



PURCHASING DEPARTMENT
2323 N. Broadway – Room 109
Santa Ana, CA 92706
(714) 480-7370

**BID #1217 – PURCHASE OF TWO LINCOLN ELECTRIC
SYSTEM 5 ROBOTIC WELDERS (OR EQUAL)**

DUE: Wednesday, October 9, 2013 at 2:00pm PDT

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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santa Ana, CA 92706

NOTICE CALLING FOR BIDS

The Board of Trustees of the Rancho Santiago Community College District is advertising for bids to be received up to Wednesday, October 9, 2013 at 2:00pm PDT in the Rancho Santiago Community College District, Purchasing Department, 2323 N Broadway – Room 109, Santa Ana, CA 92706.

BID #1217 – Purchase of Two Lincoln Electric System 5 Robotic Welders (or equal)

For further information, contact Marsha Carmichael, at the above address, phone (714) 480-7379 or email carmichael_marsha@rsccd.edu.

Tracey Conner-Crabbe
Director of Purchasing Services

Advertised: OC Register
September 23 & 30, 2013

INFORMATION FOR BIDDERS

WARNING:

**READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME
THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS
YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.**

1. **Preparation of Bid Form.** Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.
2. **Form and Delivery of Bids.** The bid must conform and be responsive to all Bid Documents and shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the DISTRICT at: **Rancho Santiago Community College District c/o Purchasing Services, 2323 N. Broadway, Room 109, Santa Ana, CA 92706, and must be received on or before the bid deadline (Public Contract Code Section 20112).** The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the Bid designation and the date and time for the opening of bids. **It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud. However, if prequalification of bidders is required pursuant to Public Contract Code Section 20111.5 only those sealed bids received from prequalified bidders shall be opened and publicly read aloud.
3. **Signature.** Any signature required on Bid Documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the Bid for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.
4. **Modifications.** Changes in or additions to any of the bid documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called

for by the DISTRICT may result in the DISTRICT's rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

5. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that DISTRICT determines that any bid is unintelligible, illegible or ambiguous, the DISTRICT may reject such bid as being nonresponsive.

6. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of one hundred twenty (120) calendar days after the date set for the opening of bids.

7. Interpretation of Bid Documents. If any bidder is in doubt as to the true meaning of any part of the Bid Documents, or finds discrepancies in, or omissions from the Bid Documents, a written request for an interpretation or correction thereof must be submitted to the DISTRICT five (5) days before bid deadline. No requests shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Bid Documents will be made solely at DISTRICT's discretion and only by written addendum duly issued by the DISTRICT, and a copy of such addendum will be hand delivered or mailed or faxed or emailed to each bidder known to have received a set of the Bid Documents. No person is authorized to make any oral interpretation of any provision in the Bid Documents, nor shall any oral interpretation of Bid Documents be binding on the DISTRICT. If there are discrepancies of any kind in the Bid Documents, the interpretation of the DISTRICT shall prevail. **SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE BID DOCUMENTS; AND THAT BIDDER AGREES THAT THE BID CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT'S TIMELINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL BIDDER INCORPORATING THE DISTRICT's TIMELINES FOR COMPLETION OF THE BID.**

8. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for by the DISTRICT. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid on the Bid.

9. Award of Contract. The DISTRICT reserves the right to reject any or all bids, to accept

or reject any one or more items of a bid, to increase or decrease quantities or to delete items entirely, or to award items separately or in any combination, or to waive any irregularities or informalities in any bids or in the bidding process, whichever is in the best of the District. The award of the contract, if made by the DISTRICT, will be by action of the Governing Board and to the lowest responsive and responsible bidder. If two identical low bids are received from responsive and responsible bidders, the DISTRICT will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to bidder, the DISTRICT may award the contract to the next lowest responsive and responsible bidder or reject all bidders.

10. Competency of Bidders. In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the Bid. By submitting a bid, each bidder agrees that the DISTRICT, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the Bid. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "INFORMATION REQUIRED OF BIDDER."

The DISTRICT may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the DISTRICT. In this regard, the DISTRICT may conduct such investigations as the DISTRICT deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the DISTRICT's satisfaction within the prescribed time. The DISTRICT reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the DISTRICT.

11. Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. DISTRICT may request that such certificates and endorsements are completed on DISTRICT provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with DISTRICT prior to performing the work, the Workers' Compensation Certificate included as a part of the Bid Documents. Labor Code Section 1861.

12. Anti-Discrimination. In connection with all work performed under this Bid, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment

and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the Bid by such bidder.

13. Hold Harmless and Indemnification. The successful bidder awarded the contract agrees to defend, indemnify, and hold harmless the Rancho Santiago Community College District (District), its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising of activities of the Company, its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not, and Company shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. The District assumes no responsibility whatsoever for property placed on the premises. The Company further agrees to waive all rights of subrogation against the District. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the District or any of its agents or employees.

14. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

15. Non-Collusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a non-collusion declaration. This form is included with the bid package.

**NON-COLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature

Print Name

INSURANCE REQUIREMENTS

NOTICE TO CONTRACTORS

It is required that every contractor working for the Rancho Santiago Community College District (District) meet the following insurance requirements. The contractor will be required to file with the District certificates of such insurance and endorsements. Failure to furnish such evidence will be considered default of the contractor.

COMMERCIAL GENERAL LIABILITY/PROPERTY DAMAGE, WORKERS' COMPENSATION, COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

Prior to commencing work, and continuing during the life of the project, contractor shall take out, and require all subcontractors, if any, to take out and maintain:

COMMERCIAL GENERAL LIABILITY INSURANCE/PROPERTY DAMAGE

Not less than a combined single limit of \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

WORKERS' COMPENSATION

Not less than \$1,000,000 per accident.

COMPREHENSIVE AUTOMOBILE LIABILITY

Not less than a combined single limit of \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

Special hazards shall be covered by riders. The District shall be named as an additional insured on the Commercial General Liability and Comprehensive Automobile Liability policies, documented by a written endorsement, and the policy must carry a 30-day cancellation clause.

HOLD HARMLESS CLAUSE

Contractor agrees to defend, indemnify, and hold harmless the District, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising of activities of the contractor, its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. The District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all rights of subrogation against the District. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the District or any of its agents or employees.

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of the Contractor

By: _____
Signature

Print Name

Title

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

AFFIRMATIVE ACTION POLICY
DISTRICT AWARDS AND CONTRACTS

It is the policy of the Governing Board of the Rancho Santiago Community College District to require from any bidder vendor or contractor, prior to the awarding of a contract, an affidavit that such vendor or contractor does comply with all Federal and State regulations pertaining to fair employment practices and will follow the affirmative action guidelines. Such certificate of compliance is to be required in all cases where the Rancho Santiago Community College District is legally required to advertise for bids prior to contract.

STATEMENT OF COMPLIANCE
(to be submitted with the bid)

THIS IS TO CERTIFY that I have read the General Conditions, Information for Bidders, Special Conditions and Affirmative Action Policy of Contract Specifications of the Rancho Santiago Community College District and will comply therewith. It is further understood that where the term "Bidder" appears in the General Conditions, the word "Contractor" is hereby substituted.

Name of Firm

By _____
Signature of Authorized Official

Date

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
- c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Name of Contractor

Signature

Print Name

Title

Date



Insert W-9 Form

2323 North Broadway
Santa Ana, California
92706-1640
(714) 480-7300

W-9

W-9

W-9

Insert CA Form 590

CA Form 590

CA Form 590

GENERAL CONDITIONS

1.0 Scope of Bid

- 1.1 Rancho Santiago Community College District is seeking proposals from a responsive and responsible bidder who can provide, deliver and install two (2) Lincoln Electric System 5 Robotic Welders (or equal). The bidder must also be able to provide training to the Santa Ana College staff. The machines will be installed at Santa Ana College, 1530 W. 17th St. – Bldg T-103, Santa Ana, CA 92706.
- 1.2 The District intends to award the bid to a single bidder who is able to provide all provisions of the specifications in this bid.

2.0 Due Date/Time

- 2.1 Sealed bids are due Wednesday, October 9, 2013 at 2:00pm PDT and returned in a sealed envelope, clearly labeled with the name of the bidder, bid name and number, and addressed to Rancho Santiago Community College District, Purchasing Department, 2323 N. Broadway – Room 109, Santa Ana, CA 92706. **Bids will not be accepted after the date and time stated above. The District is not responsible for late or misdirected bids.** Bids received after the date and time will be considered non-responsive and returned unopened.
- 2.2 Bids shall be good for one hundred twenty (120) calendar days from the date of the bid opening.

3.0 Bid Form and Enclosure Instructions

- 3.1 Place your bid amounts **ONLY** on the form provided. Provide information and answer all questions in sections where required. Fill in all blanks. Any bids that deviates from the format specified herein may, at the District's option, be rejected.
- 3.2 Bidder shall respond to the Warranty Questionnaire which will become part of the bid. Failure to do so may deem your bid non-responsive.
- 3.3 The Signature Page must be signed and returned, along with the following documents:
 - Statement of Compliance
 - Non-Collusion Declaration
 - Warranty Questionnaire
 - References
 - Bid Form
 - Signature Page (unsigned bids shall be deemed non-responsive.)

3.4 After the bid award has been approved by the District's Board of Trustees, the successful bidder shall execute and return to the District within five (5) business days after the notification of the award, the following documents:

- Drug-Free Workplace Certification
- Certificate of Workers' Compensation Insurance
- Certificate(s) of Insurance
- W9
- CA Form 590

4.0 Specifications/Substitutions

4.1 Whenever in specifications any equipment or components are indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall also be deemed to be used for the purpose of facilitating description of equipment or components desired and shall also be deemed to be followed by the words "or equal," and bidder may, unless otherwise stated, offer any equipment or components which shall be equal or better in every respect to that so indicated or specified subject to District approval. If the bidder clearly indicates in its bid that it is proposing an "equal" product, the brand name or trade name, if any, of a proposed substitute item shall be inserted in the space provided on the bid form or shall be otherwise clearly identified in the bid. If the bidder fails to indicate an "equal" product, its bid shall be considered as offering the equipment or components referred to by the brand name or trade name specified. It is expressly understood and agreed to by the bidder that the District reserves the right to reject any such proposed substituted item.

4.2 With respect to all proposed substituted items, the bidder shall submit all pertinent and appropriated data substantiating the request for substitution **with their bid proposal.** The District is not responsible for locating or securing any information which is not included in such substantiating data. The burden of proof as to the quality or suitability of proposed substituted items shall be borne by the bidder. The decisions of the District shall be **final and conclusive.**

4.3 If necessary, the bidder may be required to demonstrate their equipment to an Evaluation Committee. All costs will be borne by the bidder. Failure to demonstrate equipment may deem your bid non-responsive.

4.4 In the event the successful bidder furnishes equipment and components other than what was specified by the District and which has been accepted by the District and which later is defective, then the successful bidder at its sole cost and expense shall furnish the District specified equipment or components or fully replace with new the defective material or equipment at the District's discretion.

4.5 The equipment furnished as a result of this bid is to be new and the latest and most improved model and/or version in current production and shall be of first

quality as to workmanship and materials used. A new product is defined as a product made up completely of unused, genuine and original parts. The product shall not have been operated for any purpose other than routine operational testing. A demonstrator product does not meet this definition and is not acceptable. Refurbished, re-conditioned or re-manufactured equipment shall not be provided to the District as part of the proposed system.

5.0 District Rights

- 5.1 The Board of Trustees will make its award on this bid according to the best interest of the District, and its decision as to whether or not items submitted are the equal of items specified will be final.
- 5.2 The Board of Trustees reserves the right to reject any or all bids, to accept or reject any one or more items of the bid, to decrease or increase quantities or to delete items entirely, or to award items in any combinations; or to waive any irregularities or informalities in the bids or in the bidding whichever is in the best interest of the District.
- 5.3 The District reserves the sole right to evaluate the Bidders' compliance with bidding requirements and product specifications for the purpose of selecting the successful bidder.
- 5.4 Bids will be evaluated on their material content and responsiveness to the requirements of the bid, the quality of the equipment offered, and price bid.

6.0 Bid Structure

- 6.1 To expedite and simplify the bid evaluation and to ensure that each bid receives the same orderly review, all bids shall adhere to the format provided. Bids shall contain all elements of the information without exception. **Place your amounts only on the Bid Forms provided.** To do otherwise may result in your bid being non-responsive.

7.0 Signature Page

- 7.1 **The Signature Page must be signed by an authorized representative and returned in a sealed envelope.** To do otherwise will result in your bid being non-responsive.

8.0 Clarifications/Communications

8.1 Questions regarding the bid, or the intent thereof or any discrepancies, omissions or inconsistencies in the bid documents shall be **submitted in writing ONLY** via fax, email, US mail or private courier service to:

Marsha Carmichael
Rancho Santiago Community College District
Purchasing Dept.
2323 N. Broadway - Room 109
Santa Ana, CA 92706
Phone: (714) 480-7379
Fax: (714) 796-3907
Email: carmichael_marsha@rsccd.edu

8.2 The District will respond in writing to inquiries submitted in conformity with the foregoing. Inquiries must be received five (5) business days prior to the due date specified in this bid. The District will not respond to inquiries submitted after that time.

8.3 Failure to provide such questions before this deadline relieves the District of any and all responsibility to take corrective action(s) and the matter in question will not be considered, nor will the matter be allowable as grounds for a protest of the bid award.

9.0 California Law

9.1 Any agreement or contract resulting from this bid shall be governed by the laws of the State of California. In the event that any clause is held to be non-enforceable, the remaining provisions shall nonetheless remain in full force and effect.

10.0 Questionnaire

10.1 Bidder shall respond to bid response questionnaire and the questionnaire shall become part of the bid. Failure to do so may deem your bid non-responsive.

10.2 Bidder shall indicate the exact warranty on all parts and labor that applies to all proposed items in this bid request. If needed, a separate sheet can be attached with the bid proposal.

10.3 Describe the warranty work/repair procedures and timeframe for all proposed equipment. State if the repair work is done onsite at Santa Ana College or offsite at the bidder's or manufacturer's facility.

10.4 State how many service personnel on your staff have been factory trained and authorized to repair the equipment listed on this bid. _____

10.5 State the delivery timeframe _____

11.0 TRAINING INFORMATION

11.1 The bidder shall provide all necessary training to operate the unit. The training will be conducted Monday-Friday during normal business hours.

12.0 REFERENCES

Each bidder must provide the names of three (3) customers of similar nature (preferably educational institutions) sold to within the last five (5) years, including phone/fax numbers, email address, contact person, and the total contract amount for the last twelve (12) months. The District, at its discretion, may require more than three (3) references.

1.

Name of Company/School District & Contact Name

Address/City/State/Zip

Telephone & Fax Numbers/Email Address

2.

Name of Company/School District & Contact Name

Address/City/State/Zip

Telephone & Fax Numbers/Email Address

3.

Name of Company/School District & Contact Name

Address/City/State/Zip

Telephone & Fax Numbers/Email Address

13.0 EQUIPMENT SUMMARY

The Lincoln Electric System 5 pre-engineered Robotic Welding System enhances standard part production by improving productivity, quality and safety. The System 5 welding robot cell is a single zone, horizontal table workstation designated for small-to-medium sized parts that can be welded without reorientation. The layout is 24" x 70" which maximizes the work envelope of the robot while minimizing floor space requirements.

The equipment must be shipped completely assembled and be ready for immediate installation and production. Push button operator controls, the reliability of Allen Bradley® components and integrated safety switches to enhance operator protection in the work environment is required.

14.0 EQUIPMENT SPECIFICATIONS

Required specifications and features are:

- **Robot Arm** FANUC ARC Mate® 100iC, Teach Pendant and FANUC ArcTool™ Welding Software
- **Power Source and Feeder** Power Wave® i400 and AutoDrive® 4R90
- **Enclosure** Completely painted 14 gauge steel enclosure, flash and safety barrier
- **Weld Cell Controls** Intuitive push button operator controls
- **Safety** Fully integrated safety rated switches; RIA 15.06-99 compliant
- **Work Zone Dimensions** 24" x 70" (610 mm x 1778 mm)
- **Floor Footprint** 69" x 123" (1753 mm x 3124 mm)
- **Weight Capacity** 2500 lbs (1134 kg)
- **Training** 3-day expert robotic instruction from AWS certified robotic arc welding instructors.
- **Documentation** Complete system kit: operator's manuals, maintenance guides, spare parts lists, calibration numbers and serial numbers, prints, supplier references and specifications, and electronic manuals and tools.

BID FORM

ITEM	QTY	DESCRIPTION	UNIT COST	EXT COST	Taxable Yes or No
1	2 ea	Lincoln Electric System 5 Robotic Welder (or equal) Substitution:	\$	\$	
2	Hour	Bidder shall provide three-day training (hourly rate, Monday-Friday during normal business hours). Misc costs (travel, hotel, meals, rental car, etc) to be borne by bidder	\$ /hr	\$	
Subtotal			\$		
CA Sales Tax (8%)			\$		
FOB Santa Ana, CA 92706			\$		
Installation			\$		
Total			\$		

SIGNATURE PAGE

We (I) hereby agree to furnish the referenced items at the prices and terms stated, subject to the instructions and conditions of this bid.

Company Name

Name of Authorized Representative

Printed Name of Authorized Representative

Address/City/State/Zip Code

Phone/Fax Numbers & Email Address
msc/Bid #1217