



## **Division 0 – Article 2** **INSTRUCTIONS TO BIDDERS**

- 2.1 **CROSS REFERENCE TO PRIMARY STATEMENTS.** Definitions, requirements, and limitations affecting the bidding are contained in the various contract documents, and are not necessarily repeated in these instructions.
- 2.2 **QUALIFICATION OF BIDDERS.** Bidders may be required to submit evidence that they have a practical knowledge of the particular task bid upon, and that they have the financial resources to complete the proposed scope in entirety.

In determining the Bidder's qualifications, the following factors will be considered: contracts previously completed by the Bidder and whether the Bidder (a) maintains a permanent place of business, (b) has adequate plant and equipment to do the task properly and expeditiously, (c) has the financial resources to meet all obligations incidental to the task, and (d) has appropriate technical experience.

Preference will be given to bidders domiciled in Louisiana as stated in Louisiana Public Contract Law (38:2281).

Each Bidder may be required to show that he has completed similar work and that there are no just claims pending against such work. No Bid will be accepted from a Bidder who is engaged on any contract which would impair his ability to perform or finance his work.

- 2.3 **LOUISIANA LICENSE REQUIREMENTS.** Only Bids of Contractors licensed under LSA R.S. – 37:2150 et seq., will be considered. Licensing is supervised by the Louisiana Licensing Board for Contractors, 7434 Perkins Road, Baton Rouge, Louisiana. Contractors desiring to bid shall submit with their Bids evidence that they hold a valid license in the proper classification.
- 2.4 **FAMILIARIZATION WITH THE WORK.** Before submitting his Bid, each prospective Bidder shall familiarize himself with the scope of the task, the sites where the proposed improvements is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work. He shall carefully correlate his observations with requirements of the Contract Documents and otherwise satisfy himself of the expense and difficulties attending performance of the Work. The submission of a Bid will constitute a representation of compliance by the Bidder. There will be no financial adjustment justification for lack of such familiarization. Additionally, evidence of having the lack of familiarization could result in contract termination or substantial financial impacts to the contractor due to liquidated damages or other variables.



- 2.4.1 Site Conditions. Each Bidder shall visit the sites of the Work and completely inform himself relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the Work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the Bid.
- 2.4.2 Access to the Sites. The project is to be constructed within the Parish of Ascension. Contractors and Suppliers wishing to inspect the various sites may do so at their convenience.
- 2.5 INTERPRETATIONS. The Drawings have been prepared by H. DAVIS COLE & ASSOCIATES, LLC (HDCA), 1340 POYDRAS STREET, SUITE 1850, NEW ORLEANS, LA 70112, (504) 836 – 2020, who is hereinafter called ENGINEER and who is to act as OWNER’s representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. All questions about the meaning or intent of the Specifications and Contract Documents shall be submitted to the Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the bidding documents and posted on the Central Auction House website. Addenda will be issued at least 72 hours, (3 working days, excluding weekends and holidays) prior to the time stated for opening bids. Questions received less than five (5) working days prior to the date for opening Bids will not be answered. Only answers furnished by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 2.6 TAXES AND PERMITS. Attention is directed to the requirements of the General Conditions and Supplementary Conditions regarding payment of taxes and obtaining permits. All taxes that are lawfully assessed against Owner or Contractor in connection with the Work shall be paid by Contractor. The bid prices shall include all such taxes and the costs of all required permits.
- 2.7 BID SECURITY. The amount of bid security is stated in the Invitation. The required security must be in the form of a certified or bank cashier’s check or a bid bond. The bid bond must be executed by a surety meeting the requirements set forth in the General Conditions and Supplementary Conditions. Bid bond must have attached appropriate and satisfactory Power of Attorney. The bond shall also be countersigned by a person who is under contract with the Surety Company or Bond Issuer as a Licensed Agent in this State and who is residing in the State. Refer to R.S. 38:2218  
The bid security shall be made payable without condition to the Owner. The bid security may be retained by and shall be forfeited to the Owner as liquidated damages if the Bid is accepted and a contract based thereon is awarded and the Bidder should fail to enter into a contract in the form prescribed, with legally responsible sureties, within fifteen (15) days after such award is made by Owner.



2.8 RETURN OF BID SECURITY. The bid security of the successful Bidder will be retained until the bidder has executed the Agreement and furnished the required Contract Security, whereupon checks furnished as bid security will be returned; if the bidder fails to execute and deliver the Agreement and furnish the required Contract Security within fifteen (15) days of the Notice of Award, Owner may annul the Notice of Award and the bid security of that Bidder will be forfeited. The bid security of any Bidder whom Owner believes 'to have a reasonable chance of receiving the award' may be retained by Owner until the seventh day after the executed Agreement is delivered by Owner to Contractor and the required Contract Security is furnished but not to exceed thirty (30) days after the Bid opening. Checks furnished as bid security by other Bidders will be returned within five (5) days of the Bid opening.

2.9 CONTRACT TIME. The Contract Time is an essential part of the contract and it may be necessary for each Bidder to satisfy Owner of his ability to complete the Work within the time set forth in the Bid Form. Provisions for delays, liquidated damages, and extensions of time are set forth in the General and Supplementary Conditions.

The Contractor is responsible for equipment and material delivery. A time extension to the Contract duration will not be allowed for late material or equipment delivery.

2.10 SUBCONTRACTORS AND SUPPLIERS. Within three (3) days after Bids are opened, the apparent low Bidder, and any other Bidder so requested, shall submit a list of all Subcontractors and Suppliers he expects to use in the Work and to submit manufacturer's data on selected equipment, if requested by Owner.

2.10.1 Subcontractor Qualification. Particular consideration will be given to the qualifications of each Subcontractor proposed. An experience statement with pertinent information as to similar projects and other evidence of qualification shall be furnished for each named Subcontractor, as requested by the Owner or Engineer. If Owner or Engineer, after due investigation has reasonable objection to any proposed Subcontractor, he may, before giving Notice of Award, request the apparent low Bidder to submit an acceptable substitute without an increase in his Bid. If the apparent low Bidder declines to make substitution he will not thereby sacrifice his bid security. Any Subcontractor so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the Owner and Engineer.

Contractor shall not be required to employ any Subcontractor against whom he has reasonable objection.

The use of Subcontractors listed by the Bidder and accepted by Owner prior to Notice of Award will be required in the performance of the Work.

2.10.2 Suppliers. The list of Subcontractors shall also include the suppliers of the principal items of materials and equipment the Bidder expects to use in the Work unless such suppliers or manufacturers are named in the Bid.



- 2.10.3 Manufacturer's Data. The list of Subcontractors submitted as provided herein shall be accompanied by two prints or copies of data on equipment and materials to be furnished by each supplier or manufacturer. Data so submitted shall illustrate the physical characteristics of the equipment and materials to be furnished. Although the drawings and specifications submitted prior to the Notice of Award need not be complete, but must contain sufficient detail for Engineer to determine whether the materials and equipment will conform to the Contract Documents.

The Contract Documents will take precedence over any nonconforming data submitted.

Any Bid specifically conditioned upon furnishing equipment or materials which are not responsive to the Contract Documents will not be considered.

2.11 BIDS.

- 2.11.1 Bid Form. The Bid Form is bound within the Contract Documents. Bid forms must be completed in ink or typed.

Bids by corporations must be executed in the corporate name by a president or vice-president (or other corporate officer) accompanied by evidence of authority to sign. The state of incorporation shall be shown below the corporate name. Bids by partnerships must be executed in the partnership name and signed by a partner; title and the official address of the partnership must be shown below the signature. Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.

The names of all persons signing must also be legibly printed below the signature. A Bid by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principal may be held to be liable for the Bid.

All blank spaces in the Bid Form shall be filled. Bids received without all such items completed will be considered as a nonresponsive Bid.

The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid Form.

No alterations in the Bids, or in the printed forms therein, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Bidder. If initialed, Owner may require the Bidder to clarify any alteration so initialed.

**All questions regarding this project and the bid package shall be submitted to the Purchasing Department via purchasing@apgov.us by 3:00 p.m. on October 27, 2022. Responses will be coordinated with the Engineer and posted on the centralauctionhouse web site by 5:00 PM on Tuesday, November 1, 2022.**



**A mandatory pre-bid meeting will be held on Tuesday, October 25, 2022 at 11:00 A.M. in the Ascension Parish Department of Public Works (DPW), 42077 Churchpoint Road, Gonzales, Louisiana 70737. Only those in attendance at the pre – bid meeting will be considered responsive bidders. The pre-bid meeting may include a non-mandatory visit to the project site.**

In addition to paper bids, electronic bids and electronic bid bonds for the followings project will be downloaded by the Ascension Parish Purchasing Department. Electronic bids and electronic bid bonds must be submitted through [www.centralauctionhouse.com](http://www.centralauctionhouse.com) prior to the electronic bidding deadline. Beginning at 10:00 AM CDT (CST) on November 1, 2022 all bids will be downloaded. No bids are accepted after 10:00 AM CDT

2.11.2 Affidavit. Bidders shall include with their Bid the attached Non-Collusion Affidavit.

2.11.3 Submission of Bids. The bid shall consist of the Bid Form and the other documents that are required to be submitted along with the Bid Form.

Each Bid and accompanying data shall be enclosed in a sealed opaque envelope or wrapping, addressed to:

**Ascension Parish Purchasing Department**  
**615 East Worthey St., Gonzales, Louisiana 70737.**

and identified on the outside with the Bidder's name, Louisiana Contractor License Number and the words "**NEW RIVER TILTING WEIR STRUCTURE – EAD 15-004**".

If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.

Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation for Bids, or the modified time and date indicated by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.

Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

Oral, telephone, or telegraph Bids are invalid and will not receive consideration.

No Bidder may submit more than one Bid. Multiple Bids under different names will not be accepted from one firm or association.

2.11.4 Modification and Withdrawal of Bids. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and



delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

2.11.5 Bids to Remain Open. All Bids shall remain open for 45 days after the day of the Bid opening. Owner shall release Bids and return bid securities as specified in Section 1.8 under "Return of Bid Security".

2.12 AWARD OF CONTRACT. Owner shall award a contract to the Bidder who, in Owner's judgment, is the lowest responsive, responsible Bidder. Owner reserves the right to reject any or all Bids, to award the contract by sections, to waive informalities, and to reject nonconforming, nonresponsive, or conditional Bids.

In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternatives and unit prices if requested in the Bid Form. Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment), and may reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

The evaluation of manufacturer's data, when required to be submitted with the Bid or submitted upon request prior to the Notice of Award, shall include the following information at a minimum for consideration:

- Full name and address of manufacturer.
- Manufacturer's engineering or technical representative contact, including telephone number and email addresses.
- Manufacturer's service facilities and availability of qualified field service personnel.
- Manufacturer's contact information for the local sales information.
- The name (model, series number, etc.) of the product(s) that are to be listed.
- Manufacturer's inventory on-hand and demand capacity.
- Manufacturer's installation requirements and procedures, related engineering specifications, training, required certifications.
- Manufacturer's operating cost, maintenance upkeep schedule, life expectancy, and any warranty or other service included for the product listed.
- Experience and performance record of the manufacturer and specific products listed.
- Manufacturer's Cut sheet(s) / engineering details of products listed.
- A cost / benefit analysis compared to similar and common product from different manufacturer.

If the contract is awarded, Owner shall give the apparent successful Bidder a Notice of Award within thirty (30) days after the date of the Bid opening.

2.13 EXECUTION OF THE AGREEMENT. The Contractor shall be furnished four (4) copies of the Agreement, including insurance certificates, and other Contract Documents bound therewith. Within fifteen (15) days of Notice of Award, Contractor shall execute the Agreement, insert executed copies of the required bonds and power of



attorney and submit all copies to Owner. The date of contract on the Agreement and Bond forms shall be left blank for filling in by Owner. The certification date on the power of attorney also shall be left blank for filling in by Owner.

Owner shall execute all copies, insert the date of contract on the Agreement, Bonds, and power of attorney, and return all copies to Engineer for review and distribution.

Once all contract documents have been executed, the Contractor shall be furnished one (1) set of original documents. The Owner shall have one (1) set of these documents recorded in the office of the Recorder of Mortgages in the jurisdiction where the work is to be performed.

- 2.14 COPIES OF CONTRACT DOCUMENTS. Copies of the drawings and specifications for use in preparing Bids may be obtained from:

**H. Davis Cole & Associates, LLC (HDCA)**  
**1340 Poydras Street, Suite 1850**  
**New Orleans, Louisiana 70112**  
**504-836-2020**  
**Three Hundred Dollars (\$300.00)**

The Contractor to whom a contract is awarded will be furnished two (2) working copies of the specifications and the drawings, together with all Addenda thereto.

- 2.15 LOCAL MATERIAL AND FIRMS. By statutory authority, preference is hereby given to materials, supplies, and provisions produced, manufactured, or grown in Louisiana, quality being equal to articles offered by competitors outside of the State (LSA R.S. – 38:2252), and preference is hereby given to firms doing business in the State of Louisiana (LSA R.S. – 38:2253).



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