



# STATE OF LOUISIANA

Office of State Procurement  
INVITATION TO BID

**RESPONSES MUST BE  
RECEIVED BY**  
05/05/2020  
02:00 PM CST

Vendor No.: \_\_\_\_\_  
Solicitation: 3000015060  
Opening Date: 05/05/2020

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: 3000015060**  
**Version: 1**  
**Buyer: CLARETT BLOUNT**  
**Buyer Phone: 225-342-8044**  
**E-Mail: clarett.blount@la.gov**  
**Scheduled Begin Date:**  
**Scheduled End Date:**

**Ship To Address:**  
DOC DIXON CORR INSTITUTE/DCI - MAINT  
5568 HWY 68  
JACKSON, LA 70748

**ONLINE BID RESPONSE LINK**

[https://lagoverpvendor.doa.louisiana.gov/rfx?sapsrm\\_boid=269F7EAD44031EDAA2AAAF07007C1D6B](https://lagoverpvendor.doa.louisiana.gov/rfx?sapsrm_boid=269F7EAD44031EDAA2AAAF07007C1D6B)

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:** \*Fax Bid\*Wastewater Treatment Svcs - DOC

**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)

<b>Fax bid:</b> 3000015060 <b>Date:</b> 05/05/2020 <b>T-Number:</b>	<b>Bidder:</b>	<b>Page 2 of 12</b>
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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 1-9
- Attachment B - 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

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**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.

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To establish a contract to supply Wastewater Treatment Services as specified for DOC Dixon Correctional Institute for a period beginning July 1, 2020 through June 30, 2021.

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
1	<b>Product Category:47101500</b> <b>WASTEWATER MONTHLY BASIC SERVICE</b>  To establish a contract for a monthly maintenance and service for the wastewater treatment plant. The duplex lift station, and the potable water well located at:  DIXON CORRECTIONAL INSTITUTE 5568 Highway 68 Jackson, LA 70748  Please be advised that delivery cannot be made prior to July 1, 2020. Any orders resulting from this solicitation will be paid with new FY funds, if appropriated by the legislature. Your bid prices must be firm for acceptance and delivery accordingly. (DOC builder element	12	MON		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	<p>ZoS611_SP_New_FY fund may be referenced.).</p> <p>***NOTE: All operators must maintain a level two (2) certification in wastewater and potable water.*** Your bid prices must include environmental consulting on an as needed basis for LDEQ and LDHH compliance. At a minimum, there should be at least six (6) hours per month allowed for this.</p> <p>For Lines # 1 thru # 3: Service contract for the wastewater treatment plant to include: Monthly Basic Service: Successful vendor to complete a comprehensive preventative maintenance checklist on each visit. There will be two (2) visits per month. Each visit to be documented on an "inspection report" and presented to the agency at the time of inspection. Service to also include, but not be limited to adjusting aeration, clarifiers, sludge returns, skimmers, blowers, pumps, etc. for optimum plant operating and changing/adding oil and grease components on each visit as needed ensuring more efficient operation.</p> <p>***State law requires that a state certified operator service and maintain all facilities which provide for treatment of wastewater. All operators must comply with this.***</p> <p>Additionally, maintenance and/or repair parts, wasting, unplugging of pumps (where pumps must be pulled), and/or float cleaning are not to be included in this contract. Wasting (removing) a percent of solids is also an important and required part of the treatment process. This involves removing a percent of solids from the treatment plant occasionally as needed. The need for wasting will be determined by successful vendor's certified operator (s) during monthly inspections. A quote for any of the above is to be submitted to agency and will be handled separately when or if required.</p> <p>***Chlorine and/or hypochlorite will be provided by the agency, when needed.***</p> <p>***Grass around equipment is prohibited, agency will keep grass cut from around equipment.***</p> <p>***Agency to provide all clean water service and hoses to each unit for successful vendor to wash down.***</p> <p>In accordance with the above stated inspection frequency, the following tasks shall be performed by successful vendor to the agency's wastewater treatment plant (as applicable):</p>				

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	<p>**Remove trash and floatable solids in the aeration basin and clarifier section.</p> <p>**Inspect, clean and adjust surface skimmers and outfall weir(s).</p> <p>**Inspect the window areas for trash and sludge removal.</p> <p>**Inspect the window baffles and the clarifier sections.</p> <p>**Inspect the overall condition of the well.</p> <p>**Inspect and clean the bar screen, if applicable, and inspect the inlet and outlet flow rates.</p> <p>**Inspect for trash and light grease removal.</p> <p>**Inspect the chlorination unit.</p> <p>**Inspect, clean and adjust the sludge return lines for proper operation.</p> <p>**Inspect the belts and tighten bolts on blower(s) and motor(s).</p> <p>**Check the oil levels in the gearboxes. Inspect and lubricate the blowers.</p> <p>**Treatment plant will be washed down according to inspection frequency, but not more than two (2) times per month.</p> <p>**Inspect the contact chamber for sludge accumulation and clean chlorinator.</p> <p>**Inspect the outfall pipe for leakage.</p> <p>**Wash down the clarifier section, including weirs.</p> <p>**Check amps on all blower motors.</p> <p>**Monitor for solids buildup in plant and notify plant owner when wasting (removal of percent of solids) is required.</p> <p>**Complete and provide the client a copy of the 66 point inspection checklist.</p> <p>In accordance with the above stated inspection frequency, the following tasks shall be performed by successful vendor to the agency's wastewater lift station (as</p>				

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	<p>applicable):</p> <p>**Remove trash and floatable solids on surface in the lift station well section not over 6' in depth, when operator accessible.</p> <p>**If height and heavy accumulation will require an additional charge, it will be handled separately by the agency after a quote is received.</p> <p>**Inspect and adjust, if necessary, the floats.</p> <p>**Inspect the overall condition of the well.</p> <p>**Inspect and clean the bar screen, if applicable, and inspect the inlet and outlet flow rates.</p> <p>**Inspect for trash and light grease removal.</p> <p>**Inspect all controls, wiring and control box for weather leaks or damage.</p> <p>**Inspect the operation of the simplex, duplex and triplex system station.</p> <p>**Inspect for vibration of pump(s) or motor(s).</p> <p>**Inspect the belts/couplings and tighten bolts on pump(s) and/or motor(s).</p> <p>**Check the oil levels in the gearboxes.</p> <p>**Inspect and lubricate the pump(s) and motor(s) when applicable.</p> <p>**Lift station will be washed down according to the inspection frequency.</p> <p>**Inspect the outer piping of the lift station for silt or debris with a probe.</p> <p>**Wash down the area of the lift station pad.</p> <p>**Observe the unit for erosion to the inner can/well area.</p> <p>**Check amps on all the motor(s) and pump motor(s).</p> <p>**Inspect the high-level alarm.</p> <p>**Test all H-O-A switches.</p>				

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	<p>**Check external lift station condition.</p> <p>**Manually check for complete operation, through simulation, where lift station can/well is easily entered.</p> <p>**Check lift station for any illegal discharges.</p> <p>**Check lift station periodically for infiltration.</p>				
2	<p><b>Product Category:47101500</b>  <b>MONTHLY SAMPLING &amp; ELECTRONIC DMR</b></p> <p>Monthly sampling &amp; electronic submission of discharge monitoring report(DMR):            Required as per agency water discharge permit #LAG570330 AL #26494 and may include BOD, TSS, Oil/Grease, PH, Flow and Fecal Coliform. Price to include collection of the sample, testing and completion of agency electronic DMR in NETDMR system as per DEQ and EPA compliance. Submitted electronic DMRs to be sent to agency for their records to be maintained on site for three (3) years. Successful vendor to keep a copy of sample results and electronic DMRs should they be needed by agency.</p> <p>NOTE: Analytical sampling and testing quote should not include notice of violation/excursion letters, non-compliance reports, re-sampling trips, analytical re-testing fees, or specialty tests not included in standard sample sets. Agency will handle those type of situations separately on an as needed basis based on written quote received from successful vendor.            Sampling and DMRs will be done each month and includes the fuel surcharge per visit.</p>	12	MON		
3	<p><b>Product Category:47101500</b>  <b>ANNUAL REPORTING FORM 7264</b></p> <p>Annual preparation of sewage sludge reporting form 7264: per DEQ compliance.</p> <p>This report will typically be billed around October 2020 and submitted to the agency no later than January 20, 2021.</p>	1	YR		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
4	<p><b>Product Category:47101500</b>            MONTHLY BASIC SERVICE</p> <p>FOR BOTH LINES #4 AND #5: SERVICE CONTRACT FOR WATER WELL TO INCLUDE:</p> <p>MONTHLY BASIC SERVICE: Successful vendor to complete a comprehensive preventative maintenance checklist on each monthly visit to the potable water well. There will be one (1) visit per month. Each visit to be documented on an "Inspection Report" and presented to the agency at the time of inspection.</p> <p>**State law requires that a state certified operator service and maintain all facilities which provide for treatment of water. All operators must comply with this.</p> <p>**NOTE: No potable water sampling needed. This will be handled by LDHH per PWD ID #LA1037002.</p> <p>**Sodium hypochlorite will not be needed, this will be provided by the agency, as needed.</p> <p>**Additionally, maintenance and/or repair parts, removal of underground pumps, emergency repairs, electrical work or modifications to the agency's disinfection or polyphosphate system(s) are not included in this contract. A quote for any of the above is to be submitted to the agency and will be handled separately when or if required.</p> <p>In accordance with the above stated inspection frequency, the following tasks shall be performed by the successful vendor to the agency's potable water well (as applicable):</p> <p>**Inspect well head and check amps and oil level of pumps.</p> <p>**Inspect pneumatic tank for physical integrity.</p> <p>**record pneumatic tank pressure and distribution pressure.</p> <p>**Sample and record chlorine residual at well and at farthest sample point.</p> <p>**Inspect and record volume remaining of polyphosphate (if applicable).</p> <p>**Inspect chemical feed pump if using sypochlorite and/or polyphosphate.</p>	12	MON		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	<p>**Inspect and record chlorine level and usage.</p> <p>**Inspect water level and estimate % full.</p> <p>**Inspect fence and grounds for signs of intrusion and tampering.</p> <p>**Recalibrate hach colorimeter for proper operation and record calibration in log.</p> <p>**Inspect customer chlorine residual logs and verify that logs are up-to-date.</p> <p>**Complete water field service report, leave a copy at well and turn in a copy to responsible authority.</p> <p>PREFERRED SUPPLIER: Bozeman Inc. 8623 M G Blount Lane Denham Springs, LA 70726</p> <p>Delivery 07/01/2020</p> <p>DELIVER TO: DOC DIXON CORRECTIONAL INSTITUTE - MAINTENANCE 5568 Highway 68 Jackson, LA 70748</p>				

## 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 TERMS AND 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 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.

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 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.

23. 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.

24. 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.

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. 39:2192, 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.

29. 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 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.

30. 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 WITH THE STATE OVER \$25,000.

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