



<b>Request for Quotes</b>		<b>RESPONSES MUST BE RECEIVED BY</b> <b>July 24, 2025, by close of business 4:30 pm.</b>	
<b>TITLE: Parking Lot Repairs @ 2250 Florida Blvd. &amp; Bus Terminal</b>  <b>BID Number:</b> <b>2025-0708</b>		<b>RETURN BID TO:</b> <b>All responses to this Request for Quotes should be labeled as indicated and email delivered or mailed to the address below. <a href="mailto:www.catsprocurement@brcats.com">www.catsprocurement@brcats.com</a></b>  <b>Capital Are Transit Systems</b> <b>Attn: CATS Procurement Department</b> <b>2250 Florida Blvd</b> <b>Baton Rouge, La. 70802</b>	
<b>SHIP TO ADDRESS:</b> <i>Capital Are Transit Systems/Procurement Dept.</i> <i>2250 Florida Blvd</i> <i>Baton Rouge, La. 70802</i>		<b>Contract Regarding Inquires:</b> Procurement Analyst: <i>Rhonda Kimbel</i> Telephone Number: 225-346-5552 Email: <a href="mailto:rkimbel@brcats.com">rkimbel@brcats.com</a>	
<b>VENDOR NAME</b>		<b>MAILING ADDRESS</b>	
<b>REMIT TO ADDRESS</b>		<b>CITY, STATE, ZIP</b>	
<b>TELEPHONE NO.</b>	<b>FAX NO.</b>	<b>E-MAIL</b>	
<b>Contractors Licenses #</b>		<b>TITLE</b>	
<b>AUTHORIZED SIGNATURE (Required)</b>		<b>PRINTED NAME</b>	
<b>QUESTIONS TO BE COMPLETED BY VENDOR:</b> 1. _____ State delivery days maximum, after receipt of order 2. _____ % discount for payment made within 30 days. Discount for payments made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration. 3. _____ State enumerated addenda received (if any)			

Items No.	DESCRIPTION	Qty	Unit of Measure	Bid Amount
1	Concrete paving at CATS Main Office and Terminal with two phases. Remove and replace portions of the existing concrete paving at the CATS Main Office building and Terminal Facility. The project has two phases, the phases are shown on the paving documents, demolition on phase two shall not begin until the concrete placed in phase one has achieved its design strength. There are fuel tanks and other utilities under the construction area. The contractor shall verify the location of all tanks and utilities prior to beginning demolition. This project is to start when the Notice to Proceed is issued and completed within 65 days.  <i>*See below attached documents for this project.</i> <i><b>*Mandatory Job Site Visit, July 15<sup>th</sup> 10 am, 2250 Florida Blvd.</b></i>	1	Job	
Date:		TOTAL AMOUNT		

## **Schedule of Events**

**Mandatory Job Site visit – July 15<sup>th</sup>, 10 am @ 2250 Florida Blvd.**

**Questions due to CATS on July 17<sup>th</sup>,  
[www.catsprocurement@brcats.com](mailto:www.catsprocurement@brcats.com)**

**Questions Response by CATS July 18<sup>th</sup>**

**Bids Due Date – July 24<sup>th</sup> close of business 4:30 pm**

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**F.O.B. DESTINATION - PAYMENT TERMS: NET 30**

**ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID**

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation. **Bid must be signed in the designated space above and by person authorized to sign for bidder.**

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed at Capital Area Transit, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

## PART 1

### GENERAL INFORMATION AND TERMS & CONDITIONS

A. Introduction and Background

The Capital Area Transit System (CATS) is a Regional Transit Authority and a Political Subdivision of the State of Louisiana operating the public transit system in East Baton Rouge Parish and the City of Baton Rouge, Louisiana. CATS is a Louisiana Tax Exempt Authority and is exempt from all taxes (including federal, local and state). (See LA RS 48:1451 thru 1461 <http://legis.la.gov/Legis/Law.aspx?p=y&d=102831>).

B. Bid Due Date

Bidders shall submit Bids by the date and time specified in the Schedule of Events/Timeline & Due Dates (*refer to Exhibit A – page 1*). Late Bids will not be accepted under any circumstances. Failure to meet the opening date and time shall result in Bid rejection. Late Bid(s) will not be opened and will be rejected and considered non-responsive. The Bidder(s) will be notified via e-mail and given the opportunity to pick up rejected Bids. Late Bids not retrieved within four weeks will be destroyed.

C. Bidder Inquiries-Questions and Answers (Q&A)

Bidders may submit written questions and request approved equals at any time up to the deadline date reflected in the Schedule of Events/Timeline & Due Dates. Any explanations or response desired by a Bidder regarding the meaning or interpretation of this solicitation must be requested in writing on or prior to the deadline date. Oral explanations, responses or instructions will not be binding. **Bidder inquiries must be submitted via e-mail only to: [catsprocurement@brcats.com](mailto:catsprocurement@brcats.com)**

Responses made by CATS will be in the form of written ADDENDA to the solicitation. Any addenda issued will be furnished to all Bidders, via email, who have requested to receive Addenda information within the timeline reflected after the deadline date to receive questions. This Addendum will also be posted on CATS website at <https://www.brcats.com/page/procurement>.

D. Bid Award

Award shall be made to the lowest responsive and responsible bidder(s) meeting the required specifications. CATS 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 and to accept the bid, which is in the best interest of CATS. Bidders are urged to promptly review the requirements of these specifications and submit questions for resolution as early as possible during the question and answer /request for approved equals period.

## **PART 2**

### **CATS TERMS & CONDITIONS**

#### **A. Assignment, Transfer of Interest**

There shall be no assignment/transfer of interest or delegation of Contractor's rights, duties or responsibilities of the Contractor under the contract derived from this Request for Quotes without the prior written approval of CATS. The contract that will be derived from this Request for Quotes shall not be subcontracted except with the written consent of CATS. No such consent shall be construed as making CATS a party to such subcontract, or subjecting CATS to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the prime Contractor of its liability and obligation under this contract. All transactions with CATS must be through the prime Contractor.

#### **B. Audit (Right to Audit)**

The Contractor shall permit an authorized representative of CATS to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.

#### **C. Binding (Bid or Bid Binding)**

All responses submitted in accordance with the terms and conditions of this Request for Quotes shall be binding upon the responder for ninety days (90) after the Request for Quotes opening date, unless mutually agreed otherwise.

#### **D. CATS Rights**

The contract awarded pursuant to this Request for Quotes will be to a responsible bidder whose bid is responsive. With respect to any contract awarded pursuant to this ITB, CATS shall have the following rights:

- 1) CATS reserves the right to award to more than one Bidder if it is in the best interest of CATS.
- 2) CATS reserves the right to reject all of the responses and to waive informalities and minor irregularities in the responses received, to issue subsequent requests for qualifications, to cancel or change this request for qualifications, and to, at any time, approve, disapprove, reduce, expand or cancel any or all of the work to be undertaken.
- 3) CATS may award a contract based on the initial Request for Quotes received without discussion of such Bids, or make its selection after negotiations with all Bidders whose Bids are within the competitive range, i.e., the Bids which appear to have a reasonable chance of being selected. Negotiations shall be confidential and not subject to disclosure to competing Bidders unless an agreement is reached.
- 4) CATS reserves the right to terminate the contract if it is in the best interests of CATS, as noted in this Request for Quotes, provided that payment will be made for certain costs and services rendered up to the date of termination as provided in the termination for convenience provisions found in this Request for Quotes.

#### **E. Confidentiality of Solicitation Information**

The following provisions will apply unless the CATS statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the CATS operations which are designated confidential by CATS and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to CATS. The identification of all such confidential data and information as well as CATS procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by CATS in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by CATS to be adequate for the protection of the CATS confidential information, such methods and procedures may be used, with the written consent of CATS, to carry out the intent of this paragraph. The

Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

#### F. Changes /Addenda and Withdrawals

- 1) Changes / Addenda: Any changes to the Request for Quotes will be issued in the form of written addenda. Therefore, all interested Bidders should inform CATS, in writing, of their desire to receive notice of any changes. Addenda shall only be issued to those prospective Bidders who requested such information. Written requests for addenda and/or changes must be sent to CATS Procurement via email to: [catsprocurement@brcats.com](mailto:catsprocurement@brcats.com).
- 2) Vendors are encouraged to check the CATS website frequently for any possible addenda that may be issued to this Request for Quotes. CATS is not responsible for a Bidder's failure to download any addenda documents required to complete this Request for Quotes.
- 3) The Bidder MUST complete and acknowledge receipt of any addenda(s) to the Request for Quotes by completing and submitting Exhibit A – Bidder's Signatory Page. By signing, the Bidder acknowledges receipt of ALL addenda which can be found on CATS website at: <https://www.brcats.com/page/procurement>.

Responses received after the deadline designated in this Request for Quotes shall not be opened and will be considered non-responsive. The Bidder will be notified by telephone, email or US mail and given the opportunity to pick up Bid. Late Bids which are not picked up within four weeks will be destroyed.

CATS reserves the right to change the Schedule of Events/Timeline & Due Dates and/or issue addenda to the Request for Quotes at any time. CATS also reserves the right to cancel or re-issue this Request for Quotes.

- 4) Withdrawals: A Bidder may withdraw a response that has been submitted at any time up to the Request for Quotes specified opening date and time. To accomplish this, a written request signed by the authorized representative of the Bidder must be submitted to the CATS Procurement Manager.

#### G. Contractor Responsibility

The Contractor shall assume all responsibility for the contract and shall be the sole point of contact regarding all products and services provided and payment of all charges resulting from this contract. Further, the Contractor shall:

- Perform its duties as an independent Contractor and not as an employee of CATS; and
- Assure that all applicable certifications, licenses and insurance shall remain current during the contract term.

#### H. Corporation Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor should have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana. Please file in accordance with the Louisiana Secretary of State:

<https://www.sos.la.gov/businessservices/searchforloisianabusinessfilings/pages/default.aspx>. Any Contractor who is awarded a contract will be required to be registered with the Louisiana Secretary of State prior to award, and within 7-10 calendar/days of request by CATS.

The contract that will be derived from this Request for Quotes shall not be subcontracted except with the prior written consent of CATS. No such consent shall be construed as making CATS a party to such subcontract, or subjecting CATS to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the prime contractor of its liability and obligation under this contract. All transactions with CATS must be through the prime contractor.

I. Costs For Developing Solicitation

This Request for Quotes is not to be construed as a commitment of any kind, nor does it commit CATS to pay for any costs incurred in the submission of a Bid or for any cost incurred prior to the execution of a formal contract. CATS is not liable for any costs incurred by prospective Bidders, Vendors or Contractors prior to issuance of or entering into, a contract. Costs associated with developing the Bid, submission of electronic presentations and any other expenses incurred by the Bidder in responding to the Request for Quotes are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by CATS.

J. Definitions and Terminology

- 1) ADA – Americans With Disabilities Act
- 2) Authorized Signature – The person who is executing this contract on behalf of Bidder /Contractor who is authorized to bind a contract.
- 3) Bidder/Proposer/Vendor – Any firm submitting a Bid or bid to CATS
- 4) Bid, Proposal, Agreement and Contract – are used interchangeably throughout the ITB, RFP, OR RFQ, and in this context, are intended to mean “Proposal”
- 5) CATS - Capital Area Transit System
- 6) Contract – The word “contract” shall be considered synonymous with the word “agreement”
- 7) Contractor – The word “contractor” shall be considered synonymous with the words “vendor, bidder, proposer”
- 8) DBE – Disadvantaged Business Enterprise
- 9) FTA – Federal Transit Administration
- 10) May - The term “may” denotes an advisory or permissible action
- 11) PEC – Bid Evaluation Committee
- 12) RFQ – Request for Qualifications
- 13) REQUEST FOR QUOTES – Request for Bids
- 14) Should – The term “should” denotes a desirable action
- 15) Sub-Contractor – A person or business who is awarded a portion of an existing contract by a principal or general contractor
- 16) Suitable – Type, material design, and method approved by CATS
- 17) UCP-DBE: Unified Certification Program – Disadvantaged Business Enterprise
- 18) USDOT – United States Department of Transportation
- 19) Will, Shall or Must – The terms “will/shall/must” denote mandatory requirements.

K. Equal Opportunity Employer (EEO)

CATS is an equal opportunity employer, and does not discriminate against anyone on the basis of race, sex, creed, color, religion, national origin, ancestry, reprisal, disability, sexual orientation, marital status or political affiliation.

L. Errors and Omissions

CATS will not be liable for errors in the Request for Quotes. Responders will not be allowed to alter Request for Quotes documents after the deadline for submission. CATS reserves the right to make corrections or clarifications due to patent errors identified in Request for Quotes by CATS or the responders. CATS reserves the right to request clarification or additional information from the responders.

M. Ethics

The State of Louisiana Code of Governmental Ethics places restrictions against conflict of interest and establishes guidelines to ensure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, Contractor should contact CATS Procurement Department prior to submission of this Request for Quotes. Any violation of the Code of Ethics shall be grounds for disqualification of Bidder or cancellation of contract.

N. Insurance Requirements – Required Coverage

Contractor shall procure, maintain, and keep in force, at Contractor's expense, the insurance coverage as required below and shall cause CATS to be an additional insured on all policies (except professional liability). Contractor shall provide Proof of Insurance to CATS prior to award. Proof of Insurance shall include an additional insured endorsement. For the duration of the Agreement and until all work under the Agreement is completed, Contractor shall have and maintain, at Contractor's expense, the following types of insurance and shall comply with all limits, terms and conditions of such insurance.

Commercial General and Umbrella Liability Insurance: Commercial General Liability (CGL) Insurance and, if necessary, Commercial Umbrella covering bodily injury and property damage. This insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. Combined single limit shall not be less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate.

- 1) Workers' Compensation: Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.
- 2) Automobile Liability: Automobile Liability insurance covering owned or non-owned vehicles. Combined single limit per occurrence shall not be less than \$1,000,000.
- 3) Subcontractors: Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

O. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless CATS, its officers, commissioners, directors, employees, agents, and assigns from and against any and all actual or alleged claims, any and all losses, damages, which include incidental, consequential, indemnity and special damages, expenses, including attorneys' fees and costs of defense, fines and penalties and other liabilities that may be asserted by any person or entity that arises out of the fault or negligence of the Contractor, sub-contractor, partner, and any of their officers, directors, employees, agents and assigns respectively in carrying out their obligations under this agreement, which is caused by defective workmanship or materials in products manufactured or supplied by Contractor, or which arises out of Contractor's failure to comply with any state or federal statute, law, regulation. Contractor shall have no indemnification liability under this section for any claims, damages, losses and expenses to the extent they arise out of or relate to the negligent acts or omissions or willful misconduct of CATS.

P. Law Governing

All disputes concerning the solicitation and award of this contract will be subject to, governed by, and construed according to CATS procurement protest procedure and the laws of the state of Louisiana. The proper venue for any dispute shall be the 19<sup>th</sup> Judicial District court for the Parish of East Baton Rouge.

Q. Liability Disclaimer

In the absence of a written provision in the contract with the successful Bidder specifically stating otherwise, CATS shall not hold harmless or indemnify any Contractor for any liability whatsoever.

R. Material in Solicitation

Bids shall be based only on the material contained in this solicitation. The solicitation addenda includes official responses to questions and other material, which may be provided by CATS pursuant to the solicitation.

S. Ownership of Solicitation

All materials submitted in response to this solicitation become the property of CATS. Selection or rejection of a response does not affect this right. All Bids submitted will be retained by CATS and not returned to Bidders, unless it is a late Bid, in accordance with "Bid Transmittal and Due Date" section in this solicitation.

T. Payment and Invoicing Procedures

No advance or down payment of any kind will be made. Federal and State law requires proof of the materials having been furnished, the services rendered or the labor performed as described, before payment is made.

- 1) Following Intent to Award notice, CATS and the Contractor will enter into a separate contract which will include detailed payment schedules.
- 2) CATS Payment Terms in general are Net 30 after receipt of approved invoice.

Invoices: At a minimum, all invoices must include the following information:

- a. Project name and purchase order number;
- b. Detailed itemized description of items and amount to be paid;
- c. Date(s) of service(s)/deliveries made

U. Permits, Licenses & Taxes

The contractor shall furnish all necessary permits, licenses and certificates and comply with all laws or ordinances specific to providing Underground Tanks Upgrade as reflected in this Request for Quotes, if applicable.

V. Rejection (Right to Reject)

Issuance of this Request for Quotes in no way constitutes a commitment by CATS to award a contract. CATS shall have the right to reject all of the Bids received, to waive irregularities and informalities, and to accept the Bid which is in the best interest of CATS.

W. CATS Protest Procedures (*applicable to FTA funded projects only*)

Any protest concerning the issuance, form, contents or interpretation of a request for Bids, bid solicitation, or request for a quotation of price and other terms, must be filed in writing to CATS Procurement, via email to: [catsprocurement@brcats.com](mailto:catsprocurement@brcats.com), prior to ten (10) calendar days before the date the response is due. If not filed timely, all such protests shall be deemed to have been waived. Any protest concerning CATS evaluation of submitted Bids, bids or the award of a contract must be filed in writing with the President of CATS Board no later than six (6) days after the contract award.

*All protests shall state specific reasons for the protest and shall provide a physical address, an electronic mailing address, a fax number, if available, and a telephone number through which the protester can be notified. As soon as possible after the receipt of the protest, the President shall contact a person designated by the President to decide upon the merits of the protest. Except as otherwise provided in this protest procedure statement, the decision of the designated person shall be final. The designated person shall contact both the CATS official in charge of the procurement and the protestor and shall arrange an opportunity for both parties to submit written or oral arguments to the designated person. The designated person may attempt to arrange a telephone or personal conference at which both parties can be heard or can appear, but shall not be required to do so.*

The Federal Transit Administration's Circular 4220.1F contains a statement of FTA policy regarding bid protests. Section 7(l) of that circular states that the FTA will only review protests regarding the alleged failure of CATS to have a written protest procedure or the alleged failure to follow such procedure, or violations of Federal law or regulation (within FTA's discretion). Alleged violations on other grounds are under the jurisdiction of the appropriate state or local administrative or judicial authorities.

Any protest to the FTA should be filed with that agency within five (5) working days of the date the protester learned or should have learned of an adverse decision by CATS or other basis of appeal to FTA. Any protest to the FTA should be filed with its regional office at 819 Taylor Street, Fort Worth, Texas 76102.

(PROTESTS, CHANGES AND MODIFICATIONS, DISPUTES, CLAIMS, LITIGATION, AND SETTLEMENTS, VII FTA C 4220.1F 11/01/2008 Rev. 04/14/2009).



## **PART 3**

### **Drawings**

***\*Reminder***

***Mandatory job site visit prior to bidding (See schedule of events for date & time).***

***See attachments for drawings***