



# STATE OF LOUISIANA

## INVITATION TO BID

**RESPONSES WILL BE  
PUBLICLY OPENED**

10/25/2021  
10:00 AM CST

Vendor No.: \_\_\_\_\_  
Solicitation: 3000017841  
Opening Date: 10/25/2021

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

**SUBMIT NON-ELECTRONIC RESPONSE TO:  
PO BOX 94245**

**RFx Number:** 3000017841  
**Version:** 1  
**Buyer:** TARAH KING  
**Buyer Phone:** 225-379-1417  
**E-Mail:** tarah.king@la.gov  
**Scheduled Begin Date:**  
**Scheduled End Date:**  
**T-Number:**

QUESTIONS TO BE COMPLETED BY VENDOR	Required
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:** DOTDD Contract - Liquid Asphalt

**RFx text:**

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.

Due to the COVID-19 Emergency situation, all in-person public bid openings shall be suspended. The bidder should email Tarah.King@la.gov or call 225-379-1417 if interested in attending the bid opening via ZOOM or Conference Call.

Due to temporary protocols put in place related to COVID-19, bids delivered via hand delivery or courier service must be dropped off at the SECURITY DESK on the First Floor of the DOTD Headquarters building, 1201 Capitol Access Rd., Baton Rouge, LA 70802. If you have any questions regarding this procedure, please contact the buyer of the solicitation.

See attached Bid Submission Instructions for full details. Please submit your bid(s) before the stated bid opening date and time. Bids received after the set opening date and time will be rejected.

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

Contract to furnish labor, materials, and services required to produce Liquid Asphalt, which is acceptable to the Department of Transportation and Development. Contract is for a period of twelve (12) months beginning November 1, 2021 or date of award, whichever is later.

Please print all attachments to ensure all documents related to the RFX are reviewed prior to bidding. Attached is a copy of:

- Approved Materials List: Asphaltic Materials
- MS Spec 158-001, Revised 9/4/2018 – Asphaltic Materials
- Co-op Agreement
- US Preference Form
- LA Preference Form
- Bid Submission Instructions Due to COVID

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

#### SPECIFICATIONS:

Cutback and Anionic Liquid Asphalt (Product IDs 11501 and 11503) furnished under this contract must be in accordance with the 2016 Louisiana Standard Specifications for Roads and Bridges Book, Section 1002. Cationic Liquid Asphalt (Product ID 11504) furnished under this contract must be in accordance with DOTD Specification No. MS 158-001, Revised 9/4/18. All Asphaltic Materials must be from an approved source listed on Approved Materials List: Asphaltic Materials. A copy of the approved materials list is attached for your reference.

NOTE: Copies of the Louisiana Standard Specifications for Roads and Bridges Book, 2016 Edition, may be obtained for a cost of \$20.00 from the following: Louisiana Department of Transportation and Development, Headquarters Administration Building – Room 100, 1201 Capitol Access Road, Baton Rouge, LA 70802. Mail orders should be sent to: Louisiana Department of Transportation and Development, General Files Unit, P.O. Box 94245, Baton Rouge, LA 70804-9245. General files may be reached at 225-379-1107. This information may also be downloaded from the following website: [www. DOTD.Louisiana.gov](http://www.DOTD.Louisiana.gov), select Publications/Manuals, then select Standard Specifications, then 2016 Standard Specifications for Roads and Bridges Manual.

#### PERFORMANCE:

Materials failing to meet the specifications will be paid for according to the price adjustment schedule listed in the 2016 Louisiana Standard Specification for Roads and Bridges Book, Section 1002 or MS 158-001, revised 9/4/18 as applicable.

If material does not meet specifications at the point of delivery or pick up, the applicable pay schedule given in the specification will apply, provided the material performs satisfactorily.

If performance of the material is not satisfactory, the Department will bill the contractor for materials such as aggregate, labor, equipment and clean-up costs, or any cost necessary to correct any deficiencies detected by the Department.

#### GUARANTEE AND LIABILITY:

The contractor agrees to guarantee the following:

- (1)#The supplies delivered or picked up are free from defects in design and construction.
- (2)#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 from any claims, suites, costs, or penalties for infringement or use of licensed or patented products 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, at no cost to the Department, all defective equipment, materials or supplies delivered under this contract. All transportation charges covering return and replacement shall be paid by the contractor.

**SPECIAL INSTRUCTIONS:**

Please note, quantity is designated as "1" to show price per ton.

This is not an order to deliver. No specific quantities are given or guaranteed. Material will be ordered as needed. The department reserves the right to increase or decrease quantities at the same prices, terms and conditions for the life of the contract.

The successful bidder must supply at bid price quantities as ordered whether the total of such quantities are more or less than the quantities shown on the solicitation.

Please list the Producer/Supplier Code from the AML on all line items. Note: The "Producer/Supplier Code" is the product code and will begin with "APS" followed by an eight-digit number.

Unit price bid must not exceed two (2) digits to right of decimal. Unit price submitted beyond two (2) digits will be rounded off to the nearest second digit.

Prices quoted shall remain firm for the contractual period and shall include all costs incidental to any license or patent that may be held by any company processing the materials bid on. All quoted prices for Tank Truck deliveries shall be FOB destination and be based on furnishing minimum truckloads

Must bid in correct unit of measure shown to be considered for award. Quote submitted in any other unit of measure may not be considered.

All Asphaltic Material shall be sampled and accepted in accordance with the standard method of sampling asphaltic materials as outlined in the Department's Sampling Manual.

Low bidder(s) may be required to furnish samples for testing at no cost to the Department.

**BASIS OF AWARD:**

The contract(s) for furnishing Liquid Asphalt herein specified for the period indicated shall be awarded separately for each location to the lowest responsive and responsible bidder(s) complying with all details of this solicitation as determined by the DOTD Procurement Director.

Bidders quoting all or none may not be considered for award.

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

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.

**MATERIAL AVAILABILITY:**

The successful bidder(s) will be required to have on hand or immediately available an adequate supply of Liquid Asphalt in order to meet the Department's requirements, as ordered, where ordered, during the life of the contract.

#### PURCHASE ORDERS:

Purchase orders will be issued by the Department of Transportation and Development. Each Purchase Order will state an actual or estimated quantity that is required and all other pertinent data necessary for the contractor to make proper delivery. In no event shall material be supplied without proper authorization.

#### ORDERS, PENALTIES AND DEMURRAGE:

The Contractor must make deliveries against purchase orders issued by the Department, using a Certificate of Delivery for Asphaltic Materials form. Two (2) copies shall accompany all shipments and left at point of delivery.

All orders for delivery of asphalt will be placed by the Department no later than 2:00 P.M. the day before delivery or pick up is to be made. The Contractor must either confirm the delivery will be made to the stated location at the specified time OR advise if unable to make the delivery no later than 4:00 P.M. the day the order is placed. However, the Contractor must be able to make delivery within twenty-four (24) hours of the specified delivery time unless the Department cancels the order.

In the event confirmed deliveries are not made as scheduled, the Department shall allow a two (2) hour waiting period, after which a charge of \$25.00 per each half hour delay, or fraction thereof, shall be assessed the Contractor.

In the event the contractor cannot make delivery within twenty-four (24) hours of the specified delivery time, the Department may then exercise its option to purchase the asphalt on the open market and charge the difference in the contract price and the actual cost back to the contractor. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

Scheduled delivery time as well as in time and out time must be shown on the trucker's delivery ticket and in the event of a delay.

It shall be understood that prices bid herein shall be based on furnishing minimum truckloads. Orders for less than minimum truckloads shall be delivered in minimum tonnage equipment available to the contractor. Additional freight charges shall be invoiced separately, in the event an order is placed for delivery of less than the minimum truckload requirement.

In the event of an unloading delay caused by the carrier or contractor, free unloading time will begin when the Department begins unloading. In the event delivery is made prematurely, free unloading time will begin at the designated time set in placing at the time of order.

Should it be necessary, for any reason, to withhold unloading of asphaltic material until a sample is tested, demurrage will be to the contractor's account.

All demurrage charges shall be invoiced separately. Demurrage invoices must reference the applicable purchase order and include a copy of the trucker's delivery ticket or certificate that states the in time, out time and reason for each delay. Delivery ticket or certificate must be signed by the DOTD representative and supplied to the department with the demurrage invoice.

#### INVOICES:

At the time of delivery or pick-up, the contractor is to make a receipt on his own form showing complete description, the exact quantity delivered, price and extension. Such receipt must make reference to the Purchase Order Number.

Upon acceptance of the material by the Department, the contractor shall bill the Department by means

of an invoice. Invoice shall make reference to the Purchase Order Number on which delivery was made.

Minimum tonnage must be billed on a separate invoice, must reference the applicable purchase order and be submitted to the Department with a copy of the delivery ticket from the carrier.

Invoices shall be submitted by the contractor directly to the address shown on the Purchase Order.

Invoice price must agree with contract price.

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.

#### PAYMENTS:

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 <https://www.doa.la.gov/doa/osrap/vendor-information/>

#### CONTINUATION OF CONTRACT:

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 may not 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.

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.

#### TERMINATION OF CONTRACT:

The Department reserves the right to immediately terminate this contract prior to the end of the contract period 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) days 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) days written notice to the DOTD Procurement Director.

All orders delivered and in accordance with the specifications, terms, and conditions of the contract prior to the effective date of any 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.

Guarantees shall apply to all items delivered prior to termination.

#### **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.

#### **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>

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/](http://www.sos.la.gov/) Phone 225-925-4704.

Invitation to bid: 3000017841  
 Open Date: 10/25/2021  
 T-Number:

Bidder:

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
1	<p><b>Product ID: 11501 Product Category:30121600</b>            ASPHALT,CUTBACK,MC-30</p> <p>MUST MEET THE REQUIREMENTS OF THE 2016 LA STANDARD SPECS FOR ROADS AND BRIDGES, SECTION 1002 AND BE AN APPROVED PRODUCT FROM THE APPROVED MATERIALS LIST (AML) FOR ASPHALTIC MATERIALS</p> <p>For Pick Up:            F.O.B. Plant Location:            _____</p> <p>PRODUCER/SUPPLIER CODE:            _____</p> <p>PRODUCT:            _____</p>	1	GAL		
2	<p><b>Product ID: 11501 Product Category:30121600</b>            ASPHALT,CUTBACK,MC-30</p> <p>MUST MEET THE REQUIREMENTS OF THE 2016 LA STANDARD SPECS FOR ROADS AND BRIDGES, SECTION 1002 AND BE AN APPROVED PRODUCT FROM THE APPROVED MATERIALS LIST (AML) FOR ASPHALTIC MATERIALS</p> <p>Orleans Parish</p> <p>Asphalt Tank Location/Capacity:            Bridge City District HQ -1000 Gal. uses Tanks 500 Gal on trucks to job sites.            N.O. East MU - 500 Gal. Tank is a ground tank (above ground)</p> <p>PRODUCER/SUPPLIER CODE:            _____</p> <p>PRODUCT:            _____</p>	1	GAL		
3	<p><b>Product ID: 11501 Product Category:30121600</b>            ASPHALT,CUTBACK,MC-30</p>	1	GAL		

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	<p>MUST MEET THE REQUIREMENTS OF THE 2016 LA STANDARD SPECS FOR ROADS AND BRIDGES, SECTION 1002 AND BE AN APPROVED PRODUCT FROM THE APPROVED MATERIALS LIST (AML) FOR ASPHALTIC MATERIALS</p> <p>St. Charles Parish</p> <p>Asphalt Tank Location/Capacity:            Luling MU - 500 Gal - Tank is a ground tank (above ground)</p> <p>PRODUCER/SUPPLIER CODE:            _____</p> <p>PRODUCT:            _____</p>				
4	<p><b>Product ID: 11501 Product Category:30121600</b>            ASPHALT,CUTBACK,MC-30</p> <p>MUST MEET THE REQUIREMENTS OF THE 2016 LA STANDARD SPECS FOR ROADS AND BRIDGES, SECTION 1002 AND BE AN APPROVED PRODUCT FROM THE APPROVED MATERIALS LIST (AML) FOR ASPHALTIC MATERIALS</p> <p>Jefferson Parish</p> <p>Asphalt Tank Location/Capacity:            Kenner MU - 500 GAL - Tank is 500 Gal – Tank is a ground tank (above ground)            Marrero MU - 500 GAL - Tank is 500 Gal – Tank is a ground tank (above ground)</p> <p>PRODUCER/SUPPLIER CODE:            _____</p> <p>PRODUCT:            _____</p>	1	GAL		
5	<p><b>Product ID: 11501 Product Category:30121600</b>            ASPHALT,CUTBACK,MC-30</p> <p>MUST MEET THE REQUIREMENTS OF THE 2016 LA STANDARD SPECS FOR ROADS AND BRIDGES,</p>	1	GAL		



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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	<p>SECTION 1002 AND BE AN APPROVED PRODUCT FROM THE APPROVED MATERIALS LIST (AML) FOR ASPHALTIC MATERIALS</p> <p>Terrebonne Parish</p> <p>Asphalt Tank Location/Capacity:            Terrebonne MU - 500 GAL - Tank is a ground tank (above ground)</p> <p>PRODUCER/SUPPLIER CODE:</p> <hr/> <p>PRODUCT:</p> <hr/>				
6	<p><b>Product ID: 11504 Product Category:30121600</b>            ASPHALT,EMULSIFIED,CATIONIC,CRS2,RAPID</p> <p>MUST MEET THE REQUIREMENTS OF DOTD MS SPEC 158-001, REVISED 9/4/2018 AND USE APPROVED PRODUCTS FROM THE APPROVED MATERIALS LIST (AML) FOR ASPHALTIC MATERIALS</p> <p>For Pick Up:</p> <p>F.O.B. Plant Location:</p> <hr/> <p>PRODUCER/SUPPLIER CODE:</p> <hr/> <p>PRODUCT:</p> <hr/>	1	GAL		
7	<p><b>Product ID: 11504 Product Category:30121600</b>            ASPHALT,EMULSIFIED,CATIONIC,CRS2,RAPID</p> <p>MUST MEET THE REQUIREMENTS OF DOTD MS SPEC 158-001, REVISED 9/4/2018 AND USE APPROVED PRODUCTS FROM THE APPROVED MATERIALS LIST (AML) FOR ASPHALTIC MATERIALS</p> <p>Lafayette Parish</p> <p>Asphalt Tank Location/Capacity:</p>	1	GAL		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Lafayette MU - 6,000 GAL  PRODUCER/SUPPLIER CODE:  _____  PRODUCT:  _____				
8	<b>Product ID: 11504 Product Category:30121600</b> ASPHALT,EMULSIFIED,CATIONIC,CRS2,RAPID  MUST MEET THE REQUIREMENTS OF DOTD MS SPEC 158-001, REVISED 9/4/2018 AND USE APPROVED PRODUCTS FROM THE APPROVED MATERIALS LIST (AML) FOR ASPHALTIC MATERIALS  Iberia Parish  Asphalt Tank Location/Capacity: New Iberia MU# - 6,000#GAL  PRODUCER/SUPPLIER CODE:  _____  PRODUCT:  _____	1	GAL		
9	<b>Product ID: 11504 Product Category:30121600</b> ASPHALT,EMULSIFIED,CATIONIC,CRS2,RAPID  MUST MEET THE REQUIREMENTS OF DOTD MS SPEC 158-001, REVISED 9/4/2018 AND USE APPROVED PRODUCTS FROM THE APPROVED MATERIALS LIST (AML) FOR ASPHALTIC MATERIALS  St. Landry Parish  Asphalt Tank Location/Capacity: Opelousas MU - 6,000#GAL  PRODUCER/SUPPLIER CODE:  _____  PRODUCT:  _____	1	GAL		

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10	<p><b>Product ID: 11504 Product Category:30121600</b>            ASPHALT,EMULSIFIED,CATIONIC,CRS2,RAPID</p> <p>MUST MEET THE REQUIREMENTS OF DOTD MS SPEC 158-001, REVISED 9/4/2018 AND USE APPROVED PRODUCTS FROM THE APPROVED MATERIALS LIST (AML) FOR ASPHALTIC MATERIALS</p> <p>DeSoto Parish</p> <p>Asphalt Tank Location/Capacity:            Mansfield MU#- 5,000#GAL</p> <p>PRODUCER/SUPPLIER CODE:</p> <hr/> <p>PRODUCT:</p> <hr/>	1	GAL		
11	<p><b>Product ID: 11504 Product Category:30121600</b>            ASPHALT,EMULSIFIED,CATIONIC,CRS2,RAPID</p> <p>MUST MEET THE REQUIREMENTS OF DOTD MS SPEC 158-001, REVISED 9/4/2018 AND USE APPROVED PRODUCTS FROM THE APPROVED MATERIALS LIST (AML) FOR ASPHALTIC MATERIALS</p> <p>Webster Parish</p> <p>Asphalt Tank Location/Capacity:            Minden MU - 5,000#GAL</p> <p>PRODUCER/SUPPLIER CODE:</p> <hr/> <p>PRODUCT:</p> <hr/>	1	GAL		
12	<p><b>Product ID: 11504 Product Category:30121600</b>            ASPHALT,EMULSIFIED,CATIONIC,CRS2,RAPID</p> <p>MUST MEET THE REQUIREMENTS OF DOTD MS SPEC 158-001, REVISED 9/4/2018 AND USE APPROVED PRODUCTS FROM THE APPROVED MATERIALS LIST (AML) FOR ASPHALTIC MATERIALS</p>	1	GAL		

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	<p>Bossier Parish</p> <p>Asphalt Tank Location/Capacity:            Bossier City - 10,000 GAL</p> <p>PRODUCER/SUPPLIER CODE:</p> <hr/> <p>PRODUCT:</p> <hr/>				
13	<p><b>Product ID: 11504 Product Category:30121600</b>            ASPHALT,EMULSIFIED,CATIONIC,CRS2,RAPID</p> <p>MUST MEET THE REQUIREMENTS OF DOTD MS SPEC 158-001, REVISED 9/4/2018 AND USE APPROVED PRODUCTS FROM THE APPROVED MATERIALS LIST (AML) FOR ASPHALTIC MATERIALS</p> <p>Ouachita Parish</p> <p>Asphalt Tank Location/Capacity:            Monroe District HQ - 6,000#GAL</p> <p>PRODUCER/SUPPLIER CODE:</p> <hr/> <p>PRODUCT:</p> <hr/>	1	GAL		
14	<p><b>Product ID: 11504 Product Category:30121600</b>            ASPHALT,EMULSIFIED,CATIONIC,CRS2,RAPID</p> <p>MUST MEET THE REQUIREMENTS OF DOTD MS SPEC 158-001, REVISED 9/4/2018 AND USE APPROVED PRODUCTS FROM THE APPROVED MATERIALS LIST (AML) FOR ASPHALTIC MATERIALS</p> <p>Calcasieu Parish</p> <p>Asphalt Tank Location/Capacity:            Lake Charles District HQ - District 07 has three (3) 600 gallon truck tanks, two (2) 500 gallon truck tanks, and one (1) 250 gallon truck tank. Does not order less than 1700 gallons at a time. Needs a truck with a pump.</p>	1	GAL		

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	PRODUCER/SUPPLIER CODE: <hr/> PRODUCT: <hr/>				
15	<p><b>Product ID: 11504 Product Category:30121600</b>            ASPHALT,EMULSIFIED,CATIONIC,CRS2,RAPID</p> <p>MUST MEET THE REQUIREMENTS OF DOTD MS SPEC 158-001, REVISED 9/4/2018 AND USE APPROVED PRODUCTS FROM THE APPROVED MATERIALS LIST (AML) FOR ASPHALTIC MATERIALS</p> <p>Rapides Parish</p> <p>Asphalt Tank Location/Capacity:            Alexandria District HQ - 3,000 GAL</p> <p>PRODUCER/SUPPLIER CODE:  <hr/></p> <p>PRODUCT:  <hr/></p>	1	GAL		
16	<p><b>Product ID: 11504 Product Category:30121600</b>            ASPHALT,EMULSIFIED,CATIONIC,CRS2,RAPID</p> <p>MUST MEET THE REQUIREMENTS OF DOTD MS SPEC 158-001, REVISED 9/4/2018 AND USE APPROVED PRODUCTS FROM THE APPROVED MATERIALS LIST (AML) FOR ASPHALTIC MATERIALS</p> <p>Avoyelles Parish</p> <p>Asphalt Tank Location/Capacity:            Mansura Maintenance Unit - 3,000 GAL</p> <p>PRODUCER/SUPPLIER CODE:  <hr/></p> <p>PRODUCT:  <hr/></p>	1	GAL		

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17	<p><b>Product ID: 11504 Product Category:30121600</b>            ASPHALT,EMULSIFIED,CATIONIC,CRS2,RAPID</p> <p>MUST MEET THE REQUIREMENTS OF DOTD MS SPEC 158-001, REVISED 9/4/2018 AND USE APPROVED PRODUCTS FROM THE APPROVED MATERIALS LIST (AML) FOR ASPHALTIC MATERIALS</p> <p>Natchitoches Parish</p> <p>Asphalt Tank Location/Capacity:            Natchitoches Maintenance Unit - 6,000 GAL</p> <p>PRODUCER/SUPPLIER CODE:</p> <hr/> <p>PRODUCT:</p> <hr/>	1	GAL		
18	<p><b>Product ID: 11504 Product Category:30121600</b>            ASPHALT,EMULSIFIED,CATIONIC,CRS2,RAPID</p> <p>MUST MEET THE REQUIREMENTS OF DOTD MS SPEC 158-001, REVISED 9/4/2018 AND USE APPROVED PRODUCTS FROM THE APPROVED MATERIALS LIST (AML) FOR ASPHALTIC MATERIALS</p> <p>Winn Parish</p> <p>Asphalt Tank Location/Capacity:            Winnfield Maintenance Unit - 6,000 GAL</p> <p>PRODUCER/SUPPLIER CODE:</p> <hr/> <p>PRODUCT:</p> <hr/>	1	GAL		
19	<p><b>Product ID: 11504 Product Category:30121600</b>            ASPHALT,EMULSIFIED,CATIONIC,CRS2,RAPID</p> <p>MUST MEET THE REQUIREMENTS OF DOTD MS SPEC 158-001, REVISED 9/4/2018 AND USE APPROVED PRODUCTS FROM THE APPROVED MATERIALS LIST (AML) FOR ASPHALTIC MATERIALS</p> <p>Grant Parish</p>	1	GAL		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Asphalt Tank Location/Capacity: Dry Prong Maintenance Unit - 6,000 GAL  PRODUCER/SUPPLIER CODE: _____  PRODUCT: _____				
20	<b>Product ID: 11504 Product Category:30121600</b> ASPHALT,EMULSIFIED,CATIONIC,CRS2,RAPID  MUST MEET THE REQUIREMENTS OF DOTD MS SPEC 158-001, REVISED 9/4/2018 AND USE APPROVED PRODUCTS FROM THE APPROVED MATERIALS LIST (AML) FOR ASPHALTIC MATERIALS  Sabine Parish  Asphalt Tank Location/Capacity: Many Maintenance Unit - 3,000 GAL  PRODUCER/SUPPLIER CODE: _____  PRODUCT: _____	1	GAL		
21	<b>Product ID: 11504 Product Category:30121600</b> ASPHALT,EMULSIFIED,CATIONIC,CRS2,RAPID  MUST MEET THE REQUIREMENTS OF DOTD MS SPEC 158-001, REVISED 9/4/2018 AND USE APPROVED PRODUCTS FROM THE APPROVED MATERIALS LIST (AML) FOR ASPHALTIC MATERIALS  Franklin Parish  Asphalt Tank Location/Capacity: Chase District Headquarters - 6,000 GAL  PRODUCER/SUPPLIER CODE: _____  PRODUCT: _____	1	GAL		

Invitation to bid: 3000017841  
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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
22	<p><b>Product ID: 11504 Product Category:30121600</b>            ASPHALT,EMULSIFIED,CATIONIC,CRS2,RAPID</p> <p>MUST MEET THE REQUIREMENTS OF DOTD MS SPEC 158-001, REVISED 9/4/2018 AND USE APPROVED PRODUCTS FROM THE APPROVED MATERIALS LIST (AML) FOR ASPHALTIC MATERIALS</p> <p>Catahoula Parish</p> <p>Asphalt Tank Location/Capacity:            Harrisonburg Maintenance Unit - 6,000 GAL</p> <p>PRODUCER/SUPPLIER CODE:</p> <hr/> <p>PRODUCT:</p> <hr/>	1	GAL		
23	<p><b>Product ID: 11504 Product Category:30121600</b>            ASPHALT,EMULSIFIED,CATIONIC,CRS2,RAPID</p> <p>MUST MEET THE REQUIREMENTS OF DOTD MS SPEC 158-001, REVISED 9/4/2018 AND USE APPROVED PRODUCTS FROM THE APPROVED MATERIALS LIST (AML) FOR ASPHALTIC MATERIALS</p> <p>Ascension Parish</p> <p>Asphalt Tank Location/Capacity:            Brittany Maintenance Unit - 6,500 GAL</p> <p>PRODUCER/SUPPLIER CODE:</p> <hr/> <p>PRODUCT:</p> <hr/>	1	GAL		
24	<p><b>Product ID: 11504 Product Category:30121600</b>            ASPHALT,EMULSIFIED,CATIONIC,CRS2,RAPID</p> <p>MUST MEET THE REQUIREMENTS OF DOTD MS SPEC 158-001, REVISED 9/4/2018 AND USE APPROVED PRODUCTS FROM THE APPROVED</p>	1	GAL		



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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	MATERIALS LIST (AML) FOR ASPHALTIC MATERIALS  Point Coupee Parish  Asphalt Tank Location/Capacity: New Roads Maintenance Unit - 6,000 GAL  PRODUCER/SUPPLIER CODE:  <hr/> PRODUCT:  <hr/>				
25	<b>Product ID: 11504 Product Category:30121600</b> ASPHALT,EMULSIFIED,CATIONIC,CRS2,RAPID  MUST MEET THE REQUIREMENTS OF DOTD MS SPEC 158-001, REVISED 9/4/2018 AND USE APPROVED PRODUCTS FROM THE APPROVED MATERIALS LIST (AML) FOR ASPHALTIC MATERIALS  West Feliciana Parish  Asphalt Tank Location/Capacity: Bains Maintenance Unit - 6,000 GAL  PRODUCER/SUPPLIER CODE:  <hr/> PRODUCT:  <hr/>	1	GAL		
26	<b>Product ID: 11504 Product Category:30121600</b> ASPHALT,EMULSIFIED,CATIONIC,CRS2,RAPID  MUST MEET THE REQUIREMENTS OF DOTD MS SPEC 158-001, REVISED 9/4/2018 AND USE APPROVED PRODUCTS FROM THE APPROVED MATERIALS LIST (AML) FOR ASPHALTIC MATERIALS  West Baton Rouge Parish  Asphalt Tank Location/Capacity: Port Allen Maintenance Unit - 6,000 GAL  PRODUCER/SUPPLIER CODE:  <hr/> PRODUCT:  <hr/>	1	GAL		

Invitation to bid: 3000017841  
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Bidder:

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	PRODUCT: _____ _____				
27	<p><b>Product ID: 11504 Product Category:30121600</b>            ASPHALT,EMULSIFIED,CATIONIC,CRS2,RAPID</p> <p>MUST MEET THE REQUIREMENTS OF DOTD MS SPEC 158-001, REVISED 9/4/2018 AND USE APPROVED PRODUCTS FROM THE APPROVED MATERIALS LIST (AML) FOR ASPHALTIC MATERIALS</p> <p>Tangipahoa Parish</p> <p>Asphalt Tank Location/Capacity:            Hammond District Headquarters - District 62 has two (2) 500 gallon truck tanks, one (1) 600 gallon truck tank, two (2) 550 gallon tank on trailer, one (1) 250 gallon tank on trailer.</p> <p>PRODUCER/SUPPLIER CODE:            _____</p> <p>PRODUCT:            _____            _____</p>	1	GAL		

## 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 COMERCIALY 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.