



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

**BID #1221 – PURCHASE OF TWO FANUC ROBOT ARC MATE
Oia WELDING ROBOTS & LINCOLN ELECTRIC SYSTEM 5
SINGLE ZONE/FIXED TABLE SYSTEMS**

DUE: Thursday, March 13, 2014 at 2:00pm PST

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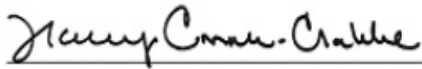
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santa Ana, CA 92706

NOTICE CALLING FOR BIDS

The Board of Trustees of the Rancho Santiago Community College District is advertising for bids to be received up to Thursday, March 13, 2014 at 2:00pm PST in the Rancho Santiago Community College District, Purchasing Department, 2323 N Broadway – Room 109, Santa Ana, CA 92706.

BID #1221 – Purchase of Two FANUC Robot ARC Mate OiA Welding
Robots & Lincoln Electric System 5 Single Zone/Fixed Table Systems

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
February 12 & 19, 2014

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 of 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.

16. Debarment. Submission of a signed bid proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the District will be notified of any change in this status.

BUSINESS ENTERPRISES

Rancho Santiago Community College District is committed to providing an equal opportunity for all business enterprises to participate in its purchasing and contracting activities. To assist us in measuring our commitment, we are asking all bidders to provide us with additional information.

Using the criteria on the following page, please check all spaces that apply to your business enterprise.

Disabled Veteran Business Enterprise (DVBE)	Yes ()	No ()
Small Business Enterprise (SBE)	Yes ()	No ()
Disadvantage Business Enterprise (DBE)	Yes ()	No ()
Minority Business Enterprise (MBE)	Yes ()	No ()
Women Business Enterprise (WBE)	Yes ()	No ()

If you checked any of the above, please submit a copy of your certificate with the bid.

_____ Company Name	_____ Phone & Fax Numbers
_____ Address	_____ Email Address
_____ City & State	_____ Zip Code
_____ Signature	_____ Printed Signature
_____ Title	

Minority and Women Owned Business Enterprises

Minority and women owned business enterprises means a business concern which is (a) at least 51% owned or more by minorities or women; or in the case of a publicly owned business, at least 51% of the stock is owned by one or more minorities or women and, (b) whose management and daily business operations are controlled by one or more such individuals.

Examples of minorities:	Black Americans	Hispanic Americans
	Pacific-Asians Americans	Native Americans (American Indians,
	Asian-Indian Americans	Eskimos, Aleuts, and Native Hawaiians)

Information on Certification may be obtained from: California State Department of Transportation
Civil Rights Business Enterprise Program at www.dot.ca.gov
or call (916) 324-1700 or (866) 810-6346
(916) 445-3520 (directory of certified M/WBE vendors only)

Regulation: Public Contract Code 10115

Small Business Enterprises

To be eligible for small business certification, your business:

- Must be independently owned and operated;
- Cannot be dominant in its field of operation;
- Must have its principal office located in California
- Must have its owners (or offices in the case of a corporation) domiciled in California; and
- Together with its affiliates, be either:
 - A business with 100 or fewer employees, and an average annual gross receipts of \$10 million or less over the previous three tax years, or
 - A manufacturer with 100 or fewer employees.

Regulations: California Government Code, Section 14835
California Code of Regulations, Title 2, Section 1896-1896.40

To apply, access the website www.pd.dgs.ca.gov/smbus to obtain a small Business Certification Application (STD.813) or to receive your hard-copy form by mail, email osdchelp@dgs.ca.gov or call (800) 559-5529 or (916) 375-4940.

Disabled Veteran Business Enterprises

To be eligible for certification, your business:

- Must be at least 51% owned by one or more disabled veterans;
- Your daily business operations must be managed and controlled by one or more disabled veterans (the disabled veteran(s) who manages and controls the business is not required to be the disabled veteran business owner(s)); and
- Your home office must be located in the US (the home office cannot be a branch or subsidiary of a foreign corporation, foreign firm or other foreign based business).

For certification purposes, a “disabled veteran” is:

- A veteran of the US military, naval, or air service;
- Has a service-connected disability of at least 10% or more; and
- Must be a California resident.

Regulations: Military and Veterans Code, Div. 4, Chap. 6, Art. 6, Sect. 999-999.13
California Code of Regulations, Title 2, Sect. 1896.60-1896.95

To apply, access the website www.pd.dgs.ca.gov/smbus to obtain a Disabled Veteran Business Enterprise Certification Application (STD.812) or to receive your hard-copy form by mail, email osdchelp@dgs.ca.gov or call (800) 559-5529 or (916) 375-4940.

**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

DISTRICT INSURANCE REQUIREMENTS

It is required that every vendor and contractor working for the Rancho Santiago Community College District meet the following insurance requirements. The vendor and 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 vendor and contractor.

The Rancho Santiago Community College 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.

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

I. Commercial General Liability

Each vendor and contractor shall supply a Certificate of Insurance showing evidence of Commercial General Liability coverage with a limit of at least \$1,000,000 combined single limit per occurrence. The insurance shall be primary and non-contributory.

II. Workers' Compensation and Employers Liability

Each vendor and contractor shall supply a Certificate of Insurance showing Workers' Compensation and Employers Liability. The Employers Liability limits shall be at least \$1,000,000 each item. **The vendor/contractor shall provide a waiver of subrogation.**

III. Automotive Liability

Each vendor and contractor shall supply a Certificate of Insurance showing Commercial Automobile liability coverage in an amount no less than \$1,000,000 combined single limit for all owned, non-owned and hired vehicles. **Commercial bus vendors must show evidence of limits of at least \$5,000,000.**

IV. Professional Liability

If the vendor is a licensed architect, engineer, designer or other "professional", a Certificate of Insurance shall be supplied showing Errors and Omissions coverage in an amount not less than **\$5,000,000 per claim, \$5,000,000 aggregate.**

V. Umbrella or Excess Liability

If the vendor's and contractor's primary or underlying limits of coverage **do not meet the requirements** outlined above, additional limits of coverage may be provided by an umbrella policy or an excess liability policy. Endorsements to the umbrella or excess policy which limit or exclude coverage must be attached to the certificate of insurance

VI. Additional Requirements

The insurers for all coverage lines shall have a minimum A.M. Best's rating of A, VII and be admitted in California. This can be amended by separate agreement by RSCCD.

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.)

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

Santa Ana College - Welding Technology Department Mission Statement

The Santa Ana College Welding Technology Department's mission is to provide students with high quality welding instruction, using state-of-the art welding technology and equipment that meets industry needs.

1.0 Scope of Bid

- 1.1 Rancho Santiago Community College District ("District") is seeking proposals from a responsive and responsible bidder who can provide, deliver and install two (2) FANUC Robot ARC Mate OiA Welding Robots & Lincoln Electric System 5 Single Zone/Fixed Table Systems (or equal). In addition, the District is interested in continuing the comprehensive instructor training program promoting the development of the single, common curriculum. The single curriculum allows students to become proficient with advanced technologies for learned coursework and equipment. The existing training and curriculum is based on one Lincoln Electric System 5 Robotic Welding System and one Lincoln Electric Robotic Educational Cell. The robotic arm within both pieces of equipment is manufactured by FANUC. The new 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 Thursday, March 13, 2014 at 2:00pm PST and to be 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)
 - W-9
- 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
 - CA Form 590

4.0 Substitutions

- 4.1 Whenever in the specifications any material, process, service, software or equipment is indicated or specified by brand name, trade name, proprietary name or by name of the manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the material, process, service, software or equipment desired and shall be deemed to be followed by the words "or equal". Bidder may offer any material, process, service, software or equipment that is compatible with the existing Lincoln Electric equipment, meets the required comprehensive instructor training and which shall be substantially equal or better in every respect to that so indicated or specified subject to District approval.
- 4.2 Should the bidder wish to request any substitution for the material, process, service, software or equipment indicated or specified by brand name, trade name, proprietary name or by name of the manufacturer, the bidder shall submit a written request to the District by Monday, February 24, 2014. If the substituted item is acceptable, the District will approve it in an Addendum issued to all bidders of record. Request for substitution received after Monday, February 24, 2014 will not be considered. There will be no exceptions made to these timelines.

- 4.3 With respect to a proposed substitution of an “equal” item, the bidder shall submit all pertinent and appropriate data substantiating its request for substitution by Monday, February 24, 2014. The District shall only consider substitution requests from the bidder submitting the bid. 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 a proposed substitution shall be borne by the bidder. The District shall be the sole judge as to the quality and compatibility of the proposed substitution, and the decision of the District shall be final and conclusive. The District shall notify all bidders of the decision concerning the proposed substitution.
- 4.4 It is understood and agreed to by the bidder that a proposed substitution of material, process, service, software, equipment or “equal” item shall be compatible with the existing Lincoln Electric equipment and provides the required comprehensive instructor training. The District shall be the sole judge of the compatibility and the decision of the District shall be final and conclusive.
- 4.5 It is expressly understood and agreed to by the bidder that the District reserves the right to reject any such proposed substitution. If the material, process, service, software or equipment offered by the bidder is not, in the sole opinion of the District, compatible with the existing Lincoln Electric equipment, does not provide the required comprehensive instructor training and is not substantially equal or better in every respect to that specified, and is rejected by the District, then bidder expressly understands and agrees that bidder shall furnish the material, process, service, software or equipment specified by the District.
- 4.6 In the event bidder furnishes material, process, service, software or equipment other than what was specified by the District and which was approved by the District and which later is defective, then bidder, at its sole cost and expense, shall furnish the District specified material, process, service, software or equipment or fully replace with new the defective material, process, service, software or equipment, at District’s discretion.
- 4.7 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 Evaluation Process

- 5.1 The Board of Trustees will award this bid to a single bidder according to the best interest of the District, and their decision will be final. The Board of Trustees, as

represented by the evaluation team has reserved the sole right to evaluate the bidder's compliance with the bidding requirements for the purpose of selecting the successful bidder. Bidders will be evaluated on their material content and responsiveness to the requirements of the bid, price quoted, compatibility with all existing Lincoln Electric and FANUC equipment, meeting the requirements of the comprehensive instructor training program and references.

6.0 District Rights

- 6.1 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.
- 6.2 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.
- 6.3 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.

7.0 Bid Structure

- 7.1 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 Form provided.** To do otherwise may result in your bid being non-responsive.

8.0 Signature Page

- 8.1 **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.

9.0 Clarifications/Communications

- 9.1 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

- 9.2 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.
- 9.3 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.

10.0 California Law

- 10.1 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.

11.0 Questionnaire

- 11.1 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.
- 11.2 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.

- 11.3 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.

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

11.5 State the equipment delivery timeframe _____

11.6 Will the manufacturer provide training and ongoing support (onsite visits, phone support, training at the local manufacturer's facility and software upgrades) to operate the units at no cost? The training will be conducted either at Santa Ana College or at the manufacturer's local training facility, 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 Comprehensive Instructor Training

13.1 Factory trained FANUC representatives provide FANUC Based Robotics Arc Welding Training Curriculum including:

- Basic Robot Programming
- Advanced Robot Programming
- Offline PC Based Robot Programming
- Robotic Vision
- Robot Maintenance
- Fixturing and Tooling Design

13.2 CERT Training Program, 25 Seat Weldpro Course

This Certified Education Robot Training (CERT) program is designed to certify instructors at educational institutions to train their students to program FANUC Robots.

This program includes Basic Robotic Training as follows:

- Basic robotic training at manufacturer
- One online seat to take robot operations web course
- One online seat to take arctool operations and programming web course
- One online seat to take Weldpro web course

FANUC Robotics may request random classroom visits to observe the presentation of FANUC related course materials. FANUC Robotics offers periodic renewal training, where applicable, to keep CERT instructor current with new FANUC hardware/software developments.

With this core software package purchase, the instructor is then prequalified to purchase the following:

- Up to 25 twelve-month seat licenses of Weldpro software (combined) for student and course instructor. These Weldpro subscriptions must remain on the original PCs in which they are initially installed.
- Up to 25 twelve-month subscriptions of the following eLearn Training courses:
 - Robot Operations
 - Arctool Applications Software
 - Weldpro Training for students

At the end of the first twelve month period, the Weldpro software seats and eLearning training course seats are subject to paid renewal.

13.3 Documentation

Two complete system kits: Operator's manuals, maintenance guides, spare parts lists, calibration numbers and serial numbers, prints, supplier references and specifications, and electronic manuals and tools.

14.0 Equipment Specifications for System 5 Robots

Required Specifications and Features are as Follows:

1. Robot Arm - FANUC ARC Mate® OiA, teach Pendant and FANUC ArcTool™ welding software
2. Power Source and Feeder - Power Wave® I400 and Autodrive® 4R90
3. Enclosure - Completely painted 14 gauge steel enclosure, flash and safety barrier
4. Weld Cell Controls - Intuitive push button operator controls
5. Safety - Fully integrated safety rated switches; RIA 15.06-99 compliant
6. Work Zone Dimensions - 24" x 70" (610mm x 1778mm)
7. Floor Print - 69" x 123" (1753mm x 3124mm)
8. Weight Capacity - 2500 lbs (1134 kg)
9. Shipping - Unit must be transported on an air ride truck and trailer
10. Educational Software Bundle - Software Included:

A. Torch Guard Software - This bundled package of software features includes:

- Torchmate Software - Automatic adjustment of robot Tool Center Point (TCP) for MIG processes: 10-20 second, cycle redefines the TCP to help maintain wire alignment in the weld joint as programmed (does not locate or track the weld joint).
- Collision Guard Software - Allows the robot user to establish functional limits within the robot arm that will cause the robot to fault if it senses a collision in any of its axes. The robot monitors feedback from its servo motors (based on expected inertias for individual movements), and faults out if a collision causes a spike in motor power to attempt a movement.
- Payload Identification Software - An automatic routine to determine the mass and center of gravity of the robot's end effector/torch package. With this information, the robot modifies system variables accordingly for acceleration/deceleration and optimizes air move speeds.

B. Touch Sensing and Through Arc Seam Tracking (TAST) Software

- Touch Sensing Software is designed to identify part location by a series of high speed wire touch routines. Wire tip searches in user defined directions until it contacts the welding workpiece, saving the location into memory. All or part of the welding program can be shifted by the measured offset.

- Through Arc Seam Tracking (TAST) is a seam tracking method that uses welding current feedback to keep the torch positioned correctly in the joint. TAST corrects the robot's path in both the lateral and vertical directions while welding using a weave.

C. Auto Error Recovery Software

- Software that allows the robot to move along customer defined "escape" routines, depending on the area in which the error occurs. The escape routine can allow the robot to clip the welding wire prompt the operator for a contact tip change, etc. The robot would then resume the welding program.
- The fast fault recovery feature of this software also allows the robot to complete the welding program at a high, drum speed. After completion of the dry run, the robot would execute its corrective routine. The robot would then dry run through the program to the point at which the error occurred. At that point, the welding would be reinitiated and the program would be completed. This avoids the necessity to create many escape routines.

D. Bump Box Software

- Software that allows you to offset a weld. It is intended to adjust the path to accommodate small variations in the trim line resulting from varying lots/batches during production. The offsets can be applied in the X, Y, or Z direction. These offsets can be removed at any time.
- The teach pendant is the standard interface for changing the amount of offset. This can be remoted (at additional cost) to a remote panel.

E. Constant Path Software

- Software that maintains a consistent motion path regardless of velocity override.

F. Password Protection Software

- Software that provides multiple levels of access and varying privileges to users for adjusting robot programs, weld schedules, system variables, equipment setup screens, etc.
- Also includes usage log to document user actions and times, as well as log-on/log-off times.

G. Additional No Charge Features Include:

- Diagnostic resource center for Arc plug-in
- Menu utility software & Arctool panel wizard software

BID FORM

ITEM	QTY/ UNIT	DESCRIPTION	UNIT COST	EXT COST
1	2 Ea	FANUC Robot ARC Mate OiA Welding Robot & Lincoln Electric System 5 Single Zone/Fixed Table System (or equal) including two complete system kits: operator's manuals, maintenance guides, spare parts lists, calibration numbers and serial numbers, prints, supplier references and specifications, and electronic manuals and tools Substitution:	\$	\$
Subtotal			\$	
CA Sales Tax (8%)			\$	
FOB Santa Ana, CA 92706			\$	
Installation			\$	
Total			\$	

SIGNATURE

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 #1221 – LE FANUC Robot ARC Mate OiA Weld Robot & Sys 5 Sngl Zone Fix Table Sys