



STATE OF LOUISIANA

RESPONSES WILL BE PUBLICLY OPENED

10/28/2016
10:00 AM CST

INVITATION TO BID

SUBMIT NON-ELECTRONIC RESPONSE TO :

**S14/G001-
PURCHASING/PROCUREMENT 1
PROCUREMENT SECTION, EW S-447
PO BOX 94245
BATON ROUGE LA 70804-9245**

RFx Number: 3000006542

Version: 2

Buyer: JULIE KENNISON

Buyer Phone: 225-379-1424

E-Mail: julie.kennison@la.gov

Scheduled Begin Date:

Scheduled End Date:

T-Number:

Vendor No.: _____

Solicitation: 3000006542

Opening Date: 10/28/2016

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

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: DOTD Contract-Supervision of Workforce

Notice to bidder:

Bid Opening Date has been extended by one day.

Addendum No. 1

Bid Opening Date has been changed from "10/27/16 at 10:00 am CST" to "10/28/16 at 10:00 am CST"

RFx text:

STATE OF LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT SPECIAL CONDITIONS AND SPECIFICATIONS FOR SUPERVISION OF A WORKFORCE PERFORMING REMOVAL OF VEGETATION, LITTER, TRASH, AND DEBRIS IN EAST BATON ROUGE AND ASCENSION PARISHES

This is a request for sealed bids only. This is not an order. Please note the RFx number and bid

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

opening date on the outside of your bid envelope.

Please print all attachments to ensure all documents related to the RFX are reviewed prior to bidding, including bid submission instructions, insurance requirements, list of locations, and explanation of pricing form.

Contract for the supervision of a workforce that will perform various types of services as specified within the provisions of this solicitation for a maximum twelve (12) month period beginning with date of award.

PURPOSE AND INTENTION:

The purpose and intention of this solicitation is to establish a contract between the Department of Transportation and Development (DOTD) and the successful bidder to provide the supervision of a workforce group acquired through the Louisiana Workforce Commission under the National Dislocated Worker Grant. This contract is directly between DOTD and the Contractor. Contractor to work directly with the Louisiana Workforce Commission to gather the proper workforce to accomplish the tasks as issued by the DOTD Project Manager.

SCOPE OF WORK:

Scope of work includes the supervision of a workforce group acquired through the Louisiana Workforce Commission under the National Dislocated Worker Grant to perform clean-up and removal of vegetation, litter, trash, and debris at various locations affected by the August 2016 flood throughout East Baton Rouge Parish and Ascension Parish. Contractor will be required to have on hand or immediately available all materials, equipment, safety equipment (vests, hard hats, gloves, etc.), transportation and training necessary for the workforce to perform the tasks as described herein during the life of the contract. Contractor to supervise the workforce in the performance of the following services at the potential locations provided for in East Baton Rouge and Ascension Parishes:

- Trimming and removal of limbs and vegetation along roadways, under overpasses or elevated sections of a roadway, at interchanges, on/off ramps, and along ditch banks that cross the roadway, fenced areas, and sidewalks. Services to be performed by workforce and supervised by contractor include the manual trimming and removal of living and/or dead brush, vegetation, and/or tree limbs located within the right-of-way as noted within a task order. The Contractor shall properly remove brush, vegetation and/or tree limbs. Burning of removed material is strictly prohibited within any Department-owned right-of-way.

To be considered vegetation under the terms of these specifications, the perennial's trunk must be no more than five (5) inches in diameter measured four (4) feet above the ground. Brush is defined as woody vegetation with a trunk less than five (5) inches in diameter measured four (4) feet above the ground or branches less than (5) inches in diameter.

The decision to undertake this labor and supervision is at the sole discretion of the DOTD Project Manager, and the absence of such labor and supervision will not invalidate the contract.

- Removal of litter, trash, and debris along roadways.

The area to be cleaned shall include all grassed areas, ditches, paved roadside shoulders, paved areas adjacent to median cable barriers, fences, and areas on and under overhead bridges. Litter, trash, and debris collected, piled or bagged on the roadside shall be removed from the right-of-way by the Contractor by close of business on the same work day. Bagged litter, trash, and debris shall not be placed in travel lanes or on paved shoulders.

Litter, trash, and debris are defined as all loose debris or rubbish, including, but not limited to, paper, cardboard, glass, empty containers, tires, treads, fallen tree limbs and shrubs, loose wood and concrete, etc., found within the right-of-way, that is not a component part of a facility, roadway, bridge or their attachments or appurtenances.

- Cleaning around Pump Stations to include removal of vegetation, litter, trash, and debris.

- Occasional operation of light equipment, provided by the Contractor, such as dump trucks, weed

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eaters, bush hogs, etc. necessary to perform the required services.

Contractor shall provide traffic control management while workforce is performing task orders. Contractor shall designate, at a minimum, one (1) workforce member to be trained in work zone traffic control and basic flagging. The DOTD Project Manager will coordinate and arrange for the required training with a DOTD District Training Specialist at no cost to the Contractor. Contractor to provide a list of trainees to the DOTD Project Manager for scheduling. Training of additional employees, after the initial DOTD training session, shall be the responsibility of the Contractor. No services shall be performed until the completion of this training. At all times, Contractor must have present at each location while services are being performed, at least one (1) person that has been through the above-described training.

All labor workforce furnished in connection with this contract shall be drawn from eligible recipients of Disaster Dislocated Worker Grant funds, as identified by the Louisiana Workforce Commission in accordance with Section 170(d)(2) of the Workforce Innovation and Opportunity Act. By submitting a bid in connection with this solicitation, Contractor agrees to comply with all requirements set forth by the Louisiana Workforce Commission and/or the federal government in connection with the use of Disaster Dislocated Worker Grant funds for this project. Contractor to contact Shannon Joseph of the Louisiana Workforce Commission, at 985-652-3471 or via email at SJoseph1@lwc.la.gov for details regarding the use of the grant. It is the Contractors responsibility to maintain all necessary documentation pursuant to the terms of the National Dislocated Worker Grant. Failure to adhere to this requirement may result in cancelation of this contract and non-payment for services rendered.

The Contractor shall record and document the amount of hours and type of litter, trash, and debris collected and remit dump tickets to the DOTD Project Manager for verification and recording.

BASIS OF AWARD:

Award to be made to the lowest responsive and responsible bidder meeting the requirements of this solicitation as determined by the DOTD Procurement Director.

TASK ORDERS:

A list of locations and services to be supervised by the contractor is attached. At the sole discretion of DOTD, the DOTD Project Manager will issue task orders for specific services to be provided at specific approved locations and times. Task orders also include allotted response time for completion of the services. The Contractor is responsible for the management and completion of each issued task order. The DOTD Project Manager will monitor the progress and performance of the supervisory services of labor for each task order. The Contractor shall begin the services ordered within the allotted response time and shall ensure completion of the services by the workforce within the time specified in each task order. Failure of the Contractor to begin the supervision of services within the specified time after notification or failure to continue the performance of the supervisory services with sufficient workforce and equipment to complete the services within the allotted time could be considered a violation of the contract provisions and may result in cancellation of the contract.

DOTD reserves the right to increase or decrease the number of hours necessary to complete task orders.

DOTD PROJECT MANAGER:

Lawanda Selders
8100 Airline Highway
Baton Rouge, LA 70815
Phone: (225) 231-4117

QUANTITIES:

The quantities listed 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.

INVOICING:

Upon completion of each task order and acceptance by the Department, the Contractor shall bill the Department by means of an invoice. Invoice must reference the Task Order Number, company name, vendor number, total number of billable hours for supervisory services to complete the task order, dump tickets, list of types of litter, trash, debris, vegetation and/or limbs removed, documentation for each worker which includes the workers name, number of hours worked and the staffing agency used to acquire the worker. Invoice must be reviewed and verified by the DOTD Project Manager before the thirty (30) day payment cycle begins.

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 five (5) years following final payment.

The DOTD auditor, the Legislative Auditor of the State of Louisiana, the Office of the Governor, Division of Administration Auditors, Louisiana Workforce Commission auditors, and/or federal government auditors shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years following final payment. Records shall be made available upon request during normal working hours for this purpose.

PRICES:

The hourly billable rate is to be inclusive of all costs necessary to meet the requirements of this contract. Cost shall include the hourly rate for the supervision of the workforce while completing task order(s), any costs associated with materials and/or equipment needed to perform the labor services, safety equipment, transportation of workforce, training, traffic control, and the cost to remove litter, trash, and debris. Pricing SHALL NOT include the direct cost of labor provided by the workforce acquired through the staffing agency(ies) identified by Louisiana Workforce Commission; no additional fees will be allowed.

It is recommended that interested bidders view the potential locations prior to bidding in order to assess the scope of work and determine their bid prices accordingly.

PAYMENTS:

Invoices will be paid by the Department within the discount period or within thirty calendar days from receipt of correct invoice. If contractor proposes a discount, discount period will start from receipt of correct invoice.

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.la.gov/OSRAP/EFTforWebsite.pdf>

INSURANCE REQUIREMENTS:

Insurance shall be carried by the contractor and a certificate of insurance shall be furnished within ten (10) days after notification. 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).

REJECTION OF BIDS:

The Department of Transportation and Development reserves the right to reject any and all bids and/or waive any informalities.

TERMINATION OF CONTRACT:

DOTD, at its sole discretion, reserves the right to perform any task orders within the limits of this contract, whether similar or different in scope to that to be performed under this contract and whether such services are performed with its own forces or by contract.

The Department, at its sole discretion, reserves the right to temporarily suspend or cancel task orders provided for herein at any point during the contractual period. Contractor will be notified, in writing, ten (10) days prior to changes or cancelations.

The Department reserves the right to terminate this contract prior to the end of the contract period upon giving a ten (10) day written notice to the contractor for unsatisfactory performance, unsatisfactory delivery, unsatisfactory service, failure to meet specifications, misrepresentation by the contractor, fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State, conflict of contract provisions with constitutional or statutory provisions of State or Federal Law, and/or any breach of contract.

The Department reserves the right to terminate this contract prior to the end of the contract period upon giving thirty (30) day written notice to the contractor if it is considered in the best interest of the Department.

Successful contractor may request cancellation of this contract upon giving thirty (30) day written notice to the DOTD Procurement Director.

All orders delivered prior to the effective date of such termination shall be paid for by the Department in accordance with the terms of the contract, whereupon all obligations of both parties to the contract shall cease.

In the event contract contains a provision entitled "Guarantees" such guarantees shall apply to all items delivered prior to termination.

INDEMNITY:

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measures, 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 employees.

However, the contractor shall have no obligations 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.

For good cause and as consideration for executing this contract, the contractor hereby conveys, sells, assigns and transfers to the State of Louisiana all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Antitrust Laws of the United States and the State of Louisiana, relating to the particular goods or services purchased or acquired by the State of Louisiana pursuant to the Department of Transportation and Development.

FEDERAL CLAUSES

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

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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.

SPECIAL INSTRUCTIONS:

Unit price 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.

Unit price for each item to include all costs necessary to meet the requirements of this contract. No additional cost will be allowed.

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 State Agency will consider written inquiries and requests for clarification of the content of this RFx received from potential bidders. Written inquiries must be received by Julie.Kennison@la.gov not later than Wednesday, October 19, 2016 at 10:00 am CST. DOTD’s email computer server clock will be considered the official time/date on email inquiries. DOTD reserves the right to modify the RFx should a change be identified that is in the best interest of the Department. Official responses will be posted on the LaPac website: <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> as an Addendum to the RFx by Friday, October 21, 2016 at 3:00 pm CST.

Bidders who are a Louisiana or foreign LLC or corporation should be appropriately registered with the Louisiana Secretary of State. Website: www.sos.la.gov/ Phone 225-925-4704.

Contractor is responsible for obtaining all applicable licenses and/or permits that must be issued by entities other than DOTD, if any are required, in order to perform the contract.

VENDOR REGISTRATION:

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

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 LaGov at the following web site:
https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
1	Product Category:72102900 Supervision of Workforce in EBR Parish Unit Price = Hourly billable rate for supervision of services performed in East Baton Rouge Parish as specified herein.	1,040	H		
2	Product Category:72102900 Supervision of Workforce in Ascension Unit Price = Hourly billable rate for supervision of services performed	1,040	H		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	in Ascension Parish as specified herein.				

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.