



STATE OF LOUISIANA

Office of State Procurement
INVITATION TO BID

RESPONSES WILL BE
PUBLICLY OPENED AT THE
PHYSICAL ADDRESS BELOW

10/04/2016
10:00 AM CST

Vendor No.: _____
Solicitation: 3000006312
Opening Date: 10/04/2016

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: 3000006312

Version: 2

Buyer: VICKY HEBERT

Buyer Phone: 225-342-4824

E-Mail: vicky.hebert@la.gov

Scheduled Begin Date:

Scheduled End Date:

T-Number:

Ship To Address:

DEQ CENTRAL RECEIVING
602 NORTH 5TH STREET, ROOM 140
BATON ROUGE, LA 70802

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: *Mandatory Site visit* Delatte Metals

Notice to bidder:

Addendum No. 1 - Extend Bid Opening Date
September 19, 2016

Your reference is directed to RFx No. 3000006312 for Delatte Metals Site O&M, which is scheduled to open at 10:00 a.m. (CT) on September 29, 2016.

SEE ATTACHED ADDENDUM No. 1#

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

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All vendors that wish to receive email notifications of bid opportunities must be registered in LaGov

RFx text:

PLEASE PRINT ALL ATTACHMENTS TO ENSURE ALL DOCUMENTS RELATED TO THE RFx ARE REVIEWED PRIOR TO BIDDING

All documents associated with this RFx should be included in the bidder’s submission.

- Bid documents include:
- Attachment A – Terms & Conditions – pages 1-19
 - Attachment 1 – Specifications – pages 1-16
 - Appendix A– Blank Experience Table – pages 1-1
 - Appendix B - Blank Experience Table - pages 1-1
 - Exhibit A – New FAC Model, page 1-1
 - Exhibit B – Hold Harmless Document – pages 1-1
 - Exhibit C – Sign-In Sheet – pages 1-1

Bid delivery instructions for State Procurement:
Refer to page 1 in Attachment A – Terms & Conditions

To establish a contract for the operation and maintenance (O&M) of the groundwater monitoring system of the Delatte Metals Superfund Site.

Contract period is from November 1, 2016 through October 31, 2017.

The contractor will be required to provide the methods and resources (personnel, supervision, materials, supplies, and equipment) necessary to perform the tasks described in the specifications. All equipment must be in good working order and available to the contractor when needed, whether contractor-owned or leased. All support equipment and accessories necessary to operate and maintain the equipment will be provided by the contractor. All lifting equipment must comply with OSHA requirements. All instrumentation must be in sound working condition and calibrated prior to use.

The contractor will be required, at his own time and expense, to secure all permits, licenses and certificates that may be required of him by law for the performance of the requirements of the contract. The contractor must comply with all federal, state and local laws, ordinances, rules and regulations relating to the performance of the work.

The specifications document included in this invitation to bid describes the requirements and tasks to be completed by the contractor.

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All work to be provided under this contract will be paid in accordance with line items. Prices for each line item in the bid shall include all direct and indirect costs associated with that line item. No other items than bid lines 1-19 shall be billed to LDEQ.

Bidders are reminded not to add lines to the pricing sheet or insert other categories and prices in any manner. If discrepancies are found in the pricing structure, such discrepancies must be related to LDEQ during the bidder inquiry period.

A mandatory site visit will be held at the jobsite on:

September 8, 2016 @10:00 a.m.

Jobsite Address:
Delatte Metals Superfund Site
19113 Weinberger Rd.
Ponchatoula, LA 70454

IMPORTANT: In accordance with R.S. 37:2163A contractor's license number in the appropriate classification(s) such as hazardous materials and/or hazardous waste treatment or removal and/or hazardous materials cleanup and removal and/or hazardous materials site remediation work must appear on the bid opening envelope on all projects in the amount of \$1 or more as enacted by House Bill No. 556 Act 725 2008 Legislature.

In accordance with LA R.S. 37:2163, anyone objecting to the classification must send a certified letter to both the Louisiana State Licensing Board for Contractors and the Office of State Procurement. The letter must be received no later than ten working days prior to the day on which bids are to be opened.

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
1	Product Category:77101505 Attendance at Commencement Conference The Contractor shall attend a commencement conference at Department Headquarters in Baton Rouge or on-site within seven (7) days of award. The Contractor shall come to the conference prepared to request clarification of any issues not clearly understood by him. Line 1 shall be a lump sum. The Department reserves the right to waive the conference.	1	LOT		
2	Product Category:77101505 Prep & Revision O&M Manual & QAPP The Contractor shall prepare and submit a revised O&M Manual and Quality Assurance Project Plan (QAPP) to the Department according to the timeframe listed in the schedule above. The Contractor shall abide by the EPA Requirements for O&M Manuals & QAPPs. The Contractor shall submit three copies of the QAPP to:	1	LOT		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	<p>#Gary A. Fulton, Jr., Administrator #Underground Storage Tank & Remediation Division #P.O. Box 4312 #Baton Rouge, LA 70821-4312</p> <p>The Department will require revisions to the O&M Manual and QAPP as necessary. Line 2 shall be a lump sum and shall include all direct and indirect costs related to QAPP preparation and revision, as applicable. The previous QAPP is located in EDMS for reference, EDMS Document ID No. 9398265. The latest (2004) version of the O&M Manual may be found at http://www.deq.louisiana.gov/portal/Portals/0/remediation/DELATTE_METALS_OM.pdf</p>				
3	<p>Product Category:77101505 Operation/Maintenance/Related Activities</p> <p>Line 3 shall be an Operation and Maintenance per well unit rate (due to the possibility in the future to discontinue the monitoring of some wells, which is not anticipated by the Department). The per well unit rate for Line 3 shall include all activities discussed in this Specification document (other than payment items listed separately above and below) as well as all activities described in the O&M Manual (after revision) referenced herein, as well as with the Contractor's QAPP approved by the Department. The O&M rate per well shall include, but not be limited to: project management, general site management, mobilization, health and safety considerations, sampling, sampling equipment, well inspections, preparation of wastes for disposal, transport of wastes, decontamination, demobilization, analysis, and data validation. Note: Based on previous site work, individual semi-annual sampling events (on-site and off-site work) have lasted approximately one week. Please note this time will change based on the future modifications to the O&M Program, if required.</p> <p>All on-facility monitoring wells must be sampled using low flow sampling techniques. Please refer to EPA website address list below for guidance on low-flow groundwater sampling procedures: http://www.epa.gov/superfund/remedytech/tsp/download/gw_sampling_guide.pdf, http://www.epa.gov/region9/qa/pdfs/finalsopls1217.pdf</p> <p>Regarding validation, bidders are referred to the O&M Manual. Only 10% of the analytical data shall be validated. Due to validation, a level IV, fully-supported data package</p>	94	EA		

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	<p>shall be required from the lab.</p> <p>Please refer to the Operation and Maintenance Manual for specifics regarding sampling and analysis. Metals that will be sampled include: arsenic, cadmium, lead, manganese, nickel, and zinc. The samples shall be analyzed for total metals. If water quality parameters have stabilized within the allowable variances, and the turbidity is above 10 nephelometric turbidity units (NTU), the sampling team will collect a total and dissolved metals sample.</p> <p>Additionally, specific monitoring wells will be sampled for sulfides (EPA Method 9034) and sulfates (EPA Method 9056). Refer to above section "Modifications to the O&M Program" for the specific monitoring wells selected for sulfide and sulfate testing.</p> <p>Use of a CLP laboratory is not a requirement for this project; however, as listed in the bid document, the laboratory to be used must be accredited by LELAP. The required method is ILM05.2. For consistency, the Department will allow no substitute methods for this project.</p> <p>Regarding inspections, the following process shall be followed:</p> <p>Delatte Metals O&M Inspection Checklist</p> <p>1.#Visually inspect all monitoring wells. #a. #Are wells clearly labeled? #b.#Is there standing or ponded water? #c.#Is there evidence of collision damage? #d.#Is there evidence of frost heaving? #e.#Is there evidence of casing degradation? #f.#Are all wells locked? #g.#Is there evidence of well subsidence #h.#Were there any photos taken?</p> <p>2.#Visually inspect PRB cap. #a.#Is the soil overlying the PRB cracked, eroded, or show any other pathways that could allow for surface water to enter the subsurface? #b.#If subsidence results in low area developing over the PRB, additional soil may need to be imported the raise the soil higher than the surrounding areas to minimize infiltration.</p>				

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	3.#Verify that all IC's remain in place. #a. #Inspect the deed files for the property during the time of sampling to ensure that IC's remain in place. #b.#Document any reuse of the Site to ensure that it is within the allowable parameter, industrial, as set by the IC. #c.#Report any additional information or discussion related to future reuse, either city planning or developer purchasing.				
4	Product Category:77101505 Surface Water Sample Collection/Analysis A per sample unit rate The per sample unit rate for Line 4 shall include all activities collection, analysis, equipment, supplies, labor, analysis, reporting, and data analysis. The samples will collected from the following EPA ERT established sampling locations: two surface water samples from the north tributary (CL-05 and CL-19), two samples from Selzer's Creek at the confluence of the northern and southern tributaries (CA-51 and CA-41) and one sample will be collected near the bridge at Esterbrook Road to serve as the upgradient sample location (refer to Exhibit A). The surface water samples will be analyzed for the same COCs as the monitoring wells (metals). Metals will be analyzed on a total and dissolved basis.	10	EA		
5	Product Category:77101505 Qtrly/Semi-Annual Report+Hist. Analysis The Contractor shall submit quarterly reports according to the Deliverables section above. The report shall be submitted according to the mailing procedures indicated above. The Department will review the report and provide comments as applicable. The Contractor shall address all Department comments, and revise the report as applicable. Line 5 shall be on a per report basis, to include initial preparation of the report, and revisions as applicable.	6	EA		
6	Product Category:77101505 Return to Grade Areas of PRB The Contractor shall provide clean fill material, labor, equipment and transportation to return to grade areas of the PRB exhibiting significant subsidence as well as areas in the immediate vicinity of the PRB to prevent collapse of the wall. This work will be performed as directed by the Department. Line 6 shall be on a per cubic yard basis which shall include labor, material, equipment and	200	YD3		

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	transportation to bring clean fill material to the site. Receipts shall be provided to verify quantities; price may be blacked out on provider receipts. Based on current conditions, 200 cubic yards of fill material will be needed to return the PRB and areas near the PRB to grade; however, it is anticipated that future events will not exceed a volume of 100 cubic yards for completion of this additional task if needed due to unforeseen circumstances and will be handled by the Department on a case-by-case basis in regard to the purchase order units.				
7	<p>Product Category:77101505 Return to Grade/Repair Access Road</p> <p>Line No. 7 through No. 13 are contingency, as-needed items with the exception of the initial projects of returning to grade the PRB and areas surrounding the PRB and the repair of the access road.</p> <p>*****</p> <p>The Contractor will have to maintain and repair the limestone rock access road that leads from the former location of the lead smelter building to the section of the site that contains the PRB. This task will consist of the filling in of the current areas of the road with an appropriate type of fill material, if required, and then returned to grade. Upon completion of grading, the Contractor will obtain limestone rocks to fill in the areas of the access road that currently require repair. The limestone base should consist of a 3 inch thick layer of limestone rock which will not exceed ten feet in width. Line 7 shall be on a per cubic yard basis which shall include labor, material, equipment and transportation to bring limestone rock to the site. Based on the current conditions of the access road, the Department has calculated that 15 cubic yards of limestone is needed to address the areas of the access road that require repair. Grey 57 is the preferred limestone rock to use for road preparation; how Grey 610 is acceptable.</p>	15	YD3		
8	<p>Product Category:77101505 Well Labels</p> <p>The Contractor shall replace well labels, as directed by the Department. The type of label shall be the same or equivalent as the labels currently on site. Line 8 shall be on a per label basis.</p>	10	EA		
9	<p>Product Category:77101505</p>	20	EA		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	<p>Well Locks</p> <p>The Contractor shall replace well locks, as directed by the Department. The type of lock shall be the same as the locks currently on site (or equivalent). Line 9 shall be on a per lock basis. The Department will obtain a copy of all keys to well locks during the quarter ending December 2016. The current locks will transfer with the site and will be replaced on an as-needed basis. If locks are damaged, the contractor will be required to replace the locks as directed by the Department.</p>				
10	<p>Product Category:77101505 Concrete Pad</p> <p>The Contractor shall replace well concrete pads, as directed by the Department. The type of concrete pad shall be the same as the concrete pads currently on site. Line 10 shall be on a per concrete pad basis. Characterization, transport, and/or disposal (as necessary) of the old material shall be considered an indirect cost and shall be built into the unit rate.</p>	5	EA		
11	<p>Product Category:77101505 Well Cover</p> <p>The Contractor shall replace well covers, as directed by the Department. The type of well cover shall be the same as the well covers currently on site. Line 11 shall be on a per well cover basis. Characterization, transport, and/or disposal (as necessary) of the old material shall be considered an indirect cost and shall be built into the unit rate.</p>	5	EA		
12	<p>Product Category:77101505 Repainting (EA = per well)</p> <p>The Contractor shall repaint individual wells, as directed by the Department. The repainting shall be in the manner of the wells currently on site. Line 12 shall be on a per well basis.</p>	10	EA		
13	<p>Product Category:77101505 Post Replacement (EA = per post)</p> <p>The Contractor shall replace well posts, as directed by the Department. The type of posts shall be the same as the posts currently on site. Line 13 shall be on a per post basis. Characterization, transport, and/or disposal (as necessary) of the old material shall be considered an</p>	10	EA		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	indirect cost and shall be built into the unit rate.				
14	Product Category:77101505 Clearing Access to Wells The Contractor shall clear access to the wells to allow for on-site activities, only as directed by the Department. The contractor will only have to clear access to the wells to be sampled. It is not a requirement for the contractor to dispose of all cuttings upon completion of activities. The area cleared for the sampling events may be mulched in place. Line 14 shall be on a per clearing event basis.	4	EA		
15	Product Category:77101505 Characterization/Profiling RE: Disposal All characterization and profiling of waste material related to disposal shall be the responsibility of the Contractor. The bid for line 15 shall be a unit rate each characterization/profiling event, estimated 4, and shall include all direct and indirect costs related to waste characterization and profiling for disposal purposes. According to State regulations, hazardous waste may be stored on site for up to 90 days without a permit and must be disposed within the 90 day time frame, if applicable. Non-hazardous waste shall be disposed when the collected purge water is at 80% of the total volume of the drum. Bidders are reminded that all records for this site can be found in Public Records per the Bid Special Terms and Conditions. The bid document allows bids for both hazardous and non-hazardous disposal costs, and reimbursement shall occur based upon characterization results. The Department cannot guarantee that materials will be categorized as non-hazardous.	4	EA		
16	Product Category:77101505 Disposal Decon/Purge Water HAZ The Contractor shall dispose of all decon water and purge water at an appropriate permitted disposal facility according to applicable laws and regulations. Line 16 shall include all costs for disposing of decon water and purge water as hazardous and shall be on a per gallon basis.	440	GAL		
17	Product Category:77101505 Disposal Decon/Purge Water NONHAZ	440	GAL		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	The Contractor shall dispose of all decon water and purge water at an appropriate permitted disposal facility according to applicable laws and regulations. Line 17 shall include all costs for disposing of decon water and purge water as non-hazardous and shall be on a per gallon basis.				
18	Product Category:77101505 Disposal PPE/Equipment HAZ The Contractor shall dispose of all PPE, disposable sampling equipment, and all other items that come into contact with purge water or decon water at an appropriate permitted disposal facility according to applicable laws and regulations. Such items shall be containerized into appropriate drums by the Contractor. Line 18 shall include all costs for disposing of PPE, disposable sampling equipment, etc. as hazardous and shall be on a per drum basis.	4	DRM		
19	Product Category:77101505 Disposal PPE/Equipment NONHAZ The Contractor shall dispose of all PPE, disposable sampling equipment, and all other items that come into contact with purge water or decon water at an appropriate permitted disposal facility according to applicable laws and regulations. Such items shall be containerized into appropriate drums by the Contractor. Line 19 shall include all costs for disposing of PPE, disposable sampling equipment, etc. as non-hazardous and shall be on a per drum basis.	4	DRM		

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 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.