

**LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND
DEVELOPMENT**

PROCUREMENT

4/3/2025

Vendor Guide

How to do Business with LADOTD

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DOTD PROCUREMENT DIRECTOR

INTRODUCTION

This reference guide was developed as a general resource for vendors regarding the Louisiana Department of Transportation and Development's procurement processes and procedures as they relate to the vendor community.

Nothing contained herein shall be construed to amend or override any Revised Statute, Louisiana Administrative Code, Executive Order, rule, regulation, policy or procedure of the State of Louisiana or the provision of any document used in any competitive procurement. The Department reserves the right to modify this guide without prior notice and without issuance of such notification. Please visit the DOTD Procurement website often for updates and additional information.

The Department acquires a variety of materials, supplies and services. DOTD is considered an exempt agency. By definition, the procurement of materials, services, and supplies that will become a component part of any road, highway, bridge, or appurtenance thereto, regardless of the dollar amount, are processed by DOTD Procurement and are exempt from the purview of the Office of State Procurement. Purchases that will not become a component part of any road, highway, bridge, or appurtenance and exceed the established purchasing threshold are considered non-exempt and therefore are processed through the Office of State Procurement.

The procurement system was designed to ensure fair and equitable treatment of all persons who participate in the procurement process, including the citizens of Louisiana, the Department and the vendors. Vendors play a crucial role and we strongly encourage all interested suppliers to participate in the competitive bid process with the Department.

Vendors are encouraged to visit DOTD Procurement. An advanced appointment is highly recommended, as this will provide for a more productive utilization of each parties' time. Department policy requires all guests, upon arrival, to enter on the first floor of the main wing of the building and present a picture ID to the guard on duty. A temporary security badge will be issued and the guard will notify our office of your arrival. A Procurement staff member will meet you at the guard desk and escort you to the meeting space. Once the meeting has concluded, you will again be escorted by Procurement personnel back to the guard desk where you must turn in the temporary badge. Please allow time to complete this process when visiting.

A Procurement Staff Listing is available for review. The list provides employee names, titles, contact information, and specified commodities for each staff member.

Louisiana Department of Transportation and Development Headquarters Administration, Procurement Division

Physical Address

4th Floor East Wing S-447
1201 Capitol Access Road
Baton Rouge, LA 70802

Mailing Address

4th Floor East Wing S-447
P.O. Box 94245
Baton Rouge, LA 70804

Phone: 225-379-1444

Core Office Hours: Monday through Friday, 7:45 a.m. to 4:15 p.m.

VISION, MISSION AND VALUES

VISION STATEMENT

To be recognized as experts in our field, particularly related to the Procurement of highly technical materials and supplies for the maintenance and repair of a highways and bridges throughout the State of Louisiana.

MISSION STATEMENT

To assure that all purchases of materials, supplies, equipment and services are made in accordance with all Revised Statutes, Louisiana Administrative Codes, Executive Orders, DOA Policies and Procedures, OSP Directives and DOTD Regulations. As a service to our internal customers, we either handle the process or assist the Districts or Sections through guidance, direction and training. To our external customers, we are committed to assuring that all bidders are treated fairly and equally in the event and award of all bids.

VALUES

Service: Provide our stakeholders with service that exceeds their expectations by providing unprecedented assistance with their needs.

Efficiency: Continuously striving to add value to the procurement process by completing requests in an accurate and timely manner.

Compliance: Develop and review established Department policies to insure they are clear, concise and easily and properly interpreted to both our internal and external customers so all are able to stay in compliance with statewide statutes, codes and executive orders.

Integrity: Perform the duties bestowed upon the Procurement Department with the utmost adherence to ethical standards in order to preserve the trust of our end users, vendor community and the public whom we serve.

AUTHORITY AND RESPONSIBILITY

DELEGATION OF AUTHORITY BY THE STATE CHIEF PROCUREMENT OFFICER, La. R.S. 39:1566

The State Chief Procurement Officer may delegate authority to any governmental body as the State Chief Procurement Officer may deem appropriate within the limitations of state law and state procurement regulations.

AUTHORITY OF THE DOTD PROCUREMENT DIRECTOR, La. R.S. 48:131

The DOTD Procurement Director serves as the Chief Purchasing Agent for the Department of Transportation and Development. They are responsible for the advertisement, letting and execution of all contracts for the purchase of supplies, materials, and equipment on behalf of the Department, in accordance with the provisions of the laws regulating the Department.

STATUTES GOVERNING PROCUREMENT

Purchasing operates under the authority of numerous Revised Statutes, Executive Orders, and Administrative Codes pertaining to purchasing procedures. The most important of these are listed below:

- La. R.S. 39:1551 – 1736 “Louisiana Procurement Code”
- La. R.S. 48:205 – 208 “Exempt Commodity Purchasing Procedures, Emergency Purchase Procedures, etc.”
- Louisiana Administrative Code Title 34 “DOA Rules and Regulations”
- Louisiana Administrative Code Title 70: Part XXIII “DOTD Rules and Regulations”
- Executive Order No. JBE 24 - 114 “Small Purchase Procedures”
- La. R.S. 39:196 – 200 “Information Technology Procurement”
- La. R.S. 39:1751 – 1755 “Telecommunications Procurement”
- La. R.S. 42:1101 – 1170 “Louisiana Code of Governmental Ethics”
- La. R.S. 43 “Printing”
- DOA PPM 51 “Contracts for Maintenance, Equipment and Services”

EXEMPTIONS, La. R.S. 39:1572

Procurements by the Department of Transportation and Development for materials, services, and supplies that will become a component part of any road, highway, bridge, or appurtenance thereto shall not be required to be conducted through the central purchasing agency and shall not be required to follow the procurement regulations of the Commissioner or the Office of State Procurement, but shall nevertheless be subject to the requirements of Chapter 39 and such regulations as may be promulgated by the head of the Department of Transportation and Development.

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Exemptions from the central procurement agency, unless otherwise provided in La. R.S. 39:1554, shall not apply to professional services, personal services, consulting services, social services, information technology, or vehicle acquisition.

The Department of Transportation and Development may use the central purchasing facilities whenever the best interests of the Department and the state may be served.

STATE PROCUREMENT REGULATIONS, La. R.S. 39:1581

Regulations promulgated by the commissioner in accordance with the Administrative Procedure Act shall govern all procurements by all governmental bodies except for regulations promulgated by the secretary of the Department of Transportation and Development governing procurement by that department, for procurement of materials and supplies that will become a component part of any road, highway, bridge, or appurtenance thereto.

Secretaries of exempted departments under this statute shall promulgate regulations for the purposes set forth in accordance with the Administrative Procedure Act. Such regulations shall not be inconsistent with the provisions of La. R.S. 39.

The secretary shall not delegate his power to promulgate regulations. The Commissioner may delegate his power to promulgate regulations to the State Chief Procurement Officer.

DOTD REGULATIONS

The Department of Transportation and Development is also governed by the Secretary's Policy and Procedure Memoranda and applicable Engineering Directives and Standards regarding purchasing procedures as listed below:

- PPM No. 54 – Wireless Communications Policy
- EDSM V.4.1.2 – Use of Proprietary or Sole Source Products on Construction and Maintenance Projects

PROFESSIONAL, PERSONAL, CONSULTING AND SOCIAL SERVICES

DOTD Procurement is responsible for the procurement of professional, personal, consulting and social services subject to Title 39.

EXCLUSIONS

DOTD Procurement is not responsible for purchases associated with the Letter Bid Process.

CODE OF GOVERNMENTAL ETHICS, La. R.S. 42:1101 – 1170

All public purchasers are required to adhere to the ethical standards for public servants.

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All vendors doing business with the Department are expected to adhere to the same Code of Ethics as government employees in conducting business with the DOTD.

Care must be exercised by both public purchasers and vendors to avoid any impropriety.

DELEGATED PURCHASING AUTHORITY

Current DPA for DOTD Procurement as delegated by the Office of State Procurement:

- \$ 30,000 for Non-Exempt Commodities
- \$ 30,000 for Printing
- \$ 30,000 for Labor and Material Projects
- \$ 0 for Vehicles
- \$ 0 for Elevator Maintenance
- \$ 5,000 for Title 39 Professional, Personal, Consulting or Social Service Contracts

Current DPA for All DOTD Districts and Sections as delegated by the DOTD Procurement Director:

- \$ 5,000 for Exempt and Non-Exempt Commodities
- \$ 5,000 for Equipment Repairs
- \$ 5,000 for Printing

EXEMPT COMMODITIES

Exempt Commodities are materials and supplies that will become a component part of any road, highway, bridge or appurtenance thereto.

NON-EXEMPT COMMODITIES

Non-Exempt Commodities are materials and supplies that will not become a component part of any road, highway, bridge or appurtenance thereto.

ETHICS

All public purchasers are required to adhere to the ethical standards of public servants in accordance with La. R.S. 42:1101-1170. All vendors doing business with the Department are expected to adhere to the same Code of Ethics as government employees in conducting business with the DOTD. Care must be exercised by both public purchasers and vendors to avoid any impropriety.

DOTD Procurement Section also adopts The Institute for Public Procurement (NIGP) standards and code of ethics in the performance of its fiduciary responsibilities to the Agency.

POLICY

DOTD Procurement believes, and it is a condition of employment, that the following ethical principles should govern the conduct of every Procurement staff member:

- Believes in the dignity and worth of the service rendered by the organization, and the societal responsibilities assumed as a trusted public servant.
- Is governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and the public being served.
- Believes that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.
- Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved.
- Believes all employees of the Agency especially the Procurement staff should at no time, or under any circumstances, accept directly or indirectly, gifts, gratuities, or other things of value from suppliers, which might influence or appear to influence purchasing decisions.
- Keeps the governmental organization informed, through appropriate channels, on problems and progress of applicable operations by emphasizing the importance of the facts.
- Resists encroachment on control of personnel in order to preserve integrity as a professional manager.
- Handles all personnel matters on a merit basis, and in compliance with applicable laws prohibiting discrimination in employment on the basis of politics, religion, color, national origin, disability, gender, age, pregnancy and other protected characteristics.
- Seeks or dispenses no personal favors. Handles each administrative problem objectively and empathetically, without discrimination.
- Subscribes to and supports the professional aims and objectives of the DOTD.

NO DOTD Employee may:

- Engage in or give the appearance of engaging in, dishonest or unethical actions.
- Show favoritism. Actions and decisions must be based on merit in accordance with established laws, rules, regulations, policies, and procedures.

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- Accept a gift of any kind, regardless of the value, under circumstances in which it could be reasonably inferred that the gift was intended (or could be reasonably expected) to influence the performance of official duties or serve as a reward for any official action. Examples include cash, goods, meals, travel, sporting event tickets, entertainment, loans, services, or anything else of value.
- Directly or indirectly purchase, rent, or lease any realty, goods, or services for the Department from any business entity of which they or their spouse or child is an officer or has a material interest. Employees have an obligation to report known or suspected wrongdoing. If a supplier knows or suspects that another supplier or an Employee is involved in questionable activity, the supplier should inform the Procurement Agent or the Director of Procurement.

DOTD Procurement believes that the following ethical principles should govern and conduct every supplier, contractor, or their agents:

As described above, the Department relies upon open, arms-length, competitive procurements to assure that it spends funds wisely and in the best interest of the Department and the public. To do business with the Department, suppliers must respect and not undermine that process. The Department expects suppliers to perform fully, timely, and honestly in accordance with the terms of their contracts and to demonstrate responsibility through a history of successful and honest performance.

Before engaging in the Department procurement process, a supplier should take a hard look at its firm's business integrity as well as whether the supplier has the capability of fully meeting the demands of the requested work. To do business with the Department a supplier must be:

- Capable of meeting all minimum qualifications specified in the solicitation document.
- Prepared to demonstrate that it has the resources and experience to successfully fulfill the contract requirements.
- Prepared to publicly and truthfully disclose management and ownership, officers and owners, and current financial condition with an expectation that any of their legal, financial or performance problems will need to be explained.
- Current on obligations, including licenses and insurance.

SUBMITTING A BID OR PROPOSAL RESPONSE

Except for certain situations listed in the Department Policy, for purchases exceeding \$10,000, the Department is required to conduct competitive solicitations and to award contracts solely on the basis of price, merit and/or qualifications. Efforts by a supplier or by a lobbyist acting on behalf of a supplier to gain an "inside tract" by inhibiting competition or exploiting business or political relationships are prohibited.

a. *Undercutting the Competitive Process*

- Suppliers are expected to independently and honestly prepare and submit bid and proposal responses based upon their own costs and operations. By this mechanism, the Department obtains the most advantageous price or best value available among firms doing business in that market.

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- Do not “cooperate” or share pricing information with competitors when preparing bid or proposal responses. Activity where competitors agree on the prices to be submitted, is known as collusive bidding, price fixing or bid-rigging and is illegal.
- Do not submit artificially high or low pricing to make a competitor’s price look more reasonable. This is known as “complementary bidding” and is also illegal.
- Do not submit bid or proposal responses that are deceptively attractive with an expectation that after winning the contract the supplier will receive additional costs or inflate profits through change orders or that the supplier will have a competitive advantage in the award of related contracts.
- Do not manipulate unit cost awards by selectively underpricing particular line item costs or engage in unbalanced pricing with the expectation that quantities will change after award.

b. *Gifts*

Do not offer a gift of any kind to an Employee to directly or indirectly influence the drafting of solicitation requirements, evaluations, awards, or payment. Such an offer is not a “gift”, but a bribe. The Employee must report bribery attempts. In addition to being a crime, bribery is the fastest way to ensure that the supplier will never do business with the Department as a supplier. Offering a gift to an Employee is a bad idea, regardless of whether or not the intent is to influence the Employee. As previously discussed, the definition of a gift is very broad and includes anything that has value. If an Employee suggests or demands a gift from a supplier for providing any service, consideration, or advantage, immediately report this to the Department Director of Procurement.

c. *Job Offers*

Should a supplier determine that an Employee or an immediate member of their family would make a perfect addition to its firm, make sure that the Employee is not involved in any capacity with any solicitation that benefits the supplier before discussing a job offer, or even the prospect of a job. Wait until the solicitation is completed before discussing employment prospects. Otherwise, an attempt to discuss employment may be considered an attempt to improperly influence the solicitation process.

d. *Sensitive and Protected Information*

Unlike private industry, firms competing for Department business are not permitted to obtain a competitive advantage by learning more about a solicitation or contract than what is available to all other potential respondents once the solicitation is advertised. All interested suppliers may ask questions at a pre-solicitation conference or direct inquiries to the Procurement Agent in writing. Responses are then shared with all other potential suppliers. Do not circumvent this process by asking Employees to provide information to which your firm is not entitled. Information relating to the identity of proposal response contents such as, cost/pricing data, proprietary information and trade secrets are not available, until the recommendation of award or 30 days after the bid or proposal responses were received.

WORK UNDER CONTRACT

A supplier's ethical obligations do not end upon award of a contract. Gifts and job offers may not be offered to improperly influence Employees to approve work, materials, or payments under the terms of a contract. Suppliers are required to perform fully in accordance with the terms of the contract. Where progress payments are sought, or payments are made on a budgetary or cost reimbursement basis, a supplier's business records must truthfully support its claims for payment.

a. *Product Substitution*

The unauthorized delivery of goods or services that do not meet the contractual requirements, and for which the supplier charges as if contractual specifications had been met, is known as "product substitution." Product substitution is a violation of the contract and can be considered fraud. The following acts are considered product substitution:

- Providing inferior quality or substandard raw materials and finished products.
- Substituting generic or foreign-made products when particular brand names or domestically produced products (Buy American) are required in the contract specifications.
- Submitting for compliance testing, samples or items that are not representative of actual production materials or products.
- Substituting used or refurbished products without authorization.

b. *Premature Progress Payments*

Certain long-term contracts permit payments to be made as construction or other performance progresses. These "progress payments" are generally payable upon proof that costs have been incurred or milestones in the contract have been reached. A supplier's falsification of labor or material costs, or a misrepresentation of progress reached, to obtain faster payments, is illegal.

c. *Improper Claims for Cost Reimbursement*

When a supplier enters into a contract for an amount based upon its actual costs, the supplier must maintain an accounting system that accurately categorizes its costs so that only costs that are reasonable, allowable, and allocable to the work are claimed for reimbursement. Some examples of costs that should not be claimed for reimbursement include fines, gifts, entertainment costs, and certain legal costs. Cost mischarging occurs when unrelated costs are improperly charged to a contract.

d. *Proper Control and Accounting (non-fixed fee contracts)*

The supplier is required to have appropriate internal controls to monitor its costs, schedule, assets and general operations. The supplier needs to maintain reliable records to insure that actions pertaining to the contract, inventory, expenses, and other reportable items are accurately, completely, and fairly recorded and reported.

SANCTIONS FOR MISCONDUCT

A wide range of criminal, civil, administrative, and contractual sanctions are available to address procurement fraud or misconduct. These include, but are not limited to, filing of State and Federal criminal charges, civil contract remedies including damages, assessment of liquidated damages, voiding or rescinding a contract, finding a supplier non-responsible, suspension, and debarment. Remember, it is not only the supplier that will gain notoriety from dishonest, unethical, and poor performance, but also the supplier's key personnel. Stay honest. Protect yourself and your firm. Do not involve Employees in dishonesty. The Department has the ability to terminate a contract between the Department and a supplier if determined there was a violation of the code of ethics. The supplier and Employees alike can find themselves facing misdemeanor or felony charges for procurement fraud. Maintaining a good relationship with the Department involves an understanding of the Department business needs and ethical environment.

VENDOR REGISTRATION

Vendors are not required to register with the State in order to submit a bid response; however, in order to receive a Purchase Order or Contract, vendors must be registered in the LaGov system prior to award.

LaGOV ON-LINE REGISTRATION

Vendors interested in doing business with the Department of Transportation and Development through the procurement process may register their business on-line in LaGov at: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

Please verify that your company is not already registered before beginning the registration process. A company should have only one vendor number; however, there may be multiple contact persons within the registration. Please do not create a vendor number for each authorized contact person. Do add all authorized bidders/contact person to the vendor registration. DOTD cannot make an award if the signature on the bid response does not correspond to a name registered as an authorized contact person on the vendor registration.

The Vendor Administrator is a person at your business that has/will have the ability to manage the account and update company information such as adding and removing vendor contacts, email addresses, and phone numbers as well as updating or removing commodity codes through the following link: <https://lagoverpvendor.doa.louisiana.gov/irj/portal>. New vendors will need to assign someone at the location to be the Vendor Administrator; typically, this is the person that creates the registration.

The DOTD Procurement Office utilizes the United Nations Standard Products & Services commodity codes. LaPAC will automatically notify all registered vendor contacts via email Based on your companies selected commodity codes when a solicitation and/or addenda is using one of the commodity codes is posted to LaPAC. If your vendor registration does not include applicable commodity codes, your company will not be notified by the system. Companies may bid in a commodity class other than the ones designated in their on-line registration; however, they are responsible for requesting the solicitations.

If have any questions regarding vendor registration of if your company is already registered and you need assistance, please contact the Office of State Procurement via telephone number 225-342-8010 or email vendr_inq@la.gov.

Help scripts regarding vendor registration may be found at the Office of State Procurement at: <https://www.doa.la.gov/pages/osp/vendorcenter/regnhelp/index.aspx>

EQUAL OPPORTUNITY REQUIREMENT

The Department of Transportation and Development is an equal opportunity employer and looks to its contractors, subcontractors, vendors and suppliers to take affirmative action to effect this commitment in its operations. By submitting and signing a bid, the vendor agrees to EEOC compliance and certifies that that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the

Education Amendments of 1972, the Age Discrimination Act of 1975, and to abide by the requirements of the Americans with Disabilities Act of 1990.

Vendors agree not to discriminate in their employment practices and will render services under any contract entered into as a result of the solicitation without regard to race, color, religion, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by a vendor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into.

Vendors further agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

BID NOTIFICATIONS

Vendors interested in viewing solicitations created by DOTD Procurement may do so through the following options:

LaPAC

The Louisiana Procurement and Contract Network is a website that communicates with LaGov to provide vendors with automatic notification, via email, of a solicitation and/or addendum. LaPAC also allows vendors to search for solicitations by department or category, check the status of a solicitation, find award information, review established contracts, etc. The website may be found at the following link:

<https://wwwcfprd.doa.louisiana.gov/osp/lapac/Vendor/VndPubMain.cfm?tab=2>

If you find that your company is not receiving e-mail notifications of solicitations, you may not be enrolled in the correct commodity class or may have an incorrect e-mail address on file. Please be sure your company is registered for all applicable commodity codes your business may be interested in submitting responses on. Be sure the email address(es) on your vendor registration are monitored.

Newspaper

All procurements with an estimated cost of \$25,000 or greater are advertised in the official journal of the State, The Advocate, and a newspaper of general circulation printed in the parish where the goods or services will be delivered. The advertisement will include the title of the bid, bid number, opening date and time. A copy of the solicitation may be obtained by visiting the LaPAC website or by submitting a request to DOTD Procurement; the solicitation number will be required.

**THE HUDSON INITIATIVE
(LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS)
&
THE VETERAN INITIATIVE
(LOUISIANA INITIATIVE FOR VETERAN AND SERVICE-CONNECTED DISABLED
VETERAN-OWNED SMALL ENTREPRENEURSHIPS)**

The Hudson Initiative, La. R.S. 39:2001, and the Veteran Initiative, La. R.S. 39:2171, were established by the legislature to “facilitate the growth and stability of Louisiana’s economy by fostering utilization by state interests of the business offerings available for state procurement and public contracts from Louisiana’s small entrepreneurs” and “Louisiana’s veteran and service-connected disabled veteran-owned small entrepreneurs.” These are goal oriented programs established to encourage state agencies to contract with a program certified business. The programs are facilitated by the Office of State Procurement and all State Departments/Agencies are required to participate.

Executive Order Number JML 24-114, Small Purchase Procedures, states “Louisiana businesses, especially certified small entrepreneurs and certified veteran owned small entrepreneurs should be utilized to the greatest extent possible when soliciting prices.” In order for a business to be considered for solicitation notifications and awards as defined by the Executive Order, they must meet the requirements of La. R.S. 39:2006 and La. R.S. 39:2176 which define a “small entrepreneurship,” a “veteran-owned small entrepreneurship” and a “service-connected disabled veteran-owned small entrepreneurship” as any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity which meets all of the following criteria:

- Independently owned and operated.
- Not dominant in its field of operations, which shall be determined by consideration of the business’ number of employees, volume of business, financial resources, competitive status, and ownership or control of materials, processes, patents, license agreements, facilities and sales territory.
- Is owned by and has officers who are citizens or legal residents of the United States, all of whom are domiciled in Louisiana, and who maintain the principal business office in Louisiana.
- Together with any of its affiliate entities, has fewer than fifty full-time employees with average annual gross receipts not exceeding ten million dollars per year for construction operations and five million dollars per year for non-construction operations, for each of the previous three tax years.

In addition, the business must be certified as one of the preferenced businesses by the Louisiana Department of Economic Development. A list of certified businesses is maintained by the Department of Economic Development and is available at the following website:

<https://smallbiz.louisianaeconomicdevelopment.com/Search/default.aspx>

PROCUREMENT METHODS

The Executive Order states, “In the absence of a good faith business basis, no purchase or procurement shall be artificially divided within a cost center or its equivalent, to avoid the competitive bidding process or the solicitation of competitive bids.” The practice of artificially dividing purchases into installments for the purpose of evading bid laws and established DOTD Procurement and/or Office of State Procurement policies and procedures is expressly prohibited.

SMALL PURCHASES

Small purchases and small purchasing procedures are defined in the Governors Small Purchasing Executive Order.

NON-COMPETITIVE PROCUREMENT

A non-competitive purchase is a purchase made within the dollar threshold established by the Governor’s Small Purchasing Executive Order and requires a minimum of one quote. A purchase of this nature may also be referred to as a Quote or Phone Quote.

REQUEST FOR EMAIL RESPONSE

A competitive solicitation for the procurement of goods and/or services that falls between an estimated value of \$10,000 to \$25,000 will be published to LaPAC as an RFX for a minimum of three days and will state the response should be submitted via e-mail.

REQUEST FOR SEALED RESPONSE

A competitive solicitation for the procurement of goods or services that has an estimated value in excess of \$25,000 will be published LaPAC as an RFX for a minimum of 21 days and will also be advertised, at a minimum, in the official journal of the State, The Advocate. Award is made to the lowest responsive and responsible bidder providing a bid response that meets the requirements of the solicitation’s specification, terms and conditions. Competitive solicitations of the nature require the response to be returned in a sealed envelope. Failure to respond accordingly will result in rejection of the bid submittal.

SOLE SOURCE PURCHASES

Sole Source purchases must meet the requirements of La R.S. 39:1597:

“A contract may be awarded for a required supply, service or major repair without competition when, under regulations, the chief procurement officer or his designee above the level of procurement officer determines in writing that there is only one source for the required supply, service, or major repair item.”

The State of Louisiana does not recognize sales territories. The purchase will be considered Proprietary if the required product or service is available through more than one distributor/supplier within the United States, regardless of designated sales territories or non-compete clauses. Designated sales territories and non-compete clauses are considered

anticompetitive and are defined by the Louisiana Administrative Code, Title 34, Part V, Chapter 23, Section 2311(D) as “Sharing of the Business.”

“Sharing of the business occurs where potential bidders or proposers allocate business among themselves based on the customers or the territory involved. Thus a procurement officer might discover that a potential bidder or proposer is not participating in a state procurement because a particular state agency or particular territory has not been allocated to such bidder or proposer by the producer or manufacturer.”

A purchase is considered to be Sole Source if there are no distributors/suppliers in the United States.

Louisiana Administrative Code, Title 34, Part V, Chapter 9, Section 905 states, in part:

A) Determination

1. The determination as to whether a procurement ... shall be made as a sole source shall be in the best interests of the state.
2. Sole source procurement is permissible only if a requirement is available from a single supplier. A requirement for a particular proprietary item does not justify a sole source procurement if there is more than one potential bidder or proposer for that item. Examples of circumstances which could necessitate sole source procurement are:
 - a. where the compatibility of equipment, accessories, or replacement parts is the paramount consideration;
 - b. where a sole supplier’s item is needed for trial use or testing

Exempt Sole Source Purchases

Exempt Sole Source purchases over \$10,000 for materials, services and supplies that will become a component part of any road, highway, bridge or appurtenance thereto are processed by the DOTD Procurement Office.

Louisiana Administrative Code Title 70, Part XXIII, Chapter 3, Section 321 states, in part:

- A) A sole source procurement is the purchase of a required supply, service, or major repair without competition.
- B) A sole source procurement is permissible only if the required supply, service, or major repair is available from only a single supplier.
- C) A requirement for a particular proprietary item does not justify a sole source procurement if there is more than one potential bidder, supplier or distributor for that item.
- D) Examples of circumstances which could necessitate a sole source procurement:
 1. compatibility of equipment, accessories, or replacement parts is the paramount consideration;
 2. sole supplier’s item is needed for trial use or testing
- E) In cases of reasonable doubt, competitive bids will be solicited.

Non-Exempt Sole Source Purchases

Non-exempt Sole Source purchases between \$10,000 and \$30,000 for materials, services and supplies that will not become a component part of any road, highway, bridge or appurtenance thereto are processed by the DOTD Procurement Office. Non-exempt Sole Source purchases in excess of \$30,000 are reviewed by DOTD Procurement and processed by the Office of State Procurement.

Required Documentation

- 1) *Sole Source Justification Form* – An internal document completed by the requestor.
- 2) *Signed Declaration of Sole Source Letter on Company Letterhead*
 - a. Must be signed by someone in corporate marketing or higher.
 - b. Clearly state the company is the **only known source/sole source** of the product or service and there are no authorized distributors.
 - c. Include a brief explanation of how or why the selected product or service is unique to other similar products or services; what is it that your product or service has or does that one else can.
- 3) *Price Quote on Company Letterhead*
 - a. Must provide a per unit price (as applicable) and an **all-inclusive total**; additional charges/fees outside of the quoted total will not be accepted.
 - b. Cannot include any vendor terms or conditions; the State will **ONLY** agree to Louisiana's terms and conditions.
 - c. Cannot include Louisiana State sales and use taxes; the Department is exempt.
- 4) *Price Verification*
 - a. One of the following must be provided:
 - i. A Published Price List
 - ii. A Signed and Notarized Price List
 1. Must include the price for all items quoted and a statement explaining that the prices listed on the price verification letter are the public prices.

NOTE: The Declaration of Sole Source, Quote and Price Verification may be on one letterhead document; however, the document must be notarized.

PROPRIETARY PURCHASES

Proprietary purchases must meet the requirements of Louisiana Revised Statute 39:1655 (A) (2):

“A. All specifications shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the needs of the state, and shall not be unduly restrictive. A specification may be drafted which describes a product which is proprietary to one company only when the following applies:

(2) There is a requirement for specifying a particular design or make of product due to factors of compatibility, standardization, or maintainability.”

The purchase will be considered Proprietary if the required product or service is available through more than one distributor/supplier.

Louisiana Administrative Code, Title 34, Part V, Chapter 1, Section 109 states in part:

A) Proprietary Specifications

1. *Proprietary Specification* – a specification that cites brand name, model number, or some other designation as permitted by La. R.S. 39:1655, that identifies a specific product to be offered exclusive of others.
2. Use
 - a. Since use of a proprietary specification is restrictive, it may be used only when the chief procurement officer or his designee, or a governmental body delegated authority under La. R.S. 39:1655, makes a written determination that only the identified brand name item or items will satisfy the state’s needs.

It is the Department’s responsibility to seek to identify sources from which a proprietary item can be obtained and to solicit such sources to achieve whatever degree of competition is practicable.

Exempt Proprietary Purchases

Exempt proprietary purchases over \$10,000 for materials and supplies that will become a component part of any road, highway, bridge or appurtenance thereto are processed by the DOTD Procurement Office through a competitive bid process.

Non-Exempt Proprietary Purchases

Non-exempt proprietary purchases between \$10,000 and \$30,000 for materials and supplies that will not become component parts of any road, highway, bridge or appurtenance thereto are processed by the DOTD Procurement Office. Non-exempt proprietary purchases in excess of \$30,000 are reviewed by DOTD Procurement and processed by the Office of State Procurement.

EMERGENCY PURCHASES

Emergencies, by nature, are unexpected circumstances that require swift action to mitigate the loss of life and/or property.

As defined by the Louisiana Administrative Code, an emergency condition as

“a situation which creates a threat to public health, welfare, safety, or public property such as may arise by reason of floods, epidemics, riots, equipment failures, or such other reason as may be proclaimed by the chief procurement officer. The existence of such condition creates an immediate and serious need for supplies, services, major repairs, or professional, personal, consulting or social services that cannot be met through normal procurement methods and the lack of which would seriously threaten:

- 1) the functioning of Louisiana government;
- 2) the preservation or protection of property;
- 3) the health and safety of any person.”

DOTD Procurement and the Office of State Procurement have each established a set of policies and procedures as guided by the Louisiana Administrative Code and Revised Statutes to assist with the procurement of critical materials and/or services during a crisis.

Emergency Purchases Covering Exempt Commodities

In order for an exempt purchase to be declared an emergency without soliciting bids, the emergency must conform to the definition found in La. R.S. 48:207:

- A. When recommended by the chief engineer, the assistant secretaries, or the executive directors of the various offices and divisions of the department and when in the opinion of the secretary the best interest of the state will be served, emergency purchases of commodities, materials, supplies, equipment and miscellany, or purchases or leases of noncompetitive or patented articles, devices, equipment, or commodities may be negotiated and made without requesting bids. However, the essential documents authorizing these purchases or leases shall have written on their face the explicit reasons supporting the necessity for these leases or purchases.
- B. When sections of highway, the component parts thereof, or any facility under the control of the department are damaged, obstructed, or destroyed by storms, floods, collisions, or other occurrences of violence, so as to impede or interrupt the normal use of the highway or facility, the secretary may make, or authorize to be made, without requesting bids, such emergency purchases as are required to temporarily repair the highway or facility until permanent repairs can be made. Such temporary repairs shall be held to the minimum necessary and plans shall immediately be started for the permanent rehabilitation of the highway or facility.

Emergency Purchases Covering Non-Exempt Commodities

In order for a non-exempt purchase to be declared an emergency without soliciting bids, the emergency must conform to the definition found in La. R.S. 39:1598:

- A. Conditions for use. The Chief Procurement Officer or his designee above the level of procurement officer may make or authorize other to make emergency procurement when there exists an imminent threat to the public health, welfare, safety, or public property under emergency conditions as defined in accordance with regulations.

LACARTE PURHASING CARD

The LaCarte Purchasing Card, also referred to as a P-Card, is a Visa card issued by Bank of America for the State of Louisiana to authorized DOTD employees. The card enables employees of DOTD to purchase items within approved limits set by the Department and state policies and procedures with the convenience of a credit card. The P-Card is limited to purchases that do not exceed \$5,000 including shipping, handling and other costs/fees.

All purchases made with a P-Card must follow the Executive Order for Small Purchasing Procedures in effect at the time of purchase. Purchases shall not be split with the intent of and/or the purpose of evading the P-Card single purchase limit set for cardholders.

CONTRACT PURCHASES

The State offers various contracting opportunities through the Office of State Procurement as well as LADOTD Procurement. Contracts created by DOTD Procurement or by OSP on behalf of Department are mandatory for DOTD personnel.

The Office of State Procurement creates various type of contract that are available for use by DOTD and of State agencies. Please see the basic list of type of contracts:

- LaPS Contracts
 - Brand Name Contracts
 - LaMAS Contracts
 - Multi-State Cooperative Contract
- Maintenance, Repair, and Operations Contracts
- Statewide Emergency Contract
- Statewide Term Contracts

Additional details regarding LaPS, MRO, Statewide Emergency and Statewide Term Contracts may be found in the Vendor Guide created by the Office of State Procurement. This manual will only cover basic information regarding the usage of OSP contracts by the Department.

PROFESSIONAL, PERSONAL, CONSULTING AND SOCIAL SERVICE CONTRACTS

The DOTD Central Procurement Office is responsible for the procurement of professional, personal, consulting and social services subject to Title 39 for the Department of Transportation and Development.

REQUEST FOR INFORMATION OR REQUEST FOR RESPONSE

The RFI/RFR is typically utilized when the agency desires information regarding a product or service. Prices are not requested in this process and awards are not made. It is not a bid process. It is a process for gathering information only. Once the information is received and reviewed, an RFP may be issued.

RFPs are often mentioned when a “value-added” or “best practice” process is being considered. “Value added” or “best practice” means a process, or practice that brings greater value or enhancement to the overall operation of a particular department or an entire organization that could mean easing the way we perform a function, time or money savings, etc.

REQUEST FOR PROPOSAL

The RFP procurement process is used for highly technical equipment, complex services or when contracting with group purchasing organizations. This method of procurement is used when cost is not the only selection criteria to be used and/or when soliciting solutions to a defined problem when it appears that sealed bidding is not practical or advantageous to the State. The RFP defines requirements, asks suppliers for proposed solutions, defines criteria for evaluation and outlines terms and conditions. Recommendations for award are made by a multi-function selection team who determine which offer is in the best interest of the State based on evaluation criteria defined in the RFP. This process requires a contract with monitoring and reporting.

Vendor Guide

Proposals are publicly opened on the scheduled date/time and only the names of the proposers are revealed to those present, pricing is not revealed at this time.

CONTRACTS AND CONTRACT ADMINISTRATION

DOTD Procurement creates contracts for various types of materials and services. This chapter will provide general contract information such as contract periods, renewal process, vendor performance requirements, etc. Service contracts, for the purposes of the chapter, are not in reference to Professional, Personal, Consulting and Social Service Contracts.

MANDATORY CONTRACTS

All contracts created by DOTD Procurement and those created by the Office of State Procurement specifically for DOTD are mandatory use contracts for DOTD personnel.

CONTRACT PERIODS

Standard Term Contract

Typically, standard contracts are in effect for an initial 12 month period and will have two additional 12 month renewal options available. DOTD contracts cannot exceed 36 months.

Contract with Market Volatile Materials

Contracts of this nature are established for materials that have a high rate of price volatility such as aggregates. These contracts are available for six month periods and do not offer a renewal option.

Sole Source Contracts

Sole Source contracts are established for 12 month periods and do not carry a renewal option.

CONTRACTOR GUARANTEE AND LIABILITY

The Department of Transportation and Development requires that all contractors submit to 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 change or substitutions have been made in the items listed in the contract.
- 3) Guarantee that the contractor holds and saves the Department of Transportation and Development, its officers, agents and employees harmless from liability of any kind, including cost and expenses on account of any patented or non-patented invention, articles, devices or appliances manufactured or used in the performance of any DOTD contract, including use by the government.
- 4) Guarantee to replace free of charge all defective equipment, materials or supplies delivered under the contract. All transportation charges covering return and replacement shall be paid by the contractor.

CONTRACT RENEWALS

Most, but not all, contracts will have a renewal option(s). Renewals must be agreed upon by both the Department and the Contractor. Renewals are not required nor guaranteed.

Approximately three months prior to a contract's expiration date, DOTD Procurement will contact the primary user(s) to ask if they would like to renew. If the primary user(s) request renewal, DOTD Procurement will proceed with a contract evaluation. The evaluation will include such reviews as contract usage, increases or decreases in cost over the past year, vendor performance, etc.

If the contract is deemed viable for renewal, DOTD Procurement will contact the Contractor, in form of a formal letter, to request agreement to renew at the same prices, terms, and conditions as the original contract. If the Contractor agrees, the contract will be updated as applicable and a signed copy will be provided to the primary user(s) and the Contractor.

In most cases, the primary user(s) will agree to a renewal. Some reasons they may not wish to renew a contract may include:

- The product or service is no longer needed on a contractual basis.
- Specifications or requirements have changed.
- The services are now covered by in house forces.
- There have been issues over the past year with the Contractor.

As well, in most cases, Contractors do agree to renew their contract for the additional 12 month period. However, there are circumstances where the Contractors may opt out of the renewal option. Some examples may include:

- Material costs have increased and the contract is no longer a to the company.
- The product is no longer in production and therefore the company can no longer meet their obligations.
- The contractor does not have enough employees to continue to fulfil the requirements of the contract.

CONTRACT TERMINATION/CANCELLATION

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

In accordance with Louisiana Administrative Code Title 70, Part XXIII, Section 443, the Department reserves the right to terminate any contract prior to the end of the contract period upon a 10 day written notice to the contractor for any of the following reasons:

1. Failure to deliver within the time specified in the contract
2. Failure of the product or service to meet specifications
3. Failure to conform to sample quality
4. Failure to be delivered in good condition
5. Unsatisfactory performance
6. Unsatisfactory delivery
7. Unsatisfactory service
8. Misrepresentation by the contractor
9. Fraud
10. Collusion
11. Conspiracy or other unlawful means of obtaining contract

12. Conflict of contract provisions with constitutional or statutory provisions of state or federal law
13. Breach of Contract
14. If termination is in the best interest of the Department

The contractor may request cancellation of a contract upon giving 30 days written notice to the DOTD Procurement Director. Reasons for request may include an increase in price or lack of product availability. The DOTD Procurement Director will make a determination as to whether the request will be granted.

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

COOPERATIVE PURCHASE AGREEMENT

Vendors that accept a Cooperative Purchase Agreement understand and agree that deliveries to other State Agencies, Political Subdivisions or Quasi Agencies will be on a statewide basis. Conditions contrary to the terms and conditions of the Cooperative Purchase Agreement will not be accepted.

PURCHASE ORDERS

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

CONTRACT TYPES AVAILABLE TO DOTD

Service Contracts

Services contracts are defined as the furnishing of labor, time, or effort by a contractor whose primary purpose is to perform an identifiable task, such as janitorial services or grounds maintenance, rather than to furnish an end item of supply. This does not include contracts for labor and materials. Labor and material contracts to perform maintenance, repairs, renovation, upgrades, or preservation of on-system roads, bridges, and other DOTD facilities are processed via a Letter Bid. Letter Bids are not processed through DOTD Procurement.

Services contracts that will not exceed \$30,000 are processed by DOTD Procurement. Service contracts that will exceed \$30,000 are processed by OSP on behalf of DOTD.

Whenever work is to be performed at a DOTD owned property or facility, the contractor is required to carry public liability, auto and worker compensation insurance for the duration of the contract period as defined by the Louisiana Insurance requirements.

Material Contracts

There are many factors considered prior to creating a material contract; however, material contracts are typically established through the competitive bid process and cover products with a higher volume of use by the Department. Additional factors that are considered are price, delivery, evaluation time, complexity of the material, etc. Depending on the need, material contracts may

be established by DOTD Procurement for multiple delivery locations through the State, some may include only one central delivery site, and others may be established for or DOTD pick-up.

Quantities provided on the solicitation are estimated to be the amount needed by the Department. No quantities are guaranteed, only actual quantities as required during the contract period will be ordered. Contractors must supply actual quantities ordered, whether the total quantity is more or less than the estimate shown on the bid document.

Maintenance, Repair, & Operations Contracts

MRO contracts are non-exclusive, multi-state, NASPO ValuePoint convenience contracts that are entered into by the Office of State Procurement for the purchase of tools and hardware. Contract users must follow LaPS contract rules. Additionally, DOTD Procurement has detailed restrictions that apply to use of MRO contracts.

DOTD contracts take precedence over MRO contracts. Items available on a DOTD contract cannot be purchased from an MRO contract. Items that are on a numbered specification may not be ordered from an MRO contract unless the purchase is for the exact brand and model specified.

The following is a list of items, specific to DOTD that cannot be purchased from an MRO Contract. The list is not all encompassing. The excluded items either have a specification, are available on a Mandatory DOTD or Statewide Contract, or are part of an EDSM directive and are thereby restricted.

- Filters
 - Air, Fuel, Hydraulic, Oil, Water, Etc.
- Fluid
 - Hydraulic, Tractor, Transmission, Etc.
- General Exclusions
 - Clothing, Emergency Items, Herbicides, Insecticides, and Pesticides, IT Purchases, Office Furniture and Office Supplies, and Reflective Sheeting
- Paint
 - Bridge Coatings, Marine Enamel, Traffic Marking, Water Borne Traffic Paint, Etc.
- Oils and Greases
 - Engine, Gear, Hydraulic, Marine Diesel, Multi-purpose for Ferries and Movable Bridge, Wheel Bearing, Etc.
- Safety Products
 - Barricades, Beacons, Buoys, Drinking Water, Ear Protection, Emergency Response Supplies, Face Shields, Fire Extinguishers, First Aid Kits and Supplies, Flags, Flares, Gas Monitors, Hard Hats, Hydration Packs, Life Preservers, Rainwear, Respirators, Rubber Boots, Safety Harnesses, Safety Vests, Sport Drinks, Traffic Cones, Warning Lights, Etc.

Statewide Emergency Contingency Contracts

The Office of State Procurement establishes a wide range of Emergency Contracts ranging from bottled water and bagged ice to traffic cones and light towers. These contracts may only be accessed during or in response to a State or Federally declared emergency.

LaPS Contracts

Louisiana Pricing Schedule contracts, most often referred to as LaPS contracts, are contracts that were established as Brand Name, LaMAS or Multi-State contracts. In accordance with Louisiana Administrative Code 34:V.1709, agencies are to shop and compare products on these contracts if there are LaPS contracts that exist for the same or similar item(s). The rules require that agencies prepare a Request for Responses and submit to at least three LaPS contract holders, whenever available, offering functionally equivalent products and/or services that will meet their needs. RFRs are to be evaluated based on their criteria for a best value determination.

Brand Name Contracts

Brand Name contracts are non-mandatory contracts established by the Office of State Procurement for a particular commodity type or types by specific name, ex. Dell, Goodyear Tires, Hon Furniture, etc. They are usually developed because the particular item(s) cannot be competitively bid and meet the needs of the agencies, item(s) cannot be objectively evaluated using a competitive specification, or expertise is not available to develop a competitive specification. The Department does not back the use of brand name contracts.

LaMAS Contracts

Louisiana Multiple Award Schedule contracts are established by the Office of State Procurement based on prices no higher than GSA prices and will only be considered when State Procurement determines that the commodity is open for consideration because there are no existing statewide competitive contracts for the commodity and there is a valid business case.

Multi-State Cooperative Contract

Multi-State Cooperative contracts that have been competitively solicited by the Office of State Procurement, a public procurement unit or external procurement activity utilizing a process that substantially complies with Louisiana's Request for Proposals process, and may be offered for use to State, local governmental and federal entities inside or outside of Louisiana.

SPECIFICATIONS

It is the policy of the Department that specifications shall permit maximum practicable competition. La. R.S. 39:1655 states in part, “all specifications shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the needs of the state, and shall not be unduly restrictive.” Unless no other method of description will suffice, all specifications shall be written in such a manner as to describe the requirements to be met, without having the effect of exclusively requiring a proprietary supply, service or major repair item, or procurement from a sole source.

TYPES OF SPECIFICATIONS

The Department uses multiple types of specifications in order to purchase materials, supplies, equipment, services and repairs. In general, specifications fall into one of the following categories:

- Dated Specifications
- DOTD Specifications
- Equipment Specifications
- Louisiana Standard Specifications for Roads and Bridges
- Maintenance Specifications
- Traffic Control Standards
- Unnumbered Equipment Specifications

Dated Specifications

Dated Specifications are created by the requestor, with assistance from DOTD Procurement, for materials, supplies, or services that will not go into inventory but have specific requirements to meet the need. Specifications of this type will cover commodities that are not purchased on a consistent basis or services that require detailed instruction. Some examples include commodities such as ice machines, laboratory equipment, generator maintenance, microfilming services, flatbed roller applicators, etc.

DOTD Specifications

DOTD Specifications are used for the purchase of generic and/or commonly used supplies that have multiple manufacturers and suppliers. These items will usually go into inventory, are typically used Department wide, and are interchangeable and not brand or model specific. These specifications may reference a brand and model number; however, this will only be for the purpose of describing a standard of quality, performance, and/or characteristics desired, not for the purpose of being restrictive. DOTD Specifications cover commodities such as safety supplies, laboratory equipment, tools, uniforms, herbicides, uniforms, hardware, etc.

Equipment Specifications

EQ Specifications are created by the DOTD Equipment Engineer for the purchase of heavy equipment for use in the repair and maintenance of state roads and bridges. Equipment specifications are highly technical. They are assigned a series number and an equipment number based off the equipment description and type. These specifications are designed in such a manner as they may be used to purchase critical equipment repeatedly for the Department. Equipment covered by these specifications includes bull dozers, fork lifts, spreaders, backhoes, large mowing machines, trailers, etc.

Louisiana Standard Specifications for Roads and Bridges

The Louisiana Standard Specifications for Roads and Bridges is a published book of specifications created by DOTD Engineers for the construction and maintenance of state roads and bridges. It covers multiple categories from site preparation to the type of asphalt or cement that may be used during a project or repair.

Materials purchased for the maintenance of roads and bridges that may go into inventory, must meet the requirements as set forth in the applicable section(s) of the book and are subject to amendments of the specification(s). Amendments are referred to as supplemental specifications. Supplemental specifications, as necessary, will become Maintenance Specifications.

Maintenance Specifications

Maintenance Specifications are created by the Roadway Maintenance Management Engineer and must be approved for use and stamped by the Chief Maintenance Engineer. They are used to purchase necessary materials for the repair and maintenance of state roads and bridges and may go into inventory. Some examples of the commodities covered by an MS spec includes sign blanks, asphaltic material, concrete mix, aggregate, traffic paint, salt, oils and greases, reflective sheeting, etc.

Maintenance Specifications are created when the Louisiana Standard Specifications for Roads and Bridges book has a amendment or there is a required material that is not covered by the most recent edition of the Louisiana Standard Specifications for Roads and Bridges.

Traffic Control Standards Specifications

TCS Specifications are created and maintained by the DOTD Traffic Operations section and must be approved for use and stamped by the Statewide Signal Engineer. These specifications are used in the purchase, installation, repair and maintenance of statewide traffic signals. They are highly technical specifications that often require product samples prior to award and training classes post award. Some commodities covered by TCS Specifications include traffic signal heads, LED bulbs, mast arm mounts, beacons, vehicle detection, speed alert signs, etc.

Unnumbered Equipment Specifications

Unnumbered equipment specifications are created by the DOTD Equipment Engineer for the purchase of heavy equipment for use in the repair and maintenance of state roads and bridges. They do not require a series nor an equipment number because they are purchased very infrequently.

BID PREPARATION

PREPARING A RESPONSE

Read the bid in its entirety including all terms, conditions, specifications and attachments.

Questions regarding the bid, unless specifically stated otherwise, should be submitted to the buyer of the solicitation. Contacting the requestor or delivery contract for information regarding a solicitation is strictly prohibited. Contact information for the buyer, including phone number and email address are located in the top right corner of the first page of the bid document.

The States standard form is the RFX. This document will contain all critical information required for submittal including but not limited to submission instructions, item descriptions, quantities requested, specifications, site visit requirements, etc. Each RFX will be assigned a unique 10 digit number that begins with a “3”.

Responses must be submitted on the State’s standard form, filled out in ink or type written, and be signed, in ink, by an authorized person able to bind the company. Bids submitted in the following manner will not be accepted:

- Bids submitted without a signature indicating intent to be bound.
- Bids filled out in pencil.
- Bids not submitted on the State’s standard forms.

The authorized bidder must sign in the space provided the first page of the bid document and include a monitored phone number and an email address if applicable.

The first page of an RFX provides space for the vendor number, company name and address. The company name must be the full accurate name of the company as stated on the vendor registration in LaGov and/or as stated on the company W-9. If your company is active as a DBA, make reference to that affect and include the parent company name.

Space is also available on the first page of the RFX to indicate the number of delivery days after receipt of order and provide any discounts for early payment. Please note DOTD only accepts delivery via F.O.B. destination. Bids submitted with any other delivery method may be rejected.

Awards are made based on the Unit Price submitted. Bid prices must be indicated in the Unit Price column of the solicitation. If the solicitation does not indicated the award will be based on an “all or none” response, then a response is not required for all line items. You may either leave the Unit Price blank or state “no bid” for line items your company does not wish to bid.

Be sure, as applicable, to indicate the brand and model being bid, even if the brand and model you are bidding is same as the approved brand and model stated on the solicitation or specification; space should be provided within the line item text. If space is not available, you may indicate the brand and model for each line item on a separate attachment.

Depending on the type of material being bid, additional information should be provided with the submittal. Additional information may include listing of the product code from an AML, size of the product being bid, etc.

COMMON MISTAKES TO AVOID

The most common mistakes made when preparing a bid are listed below.

- Returning a response without a signature.
- Entering a price in the extended unit price column and not in the unit price column.
- Submitting a bid after the bid opening deadline.
- Failing to respond to all requirements.
- Mailing the response to the delivery address instead of the DOTD Procurement Office.
- Failing to put the RFX number and bid opening date on the outside of the bid envelope.
- Emailing a sealed bid response.
- Using the wrong company name and/or vendor number.
- Conditioning your bid by way of changing the quantity, delivery point, packaging method, taking exception to the terms and conditions of the bid, etc.
- Failing to visit the jobsite when required.
- Submitting a response on a form other than the State's standard form.

PRICES

Unless otherwise specified in the solicitation, bid prices must be complete, including transportation prepaid by the bidder to the delivery destination, packaging, installation, etc., and firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period. Bids containing delivery terms other than FOB Destination may be rejected. No additional fees are allowed outside of the unit price submitted.

In order to be considered for award, prices bid should be submitted in the correct unit of measure shown. Responses submitted in any other unit of measure may not be considered.

Prices must be in U.S. Dollars and must not exceed two (2) digits to the right of the decimal point. Unit prices submitted beyond two (2) digits will be rounded off to the nearest second digit. Corrections, erasures, or any clarifications of the pricing information must be initialed by the person signing the bid.

LITERATURE

All bidders should furnish descriptive literature with bid. Failure to provide documentation as requested may cause your bid to be rejected.

TAXES

The Department of Transportation and Development is exempt from all state and local sales and use taxes. Vendors are responsible for including all applicable taxes in the bid price.

DISCOUNTS

Space is provided on the first page of the solicitation for any discounts that may be offered with regards to early payment.

Discounts will be considered in determining low bidder on one-time purchases or definite quantity purchases if the discount is at least 1% for a minimum of 30 days. Discounts for less than 30 days or less than 1% will be accepted, but will not be considered in determining awards.

Discounts will not be considered in determining low bidder on term contracts or indefinite quantity purchases; they will be taken but will not be a determining factor in the bid evaluation.

NEW PRODUCTS

Unless specifically called for in the invitation to bid, all products bid must be new, never previously used and the current model and/or packaging. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified.

SPECIFICATIONS

Specifications are used to describe the physical, functional, or performance characteristics of a supply, service or major repair item. Specifications will include, as appropriate, requirements for inspecting, testing or preparing a supply, service or item for delivery. Specs serve as a basis for obtaining a supply, service, or major repair item adequate and suitable for the needs of the department in a cost effective manner. Unless specified on the bid document or specification that the purchase is proprietary, when a manufacturer's name, trade name, brand name, catalog numbers or equal is used for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

WARRANTY

Unless otherwise stated or defined in the solicitation, products bid shall come complete with a standard manufacturer's warranty.

APPROVED MATERIALS LIST

The Approved Materials List is a list of approved brands and models that have been evaluated and/or tested by the Materials and Testing department of DOTD and found to be acceptable products for use by the Department. Evaluation and testing is performed the DOTD Materials and Testing Laboratory. Materials on the lists have not been competitively bid. If a solicitation references an AML, then only the products list on the AML may be purchased. Inclusion of a product on the Approved Materials List is not a blanket approval for the use of that product in a Department project, as all products are still subject to all other solicitation requirements.

The AML was developed to list materials that may require extensive sampling and testing, source audits, performance evaluation, in-service evaluation, long-term testing, etc. The AML provides for a thorough evaluation to indicate that a source is capable of producing a material conforming to DOTD specifications. After the initial evaluation and placement on the AML, only limited testing and/or certification are usually required to verify continued conformance to specifications.

ESTIMATED ANNUAL USAGE

Contract solicitation for materials will typically provide an estimated annual usage quantity based on either potential future project or prior contract usage. No specific quantities are given or guaranteed on a solicitation. Only actual quantities as required by the Department during the contract period will be ordered.

The Contractor must supply actual quantities ordered, whether the total of such quantities are more or less than the estimated quantities shown on the solicitation. The Department reserves the right to increase or decrease quantities at the same unit prices, terms and conditions stated in the bid for the life of the contract.

Bids specifying a minimum delivery/order quantity will not be considered for award.

QUESTION AND INQUIRY PERIOD

All questions related to a solicitation must be directed to the buyer noted on the bid document.

The Department reasonably expects responsible and interested bidders to conduct their in-depth review and submit inquiries in a timely manner. All inquiries must be submitted in writing by an authorized representative of the bidder and must clearly reference the section to which the inquiry pertains. As applicable, an addendum may be published in response to an inquiry.

No decisions or actions shall be executed by any bidder as a result of any oral discussions with any Department employee.

PRE-BID CONFERENCES

If the solicitation includes a Mandatory Bidder's Conference, all interested bidders must attend. Failure to attend a required pre-bid conference will result in rejection of your bid.

Bids requiring the conference will include information the time, date and location of the meeting. Bidder's must come prepared to ask for clarification or other critical question pertaining to the solicitation. If needed, an addendum may be published after the meeting.

ADDENDA

Addendums are formal written changes or alterations to a published solicitation to provide additional information, clarification, and/or details to the solicitation. They are made available to all potential bidders a minimum of four days prior to bid opening. Addendums cannot be made to a solicitation within three working days of a bid opening. Should an addendum be required within three days, excluding weekends and holidays, the bid opening date will extended one week.

The addendum will clearly state the alterations/clarifications made and whether the response must be returned on the addendum form. If the response must be returned on the addendum form and the bidder has already responded to the solicitation, the bidder must send in a new response

on the proper form. The original response will not be considered. If the bidder has supplied a response prior to the addendum, but the addendum form is not required nor does the addendum change the original response, the bidder is not required to resubmit a new response. A new response would only need to be submitted in this circumstance if the addendum changes how the bidder originally submitted their bid.

NOTE: Always contact the buyer on the solicitation for clarification if you are unsure how to respond with an addendum.

JOBSITE VISITS

All jobsite visits, whether mandatory or non-mandatory, must be completed prior to bid opening date and time.

Non-Mandatory

Non-mandatory jobsite visit are not required but highly recommended in order to familiarize your company with the location where a service will be performed and made an informed bid response. Although a non-mandatory visit is not required should the bidder choose to view the location(s), they must contact the Department point of contact listed on the solicitation to schedule an appointment.

Mandatory

Mandatory jobsite visits require potential bidders to perform a visual review of the location(s) where work is to be performed. Bidders must contact the DOTD point of contact listed on the solicitation and/or jobsite certificate to schedule an appointment.

The bidder or authorized representative and DOTD POC or their designee should sign this certificate after the jobsite inspection has completed. In lieu of a signed certificate, the DOTD POC may provide a signed letter or email stating that the vendor did visit the jobsite. Letter or email must include the date of inspection, company name, and the name of the person present at the inspection.

NOTE: Certification, letter or email from the DOTD POC should be submitted **by the bidder** with the bid response and must be supplied to the DOTD Procurement Office within five (5) days of request. Failure to supply the required documentation will cause the vendor's bid to be rejected.

COOPERATIVE PURCHASE AGREEMENT

Pursuant to La. R.S. 39:1702, other public procurement units may be permitted to purchase from contracts administered by the DOTD Procurement Office. The contractor may, at its option, when responding to a solicitation, elect to state that his proposal will not apply to other public procurement units should he receive a contract award. A vendor's willingness or denial to participate in cooperative purchasing does not affect their status with the Department.

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.

Failure to mark "no" on the Cooperative Purchase Agreement form will constitute acceptance of the agreement. Conditions contrary to the terms and conditions of the Cooperative Purchase Agreement will not be accepted.

PREFERENCE

Louisiana and US preference laws are applied to solicitations over \$5,000 for both exempt and non-exempt material purchases except for those items listed below as exemptions from LA preference. Preference cannot be applied to service type bids.

In order for preference to be considered, bidder **MUST** complete the applicable preference form in its entirety and provide it prior to bid opening. Preference submitted on any other document or after the bid opening will not be considered.

Louisiana Preference – 10%

In accordance with the provisions of La. R.S. 39:1604(H) & (I), each procurement officer, purchasing agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provision of this Chapter may purchase such materials, supplies, products, provisions, or equipment which are produced, manufactured or assembled in Louisiana, as defined below, 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, processed, produced, or assembled outside the state by more than 10 percent.
2. The vendor of such Louisiana 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 Louisiana items which are within 10 percent of the lowest bid, the bidder offering the lowest bid on Louisiana items is entitled to accept the price of the lowest bid made on such items.

Louisiana preference shall apply only to bidders whose Louisiana workforce is comprised of a minimum of fifty percent Louisiana residents.

For the purposes of this preference, in accordance with La. R.S. 38:2251(A) the following definitions shall apply:

1. "Assembled" means the process of putting together all component parts of an item of equipment by the manufacturer when the assembly plant is located within the territorial borders of the state of Louisiana. "Assembled shall not mean the process of reassembling parts packed for shipping purposes.
2. "Louisiana products" means products which are manufactured, processed, produced or assembled in Louisiana.
3. "Manufactured" means the process of making a product suitable for use from raw materials by hand or by machinery. "Manufactured" shall not mean the process of assembling component parts.
4. "Processed" means the alteration of any raw product altered from its original state to enhance its value or render it suitable for further refinement or marketing.

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5. “Produced” means the process of manufacturing, planting cultivating, growing, or harvesting.

If claiming LA Preference, you will be required to indicate provide a response to the following:

1. Does your company’s workforce consist of a minimum of 50% Louisiana residents?
2. Specify the line item(s) you are claiming preference on.
3. Specify the location(s) within Louisiana where the product(s) is produced, manufactured, or assembled.

US Preference – 5%

In accordance with the provision of La. R.S. 39:1604.7, in the event a contract is not entered into for products purchased under the provisions of La. R.S. 39:1604, 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.

The following definitions shall apply to US 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.

If claiming US Preference, you will be required to indicate provide a response to the following:

1. Specify the line item(s) you are claiming preference on.
2. Specify the location(s) within the U.S. where the product(s) is produced, manufactured, or assembled.

BID RESPONSE

BID SUBMITTAL

The Department is currently not accepting bids via the Vendor Portal. Bids must be returned to the Department in the manner indicated on the bid document.

E-MAIL BIDS

Bids published by DOTD for materials or services that have an estimated value of less than \$25,000 may be returned via email to address noted on the bid document. Please be sure the RFX number and/or bid description is stated in the subject line of the e-mail. If the RFX and/or description is not noted in the subject line of the correspondence, your bid may not be considered for award.

SEALED BIDS

Bids published by DOTD for materials or services that have an estimated value in excess of \$25,000 must be returned to the DOTD Procurement Office in a sealed envelope. Sealed bids will not be accepted via fax or e-mail. The outside of the envelope must be clearly marked with the complete address for DOTD Procurement, the RFX number and the bid opening date as indicated below. Omission of this information could delay delivery of your bid and/or rejection if the submittal is received after the opening deadline.

NOTE: All sealed bids open at 10:00 a.m. Central Standard Time (CST).

Bid documents may be delivered to DOTD Headquarters in downtown Baton Rouge, LA by either hand delivery, courier service or the US Postal Service. Bidders are hereby advised that delivery directly to the DOTD Procurement Office is not allowed.

Hand Delivery

For delivery by **Hand** to the DOTD Headquarters use the following address:

DOTD Procurement Office, Headquarters Administration

4th Floor East Wing S-447

1201 Capitol Access Road

Baton Rouge, LA 70802

RFX No.: _____

Bid Opening Date: _____

Delivery person must, per Department policy, enter on the first floor of the main wing of the DOTD Headquarters building and speak with the guard on duty. Tell the guard you are here to drop off a bid response to the DOTD Procurement Office. The officer will contact Procurement and staff member will meet you in the lobby to retrieve the envelope. Please allow time to complete this process when visiting.

Courier Service Delivery

For delivery by **COURIER SERVICE** to the DOTD Headquarters use the following address:

DOTD Procurement Office, Headquarters Administration
4th Floor East Wing S-447
1201 Capitol Access Road
Baton Rouge, LA 70802
RFx No.: _____
Bid Opening Date: _____

Courier services typically bring the envelope directly to the Department mailroom. Mailroom staff then notify our office of receipt. Bidders are solely responsible for ensuring that the courier service provider makes inside deliveries to our physical location.

U.S. Postal Delivery Service

For delivery by **US POSTAL SERVICE** to our P.O. Box please use the following address:

DOTD Procurement Office, Headquarters Administration
4th Floor East Wing S-447
P.O. Box 94245
Baton Rouge, LA 70804-9245
RFx No.: _____
Bid Opening Date: _____

Bidders are hereby advised that the U.S. Postal Service does not make deliveries to our physical location. Bids mailed through the U.S. Postal Service are received at the Baton Rouge Main Post Office. They are then picked up by the Division of Administration, then routed to the DOTD mailroom, then to the DOTD Procurement Office; therefore, extra delivery time is needed when using this method of delivery.

BID OPENING

Bids **MUST** be received before the date and time set for receiving bid submissions as noted on the RFx. 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 their bid documents. Failure to meet the bid opening date and time shall result in rejection of the bid.

Bidders may attend bid openings, but no information or opinions concerning the ultimate contract awards will be given at the bid opening or during the evaluation process. Prices will not be revealed on Request for Proposals at the proposal opening.

POSTPONED BID OPENINGS

In the event a bid is scheduled to open on a day that is a federal holiday, or if the Governor, by proclamation, creates an unscheduled holiday, or for any cause that creates a non-working day,

the bid that was scheduled will open on the next working day at the same address and time specified in the bid document.

SPECIAL ACCOMMODATIONS

Any “qualified individual with a disability” as defined by the Americans with Disabilities Act who wishes to attend a scheduled meeting or has submitted a bid and desires to attend the bid opening, must notify this office in writing, not later than seven days prior to the meeting or bid opening date, of their need for special accommodations. If the request cannot be reasonably accommodated, the individual will be informed prior to the meeting or bid opening.

WITHDRAWAL OF A BID RESPONSE

Bidders must submit a written request to withdraw a bid, whether in part or in full, prior to the bid opening date and time.

LATE BIDS

Late bids will not be accepted regardless of the circumstances. Sealed bids received after the opening deadline will be returned to the bidder. The DOTD Central Procurement Office is **NOT** responsible for any delays caused by the bidders chosen means of delivery. Bidder is solely responsible for the timely delivery of bids. Failure to meet the bid opening date and time will result in rejection of the bid.

NO BIDS

It is not necessary to return “no bids”. A company will not be removed from the Office of State Procurement’s bid list and a company’s bidder status will not be adversely affected.

MODIFICATIONS TO A SUBMITTED RESPONSE

E-mail bids may be modified by written notice to the address designated on the solicitation. Modifications must be received prior to the scheduled bid opening date and time.

Sealed bids may only be modified if the modification is received in writing prior to the scheduled bid opening date and time. Modifications will not be accepted via fax or email for sealed bids.

AWARD INFORMATION

Award results are not available the day of the bid opening. Bids are tabulated in our automated purchasing system prior to release to the purchasing officer for evaluation. Depending on workloads, the tabulation process may take several days.

Tabulations are not given over the telephone. Award information including successful vendor and their award total is posted on our website in LaPAC. Successful vendors are notified in the form of a purchase order.

INSPECTION OF BIDS OR REQUEST FOR PROPOSALS

Bids may be examined within 72 hours after request. RFP responses may be examined after the “Notice of Intent to Award” has been issued. Proposers on RFPs may be debriefed after the Notice of Intent to Award has been issued. It is suggested that you call prior to your visit to review the file. Information pertaining to completed files may be obtained by visiting the Office of State Procurement during normal working hours.

CONFLICT RESOLUTION

Any person who is aggrieved in connection with the solicitation or award of a contract may protest to the chief procurement officer. Protests with respect to a solicitation shall be submitted in writing at least two days prior to the opening of bids. Protests with respect to the award of a contract shall be submitted in writing within 14 days after contract award.

CANCELLATION OF SOLICITATION

A solicitation may be canceled in whole or in part when it is determined to be in the best interests of the Department for reasons that may include but are not limited to the following:

- 1) The Department no longer requires the supplies, services, or major repairs;
- 2) Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable;
- 3) Ambiguous or otherwise inadequate specifications were part of the solicitation;
- 4) The solicitation did not provide for consideration of all factors of significant cost to the state;
- 5) Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
- 6) All otherwise acceptable bids received are at unreasonable prices;
- 7) There is reason to believe that the bids or proposals may not have been independently calculated in open competition, may have been collusive, or may have been submitted in bad faith.

When a bid is canceled, a notice of cancellation will be sent to all solicited bidders with a brief explanation of why the solicitation was canceled.

EVALUATION AND AWARD

GENERAL EVALUATION AND AWARD PROCESS FOR COMPETITIVE BIDS

After a competitive bid has opened, the buyer will tabulate the responses and then evaluate the responses, beginning with the apparent low bidder, for compliance with the terms and conditions and the specifications contained in the solicitation. In order to conduct a fair, objective and equitable evaluation, the buyer review the response and may require additional information from the bidder including but not limited to descriptive literature, samples, certifications, etc. If the low bidder does not meet the requirements of the solicitation, then the buyer will move on to the next response and begin the evaluation process again.

Responses are only evaluated based on the criteria set forth in the solicitation. Bids will not be evaluated for any requirements or criteria that are not disclosed in the solicitation.

The Department 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.

Awards will not be made to a bidder submitting a higher quality item than that required by the solicitation unless the bid is also the lowest bid meeting specifications.

NOTE: There shall be no negotiation with any bidder.

Competitive bids are awarded to the lowest responsive and responsible bidder(s) whose bid meets the requirements and criteria set forth in the solicitation.

The State does not consider the following in evaluating bids:

- Assistance in developing specifications or other advisory services a vendor provides. Although such assistance is appreciated, there can be no preferential treatment for these services.
- Cash discounts for early payment.
- Equipment a vendor installs on a free trial basis.

RESPONSIVE BIDDER

A responsive bidder is a vendor who has submitted a bid that conforms in all substantive respects to the bid, including terms, conditions and the specifications set forth in the solicitation. Some of the responsive indicators are specifications, signing the bid, insurance requirements, delivery time, license requirements, product testing and/or samples.

RESPONSIBLE BIDDER

A responsible bidder is a vendor that has the capability in all respects to fully perform the contract requirements and the integrity and reliability which will assure good faith performance.

Some of the responsible indicators are ability to perform, inventory, staff and technical support, equipment, and prior contracts.

NONRESPONSIVE BIDDER

Examples of a nonresponsive bidder may include, but are not limited to, respondents who fail to sign the bid document, fail to return the bid document and/or required documentation in full, condition their bid by changing the terms and conditions or require an all or none award, they fail to offer a product that meets the specifications, etc.

LITERATURE

Bidders should furnish descriptive literature with the bid response. Additional literature may be requested and must be provided within the time frame given in order for response to be considered.

SAMPLE REQUEST

Samples may be required to properly evaluate a product bid. If required, samples must be furnished at no expense and received at the address shown within the specified number of business days from the date of request. No additional charges will be allowed. Bidder will be notified of the delivery address and required delivery date of the sample. Package must be clearly labeled with the company name, brand name and model number and/or clear description of sample, and solicitation number. Product sample supplied must be the same as product bid inclusive of color, size, packing, required accessories, and any other details or requirements as noted in the solicitation and specifications.

Samples not received by the deadline stated in the request may cause the bidders response to be rejected. Requests for return of samples will be granted at vendor's expense.

Bidder must clearly state if they wish the sample to be returned, provided the same has not been used or made useless through testing. When requested, samples will be returned at bidder's risk and expense.

PREFERENCE

Preference claims are reviewed as part of the evaluation process. The buyer will first review the product bid by the lowest bidder not claiming preference. If the lowest bidder's product does not meet the specifications, the bidder claiming preference will not be asked to lower their price to the price of the product that does not meet the specifications. However, if the lowest bidder's product does meet the specifications, the bidder claiming preference will be offered preference and asked to lower their bid price to that of the lowest bidder's price.

Vendors claiming preference will only be offered the opportunity to lower their price if their bid price falls into the percent window. The window is determined by adding a specified percentage (10% for LA Preference, 5% for US Preference) to the lowest bidder's price. If the claimant's price falls between the lowest bidder's price and the price after the percentage increase, they will be offered the opportunity to lower their price to that of the lowest bidder's response. If the

claimant does not agree to lower their price, the award will be made to the lowest bidder not claiming preference.

In the event multiple vendors claim the same preference and more than one of the claimants falls within the window, only the lowest bidder amongst the claimants will be considered eligible. If the lowest claimant does not agree to lower their price, the offer is not extended to the next lowest claimant; the award will be made to the lowest bidder.

Bidders are only allowed to claim one preference. If a bidder were to claim both LA and US Preference, Louisiana Preference will prevail. If one bidder claims LA Preference and another bidder claims US Preference, the Louisiana Preference will take precedence.

TIE BIDS

A tie bid exists with two (2) or more low responsive bids from responsible bidders that are identical in prices and meet all requirements and criteria set forth in the invitation to bid. Resident businesses shall receive preference over nonresident businesses when there will be no loss or sacrifice or loss of quality. A written determination justifying the manner of award will be made part of the file and will include, but is not limited to, consideration of factors such as resident business, proximity, past performance, delivery, and completeness of bid the bid submittal

MULTI-AWARD

Bids containing more than one item, unless an alternative basis of award is specifically stated in the solicitation, the Department reserves the right to award each item separately or on an all-or-non basis whichever is in the best interest of the State.

CERTIFICATE OF INSURANCE

If required by the solicitation, prior to final award, the apparent low bidder will be required to provide a copy of the Certificate of Insurance that indicates they carry insurance that meets the limits of the insurance requirements of the Louisiana Office of Risk Management. COI must be provided within ten days of request and be supplied by a company licensed to do business in the State of Louisiana.

MISTAKES IN BIDS

Patent errors in bids or errors in bids supported by clear and convincing evidence may be corrected, or bids may be withdrawn, if such correction or withdrawal does not prejudice other bidders, and such actions may be taken only to the extent permitted under the Purchasing Rules and Regulations. A request to withdraw a bid after the bid opening must be made within three business days after bid opening, and supported in writing. If it is determined that the error is patently obvious, then the bid may be withdrawn, and if a bid guaranty was required it shall be returned to the bidder.

REJECTION OF BIDS

Solicitations may be cancelled in whole or in part when the chief procurement officer or a head of a purchasing agency determines in writing that such action is in the State's best interest. Some of the reasons are included in Louisiana Administrative Code Title 34, Part V, Section 1307 of the Purchasing Rules and Regulations. When a solicitation is cancelled, a notice of cancellation is sent to all bidders if the amount exceeds the "Small Purchases" Executive Order. The notice of cancellation will explain the reason(s) for the cancellation. If the file is rebid, bidders will be given an opportunity to compete on the rebid.

Bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided. Bids submitted in the following manner will not be accepted:

- 1) Bids containing no signature indicating an intent to be bound;
- 2) A typed name without either a printed or written signature will not be accepted;
- 3) Bids completed in pencil;
- 4) Bids received after the bid opening time;
- 5) Bids not submitted on the Department of Transportation and Development's bid form indicating an intent not to be bound by the Department's special instructions and conditions;
- 6) Bids which contain special conditions and terms which differ from the Department's special instructions and conditions.

Bids may be rejected if the delivery method is anything other than F.O.B. Destination or if the price is not submitted in the unit of measure shown on the bid document.

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

AWARD

Depending on the nature of the bid, an award will be made either in the form of a Purchase Order or a Contract. They are both legally binding documents between the State and the supplier of the goods and/or services.

Purchase Order

The PO authorizes the successful supplier(s) to ship and/or begin service and guarantees payment by the Department for said supply or service. . Purchase Orders Issued by DOTD will begin with a "2". The PO will contain all pertinent information related to the purchase, including but not limited to delivery address, invoice address, accepted delivery days/times, contact information, quantity, product description, unit price, etc.

Contracts

A contract issued by DOTD as an award is not authorization to ship nor begin service. A contract issued by DOTD Procurement will begin with a "44". The document will contain detailed information regarding the contract terms, conditions, specifications, renewal options as applicable, the start and end dates, delivery locations, unit prices, product/service descriptions, etc. The contract user(s) must cut a PO and provide it to the Contractor before any delivery

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and/or service can begin. Contracts issued by the Office of State Procurement on behalf of DOTD may begin with a “2” or a “44”.

GENERAL EVALUATION PROCESS FOR AN RFP

Awards are made on competitive Request for Proposals to the offeror whose proposal conforms to the RFP and will be the most advantageous to the state, considering price and other evaluation factors set forth in the RFP.

DELIVERY AND RECEIPT OF GOODS

Purchase Orders will be issued by Department as an official authorization to ship. The PO will contain all pertinent data necessary for the vendor to make a proper delivery. In no event shall delivery be made without proper authorization to do so.

DELIVERY

Deliveries must be made the address(es)/location(s) shown on the PO in accordance with the requirements of the solicitation and within the time frame stated by the vendor on the bid response. No additional delivery fees or charges allowed.

Vendor should contact the Department delivery contact prior to prior to delivery to ensure someone will be onsite to receive the shipment. The Department is not responsible for delays in delivery if the Department was not contacted prior to delivery.

Deliveries are not accepted on weekends, holidays, those proclaimed and/or declared by the Governor, nor during times of disaster. Exceptions to the delivery during a disaster may be waived if order is in response to an emergency.

INSPECTION AND DAMAGE IN SHIPMENT

All delivery terms are FOB Destination and title to the goods remains with the vendor until accepted by the Department. However, the Department has a responsibility to report any damage immediately to the vendor.

The Department will inspect the materials supplied against the terms, conditions and specifications of the Purchase Order. A note of damage, except damage that is concealed, and/or missing quantities or other issues noted during the inspection shall be noted on the freight bill at the time the shipment is received. Claims of damage or loss incurred during delivery shall be between the vendor and their chosen carrier.

Concealed damage or loss discovered after acceptance of shipment will be reported to the vendor as soon as damaged is realized. Vendor shall immediately provide replacement product for any noted concealed damage or loss.

In cases where the vendor damages are to a small quantity of the order, upon agreement by the Department, the vendor may provide a credit memo in place of supplying replacements.

Any product delivered that does not meet the specifications and/or requirements of the solicitation may be returned to the vendor at the vendor's expense. If returned, the vendor must replace the improper product with acceptable materials or they may be considered in default.

PACKAGING AND DOCUMENTATION

Materials must be packaged in accordance with the requirements of the solicitation. Shipments must include a packing slip and be externally labeled, at a minimum, with the PO number and/or contract number, product description and/or brand and model or product code. Certain materials

that are ordered by the Department will require additional labeling such as manufacturing date, weight of package, etc.

TESTING

Some materials will require testing prior to final acceptance. Testing, if applicable, will be processed in accordance with the Material Sampling Manual or other applicable method.

NEW MATERIALS

All products supplied must be new, never previously used products unless specifically stated in the solicitation documents. No remanufactured, demonstrator, used or irregular products will be accepted.

LATE/DELAYED DELIVERY

Any request for extension of delivery or completion time must be provided by the vendor in writing to the DOTD Procurement office. The DOTD Procurement Director will be final decision as to whether the delay is accepted or rejected. This decision shall only apply to delayed order or service only.

INVOICING AND PURCHASE ORDER PAYMENTS

INVOICES

The vendor shall bill the Department by means of an invoice directly to the address noted on the Purchase Order. The company name stated on the invoice documentation must be the same as that shown on the PO/vendor number. Invoice must make reference to the Purchase Order Number on which delivery was made. The price noted on the invoice must agree with the Purchase Order price.

The Department will pay invoices after receipt of goods or completion of services provided within the discount period or within 30 calendar days from receipt of valid invoice. If vendor proposes a discount, the discount period will begin after receipt of valid invoice.

PAYMENTS

Payments are not processed by DOTD Procurement. The requesting department receives the invoice and begins the payment process. The final stage is completed by the Financial Services unit of DOTD. Depending on how the vendor has registered, the Financial Services unit will either create a paper check or send payment via EFT.

DOTD strongly encourages vendors to participate in accepting Electronic Funds Transfer payment. EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is the vendor must have an active checking or savings account at a financial institution that can accept Automated Clearing House credit files and remittance information electronically.

The Department does not authorize the advance payment nor advance deposit prior to any delivery or service.

CHANGES AFTER AWARD

Purchase Orders and term contracts are legally binding agreements between the State of Louisiana and the vendor.

CHANGE ORDERS

If allowed by Louisiana law, written change orders may be issued for administrative reasons or to change quantities if the provision was part of the solicitation and the change does not alter the scope of the contract.

CANCELLATION OF PURCHASE ORDER OR TERM CONTRACT

The State has the right to terminate a contract immediately for any of the following reasons:

- Misrepresentation by the contractor;
- Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana;
- Conflict of contract provisions with constitutional or statutory provisions of state or federal law;
- Abusive or belligerent conduct by contractor towards an employee or agent of the State;
- Contractor's intentional violation of the Procurement Code (La. R.S. 39:1551) and its corresponding regulations; or
- Any listed reason for debarment under La. R.S. 39:1672.

The State may terminate the contract for convenience at any time:

- By giving 30 days written notice to the contractor of such termination; or
- By negotiating with the contractor an effective date.

Successful contractor may request cancellation of a contract upon giving 30 days written notice to the DOTD Procurement Director. Reasons for request may include an increase in price or lack of product availability. The DOTD Procurement Director will make a determination as to whether the request will be granted.

The State shall pay contractor for, if applicable:

- Deliverables in progress
- The percentage that has been completed satisfactorily; and
- For transaction-based services up to the date of termination to the extent work has been performed satisfactorily.

The State of Louisiana has the right to terminate the contract for cause by giving 30 days written notice to the contractor of such termination for any of the following no-exclusive reasons:

- Failure to deliver within the time specified in the contract;
- Failure of the product or service to meet the specifications, conform to sample quality or to be delivered in good conditions; or
- Any other breach of contract.

ASSIGNMENT OF CONTRACT

An Assignment of Contract is referred to in LaGov as a Novation and can only affect a contract, not a purchase order. They are used when the awarded vendor of a contract passes the contract and all associated obligations of the contract to another vendor for the remainder of the contractual period. There are multiple reasons why an Assignment of Contract may be required:

- 1) **Assignment of Contract** – Used to transfer responsibility of contracts when a merger/buyout occurs.
- 2) **Multi-Location Assignment of Contract** – Used when the Assignor and the Assignee are in different locations and require the use of more than one Notary Public.
- 3) **Assignment of Proceeds of Contract** – Used to assign payment of a contract to a third party.

In order for a vendor to enact an Assignment of Contract, they must submit to the State, a formal letter, on company letterhead, requesting the assignment and three executed originals of the applicable Assignment of Contract form. The letter should state which contract or contracts are affected by the assignment and must be signed by a person who is authorized to make such a decision for the company, typically the President or CEO. Each executed original Assignment of Contract form must be signed by the Assignor, Assignee, at least one witness and one Notary Public. If the Multi-Location form is being used, then more than one Notary Public is required. If the Assignee is not a registered vendor in LaGov, they will need to register and submit their W-9 in order to complete the assignment in the system.

NOTE: Invoices can only be paid to the company that received the contract award. Payments to Assignees cannot be processed until the Assignment of Contract has been approved and processed in the system. If an invoice is supplied on the Assignees paperwork and the Assignment of Contract has not been processed, you must hold payment until it is complete. The DOTD Central Procurement Office will inform you once the assignment has been complete.

The type of contract, exempt or non-exempt, will dictate which form to be used and who will be notified of the request.

Exempt contracts are established by the DOTD Central Procurement Office for materials and supplies that will become a component part of any road, highway, bridge or appurtenance thereto.

Non-exempt contracts may be established, depending on the total annual cost, by the DOTD Central Procurement Office or the Office of State Procurement on behalf of DOTD for materials

and supplies that will not become a component part of any road, highway, bridge or appurtenance thereto.

CORPORATE NAME CHANGE

A Corporate Name Change is an update to an existing vendor record to enact a name change; it is not a Novation.

While a registered vendor may edit most of their vendor record through their login, they cannot make any changes to company name once it has been entered into the system; a name change requires documentation and approval and can only be processed by the Office of Statewide Reporting and Accounting Policy. In many cases, a name change is fairly direct and does not require additional changes to the vendor record. However, in some cases, a name change will alter the company's reporting requirements, for example changing from an LLC to a CORPORATION. In a case like this, the vendor will be assigned a new tax ID number that will reflect the new company name which will require OSRAP to update the vendor record with the new tax ID number. Each request is reviewed independently by OSRAP and they will notify the vendor if additional documentation or a new vendor record is required.

NOTE: The company name on the vendor record must match the company name on the active tax ID.

VENDOR PERFORMANCE

DEFICIENCY/COMPLAINTS

A receiving district or section may file a complaint against a vendor for problems related to an order or contract with regards to non-delivery, late delivery, damaged or inferior products, failure to deliver the full order as stated on the Purchase Order, packaging issues, failure to meet the specification as bid, etc.

Districts and sections will supply the DOTD Procurement Office with a deficiency/complaint form noting the issues with the order. A DOTD Procurement staff member will contact the vendor in writing to explain the deficiency/complaint and request a written response to remedy the situation. If a response is not received by the time stated in the notification, the vendor may be found in default.

DEFAULT OF CONTRACTOR

Failure to deliver within the timeframe specified in the invitation to bid will constitute a default and may cause cancellation of the PO or contract.

If a vendor is considered to be in default, the Department reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the vendor with costs in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting vendor will be considered.