

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

**Welders and Accessories
RFQ 4-1718
January 10, 2018**

Responses will be received at:

The Office of the President
Mohave Community College
Kingman Campus - Building 100
1971 Jagerson Ave
Kingman, AZ 86409

**Quotes must be received at the above location by
Wednesday, February 7, 2018 4:00 PM (AZ Time)**

For inquiries regarding this RFQ, Contact:

Christine Van Vleet
Director of Procurement
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.

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

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I. SCOPE OF SERVICES

Mohave County Community College (Owner) invites interested companies (Bidders) to submit a QUOTE for Welders and Accessories to be used in the College's Welding Skills Center Program as 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.

Quotes 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>DESCRIPTION:</u>	<u>MAKE & MODEL</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
12	POWER MIG® 350MP MIG WELDER			
12	K1783-2, Tig Torch, 12 ft			
12	K870, Foot Control, TIG			
12	KP509, Parts Kit TIG			
12	400 Amp, Stick Cable, holder, ground clamp and cable			
12	KP2742-1-50F Nozzle 350A, Thread-on, Flush 1/2 inner diameter			
12	KP2742-1-38R Nozzle 350A, Thread-on, 1/8 in (3.2 mm) Recess 3/8 in (9.5 mm) inner diameter			
12	KP2742-1-50R Nozzle 350A, Thread-on, 1/8 in (3.2 mm) Recess 1/2 inner diameter			
12	KP2746-1 Diffuser, Thread-on, 350A			
50	KP2744-035T, Copper Plus® Contact Tip 350A .035 in (0.9 mm) Tapered			
50	KP2744-045T, Copper Plus® Contact Tip 350A .045 in (1.2 mm) Tapered			
12	KP44-3545-15, Cable Liner .035-.045 in (0.9-1.2 mm) 15 ft (4.6 m)			
2	KP1697-035C Drive Roll Kit .030 - .035 in (0.8 - 0.9 mm) Cored Wire			
12	KP1697-045C Drive Roll Kit .040 - .045 in (1.0 - 1.2 mm) Cored Wire			
2	KP1695-035A Drive Roll Kit .035 in (0.9 mm) Aluminum Wire			
2	KP1695-3/64A Drive Roll Kit 3/64 in (1.2 mm) Aluminum Wire			
2	K2704-2 COUGAR™ PUSH-PULL WELDING GUN, AIR-COOLED, 25 FT.			
2	K1702-1 Dual Cylinder Mounting Kit			

Subtotal:

Shipping, Tax and Installation (if applicable):

TOTAL:

Authorized signer approving above pricing

Signature _____ Date _____

II. REQUEST FOR QUOTE 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 QUOTE) to the Owner's project manager at the address noted below.

Written communications, other than the QUOTE, may also be emailed to cvanvleet@mohave.edu.

Christine Van Vleet
Director of Procurement
Mohave County Community College
1971 Jagerson Avenue
Kingman AZ 86409
Voice: 928-692-0819
FAX: 928-757-0814

From the date of issuance of your QUOTE, 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 QUOTE.

2. Delivery of Quote: Quotes shall be delivered to the location indicated on the cover of this RFQ. Quotes shall be clearly marked as follows:

Welders and Accessories
Welding Skills Centers
Submitted by (The name of the Bidder)
Due Wednesday, FEBRUARY 7, 2018 4:00 PM (AZ Time)

Quotes 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 Quote 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 Quote. Delivery services and "overnight mail" cannot be relied upon to make timely deliveries. Telegraphic, telephonic, facsimile, or electronic submittals will not be considered.

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

3. Format of Quote: Any documents submitted in response to this RFQ shall be a maximum of twenty (20) pages in length and printed on both sides of 8-1/2" x 11" pages. Please mark the Quote 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 RFQ.

4. Interpretation of RFQ Documents before Submittal: A Bidder who desires clarifications of the Equipment or submittal requirements may submit written questions to the individual listed under contact with the Owner of this RFQ. Responses to questions will be issued to all known RFQ holders in the form of Addenda. All solicitations and Addenda can be found at www.mohave.edu/procurement. 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 RFQ Documents will be made only by written addendum which will be posted at www.mohave.edu/procurement. The Owner is not responsible for any other explanations or interpretations of the RFQ Documents.

5. Outline for Quote: A Bidder shall use the following outline to describe a solution to the RFQ.

The Quote 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 RFQ; 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 main contact for requested items. 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. Confirm the availability of the equipment identified in the Quote. Specifically state that reasonable diligence has been exercised in the preparation of the Quote 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 RFQ, or specifically identify and explain any item to which an exception is taken. Exceptions taken may render a Quote 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
Director of Procurement
Mohave Community College
1971 Jagerson Ave
Kingman, AZ 86409

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

- A. 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 Quote, and any resultant contract. Any exceptions thereto must be specific, in writing, and may render a Quote non-responsive, and may be considered in scoring under appropriate criteria.

1. **Purpose:** The purpose of the RFQ is to enter into a contract with a qualified vendor to provide equipment 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 RFQ 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. **Proprietary Information:** Bidder may designate portions of the Quote 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.
3. **Clarification of Requirements:** It is the responsibility of each Bidder to examine the RFQ Package and seek clarification of any item or requirement that may be clear or unclear to them and to check all Quotes for accuracy before submittal to the Owner. **Please refer to Section II for questions and inquiries.**
4. **Integrity of Quote:** By submitting a Quote, 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 Quote;
 - B. The submission of the Quote 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.
5. **Mistakes in Quote:** A Bidder may withdraw their Quote or correct any mistake by modifying the Quote prior to the time and date set for receipt.
6. **Rejection:** The Owner reserves the right to reject any or all Quotes or any part thereof, or to accept any Quote or any part thereof, and to waive any informality in any Quote 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 Quotes or reissue the RFQ.

7. 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.
8. Acceptance Period: A response to this RFQ is an irrevocable offer for ninety days after the time and date for receipt of Quote based upon the terms and conditions contained in this RFQ.
9. Gratuities: The Owner, by written notice, may terminate any contract issued related to this RFQ 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.
10. Conflict of Interest: Any contract issued related to this RFQ 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.
11. Agency Contact: The Owner contact person who will work with the successful Bidder, furnish information, answer questions, direct team efforts, provide guidance, etc., is Christine Van Vleet, Director of Procurement.
12. 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.
13. Assignment. No right or interest in this solicitation and/or any contract that may arise from this solicitation shall be assigned by the Bidder, 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.
14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. Severability: The provisions of this RFQ 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.

20. 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.

21. Reservation of Rights by the Owner: The Owner expressly reserves the right to:

A. Reject any or all Quotes.

- B. Withhold the award for any reason it may determine.
 - C. Terminate the RFQ process at any time.
 - D. Modify or reissue the solicitation.
 - 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 RFQ.
 - F. Request more information from any or all Bidders.
 - G. Hold all Quotes for a period of ninety days after the opening date and time, and accept a Quote not withdrawn before the scheduled opening date and time.
 - H. Waive or decline to waive irregularities in any Quote, or in the solicitation process.
 - I. Decline to enter into a contract with any of the applicants.
22. Costs of Proposal Preparation and Participation in RFQ Process:
Any cost incurred by Bidder in preparation, transmittal, or presentation of any information or material submitted in response to the RFQ, or participation in the selection process activities, shall be borne solely by Bidder.
23. Return of Quotes: Any documents submitted in response to the RFQ become the property of the Owner, and will not be returned.
24. Contract: Should this RFQ 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 RFQ 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.

25. 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.

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

Submittals in response to the RFQ may contain data that Bidder does not reasonably want disclosed for any purpose other than evaluation of the Quote. If so, Bidder shall clearly identify the specific pages of the Quote 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. Any information submitted in response to the RFQ may be disclosed in response to a Request for Inspection of Public Records submitted pursuant to applicable Arizona Revised Statutes.

27. 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 Quote. Failure to do so shall result in rejection of the Quote.

28. Disqualification: The offer of a Bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

29. 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.

30. Bidder: Wherever the term "Bidder" is used in this RFQ, it shall mean each or any of the individuals, firms, partnerships, corporations, submitting a Quote for equipment and/or services sought by the Owner for this Project.

ATTACHMENT A:

SCHEDULE OF EVENTS

Following is the sequence of events and anticipated schedule for this RFQ process and project. This schedule is subject to change at the discretion of Mohave Community College.

<u>Scheduled Activity</u>	<u>Anticipated Date</u>
Issue RFQ	January 10, 2018
Due date for Quotes	February 7, 2018
MCC Board Meeting	February 9, 2018
Award	February 12, 2018

ATTACHMENT B:
NON-COLLUSION AFFIDAVIT FORM

Welding Equipment RFQ – Welding Skills Centers

State of _____

County of _____

_____, affiant, the

_____ of

(TITLE)

(NAME OF COMPANY)

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

That such Quote 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 _____, 2018.

SIGNATURE OF NOTARY PUBLIC
IN AND FOR THE

COUNTY OF _____

STATE OF _____

(My Commission Expires _____, _____)