

**ARTICLE 1**

**GENERAL: DEFINITIONS**

- 1.1 The Bid Documents include the following:
- a. Specification and Bid Documents Cover Sheet
  - b. Advertisement or Solicitation for Bid
  - c. Supplemental Instructions to Bidders
  - d. Instructions to Bidders
  - e. Bid Form
  - f. Bid Bond
  - g. Sample Bid Form
  - h. Sample Contract Between Owner and Contractor and Performance and Payment Bond including Annex A - Affidavit
  - i. E-verify Sworn Affidavit
  - j. Attestations Affidavit
  - k. Contractor Certification and Disclosure Form
  - l. Indemnification Agreement
  - m. Change Order Request Forms and Sample Contract Amendment
  - n. Antiterrorism/OPSEC Section IV. Standard Contract Language / Contract Clause Applicability and/or Additional SOW Language
  - o. Insurance Requirements: State of Louisiana Office of Risk Management Procedures Manual for Insurance Requirements in Contracts and Indemnification Agreements revised January 2016
  - p. General Conditions issued by the Louisiana Military Department
  - q. Special Instructions, Technical Specifications and Drawings, and /or Scope of Work
  - r. Any Addenda issued during the Bid period (To be acknowledged on the Louisiana Uniform Public Work Bid Form)
- 1.2 Unless otherwise defined herein, all definitions set forth in the General Conditions of the Contract for Construction or in other Contract Documents are applicable to the Bid Documents.
- 1.3 Addenda are written or graphic instruments issued by the Architect prior to the opening of bids which modify or interpret the Bid Documents or forms by additions, deletions, clarifications, corrections and prior approvals.
- 1.4 A Bid is a complete and properly signed proposal to perform work or a designated portion for a stipulated sum. A bid is submitted in accordance with the Bid documents, is evaluated on price alone and is not subject to qualification.

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1.5 Base Bid is the amount of money stated in the bid as the sum for which the bidder offers to perform the work described in the Bid documents, prior to the adjustments for alternate bids but including any unit prices.

1.6 An Alternate is a specified item of construction that is set apart by a separate sum. An alternate may or may not be incorporated into the contract sum at the discretion of the Owner at the time of contract award. A maximum of (3) three alternates are allowed by State law and, if alternates are to be accepted and added to the base bid total, they must be taken in order of priority.

1.7 A Bidder is an entity or person who submits a bid for a prime Contract with the Owner. A bidder is not a contractor on a specific project until a contract is signed between the bidder and the Owner.

1.8 A Sub-bidder is one who submits a bid to a Bidder for materials and/or labor for a portion of the work.

1.9 Where the word "Architect" is used in any of the documents, it shall refer to the Prime Designer of the project, an Architect, Engineer or Landscape Architect.

## **ARTICLE 2**

### **BIDDER'S REPRESENTATION**

2.1 Each Bidder by making his bid represents that:

2.1.1 He has read and understands the Bid and Construction Documents and that his bid is made in accordance therewith.

2.1.2 He has visited the site and has familiarized himself with the local conditions under which the work is to be performed.

2.1.3 His bid is based solely upon materials, systems and equipment described or listed in the Bid/ Construction Documents as advertised and/ or as modified by addenda. Labor, overhead and profit, taxes, bonds and insurance costs are added to these costs and constitutes his bid.

2.1.4 His bid is not based on any verbal instructions contrary to the Contract Documents and addenda.

2.1.5 The Bidder must be fully qualified under any State or local licensing law for Contractors in effect at the time and at the location of the work before submitting his bid. In the State of Louisiana, Revised Statutes 37:2150-2173, et seq. will be considered, if

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applicable. The Contractor shall be responsible for determining that all of his Sub bidders or prospective Subcontractors are duly licensed in accordance with the law.

**ARTICLE 3**

**BID DOCUMENTS**

3.1 Copies

3.1.1 Bid and Construction Documents may be obtained from the Architect for a deposit as stated in the Advertisement for Bids or solicitation. The deposit will be refunded to Contractors who return the Documents to the Architect, provided they are returned in satisfactory condition.

3.1.2 Complete sets of Bid and Construction Documents are required in order to prepare a bid. Neither the Owner nor the Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of these Documents.

3.1.3 The Owner or Architect in making copies of the Bid and Construction Documents available, do so only for the purpose of obtaining bids on the work and not grant copies for any other use or purpose.

3.2 Interpretation or Correction of Bid and Construction Documents

3.2.1 Bidders shall promptly notify the Architect of any ambiguity, inconsistency or error which they may discover upon examination of the Bid and Construction Documents or of problems affecting the site and local conditions.

3.2.2 Bidders requiring clarification or interpretation of the Bid and Construction Documents will make a written request to the Architect. Request must be received no later than 48 hours after the Pre-Bid Meeting in order to answer the Request and submit the Addenda so it can be received 72 hours prior to receipt of bids, excluding holidays and weekends.

3.2.3 Any interpretation, correction or change of the Bid and Construction Documents will be made by addenda. Interpretations, corrections or changes made to the Documents in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

3.2.4 It is the Louisiana Military Department's intent that these Bid documents shall comply with the Public Works Act and any other relevant State law. To the extent that a provision of these Bid documents actually conflict with State law, the provisions of State law shall take precedence over the Bid documents.

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3.3 Substitutions

3.3.1 The materials, products and equipment described in the Bid and Construction Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitutions shall be allowed after bidding.

3.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Architect at least seven (7) working days prior to the opening of bids. (RS38:2295C) Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. It shall be the responsibility of the proposer to include in his proposal all changes required of the Bid Documents if the proposed product is used. Prior approval is given contingent upon supplier being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

3.3.3 If the Architect approves any proposed substitution, such approval will be set forth in an addenda. Bidders shall not rely upon approvals made in any other manner.

3.4 Addenda

3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of Bid and Construction Documents.

3.4.2 Copies of addenda will be made available for inspection wherever Bid Documents are on file for that purpose.

3.4.3 Addenda shall not be issued within a period of seventy-two (72) hours prior to the advertised time for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays; however, if the necessity arises to issue an addendum modifying plans and specifications within the seventy-two (72) hour period prior to the advertised time for the opening of bids, then the opening of bids shall be extended a minimum of one week, without the requirement of re-advertising.

3.4.4 The Owner shall have the right to extend the bid opening date, up to thirty (30) days, without the requirement for re-advertisement. Any such extension shall be made by addenda issued by the Architect.

3.4.5 Each Bidder shall ascertain from the Architect prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt on the Bid Form.

## ARTICLE 4

### BIDDING PROCEDURE

#### 4.1 Form and Style of Bids

4.1.1 Bids shall be submitted on the Louisiana Uniform Public Work Bid Form provided by the Architect in the Front End Documents or by addenda.

4.1.2 **All blanks on the Louisiana Uniform Public Work Bid Form shall be filled in manually in ink or typewritten. (SEE Sample Louisiana Uniform Public Work Bid Forms).**

4.1.3 Where so indicated by the makeup of the Louisiana Uniform Public Work Bid Form, sums shall be expressed in both words and figures; in case of discrepancy between the two, the written words shall govern.

4.1.4 Based on the Louisiana Supreme Court decision, the Military Department Contracting Officer cannot waive informalities. Therefore, **NO interlineations, alterations or erasures are authorized on the Louisiana Uniform Public Work Bid Form.**

4.1.5 Bidders are cautioned to complete all alternates should such be required in the Louisiana Uniform Public Work Bid Form. Failure to submit alternate prices will render the bid incomplete and shall cause its rejection. Bidders are cautioned to complete all unit prices should such be required in the Bid Form.

4.1.6 Bidder shall make no additional stipulations on the Louisiana Uniform Public Work Bid Form nor qualify his bid in any other manner.

**4.1.7** The bid submitted by a Contractor shall include the legal name of the Bidder and a statement as to whether the Bidder is a sole proprietor, a partnership, a partnership in commendam, a limited liability company, a corporation or any other legal entity. The Bidder's name and contracting license number shall be noted on the envelope and shall be identical to the name and license number used on the Louisiana Uniform Public Work Bid Form. The bid shall be signed either by (a) any one of the Bidder's corporate officers or members listed on the most current annual report, limited liability company records or partnership records on file with the Secretary of State, or (b) an agent or other authorized representative of the Bidder, i.e., a person legally authorized to bind the Bidder to a Contract. If the bid is signed by an agent or other authorized representative of the Bidder, the authority of the person signing the bid shall be deemed sufficient and acceptable if (1) the bid is accompanied by a notarized or authentic Power of Attorney, Corporate Resolution, Certification of Agent, or other similar document indicating the signatory's authority to bind the Bidder, or (2) a notarized affidavit or resolution or any other acknowledged or authentic document indicating the names of all persons authorized to

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submit bids for public contracts on behalf of the Bidder has been filed in the appropriate records of either the Secretary of State or the Clerk of Court of the parish in which the Louisiana Military Department is located. Said document shall remain in effect and shall be binding upon the Bidder until specifically rescinded and canceled from the records of the Secretary of State's office and/or Clerk of Court's office.

If the successful Bidder is either a partnership or a partnership in commendam, then, prior to signing any contract, the successful Bidder shall be required to submit a copy of its current partnership records on file with the Secretary of State, an executed Disclosure of Ownership and a Certificate of Authority to do business in Louisiana. If the successful Bidder is a limited liability company, then, prior to signing any contract, the successful Bidder shall be required to submit a copy of its current Articles of Organization on file with the Secretary of State, an executed Disclosure of Ownership and a Certificate of Authority to do business in Louisiana. If the successful Bidder is a corporation, then, prior to signing any contract, the successful Bidder shall be required to submit a copy of its current Articles of Incorporation on file with the Secretary of State, an executed Disclosure of Ownership and a Certificate of Authority to do business in Louisiana.

4.1.8 On any bid in excess of fifty thousand dollars (\$50,000.00), the Contractor shall certify that he is licensed under R.S. 37:2150-2173 and show his license number on the Louisiana Uniform Public Work Bid Form and as directed in the Front End Documents.

## 4.2 Bid Security

4.2.1 No bid shall be considered or accepted unless the bid is accompanied by bid security in an amount of five percent (5.0%) of the base bid and all alternates, unless otherwise stated in the Front End Documents.

The bid security shall be in the form of a certified check or cashier's check drawn on a bank insured by the Federal Deposit Insurance Corporation, or a Bid Bond written by a surety company licensed to do business in Louisiana and signed by the surety's agent or attorney-in-fact. The Bid Bond shall be written on the State of Louisiana Military Department Bid Bond Form, and the surety for the bond must meet the qualifications stated thereon. The Bid Bond shall include the legal name of the bidder be in favor of the State of Louisiana Military Department, and shall be accompanied by appropriate power of attorney. The Bid Bond must be signed by both the bidder/principal and the surety in the space provided on the State of Louisiana Military Department Bid Bond Form. Failure by the bidder/principal or the surety to sign the bid bond shall result in the rejection of the bid.

Bid security furnished by the Contractor shall guarantee that the Contractor will, if awarded the work according to the terms of his proposal, enter into the Contract and furnish Performance and Payment Bonds as required by the Bid Documents, within ten (10) days after written notice that the instrument is ready for his signature.

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Bids will be valid for forty-five (45) days and may be extended by consent of the Bidder.

Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as penalty.

4.2.2 The Owner will have the right to retain the bid security of Bidders until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.

#### 4.3 Submission of Bids

4.3.1 The Bid shall be sealed in an opaque envelope. The bid envelope shall be identified on the outside with the name of the project, and the name, address, and license number of the Bidder. The sealed bid envelope shall contain **only one (1) original bid form** and will be received until the time specified and at the place specified in the Advertisement for Bids. It shall be the specific responsibility of the Bidder to deliver his sealed bid to the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by the United States Mail, or express delivery, shall disqualify the bid.

If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the "Bid Enclosed" on the face thereof. Such bids shall be sent by Registered or Certified Mail, Return Receipt Requested, addressed to:

Address specified in the project advertisement or solicitation.

Bids sent by express delivery shall be delivered to:

Address specified in the project advertisement or solicitation.

4.3.2 Bids shall be deposited at the designated location prior to the time on the date for receipt of bids indicated in the Advertisement for Bids, or any extension thereof made by addendum or addenda. Bids received after the time and date for receipt of bids will be returned unopened.

4.3.3 Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids.

4.3.4 Oral, telephonic or telegraphic bids are invalid and shall not receive consideration. If specified in the Advertisement for Bids or solicitation for the project, **Electronic bid documents may be submitted by Contractors by means designated in the Advertisement for Bids or solicitation. Bids must be received prior to the**

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**prescribed bid opening date and time, as specified in the Advertisement for Bids or stated by Addenda.**

**If allowed, any Contractor submitting an electronic bid shall deliver their original bid (hard copy) within three (3) working days after the prescribed bid opening date and time, as specified in the Advertisement for Bids or stated by Addenda to the Owner at the mailing address stated in the project advertisement or solicitation.**

## 4.4 Modification or Withdrawal of Bid

4.4.1 A bid may not be modified by the Bidder during the period following the time and bid date designated for the receipt and opening of bids. After bids are opened, contractors may withdraw their bids in accordance with R. S. 38:2214 which states, in part, “Bids containing patently obvious mechanical, clerical or mathematical errors may be withdrawn in writing by the Contractor if clear and convincing sworn, written evidence of such errors is furnished to the public entity within forty-eight hours after the Bid Opening excluding Saturdays, Sundays and legal holidays”.

4.4.2 Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by written notice to the party receiving bids at the place and prior to the time designated for receipt of bids.

4.4.3 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are resubmitted in full conformance with these Instructions to Bidders.

4.4.4 Bid Security shall be in an amount sufficient for the bid as modified or resubmitted, if project is advertised.

## ARTICLE 5

### CONSIDERATION OF BIDS

#### 5.1 Opening of Bids

5.1.1 The properly identified Bids received on time will be opened publicly and will be read aloud, and a tabulation abstract of the amounts of the base bids and alternates, if any, will be made available to Bidders.

#### 5.2 Rejection of Bids

5.2.1 The Bidder understands that the Owner shall have the right to accept or reject any or all bids and has no authority to waive informalities.

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5.3 Acceptance of Bid

5.3.1 It is the intent of the Owner, if he accepts any alternates, to accept them in the order in which they are listed on the Louisiana Uniform Public Work Bid Form. Determination of the Low responsive Bidder shall be on the basis of the sum of the base bid, and if accepted, the alternates. However, the Owner shall reserve the right to accept alternates in any order which does not affect determination of the Low responsive Bidder.

**ARTICLE 6**

**POST-BID INFORMATION**

6.1 Submission

6.1.1 At the Pre-Construction Conference, the Contractor shall submit the following information to the Architect.

6.1.1.1 A designation of the work to be performed by the Contractor with his own forces.

6.1.1.2 A breakdown of the Contract cost attributable to each item listed in the Schedule of Values Form. No payments will be made to the Contractor until this is received.

6.1.1.3 The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the work.

6.1.1.4 A list of names and business domiciles of all Subcontractors, manufacturers, suppliers or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the work. It is the preference of the Owner that, to the greatest extent possible or practical, the Contractor utilizes Louisiana Subcontractors, manufacturers, suppliers, and labor. If Louisiana Subcontractors, manufacturers, suppliers and labor will not be used for the project, the Contractor must provide detailed explanation as to why they will not be used.

6.1.2 The Contractor will be required to establish, to the satisfaction of the Architect, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the sections of the Specifications pertaining to such proposed Subcontractor's respective trades. The General Contractor shall be responsible for actions or inactions of Subcontractors and/or material suppliers. The General Contractor is totally responsible for any lost time or extra expense incurred due to a Subcontractor's/or Material Supplier's failure to perform. Failure to perform includes a Subcontractor's financial failure, abandonment of the project, or failure to do work up to standard. Under no circumstances shall the Owner mitigate the General Contractor's losses or reimburse the General Contractor for losses caused by these events.

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6.1.3 Subcontractors and other persons and organizations selected by the Bidder must be used on the work for which they were proposed and shall not be changed except with the written approval of the Owner and/ or the Architect.

6.1.4 The lowest responsible bidder shall submit to the Architect and the Owner, prior to award of the contract, a letter from the manufacturer that the manufacturer will issue the final system guarantee based on the specified system and include the name of the applicator acceptable to the manufacturer for installing the specified system. This manufacturer shall be one that has received prior approval or is named in the specifications.

6.1.5 In accordance with LA. R.S. 38:2227, LA. R.S. 38:2212.10 and LA. R.S. 23:1726(B) each bidder on this project must submit the completed Attestations Affidavit (Past Criminal Convictions of Bidders, Verification of Employees and Certification Regarding Unpaid Workers Compensation Insurance) form. The Attestations Affidavit form shall be submitted to the bid submission address listed in Advertisement for Bids or solicitation. The Attestations Affidavit form shall be submitted within 10 days after the opening of bids.

## ARTICLE 7

### PERFORMANCE AND PAYMENT BOND

7.1 Bond Required: ALL Public Work contracts will be published as Performance and Payment Bond contract.

7.1.1 The Contractor shall furnish and pay for a Performance and Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the surety's agent or attorney-in-fact and countersigned by a person who is under Contract with the surety as a licensed agent in this State and who is residing in this State, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000. However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A. M. Best's Key Rating Guide shall not be subject to the \$500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial

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statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact and countersigned by a person who is under contract with surety as a licensed agent in this State, and who is residing in this State. The Bond shall be in favor of the Military Department, State of Louisiana.

7.2 Time of Delivery and Form of Bond

7.2.1 The Bidder shall deliver the required Performance and Payment Bond to the Owner simultaneous with the execution of the Contract.

7.2.2 Performance and Payment Bond shall be in the form furnished by the State of Louisiana Military Department, entitled CONTRACT BETWEEN OWNER AND CONTRACTOR AND PERFORMANCE AND PAYMENT BOND, a sample of which is included in the Bid Documents.

7.2.3 The Bidder shall require the Attorney-in-Fact who executes the required Performance and Payment Bond on behalf of the surety to affix thereto a certified and current copy of this Power of Attorney.

**ARTICLE 8**

**FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

8.1 Form to be Used

8.1.1 Form of the Contract to be used shall be furnished by the State of Louisiana Military Department. See Sample contract Between Owner and Contractor and Performance and Payment Bond as a general example of the Contract.

8.2 Award

8.2.1 In accordance with Louisiana Law, when the Contract is awarded, the successful Bidder shall, at the time of the signing of the Contract, execute the Non-Collusion Affidavit, which is included as a sample, in the Bid Documents and will accompany the Performance and Payment Bond contract.

8.2.2 Before award of the Contract, the successful Bidder shall furnish to the Owner a certified copy of the minutes of the corporation or partnership meeting which authorized the party executing the bid to sign on behalf of the Contractor.

8.2.3 When this project is financed either partially or entirely with State Bonds, the award of this Contract is contingent upon the sale of bonds by the State Bond Commission. The State shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is duly executed.

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8.2.4. The Bidder shall fully execute their portion of the contract and provide all supporting contract document requirements in the timeframe specified in the contract correspondence, but will not exceed forty-five (45) days unless requested and allowed under special circumstance by the Louisiana Military Department.

**ARTICLE 9**

**COMPLETION TIME AND LIQUIDATED DAMAGES**

9.1 The completion of the Contract must be within the time specified in the contract. The contract is subject to extensions and may be granted under the conditions found in Paragraph 1B-15, Suspension of Work, Delays and Extensions of Time in the General Conditions, or the Contractor will be subject to pay the liquidated damages in the amount as stated in the Contract.

**ARTICLE 10**

**PRE-BID CONFERENCE**

10.1 A Pre-Bid Conference shall be held at the project site or designated location at least nine (9) days before the date for receipt of bids on all projects. The Pre-Bid Conference will be a Mandatory Pre-Bid Conference, unless specifically stated otherwise. The Architect shall coordinate the setting of the date, time and place for the Mandatory Pre-Bid Conference. On projects exceeding \$150,000 estimated construction costs, these projects are advertised and state in the advertisement the date, time and place of the Mandatory Pre-Bid Conference with prospective bidders, who have received sets of the Bid and Construction Documents attending this Conference. The purpose of the Mandatory Pre-Bid Conference is to familiarize Bidders with the bid submission procedure and Construction Documents, requirements of the Project to include a site visit and familiarization of the Contract Documents.

10.2 Any revision of the Bid Documents made as a result of the Pre-Bid Conference shall not be valid unless included in an addendum issued in accordance with Paragraph 3.4 of the Instruction to Bidders.

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