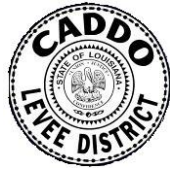


Caddo Levee District (CLD)



Solicitation Form for Commodities

INVITATION FOR BID

(Bid#) 18-002

Contract for Annual Supply of Spray Herbicide Chemicals – 2018 Bid

INDEX OF BID FORMS	Page Numbers
Invitation for Bid (Do not return with bid)	2
Bid Prices/Signature Page (CLD BID FORM #1)	3

NOTE: THE REQUIRED CLD BID FORM #1 LISTED ABOVE MUST BE RETURNED WITH BID. IF ANY OF THE ABOVE CLD BID FORMS ARE OMITTED, THEN YOUR BID MAY NOT BE CONSIDERED OR ACCEPTED.

INDEX OF REFERENCE ITEMS INCLUDED HEREIN

All information listed below **should not** be returned with your bid. It shall remain part of the bid by reference only.

Special Instructions to Bidders	4-7
Felony Conviction Statement	8
Format for the Return Envelope	9
Special Provisions	10

INDEX OF REFERENCE ITEMS NOT INCLUDED HEREIN THAT ARE INCORPORATED BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF SET FORTH IN FULL TEXT. SHOULD ANY OF THESE BE IN CONFLICT WITH THOSE LISTED HEREIN, THE MORE STRINGENT WILL APPLY.

The Felony Conviction Statement must be submitted by the lowest responsive bidder after the Bid opening.

AN INVITATION FOR YOU TO RESPOND WITH A FORMAL SEALED OR ELECTRONIC BID

DATES ADVERTISED:	March 16, 2018 March 23, 2018 March 30, 2018	Date Posted:	March 16, 2018
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DO NOT RETURN THIS PAGE-FAXED OR E-MAILED BIDS NOT ACCEPTED

INVITATION FOR BID Caddo Levee District Phone (318) 221-2654	BIDS MUST BE DELIVERED TO: Caddo Levee District 1320 Grimmatt Drive Or mailed to P. O. Box 78282 Shreveport, LA 71137-8282	OR GO TO BIDS SYNC.COM TO SEND ELECTRONIC BID
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BID MUST BE RECEIVED NOT LATER THAN 9:00 A.M. ON:	April 12, 2018	THEN PUBLICLY OPENED At 10:00 A.M.
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THIS IS NOT AN ORDER	Bid Number	18-002
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BID TITLE: Annual Supply of Spray Herbicide Chemicals - 2018 Bid

PREBID CONFERENCE: N/A

E-MAIL QUESTIONS TO:	caddolevee@bellsouth.net	7 working days before the opening or fax to:	(318) 221-2634
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BID BOND IS NOT REQUIRED.	Estimated Expenditure:	\$	One Time
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Bids received after the time specified for opening cannot be considered for an award.

COMMODITY BIDS

For paper bids, if you do not provide **all of the required CLD Bid Forms** or the information required on the bid forms, then your bid **may** be declared as non-responsive. The bid forms are clearly identified as CLD Bid Form #1, 2 & etc. near the top right of the page. If you have any questions, please (318) 221-2654.

ELECTRONIC BIDS/BID NOTICES

Bid/Proposal notices will no longer be mailed to contractors/vendors. CLD listing of current bids, requests for quotes, and requests for proposals will be posted on BidSync.com. To view the general bid information and **receive bid notices by e-mail**, you will have to register with BidSync. **Registration is free.** Vendors/Contractors (vendors) will now have the option to submit their bids & bid bonds, electronically or by paper copy [R.S. 38-2212(A)(1)(F) and R.S. 2212.1(B)(4)]. If you wish to view/download the entire bid package and submit electronic bids, you may do so for \$100 per year. Vendors/Contractors who decide to submit e-bids will also have to pay an annual fee of \$197 for a digital signature. **It takes about two weeks to get a digital signature.**

Vendors who decide to pay the annual fee to BidSync will be able to submit electronic bids to every agency in the State of Louisiana that signs up with BidSync. Submitting bids electronically can save thousands of dollars in express mail fees, plan fees/deposits, travel, postage, labor, and the cost of paper. To register please go to: <https://www.bidsync.com>. If you need help registering or with training or completing an e-bid, please **call 800-990-9339 (M-F) 8 AM to 7 PM (CST).** Contractors who submit e-bonds will need to pay an annual fee to <http://surety2000.com/> for electronic bid bonds. *If an electronic bid is submitted be sure to provide your state contractors license number when the bid with alternates amounts to \$50,000 or more. To request copies of bids by e-mail, send your request to caddolevee@bellsouth.net.*

CLD reserves the right to reject any or all bids and to waive minor informalities.

BID PRICES/SIGNATURE PAGE
 (RETURN ONE ORIGINAL AND ONE COPY WITH YOUR BID)
CLD BID FORM #1

I agree to furnish all items for the prices as listed below in accordance with all the specifications, terms and conditions listed herein, or with exceptions as listed on the deviation page.

Bid # 18-002 Bid Title: Annual Supply of Spray Herbicide Chemicals - 2018 Bid

ITEMS BELOW MUST BE COMPLETED BY BIDDER					
ITEM #	EST. AMT. (A)	U/M	COMMODITY OR SERVICES	UNIT PRICE (B)	TOTAL PRICE (C)
1	30	Gal	Roundup Pro Concentrate		
2	30	Gal	Roundup Pro Concentrate Generic Equivalent		
3	30	Gal	Rodeo		
4	30	Gal	Rodeo Generic Equivalent		

Estimated Delivery Time is: _____ **after Receipt of Purchase Order.**

Additional units may be purchased by CLD at the same prices listed above until: June 1, 2021.

BID ACCEPTANCE AND DELIVERY (Prices bid must be firm for a minimum of 45 days). In compliance with the Invitation, and subject to all conditions thereof, the bidder offers and agrees, if this bid is accepted within 45 days from date of opening, to furnish any or all items quoted on at prices as set forth after the item and to make delivery F.O.B destination.

LOUISIANA PREFERENCE: In accordance with Louisiana Revised Statutes 39:1595, a preference may be allowed for products manufactured, produced, grown or assembled in Louisiana of equal quality. The Louisiana Preference information here is not a definite requirement because the Louisiana bidder or the bidder who offers a Louisiana product may be entitled to a preference consideration, even when not claimed by the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same items/services, and is in all respects fair and without collusion or fraud. Acting on behalf of the bidder, this is to attest that the undersigned is a duly authorized representative.

BIDDERS NAME/ADDRESS:	NUMBER OF ADDENDA RECEIVED (If NONE-write 0 or N/A or none, etc.):
	N/A OR:
AUTHORIZED SIGNATURE(MANUAL):	AUTHORIZED SIGNATURE(TYPED OR PRINTED):
TITLE:	DATE:
PHONE NUMBER(S)	E-MAIL ADDRESS:

Provide Deviations from terms, conditions, provisions and specifications below & on extra page, if applicable:

SPECIAL INSTRUCTIONS TO BIDDERS FOR COMMODITIES

1.0 BROCHURES

1.1 If specifications or descriptive papers are submitted with bids, enter bidders name thereon.

2.0 SAMPLES

2.1 Sample, when required, must be submitted free of expense, unless otherwise specified in accordance with the conditions and instructions in the body of this bid notice.

3.0 CLARIFICATION/SUBSTITUTION REQUESTS

3.1 Bidders requiring additional information may submit their question(s) in writing to the attention of the Administrator.

3.2 Answers to questions received that would change and/or clarify this solicitation will be provided in writing to all firms that have received the original Invitation for Bid.

3.3 Any inquiry received at least seven (7) or more working days prior to the date fixed for the opening of bids will be given consideration.

3.4 Every interpretation made to a Bidder will be in the form of written Addendum to the contract document and when issued will be on file in the office.

3.5 All such addenda shall become part of the Contract Documents and all Bidders shall be bound by such addenda.

3.6 CLD shall not be legally bound by an addendum or interpretation that is not in writing.

3.7 If the necessity arises to issue an addendum modifying plans and specifications within the seventy-two-hour period (exclusive of holidays, Saturdays and Sundays) before the scheduled bid opening then the opening of bids shall be extended for at least seven but not more than of twenty-one working days. (Louisiana R.S. 38:2212-C-2).

3.8 **It shall be the Bidder's responsibility to make inquiry as to the Addenda issued.**

4.0 DELIVERY ARO

4.1 Show delivery time required after receipt of order (ARO), in appropriate space provided on page three.

5.0 DELIVERY TERMS

5.1 The commodities and/or services must be furnished as described and specified, delivered f.o.b. destination freight prepaid.

5.2 The term f.o.b. destination shall mean delivered and placed as directed.

6.0 QUANTITIES

6.1 Whenever quantities or usages are provided by CLD, these are estimates only.

6.2 No guarantee or warranty is given or implied by CLD as to the total amount that may or may not be purchased from any resulting contracts.

6.3 These quantities are for information only and will be used for tabulation and presentation of the prices offered.

7.0 PRICE CHANGES

7.1 Prices will be firm for the minimum period as specified in the advertisement for Bids.

8.0 AWARD CRITERIA

8.1 The award will be made to the lowest responsible and responsive bidder(s) according to the criteria designated in the Invitation for Bid.

8.2 In addition to price, the Bid Evaluation will include the following factors (as they apply):

8.2.1 The quality of performance/workmanship of previous contracts, services, equipment or products, or references which attest to the specific experiences of others.

8.2.2 The timely completion of previous contracts or services or the timely delivery of past orders, or references which attest to the specific experiences of others.

- 8.2.3 The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.
- 8.2.4 CLD reserves the right to conduct on-site inspections of any bidder's facilities prior to award and the results of said inspection will be considered in determining bidders capabilities of successfully administering to this contract.
- 8.2.5 The ability and availability of the bidder to provide quality and timely maintenance, service, and/or parts.
- 8.2.6 The resale value, life cycle costing (which includes the cost of maintenance) and value analysis.
- 8.2.7 The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the work or products required.
- 8.2.8 Delivery of a product and timely completion of a project as stated by vendor in the bid.
- 8.2.9 Substantial compliance or noncompliance with specifications set forth in the bid.
- 8.2.10 Product or parts inventory capability as it relates to a particular bid.
- 8.2.11 Results of product/equipment testing.
- 8.2.12 Warranty - Terms and Conditions.
- 8.2.13 Adequate capital and credit rating sufficiently to complete all operations under this contract in a satisfactory manner.
- 8.2.14 An efficient office force, with a satisfactory record in expediting delivery of materials to field force and capable of fulfilling proper liaison service with mechanical trades.
- 8.2.15 An adequate and efficient field force, with extensive knowledge of all types of work involved under this contract.
- 8.2.16 A record of amicable relations with labor.
- 8.2.17 An adequate supply of construction equipment in good operating condition.
- 9.0 ALTERNATES
- 9.1 When alternates are requested, CLD reserves the right to select the bid with or without these, whichever will be in the best interest of CLD.
- 10.0 REJECTION
- 10.1 This solicitation does not commit CLD to award a contract, to pay any costs incurred in the preparation of a bid, or to procure or contract for the articles of goods or service.
- 10.2 CLD reserves the right to accept or reject any or all bids received as a result of this request, or to cancel in part or its entirety this bid, if it is in the best interest of CLD to do so.
- 10.3 CLD reserves the right to declare any bid non-responsive in which the delivery/completion time indicated is considered to delay the operation for which the item/work is intended, or due to the noncompliance of the BID SPECIFICATION
- 10.4 In addition, CLD reserves the right to declare any bid non-responsive that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, if such action would be in the best interest CLD.
- 11.0 REJECTION OF LOWEST BID
- 11.1 Substantial negative findings from the Bid Evaluation as listed above, and/or the factors as listed below, may result in the disqualification of the lowest bid, if in the best interest CLD.
- 11.2 Additional purchase of repair/replacement parts for the low bid item, as opposed to an existing inventory of parts for a higher bid item.
- 11.3 Greater service costs for the low bid item.
- 11.4 Longer service time for the low bid item, which would cause longer down time of the item.
- 11.5 Proven reliability of the higher bid item.
- 11.6 Compatibility of the higher bid item with existing equipment.

- 12.0 OPERATIONAL MANUALS
- 12.1 **When bidding on equipment, the successful bidder shall be required to furnish one copy of the operational manual and warranty with each type of unit delivered.**
- 13.0 BRAND NAMES (La. R.S. 38:2212 F- 2)
- 13.1 Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, they are used only to denote the quality standard of the product desired and that they do not restrict bidders to the specific brand, make, manufacturer, or specification named; that they are used only to set forth and convey to prospective bidders the general style, type, character, and quality of the product desired; and that equivalent products will be acceptable.
- 13.2 It shall be the responsibility of the Administrator and the professionally employed architect or engineer to determine what is considered an equivalent product on any and all projects in which they have been legally employed to perform professional services.
- 14.0 PUBLIC INSPECTION OF BIDS (La. R.S. 44:33 et seq./Attorney General=s Opinion No. 95-155)
- 14.1 Bids will be in active use after the opening and therefore will not be available for public inspection until 72 hours after the bid opening (exclusive of Saturdays, Sundays, and legal public holidays- La. R.S. 44:33).
- 15.0 GOVERNING PRICES
- 15.1 UNIT PRICE BIDS-Prices must be firm and unit prices written in figures shall govern over extended prices. Prices bid must be based upon payment in thirty (30) days after delivery and acceptance.
- 15.2 LUMP SUM BIDS (When unit prices are not required)-Prices must be firm and prices written in words shall govern over prices written in figures. Prices bid must be based upon payment in thirty (30) days after delivery and acceptance.
- 16.0 PREFERENCE FOR ITEMS MANUFACTURED IN THE UNITED STATES-R.S. 39:1595.7
- 16.1 In the event a contract is not entered into for products purchased under the provisions of R.S. 39:1595, each procurement officer, purchasing agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provisions of this Chapter may purchase such materials, supplies, products, provisions, or equipment which are manufactured in the United States, and which are equal in quality to other materials, supplies, products, provisions, or equipment, provided that all of the following conditions are met:
- 16.1.1 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.
- 16.1.2 The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.
- 16.1.3 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.
- 16.1.4 The vendor certifies that such items are manufactured in the United States.
- 17.0 COMPLIANCE WITH CIVIL RIGHTS LAWS
- 17.1 By submitting and signing this bid, bidder agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Veterans Readjustment Assistance Act of 1974, Title IX of The Education Amendments of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.
- 18.0 BID ENVELOPE
- 18.1 Outside of the bid envelope to list the Bidders name, address, license number, bid number, project name, opening date/time and the address.

19.0 RECEIPT OF BIDS

19.1 CLD does not receive bids on holidays and weekends.

20.0 PATENT, COPYRIGHT, AND TRADE SECRET INDEMNITY

20.1 Contractor warrants that all materials and/or products produced by Contractor hereunder will not infringe upon or violate any patent, copyright, or trade secret right of any third party. In the event of any such claim by any third party against CLD, CLD shall promptly notify Contractor, and Contractor shall defend such claim, in the CLD's name, but at Contractor's expense, and shall indemnify CLD against any loss, expense, or liability arising out of such claim, whether or not such claim is successful.

END

Appendix 3

Caddo Levee District
FELONY CONVICTION STATEMENT

This document must be furnished by the **lowest responsive bidder** in a separate envelope, or by fax, or e-mail not later than then 10 days after the bid opening. Failure to submit at the specified time may result in the bid being declared as non-responsive. **Do not submit in your bid document.**

Bid Number: _____

By signing this document in accordance with La. R.S. 38:2227, the appearer, as a bidder on the above project, does hereby attest that:

1.0 No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- | | |
|---------------------------------------|-----------------------------------|
| 1.1 Public bribery (R.S. 14:118) | 1.2 Extortion (R.S. 14:66) |
| 1.3 Corrupt influencing (R.S. 14:120) | 1.4 Money laundering (R.S. 14:23) |

2.0 Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- | | |
|---|---|
| 2.1 Theft (R.S. 14:67) | 2.2 Identity Theft (R.S. 14:67.16) |
| 2.3 Theft of a business record (R.S.14:67.20) | 2.4 False accounting (R.S. 14:70) |
| 2.5 Issuing worthless checks (R.S. 14:71) | 2.6 Bank fraud (R.S. 14:71.1) |
| 2.7 Forgery (R.S. 14:72) | 2.8 Contractors; misapplication of payments (R.S. 14:202) |
| 2.9 Malfeasance in office (R.S. 14:134) | |

If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the cost of rebidding, additional costs due to increased cost of bids and any and all delay costs due to the rebid or cancellation of the contract.

And, executes this document as:

Company Name: _____

Address: _____

Phone Number: _____ FAX Number: _____

By: _____
Signature of Authorized Owner or Representative Title Date

Print Name: _____ E-Mail Address: _____

Fax to: 318-221-2634 OR E-Mail to: caddolevee@bellsouth.net

FROM:

License #

PLEASE RUSH TO:

Caddo Levee District
P. O. Box 78282
1320 Grimmatt Drive
SHREVEPORT, LOUISIANA 71137-8282

SEALED BID FOR:

Bid Number:

Project Name:

Opening Date:

**Attention: Use this format on the outside of your container when responding with a paper bid.
We do not accept faxed responses for formal solicitations!**

Special Provisions

- 1.1 **Delivery and Placement:** Spray Chemicals in the quantities specified and requested by CLD should be delivered to 1340 Grimmert Drive. The Supplier (Vendor) shall deliver items requested by CLD within 5 days from the date of notification.
- 1.2 **Scope of Work:** The work should include the furnishing of all Chemicals in the quantiles specified by CLD.
- 1.3 **Reservations:** CLD reserves the right to reject any and all bids for just cause.
- 1.4 **Liability:** Any personal injuries or property damages incurred incidental to loading or unloading shall be the responsibility of the Supplier. The Supplier shall furnish evidence of adequate insurance coverage to hold CLD harmless from any damages on accident claims.
- 1.5 The prices are fixed for 3 years from the date of contract and are not subject to negotiation at the annual renewal of the contract.
- 1.6 The Option to renew the Contract is a maximum of two (2) years.