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| THIS IS NOT AN ORDER - THIS IS A REQUEST FOR SEALED BIDS ONLY | | DELIVERY POINT: DEPT. OF TRANSPORTATION AND DEVELOPMENT MR. RICKY MOON, DIST. ADMINISTRATOR 6217 HIGHWAY 15 SOUTH CHASE, LA (FRANKLIN PARISH) | RETURN BID TO: PROCUREMENT SECTION EAST WING EW200 HEADQUARTERS ADMINISTRATION P.O. BOX 94245, CAPITOL STATION 1201 CAPITOL ACCESS ROAD, 70802, BATON ROUGE, LA 70804-9245 | | | |
| P.R. NO: 237522 | | | | | | |
| Date of Request Or Date Publishing: 10/29/09 | | | | | | |
| Date Bid Due: 11/19/09 | | | | | | |
| Time Bid Due: 9:45 am CT | | | | | | |
| Time of Opening: 10:00 am CT | | CARLA J. PARENT, CPPB DOTD PROCUREMENT DIRECTOR | | | | |

| STOCK NUMBER | DESCRIPTION | QUANTITY | U.M. | UNIT PRICE | TOTAL AMOUNT | BRAND NAME AND NUMBER |
|--------------|---|----------|------|------------|--------------|-----------------------|
| 001 | PIPE, CULVERT, METAL , CORRUGATED, ARCH, BITUMINOUS COATED, 2006 LA. STD. SPECIFICATIONS FOR ROADS & BRIDGES, SECTION 1007.02, SECTION 1007.09, DOTD REF. 192-000. ***** 142 IN SPAN X 91 IN. RISE X 35 FT., 8 GAGE, 3 X 1 CORRUGATION. | 70 | LF | | | |
| 002 | PIPE BAND, F/ CORRUGATED, ARCH, BITUMINOUS COATED PIPE, 2006 LA. STD. SPECIFICATIONS FOR ROADS & BRIDGES, SECTION 1007.02, SECTION 1007.09, DOTD REF. 192-000. ***** 142 IN. SPAN X 91 IN RISE, 3 X 1 CORRUGATION. | 1 | EA | | | |
| | ----- DUE TO COMPUTERIZATION, UNIT PRICE MUST BE SUBMITTED ON BANDS. AWARD TO BE MADE TO ONE SUCCESSFUL BIDDER MEETING ALL REQUIREMENTS OF BID. NO SPLIT AWARD WILL BE CONSIDERED. ----- NOTE: VENDOR MUST NOTIFY MR. MIKE RICCA AT 225-379-1563 TWO WEEKS PRIOR TO FABRICATION AND MUST ALSO NOTIFY DISTRICT PRIOR TO SHIPPING. ----- VENDOR MUST GIVE ADA OF OPERATIONS 24 HOUR NOTICE PRIOR TO DELIVERY. ----- PIPE AND BAND TO BE SUPPLIED BY SAME VENDOR. ----- CULVERT MUST HAVE LIFT LUGS. ----- ITEM 001 2 PIECES ----- MUST BID IN CORRECT UNIT OF MEASURE SHOWN TO BE CONSIDERED FOR AWARD. QUOTE SUBMITTED IN ANY OTHER UNIT OF MEASURE WILL NOT BE CONSIDERED. ----- IN ACCORDANCE WITH LOUISIANA R.S. 39:1595, A PREFERENCE OF 10% MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, ASSEMBLED OR HARVESTED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS 10% PREFERENCE: YES: _____ NO: _____ SPECIFY LOCATION IN LOUISIANA: _____ SPECIFY ITEM NUMBER: _____ NOTE: LOUISIANA VENDORS CLAIMING THIS PREFERENCE SHOULD ALSO CERTIFY THAT 50% OF THEIR WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS IN ORDER TO BE ENTITLED TO THE 10% PREFERENCE. LOUISIANA VENDORS SHOULD COMPLETE THE FOLLOWING CERTIFICATE: THIS IS TO CERTIFY THAT 50% | | | | | |

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| If you need additional information, please call: CHARLOTTE GARRISON (225)379-1462 | | SEE ATTACHMENT FOR SPECIAL, CONDITIONS, INSTRUCTIONS AND DEFINITIONS. FAILURE TO COMPLY WITH SAME MAY DISQUALIFY YOUR BID OR QUOTATION | | | |
| FIRM: | | MAILING ADDRESS: | | | |
| BY: _____ (signature) | City: _____ | State: _____ | Zip: _____ | | |
| BY: _____ (PRINT OR TYPE NAME) | | REMITTANCE TO BE MADE TO ADDRESS OTHER THAN ABOVE: | | | |
| PHONE #: _____ | Street/Box _____ City _____ | | State _____ | Zip _____ | |
| FED. ID. NUMBER: | Vendor FAX Number: Email Address: | | | | |

| STOCK NUMBER | | DESCRIPTION | QUANTITY | U.M. | UNIT PRICE | TOTAL AMOUNT | BRAND NAME AND NUMBER |
|---|--|--|--|------|------------|--------------|-----------------------|
| | | <p>OF WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS: YES: _____ NO: _____ (PROOF OF CERTIFICATION MAY BE REQUIRED)</p> <p>----- TERMS: _____ DELIVERY: _____ -----</p> <p>NOTE: COPIES OF THE LOUISIANA STANDARD SPECIFICATIONS FOR ROAD AND BRIDGES BOOK, 2006 EDITION, MAY BE OBTAINED FOR A COST OF \$20.00 FROM THE FOLLOWING: LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT HEADQUARTERS ADMINISTRATION BUILDING - ROOM 100 1201 CAPITOL ACCESS ROAD, BATON ROUGE, LA 70802 MAIL ORDERS SHOULD BE SENT TO: LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT GENERAL FILES UNIT, P. O. BOX 94245, BATON ROUGE, LA 70804-9245. GENERAL FILES MAY BE REACHED AT 225-379-1107. THIS INFORMATION MAY ALSO BE DOWNLOADED FROM THE FOLLOWING WEBSITE: WWW.DOTD.LOUISIANA.GOV PUBLICATIONS/MANUALS; STANDARD SPECIFICATIONS 2006 STANDARD SPECIFICATIONS FOR ROADS & BRIDGES MANUAL</p> <p>----- A TABULATION FOR THIS PURCHASE REQUISITION WILL BE AVAILABLE AFTER BIDS ARE FORMALLY TABULATED AT THE FOLLOWING WEBSITE: WWW.DOTD.LOUISIANA.GOV, DOING BUSINESS WITH DOTD, PROCUREMENT/VENDOR INFORMATION, BID TABULATIONS</p> <p>-----</p> | | | | | |
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| FIRM: | | | MAILING ADDRESS: | | | | |
| BY: (signature) | | | City: | | State: | | Zip: |
| BY: (PRINT OR TYPE NAME) | | | REMITTANCE TO BE MADE TO ADDRESS OTHER THAN ABOVE: | | | | |
| PHONE #: | | | Street/Box _____ City _____ State _____ Zip _____ | | | | |
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P.R. NO: 237522

Date of Request
Or Date Publishing: **10/29/09**

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DELIVERY POINT:

**DEPT. OF TRANSPORTATION AND DEVELOPMENT
MR. RICKY MOON, DIST. ADMINISTATOR
6217 HIGHWAY 15 SOUTH
CHASE, LA (FRANKLIN PARISH)**

**RETURN BID TO:
PROCUREMENT SECTION
EAST WING EW200 HEADQUARTERS
ADMINISTRATION
P.O. BOX 94245, CAPITOL STATION
1201 CAPITOL ACCESS ROAD, 70802,
BATON ROUGE, LA 70804-9245**

**CARLA J. PARENT, CPPB DOTD
PROCUREMENT DIRECTOR**

INSTRUCTIONS FOR SUBMITTING BIDS

1. Type or print in ink in blanks provided. Bids submitted in pencil will not be accepted.
2. Any corrections, erasures or other forms of alteration to unit price should be initialed by the bidder.
3. Bid must be as per specification(s) furnished.
4. Bidders must comply with all instructions shown in Invitation to Bid. Failure to comply may result in rejection of bid.
5. Bid should be submitted in unit of measure as requested. Bids submitted in a different unit of measure may not be considered for award.
6. Unit price for each item must not exceed four digits to right of decimal point. Unit price submitted beyond four digits will be rounded off to nearest fourth digit.
7. Give complete information, attach letter if more space is needed.
8. Bids must be quoted on a firm basis for a thirty day period from bid opening date.
9. Bid prices shall include delivery of all items F.O.B. destination unless delivery point indicates otherwise. Bids containing "Payment in Advance" or "C.O.D." may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
10. Bids must be submitted exclusive of all Federal and State Taxes unless specified otherwise in bid form. State Agencies are exempt from all State and Local Sales Taxes.
11. Complete column marked "Total Amount" which is computed by multiplying "Quantity" column by "Unit Price" column.
12. Indicate any discount in blank provided for "Terms". Cash discounts for less than thirty (30) days or less than one percent (1%) will be accepted, but will not be considered in determining low bidder.
13. In blank provided for "Delivery" indicate amount of time needed to complete delivery of entire order.
14. Signature of person completing bid must be submitted on each bid. A typed name without a signature WILL NOT be accepted.
15. Indicate Federal Identification Number or Social Security Number, whichever is applicable.
16. Return original bid to address shown. Make a copy of bid for your records. Bidders are hereby advised that the U.S. Postal Service does not make delivery to our physical location.

Bids may be mailed through the U.S. Postal Service to our box at:

**DOTD Procurement Section
P. O. Box 94245, Capitol Station
East Wing EW-200, Headquarters
Baton Rouge, LA 70804-9245**

Bids may be delivered by hand or courier service to our physical location as follows:

**DOTD Procurement Section
East Wing EW-200, Headquarters
1201 Capitol Access Road
Baton Rouge, LA 70802**

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The DOTD Procurement Office is not responsible for any delays caused by the bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date and time shall result in rejection of the bid.

17. Bids must be submitted on D.O.T.D. bid form.
18. Deviations to the Department's Special Conditions and Specifications will not be allowed. Vendor's special conditions and terms which differ from the bid proposal may cause rejection of bid.
19. By signing the bid form, the bidder certifies that this bid is made without collusion or fraud.
20. In accordance with R.S. 39:1594 (Act 121), the person signing the bid must be: A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate or affidavit; or An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.

Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212 (A)(1)(c) and/or R.S. 39:1594(C)(2)(d).

By signing the bid, the bidder certifies compliance with the above.

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
WILLIAM D. ANKNER, Ph.D., SECRETARY
CARLA J. PARENT, CPPB
DOTD PROCUREMENT DIRECTOR
STREET ADDRESS: 1201 CAPITOL ACCESS ROAD, EAST WING EW-200
MAILING ADDRESS: P.O. BOX 94245, BATON ROUGE, LA 70804-9245**

SPECIAL INSTRUCTIONS & CONDITIONS

1. **PURPOSE AND INTENTION:** The purpose and intention of this invitation to bid is to establish a contract between the Department and the successful bidder(s) to furnish supplies, materials, equipment and/or services in accordance with requirements described herein.
2. **QUANTITIES:** No specific quantities are given or guaranteed on Contracts. Only such quantities as are required by the Department during the contractual period will be ordered.
3. **Bid Deadlines:** All Sealed Bids will be received by the Department in the East Wing EW-200, Headquarters Administration Building, 1201 Capitol Access Road, Baton Rouge, Louisiana until **9:45 a.m.** on the same date as shown on bid form. **All bids must be time and date stamped in the Procurement Section or it will be considered late.** No bids will be accepted after this time. At 10:00 a.m. of the same day, they shall be publicly opened and read in the East Wing EW-200, Headquarters Administration Building.

Requests for Quotations must be received by **2:00 p.m.** on DATE BID DUE as shown on bid form. **All bids must be time and date stamped in the Procurement Section or it will be considered late.** Bids received after **2:00 P.M.** will not be accepted.

4. **BID OPENING:** Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Department during normal working hours. Written bid tabulations will **not** be furnished.
5. **AWARD:** The Department reserves the right to award items separately, by groups or on overall low bid basis to the lowest responsible and responsive bidder meeting the requirements and criteria set forth in the Invitation to Bid, taking into consideration the best interest of the Department. Award will be made without discrimination on grounds of race, color, or national origin. Minority business enterprises will be afforded full opportunity to submit bids.
6. **TIE BIDS:** In state vendors shall be given preferences in the case of tie bids.
7. **CANCELLATION OF AWARD:** The Department reserves the right to cancel any contract, in accordance with 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 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 the State; (5) Conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (6) Any other breach of contract.

Should the contractor find that due to increase in price or product availability, order cannot be filled, he is to submit to the DOTD Procurement Director a request for cancellation stating the reason for the request.

8. **REJECTION OF BID: THE DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT RESERVES THE RIGHT TO REJECT ANY AND/OR ALL BIDS AND WAIVE ANY INFORMALITIES.**
9. **TAXES:** Effective September 11, 1991, pursuant to Act 1029 of the 1991 regular session of the Legislature, the State and any of its agencies, boards or commissions are **exempt** from the Louisiana state sales/use taxes.
10. **NEW PRODUCTS:** Unless specifically called for in the solicitation, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, 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 solicitation.
11. **BRANDS:** Unless otherwise specified in the solicitation, any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.
12. **ALTERNATE BIDS:** If item(s) does not fully comply with specifications (including brand and/or product number), bidder should state in what respect item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.
13. **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 the Department has determined the contractor to be in default, the State reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
14. **APPLICABLE LAW:** Bids submitted are subject to provisions of the Laws of the State of Louisiana, including but not limited to DOTD Purchasing Rules and Regulations, Executive Orders, Instructions for Submitting Bids, Special Instructions & Conditions and specifications listed in this request.
15. **SPECIAL ACCOMMODATION:** Any "Qualified Individual with a Disability" as defined by the Americans with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office in writing no later than seven (7) days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to bid opening.
16. **INDEMNITY:** Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the State, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligations as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the State, its officers, its agents or its employees.
17. **EQUAL OPPORTUNITY CLAUSE:** The Department of Transportation and Development and the State of Louisiana is an equal opportunity employer and looks to its contractors, subcontractors, vendors and suppliers to take affirmative action to affect this commitment in its operations. By submitting and signing this bid, bidder certifies that he agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Veteran's Readjustment Assistance Act of 1974, Title IX of

the Education Amendments of 1972, The Age Act of 1975, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable shall be grounds for termination of any contract entered into as a result of this proposal. Bidder agrees to keep informed of and comply with all Federal, State, and local laws, ordinances and regulations which affect his employees or prospective employees.

FEDERAL CLAUSES

CIVIL RIGHTS

Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Furthermore, both parties shall take affirmative action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take affirmative action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or handicap.

ANTI-KICKBACK CLAUSE

The contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt contracts, grants or loans of facilities included on the EPA list of violating facilities.

CLEAN WATER ACT

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

ANTI-LOBBYING AND DEBARMENT ACT

The contractor will be expected to comply with federal statutes required in the Anti-Lobbying Act and the Debarment Act.