



STATE OF LOUISIANA

Office of State Procurement
INVITATION TO BID

**RESPONSES WILL BE
PUBLICLY OPENED AT THE
PHYSICAL ADDRESS BELOW**
06/14/2016
10:00 AM CST

Vendor No.: _____
Solicitation: 3000005731
Opening Date: 06/14/2016

Vendor Name and Address: (to be completed by Vendor)

**SUBMIT NON-ELECTRONIC RESPONSE
TO : Office of State Procurement
P.O. Box 94095
Baton Rouge LA 70804-9095**

**Physical Address:
1201 N. Third Street, Suite 2-160
Baton Rouge, LA 70802**

**RFx Number: 3000005731
Version: 1
Buyer: KATHLEEN DORING
Buyer Phone: 225-342-5522
E-Mail: kathleen.doring@la.gov
Scheduled Begin Date:
Scheduled End Date:
T-Number:**

Ship To Address:

MARY REESE
DOC PRISON ENTERPRISES-DCI CHAIR PLANT
DIXON CORRECTIONAL INSTITUTE 5568 HWY 68
JACKSON, LA 70748

QUESTIONS TO BE COMPLETED BY VENDOR	Required
1. _____ Delivery will be made this number of days After Receipt of Order (ARO)	
2. _____ % discount for payment made within 30 days. Discounts for payment made in less than 30 days, of less than 1%, or applicable to an indefinite quantity contract will be accepted but will not be an award consideration.	

Name of Solicitation: Chair Kits for DOC/PE

Notice to bidder:

All vendors that wish to receive email notifications of bid opportunities must be registered in LaGov and pay their annual vendor subscription fee via the vendor enrollment portal.

RFx text:

To establish a contract to supply component parts for chair kits for assembly and resale as specified to DOC/Prison Enterprises, Dixon Correctional Institute, Chair Plant, Jackson, LA 70748, in accordance with the specifications, terms and conditions as set forth herein for a period beginning July 1, 2016 through June 30, 2017.

Please print all attachments to ensure all documents related to the RFx are reviewed prior to bidding.

Bid Documents include:

Attachment A - Terms and Conditions - pages 1 through 7

VENDOR TELEPHONE NUMBER: FAX NUMBER:	TITLE	DATE
Signature of Authorized Bidder		Name of Bidder (Typed or printed)

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Bidder:

All documents associated with this solicitation should be included in bidder's submission.

Bid delivery instructions for State Procurement:
 See Page #1 in Attachment A - Terms and Conditions

Vendors must be registered in the new LaGov system in order for their bids to be tabulated.
 Link to LaGov vendor registration:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

Please include a W-9 with your bid if you are newly registered.

METHOD OF AWARD: It is the intent of the State of Louisiana to award this bid on a grouped basis as deemed to be in the best interests of the State.

Groups are identified as:
 GROUP 1 - LINES 1 THROUGH 5
 GROUP 2 - LINES 6 THROUGH 12

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
1	<p>Product Category:56101504 Chair Kits</p> <p>To establish a contract to supply component parts for chair kits for assembly and resale as specified to:</p> <p>Prison Enterprises Dixon Correctional Institute Chair Plant Jackson, LA</p> <p>Contract period beginning July 1, 2016 through June 30, 2017</p> <p>=====</p> <p>The following information is applicable to all lines on this contract:</p> <p>Vendor is to supply chair kits and all necessary component parts for assembly by Prison Enterprises, which will result in a line of chairs and accessories for purchase by agencies.</p> <p>Component parts will consist of but not be limited to: screws, foam, nails, seats, bases, wheels, backs, chair controls and fabric when specified.</p> <p>*See attached specifications, terms and conditions.</p> <p>*Quantities listed represent estimated usages for a 12 month period.</p>	20	EA		

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	<p>*Measurements listed are minimum or approximate measurements. Small variations will be acceptable.</p> <p>Delivery: To be delivered on a called for as needed basis. Deliveries accepted Monday - Friday, 7:00 AM to 2:00 PM, except holidays. Do not ship until called for.</p> <p>=====</p> <p>*LINES 1 - 5 WILL BE A GROUPED AWARD*</p> <p>High Performance Ergonomic Seating Task/Managerial Chair:</p> <p>Chair Kit Specifications/Features:</p> <p>Mid-Back mesh 19" width x 40" - 44" height Standard seat - 20.5" w x 18.5" h Total Depth: 24"</p> <p>Side-Adjust Syncro with Seat Slider 2:1 Ration back to seat Side adj back tension 5 position back lock Back tile -20 degrees seat -10 degrees Fold back adjustable height arms with pad slider Height adj. 3" Pad slider option 2"</p> <p>Nylon spyder base with silver/black carpet casters</p> <p>Back Mesh Colors: Black/Grey or Black/Black</p> <p>Manufacturer: Hugg (Hickory Leather CO) or equal Style and Model #: Jaguar JA1-41-12-22-12</p> <p>Manufacturer Bid: _____</p> <p>Style/Model Bid: _____</p>				
2	<p>Product Category:56101504 Chair Kits</p> <p>High Performance Ergonomic Seating Task/Managerial Chair:</p> <p>Chair Kit Specifications/Features:</p> <p>Mid-back mesh 19" width x 40" - 44" height Standard Seat - 20.5" w x 18.5" h Total Depth: 24"</p>	20	EA		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	<p>Side-adjust syncro with seat slider 2:1 ratio back to seat Side adj back tension 5 position back lock Back tilt -20 degrees seat -10 degrees Fold back adjustable height arms with pad slider Height adj. 3" Pad slider opt. 2" Polished aluminum base with black/black carpet casters</p> <p>Back Mesh Colors: Black/Grey or Black/Black</p> <p>Manufacturer: Hugg (Hickory Leather Co) or equal Style and Model #: Jaguar JA1-41-12-22-15</p> <p>Manufacturer Bid: _____</p> <p>Style/Model # Bid: _____</p>				
3	<p>Product Category:56101504 Chair Kits</p> <p>Guest/Stacking Chair:</p> <p>Chair Kit Specifications/Features:</p> <p>High desity polypropylene seat and back 4-leg steel tube frame construction Frame finish is to be plated chrome Steel reinforced seat structural assembly Polypropylene composite non-marring glides Stacks 15-20 high on dolly</p> <p>Overall Dimensions: Width: 20.86" Depth: 19.68" Height: 33.1" Seat Height: 18.2" Seat Depth: 17.95" Back Height: 33.1" Back Width: 20.86" Weight: 12 lbs.</p> <p>Chair kit to be available in the following polypropylene color choices and/or combination of color choices: (vendor to supply all color options to PE and make available any new options as developed).</p> <p>Color Choices: Red, Blue, Green, Brown, White, Grey and</p>	20	EA		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Black. Manufacturer: Bay Products Development - Ivars USA or equal Style: Malika Manufacturer Bid: <hr/> Style/Model # Bid: <hr/>				
4	Product Category:56101504 Chair Kits Trolley-Stacking Chair Dolly: For stocking and storage *To be compatible with line 3 Manufacturer: Brado S.P.A. or equal Style: Carrello Dolly Manufacturer Bid: <hr/> Style/Model # Bid: <hr/>	20	EA		
5	Product Category:56101504 Chair Kits Task Seating: Chair Kit Specifications/Features: Overall Dimensions: Width: 26" Depth: 26" Height: 39.50" - 44.50" Seat Height: 18.50" - 23.50" Seat Depth: 19" Back Height: 23.50" Back Width: 18" Arm Width (Inside): 19.5" Weight: 37 lbs 5.00" of pneumatic seat height adjustment Fixed or adjustable seat angle options Armrest height adjustment Back height adjustment of over 3.00"	20	EA		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Back rest angle offers 25 degree, infinite locking adjustment Plush, high-density fabricated foam seating surfaces Hard-floor casters available Manufacturer: Bay Products Development or equal Style: Ivars/Penta HB Manufacturer Bid: _____ Style/Model # Bid: _____				
6	Product Category:56101504 Chair Kits *LINES 6 - 12 WILL BE A GROUPED AWARD* Composite Mesh Chair: Chair Kit Specifications/Features: Seat tension and height adjustment Armrest height adjustment Backrest height adjustment Seat slide adjustment Tilt-lock adjustment Overall Dimensions: Width: 27" Depth: 26" Height: 44.5" Seat Height: 18" - 23" Seat Depth: 19.25" Back Height: 39.5" - 44.5" Back Width: 21.5" Arm Height: 26.5" (lowest seat position) 35.5" (highest seat position) Arm Width (Inside): 19.75" Weight: 50 lbs. Flexible, co-injection composite back assembly, for ventilation Waterfall on front edge of sculpted multi-ply curved plywood seat Injection-molded, high-density, foam seat cushion Lumbar Adjustment of 7" Tilt mechanism with tilt lock and angle adjustment levers Ergonomic arms with 4" of travel and soft polyurethane arm pads	20	EA		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Glass-filled, 26" nylon composite chair base Glass-4 High-strength gas lift assembly with infinite adjustment Manufacturer: OEI-VATA Chair or equal Style: VATA Model # AE302/KD/MB Manufacturer Bid: _____ Style/Model # Bid: _____				
7	Product Category:56101504 Chair Kits Mesh Task Chair: Chair Kit Specifications/Features: Back and seat have a two part pliable mesh Back height adjustment includes 6 adjustments with a 3" range Height adjustable arms offer 8 adjustments with a 3" range Adjustable tilt tension free-float function Pneumatic seat height adjustment Built-in lumbar Urethane arm pads adjust horizontally 1" and extend up to 2" forward or backward. Arm pads also have a 3-position inward pivot. Lock lever - positional lock and synchronized tilting mechanism. Seat slider adjustment that sets seat depth within several lock positions in a 1.5" range. Contoured Seat 26" nylon base - black Heavy-duty, dual-wheel, high impact casters Seat Width: 20-1/4" Seat Depth: 20-1/4" Back Width: 19-1/2" Back Height (above set): 19" - 22" Arm Height Range Adjustable: 3" Seat Height Range: 17-1/2" - 20" Overall Dimensions: Chair Height: 36-3/4" - 39-3/4" Chair Width with arms (approx.): 25-1/4" - 27-1/4" Length/width with arm and arm pads extended: 25" x 27"	80	EA		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Fixed arm (above seat): 8" Manufacturer: OEI or equal Style: Scurry Chair and Arm Kit #CI-SCUR/P/NA/S/BL/KD and #CI-SCUR/AARMSET/BL Manufacturer Bid: _____ Style/Model # Bid: _____				
8	Product Category:56101504 Chair Kits Chair Kit Specifications/Features: Mesh backrest Mesh seat Seat and back support Back designed with lumbar support Height-adjustable mechanism Height-adjustable pneumatic cylinder High impact nylon casters Black nylon base Adjustable height armrests (3" range) Caster and glide options Chrome foot ring General Dimensions: Seat Width: 20-1/4" Seat Depth: 20-1/4" Back Width: 19-1/2" Back Height (above seat): 19" Arm Height Range Adjustable: 3" Seat Height Range: 20" - 27-1/2" Overall Dimensions: Chair Height: 40" - 47-1/2" Chair Width with Arms (approximate): 25-1/4" - 27-1/4" Length/Width with Arm and Arm Pads Extended: 25" x 27" Fixed Arm (Above Seat): 8" Manufacturer: OEI or equal Style: Surry Stool and Adjustable Arm Kit #CI-SCUR/STOOL/BL/KD and #CI-SCUR/AARMSET/BL Manufacturer Bid: _____ Style/Model # Bid:	40	EA		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
9	Product Category:56101504 Chair Kits Fabric Task Chair: Chair Kit Specifications/Features: General Dimensions: Seat Width: 18" Seat Depth: 15-1/2" - 18" Seat Height: 16-1/4" - 20-3/4" Overall Dimensions: Width: 36" Depth: 26" Height: 39-1/2" - 44" Base Diameter: 26" Adjustable arms Plastic base Hard floor casters or carpet casters Kit to include the following altus Grade A1 Fabric Choices: Merlot, Mustard Seed, Russet, Blue Lagoon, Periwinkle, Forest, Gunmetal, Midnight, Mesh (Black Only), Black Leather (If additional fabric choices become available the vendor is to notify PE) Manufacturer: OEI or equal Style: Alt 3 Adjustable Arm Chair Kit #ALT3U/ALTUAA/S/P/NHR/UXXX Manufacturer Bid: _____ Style/Model # Bid: _____	20	EA		
10	Product Category:56101504 Chair Kits Task Chair with Adjustable Task Arms: Chair Kit Specifications/Features: Free floating back	20	EA		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Back height adjustable 3-position back lock 2-1/2" thick foam cushioned seat Seat slide option Adjustable T-arms Poly back shroud General Dimensions: Seat Width: 20-1/2" Seat Depth: 18" Seat Height: 17-1/4" - 22-1/4" Back Width: 20" Back Height (above seat): 19-1/2" - 22-1/2" Overall Dimensions: Height: 37" - 45" Width: 25" Manufacturer: OEI or equal Style: Ithaca Chair #OEI62/JR39/STD/SF-C Manufacturer Bid: _____ Style/Model # Bid: _____				
11	Product Category:56101504 Chair Kits Stool Seating without Arms: Chair Kit Specifications/Features: Free floating back Back height adjustable 3-position back lock 2-1/2" thick foam cushioned seat Seat slide option Hard floor casters or glides Without arms General Dimensions: Seat Width: 20-1/2" Seat Depth: 18" Seat Height: 22-1/4" - 30" Back Width: 20" Back Height (above seat): 21" Overall Dimensions: Height: 43-1/2" - 56-1/2"	20	EA		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Width: 25" Manufacturer: OEI or equal Style: Ithaca Stool With No Arms #OEI63/NA/STD/SF/C Manufacturer Bid: _____ Style/Model # Bid: _____				
12	Product Category:56101504 Chair Kits Stool Seating with Arms: Chair Kit Specifications/Features: Free floating back Back height adjustable 3-position back lock 2-1/2" thick foam cushioned seat Seat slide option Hard floor casters or glides 360-degree pivot arms General Dimensions: Seat Width: 20-1/2" Seat Depth: 18" Seat Height: 22-1/4" - 30" Back Width: 20" Back Height (above seat): 21" Overall Dimensions: Height: 43-1/2" - 56-1/2" Width: 25" Manufacturer: OEI or equal Style: Ithaca Stools with Arms #OEI63/JR30/STD/SF/C Manufacturer Bid: _____ Style/Model # Bid: _____	20	EA		

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
 3. THIS BID IS TO BE MANUALLY SIGNED IN INK.
 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
 5. AMOUNT OF BID BOND REQUIRED: ADDRESSED IN THE SPECIAL TERMS AND CONDITIONS SECTION IF APPLICABLE
 6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED: ADDRESSED IN THE SPECIAL TERMS AND CONDITIONS SECTION
 7. DESIRED DELIVERY: ADDRESSED IN THE SPECIAL TERMS AND CONDITIONS SECTION
 8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE WITH INK OR TYPEWRITTEN.
 11. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.
 12. CONFERENCE: ADDRESSED IN THE SPECIAL TERMS AND CONDITIONS SECTION IF APPLICABLE
 13. BID FORMS.
ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:
 - A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
 - B. BID FILLED OUT IN PENCIL; AND
 - C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.
- BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. FAX ALTERATIONS, NOT INVOLVING PRICING, TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED BID FORM AND FAXED ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING. ALTERATIONS TO PRICE MUST BE RECEIVED IN A SEALED ENVELOPE WITH THE BID NUMBER, OPENING DATE AND TIME DISPLAYED ON THE OUTSIDE OF THE ENVELOPE AND TIME STAMPED BEFORE BID OPENING. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.
14. STANDARDS OF QUALITY.
ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, AND ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR

THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER SHOULD STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.

THE STATE OF LOUISIANA 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.

18. PRICES .

UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

21. NEW PRODUCTS.

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.

UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.

THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE;

- (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW;
- (6) ANY OTHER BREACH OF CONTRACT.

THE STATE, BY WRITTEN NOTICE, MAY TERMINATE THIS CONTRACT, IN WHOLE OR IN PART, WHEN IT IS IN THE STATE'S INTEREST. IF THIS CONTRACT IS TERMINATED, THE STATE SHALL BE LIABLE ONLY FOR GOODS OR SERVICES DELIVERED OR ACCEPTED. THE STATE NOTICE OF TERMINATION MAY PROVIDE THE CONTRACTOR THIRTY (30) DAYS PRIOR NOTICE BEFORE IT BECOMES EFFECTIVE. HOWEVER, AT THE STATE'S SOLE OPTION A TERMINATION OF CONVENIENCE MAY BE EFFECTIVE IMMEDIATELY AND MAY APPLY TO DELIVERY ORDERS (IF APPLICABLE) OR TO THE CONTRACT IN WHOLE.

24. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT. THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.

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 VETERAN'S 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, 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.

28. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN 7 DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.

ATTENTION: R.S. 39:1594(C)(4) REQUIRES EVIDENCE OF AUTHORITY TO SIGN AND SUBMIT BIDS TO THE STATE OF LOUISIANA. YOU MUST INDICATE WHICH OF THE FOLLOWING APPLY TO THE SIGNER OF THIS BID.

PLEASE CIRCLE ONE:

1. THE SIGNER OF THIS BID IS EITHER A CORPORATE OFFICER WHO IS LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE OR A MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM AS REFLECTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE. A COPY OF THE ANNUAL REPORT OR PARTNERSHIP RECORD MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.

2. THE SIGNER OF THE BID IS A REPRESENTATIVE OF THE BIDDER AUTHORIZED TO SUBMIT THIS BID AS EVIDENCED BY DOCUMENTS SUCH AS, CORPORATE RESOLUTION, CERTIFICATION AS TO CORPORATE PRINCIPAL., ETC. IF THIS APPLIES A COPY OF THE RESOLUTION, CERTIFICATION, OR OTHER SUPPORTIVE DOCUMENTS MUST BE ATTACHED HERETO.

3. THE BIDDER HAS FILED WITH THE SECRETARY OF STATE AN AFFIDAVIT OR RESOLUTION OR OTHER ACKNOWLEDGED/ AUTHENTIC DOCUMENT INDICATING THAT THE SIGNER IS AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS. A COPY OF THE APPLICABLE DOCUMENT MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.

4. THE SIGNER OF THE BID HAS BEEN DESIGNATED BY THE BIDDER AS AUTHORIZED TO SUBMIT BIDS ON THE BIDDER'S VENDOR REGISTRATION ON FILE WITH THIS OFFICE.

31. IN ACCORDANCE WITH THE PROVISIONS OF R.S. 39:2182, IN AWARDED CONTRACTS AFTER AUGUST 15, 2010, ANY PUBLIC ENTITY IS AUTHORIZED TO REJECT A PROPOSAL OR BID FROM, OR NOT AWARD THE CONTRACT TO, A BUSINESS IN WHICH ANY INDIVIDUAL WITH AN OWNERSHIP INTEREST OF FIVE PERCENT OR MORE, HAS BEEN CONVICTED OF, OR HAS ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO ANY STATE FELONY OR EQUIVALENT FEDERAL FELONY CRIME COMMITTED IN THE SOLICITATION OR EXECUTION OF A CONTRACT OR BID AWARDED UNDER THE LAWS GOVERNING PUBLIC CONTRACTS UNDER THE PROVISIONS OF CHAPTER 10 OF TITLE 38 OF THE LOUISIANA REVISED STATUTES OF 1950, PROFESSIONAL, PERSONAL, CONSULTING, AND SOCIAL SERVICES PROCUREMENT UNDER THE PROVISIONS OF CHAPTER 16 OF TITLE 39, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.

32. FEDERAL CLAUSES, IF APPLICABLE

CIVIL RIGHTS

BOTH PARTIES SHALL ABIDE BY THE REQUIREMENTS OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AND SHALL NOT DISCRIMINATE AGAINST EMPLOYEES OR APPLICANTS DUE TO COLOR, RACE, RELIGION, SEX, HANDICAP OR NATIONAL ORIGIN. FURTHERMORE, BOTH PARTIES SHALL TAKE AFFIRMATIVE ACTION PURSUANT TO EXECUTIVE ORDER #11246 AND THE NATIONAL VOCATIONAL REHABILITATION ACT OF 1973 TO PROVIDE FOR POSITIVE POSTURE IN EMPLOYING AND UPGRADING PERSONS WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, HANDICAP OR NATIONAL ORIGIN, AND SHALL TAKE AFFIRMATIVE ACTION AS PROVIDED IN THE VIETNAM ERA VETERAN'S READJUSTMENT ACT OF 1974. BOTH PARTIES SHALL ALSO ABIDE BY THE REQUIREMENTS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE VOCATIONAL REHABILITATION ACT OF 1973 TO ENSURE THAT ALL SERVICES ARE DELIVERED WITHOUT DISCRIMINATION DUE TO RACE, COLOR, NATIONAL ORIGIN OR HANDICAP.

ANTI-KICKBACK CLAUSE

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATE DICTATED BY THE COPELAND "ANTI-KICKBACK" ACT WHICH PROVIDES THAT EACH CONTRACTOR OR SUBGRANTEE SHALL BE PROHIBITED FROM INDUCING, BY ANY MEANS, ANY PERSON EMPLOYED IN THE COMPLETION OF WORK, TO GIVE UP ANY PART OF THE COMPENSATION TO WHICH HE IS OTHERWISE ENTITLED.

CLEAN AIR ACT

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN AIR ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

CLEAN WATER ACT

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ANTI-LOBBYING AND DEBARMENT ACT

THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUTES IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.

33. CERTIFICATION OF NO SUSPENSION OR DEBARMENT.

BY SIGNING AND SUBMITTING ANY PROPOSAL FOR \$25,000 OR MORE, THE PROPOSER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN "AUDIT REQUIREMENTS IN SUBPART F OF THE OFFICE OF MANAGEMENT AND BUDGET'S UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS" (FORMERLY OMB CIRCULAR A-133).

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT [HTTPS://WWW.SAM.GOV](https://www.sam.gov).

34. IN ACCORDANCE WITH LOUISIANA LAW, ALL CORPORATIONS (SEE LA R.S. 12:262.1) AND LIMITED LIABILITY COMPANIES (SEE LA R.S. 12:1308.2) MUST BE REGISTERED AND IN GOOD STANDING WITH THE LOUISIANA SECRETARY OF STATE IN ORDER TO HOLD A PURCHASE ORDER AND/OR CONTRACT OVER \$25,000.

35. ALL BID AMOUNTS SHALL BE SUBMITTED IN UNITED STATES DOLLARS.