

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
SPECIAL TERMS AND CONDITIONS
FOR FURNISHING
TRAFFIC CONTROL SIGNS**

Please read the following instructions and special conditions and specifications carefully. Any deviation may cause your bid to be disqualified.

CONTRACT

Contract for furnishing Traffic Control Signs for the Department's various Districts in the State as requested in accordance with provisions set forth for the twelve (12) month period as specified herein.

The continuation of this 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 a 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.

PURPOSE AND INTENTION

The purpose and intention of this invitation to bid is to comply with State laws and establish a contract between the Department and the successful bidder, whereby the Department may purchase Traffic Control Signs from the contractor as shown herein.

CONTRACT FORM

The contract form in its entirety shall become a part of the contract upon execution by the Department. Bidder shall fill in this form completely and shall sign in the appropriate places and return to the Procurement Section of the Department of Transportation and Development before the time set for receiving contracts on the front hereof. Bidders are advised that bids mailed through the U.S. Postal Service to our post office box are received at the Baton Rouge Main Post Office and are picked up by the Division of Administration and then routed to the Department of Transportation and Development; therefore, extra delivery time is needed in order for bids to be received and time-stamped in our office before the bid deadline.

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

DOTD Procurement Section
Headquarters Administration
4th Floor East Wing S-447
P. O. Box 94245
Baton Rouge, LA 70804-9245

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

DOTD Procurement Section
Headquarters Administration
4th Floor East Wing S-447
1201 Capitol Access Road
Baton Rouge, LA 70802

Bidders are 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 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. **Note: The time set for receiving contracts is Central Standard Time (CST).**

SCOPE OF WORK

Scope of work includes labor, materials, and services required to produce Traffic Control Signs which are acceptable to the Department of Transportation and Development.

QUANTITIES

No specific quantities are given or guaranteed, only such Traffic Control Signs as required by the Department of Transportation and Development during the contract period will be ordered.

All orders shall be for a minimum delivery of 1,000 pounds. Bids specifying more than 1,000 pounds as a minimum delivery will not be considered for award.

Quantities shown are based on the previous contract usage or estimates. The successful bidder must supply at bid price actual quantities as ordered whether the total of such quantities are more or less than the quantities shown in the Bid Schedule.

SPECIFICATIONS

All Traffic Control Signs must be in accordance with the specifications specified herein and must be palletized and shipped in accordance with these specifications. Failure to meet specifications will result in rejection.

- (1) Traffic Control Signs Specification, Revised September 21, 2016.
- (2) MUTCD Standard Highway Signs, Sign Fabrication Details (available at www.mutcd.fhwa.dot.gov).

GUARANTEE AND LIABILITY

The contractor accepts the following guarantees:

- (1) Guarantee that the supplies delivered are free from defects in design and construction.
- (2) Guarantee that the supplies are the manufacturer's standard design in construction and that no changes or substitutions have been made in the items listed in this contract.

The contractor holds and saves the State, its officers, agents, and employees harmless from liability of any kind, including cost and expenses on account of any patented or unpatented invention, articles, devices or appliances manufactured or used in the performance of this contract, including use by the government.

The contractor agrees to replace free of charge all defective equipment, materials or supplies delivered under this contract. All transportation charges covering return and replacement shall be paid by the contractor.

PRICES

All prices quoted shall be in the unit of measure as shown on the Bid Schedule and shall remain firm for the contractual period. Unit price bid must not exceed two (2) digits to right of decimal point. Unit price submitted beyond two (2) digits will be rounded off to the nearest second digit.

Prices quoted shall include all costs incidental to any license or patent that may be held by any company processing the materials bid on and the dealer agrees to hold the Department of Transportation and Development harmless from any claims, suits, costs or penalties for infringement or use of licensed or patented products.

All prices shall be quoted F.O.B. Destination and shall include all freight and/or delivery charges.

BASIS OF AWARD

Award will be made to the overall low bidder bidding on all items on the RFx. Extended unit prices will be added together to determine the grand total.

All bidders are expected to complete all pages of the RFx showing the price for each sign and extended unit price. In the event an error is made extending the total unit price, the unit price will govern.

The award of the contract will be made to the lowest responsible bidder complying with all details of this bid as determined by the DOTD Procurement Director.

Discounts will not be considered in determining low bidder.

DELIVERY

The successful bidder will be required to have on hand or immediately available an adequate supply of Traffic Control Signs in order to meet the Department's requirements, as ordered, where ordered, during the life of the contract.

The successful bidder will be required to deliver signs to all Districts listed on the District/Section Delivery and Contact Information page included in this solicitation and to any other Louisiana Department of Transportation and Development Section or District in Louisiana as required, for the same prices, terms and conditions specified herein.

Vendors accepting the Cooperative Purchase Agreement understand and agree that deliveries to other State Agencies, Political Subdivisions or Quasi Agencies will be on a statewide basis.

DAMAGE IN SHIPMENT

Shipments under this contract are F.O.B. destination and title to the goods remain with the contractor until accepted by the Department. However, the Department has a responsibility to report any damage immediately to the contractor. In all cases, a note of damage (except concealed damage) shall be noted on the freight bill at the time the shipment is received by the Department. In all cases where an adjustment is made by the contractor because of damage, the contractor shall issue a credit memorandum to the Department and shall not be required to ship the small quantities which were damaged.

PURCHASE ORDERS

Purchase Orders will be issued by the Department of Transportation and Development. Each Purchase Order will state an actual or estimated quantity that is required and all other pertinent data necessary to assist the contractor to make proper delivery. In no event shall delivery be made without proper authorization.

INVOICES

Upon each delivery and its acceptance by the Department, the contractor shall bill the Department by means of an invoice and such invoice shall make reference to the Purchase Order Number on which delivery was made.

At the time of delivery, the contractor is to make a delivery receipt on his own form showing complete description, the exact quantity delivered, price and extension. Such delivery ticket must make reference to the Purchase Order Number.

Invoices shall be submitted by the contractor directly to the address shown on the Purchase Order.

Invoice price must agree with contract price.

PAYMENTS

Invoices will be paid by the Department within the discount period or within thirty calendar days from receipt of correct invoice. If contractor proposes a discount, discount period will start from receipt of correct invoice.

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources, DOTD strongly encourages vendor to participate in accepting Electronic Funds Transfer (EFT) payments.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information is available at www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf.

REJECTION OF BIDS

The Department of Transportation and Development reserves the right to reject any and all bids and/or waive any informalities.

EXTENSION OF CONTRACT

At the option of the Department and acceptance by the contractor, contract awarded under this bid may be extended for an additional two (2) twelve (12) month periods at the same prices, terms and conditions upon giving ten (10) days written notice to the contractor. Contract not to exceed thirty-six (36) months.

Prior to exercising the Department's option to extend the contract, the Department will determine if an extension is in the best interest of the Department, taking into consideration current market trends, cost factors, price comparison with similar service in other States and various other factors as determined by the DOTD Procurement Director.

TERMINATION OF CONTRACT

The Department reserves the right to terminate this contract prior to the end of the contract period upon giving a ten (10) day written notice to the contractor for unsatisfactory performance, unsatisfactory delivery, unsatisfactory service, failure to meet specifications, misrepresentation by the contractor, fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State, conflict of contract provisions with constitutional or statutory provisions of State or Federal Law, and/or any breach of contract.

The Department reserves the right to terminate this contract prior to the end of the contract period upon giving a thirty (30) day written notice to the contractor if it is considered in the best interest of the Department.

Successful contractor may request cancellation of this contract upon giving a thirty (30) day written notice to the DOTD Procurement Director.

All orders delivered prior to the effective date of such termination shall be paid for by the Department in accordance with the terms of the contract, whereupon all obligations of both parties to the contract shall cease.

In the event the contract contains a provision entitled “Guarantees” such guarantees shall apply to all items delivered prior to termination.

SIGNATURE OF BIDDER

To be considered for an award, all bidders shall fill in the contract form completely and shall sign in the appropriate places. Contract form should be returned in its entirety. Acceptance shall be made when signed by the DOTD Procurement Director and copy returned to the contractor.

APPLICABLE LAW

All contracts shall be construed in accordance with and governed by the Laws of the State of Louisiana, including but not limited to DOTD Purchasing Rules & Regulations, Special Instructions & Conditions and Specifications listed in this bid.

BIDDERS CERTIFICATION OF EEOC AND ADA COMPLIANCE

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.

The Contractor agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.

The Contractor agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age, religion, sex, sexual orientation, gender identity, national origin, veteran status, genetic information, political affiliation or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

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.

INDEMNITY

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measures, 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 contractor, its officers, its agents, or 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.

SIGNATURE AUTHORITY

Attention: R.S. 39:1594(C)(4) requires evidence of authority to sign and submit to the State of Louisiana. You must indicate which of the following apply to the signer of the bid.

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 evidence by documents such as corporate resolution, certification as to corporate principal, etc. If this applies a copy of the resolution, certification, or supportive documents must be attached hereto.
3. The bidder has filed with the Secretary of State an affidavit 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 must be submitted to this office before contract award.
4. The signer of the bid has been designated by the bidder as authorized to submit bids on the bidder's vendor registration on file with this office.

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

By signing the bid, the bidder further certifies compliance with all Instructions to Bidders, terms, conditions and specifications and further certifies that this bid is made without collusion or fraud.

For good cause and as consideration for executing this contract, the contractor hereby conveys, sells, assigns and transfers to the State of Louisiana all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Antitrust Laws of the United States and the State of Louisiana, relating to the particular goods or services purchased or acquired by the State of Louisiana pursuant to the Department of Transportation and Development.

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.

PREFERENCE

In accordance with Title 39:1595 of the Louisiana Revised Statutes, 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 if preference is claimed for all items shown on contract:

Yes _____ No _____

If preference is claimed for only part of the items shown on contract, must specify which items:

Specify location within Louisiana where this product is manufactured, produced, grown assembled or harvested:

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% of workforce is comprised of Louisiana residents:

Yes _____ No _____

(Proof of certification may be required)

Failure to specify above information will cause elimination from 10% preference.

PREFERENCE

Procurement of United States products:

In accordance with the provisions of R.S. 39:1595.7, in the event a contract is not entered into for products purchased under the Provisions of R.S. 39:1595, each procurement officer, Purchasing Agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provisions of this chapter may purchase such materials, supplies, products, provisions, or equipment which are manufactured in the United States, and which are equal in quality to other materials, supplies, products, provisions, or equipment, provided that all of the following conditions are met:

- (1) The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent.
- (2) The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.
- (3) In cases where more than one bidder offers items manufactured in the United States which are within five percent of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.
- (4) The vendor certifies that such items are manufactured in the United States.

For the purposes of this preference,

- (1) "Manufactured in the United States" means produced by a process in which the manufacturing, final assembly, processing, packaging, testing, and any other process that adds value, quality, or reliability to assembled articles, materials, or supplies, occur in the United States.
- (2) "United States" means the United States and any place subject to the jurisdiction of the United States.

Do you claim this preference? Yes No

Specify line number(s): _____

Specify location within the United States where this product is
Manufactured: _____

(note: if more space is required, include on separate sheet)

COOPERATIVE PURCHASE AGREEMENT

State Agencies, Political Subdivisions of the State and Quasi State Agencies may be permitted to purchase from contracts made by the Department of Transportation and Development's Procurement Section.

The Bidder may, at his option, accept this Cooperative Purchase Agreement so that any contract awarded under this proposal will apply to other State Agencies, Political Subdivisions or Quasi Agencies.

Bidder hereby accepts this Cooperative Purchase Agreement so that any contract awarded will apply to other State Agencies, Quasi State Agencies or other Political Subdivisions of the State.

_____ Yes, I agree to accept Cooperative Purchase Agreement

_____ No, I do not accept Cooperative Purchase Agreement

Failure to mark "no" on the above will constitute acceptance of this Cooperative Purchase Agreement to other State Agencies, Political Subdivisions of the State and Quasi State Agencies.

Choosing not to accept this Cooperative Purchase Agreement will have no bearing on the award of the contract.

ORDERS: Other State Agencies are to issue contract release orders/purchase orders for the items required, as and when needed.

Political subdivisions of the State and Quasi Agencies who have been authorized by the Office of State Purchasing to purchase from contracts made by the Department of Transportation and Development are to issue their regular purchase orders directly to the Contractor, making reference to the Contract Number, Item Number (if applicable) and Contract Expiration Date.

CONTRACT ADMINISTRATION: The Department of Transportation and Development will not monitor, administer or resolve any discrepancies, controversies, invoicing or payments related to this contract on orders placed by other State Agencies, Political Subdivisions or Quasi Agencies.

Controversies between the Department of Transportation and Development and a Contractor will be resolved by the DOTD Procurement Director.

Controversies between other State Agencies and a Contractor will be resolved by the Director of State Purchasing in accordance with R.S. 39:1673.

It will be the responsibility of the ordering entity to correspond directly with the Contractor.

DELIVERY: Vendors accepting the Cooperative Purchase Agreement understand and agree that deliveries to other State Agencies, Political Subdivisions or Quasi Agencies will be on a statewide basis.