



# STATE OF LOUISIANA

Office of State Procurement  
INVITATION TO BID

**RESPONSES MUST BE RECEIVED BY**  
04/23/2019  
02:00 PM CST

Vendor No.: \_\_\_\_\_  
Solicitation: 3000012549  
Opening Date: 04/23/2019

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

**TO SUBMIT AN ELECTRONIC (ONLINE) RESPONSE CLICK THE LINK BELOW.**

**SUBMIT FAX RESPONSE**  
**TO : Office of State Procurement**

**Fax Number: 225-342-9756**

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

**RFx Number: 3000012549**  
**Version: 1**  
**Buyer: DEREK BURAS**  
**Buyer Phone: 225-342-5564**  
**E-Mail: derek.buras@la.gov**  
**Scheduled Begin Date:**  
**Scheduled End Date:**

**Ship To Address:**  
LDH PINECREST SUPP & SERV CTR PURCH  
100 PINECREST DRIVE, KINGSVILLE COMMUNITY  
PINEVILLE, LA 71360

### ONLINE BID RESPONSE LINK

[https://lagoverpvendor.doa.louisiana.gov/rfx?sapsrm\\_boid=269F7EAD44031EE997912641F041877F](https://lagoverpvendor.doa.louisiana.gov/rfx?sapsrm_boid=269F7EAD44031EE997912641F041877F)

QUESTIONS TO BE COMPLETED BY VENDOR	Required
1. _____ Have you reviewed all attachments to the bid invitation and answered all questions?	YES
2. _____ Have you entered pricing, or attached the pricing sheet (if applicable) to the bid response?	YES
3. _____ Have you attached / included all required files to the bid response?	YES
4. _____ Have you attached the signature page to the bid response?	YES
5. _____ Delivery will be made this number of days After Receipt of Order (ARO)	NO
6. _____ %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.	NO

**Name of Solicitation:** \*Re bid\*Fax Bid\* Fountain Beverages DHH

**RFx text:**

\*\*\*\*\*Fax Bid\*\*\*\*\*

All vendors must be registered in the LaGov system in order to: submit an online bid, have their bids tabulated by our office, and to receive automatic email notifications of bid opportunities.

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

Fax bid: 3000012549  
Date: 04/23/2019  
T-Number:

Bidder:

Page 2 of 9

To register as a vendor, access the following link:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg)

Please include a W-9 form with your bid if you are newly registered. Do not register again if you are already registered in the system. You will need a LaGov Vendor ID and Password in order to submit an online bid.

Bidders are invited to submit bids via the Online Bid Response Link on Page 1 of this bid invitation. Online bidding instructions are attached to this bid invitation.

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

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

Bid Documents Include:

Attachment A – Special Terms and Conditions – Pages 1-6

Attachment B – Line Item Responses - Page 1 - 2

Attachment C – Online Bidding Instructions – Pages 1-10

Bid delivery instructions for the Office of State Procurement:

Refer to Page 1 in Attachment A – Special Terms and Conditions

=====

To establish a contract to supply Fountain Beverages as specified for the DHH - Pinecrest, for a period of delivery beginning July 1, 2019 through June 30, 2020.

Resale:

All items are for canteen resale. Where listed, only brand name(s) specified will be accepted. No bid will be considered where bid is for other than brand name specified. Bids must be quoted in quantity and unit specified. (R.S.. 39:1651-1657).

All or none award

Award to be made on an all-or none basis to the overall low bidder meeting the specifications. The state of Louisiana reserves the right to reject individual line items from the award.

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
1	<b>Product Category:50202306</b> Cokes - Regular - 5 Gallons  Agency will call the vendor as supplies are needed.  1 Case = 1 Each  Specify Brand/Flavor Bidding: _____  Specify number of Gallons Bidding: _____	50	CE		

Fax bid: 3000012549

Date: 04/23/2019

T-Number:

Bidder:

Page 3 of 9

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
2	<b>Product Category:50202306</b> Sprite - Regular - 5 Gallons  1 Case = 1 Each  Specify Brand/Flavor Bidding: _____  Specify number of Gallons Bidding: _____	30	CE	_____	_____
3	<b>Product Category:50202306</b> Hi C Pink Lemonade - 2.5 Gallons  1 Case = 1 Each  Specify Brand/Flavor Bidding: _____  Specify number of Gallons Bidding: _____	20	CE	_____	_____
4	<b>Product Category:50202306</b> Gold Peak Sweet Tea - 2.5 Gallons  1 Case = 1 Each  Specify Brand/Flavor Bidding: _____  Specify number of Gallons Bidding: _____	45	CE	_____	_____
5	<b>Product Category:50202306</b> Hi C Fruit Punch - 2.5 Gallons  1 Case = 1 Each  Specify Brand/Flavor Bidding: _____  Specify number of Gallons Bidding: _____	20	CE	_____	_____
6	<b>Product Category:50202306</b> Dr Pepper- 5 Gallons  1 Case = 1 Each  Specify Brand/Flavor Bidding: _____  Specify number of Gallons Bidding: _____	30	CE	_____	_____

Fax bid: 3000012549

Date: 04/23/2019

T-Number:

Bidder:

Page 4 of 9

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
7	<b>Product Category:50202306</b> Coke Zero - 2.5 Gallons  1 Case = 1 Each  Specify Brand/Flavor Bidding: _____  Specify number of Gallons Bidding: _____	20	CE	_____	_____
8	<b>Product Category:50202306</b> Root Beer - 2.5 Gallons  1 Case = 1 Each  Specify Brand/Flavor Bidding: _____  Specify number of Gallons Bidding: _____	45	CE	_____	_____
9	<b>Product Category:50202306</b> Gold Peak Unsweetened Tea - 2.5 Gallons  1 Case = 1 Each  Specify Brand/Flavor Bidding: _____  Specify number of Gallons Bidding: _____	25	CE	_____	_____
10	<b>Product Category:50202306</b> Diet Dr Papper - 2.5 Gallons  1 Case = 1 Each  Specify Brand/Flavor Bidding: _____  Specify number of Gallons Bidding: _____	15	CE	_____	_____
11	<b>Product Category:50202306</b> Fanta Orange - 2.5 Gallons  1 Case = 1 Each  Specify Brand/Flavor Bidding: _____  Specify number of Gallons Bidding: _____	15	CE	_____	_____

Fax bid: 3000012549  
Date: 04/23/2019  
T-Number:

Bidder:

Page 5 of 9

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
12	<b>Product Category:12142104</b> Co2 Needed  20 Pound Co2 Container  Specify Brand/Model Bidding: _____  Specify Size Bidding: _____	20	EA		

## INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED, WRITTEN IN INK OR SUBMITTED ONLINE VIA THE VENDOR PORTAL, WHICHEVER IS APPLICABLE. 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 OR SUBMITTED ONLINE VIA THE VENDOR PORTAL, WHICHEVER IS APPLICABLE.
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 OR SUBMITTING THE BID ONLINE VIA THE VENDOR PORTAL (WHICHEVER IS APPLICABLE) 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 OR SUBMITTED ONLINE VIA THE VENDOR PORTAL, WHICHEVER IS APPLICABLE, BY A PERSON AUTHORIZED TO BIND THE VENDOR. ALL BID INFORMATION SHALL BE IN INK, TYPEWRITTEN, OR SUBMITTED ONLINE VIA THE VENDOR PORTAL, WHICHEVER IS APPLICABLE.
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 AND PROPERLY SIGNED. 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 OR SUBMITTED ONLINE VIA THE VENDOR PORTAL, WHICHEVER IS APPLICABLE, PRIOR TO BID OPENING 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. ALTERATIONS TO PRICE MUST BE RECEIVED AT THE ADDRESS LISTED IN THE SOLICITATION OR VIA THE ONLINE VENDOR PORTAL BEFORE THE BID OPENING TIME AND DATE. 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 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.

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 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 REGISTERED AND IN GOOD STANDING WITH THE LOUISIANA SECRETARY OF STATE IN ORDER TO HOLD A PURCHASE ORDER AND/OR CONTRACT WITH THE STATE OVER \$25,000.

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