STATE OF LOUISIANA

Office of State Procurement
INVITATION TO BID

RESPONSES WILL BE PUBLICLY OPENED AT THE PHYSICAL ADDRESS BELOW
08/23/2016
10:00 AM CST

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: 3000006150
Version: 2
Buyer: KATHLEEN DORING
Buyer Phone: 225-342-5522
E-Mail: kathleen.doring@la.gov
Scheduled Begin Date:
Scheduled End Date:
T-Number:

Vendor No.:_____
Solicitation: 3000006150
Opening Date: 08/23/2016

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

Ship To Address:
TIM RIOUX
DOC PRISON ENTERPRISES-WAKEFIELD MEAT
10748 US HWY 61
ST. FRANCISVILLE, 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: September 2016 Meat-DOC/PE

Notice to bidder:
Addendum No. 01

Bid Opening Date Extended due to inclement weather

Original Bid Opening Date: 08/16/2016 @ 10:00AM CDT

Extended Bid Opening Date: 08/23/2016 @ 10:00AM CDT

All other terms and conditions remain unchanged.

RFx text:
This is a contract to provide meat as specified to DOC/Prison Enterprises for the month of September 2016 in accordance with the specifications, terms and conditions as stated herein.
****

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

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

Bid documents include:
Attachment A - Special Terms and Conditions - pages 1 through 8
Attachment B - Special Conditions - pages 1 through 2

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

Bid delivery instructions for State Procurement:
Refer to Page #1 in Attachment A - Special 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.

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
1	**Product Category:50192111** Chicken Leg Quarters CHICKEN LEG QUARTERS: Frozen, 50-60 pieces per case. Approx. 40 lbs per case, palletized. Successful vendor must furnish on company letterhead a letter of guarantee with each shipment, stating that the estimated piece count is 50-60 pieces per 40 lb case. Product must have processed date stamped on the box and processed date must have been within 90 days of the delivery date to Wakefield. REQUESTED DELIVERY: 09/15/16 OR EARLIER Specify no. pieces per case: _____ Specify lbs per case: _____	40,000	LB	_____	_____
2	**Product Category:50192111** Chicken Gizzards CHICKEN GIZZARDS: Frozen, 5-10 lbs per bag, 40 lbs per case Product must have processed date stamped on the box and processed date must have been within 90 days of the delivery date to Wakefield.	2,500	LB	_____	_____

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	REQUESTED DELIVERY: 09/15/16 OR EARLIER Specify lbs per bag: _____ Specify no. bags per case: _____				
3	**Product Category:50192111** Turkey or Chicken Roll Roast TURKEY OR CHICKEN ROLL ROAST: Frozen, fresh, uncooked. White and dark meat - no more than 50% dark meat. To be stuffed into casing that will yield approximately 10 lbs per roll. Product must have processed date stamped on the box and processed date must have been within 90 days of the delivery date to Wakefield. REQUESTED DELIVERY: 09/15/16 OR EARLIER Specify turkey or chicken: _____ Specify lbs per roll: _____ NOTE: ONLY AWARDED PRODUCT SPECIFIED WILL BE ACCEPTED FOR DELIVERY	1,600	LB	_____	_____
4	**Product Category:50192111** Turkey or Chicken Frankfurters TURKEY OR CHICKEN FRANKFURTERS: Frozen, skinless. Smoked, cooked. No artificial coloring. Size: 10 links per lb, 5-6 inches per link. Packed 10 lbs per box. ***MUST BE CRYOVAC OR VACUUM PACKAGED Product must have processed date stamped on the box and processed date must have been within 90 days of the delivery date to Wakefield. REQUESTED DELIVERY: 09/15/16 OR EARLIER Specify turkey or chicken: _____ Specify no. links per lb: _____	8,000	LB	_____	_____

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Specify inches per link: _____ Specify lbs per box: _____ Cryovac pkg? _____ Y _____ N NOTE: ONLY AWARDED PRODUCT SPECIFIED WILL BE ACCEPTED FOR DELIVERY				
5	**Product Category:50192111** Turkey or Chicken Smoked Sausage TURKEY OR CHICKEN SMOKED SAUSAGE: Frozen, smoked, cooked. Roped or link sausage. No artificial coloring. Synthetic casing or skinless - pork casing will not be accepted. Continuous rope or links, 10 lbs/box. Box shall be stamped with the word, "turkey" or "chicken" in two-inch black letters. Product must have processed date stamped on the box and processed date must have been within 90 days of the delivery date to Wakefield. REQUESTED DELIVERY: 09/15/16 OR EARLIER Specify turkey or chicken: _____ Specify lbs per box: _____ NOTE: ONLY AWARDED PRODUCT SPECIFIED WILL BE ACCEPTED FOR DELIVERY	5,000	LB	_____	_____
6	**Product Category:50192111** Mechanically Separated Turkey or Chicken MECHANICALLY SEPARATED TURKEY OR CHICKEN Frozen, four (4) 10 lb tubes per case. 40 lbs per case. Product must have processed date stamped on the box and processed date must have been within 90 days of the delivery date to Wakefield. REQUESTED DELIVERY: 09/15/16 OR EARLIER Specify turkey or chicken: _____	2,000	LB	_____	_____

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Specify lbs per tube: _____ Specify no. tubes per case: _____ NOTE: ONLY AWARDED PRODUCT SPECIFIED WILL BE ACCEPTED FOR DELIVERY				
7	**Product Category:50192111** Turkey or Chicken Breakfast Patties TURKEY OR CHICKEN BREAKFAST SAUSAGE PATTIES: Frozen, all-meat product. To be chopped or ground to a slightly coarse texture and mixed with salt and spices. Mechanically formed to yield round patties. 2 oz size. 10 lbs per case. Product must have processed date stamped on the box and processed date must have been within 90 days of the delivery date to Wakefield. REQUESTED DELIVERY: 09/15/16 OR EARLIER Specify turkey or chicken: _____ Specify oz per patty: _____ Specify lbs per case: _____ NOTE: ONLY AWARDED PRODUCT SPECIFIED WILL BE ACCEPTED FOR DELIVERY	1,500	LB	_____	_____
8	**Product Category:50192111** Turkey Wings TURKEY WINGS: Frozen, 3 joints per wing, 28 to 33 wings per case. No feathers. Product must have processed date stamped on the box and processed date must have been within 90 days of the delivery date to Wakefield. REQUESTED DELIVERY: 09/15/16 OR EARLIER Specify no. of wings per case: _____	1,500	LB	_____	_____

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Specify lbs per case: _____				
9	**Product Category:50192111** 100% Ground Beef (Regular) 100% GROUND BEEF (REGULAR): Frozen, fat content not to exceed 20% packed in 10 lb tube-type bags. 50 pounds per box. Stacked 40 boxes per pallet and wrapped. Pallets will be exchanged. Product must have processed date stamped on the box and processed date must have been within 90 days of the delivery date to Wakefield. REQUESTED DELIVERY: 09/15/16 OR EARLIER Specify lbs per tube: _____ Specify no. tubes per case: _____	6,000	LB	_____	_____
10	**Product Category:50192111** 100% Pure Ground Beef Patties (Regular) 100% PURE GROUND BEEF PATTIES (REGULAR): Frozen, fat content not to exceed 20%. Stacked in boxes in layers separated by waxed paper. 4 oz size, round. 10 lbs per box. Agency will not accept patties with any added fillers such as TVP (Texturized Vegetable Protein). Product must have processed date stamped on the box and processed date must have been within 90 days of the delivery date to Wakefield. REQUESTED DELIVERY: 09/15/16 OR EARLIER Specify oz per patty: _____ Specify lbs per box: _____	7,000	LB	_____	_____
11	**Product Category:50192111** Beef Round Roast Gooseneck BEEF ROUND ROAST GOOSENECK: Frozen, untrimmed, fat thickness not to exceed 1/2 inch. Each individual roast must be cryovac or vacuum	2,000	LB	_____	_____

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	packaged. Approximately 60 lbs per box. Product must have processed date stamped on the box and processed date must have been within 90 days of the delivery date to Wakefield. REQUESTED DELIVERY: 09/15/16 OR EARLIER Specify lbs per box: _____ Cryovac Pkg? ____ Y ____ N				
12	**Product Category:50192111** Pork Loin Chops PORK LOIN CHOPS: From whole loins, frozen, end to end. Cut 1/2 inch thick, 4 to 6 oz per chop. 10 lbs per box. Layers to be separated by waxed paper. Product must have processed date stamped on the box and processed date must have been within 90 days of the delivery date to Wakefield. REQUESTED DELIVERY: 09/15/16 OR EARLIER Specify oz. per portion: _____ Specify lbs. per box: _____	8,000	LB	_____	_____
13	**Product Category:50192111** Boneless Pork Roast BONELESS PORK ROAST: Fresh, uncured, frozen, Boston Butt, boneless. Fat thickness not to exceed 1/2 inch. Each roast to be individually bagged, or cryovac/vacuum packaged. Packed in approximately 40 lb case. Product must have processed date stamped on the box and processed date must have been within 90 days of the delivery date to Wakefield. REQUESTED DELIVERY: 09/15/16 OR EARLIER Specify lbs per case: _____	2,500	LB	_____	_____

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Cryovac Pkg? ____ Y ____ N				
14	**Product Category:50192111** Frankfurters FRANKFURTERS Frozen, beef and pork, smoked, cooked, linked, skinless, no artificial coloring. Size: 8 links per lb, 6 inches per link Packed four 10 lb boxes per case. *** MUST BE CRYOVAC OR VACUUM PACKAGED Product must have processed date stamped on the box and processed date must have been within 90 days of the delivery date to Wakefield. REQUESTED DELIVERY: 09/15/16 OR EARLIER Specify links per lb: _____ Specify inches per link: _____ Specify lbs per box: _____ Specify no. boxes per case: _____ Cryovac Pkg? ____ Y ____ N	600	LB	_____	_____
15	**Product Category:50192111** Bacon BACON: Frozen, sliced, skinless, cured and smoked. 18-22 slices per lb, 8-10 inches per slice. Surface lean on the face side of the slice shall extend for a combined distance of at least 75% of the length of the slice. Fat content not to exceed 61%. Packed 15 lbs hotel pack/bulk pack only. Product must have processed date stamped on the box and processed date must have been within 90 days of the delivery date to Wakefield. REQUESTED DELIVERY: 09/15/16 OR EARLIER Specify no. slices per lb: _____	1,200	LB	_____	_____

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Specify inches per slices: _____ Specify lbs per pack: _____				
16	**Product Category:50192111** Smoked Sausage with Pork SMOKED SAUSAGE WITH PORK: Pure pork sausage with no binders or extenders. Must be ground to a moderately coarse texture. Endless link (rope style). Stuffed into natural hog or sheep casing. Product must be delivered frozen. Packed 10 lbs per case. Box shall be stamped with the word "pork" in two-inch black letters on the side. Product must have processed date stamped on the box and processed date must have been within 90 days of the delivery date to Wakefield. REQUESTED DELIVERY: 09/15/16 OR EARLIER Specify lbs per case: _____	4,000	LB	_____	_____
17	**Product Category:50192111** Pork Ham PORK HAM: Frozen, boneless, skinless, smoked. Cured, fully cooked. Select #1, Size 10 to 14 lbs per ham. Individually plastic wrapped. Packed 10 lbs per box. Product must have processed date stamped on the box and processed date must have been within 90 days of the delivery date to Wakefield. REQUESTED DELIVERY: 09/15/16 OR EARLIER Specify lbs per ham: _____ Specify lbs per box: _____	600	LB	_____	_____
18	**Product Category:50192111** Catfish Nuggets CATFISH NUGGETS:	2,100	LB	_____	_____

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Individually quick frozen, bulk packed. Boneless, skinless. Farm raised, raw product. Packed 15 lbs per box. ** DOMESTIC ONLY. Product must have processed date stamped on the box and processed date must have been within 90 days of the delivery date to Wakefield. REQUESTED DELIVERY: 09/15/16 OR EARLIER Specify lbs per box: _____				
19	**Product Category:50192111** Breaded Chicken Fried Steak Patties CNL BREADED CHICKEN FRIED STEAK PATTIES CNL: Frozen, packed sixty-two 4 oz. portions per case. Fully cooked, 15 lbs per case. MUST HAVE CHILD NUTRITION LABEL AT THE TIME OF DELIVERY. **FEDERAL LAW 7CFR PART 3016.60 (C) REFERENCED IN THIS DOCUMENT APPLIES TO THIS LINE ONLY Product must have processed date stamped on the box and processed date must have been within 90 days of the delivery date to Wakefield. REQUESTED DELIVERY: 09/15/16 OR EARLIER Specify oz per portion: _____ Specify no. portions per case: _____ Specify lbs per case: _____	400	LB	_____	_____
20	**Product Category:50192111** Breaded Fish Portions (Pollock) BREADED FISH PORTIONS (POLLOCK): Frozen, raw, breaded, regular filet block product. No more than 25% breading. 4 oz square and/or rectangular shape. ** Species: Alaskan Pollock. Stacked on pallets and wrapped.	3,000	LB	_____	_____

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	6 lb boxes, 10 boxes per 60 lb master case with date of packing in the upper right hand corner of container in which product is packed. PRODUCT MUST HAVE BEEN MANUFACTURED WITHIN 120 DAYS OF DELIVERY ** MUST MEET U.S. GRADE A REQUIREMENT OF 50 CFR 264-E. REQUESTED DELIVERY: 09/15/16 OR EARLIER Specify oz. per portion: _____ Specify lbs per box: _____ Specify no. boxes per master case: ____				
21	**Product Category:50192111** Salisbury Patties SALISBURY PATTIES: Frozen, raw, oval shaped, 4 oz. portion, 10 lbs per case (40 count) Ingredients: Beef, mechanically separated chicken, water, textured soy flour, sugar, dehydrated onion, beef stock seasoning (salt, hydrolyzed soy and corn protein, spices and natural flavoring, dextrose, onion powder), isolated soy protein. Product must have processed date stamped on the box and processed date must have been within 90 days of the delivery date to Wakefield. REQUESTED DELIVERY: 09/15/16 OR EARLIER Specify oz per portion: _____ Specify lbs per case: _____	4,000	LB	_____	_____
22	**Product Category:50192111** Pork Sausage Breakfast Patty PORK SAUSAGE BREAKFAST PATTY: Frozen, all pork breakfast patties. To be 2 oz. seasoned with salt and spices. No sage. Packed 10 lbs per case. Product must have processed date stamped on the box and processed date must have been within 90 days of the	2,000	LB	_____	_____

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	delivery date to Wakefield. REQUESTED DELIVERY: 09/15/16 OR EARLIER Specify oz. per patty: _____ Specify lbs per case: _____				
23	**Product Category:50192111** Pork Sausage Breakfast Links PORK SAUSAGE BREAKFAST LINKS: Frozen, all pork breakfast link. Seasoned with salt and spices. Skinless or stuffed into edible collagen casings. Size: 14-16 links per pound. Packed 10 lbs. per case. Product must have processed date stamped on the box and processed date must have been within 90 days of the delivery date to Wakefield. REQUESTED DELIVERY: 09/15/16 OR EARLIER Specify no. links per lb: _____ Specify lbs per case: _____	600	LB	_____	_____
24	**Product Category:50192111** 100% Ground Beef (Low Fat) 100% GROUND BEEF (LOW FAT): Frozen, fat content not to exceed 15%. Packed in 10 lb tube-type bags. 50 pounds per box. Stacked 40 boxes per pallet and wrapped. Pallets will be exchanged. Product must have processed date stamped on the box and processed date must have been within 90 days of the delivery date to Wakefield. REQUESTED DELIVERY: 09/15/16 OR EARLIER Specify lbs per tube: _____ Specify no. tubes per case: _____	1,000	LB	_____	_____
25	**Product Category:50192111** Young Turkey Necks	6,000	LB	_____	_____

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	YOUNG TURKEY NECKS Frozen, to be whole, not cut up. To be boxed in 30 lb cases. Product must have processed date stamped on the box and processed date must have been within 90 days of the delivery date to Wakefield. REQUESTED DELIVERY: 09/15/16 OR EARLIER Specify no. lbs. per case: _____				

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, EXECEPT 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 SPECIFCATIONS 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 DESCRIBIING 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 SUCCESFUL 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 SPECIFED 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 READJUSMENT 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 AWARDING 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 REHABILITION 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.

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.