



SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY - EAST

DIRECTOR OF ENGINEERING AND OPERATIONS
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EAST JEFFERSON LEVEE DISTRICT
 203 Plaque Court
 Harahan, LA 70123
 504.733.0087 | admin@ejfd.com

LAKE BORGNE BASIN LEVEE DISTRICT
 P.O. Box 216
 6136 E. St. Bernard Highway
 Violet, LA 70092
 504.682.5941 | admin@lbbld.com

ORLEANS LEVEE DISTRICT
 6920 Franklin Ave
 New Orleans, LA 70122
 504.286.3100 | admin@orleanslevee.com

ACKNOWLEDGEMENT OF RECEIPT AND INTENT TO BID

NOTE: PLEASE COMPLETE AND RETURN
 IMMEDIATELY UPON RECEIPT
 FAX (504) 283-1855 "or"
 EMAIL: dgivens@floodauthority.org

Subject Line: SPEC. 509 HYBRID BERMUDA GRASS SOD

PLEASE NOTE: FAILURE TO RESPOND TO THIS ACKNOWLEDGEMENT
 MAY RESULT IN THE REMOVAL OF YOUR COMPANY FROM THIS BID
 LIST AND OR NOT RECEIVING ADDENDA IF ISSUED

We have received Request for Proposal SPEC. 509
 and are returning this form as our acknowledgement of receipt and intent.

(I/We) will/will not (circle one) bid.

Name: (Print) _____

Name: (Signed) _____

(Title) _____

Company: _____

Telephone: _____

FAX: _____

E-mail _____

**SLFPAE SPECIFICATION NO 509
FURNISHING: HYBRID BERMUDA GRASS SOD – CELEBRATION OR TIFWAY 419
VARIETY SOD**

PROPOSAL OF _____

ADDRESS _____

DATE _____

Felton Suthon, SLFPAE
6920 Franklin Ave.
New Orleans, La 70122
fsuthon@orleanslevee.com

Sir:

(I/We) _____ propose to furnish to the Southeast Flood Protection Authority – E , hereinafter referred to as “The Authority” on behalf of the Orleans Levee District,, and deliver to sites on the Lakefront Levee between West End and IHNC, located in N.O., La. the following which will be delivered in increments as required

HYBRID BERMUDA GRASS “CELEBRATION” or "TIFWAY 419" variety

5,400 SQ YDS (36 pallets @ 150 sq yds / pallet) FOR COST OF \$ _____ PER SQ YD

TOTAL COST: 5,400 SQ YDS X \$ _____ = \$ _____

Delivery of SOD shall be made to the site(s) as needed within 3 days from receipt of notification to deliver from the either the Contractor or authorized Authority or District Employee.

(I/We) _____ understand that cost for delivery and un-loading of sod to the sites as denoted is included in the cost per sq. yd..

(I/We) _____ understand that the total amount of sod given is a total “estimated” amount that is anticipated to be needed but no exact quantities are given or guaranteed.

I/We)___ understand “The Authority and The District” have done its best to give a realistic estimate of yds. required calculating in some overage for current sodding needs but there may be requirements for additional sod in the upcoming months so (I/We) _____ also understand that the price quoted per yard will remain firm for a 6 month period following opening of bid.

(I/We) _____ understand that due to budgetary constraints The Authority may cancel bid.

(I/We) _____ have completed and properly executed the Affidavit, Attachment A

BY _____
(Print Name)

SIGNATURE _____

TITLE _____

PHONE _____

FAX _____

E-MAIL: _____

NOTE:

As a Political Subdivision of the State of Louisiana, The Authority and District is required to use Electronic Bidding (E-Bids) for solicitation of bids, RFP'S, etc. As such this bid can be submitted to our E-Bid Supplier - "Central Bidding" www.centralbidding.com or it can be hand delivered or sent, sealed in an envelope via U.S. Mail; Federal Express or other to Southeast Flood Protection Authority-E office at 6920 Franklin Ave., N.O., La. 70122 by date and time specified for the closing of the bid.

If mailing or hand-delivering proposal please print Bid No. 509 in the upper left hand corner below your return address

If electronic bid submission is your preferred method of submission then you must sign on to the E-bid company's site at the above website for information on how to respond electronically

SLFPAE SPECIFICATION NO. 509

I. PROPOSAL

The proposal form is bound with specifications and is all an integral part of each proposal and must be returned so attached in a sealed envelope marked **Specification No. 509** to The Authority's Office, 6920 Franklin Ave., New Orleans, La 70122 or emailed through our E-Bid provider www.centralbidding.com prior to the time specified in the advertisement for opening of bids which in this instance is Thursday March 15, 2018 at 2pm - Bids will be publicly opened at this time and read aloud in Room 109 of The Authority's Office located at the above Franklin Ave. address.

II. SPECIFICATIONS

Turf grass sod shall be nursery grown certified turf grass sod and shall be hybrid Bermuda grass of either, "Celebration" or "Tifway 419" variety. Certified turf grass sod is defined as turf grass sod that is superior sod grown from certified, high quality plantings or grass sprigs or stolons of know origin. It is inspected by the certification agency of the area to assure satisfactory varietal identity and purity, overall high quality and freedom from noxious weeds or excessive amounts of other crop and weedy plants at the time of harvest. Turf grass being supplied for this project shall be accompanied by an official certified label or bulk certificate from the certification agency in the state of origin, and document that the grass is recognized as "certified turf grass sod".

III. SPECIFICATIONS INTERPRETATION

The specifications enumerated shall not be construed as limiting competition. The bidder may submit a proposal on equipment that he/she feels is equal, but The Authority's Chief Engineer will make the final decision on the equality or superiority of the sod being bid to that as specified. No oral interpretation will be made to any bidder as to the meaning of these specifications.

Every request for an interpretation of the specifications shall be made in emailed to fsuthon@floodauthority.org and received at least five (5) calendar days (excluding weekends and holidays) before the time specified for bid opening. The bidder, submitting the request shall be responsible for its prompt delivery.

Every interpretation shall be in the form of an addendum to the specifications. Any and all addenda will be issued seventy-two (72) hours (excluding weekends and holidays) in advance of the time specified for the opening of bids. All addendums issued shall become part of the bid proposal and acknowledged on the proposal.

IV. RESPONSE

Bidders are to provide information as required on pages 1& 2. Failure to follow this procedure will render the bid informal and will be grounds for rejection of the proposal.

V. INFORMATION REQUIRED TO BE SUBMITTED WITH BID

Each bidder shall furnish current descriptive literature on SOD to be provided

VI. AWARDS

Awards shall be made to lowest bidder whose proposal meets or exceeds the specifications, does not exceed Budgetary Constraints and is in the best interest of The Authority & District. No allowance can be made for error, either of omission or commission, on the part of the bidder. It must be assumed that bidders have fully informed themselves as to all conditions, requirements and specifications before submitting proposals and they cannot expect to be excused or relieved from responsibility assumed by their proposal on the plea of error.

VII. TAXES

The price bid for furnishing the sod listed shall not include Federal Excise tax, City of New Orleans Sales tax, or State of Louisiana Sales tax. The Authority & District is totally exempt from all city and state sales taxes as per House Bill No. 1139 and Act 1029.

VIII. PAYMENT

Payment will normally be made within thirty (30) days of receipt of invoice.

IX. AFFIDAVIT REQUIRED

Each bidder must submit a notarized Affidavit identifying the individual, partnership or corporation submitting the bid and stating that neither he nor his agents, or any other party for him or on his behalf, has paid or agreed to pay directly or indirectly, any person, firm or corporation valuable consideration for assistance in procuring, or attempting to procure, the equipment herein referred to, and further agreeing that no such consideration or reward will be in-hereafter paid. The Affidavit must be on the form included herein and must be notarized. See **Attachment A**

X. REJECTION OR ACCEPTANCE OF BID PROPOSAL

The Authority reserves the right to reject any and all bids and to waive any informality pursuant to the law. Incomplete, informal or unbalanced proposals may be rejected. Reasonable grounds for belief that any one bidder is concerned directly or indirectly with more than one proposal will be cause for rejection of all proposals wherein such bidder is concerned. Each bidder shall furnish satisfactory evidence of his/her competence and ability to provide as stipulated. A bidder shall not attach any condition or provisions to his/her proposal. Any foreign conditions or qualifications may be cause for its rejection.

XI. DISPUTE AND VENUE

Venue and jurisdictions of any suit, right or cause of action arising under or in connection with this proposal, or any actions of the Authority or District in connection therewith, including, but not limited to any successful proposal, and any and all warranties, shall be in the Parish of Orleans, State of Louisiana.

Bidders acknowledge that the laws of the State of Louisiana shall apply under all circumstances including, but not limited to any and all warranties.

XII. NO PERSONAL LIABILITY TO PUBLIC OFFICERS

Nothing herein shall be construed as creating any personal liability on the part of any official, officer, employee, representative or agent of the SLFPAE.

XIII. INDEMNIFICATION/LIABILITY

The Bidder shall indemnify and hold harmless The Authority and District and its officers, officials, employees, agents, representatives and personnel against any and all claims, demands, suits, liabilities, damages, losses, and judgements of sums of money to any person, persons or legal entities accruing against either of personal injury, death or property damage, or any other damage including but not limited to loss of income, or on any other theory of law, to person or property caused by, growing out of, resulting from, connected with, or by reason of any act, activity, and/or omission of the operation of the Bidder, its agents, servants employees or subcontractors while engaged in, about or in connection with the discharge or performance of the services to be done or performed by the Bidder hereunder, except for The Authority or District's own acts of gross negligence, and shall also hold both harmless with the performance of its obligations.

XIV. SIGNATURE AUTHORITY

Evidence of authority to submit the bid shall be in accordance with R.S. 38:2212 (A) (1) (C) and/or R.S. 39:1594(C) (2) (d)

The person signing the bid must be:

1. A current corporate officer, partnership member or other individual specifically Authorized to submit bid as reflected in the appropriate records on file with the Secretary of State: or
2. An individual authorized to bind the vendor as reflected by an accompanying corporate Resolution, certificate or affidavit, or
3. An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.

By signing the bid, the bidder certifies compliance with the above.

XIX. DELIVERY

Successful bidder will be required to deliver and off-load SOD to sites as specified and given herein

Attachment A
SLFP AE Specification 509

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ORLEANS

AFFIDAVIT ATTESTING THAT PUBLIC CONTRACT WAS NOT, NOR WILL BE SECURED THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR

KNOW ALL MEN BY THESE PRESENTS, that a Public Contract is contemplated between THE SLFP AE and _____, represented by

(Name) _____

(Title) _____, who attests that he is empowered and authorized to execute said documents.

FURTHER, _____, Affiant, who being duly sworn, does depose and attest that:

1. Affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the Public Contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction of the public building or project, or in securing the Public Contract were in the regular course of their duties for Affiant, and

2. No part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for Affiant.

WITNESSES:

(Witness)

(Contractor)

(Witness)

BEFORE ME, the undersigned authority, personally appeared

_____, who being duly sworn, deposes and states that the above is true and correct in all respects recited.

SWORN TO AND SUBSCRIBED before me, this _____ day of

_____, _____.

NOTARY PUBLIC