

INVITATION TO BID



**Bid Number: 40005FY24-003, RPCC Gonzales Campus**

**Bids Will Be Publicly Opened: November 7, 2023**

**Bid Release Date: October 10, 2023**

**INSTRUCTION TO BIDDERS (It is the bidder’s responsibility to read entire bid including contractor’s license requirements.)**

- 1 Bids will be accepted until November 7, 2023, at 9:00 a.m. Bid must be sent to: River Parishes Community College, 925 West Edenborne Pkwy, Gonzales, LA 70737, ATTN: Rondreka Pitts. River Parishes Community College (RPCC) will open all prompt submitted sealed bids at its office located 925 West Edenborne Pkwy, Gonzales, LA 70737, BASF ROOM, on November 7, 2023, at 11:00 a.m., in response to this Invitation to Bid. All Bids will be publicly opened and read aloud.
- 2 To ensure consideration of your Bid, all Bid Packages and addenda shall be returned in an envelope or package clearly marked with the Bid title, Bid opening date and the Bid number. River Parishes Community College, 925 West Edenborne Pkwy, Gonzales, LA 70737 on or before November 7, 2023, at 9:00 a.m CST. DO NOT FAX YOUR BID.
- 3 All bid prices and information shall be typed or written in ink. Any corrections, erasures, or other forms of alteration to prices should be initialed by the Bidder.
- 4 Payment will be made within thirty (30) days after receipt of invoice, delivery, and authorized inspection and acceptance, whichever occurs last. Delinquent payment penalties are mandated and governed by Louisiana. R.S. 39:1695.
- 5 Bids given are subject to provisions of the laws of the State of Louisiana including, but not limited to, La. Title 39: 1551-1736, Chapter 17; Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms conditions, and specifications listed in this solicitation.
- 6 Bids shall be signed by a person authorized to bind the vendor per L.R.S. 39:1594. SEE No. 27.
- 7 By signing this Invitation to Bid, the Bidder certifies compliance with all Instructions to Bidders, terms, conditions, and specifications and further certifies that this Bid is made without collusion or fraud.
- 8 By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in “Audit Requirements in Subpart F of the Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (Formerly OMB Circular A-133). A list of parties who have been suspended or debarred can be viewed at [www.sam.gov](http://www.sam.gov) .

\_\_\_\_\_  
Signature of Authorized Bidder:  
(Shall be signed and dated)

\_\_\_\_\_  
Company:  
(Typed or printed)

\_\_\_\_\_  
Name, (Typed or Printed)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

Payment Terms: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Fax No. \_\_\_\_\_

## STANDARD TERMS AND CONDITIONS

1 Bid form.

All written Bids shall be given on the Bid Forms supplied and per the Bid package and, properly signed. Bids given in the following manner will not be accepted:

- A. Bid Instructions and Bid Forms have no signature showing intent to be bound.
- B. Bid filled out in pencil.
- C. Bid not given on RPCC's standard Bid Package and Bid Form.
- D. Telegraphic or facsimile bids.

2 Receipt of Bids.

Bids shall be received at the address specified in this Invitation prior to Bid opening time to be considered. Entire Bid Packages shall be returned. Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to the physical location specified. RPCC is not responsible for any delays caused by the bidder's chosen means of bid delivery. RPCC is not responsible for late deliveries that make use of RPCC's interoffice mail service.

3 Bid Opening.

Bidders may attend the Bid opening, but no information or opinions concerning the ultimate contract award will be given at the Bid opening or during the evaluation process. Bids may be examined within 72 hours after Bid opening. Information on completed files may be secured by visiting the Purchasing Department during normal working hours. Unsuccessful bidders sending a response to the solicitation will be provided a copy of the tabulated results by providing a self-addressed stamped envelope with the original bid package.

4 Withdrawal of Bids.

A bidder may only withdraw a bid within forty-eight (48) hours after a bid opening, excluding Saturdays, Sundays, and legal holidays, for good cause as for patently obvious, unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid.

5 Standards of Quality.

Any product or services bid shall conform to all applicable federal and state laws and regulations and the specifications contained in the solicitation. Unless otherwise specified in the solicitation, any manufacturer's name, trademark, brand name or catalog number used in the specifications is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Bidders shall specify the brand and model number of the product offered in his Bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation.

6 New Products.

Unless specifically called for in the Invitation, all products for purchase shall be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrated, used or irregular product will be considered for purchase unless otherwise specified in the solicitation. The manufacturer's standard warranty will apply unless otherwise specified in the Invitation.

7 This term contract period is for 12 months. Upon agreement of RPCC and the contractor, a term contract may be extended for 2 (two) added twelve-month periods at the same prices, terms and conditions. In such cases, the total contract cannot exceed 36 months.

- 8 Taxes.  
Vendor is responsible for including all applicable taxes in the Bid Price. RPCC is exempt from all state and local sales and use taxes.
- 9 Award.  
A purchase order or contract will be awarded to the Bidder who has supplied a responsive and responsible Bid at the most favorable Bid Price as determined by the signed Bid Form. RPCC reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all Bids and waive any informalities. The purchase order or contract, faxed, mailed, or delivered to the successful bidder is the official authorization to give services.
- 10 Invoices.  
Invoices shall be sent to, River Parishes Community College, Accounts Payable, **925 West Edenborne Pkwy, Gonzales, LA 70737**. The invoice shall refer to the delivery ticket number, delivery date, purchase order number, quantity, unit price, and deliver point. A separate invoice for each order delivered and accepted shall be sent by the contractor in duplicate. Invoices shall show the amount of any cash discount and shall be sent on the contractor's own invoice form. Payment will be made based on the unit price as listed in the purchase order/contract. Such price and payment will constitute full compensation of furnishing and delivering the contract commodities or services. Work order tasks shall be signed upon completion of the service. Invoices will not be paid without work orders signed by a RPCC representative.
- 11 Purchase Order/Contract Cancellation for Cause.  
RPCC has the right to cancel any contract, per its purchasing rules and regulations, for cause, including but not limited to, the following:
- (1) Failure to deliver within the time specified in the contract.
  - (2) Failure of the product or service to meet specifications, conform to sample quality, failure to supply services as specified, or to be delivered in good condition.
  - (3) Misrepresentation by the contractor.
  - (4) Fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with RPCC.
  - (5) Conflict of contract provisions with constitutional or statutory provisions of state or federal law.
  - (6) Any other breach of contract.
- 12 Termination of the Purchase Order/Contract for Convenience.  
RPCC may end the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or by negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
- 13 Termination for Non-Appropriation of Funds  
The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

- 14      **Default of Contractor.**  
Failure to deliver within the time specified in the Bid will constitute a default and may cause cancellation of the contract. Where RPCC has determined the contractor to be in default, RPCC reserves the right to buy any, and all products or services covered by the contract on the open market and to charge the contractor with the cost more than the contract price. Until such assessed charges have been paid, no subsequent Bid from the defaulting contractor will be considered.
- 15      **Order of Priority.**  
In the event there is a conflict between the Instructions to Bidder or Standard Terms and Conditions or Special Terms and Conditions, the Special Term and Conditions shall govern.
- 16      **Applicable Law.**  
All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 17      **Terms and Conditions.**  
This solicitation holds all terms and conditions with respect to the commodities herein, any vendor contracts, forms, terms, or other materials submitted with bid may cause bid to be rejected.
- 18      **Equal Opportunity.**  
By submitting and signing the Bid, Bidder agrees that they will not discriminate in the rendering of services to and/or employment of individuals because of race, religion, sex, age, national origin, handicap, or disability. Bidders shall keep informed of and follow all Federal, State and local laws, ordinances and regulations which affect his employees or prospective employees.  
**Non-Exclusivity Clause.**  
This agreement is non-exclusive and shall not in any way prevent RPCC from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources including state contracts.
- 19      **Scope of Work Inclusions.**  
Contractor shall include all labor, material and equipment needed to produce a completed service or installation which is acceptable to RPCC.  
  
Contractor shall furnish all necessary permits, licenses and certifications as may be needed for the performance of the required services.  
  
Contractor is responsible and shall clean up and remove from any premises where the services are performed all debris resulting from his work and shall see that RPCC's premises and items furnished are left in good order, clean and professionally installed.
- 20      **Purpose.**  
The purpose of this contract is to supply the specified services. The terms and conditions of this specification are incorporated into and an essential part of the services. The contractor shall perform all services in a safe manner, in a manner to conform to the highest standard of good trade practices, per applicable laws and regulations and per manufacturer's performance specifications.  
  
Insurance and Indemnity. See Exhibit A
- 21      **RPCC Inspection.**

All work and services performed under this contract shall be subject to inspection by RPCC, its staff or a specialist appointed by RPCC to ensure compliance with all terms and conditions of this contract at RPCC's expense.

In the event services are rejected as unsatisfactory or not following all terms and conditions of this contract, the successful Bidder shall redo the work at its sole cost and expense, or the contract may be cancelled at the choice of RPCC. Invoice payment will only be issued with all complete documentation and after acceptance of work by RPCC.

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Signature Authority.

ATTENTION: R.S. 39:1594(C)(4) REQUIRES EVIDENCE OF AUTHORITY TO SIGN AND SUBMIT BIDS TO THE STATE OF LOUISIANA. YOU MUST INDICATE WHICH OF THE FOLLOWING APPLY TO THE SIGNER OF THIS BID.

**PLEASE CIRCLE ONE.**

1. THE SIGNER OF THIS BID IS EITHER A CORPORATE OFFICER WHO IS LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE OR A MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM AS REFLECTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE. A COPY OF THE ANNUAL REPORT OR PARTNERSHIP RECORD MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.

2. THE SIGNER OF THE BID IS A REPRESENTATIVE OF THE BIDDER AUTHORIZED TO SUBMIT THIS BID AS EVIDENCED BY DOCUMENTS SUCH AS, CORPORATE RESOLUTION, CERTIFICATION AS TO CORPORATE PRINCIPAL, ETC. IF THIS APPLIES A COPY OF THE RESOLUTION, CERTIFICATION, OR OTHER SUPPORTIVE DOCUMENTS SHOULD BE ATTACHED HERETO.

3. THE BIDDER HAS FILED WITH THE SECRETARY OF STATE A DECLARATION OF FACTS OR RESOLUTION OR OTHER ACKNOWLEDGED/ AUTHENTIC DOCUMENT INDICATING THAT THE SIGNER IS AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS. A COPY OF THE APPLICABLE DOCUMENT SHOULD BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.

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It is the Bidder's responsibility to check the LaPac website often for any possible addenda that may be issued. RPCC is not responsible for a Bidder's failure to download any addenda documents needed to complete the Invitation to Bid.

29.

Materials & Workmanship.

It is the intent of these specifications to describe a complete system in satisfactory operating condition. The work will be installed per all local, state and federal codes, laws and regulations, whether called for in these specifications or not. All materials and apparatus needed for the work will be new, of the quality specified, furnished, delivered, erected, connected, and finished in every detail and will be so selected and arranged to fit properly in the building space. All work will be executed by competent workers and in a thorough, substantial, and efficient manner.

Bidder Inquiries.

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to send any written inquiries relative thereto. Without exception, all inquiries MUST be given in writing by an authorized representative of the proposer, clearly

cross-referenced to the relevant bid section. All inquiries must be received by 9:00 am on November 7, 2023. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this bid can be emailed to:

Rondreka Pitts

E-mail: [rondrekapitts@rpcc.edu](mailto:rondrekapitts@rpcc.edu)

An addendum will be issued and posted to the LAPAC website to address all workable inquiries received and any other changes or clarifications to the bid. No negotiations, decisions or actions shall be executed by any bidder because of any oral discussions with any RPCC employee or consultant. It is the bidder's responsibility to check the LAPAC website regularly for addenda that may be issued.

### **SPECIAL TERMS AND CONDITIONS**

1. In the event a greater or lesser quantity is needed, the right is reserved by RPCC to increase or decrease the amount at the unit price and terms stated in the bid.
2. Guaranteed parts and labor agreement defined as formal assurance that all services, parts, and products meet commercial standards of quality and are guaranteed for one year from the date of repair.
3. Proprietary bid
4. Prices must be total and complete INCLUDING shipping and transport of all materials and waste. If shipping and transportation of materials is not included in Bid, shipping cost cannot be paid.

**PRICE SHEET:**

**INVITATION TO BID #4005FY24-003**

<b>COMMODITY DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
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**PROPRIETARY BID - BRAND NAME REQUESTED ONLY – NO SUBSTITUTIONS ACCEPTED**  
**MUST HAVE CAPABILITY OF PROVIDING CONTINUING SERVICE ON PRODUCTS**

1. Lincoln Electric Mobiflex 200HE w / 13 ft. Arm Portable Fume Extractor MODEL # K4259-9  DELIVERY DATE: _____	3	EA	_____	_____
2. Lincoln Electric Magnum Pro 250 LX Spool Gun MODEL # K3570-2  DELIVERY DATE: _____	6	EA	_____	_____
3. Lincoln Electric Tomahawk 1000 Plasma Cutter w/ 25 ft. Hand Torch MODEL# K2808-1  DELIVERY DATE: _____	3	EA	_____	_____
4. Lincoln Electric Flexcut 125 Mechanized Plasma MODEL# K4811-1  DELIVERY DATE: _____	3	EA	_____	_____
5. Lincoln Electric Dual Maverick 200/200X Gas Powered Welding Machine MODEL# K4382-1  DELIVERY DATE: _____	2	EA	_____	_____
6. Lincoln Electric Voyage Arc VR Training Setups MODEL# K5338-1  DELIVERY DATE: _____	30	EA	_____	_____
7. Lincoln Electric VRTEX 360 Compact MODEL# K4914-1  DELIVERY DATE: _____	10	EA	_____	_____
8. Lincoln Electric Active8x Wire Feeder MODEL# K3564-1  DELIVERY DATE: _____	5	EA	_____	_____
9. Shipping  Shipping to:			_____	_____

RIVER PARISHES COMMUNITY COLLEGE  
925 West Edenborne Pkwy  
Gonzales, LA 70737

Total: \_\_\_\_\_

**NOTES:**

- BIDS WITH DELIVERY DATE PRIOR TO 12/01/2023 WILL BE GIVEN PREFERENCE