



**STATE OF LOUISIANA**  
 Department of Transportation & Develop.  
 INVITATION TO BID

**RESPONSES WILL BE  
 PUBLICLY OPENED**  
 04/15/2020  
 10:00 AM CST

Vendor No.: \_\_\_\_\_  
 Solicitation: 3000014716  
 Opening Date: 04/15/2020

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

**SUBMIT NON-ELECTRONIC RESPONSE TO:**  
**S14/G001-PROCURE-  
 PURCH/WAREHOUSE  
 PROCUREMENT SECTION, EW S-447  
 PO BOX 94245  
 BATON ROUGE LA 70804-9245**

**RFx Number:** 3000014716  
**Version:** 2  
**Buyer:** ALICE SMITH  
**Buyer Phone:** 225-379-1463  
**E-Mail:** alice.smith@la.gov  
**Scheduled Begin Date:**  
**Scheduled End Date:**  
**T-Number:**

<b>QUESTIONS TO BE COMPLETED BY VENDOR</b>	<b>Required</b>
1. _____ Delivery will be made this number of days After Receipt of Order (ARO)	NO
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.	NO

**Name of Solicitation:** DOTD Wireless Vehicle Detection Contract

**Notice to bidder:**

This addendum is hereby officially made a part of the referenced solicitation. We ask that you please review addendum no. 1 carefully and submit your bid accordingly.

Addendum No. 1

The bidders conference has been canceled due to COVID-19, all other dates will remain as originally scheduled.

**NOTE:** The Department reserves the right to deviate from these dates if it becomes necessary. Notification of any changes will be communicated to all potential bidders.

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**RFx text:**

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

<b>Invitation to bid:</b> 3000014716 Open Date: 04/15/2020 T-Number:	Bidder:	Page 2 of 13
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This is a request for sealed bids only. This is not an order. Please note the RFX number and bid 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. Please read the following instructions and specifications carefully. Any deviation may cause your bid to be disqualified.

#### ATTACHMENTS

Traffic Control Standard (TCS) No. 210- Revised 11/13/15  
TCS No. 23- Revised 10/10/2019  
Drawing of Intersection  
Price Breakout Worksheet  
Cooperative Purchase Agreement  
Preference Statement  
Insurance Requirements  
Bid Delivery Instructions

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

#### CONTRACT

This contract is to furnish Wireless Magnetometer Vehicle Detection Equipment for a period of twelve (12) months beginning 05/26/2020 or date of award whichever is later.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of a contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

At the option of the Department of Transportation and Development and acceptance by the contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions. Contract not to exceed thirty-six (36) months.

Prior to exercising the Department's option to extend the contract, the Department will determine if an extension is in the best interest of the Department, taking into consideration current market trends, cost factors, price comparison with similar service in other States and various other factors as determined by the DOTD Procurement Director.

#### CALENDAR OF EVENTS

Publish Proposal Contract Bid: March 13, 2020

Deadline to Receive Inquiries: March 27, 2020

Bidder's Conference: March 31, 2020 at 2:00 P.M.

Response to Inquiries and Questions from Bidder's Conference: April 7, 2020

Bid Opening Date: April 15, 2020 at 10:00 A.M.

NOTE: The Department reserves the right to deviate from these dates if it becomes necessary. Notification of any changes will be communicated to all potential bidders.

## INQUIRIES

The Department shall not and cannot permit an open-ended inquiry period, as this could create an unwarranted delay in the contract award. The Department reasonably expects responsible and interested bidders to conduct their in-depth review of the bid documents and submit inquiries in a timely manner. The inquiry period established above is set for all interested bidders to submit written inquiries relative to this contract. All inquiries must be submitted via email by an authorized representative of the bidder and must clearly reference the section to which the inquiry pertains.

Inquiries concerning this solicitation may be submitted by email to: [alice.smith@La.gov](mailto:alice.smith@La.gov). All written inquiries must be received by the close of business on March 27, 2020.

## BIDDER'S CONFERENCE

A non-mandatory Bidder's Conference will be conducted for this contract on March 31, 2020 at 2:00 P.M. in the Procurement Bid Opening/Conference Room, Room No. S-448, on the 4th Floor, East Wing of the Headquarters Building, 1201 Capitol Access Road, Baton Rouge, Louisiana 70802. The purpose of the conference is to review the contract requirements and receive any additional questions/or requests for clarifications relative to this bid. No more than two (2) representatives per firm will be allowed.

## RESPONSES TO INQUIRES AND QUESTIONS

An addendum will be issued after the bidder's conference, if necessary, to address all written inquiries, address any concerns expressed during the bidder's conference, and make any changes or other clarifications necessary to the solicitation. Thereafter, all bid documents, including but not limited to the specifications, terms and conditions will stand as written and/or amended by any addenda issued. No decisions or actions shall be executed by any bidder as a result of any oral discussions with any Department employee. Responses to inquiries and questions shall be provided no later than April 7, 2020.

## BID FORM

The bid form in its entirety shall become a part of the contract upon execution by the Department. Bidder shall fill in this form completely and shall sign in the appropriate places and return to the Procurement Section of the Department of Transportation and Development before the time set for receiving bids on the front hereof. Bidders should return entire document.

## SCOPE OF WORK

Scope of work includes labor, materials, and services required to produce wireless magnetometer vehicle detection equipment which is acceptable to the Department of Transportation and Development. Contractor shall provide all software updates for the equipment purchased under this contract at no additional cost for the lifespan of the product (minimum of 10 years).

## TECHNICAL SUPPORT

Contractor shall maintain an ongoing program of technical support for the Wireless Magnetometer Vehicle Detection System (WMVDS). A technical support employee shall be available to come to the newly installed sites, installed by Department, at no additional cost to the Department.

At least one (1) technical support employee shall be on call 24/7 and be present at any designated state signal location within twelve (12) hours of notification. The contact information for the technical support shall be provided to the State Traffic Signal Engineer at Traffic Services and updated on a continual basis if/when contact information changes.

## TRAINING REQUIREMENTS

Contractor shall provide two (2) formal classroom training sessions and up to nine (9) "hands-on" classes for a maximum of thirteen (13) training sessions for LADOTD personnel designated by the State Traffic Signal Engineer at no additional cost to the Department. Classes will be scheduled after delivery of the initial order at mutually agreed upon dates. The formal classroom training sessions shall be held at the LA Traffic Services facility located at 7686 Tom Drive, Baton Rouge, LA 70806;

"hands-on" training sessions will be held at each of the nine (9) LA DOTD District Offices, as required by the State Traffic Signal Engineer.

Formal classroom training sessions shall be eight (8) hour per class. Training shall include detailed instruction regarding installation, operation, and maintenance of the Wireless Magnetometer Vehicle Detection System (WMVDS) including but not limited to detection system function, hands-on detection zone(s) set up, trouble shooting, and communication set up from field devices to computers.

"Hands-on" training sessions shall be on-site field visits at each designated LADOTD District Office and shall be eight (8) hours in length per session. Training shall be informal and tailored to field technician's needs for the particular district and include detailed installation, operation, and maintenance training for the Wireless Magnetometer Vehicle Detection System (WMVDS).

Contractor shall supply a copy of course materials for both the formal classroom training and "hands-on" training session attendees at no additional cost to the Department. Attendees will retain the materials supplied during the training courses.

#### QUANTITIES

No specific quantities are given or guaranteed, only such wireless magnetometer vehicle detection equipment as required by the Department of Transportation and Development during the contract period will be ordered.

The Contractor must supply at bid price actual quantities as ordered whether the total of such quantities are more or less than the quantities shown in the solicitation. Bids which specify a minimum delivery will not be considered for award.

#### SPECIFICATIONS

All Wireless Magnetometer Vehicle Detection Equipment must be in accordance with LADOTD Traffic Control Standard (TCS) No. 210- Revised 11/13/15 attached herein. If system requires pedestal pole(s) for a repeater to be installed, the Pedestal Base and Pedestal Shaft must be in accordance with LADOTD TCS No. 23- Revised 10/10/2019. Failure to meet these specifications will result in rejection.

#### SPECIAL INSTRUCTIONS

See the attached Price Breakout Worksheet for detailed information and instructions.

**NOTE:** All bidders should furnish descriptive literature with bid. Bidder may be required to furnish literature prior to award.

Products are subject to laboratory testing before final acceptance.

Low bidder may be required to submit a sample of product bid. If requested, sample must be furnished at vendor's expense and should be received within ten (10) to twenty (20) days from date of request not to exceed thirty (30) days. Package should be clearly labeled with company name, brand name and number and Solicitation number.

All prices quoted shall be in the unit of measure shown on the RFX and shall remain firm for the contractual period. Unit price bid must not exceed two digits to right of decimal point. Unit price submitted beyond two digits will be rounded off to the nearest second digit.

Prices quoted shall include all costs incidental to any license or patent that may be held by any company processing the materials bid on and the dealer agrees to hold the Department of Transportation and Development harmless from any claims, suits, costs or penalties for infringement or use of licensed or patented products.

Unit price bid for Line Item 1 must be the total cost to DOTD for all components needed for a proposed

Wireless Magnetometer Vehicle Detection System per the attached Intersection Drawing and in accordance with the above referenced specifications.

In order to be considered for award, vendor should be registered with the Louisiana Secretary of State prior to award. Website: [www.sos.la.gov](http://www.sos.la.gov)/Phone 225-925-4704.

#### BASIS OF AWARD

The award of this contract will be made to the lowest responsive and responsible bidder for a Wireless Magnetometer Vehicle Detection System per the attached Intersection Drawing, complying with all aspects and details of the solicitation as determined by the DOTD Procurement Director. Lowest bid will be based on the total cost (Line Item 1) for the system described in the solicitation. Individually priced components will not be considered in the award but must be included in the spaces provided on the Price Breakout Worksheet, they will become the contract line items after award.

After award, individual components will be assigned DOTD Product ID's. DOTD reserves the right to bundle components into single Product ID's if it is in the best interest of the Department. If the Department chooses to bundle components, the unit prices bid must remain the same. The sum of the unit prices for each individual component in a bundle will become the unit price of that bundle.

All components for the system must be available to be purchased on an individual as-needed basis. In order to be considered for award, bidder must complete the attached Price Breakout Worksheet listing all necessary components excluding cables that make up the system bid for a fully functioning intersection per the drawing. The list must include all components used in the proposed installation including mounting hardware. System must include in-pavement sensors that are capable of both stop bar detection and advance detection. If system requires pedestal pole(s) for a repeater to be installed, the following shall be included in the bid as a component: SAP# 11057 Pedestal Base per TCS No. 23 and SAP# 50810 Pedestal Shaft per TCS No. 23. The total extended price for all individually priced components on the Price Breakout Worksheet should equal the total unit price bid on Line Item 1 of the RFx. In the event an error is made in extending unit prices, the unit price will govern.

Discounts will be accepted but will not be considered in determining low bidder.

#### PACKAGING

Due to the fact that each individual component and/or bundle will be assigned a DOTD Product ID after award, bidders are expected to review each component and make a reasonable determination of the packaging requirements for the products being offered. DOTD reserves the right to make reasonable suggestions for modifications to the packaging after award.

Packages should be clearly labeled with contactor's name, manufacturer's name and part/model number, and the DOTD Product ID.

Packaging costs are to be included in the unit price bid. No other charges will be considered or allowed.

#### SUPPLY AND PURCHASE ORDERS

The Contractor will be required to have on hand or immediately available an adequate supply of Wireless Magnetometer Vehicle Detection Equipment in order to meet the Department's needs, as ordered, where ordered, to be furnished within the delivery day stated in the bid during the life of the contract.

Purchase Orders will be issued by the Department of Transportation and Development. Each Purchase Order will state an actual quantity that is required and all other pertinent data necessary to assist the Contractor to make proper delivery. In no event shall delivery be made without proper authorization.

Vendors accepting the Cooperative Purchase Agreement understand and agree that deliveries to

other State Agencies, Political Subdivisions or Quasi Agencies will be on a statewide basis.

#### DELIVERY INSTRUCTIONS

Drop shipping is allowed.

Deliveries accepted Monday through Friday, 7:00 AM - 3:30 PM except for holidays, weekends, or times of disaster.

Please call (225) 935-0231 or (225) 935-0179 at least twenty-four (24) hours prior to delivery.

#### DAMAGE IN SHIPMENT

Shipments under this contract are F.O.B. destination and title to the goods remain with the Contractor until accepted by the Department. However, the Department has a responsibility to report any damage immediately to the Contractor. In all cases, a note of damage (except concealed damage) shall be noted on the freight bill at the time the shipment is received by the Department. In all cases where an adjustment is made by the Contractor because of damage, the Contractor shall issue a credit memorandum to the Department and shall not be required to ship the small quantities which were damaged.

#### INSURANCE REQUIREMENTS

Public liability insurance, automobile insurance, and workmen's compensation shall be carried by the contractor. A certificate of insurance shall be furnished with the Department of Transportation and Development named as an additional insured within ten days after notification. See attached Insurance Requirements.

#### INVOICES

Upon each delivery and its acceptance by the Department, the Contractor shall bill the Department by means of an invoice; such invoice shall make reference to the Purchase Order Number on which delivery was made.

At the time of delivery, the Contractor is to provide a delivery receipt on his own form showing complete description and the exact quantity delivered. Such delivery ticket must make reference to the Purchase Order Number.

Invoices shall be submitted by the Contractor to the address shown on the Purchase Order. Invoice price must agree with contract price.

#### PAYMENTS

Invoices will be paid by the Department within the discount period or within thirty (30) 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 vendor 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 [www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf](http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf).

#### TERMINATION OF CONTRACT

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 a thirty (30) day written notice to the contractor if it is considered in the best interest of the Department.

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

#### SIGNATURE OF BIDDER

To be considered for an award, all bidders shall fill in the bid document completely and shall sign in the appropriate places. Bid document should be returned in its entirety.

#### APPLICABLE LAW

All contracts shall be construed in accordance with and governed by the Laws of the State of Louisiana, including but not limited to DOTD Purchasing Rules & Regulations, Special Instructions & Conditions and specifications listed in this RFx.

#### BIDDERS CERTIFICATION OF EEOC AND ADA COMPLIANCE

The Department of Transportation and Development and the State of Louisiana is an equal opportunity employer and looks to its contractors, subcontractors, vendors and suppliers to take affirmative action to affect this commitment in its operations.

The Contractor agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.

The Contractor agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age, religion, sex, sexual orientation, national origin, veteran status, genetic information, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Bidder agrees to keep informed of and comply with all Federal, State and local laws, ordinances and regulations which affect his employees or prospective employees.

By signing the bid, the bidder further certifies compliance with all Instructions to Bidders, terms, conditions and specifications and further certifies that this bid is made without collusion or fraud. 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.

**GUARANTEES AND LIABILITY**

The Contractor accepts the following guarantees:

(1) Guarantee that the supplies delivered are free from defects in design and construction.

(2) Guarantee that the supplies are the manufacturer’s standard design in construction and that no changes or substitutions have been made in the items listed in this contract.

The Contractor holds and saves the State, its officers, agents, and employees harmless from liability of any kind, including cost and expenses on account of any patented or unpatented invention, articles, devices or appliances manufactured or used in the performance of this contract, including use by the government.

The Contractor agrees to replace free of charge all defective equipment, materials or supplies delivered under this contract. All transportation charges covering return and replacement shall be paid by the contractor.

**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:

<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
1	<p><b>Product Category:46161500</b> Wireless Vehicular Detection System</p> <p>List the total cost for a fully functioning wireless vehicle detection system for the intersection depicted in the attached drawing.</p> <p>See Price Breakout Worksheet for more information.</p> <p>Price listed here should equal the total cost provided on page 2 of the Price Breakout Worksheet.</p>	1	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. 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 ONLINE VIA THE VENDOR PORTAL, WHICHEVER IS APPLICABLE.
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 TERMS AND CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
10. 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 (SEE NO.30). ALL BID INFORMATION SHALL BE WITH INK OR TYPEWRITTEN OR SUBMITTED ONLINE VIA THE VENDOR PORTAL, WHICHEVER IS APPLICABLE.
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 SUBMITTED ON PAPER 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 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 OR VIA THE ONLINE VENDOR PORTAL, WHICHEVER IS APPLICABLE. ENTIRE BID SHOULD BE RETURNED, EXCEPT 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 SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, 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 IN ACCORDANCE WITH LA R.S. 44.I. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS.

**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 TERMINATE THE CONTRACT IMMEDIATELY FOR ANY OF THE FOLLOWING REASONS:

(A) MISREPRESENTATION BY THE CONTRACTOR; (B) CONTRACTOR'S FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE OF LOUISIANA; (C) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (D) ABUSIVE OR BELLIGERENT CONDUCT BY CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF THE STATE; (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE PROCUREMENT CODE (LA. R.S. 39:1551 ET SEQ.) AND ITS CORRESPONDING REGULATIONS; OR, (F) ANY LISTED REASON FOR DEBARMENT UNDER LA. R.S. 39:1672.

THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION: OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. THE STATE SHALL PAY CONTRACTOR FOR, IF APPLICABLE: (A) DELIVERABLES IN PROGRESS; (B) THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY; AND, (C) FOR TRANSACTION-BASED SERVICES UP TO THE DATE OF TERMINATION, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT FOR CAUSE BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION FOR ANY OF THE FOLLOWING NON-EXCLUSIVE REASONS: (A) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (B) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; OR, (C) ANY OTHER BREACH OF CONTRACT.

#### 24. DEFAULT OF CONTRACTOR

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED OR TO PROVIDE THE SERVICES AS 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 TERMS AND CONDITIONS, THE SPECIAL TERMS AND 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 EMPLOYMENT OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE DISCRIMINATION 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, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, DISABILITY, OR AGE IN ANY MATTER RELATING TO EMPLOYMENT. 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.

FOR THE PURPOSES OF LAGOV SUPPLIER PORTAL BIDDING, THE SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER IS REPRESENTED BY THE LAGOV SUPPLIER PORTAL USER LOG-IN ID. THE NAME OF AUTHORIZED SIGNATORY OF BIDDER IS REPRESENTED BY THE CONTACT PERSON ASSOCIATED WITH THE LAGOV SUPPLIER PORTAL USER LOG-IN ID.

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 SHOULD 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: 2192, 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, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.

32. FEDERAL CLAUSES, IF APPLICABLE

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 FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING

FACILITIES.

ENERGY POLICY AND CONSERVATION ACT

THE CONTRACTOR HEREBY RECOGNIZES THE MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED IN THE STATE ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT (P.L. 94-163).

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. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

IN ACCORDANCE WITH-LA R.S. 39:1602.1, THE FOLLOWING APPLIES TO ANY BID WITH A VALUE OF \$100,000 OR MORE AND TO VENDORS WITH FIVE OR MORE EMPLOYEES:

BY SUBMITTING A RESPONSE TO THIS SOLICITATION, THE BIDDER OR PROPOSER CERTIFIES AND AGREES THAT THE FOLLOWING INFORMATION IS CORRECT: IN PREPARING ITS RESPONSE, THE BIDDER OR PROPOSER HAS CONSIDERED ALL PROPOSALS SUBMITTED FROM QUALIFIED, POTENTIAL SUBCONTRACTORS AND SUPPLIERS, AND HAS NOT, IN THE SOLICITATION, SELECTION, OR COMMERCIAL TREATMENT OF ANY SUBCONTRACTOR OR SUPPLIER, REFUSED TO TRANSACT OR TERMINATED BUSINESS ACTIVITIES, OR TAKEN OTHER ACTIONS INTENDED TO LIMIT COMMERCIAL RELATIONS, WITH A PERSON OR ENTITY THAT IS ENGAGING IN COMMERCIAL TRANSACTIONS IN ISRAEL OR ISRAEL-CONTROLLED TERRITORIES, WITH THE SPECIFIC INTENT TO ACCOMPLISH A BOYCOTT OR DIVESTMENT OF ISRAEL. THE BIDDER HAS ALSO NOT RETALIATED AGAINST ANY PERSON OR OTHER ENTITY FOR REPORTING SUCH REFUSAL, TERMINATION, OR COMERCIALLY LIMITING ACTIONS. THE STATE RESERVES THE RIGHT TO REJECT THE RESPONSE OF THE BIDDER OR PROPOSER IF THIS CERTIFICATION IS SUBSEQUENTLY DETERMINED TO BE FALSE, AND TO TERMINATE ANY CONTRACT AWARDED BASED ON SUCH A FALSE RESPONSE.

34. CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT.

BY SIGNING AND SUBMITTING ANY BID FOR \$25,000 OR MORE, THE BIDDER 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).

35. 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.

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