



# STATE OF LOUISIANA

FAX BID

**RESPONSES MUST BE RECEIVED BY**  
12/30/9999  
09:00 AM CST

Vendor No.: \_\_\_\_\_  
Solicitation: 3000006281  
Opening Date: 12/30/9999

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

**SUBMIT FAX RESPONSE**  
**TO :**  
**S14/G001-PROCURE-PURCH/WAREHOUSE**

**Fax Number:** 225-379-1862

**RFx Number:** 3000006281  
**Version:** 2  
**Buyer:** JENNIFER FONTENOT  
**Buyer Phone:** 225-379-1441  
**E-Mail:** jennifer.fontenot@la.gov  
**Scheduled Begin Date:**  
**Scheduled End Date:**  
**T-Number:**

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:** Temporary Public Bus Transportation

**Notice to bidder:**  
This bid has been canceled due to technical issues. The contract was awarded to Hotard Coaches, Inc.

**RFx text:**  
This is a request for a fax quote only. This is not an order. Return by fax to: 225-379-1862 or 225-379-1481.

Contract to provide public bus transportation services to residents affected by recent flooding in Baton Rouge and surrounding areas for an initial period of three (3) weeks beginning Monday, August 29, 2016. Established routes are between Baton Rouge and Central, Denham Springs, Gonzales, Prairieville, Walker and Zachary, Louisiana.

At the option of DOTD and acceptance by the contractor, this contract may be extended on a week to week basis beyond the initial three (3) week period at the same prices, terms and conditions. Total

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

contract period not to exceed three (3) months.

NOTE: Refer to standard terms and conditions herein for additional instructions.

**SPECIAL INSTRUCTIONS:**

Unit price bid must not exceed two digits to the right of the decimal point. Unit price submitted beyond two digits will be rounded off to the nearest second digit.

Should bid in correct unit of measure shown to be considered for award. Quote submitted in any other unit of measure may not be considered.

The quantities listed below are estimated usage only. No quantities are guaranteed. Only actual quantities needed will be ordered by DOTD. In the event a greater or lesser quantity is needed, the right is reserved by DOTD to increase or decrease the amount at the unit price stated in the bid.

Bidders to provide a weekly, Monday through Friday, rate per route as shown on each line item. Weekly rate to include all costs involved with the pick up and drop off of passengers at the stated times and locations, including but not limited to drivers, buses, gas, etc., no additional fees will be allowed. Contractor must provide 55 passenger wheelchair accessible buses and licensed bus drivers at the routes stated below beginning Monday, August 29, 2016. If bidder is unable to begin services August 29, 2016, bidder will not be considered for award.

NOTE: There are eight (8) routes total, four (4) AM routes and four (4) PM routes. Passengers are to be picked up and/or dropped off at the stated times and locations per route.

DOTD reserves the right to temporarily suspend or cancel a stop(s) within a route, any route within the contract, or cancel the contract in its entirety at any point during the contractual period. Changes or cancelations will be given by written notice to the contractor.

A designated DOTD contract monitor shall monitor the performance of the Contractor verifying, on a daily basis during the term of this contract, that the equipment is being properly maintained and the performance goals are being achieved in an approved manner.

The DOTD contract monitor is as follows:

Donna Lavigne  
1201 Capitol Access Road, Room S-501  
Baton Rouge, LA 70802  
Ph: 225-379-3055  
donna.lavigne@la.gov

**Record Retention and Audit**

The contractor shall retain all documents, papers, files, books, and accounting records, appropriate financial records, and other documents relevant to this contract for a period of three (3) years following final payment.

The DOTD auditor, the Legislative Auditor of the State of Louisiana, the Office of the Governor, Division of Administration Auditors, and/or Federal Emergency Management Association auditors shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under the contract. Records shall be made available during normal working hours for this purpose.

**Insurance Requirements:**

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Insurance shall be carried by the contractor and a certificate of insurance shall be furnished no later than Friday, August 26, 2016 in order to receive award. The limits of such insurance shall follow the attached requirements and shall be from a company licensed to do business in the State of Louisiana. See attached insurance requirements.

Basis of Award:

Award to be to the overall low bidder meeting all requirements of the bid.

PAYMENT:

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources, DOTD strongly encourages vendors to participate in accepting Electronic Funds Transfer (EFT) payments.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information is available at <http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf>.

VENDOR REGISTRATION:

Vendor registration should be completed in LaPAC prior to bid submission. This only applies to those vendors that have not registered in LaPAC.

Vendor registration must be completed prior to award.

Receipt of a solicitation or award cannot be relied upon as an assurance of receiving future solicitations. In order to receive e-mail notification of solicitations/awards from this office, you must enroll in the proper category on LaPAC at the following web site:  
<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>.

Bidders who are a Louisiana or foreign LLC or Corporation should be appropriately registered with the Louisiana Secretary of State.

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
1	<b>Product Category:78111800</b> AM Route 1  Monday through Friday Only  6:00 A.M. - Tanger Outlet Mall (I-10 at LA 30), Tanger Boulevard, Gonzales, LA 70737  6:30 A.M. - Dutchtown Crossing Shopping Center, 13375 LA 73, Geismar, LA 70734  7:15 A.M. - Downtown Baton Rouge (Two Stops), corner of 4th St. and Main St. AND corner of 4th St. and Florida St.  7:30 A.M. - Baton Rouge CATS Terminal, corner of Florida	3	WK		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	St. and 22nd St.				
2	<p><b>Product Category:78111800</b>            AM Route 2</p> <p>Monday through Friday Only</p> <p>6:00 A.M. - Winn Dixie, 28145 Walker South Rd., Walker, LA 70785</p> <p>6:30 A.M. - Walgreens, 101 Florida Ave. SE, Denham Springs, LA 70726</p> <p>7:15 A.M. - Downtown Baton Rouge (Two Stops), corner of 4th St. and Main St. AND corner of 4th St. and Florida St.</p> <p>7:30 A.M. - Baton Rouge CATS Terminal, corner of Florida St. and 22nd St.</p>	3	WK		
3	<p><b>Product Category:78111800</b>            AM Route 3</p> <p>Monday through Friday Only</p> <p>6:30 A.M. - Central City Hall, 13421 Hooper Rd., Central, LA 70818</p> <p>7:15 A.M. - Downtown Baton Rouge (Two Stops), corner of 4th St. and Main St. AND corner of 4th St. and Florida St.</p> <p>7:30 A.M. - Baton Rouge CATS Terminal, corner of Florida St. and 22nd St.</p>	3	WK		
4	<p><b>Product Category:78111800</b>            AM Route 4</p> <p>Monday through Friday Only</p> <p>6:30 A.M. - Lane Medical Plaza and Outpatient Diagnostic Center, 6300 Main St., Zachary, LA 70791</p> <p>7:15 A.M. - Downtown Baton Rouge (Two Stops), corner of 4th St. and Main St. AND corner of 4th St. and Florida St.</p> <p>7:30 A.M. - Baton Rouge CATS Terminal, corner of Florida St. and 22nd St.</p>	3	WK		
5	<b>Product Category:78111800</b>	3	WK		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	PM Route 5  Monday through Friday Only  5:15 P.M. - Baton Rouge CATS Terminal, corner of Florida St. and 22nd St.  5:30 P.M. - Downtown Baton Rouge (Two Stops), corner of 4th St. and Main St. AND corner of 4th St. and Florida St.  6:15 P.M. - Dutchtown Crossing Shopping Center, 13375 LA 73, Geismar, LA 70734  6:45 P.M. - Tanger Outlet Mall (I-10 at LA 30), Tanger Boulevard, Gonzales, LA 70737				
6	<b>Product Category:78111800</b> PM Route 6  Monday through Friday Only  5:15 P.M. - Baton Rouge CATS Terminal, corner of Florida St. and 22nd  5:30 P.M. - Downtown Baton Rouge (Two Stops), corner of 4th St. and Main St. AND corner of 4th St. and Florida St.  6:15 P.M. - Walgreens, 101 Florida Ave. SE, Denham Springs, LA 70726  6:45 P.M. - Winn Dixie, 28145 Walker South Rd., Walker, LA 70785	3	WK		
7	<b>Product Category:78111800</b> PM Route 7  Monday through Friday Only  5:15 P.M. - Baton Rouge CATS Terminal, corner of Florida St. and 22nd St.  5:30 P.M. - Downtown Baton Rouge (Two Stops), corner of 4th St. and Main St. AND corner of 4th St. and Florida St.  6:15 P.M. - Central City Hall, 13421 Hooper Rd., Central, LA 70818	3	WK		
8	<b>Product Category:78111800</b>	3	WK		

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<b>LINE</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Amount</b>
	PM Route 8  Monday through Friday Only  5:15 P.M. - Baton Rouge CATS Terminal, corner of Florida St. and 22nd St.  5:30 P.M. - Downtown Baton Rouge (Two Stops), corner of 4th St. and Main St. AND corner of 4th St. and Florida St.  6:15 P.M. - Lane Medical Plaza and Outpatient Diagnostic Center, 6300 Main St., Zachary, LA 70791				

## INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
  2. ALL BID PRICES MUST BE TYPED OR HAND PRINTED. 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 BY A PROPERLY AUTHORIZED PARTY.
  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. 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.
  9. 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 BY A PERSON AUTHORIZED TO BIND THE VENDOR. ALL BID INFORMATION SHALL BE HAND PRINTED OR TYPEWRITTEN.
  10. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.
  11. CONFERENCE: ADDRESSED IN THE SPECIAL TERMS AND CONDITIONS SECTION IF APPLICABLE
  12. BID FORMS.  
ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED. BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:
    - A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND; AND
    - B. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.
- BIDS MUST BE FAXED AS SPECIFIED IN THE SOLICITATION PRIOR TO TIME AND DATE INDICATED 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. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.
13. 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.
  14. 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.

15. RECEIPT OF FAX BIDS.

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 NO LATER THAN 72 HOURS AFTER BID RECEIPT. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

16. 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.

17. 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.

18. DELIVERIES.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. APPLICABLE LAW.

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

26. 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.

27. 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.

28. 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.

29. 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

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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.

30. IN ACCORDANCE WITH LOUISIANA LAW, ALL CORPORATIONS (SEE, R.S. 12:163) AND LIMITED LIABILITY COMPANIES (SEE, R.S. 12:1308.2) MUST BE IN GOOD STANDING WITH THE LOUISIANA SECRETARY OF STATE IN ORDER TO HOLD A CONTRACT WITH THE STATE.