

**MOHAVE COUNTY COMMUNITY COLLEGE DISTRICT
Kingman, Arizona**

**Welding Equipment
RFQ 4-1213**

Responses will be received at:
The Office of the President
Care of Amy Curley
Mohave County Community College
Kingman Campus - Building 100
1971 Jagerson Ave
Kingman, AZ 86409

**Bids must be received at the above location by
2:00 PM Arizona time JANUARY 22, 2013**

Please refer to Attachments A and B

For inquiries regarding this Bid Contact:

Christine Van Vleet
Procurement Manager
Mohave County Community College
1971 Jagerson Avenue
Kingman AZ 86409
Voice: 928-757-0819
FAX: 928-757-0814
cvanvleet@mohave.edu

This is a Notice of a procurement process which may result in an award; however it is not intended to be and should not be construed to be an offer to contract.

January 4, 2013

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For ease of use only, this bid is divided into the following sections:

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I. SCOPE OF SERVICES

Mohave County Community College invites interested companies to submit a bid for Welding Program Equipment described below.

Any equipment quoted which is not listed on the below table must be of equal or better quality and functionality to that which is listed in the below table.

Bids should provide the name of the make and model of equipment in addition to a per item cost and a total cost based on listed quantities.

All quoted prices should be inclusive of shipping, tax and all related installation and implementation fees. Quoted prices must be signed and dated by an authorized signer.

	<u>QTY</u>	<u>MAKE & MODEL</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
2 Water Cooler				
Equipment for operation similar or at least equal to: <i>Designed for Miller Dynasty 350 welding machine for water cooled torches rated up to 600A</i> Electrical: 115 VAC, 50/60 HZ; Current draw 5.9A (50Hz), 4.7A (60Hz) Maximum Cooling Capacity – 5 Qt./min (14,000 BTU/hr.) Tank Capacity – 3.5 gallons				
2 Water Cooled Torch				
Similar or at least equal to: <i>Gas Tungsten Arc Welding (GTAW) Water Cooled Torch</i> 250 Amp capacity to fit Miller Dynasty 350 GTAW welding machine				
1 Explosion-proof Abrasive Saw				
Similar or at least equal to: <i>This equipment is used to cut weld coupons for guided bend testing. Cutting operations cannot be initiated until all safety barricades are in operating position. All cutting operations are initiated from a central control panel.</i> Electrical: Wheel drive motor; 15 HP continuous duty, 440 volt, 3 Phase – 60 cycle 3500 RMP (Wheel Spindle – 2200 RPM) Blower exhaust motor – 1 HP, 440 volt, 3 Phase – to cycle 3500 RPM.				

Internal Lighting Circuit – 12 volt, single phase – 15 amp.

Exhaust System:

Completely enclosed grit collector coupled with integral exhaust blower system

Abrasive Wheel:

20" x 1/8" x 1", cut coupons from welded assembly in strict accordance with ASME and AWS welding codes.

Air Pressure:

80 PSI minimum

Tooling Fixtures:

- 1 Pipe Fixture 6" for cutting 3/8" side bends
- Pipe Fixture 5" for cutting 3/8" side bends or root & face
- 1 bends
- 1 OD fixture 2-3/4" for cutting side bends
- 1 Side Bend 3/8" fixture for removing backing from side bend
- FR fixture 1-1/2" for removing backing from face
- 1 and root bend

ESTIMATED TOTALS:

Authorized signer approving above pricing _____ Signature _____ Date _____

II. REQUEST FOR BID REQUIREMENTS

1. Communications with the Owner: All communication with the Owner shall comply with the following guidelines. **All communications shall be in writing.** Address all communications (other than DELIVERY of the BID) to the Owner's project manager at the address noted below.
2. Written communications, other than the BID, may also be faxed to (928) 757-0814

Christine Van Vleet, Procurement Manager
Mohave County Community College
1971 Jagerson Avenue
Kingman AZ 86409
Voice: 928-692-0819
FAX: 928-757-0814
cvanvleet@mohave.edu

From the date of issuance of this bid, and until a binding contractual agreement is executed with a selected firm, all communications between the Owner and the Bidders or any of their individual members, shall be formal. Formal communications shall include, but not be limited to: (1) general written inquiries, (2) written questions and answers, (3) written addenda.

No informal communication shall occur regarding this procurement, including requests for information, comments, speculation, etc., between a Bidder (or any of its individual members,) and any Owner employee or official. Failure to comply with this provision may result in the rejection of the Bid.

2. Delivery of Bid: Bids shall be delivered to the location indicated on the cover of this bid. Bids shall be clearly marked as follows:

Welding Program Equipment Bid

Submitted by (The name of the Prime Proposer)

Due JANUARY 22, 2013 **2:00 PM** local time in Kingman, Arizona

Bids received after the scheduled due date and time will not be accepted and will remain unopened. Each Bidder is solely responsible for the delivery of its bid to the above location by the time and date specified. Deliveries made to the campus but not to the President's Office in building 100 will not meet the receipt deadlines of the bid. Delivery services and "overnight mail" cannot be relied upon to make timely deliveries. Telegraphic, telephonic, facsimile, or electronic submittals will not be considered.

Bids will be opened on the date and time listed in Attachment A of this bid, and the name of the respondents will be read aloud. All information regarding the content of the specific bids will remain confidential until an award is made, or all are rejected.

3. Format of Bids: Any documents submitted in response to this bid shall be a maximum of twenty (20) pages in length and printed on both sides of 8-1/2" x 11" pages with plastic comb or wire spiral binding (please do not submit 3-ring binders). Please mark the Bid cover to clearly identify the Project and the Bidder. Combinations of text and graphic material may be used at Bidder's discretion. Bidders are encouraged to employ methods they consider appropriate in communicating facts and qualifications. If there are questions regarding appropriate submittal material, please contact the individual listed on the cover of this Bid.

4. Interpretation of Bid Documents before Submittal: A Bidder who desires clarifications of the Project, competition or submittal requirements may submit written questions to the individual listed under contact with the owner of this Bid. Responses to questions will be issued to all known Bid holders in the form of Addenda. Questions must be received no later than five days prior to the scheduled submittal date and time. The following procedures apply:

- A. The Bidder submitting the request shall be responsible for its prompt delivery.
- B. Interpretation or correction of the Bid Documents will be made only by written addendum which will be made available to each known recipient of a Bid. The Owner is not responsible for any other explanations or interpretations of the Bid Documents.

5. Outline for Bid: A Bidder shall use the following Bid outline to describe a solution to the scope of work.

The Bid shall be concise and fully self-contained; shall display clearly and accurately the capability, knowledge, experience and capacity of Bidder to meet the requirements of this bid; and must address the following specific criteria in the order and format indicated.

(Include all of the following)

Transmittal Letter

Provide a transmittal letter on the Bidder's company letterhead identifying the Bidder and introducing the proposed team members. Provide an expression of the firm's interest in being selected. Briefly summarize the firm's background and any distinguishing qualities or capabilities that uniquely qualify the firm for this project. Confirm the availability of the key personnel identified in the Bid. Specifically state that reasonable diligence has been exercised in the preparation of the Bid and that all contents are true, accurate, and complete to the best of the signers knowledge. Specifically state that no objections are taken to the contents of the Bid, or specifically identify and explain any Bid item to which an exception is taken. Exceptions taken may render a Bid non-responsive.

This letter is to be signed by the individual with authority to bind the firm contractually. Please address the letter to:

Christine Van Vleet, Procurement Manager
Mohave County Community College Owner
1971 Jagerson Ave
Kingman, AZ 86409

6 Table of Contents: The Table of Contents shall list all BID sections as listed below.

A. Bid – Equipment listing

1. Listing of equipment (make & model) with full pricing
2. Explanation (as needed) of equipment and installation information
3. Proposed Delivery Dates of equipment
4. Details of warranty for each item

B. Attachments

Complete, sign, and include each attachment form under a separate tab.

NOTE: EACH FIRM MUST SUBMIT ONE ORIGINAL, CLEARLY MARKED "ORIGINAL", AND FIVE COPIES OF THE REQUIRED SUBMITTAL INFORMATION LISTED ABOVE.

III. TERMS AND CONDITIONS

The following terms and conditions are an express part of the Bid, and any resultant contract. Any exceptions thereto must be specific, in writing, and may render a Bid non-responsive, and may be considered in scoring under appropriate criteria.

1. Purpose: The purpose of the Bid is to enter into a contract with a qualified firm to provide services for the project listed on the cover. However, the Owner reserves the right to decline to enter into a contract with any of the applicants. This Bid and the procedures and actions noted herein should not be considered an offer to contract. There shall be no express or implied intent to contract until expressly stated in writing by Owner and all conditions stated herein are satisfied.
2. Authority: This Bid as well as any resultant contract is issued under the general authority of A.R.S 34-603.

3. Proprietary Information: Bidder may designate portions of the Bid as proprietary information. A statement advising the Owner of this fact shall accompany the submission and the information shall be so identified wherever it appears.
4. Clarification of Bid requirements: It is the responsibility of each Bidder to examine the Bid Package and seek clarification of any item or requirement that may be clear or unclear to them and to check all Bids for accuracy before submittal to the Owner. **Please refer to Section II for questions and inquiries.**
5. Integrity of Bid: By submitting a Bid , the Bidder affirms:
 - A. That Bidder or any team member has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Bid;
 - B. The submission of the Bid did not involve collusion or other anti-competitive practices; and
 - C. Team members shall not discriminate against any employee, or application for employment in violation of Federal and State laws.
6. Mistakes in Bid: A Bidder may withdraw the Bid or correct any mistake by modifying the Bid prior to the time and date set for receipt.
7. Rejection: The Owner reserves the right to reject any or all Bids or any part thereof, or to accept any Bid or any part thereof, and to waive any informality in any Bid as deemed to be in the best interest of the Owner. Notwithstanding any other provision herein, the Owner expressly reserves the right to reject any or all Bids or reissue the Bid.
11. Confidential Information: If a person believes that any or part of a Bid, offer, specification or protest should be withheld from public inspection, a statement advising the Owner of this fact shall accompany the submission and the information shall be so identified wherever it appears. The Owner shall review the statement and information and shall determine whether the information shall be withheld. If the Owner determines to disclose the information, it shall inform Bidder in writing of such determination. The Owner assumes no liability for the disclosure or the use of unmarked information. Unmarked information may be disclosed pursuant to the Freedom of Information Act or other applicable statute. Any and all information may be disclosed if required by law.
12. Acceptance Period: A response to this Bid is an irrevocable offer for ninety days after the time and date for receipt of Bid based upon the terms and conditions contained in this Bid.
13. Gratuities: The Owner, by written notice, may terminate any contract issued related to this Bid if it is found by the Owner that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Bidder or any agent or representative of Bidder, to any officer or employee of the Owner with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such order. In the event the contract is canceled by the Owner pursuant to this provision, the Owner shall be entitled, in addition to any other rights and remedies, to recover or withhold from the contractor the amount of the gratuity.

14. Conflict of Interest: Any contract issued related to this Bid is subject to cancellation by the Owner if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Owner is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or as a consultant to any other party of the contract with respect to the subject matter of the contract.
15. Agency Contact: The Owner contact person who will work with the successful Bidder, furnish information, answer questions, direct team efforts, provide guidance, etc., is H. Lynn Cundiff, Executive Vice President.
16. Subcontracts: No subcontract shall be made by the Prime Bidder with any other party for furnishing any of the services herein described and to be contracted for without the advance written approval of the Owner. All subcontracts shall comply with Federal and State law and regulations which are applicable to the services covered by the subcontract and shall include all terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the contractor referred to herein. Bidder is responsible for contract performance whether or not subcontractors are used.

When authorized to subcontract for services, the Bidder agrees to utilize written subcontracts and to submit a copy of each to the Owner within thirty days of the effective date of the subcontract.

17. Assignment. No right or interest in this solicitation and/or any contract that may arise from this solicitation shall be assigned by the Prime, and no delegation of any duty of the Bidder shall be made, without the prior written consent of the Owner. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
18. Licenses: Bidder shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by Bidder.
19. Indemnification: To the fullest extent permitted by law, the Bidder shall defend, indemnify and hold harmless the Owner and its governing board, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, court costs and the cost of appellate proceedings, arising out of or in any way related to, in whole or in part, by reason of any act, omission, professional error, fault, mistake or negligence of the Bidder, its employees, agents representative, consultants or subcontractors, or their employees, agents, or representatives in connection with or incidental to the performance of any work relative to this solicitation and/or any contract that may arise from this solicitation. Provided that such Bidder's duty to defend, indemnify and hold harmless the Owner shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by any fault, negligent act, or omission of the Bidder, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, including the Owner. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this paragraph.

In claims against any person or entity indemnified under this paragraph by an employee of Bidder, its sub-consultants or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for

Bidder or its sub-consultants or subcontractors under workers' compensation acts, disability benefit acts or employee benefit acts.

20. Headings: The captions, headings and subheadings in this document are for convenience, enjoyment, and ease of personal use only, and in no way define, limit or describe the scope or intent of the document.
21. Choice of Law: This process shall be governed by the laws of the State of Arizona and lawsuits pertaining to the contract may be brought only in the courts in Mohave County Arizona. Bidder and Owner agree that the Uniform Commercial Code as adopted by the State of Arizona shall fully apply.
22. Compliance of Laws: Any final contract which may arise from this solicitation must be in compliance with all Federal and State laws and regulations and are subject to termination by the Owner. In addition, all agreements are subject to review by Owner counsel, the County Attorney, and/or the Arizona Attorney General.
23. Severability: The provisions of this Bid are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application which may remain in effect without the invalid provision or application.
24. Audit: The Owner shall have the right to audit the books and records of the successful Bidder and its sub-consultants and subcontractors to the extent they are related to the required cost or pricing data. The successful Bidder and its sub-consultants and subcontractors shall maintain the books and records that relate to the cost or pricing data for three years from the date of final payment under the Contract.
25. Reservation of Rights by the Owner: The Owner expressly reserves the right to:
 - A. Reject any or all Bids
 - B. Withhold the award for any reason it may determine
 - C. Terminate the Bid process at any time
 - D. Modify or reissue the Bid
 - E. Extend the time frame for submission of the responses by notification to all parties who are known to have received a copy of the Bid.
 - F. Request more information from any or all Bidders
 - G. Hold all Bids for a period of ninety days after the opening date and time, and accept a Bid not withdrawn before the scheduled opening date and time
 - H. Waive or decline to waive irregularities in any Bid, or in the Bid process.
 - I. Decline to enter into a contract with any of the applicants
32. Costs of Proposal Preparation and Participation in Bid Process:

Any cost incurred by Bidder in preparation, transmittal, or presentation of any information or material submitted in response to the Bid, or participation in the selection process activities, shall be borne solely by Bidder.

33. Return of Bids: Any documents submitted in response to the Bid become the property of the Owner, and will not be returned.
34. Contract: Should this Bid process result in a contract, the contract will be subject to applicable provisions of Owner procurement rules, applicable rules as issued by the Department of Education, and with all applicable Arizona Revised Statutes. No enforceable contract will be formed until the selection process is completed, all conditions set forth in this Bid are fully met and verified, and a written contract is executed.

The Contract shall require the successful firm to warrant compliance with Arizona Revised Statutes Section 41-4401 (Government procurement; E-verify requirement; definitions) the Contractor warrants that it complies with all federal immigration laws and regulations, that it shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the Contractor. The Contractor acknowledges that a breach of this warranty by Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by the College. The College retains the legal right to inspect the papers of any Contractor, subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of the Contractor and each subcontractor and sub-subcontractor who works on this Contract, to ensure that the Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above. The Contractor shall defend, indemnify and hold harmless the College, its Owner Governing Board members, officers, employees and agents from and against any and all claims and demands of any nature, including fines, penalties and expenses of litigation, for which the College is found, or is alleged to be, liable arising out of the breach of any warranties of the Contractor or any subcontractor or sub-contractor as specified in this paragraph.

35. Affirmative Action: A successful Bidder, in performing services under contract with the Owner, shall not discriminate against any worker, employee, applicant, or any member of the public because of race, creed, color, religion, sex, or national origin, nor otherwise commit an unfair employment practice.

Bidder agrees that this clause will be incorporated in all subcontracts entered into with sellers of materials or services, and all labor, or who may perform any such labor or services in connection with the contract with the Owner.

36. Disclosure of Data: Bids shall not be open for public inspection until a binding contractual agreement is executed with a selected firm and all other firms have been notified.

Submittals in response to the Bid may contain data that Bidder does not reasonably want disclosed for any purpose other than evaluation of the Bid. If so, Bidder shall clearly identify the specific pages of the Bid to be restricted. The Owner assumes no liability for disclosure or use of unmarked data, or for the disclosure of marked data if that disclosure is required by law. Unless confidentiality is requested, information submitted in response to the Bid may be disclosed in response to a Request for Inspection of Public Records submitted pursuant to applicable Arizona Revised Statutes.

The Owner will provide any public release of any information concerning the Project, including selection announcements and contract awards.

37. Disclosure: If a Bidder has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, Bidder shall disclose that information in its Bid. Failure to do so shall result in rejection of the Bid.
38. Disqualification: The offer of a Bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.
39. Subsequent Discoveries: Should the owner at any time during the contract period discover that a proposer has provided erroneous information about the firm the owner may terminate the contract.
40. Bidder: Wherever the term "Bidder" is used in the Bid, it shall mean each or any of the individuals, firms, partnerships, corporations, submitting a Bid for performance of services sought by the Owner for this Project.

ATTACHMENT A:

SCHEDULE OF EVENTS

Following is the sequence of major events and anticipated schedule for this design/build competition process and project. This schedule is subject to change at the discretion of the Owner.

<u>Scheduled Activity</u>	<u>Anticipated Date</u>
Issue Bid	January 4, 2013
Due date for Bid	January 22, 2013
MCC Board Meeting	February 8, 2013
Award of Contract	February 11, 2013

ATTACHMENT B:
NON-COLLUSION AFFIDAVIT FORM

Welding Program Equipment Bid

State of _____

County of _____

_____, affiant, the

_____ of

(TITLE)

(NAME OF COMPANY)

The person, corporation or company responsible for the accompanying Bid, having first been duly sworn, deposes and says:

That such Bid is genuine and not sham or collusive, nor made in the interest or behalf of any person herein named, and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham submittal, or any other person, firm or corporation to refrain from submitting, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

(TITLE)

Subscribed and sworn to before me this
____ Day of _____, 2013 .

SIGNATURE OF NOTARY PUBLIC
IN AND FOR THE

COUNTY OF _____

STATE OF _____

(My Commission Expires _____, _____)