to Arkansas Code Annotated § 19-60-104, 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.
  4. PROPRIETARY INFORMATION
    - a. Submission documents pertaining to this Bid Solicitation become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
    - b. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the Response Packet.
    - c. Except for the redacted information, the redacted copy must be identical to the original hard copy,

reflecting the same pagination as the original and showing the space from which information was redacted.

d. The vendor shall be responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.

e. The redacted copy shall be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor.

f. If a redacted copy of the submission documents is not provided with vendor's response packet, a copy of the non-redacted documents, with the exception of financial data, shall be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).

g. If the State deems redacted information to be subject to FOIA, the vendor will be contacted prior to release of the documents.

## SECTION 2 – MINIMUM SPECIFICATIONS AND REQUIREMENTS

### 2.1 Detailed scope of work:

- Rational Restaurant Equipment – No Substitution on Brand and Model
- PIE – Member of Partners In Education Program - provide Teaching Lab Accessory Kit per appliance
- Installation kits
- Water filtration systems
- Travel for installation team
- Installation and setup

Optional Trade In Equipment

## SECTION 3 – SOLICITATION TERMS AND CONDITIONS

### ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is responsible (19-CAR § 1-401).
  1. Bids submitted by Prospective Contractors determined to be non-responsible will be rejected.
- B. A single Prospective Contractor **must** be identified as the prime contractor.
  1. The prime Contractor **shall** be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.
- C. By submitting a bid, the Prospective Contractor represents and warrants:
  1. That the prices in the bid have been arrived at independently, without any collusion with another competing Prospective Contractor.
    - a. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's office for investigation and appropriate legal action (Arkansas Code Annotated § 19-61-403 and 19-61-702).
  2. That the Prospective Contractor has not retained a person to solicit or secure the resulting contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Prospective Contractor for the purpose of securing business.
- D. Qualifications, services, and commodities **must** meet or exceed the required Specifications as outlined in the Solicitation.
- E. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the goods or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:
  1. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code Annotated § 25-1-503),
  2. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code Annotated § 25-1-1102).
- F. Pursuant to Arkansas Procurement Law, the Contractor **shall** certify that the Contractor does not

knowingly employ or contract with illegal immigrants and that the Contractor **shall not** knowingly employ or contract with illegal immigrants during the aggregate term of any contract with the State or any of its departments, institutions, or political subdivisions (Arkansas Code Annotated § 19-60-105).

- G. The Contractor **shall** invoice the College as required by the Department and should not invoice the College in advance of delivery and acceptance of any commodities or services (Arkansas Code Annotated § 19-4-1206).
1. The Contractor should invoice the agency with an itemized list of charges. Reference the Department's purchase order number and/or contract number on each invoice.
  2. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of commodities and services by the Department.
  3. Payment will be made only after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the commodities or services purchased as a whole.
- H. The Prospective Contractor **shall** certify that they are not a company owned in whole or with a majority ownership by the government of the People's Republic of China (a "Scrutinized Company") and that they do not and **shall not** during the aggregate term of the resulting contract employ a Scrutinized Company as a contractor (Arkansas Code Annotated § 25-1-1203).

**NWACC IFB 27-001**

**DESCRIPTION**  
Official Price Sheet

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

**NOTE:**

1. Northwest Arkansas Community College will not be obligated to pay any cost not identified on the Official Bid Price Sheet.
2. Any cost not identified by the bidder but subsequently incurred to achieve successful operation of the equipment will be borne by the bidder.
3. All services to be performed and materials to be produced under the contract will be accomplished in consultation with and under the direction of the College. The College will approve all procedures developed and products provided under the contract. All records and data about the agreement will remain the College's property.
4. The State of Arkansas intends to trade in existing equipment as part of this procurement. The equipment to be traded is offered strictly "**as-is, where-is**" with no warranties, express or implied, as to its condition or operational capability. Bidders may inspect the trade-in equipment by contacting [purchasing@nwacc.edu](mailto:purchasing@nwacc.edu).

**5. PROPERTY TRANSFER AND REMOVAL**

The successful bidder (Contractor) assumes all responsibility and liability for the trade-in equipment upon delivery and acceptance of the new equipment by the State. The Contractor must remove the trade-in equipment from State property at their own expense within **30** business days following the delivery, installation, and formal acceptance of the new equipment.

**OFFICIAL BID PRICE SHEET**

| <b>Item</b>                                                                                                                                               | <b>Qty</b> | <b>Price</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
| Rational ICP20                                                                                                                                            | 1          | \$           |
| Rational ICP6 on ICP10                                                                                                                                    | 1          | \$           |
| Rational IVario 2S                                                                                                                                        | 1          | \$           |
| PIE Program                                                                                                                                               |            | Yes or No    |
| Additional Cost for Installation Kits, Water filtration systems, travel for installation team                                                             |            | \$           |
| Any additional costs needed                                                                                                                               |            | \$           |
| Total                                                                                                                                                     |            | \$           |
| Optional Trade in (may be accepted):<br>Doyon 3T4 208V/ 3 Phase – Steam Injected Deck Oven<br>Age 10 years old<br>Condition: Used/Good<br>Qty 1 – 4 decks | 1          | \$           |
| Total Price for Trade In                                                                                                                                  |            | \$           |

**Delivery may be a factor in the award of the bid.**

**Please provide the delivery, install and clean up of debris at the time of delivery.**

**Delivery \_\_\_\_\_ days after receipt of PO.**

## COMBINED CERTIFICATIONS FOR CONTRACTING WITH THE STATE OF ARKANSAS

Pursuant to Arkansas law, a vendor must certify as specified below and as designated by the applicable laws.

1. **Israel Boycott Restriction:** A public entity shall not contract with a person or company (the "Contractor") unless the Contractor certifies in writing that the Contractor is not currently engaged in a boycott of Israel. If at any time after signing this certification the Contractor decides to boycott Israel, the Contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.
2. **Illegal Immigrant Restriction:** For contracts valued at \$25,000 or greater. No state agency may contract for services with a Contractor who knowingly employs or contracts with an illegal immigrant. The Contractor shall certify that it does not knowingly employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-60-105.
3. **Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction:** For contracts valued at \$75,000 or greater. A public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract. See Arkansas Code Annotated § 25-1-1102.
4. **Scrutinized Company Restriction:** Required with bid or proposal submission. A state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.
5. **Attach the EO policy:** If the company does not have an EO policy, email [procurement@astate.edu](mailto:procurement@astate.edu) and include the company name and state that there is no EO policy on file.

By signing this form, the Contractor agrees and certifies they are in compliance with the certification requirements listed above that are relevant to the contractor's performance under the resulting contract and will remain so for the aggregate term of any resultant contract. Additionally, the Contractor agrees and certifies they shall comply with all Arkansas laws applicable to the contractor's performance under the resulting contract.

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Vendor Signature



**EXECUTIVE ORDER E0-98-04**  
**EXECUTIVE ORDER DISCLOSURE FORM**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
Street City State/Zip County

CONTRACT NO: \_\_\_\_\_ FEDERAL NO: \_\_\_\_\_

CONTRACT EFFECTIVE DATE: \_\_\_\_\_

**B. DISCLOSURE REQUIREMENTS**

Agencies shall require, as a condition of obtaining or renewing a contract, lease, purchase agreement, employment, or grant with any state agency, that any individual desiring to contract with, be employed by, or receive grant benefits from, any state agency shall disclose whether that person is a current or former; member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence. Agencies shall require that any non-individual entity desiring to contract with, or receive grant benefits from, any state agency shall disclose (1.) any position of control, or (2.) any ownership interests of 10% or greater, that is held by a current or former member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence.

As a condition for obtaining funding through a contract, lease, purchase agreement, or a grant with the Department of Health and Human Services, the following information must be disclosed:

Individual contractor indicate below if you are:

|                                            | Current                | Former                 | Term(s) of service |
|--------------------------------------------|------------------------|------------------------|--------------------|
| 1. A member of the general assembly        | Yes/No<br>(circle one) | Yes/No<br>(circle one) |                    |
| 2. A constitutional officer                | Yes/No<br>(circle one) | Yes/No<br>(circle one) |                    |
| 3. A state employee                        | Yes/No<br>(circle one) | Yes/No<br>(circle one) |                    |
| 4. Serving as a commission or board member | Yes/No<br>(circle one) | Yes/No<br>(circle one) |                    |

Individual contractor indicate below if you are a spouse or immediate family member of an individual that is;

|                                            | Current                | Former                 | Term(s) of service | Relative's name and relationship |
|--------------------------------------------|------------------------|------------------------|--------------------|----------------------------------|
| 1. A member of the general assembly        | Yes/No<br>(circle one) | Yes/No<br>(circle one) |                    |                                  |
| 2. A constitutional officer                | Yes/No<br>(circle one) | Yes/No<br>(circle one) |                    |                                  |
| 3. A state employee                        | Yes/No<br>(circle one) | Yes/No<br>(circle one) |                    |                                  |
| 4. Serving as a commission or board member | Yes/No<br>(circle one) | Yes/No<br>(circle one) |                    |                                  |

Non-individual entity list any individual who holds a position of control or ownership interest of 10% or greater in the entity if the individual is:

|                                            | Current                | Former                 | Relative's name &<br>Term(s) of Service | Relationship | Individual |
|--------------------------------------------|------------------------|------------------------|-----------------------------------------|--------------|------------|
| 1. A member of the general assembly        | Yes/No<br>(circle one) | Yes/No<br>(circle one) |                                         |              |            |
| 2. A constitutional officer                | Yes/No<br>(circle one) | Yes/No<br>(circle one) |                                         |              |            |
| 3. A state employee                        | Yes/No<br>(circle one) | Yes/No<br>(circle one) |                                         |              |            |
| 4. Serving as a commission or board member | Yes/No<br>(circle one) | Yes/No<br>(circle one) |                                         |              |            |

Non-individual entity list any individual who holds a position of control or ownership interest of 10% of greater in the entity if the individual is a spouse or immediate family member of:

|                                            | Current                | Former                 | Term(s) of service | Relative's name & Relationship | Individual |
|--------------------------------------------|------------------------|------------------------|--------------------|--------------------------------|------------|
| 1. A member of the general assembly        | Yes/No<br>(circle one) | Yes/No<br>(circle one) |                    |                                |            |
| 2. A constitutional officer                | Yes/No<br>(circle one) | Yes/No<br>(circle one) |                    |                                |            |
| 3. A state employee                        | Yes/No<br>(circle one) | Yes/No<br>(circle one) |                    |                                |            |
| 4. Serving as a commission or board member | Yes/No<br>(circle one) | Yes/No<br>(circle one) |                    |                                |            |

Failure of any person or entity to disclose under any term of Executive Order 98-04 shall be considered a material breach of the terms of the contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**THIS FORM MUST BE COMPLETED AND RETURNED PRIOR TO EXECUTION OF THE CONTRACT**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
Street City State/Zip County

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

CONTRACT: \_\_\_\_\_

CONTRACT EFFECTIVE DATE: \_\_\_\_\_

**DISCLOSURE OF SUBCONTRACTORS**

Agencies shall require, as a condition of obtaining or renewing a contract, lease, purchase agreement, or grant with any state agency, that any individual or entity desiring to contract with any state agency shall require that any subcontractor, sub-lessor, or other assignee (hereafter "Third Party"), shall disclose whether such Third Party is a current or former; member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence, or if any of the persons described in this sentence hold any position of control or any ownership interest of 10% or greater in the Third Party, and shall report any such disclosure by the Third Party to the agency. The disclosure requirements of this paragraph shall apply during the entire term of the contract, lease, purchase agreement, or grant, without regard to whether the subcontract, sublease, or other assignment is entered into prior or subsequent to the contract date.

Third Party shall indicate below if he/she is:

|                                            | Current                | Former                 | Term(s) of Service | Relative's name & relationship | Third Party |
|--------------------------------------------|------------------------|------------------------|--------------------|--------------------------------|-------------|
| 1. A member of the general assembly        | Yes/No<br>(circle one) | Yes/No<br>(circle one) |                    |                                |             |
| 2. A constitutional officer                | Yes/No<br>(circle one) | Yes/No<br>(circle one) |                    |                                |             |
| 3. A state employee                        | Yes/No<br>(circle one) | Yes/No<br>(circle one) |                    |                                |             |
| 4. Serving as a commission or board member | Yes/No<br>(circle one) | Yes/No<br>(circle one) |                    |                                |             |

Third Party shall indicate below if he/she is a spouse or immediate family member of an individual that is

|                                            | Current                | Former                 | Term(s) of service | Relative's name & relationship | Third Party |
|--------------------------------------------|------------------------|------------------------|--------------------|--------------------------------|-------------|
| 1. A member of the general assembly        | Yes/No<br>(circle one) | Yes/No<br>(circle one) |                    |                                |             |
| 2. A constitutional officer                | Yes/No<br>(circle one) | Yes/No<br>(circle one) |                    |                                |             |
| 3. A state employee                        | Yes/No<br>(circle one) | Yes/No<br>(circle one) |                    |                                |             |
| 4. Serving as a commission or board member | Yes/No<br>(circle one) | Yes/No<br>(circle one) |                    |                                |             |

Agencies shall require, as a further condition of obtaining or renewing any contract or agreement with any state agency, that the individual or entity desiring to contract shall incorporate into any agreement with a Third Party, previously defined, the below stated language, and any other necessary language as provided by rules and regulations promulgated to enforce Executive Order 98-04, which provides that failure of the Third Party to disclose the identity of any person or entity described previously shall be considered a material breach of the agreement.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Agency under the provisions of existing law.

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Signature of Third Party

**THIS FORM MUST BE COMPLETED AND RETURNED PRIOR TO EXECUTION OF THE CONTRACT**