



Merced Community College District
Purchasing Department
3600 M Street
Merced, CA 95348
Phone: (209) 384-6300
FAX: (209) 384-6310

Bid Documents for BID #2020-05
MERCED COLLEGE SHEAR WELDING MACHINE

Bid Opening Date & Time, **Wednesday, September 30, 2020 at 10:00am**

To: Prospective Bidders

Attention: Please review this document as soon as you receive it.

The deadline for Bidder questions is: Thursday, September 24, 2020 @ 12:00 a.m.

Please immediately review our "Bid Process Timeline"; Item #1, Page 4 for Bidders.

Any requests for interpretation or corrections must be made in accordance with the "Information for Bidders"; Page 4, and "Interpretation of Documents"; Page 8.

If you wish to bid, your completed bid must be returned in a sealed envelope, no later than the Bid Opening Date and Time as stated in the Notice to Bidders.

If you have questions regarding the bid requirements or timeline, please contact:
Chuck Hergenraeder at (209) 384-6300 or charles.hergenraeder@mccd.edu

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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Merced Community College District of Merced County, California, acting by and through its Governing Board, hereinafter referred to as the "District", will receive up to, but not later than **Wednesday, September 30, 2020 at 10:00am.** Sealed bids for the award of a contract for:

BID #2020-05: Merced College Welding Shears

Such bids shall be received in the Purchasing Office, Merced Community College District, 3600 M Street, Merced CA, 95348, at the above stated time and place; and such bids shall be opened and publicly read aloud promptly thereafter.

Any bid received after the stated date and time will not be considered. Bids submitted and participation by interested bidders in the process shall be at no cost or obligation to the District.

Each bid must conform and be responsive to this invitation, the Information for Bidders, the Specifications, the Plans, if any, and all other documents comprising the pertinent contract documents. Copies of the Contract Documents are now on file and may be obtained from the following District bid website (in the Purchasing Services section.)

<http://www.mccd.edu/offices/purchasing/bids.html>

The District reserves the right to reject any or all bids, to accept or to reject any one or more items on a bid, or to waive any irregularities or informalities in the bids or in the bidding process.

No bidder may withdraw its bid for a period of ninety (90) days after the date set for the opening of bids.

If you have questions regarding the bid requirements or timeline.

Contact: Chuck Hergenraeder at charles.hergenraeder@mccd.edu

BY THE ORDER OF THE GOVERNING
BOARD OF THE MERCED COMMUNITY
COLLEGE DISTRICT

Chris Vitelli, Ed.D, Superintendent/President
Merced Community College District
Merced County, California

Publication Date: **September 16, 2020**

Publication Date: **September 23, 2020**

INFORMATION FOR BIDDERS – Specific

The following information is specific to this Bid / Contract. Information stated in this “Information for Bidders – Specific” section supersedes any conflicting information which may be contained in the following “Information for Bidders – General” section.

1. BID PROCESS TIMELINE: The following is the timeline for bid submittals and the bid evaluation and selection process:

DATE AND TIME	DEADLINE / PROCESS DESCRIPTION
<p>September 30, 2020</p> <p>Ad # 1: September 16, 2020</p> <p>Ad # 2: September 23, 2020</p>	<p>District notifies prospective bidders of bid. District also places bid document on following District bid website:</p> <p>http://www.mccd.edu/offices/purchasing/bids.html</p>
<p>September 24, 2020 at 12:00pm</p>	<p>Deadline for Vendors to e-mail to the District their requests for interpretation of bid documents as follows:</p> <p>FAX: (209) 384-6310 (Attn: Chuck Hergenraeder)</p> <p>E-Mail: Chuck Hergenraeder: charles.hergenraeder@mccd.edu</p> <p>Phone: (209) 384-6300 (Attn: Chuck Hergenraeder)</p>
<p>September 25, 2020 at 4:00pm</p>	<p>Deadline for District to issue Addenda and to place Addenda on the District bid website.</p> <p>NOTE: Bidders are ultimately responsible for checking the District’s bid website promptly after this deadline to ensure that they are aware of any and all addenda to this bid. If the District needed to extend this addenda deadline, the District would first issue / post an addendum to officially extend the addenda deadline. Bidders may contact the District’s contact: Chuck Hergenraeder at charles.hergenraeder@mccd.edu or 209-384-6300 to verify the status of Addenda.</p>

DATE AND TIME	DEADLINE / PROCESS DESCRIPTION
September 30, 2020 at 10:00am	<p>BID OPENING DATE AND TIME (BID SUBMITTAL DEADLINE). <u>Sealed Bids</u> must be received no later than this date and time at the following address:</p> <p>Merced College Attn: Purchasing Department, Bid #2020-05 3600 M Street Merced, CA 95348</p> <p><u>Note:</u> Such bids shall be opened and publicly read aloud promptly thereafter in the Purchasing Department.</p>
October 13, 2020	Tentative Date: District's Governing Board, at their official Governing Board Meeting, awards contract(s) to the selected vendor(s).
October 14, 2020	Tentative Date: Agreement(s) signed by District and awarded vendor(s); W-9. District issues purchase order(s) to selected vendor(s).
November 30, 2020	Deadline for vendor to deliver the ordered equipment to the District.

2. MANDATORY (or NON-MANDATORY) PRE-BID CONFERENCE: None

3. PERIOD OF CONTRACT / TYPE OF CONTRACT:

This bid is for: One-Time Purchase of Goods and/or Services Refer to the Specifications; "Materials and/or Service" section for further information.

4. COMPOSITION OF THE BID DOCUMENTS: The bid is comprised of the documents listed in the Table of Contents on Page 2. All parts will become a binding part of an award to the successful bidder. The Agreement will require completion by the awarded bidder upon notice of award.

Note: The District provides the bid documents as PDF file(s), which are accessible from the District's Bid Website.

The District will not provide Bidders with a separate Word or Excel file of the bid documents or the Bid Sheets.

5. DISTRICT SEPARATE PLANS AND / OR SAMPLE(S) ENCLOSED: None
6. DOCUMENTS TO BE INCLUDED IN THE BIDDER'S BID SUBMITTAL PACKAGE:
A Bidder's bid submittal must include the following items, completely filled out and signed by authorized signatory personnel of the Bidder's company, in order to be considered a responsive bid:
- A. The following District forms, supplied in these bid documents, MUST be completely filled out and signed by authorized signatory personnel of the Bidder's company and are to be included in the Bidder's Bid Submittal package:
- Bid Form
 - References
 - Workers Compensation Insurance Certificate
 - Non-Collusive Bidding Declaration
 - Bid Sheets

Do not re-format these forms.

- B. The following Bidder's additional information is to be included in the Bidder's Bid Submittal Package:
- Bidder's Additional Information: See pages 29-31 for equipment specifications.

Bidder's submittal must be equal to or better than specifications listed herein.

- **SUBMIT ONLY ONE (1) ORIGINAL BID SUBMITTAL PACKAGE** and submit (3) additional copies. Please submit only the required forms and/or documents. Any remaining and non- required pages of the bid document which the Bidder returns to the District in its bid submittal will be discarded by the District.
- **DO NOT TAKE EXCEPTION TO THE BID DOCUMENT SPECIFICATIONS, TERMS AND CONDITIONS.** The District reserves the right to reject, and most likely will be required to reject, any bid which imposes conditions or terms on purchases of the goods and/or services which were not specified in the original Request for Bids document.

The Purchasing Office staff will be opening all bids in the presence of any and all vendors who choose to attend the bid opening. As each bid is opened, Purchasing staff will read the Bidder/Company name and will comment whether or not the above listed forms and documents appear to have been properly submitted (completely filled out and signed). Purchasing staff will also announce the Bidder's stated Grand Total Bid Evaluation Cost.

Note: All documents are subject further review, validation and bid evaluation cost correction by the Purchasing Office Staff.

Bidder Name: _____ Signed by: _____

7. BIDDER'S SAMPLES TO BE SUBMITTED AT TIME OF BID: None
8. BID BOND REQUIREMENT: A Bid Bond is NOT required of Bidders.
9. PAYMENT AND/OR PERFORMANCE BONDS TO BE REQUIRED OF AWARDED VENDOR(S):
 - Payment and Performance Bonds will NOT be required of the Awarded Vendor(s).
10. REFERENCES: Bidders are required to complete the "References" sheet as part of their bid submittal. Bidder must be able to present evidence of satisfactory experience providing similar goods and/or services as those specified in this Request for Bid.
11. SUBVENDOR'S LIST: Not Applicable
12. VENDOR'S CERTIFICATION REGARDING WORKER'S COMPENSATION:
The District requires Bidders to submit a certification form at the time of bid submittal.
13. MAILING / DELIVERING THE BID: The Bidder is ultimately responsible for the timely submittal of the Bidder's sealed Bid Package. Whether the package is hand-delivered or sent via U.S. Postal Service, U.P.S., FedEx, etc., all packages must be clearly addressed to the location shown in Item # 1 above. To ensure that the bid package remains sealed until the bid opening date and time, clearly indicate the Bid # on the outside of the package, or at a minimum, on the sealed envelope that may be placed inside of the mailing package or carton.

If hand-delivering the bid package to the District, refer to the Campus Map enclosed in these Bid Documents. The campus map and directions to the college are also available at the following website:

<http://www.mccd.edu/maps/>

Allow sufficient time to obtain a Parking Permit from one of the parking ticket dispensers, which are clearly identified on the campus map. A displayed Parking Permit will allow you to park in any stall not marked: Administrator, Staff, or ADA.

The Purchasing Services Office is located on the Merced Campus, on the corner of Community College Drive West and University Drive.

14. METHOD OF CONTRACT AWARD:
MCCD reserves the right to reject any or all bids, to waive responsible or informalities of any bids or in the bidding. The contract will be awarded to the lowest responsive bidder.

Bidder Name: _____ Signed by: _____

INFORMATION FOR BIDDERS - General

1. SECURING DOCUMENTS: Plans, specifications and other contract document forms will be available without charge, and may be secured by prospective bidders from the Merced College Purchasing Office website:

<http://www.mccd.edu/offices/purchasing/bids.htm>

Bidders who obtain their bid document copies from the District's website shall be responsible for checking that website immediately after the deadline date for the District to fax any addenda to vendors, to ensure that they have obtained any and all addenda for the bid (see "Information for Bidders", Item #1).

2. BIDS / PROPOSALS: Bids to receive consideration shall be made in accordance with the following Instructions:

- a) Bids shall be made upon the form therefore obtained from the Purchasing Office Website, and properly executed. Bids shall be written in ink or by typewriter. The signature of all persons signing shall be in longhand. Quotations are to be verified before submission, as they cannot be corrected after bids are opened. The completed form shall be without interlineations, alterations or erasures. Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered.
- b) Before submitting a bid, bidders shall carefully examine the specifications and the forms of the other documents. They shall fully inform themselves as to all existing conditions and limitations, shall include in the bid a sum to cover the cost of all items included in the contract, and shall insure that unit cost and total cost is reflected in the bid. No allowance will be made because of lack of such examination or knowledge.
- c) Whenever in our specifications, any material, process, or article is indicated of specified grade, proprietary name, or by name of manufacturer, or by use of model number or brand, such description/specification shall be deemed to be used for the purpose of facilitating the description of the item desired and shall be deemed to be bid as described "or equal". Bidder may, unless otherwise stated, offer any such item which would be considered equal or substitute better in every respect to that so indicated or specified. The brand names, model numbers, etc. shown in the bid request are strictly for the purpose of establishing the type, standard of performance and quality required. The description must accompany bid proposals for evaluation, which bidder deems as equivalent to specifications listed. The decision as to acceptability of "or equal" item rests solely with the District staff. Bidder shall submit complete illustrative and technical data on the item bid as equal. Failure to do so may Nullify the bid. The item in all cases must be equal to or better in regards to quality or performance to the item specified in the bid request. Any concerns regarding these specifications must be called to the attention of the District prior to the opening date set forth herein.

Bidder Name: _____ Signed by: _____

- d) All items on which bids are submitted shall be new and must in all cases be equal or better in quality and utility to those manufacturers or brands specified by the District.
 - e) The make or brand and grade of the item on which bid is submitted shall be stated on the bid form. When the make or brand and grade of the article is not stated, it will be understood to be the specific article referenced by the District.
 - f) The bid shall include California sales or use tax, or Federal excise tax.
 - g) All bids on items shall be F.O.B. school location as specified.
 - h) No charge for packing, draying, postage, express, or for any other purposes will be allowed over and above the prices bid.
 - i) Bids shall be delivered to said Merced College Purchasing Office on/or before the day and hour set for the opening of bids in the NOTICE TO BIDDERS. Bids shall be enclosed in a sealed envelope and bear the description of the bid call and the name of the bidder, to see that their bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.
 - j) All items on which bids are submitted shall be available for testing, inspection or trial at no expense to the District, within three working days upon request. The District shall conduct necessary testing within five (5) working days. In addition, the District shall bear no liability of said items.
 - k) When requested, bidder shall submit properly marked samples of each article on which bid is made to the Purchasing Office, Merced College, 3600 M Street, Merced CA, 95348. Each sample submitted must be marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid and (3) item number. Bid and samples must not be sent in the same package.
 - l) Samples of items, when required, must be furnished free of expense to the District and if not destroyed by tests, will upon request, be returned at the bidder's expense.
 - m) All articles awarded on contract shall be subject to inspection and rejection. All expenses incurred in connection with furnishing articles for inspection shall be borne by the vendor.
3. PRICES: All bid prices shall include separate quotations for each item or unit specified. Corrections may be inserted prior to the bid opening. Changes must be made in ink and initialed by the person signing the bid or by his authorized representative. In any case in which the total bid price does not equal the unit prices times the quantities indicated, unit prices shall govern.
4. BID SECURITIES, PERFORMANCE BONDS, PAYMENT BONDS: If any bonds or guarantees are required by the District of the bidders or the successful bidders, those bonds or guarantees are so stated in the "Information for Bidders" and/or the

Bidder Name: _____ Signed by: _____

“Specifications – Material and/or Service” sections of these bid documents.

5. LISTING OF SUBVENDORS: If the District requires that the Bidder submit a listing of Sub-Vendors for this contract, it shall be indicated in the “Information for Bidders” section of these bid documents.
6. NON-COLLUSIVE BIDDING DECLARATION: The form of such declaration is included as part of the contract documents. Each bidder shall sign the declaration and submit it with his/her sealed bid.
7. WORKERS’ COMPENSATION: All Vendors are expected to comply with all applicable workers’ compensation requirements. When services will be performed at District facilities and/or deliveries of materials are expected to be made by the Vendor itself to the District, the District will require from the Vendor proof of Worker’s Compensation coverage. If the District requires that the Bidder submit with its bid submittal a statement regarding compliance with Worker’s Compensation for this contract, it shall be indicated in the “Information for Bidders” section of these bid documents.
8. INTERPRETATION OF DOCUMENTS: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, he/she may submit to the Purchasing Office of Merced College a written request for an interpretation or correction thereof. It is the sole and exclusive responsibility of the Bidder to submit such request in sufficient time for the District’s response thereto and delivery of such response to all Bidders prior to the scheduled closing for receipt of Bids. Any request of any Bidder, pursuant to the foregoing sentence that is made after the deadline date and time specified in the “Bid Process Timeline” shall be deemed untimely. Please fax or e-mail your requests to the Purchasing Office as described in the “Bid Process Timeline”. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by Merced College Purchasing Office staff, and a copy of such Addendum shall be posted on the District’s Bid Website.
9. ADDENDA OR BULLETINS: Any addenda or bulletins issued by the Merced Community College District during the time of bidding or forming a part of the documents issued to the bidder for the preparation of the bid shall be covered in the bid and shall be made a part of the contract. The Bidder shall notate in the applicable spaces provided on the Bid Form any and all addenda numbers issued by the District for this Bid.
10. WITHDRAWAL OF BIDS: Any bidder may withdraw their bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids, but not after.
11. OPENING OF BIDS: Bids will be opened and publicly read aloud at the time and place scheduled in the “NOTICE TO BIDDERS”.

Bidder Name: _____ Signed by: _____

12. DEMONSTRATIONS: If the District considers a need, bidders shall be required to arrange demonstrations of items or services bid. Failure to be able to provide such working demonstration may disqualify the bidder's bid submittal. Unless otherwise requested by the District, bidders shall be required to provide the requested demonstrations at the District's facility. ALL DEMONSTRATIONS SHALL BE PROVIDED FREE OF CHARGE TO THE DISTRICT. Bidders may be required to reimburse the District for travel to demonstrations not held at the District's Facility.
13. EQUAL BIDS: When bids are equal, any payment term discounts offered by the vendors on their submitted Bid Form or Bid Sheet(s) shall be taken into consideration first; the bid submitted by the vendor who has offered the best payment term discount shall be considered the lowest bid amongst those previously considered "equal" bids. After any offered payment term discounts have been taken into consideration, when bids still remain equal, they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.
14. AWARD OR REJECTION OF BIDS: The contract(s) will be awarded as explained in the bid documents section "Information for Bidders - Specific." The Governing Board of Merced Community College District, however, reserves the right to reject any/or all bids, to accept or reject any one or more items of a bid, and to waive any informality in the bids or in the bidding.
15. WITHDRAWAL OF BIDS AFTER OPENING: No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening thereof.
16. AGREEMENT: The form of agreement, which the successful bidder, as Vendor, will be required to execute, is included in the contract documents and should be carefully examined by the bidder. The agreement will be executed in two (2) original counterparts. The complete contract consists of the following documents: The Notice to Bidders, the Information for Bidders, the Accepted Bid, the Specifications, the Plans, if any, and the Agreement, including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instruction or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery and/or installation of all items called for in the contract.
17. CONDITIONAL BID: The District reserves the right to reject any bid which imposes on purchases any conditions or terms which were not specified in the original bid document.
18. PRICES SHALL REMAIN FIRM FOR A PERIOD OF NINETY (90) DAYS AFTER THE BID OPENING DATE SPECIFIED.

Bidder Name: _____ Signed by: _____

19. BID PROTEST: Submittal of Bid Protest. Any Bidder submitting a Bid Proposal to the District may file a protest of the District's intent to award the Contract provided that all of the following are complied with: (i) the bid protest is in writing; (ii) the bid protest is filed and received by the District's Vice-President, Administrative Services not more than five (5) calendar days following the date of issuance of the District's Notice of Intent to Award the Contract; and (iii) the written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence. Any bid protest not conforming to the foregoing shall be rejected by the District as invalid.

District Review and Disposition of Bid Protest. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Vice-President, Administrative Services or such individual(s) as may be designated by him/her (Designee), shall review and evaluate the basis of the bid protest. The District's Vice-President, Administrative Services or Designee shall provide the Bidder submitting the bid protest with a written statement concurring with or denying the bid protest (Bid Protest Response). The Bid Protest Response is deemed the final action of the District and not subject to appeal or reconsideration by any other employee or officer of the District or the Board of Trustees of the District. The issuance of the Bid Protest Response by the District's Vice-President, Administrative Services or the Designee is an express condition precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District's intent to award the Contract, the District's disposition of any bid protest or the District's decision to reject all Bid Proposals. If any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party (ies) shall recover from the other party (ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

Bidder Name: _____ Signed by: _____

SAMPLE ONLY – do not submit with Bid]

AGREEMENT

[To be executed between the District and the selected/awarded vendor/s]

THIS AGREEMENT, made and entered into this _____ day of _____ 20__, by and between the MERCED COMMUNITY COLLEGE DISTRICT, Merced County, California, hereinafter called the “District”, and _____, hereinafter called the “Vendor”.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

THE CONTRACT DOCUMENTS: The complete contract consists of the following documents: The Notice to Bidders, the Information for Bidders, the Accepted Bid, the Specifications, the Plans, if any, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Vendor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.

THE MATERIALS, SUPPLIES and/or SERVICES: The Vendor agrees to furnish the item or items of the stated bid listed herein, and all transportation, service, labor and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the Specifications, Plans, if any, and other contract documents, at the price or prices hereinafter set forth. The District shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of its delivery and acceptance by the District. It is understood by the Vendor that all items or service will be promptly delivered to Merced Community College District as stipulated in the contract documents. The items and/or services awarded are as follows:

For BID#: 2020-05, SHEAR WELDING MACHINE

NOTICE TO PROCEED: The Vendor shall not proceed to deliver the awarded items and/or perform the services as awarded until the District has issued the Vendor an official Notice to Proceed or has issued a District Purchase Order referencing this award and Agreement.

Bidder Name: _____ Signed by: _____

PAYMENTS: After delivery of any or all of the items and/or services hereinabove set forth and their acceptance by the Governing Board's representative, the District agrees to pay to the Vendor, and the Vendor agrees to accept in full payment therefore, the sums set opposite each item, according to all the terms, conditions and specifications of the contract documents.

IN WITNESS WHEREOF the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Vendor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

MERCED COMMUNITY COLLEGE DISTRICT

Merced County, California

Vendor Name

By: _____

Chris Vitelli, Ed.D

Print _____

Name: Superintendent/President

Title: _____

Date: _____

Date: _____

Approved by Governing Board on: _____

SPECIFICATIONS – Material and/or Service

Bidder Name: _____

Signed by: _____

The following information is specific to this Bid / Contract. Information stated in this “Specifications – Material and/or Service” section supersedes any conflicting information which may be contained in the “Specifications – General Contract Terms & Conditions” section.

1. **DELIVERY DEADLINE: November 30, 2020**

2. MATERIAL SPECIFICATIONS:

- a. All equipment shall be NEW, original OEM, and shall not be reconditioned or re-manufactured nor have been used as display products or “B stock”.
- b. For each item being offered by the Bidder on the Bid Sheet, regardless of whether the offered item is exactly “as specified” or is a purported “equivalent”, the Bidder must be either the actual manufacturer of the item or the manufacturer’s authorized reseller / distributor of that item.

3. DELIVERY OF ITEMS TO:

Merced College Welding Room, 3600 M Street, Merced Ca 95348

Deliveries may be made Monday through Friday, from 8:00am–4:00pm. (Time of delivery should be mutually agreed)

Excluding holidays; no deliveries shall be made on Saturdays or Sundays.

IMPORTANT NOTICE: Bidders are advised that the District does not have a standard raised loading dock. Therefore, for large and/or heavy orders, the vendor should backload pallets to the end of the truck.

4. VENDOR TO COORDINATE DELIVERY AND OR SERVICE WITH DISTRICT REPRESENTATIVE: **Julissa Macias, 209-384-6301**

5. ADDITIONAL SPECIFICATIONS ARE LISTED ON THE BID SHEETS

6. PRICES / RATES: The District will pay the Vendor for actual items/services provided to the District at the prices/rates that are listed on the Vendor’s (selected vendors) “Bid Sheets” that are/were submitted as part of Vendor’s Bid.

7. DISTRICT INSPECTOR for this Contract, the designated District Inspector shall be as follows:

Chuck Hergenraeder 209-384-6300

8. PAYMENT OR PERFORMANCE BONDS REQUIRED OF THE VENDOR: Before the

Bidder Name: _____ Signed by: _____

District issues the Vendor either a Notice to Proceed or a District Purchase Order, the Vendor shall submit the following required bonds to the District's Purchasing Office:

- Payment Bond: None
- Performance Bond: None

9. AUTHORIZATION / NOTICE TO PROCEED: The Vendor shall not proceed to deliver the awarded items and/or perform the services as awarded until the District has issued the Vendor an official Notice to Proceed or has issued a District Purchase Order referencing this award and Agreement. SPECIFICATIONS – General Contract Terms & Conditions

The following terms and conditions shall apply, as applicable to the subject materials and/or services for this Bid, to the awarded contract and any purchase order issued as a result of the awarded contract. The Vendor also may be referred to below as the Bidder, Vendor, or Supplier.

1. PERMITS AND LICENSES: Bidder and all of the Bidder's employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with all applicable Federal, State, County and City requirements.
2. TAX I.D. INFORMATION: When requested by the District, the awarded Vendor shall be required to promptly submit its current tax identification information to the District, using the District's own "Payee Data Record" form, which is in lieu of a W-9; this form provides the District with additional important information to ensure that the awarded Vendor is correctly set up as a vendor in the District's financial systems.
3. THE DISTRICT'S INSPECTOR: All items shall be subject to the inspection of the designated District Inspector for this Contract or such qualified officer or employee as the Governing Board of the District may substitute therefore. Inspection of the items shall not relieve the Vendor from any obligation to fulfill this Contract. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District Inspector and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Vendor shall immediately remedy such defect in a manner satisfactory to the District.
4. REMOVAL OF REJECTED ITEMS: All items rejected by the District Inspector at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Vendor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

Bidder Name: _____ Signed by: _____

5. **TERMINATION FOR BREACH:** If the said Vendor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, then said District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies or services elsewhere, and hold said Vendor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Vendor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.
6. **DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The District may withhold a sufficient amount or amounts of any payment otherwise due to the Vendor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.
7. **EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES:** Should the District at any time during the performance of the contract, request any alterations, deviations, additions or omissions from the Specifications or Plans or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but the cost will be added to or deducted from the amount of said contract price as the case may be, by a fair and reasonable valuation.
- The estimated cost of a proposed change shall be established in one or more of the following methods:
- By an acceptable lump sum proposed from the Vendor.
 - By unit price agreed upon by the District and the Vendor.

No change shall be made in any specification of any item under the contract unless a written statement setting forth the object of the change, its character, amount and the expense thereof is first submitted to the District and written consent thereto obtained.

8. **TIME OF COMPLETION:** The Vendor shall begin performance of the Contract promptly upon due execution and delivery to the District of the Contract and Bond (if required). The Vendor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the contract documents.
9. **HOLD HARMLESS CLAUSE:** The Vendor agrees to defend and hold harmless the Merced Community College District, its Board of Trustees, officers, agents and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, however caused,

Bidder Name: _____ Signed by: _____

brought or recovered against any of the above that arise for any reason from or during or alleged to be caused by the Vendor's performance while engaged in the services under this contract.

10. DELAY DUE TO UNFORESEEN OBSTACLES: The parties to this contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of the materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.
11. ATTORNEY'S FEES: If suit is brought by either party to this contract to enforce any of its terms including all component parts of the contract documents), and the District prevails in suit, the Vendor shall pay all litigation expenses incurred by the District, including attorneys' fees, court costs, expert witness fees and investigation expenses.
12. VENDOR IS NOT AN OFFICER, EMPLOYEE OR AGENT OF THE DISTRICT: While engaged in carrying out and complying with the terms and conditions of this contract, the Vendor is an independent Vendor, and is not an officer, employee or agent of the District.
13. INSURANCE REQUIRED BY THE VENDOR: The Vendor shall maintain insurance adequate to protect him/her from claims under workers' compensation acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the contract in the amounts specified in the Specifications. The Vendor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Vendor.

The Merced 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.

14. SUBCONTRACTING: Vendor agrees to bind every sub-Vendor by terms of the contract as far as such terms are applicable to sub-Vendor's work. If Vendor subcontracts any part of this contract, Vendor shall be as fully responsible to the District for acts and omissions of his sub-Vendor, and of persons either directly or indirectly employed by his sub-Vendor, as he is for acts and omissions of persons directly employed by him. Nothing contained in contract documents shall create any contractual relation between any sub-Vendor and District.

Bidder Name: _____ Signed by: _____

District's consent to or approval of any sub-Vendor under this contract shall not in any way relieve Vendor of his obligations under this contract and no such consent or approval shall be deemed to waive any provision of this contract.

15. ASSIGNMENT OF CONTRACT: No assignment by the Vendor of any contract to be entered into hereunder or of any part thereof, or of funds to be received thereunder by the Vendor, will be recognized by the District unless such assignment has had the prior approval of the District and the surety has been given due notice of such assignment in writing and has consented thereto in writing.
16. CASH DISCOUNTS: All cash discounts shall be taken and computed from the date of delivery or the date of the receipt of the invoices, whichever is later.
17. TOLL CHARGES: If it is necessary that the District place long distance telephone calls in connection with the contract (for complaints, adjustments, shortages, failure to deliver, etc.), the Vendor shall accept charges for such calls on a reverse charge basis. 18. SHIPPING INSTRUCTIONS: Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination. If and when authorization is granted to shipping goods F.O.B. shipping point, Supplier agrees to prepay all shipping charges, route by least expensive common carrier, and to bill the District as a separate item on the invoice for said charges less Federal Transportation tax. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that the District reserves the right to refuse any C.O.D. shipments. Delivery of material and specified documentation by the delivery date is essential to maintain the operating schedule of Merced Community College District. Deliveries may be expedited by the District. Suppliers shall notify Purchasing Office Staff promptly of any conditions affecting the delivery date. The District may at its sole option accept or return deliveries which vary from the specified delivery date or quantities except for authorized partial shipments.
19. TITLE AND RISK OF LOSS: Title and risk of loss or damage to material shall pass from Supplier to the District at F.O.B. point set forth in the Purchase Order. Title shall be free and clear of any and all liens and encumbrances whatsoever. When delivery is F.O.B. Shipping Point or Origin and if material is received at destination in a damaged condition due to carrier responsibility, Supplier shall assist the District in establishing carrier liability by supplying evidence that the material was properly manufactured, packaged and secured to withstand normal transportation conditions. If a claim for such damage is denied by the carrier on the basis that damages were attributable to Suppliers, the Supplier shall repair or replace such damaged material at no cost to the District.

Bidder Name: _____ Signed by: _____

20. **PACKING:** All items listed on the Purchase Order shall be packaged and shipped in accordance with good shipping practices. All items or their containers shall be piece marked with a description and Purchase Order number. Items disassembled for shipment shall be match marked. Unpainted surfaces and openings shall be protected from impact and weather damage.
21. **PAYMENT:** All invoices shall be submitted to the District in triplicate. In the event the District is entitled to a cash discount, the period of computations will commence on the date of delivery, or receipt of a currently completed invoice, whichever is later. If an adjustment in payment is necessary due to damages, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the Purchase Order, but the invoice does not reflect the existence of a cash discount, the District is entitled to a cash discount with the period commencing on the date it is determined by the Accounts Payable Technician that a cash discount applies.

All invoices not providing a discount shall be paid within thirty days after receipt of material at the required destination. For any portion of the material which does not conform to the requirements of the Purchase Order, a corresponding portion of the price may be withheld until such nonconformance is corrected. Payment shall not forfeit the District's right to inspect and accept the material and its documentation, nor shall the withholding of any payment or prorated portion thereof preclude the District from pursuing any other rights or remedies it may have under the Purchase Order.

Invoices shall separately identify sales or use taxes, and any authorized prepaid freight charges for Parcel Post, U.P.S. or any shipments designated "F.O.B. point of shipment, freight allowed." Sales and use taxes are not applicable to freight charges unless the Suppliers own their own transportation fleet.

Except for sales and use taxes, the Purchase Order price for the material is inclusive of all other fees, excises and charges which are now or hereafter imposed by federal, state, municipal, or other local public authority.

22. **ACCEPTANCE:** The District shall accept the material after sufficient tests (if required) and inspections have been made by the District within a reasonable time after receipt of the material to determine that the material meets all the requirements of the Purchase Order. If such inspections and tests show the material, or any part thereof, not to be as specified in the Purchase Order, the District may reject such material and Supplier shall be advised and shall promptly correct or replace such rejected material at Supplier's sole expense or at the District's option, shall issue credit for monies paid.

The District shall be permitted access to Supplier's facilities to inspect workmanship, observe tests and inspections, expedite manufacturing and obtain required

Bidder Name: _____ Signed by: _____

information for the material.

23. **WARRANTY:** Supplier warrants articles supplied under this contract to conform to specifications herein, and the items and or material is fit for the purpose. The District and Supplier agree that this order does not exclude or in any way limit other warranties provided for in this order or by law.

Supplier shall also warrant the item and or material to be free from defects in workmanship, materials, and design. Supplier shall conform to the requirements of the Purchase Order. Supplier shall, at its sole expense and promptly after notification by the District during the warranty period, correct or replace such defective material F.O.B. destination. The warranty period for such corrected or replaced material shall be an equal duration as the original warranty period and shall start upon acceptance of such corrected or replaced material.

24. **STATUTES AND CODES:** The material and or work shall comply with the applicable requirements of all statutes, acts, ordinances, regulations, codes and standards of legally constituted authorities having jurisdiction as of the date of the Purchase Order.

25. **TERMINATION:** If Supplier becomes insolvent or makes an assignment for the benefit of its creditors, or if a petition in bankruptcy is filed by or with respect to the Supplier, the District may, by notice in writing, terminate this order without liability to the Supplier except for items already accepted by the District. The District may terminate this order at any time by notice in writing to the Supplier. In such event, the District shall pay such termination charges as may be agreed upon. If agreement cannot be reached, the District will be liable for such sum as may lawfully be owing to the Suppliers on account of such termination, but in no event shall the District be liable for any loss of profits on the order or portion thereof so terminated.

26. **PATENT, TRADEMARK, AND COPYRIGHT INDEMNITY:** Supplier agrees to indemnify the District and hold it harmless from and against all claims, liability, loss, damages or expenses, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement, or litigation based thereon with respect to the goods or any part thereof covered by this order. Such obligation shall survive acceptance of the goods and payment therefore by the District.

27. **TAXES:** Unless otherwise indicated, the District agrees to pay all state sales and, when applicable, use tax. No charge by the Supplier shall be made for Federal Excise Taxes. The District agrees to furnish the Supplier, upon acceptance of the articles supplied under this Purchase Order, with a tax exemption of articles supplied under this Purchase Order and a tax exemption certificate where applicable.

Bidder Name: _____ Signed by: _____

28. **NON-WAIVER:** No provision of this order or the rights to receive reasonable performance of any act called for by the terms shall be deemed waived by a waiver by the District of a breach thereof as to any particular transaction or occurrence. No waiver by the District shall be valid unless expressly stated to be a waiver in a change order.
29. **UNCONTROLLABLE FORCES:** Supplier shall not be liable for delay in the delivery date or inability to perform the work due to any cause beyond its reasonable control, provided that the Supplier promptly notifies the District in writing of the nature, cause, date of commencement and expected impact of the event and has exercised due diligence in proceeding to meet the delivery date. The District shall then extend, if possible, the delivery date for an equitable period due to such causes. Such causes are as follows: strike, flood, fire, lightning, epidemic, and quarantine restriction, war, and sabotage, act of public enemy, earthquake, or material availability.
30. **PARTS:** Supplier warrants that any parts furnished to the District will be new and unused. Parts shall be exactly like originals and shall be warranted by Supplier that the parts will fit their intended use.
31. **GOVERNING LAW:** The Contract, Agreement, and Purchase Order shall be construed under the laws of the State of California as if executed and to be performed wholly within the State of California.
32. **ASSIGNMENT:** Neither the Purchase Order nor any interest under it shall be assigned to any entity without the prior written consent of the District. The Purchase Order shall not be deemed an asset of the Supplier. If the Supplier enters into any voluntary or involuntary receivership, bankruptcy, or insolvency proceedings, the Purchase Order may be canceled at the District's option upon written notice to the Supplier.
33. **NOTICES:** Any legal notice pertaining to the Purchase Order shall be in writing and sent registered or certified mail postage prepaid. The notice shall be sent to the District or to the Suppliers, as appropriate, to their respective addresses appearing on the Purchase Order.
34. **COMPUTER HARDWARE & SOFTWARE:** Vendor hereby warrants that the products or services to be provided under this agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention. Vendor further agrees to indemnify and hold harmless the Merced Community College District, the Chancellor's Office of the California Community Colleges, and any California community college using the vendor's products or services from any claim arising out of

Bidder Name: _____ Signed by: _____

its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement.

35. DELIVERIES: Deliveries are acceptable Monday, through Friday, between the hours of 8:00am-4:00pm. No deliveries will be accepted on Saturdays, Sundays, or legal school holidays, unless specifically provided for in the Purchase Order

BID FORM

Bidder Name: _____ Signed by: _____

TO: MERCED COMMUNITY COLLEGE DISTRICT, acting by and through its Governing Board, herein Called the "District":

Pursuant to and in compliance with your Notice to Bidders and the other documents relating thereto, the undersigned Bidder, having familiarized him/herself with the terms of the Agreement, the Specifications, the Plans, if any, and other Contract Documents, hereby proposes and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, all in strict conformity with the Specifications, Plans, if any, and other Contract Documents, including Addenda No's. _____, _____, _____, _____, _____, _____, and _____ on file at the Purchasing Office of said District for the prices set opposite the articles listed herein on the Bid Sheets.

It is understood that the District reserves the right to reject this bid in whole or in part; to waive informalities in the bids or in the bidding, and that this bid shall remain open and not be withdrawn for a period of ninety (90) days from the date prescribed for the opening of this bid.

It is understood that the successful bidder will be required to deliver: ALL ITEMS OR SERVICE OF THE STATED BID LISTED HEREIN, AS STIPULATED IN THE SPECIFICATIONS, PLANS, IF ANY, AND OTHER CONTRACT DOCUMENTS FOR THE FOLLOWING BID:

BID#: 2020-05, SHEAR WELDING MACHINE

Bidder Name: _____ Signed by: _____

BID SUBMITTAL CONTENT: It is understood that the complete BID SUBMITTAL shall include all of the following documents, completed and signed by Bidder's authorized agent/officer:

- BID FORM
- Bidder's list of REFERENCES.
- WORKERS COMPENSTATION INSURANCE CERTIFICATE
- NON-COLLUSIVE BIDDING DECLARATION form.
- BID SHEETS

It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within ninety (90) days after the opening of the bid, or at any time thereafter before this bid is withdrawn, the undersigned agrees that he/she will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted, all within five (5) days after receipt of notification of award, and that performance of the contract shall be commenced immediately by the Undersigned bidder, upon due execution and delivery to the District of the contract, and shall be completed by the Vendor in the time specified in said Contract Documents.

Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below.

Proper Name of Bidder (Company Name)

Address

By: _____
Signature of Authorized Agent/Officer

City, State & Zip Code

Print Name

Telephone Number

Title

Fax Number:

Date: _____

E-Mail address: _____

REFERENCES

Bidder Name: _____

Signed by: _____

Bidder must be able to present evidence of satisfactory experience in providing similar materials and/or services to that requested in this Request for Bid. List as references the three (3) nearest companies or governmental agencies for the proposed goods and/or services which can be contacted or inspected for an assessment of past client satisfaction.

Name of Company/Entity :			
Address :			
City / State / Zip Code :			
Contact Person :		Title :	
Phone Number / Ext. :		FAX # :	
Applicable Purchase Dates / Service Periods			
Comments :			

Name of Company/Entity :			
Address :			
City / State / Zip Code :			
Contact Person :		Title :	
Phone Number / Ext. :		FAX # :	
Applicable Purchase Dates / Service Periods			
Comments :			

Name of Company/Entity :			
Address :			
City / State / Zip Code :			
Contact Person :		Title :	
Phone Number / Ext. :		FAX # :	
Applicable Purchase Dates / Service Periods			
Comments :			

Bidder Name: _____ Signed by: _____

NON-COLLUSIVE BIDDING DECLARATION

State of California)
County of _____)

I, _____ declare as follows:

That I am the _____ of _____,
the

party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proper Name of Bidder / Company Name

Signature of Authorized Agent/Officer

Date

SPECIFICATIONS FOR: Shear Welding Machine, BID: 2020-05

The MCCD is seeking Bids for **Shear Welding Machine**, for the purpose of instruction.

The MCCD reserve the right to reject any or all Bids. To accept or Reject any one or more items on a Bid and to waive any irregularities or informalities in the bid or bidding process, and to award the best interest of the District.

All questions regarding this Bid must be submitted via e-mail to charles.hergenraeder@mccd.edu, by **Thursday, September 24, 12:00pm**.

The awarded vendor will be required to sign the standard contract provided by the District as a condition of the award.

Equipment shall be delivered and set up at the Merced College Welding Class. This Bid is for Equipment, delivery, set up and operational test.

SPECIFICATIONS

MERCED COLLEGE SHEAR WELDING MACHINE

QTY	UNIT	DESCRIPTION	PRICE
1	CNC SHEAR	PIRANHA or EQUAL	
1	48" BACKGAUGE TRAVEL	PIRANHA or EQUAL	
1	6 1/2' SQUARING ARM	PIRANHA or EQUAL	
1	10' SQUARING ARM	PIRANHA or EQUAL	
1	H13 BLADES	PIRANHA or EQUAL	
1	ANGLE PROTRACTOR	PIRANHA or EQUAL	

NOTE: ATTACH ITEMIZED PRICE QUOTE

Subtotal: _____

8.25% Tax: _____

Total: _____

VENDOR'S DELIVERY INFORMATION (Check one):

Materials / Equipment will be delivered via Vendor's own transport vehicle(s).

Materials / Equipment will be delivered via common carrier.

CALIFORNIA SALES TAX INFORMATION If the Vendor does not have a place of business in California, indicate below whether or not the Vendor collects California State Sales Tax:

California Sales Tax 8.25%, is collected; our California Permit Number will be reflected on any invoice to the District.

California Sales Tax is not collected; the District to pay tax directly to the State.

PAYMENT TERM DISCOUNT (optional): The undersigned Bidder offers the following payment term discount to the District's standard Payment Terms of Net 30 days:

Payment Discount: __% ____days. (Note: Discount not earlier than 10 days)

Firm Offer:

By: _____

Signed: _____