



STATE OF LOUISIANA
 Department of Transportation & Develop.
FAX BID

**RESPONSES MUST BE
 RECEIVED BY**
 08/15/2022
 11:59 PM CST

Vendor No.: _____
 Solicitation: 3000019611
 Opening Date: 08/15/2022

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

Ship To Address:
 Department of Transportation & Develop.
 Eng&Op-Lake Charls/Dist07
 5827 Hwy 90 E
 Lake Charles, LA 70615

SUBMIT FAX RESPONSE TO:

Fax Number: SEE DIRECTIONS BELOW

SUBMIT NON-ELECTRONIC RESPONSE TO:

RFx Number: 3000019611
Version: 1
Buyer: TARONDA JOHNSON
Buyer Phone: 225-379-1761
E-Mail: taronda.johnson2@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: DOTD Dist 07 Pest Control Contract

RFx text:
 This is a request for EMAILED BIDS. Bids should be emailed to taronda.johnson2@la.gov.
 *We are not accepting Fax bids at this time due to a technical issue.

Please print all attachments to ensure all documents related to the RFx are reviewed prior to bidding.
 Note: Insurance requirements have changed and are attached as well.

Attached is a copy of DOTD Specification Revised 08/04/2022.

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

Annual Contract to furnish monthly pest control treatment for multiple District 07 locations including the headquarters complex, and various construction, maintenance units and bridge locations (Generator & Operator Houses) for a period of twelve (12) months beginning October 7, 2022 or date of award

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

whichever is later in accordance with attached specifications revised 8/04/2022.

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 terms, prices and conditions. Contract may not exceed thirty-six (36) months.

Prior to exercising the Department's option to extend 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 Department of Transportation and Development reserves the right to cancel this contract with thirty (30) days written notice.

The quantities are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by DOTD to increase or decrease the amount at the unit price stated in this bid.

State the price per square footage for service should it become necessary to increase or decrease service area.

In the event of an increase or decrease in quantity DOTD shall contact the contractor.

SPECIAL INSTRUCTIONS:

Mandatory Job Site Visit: Vendor must visit job site prior to submitting bid. The attached form should be completed and submitted with the bid. (See attached Job Site Certificate). Only the current vendor is exempt from this requirement.

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

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

Unit price for each item to include all set-up fees. No additional cost will be allowed.

The successful vendor will be required to submit a copy of their license with the Department of Agriculture.

INSURANCE:

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.

The successful bidder may be required to submit a copy of their licenses with the Department of Agriculture.

PAYMENT:

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources, DOTD strongly encourages vendors to participate in accepting Electronic Funds Transfer (EFT) payments.

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EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information is available at <http://wwwprd1.doa.louisiana.gov/osp/lapac/pubmain.cfm>

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:
<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>.

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
1	<p>Product Category:72102100 Headquarters Complex</p> <p>This location is approximately 70,546 Sq. feet., and consists of the following buildings: Admin. and Construction Office - 13,372 Sq. Ft. Annex - 1500 Sq. Ft. Mechanic shop - 11,280 Sq. Ft. Carpenter/Body/Tractor - 5797 Sq. Ft. Lab - 8680 Sq. Ft. Paint & Body - 3,655 Sq. Ft. bldg. (Gang 510) Maintenance - 4003 Sq. Ft. bldg. (Gang 710) Dist. wide - 1200 Sq. Ft. Herbicide - 4,800 Sq. Ft. Design - 3240 Sq. Ft. Sign & Signals - 4232 Sq. Ft. bldg. (Gang 720) - 4800 Sq. Ft. Service Station - 3987 Sq. Ft.</p> <p>Address: 5827 Hwy 90 East, Lake Charles, LA 70615 Contact: Cheryl Koskie, 337-437-9188</p>	12	MON		
2	<p>Product Category:72102100 DeRidder Construction Unit</p> <p>Approximately 2536 Sq. Ft. Address: 655 Hwy 3099, DeRidder, LA 70634 Contact: Janis Arrant, 337-463-5332</p>	12	MON		
3	<p>Product Category:72102100 DeRidder Maintenance Unit</p>	12	MON		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Approximately 2460 Sq. Ft. Address: 625 Hwy 3099, DeRidder, LA., 70634 Contact: Kristi Pitre, 337-463-6612				
4	Product Category:72102100 Jennings Construction Unit Approximately 4220 Sq. Ft. Address: 1607 Public Works Rd., Jennings, LA 70546 Contact: Brooke Gauthier, 337-824-4835	12	MON		
5	Product Category:72102100 Jennings Maintenance Unit Approximately 1965 Sq. Ft. Address: 1705 Hwy 90 West, Jennings, LA 70546 Contact: Wayland Istre, 337-824-3125	12	MON		
6	Product Category:72102100 Oberlin Maintenance Unit Approximately 2881 Sq. Ft. Address: 7204 Hwy 26 East Contact: Kristi Pitre, 337-463-6612	12	MON		
7	Product Category:72102100 Sulphur Conctruction Unit Approximately 3000 Sq. Ft. Address:1616 Weekly Rd., Sulphur, LA 70663 Contact: Chris Smith, 337-527-3030	12	MON		
8	Product Category:72102100 Black Bayou Bridge Operator House Located Over Water Approximately 237 Sq. Ft. Address: 8884 Big Lake Rd., Big Lake, LA 70605 Contact: Staffed 24 Hours/Rotating Shifts, 337-475-3389	12	MON		
9	Product Category:72102100 Black Bayou Bridge Generator House Located on Land Approximately 235 Sq. Ft. Address: 8884 Big Lake Rd, Big Lake, LA. 70605 Contact: Staffed 24 Hours/Rotating Shifts, 337-475-3389	12	MON		
10	Product Category:72102100	12	MON		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Ellender Bridge Operator House No access under operator house *This bridge is not manned, must call at least 4 hours prior to servicing this location for access* Approximately 444 Sq. Ft. Address: LA 27- South of Sulphur, 70663 Contact: Kate Shanks, 337-437-9125 or Mike Thibodeaux, 337-437-9213				
11	Product Category:72102100 Ellender Bridge Generator House Located on Land *This bridge is not manned, must call at least 4 hours prior to servicing this location for access* Approximately 314 Sq. Ft. Address: LA 27- South of Sulphur, 70663 Contact: Kate Shanks, 337-437-9125 or Mike Thibodeaux, 337-437-9213	12	MON		
12	Product Category:72102100 West Fork Bridge Operator House Located Over Water *This bridge is not manned, must call at least 4 hours prior to servicing this location for access* Approximately 400 Sq. Ft. Address: Hwy 378-Between Moss Bluff and Westlake Contact: Kate Shanks, 337-437-9125 or Mike Thibodeaux, 337-437-9213	12	MON		
13	Product Category:72102100 West Fork Bridge Generator House Located on Land *This bridge is not manned, must call at least 4 hours prior to servicing this location for access* Approximately 320 Sq. Ft. Address: Hwy 378-Between Moss Bluff and Westlake Contact: Kate Shanks, 337-437-9125 or Mike Thibodeaux, 337-437-9213	12	MON		
14	Product Category:72102100 Grand Chenier Bridge Operator House Located over water Approximately 204 Sq. Ft. Address: 2275 Oak Grove Hwy, Grand Chenier, LA 70643 Contact: Staffed 6am-6pm, 7 days/week, Rotating Shifts, 337-538-2555	12	MON		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
15	Product Category:72102100 Grand Chenier Bridge Generator House Located on land Approximately 234 Sq. Ft. Address: 2275 Oak Grove Hwy, Grand Chenier, LA 70643 Contact: Staffed 6am-6pm, 7 days/week, Rotating Shifts, 337-538-2555	12	MON		
16	Product Category:72102100 Grand Lake Bridge Operator House Located over water Approximately 303 Sq. Ft. Address: 200 Hwy 384, Lake Charles, LA 70607 Contact: Staffed 24 hours/Rotating Shifts, 337-905-0106	12	MON		
17	Product Category:72102100 Grand Lake Bridge Generator House Located on land Approximately 234 Sq. Ft. Address: 200 Hwy 384, Lake Charles, LA 70607 Contact: Staffed 24 hours/Rotating Shifts, 337-905-0106	12	MON		
18	Product Category:72102100 Kelso Bayou Bridge Operator House Located over water Approximately 280 Sq. Ft. Address: 101 Main St., Hackberry, LA 70645 Contact: Staffed 7am-7pm, 7 days/week, Rotating Shifts, 337-762-4650	12	MON		
19	Product Category:72102100 Kelso Bayou Bridge Generator House Located on land Approximately 280 Sq. Ft. Address: 101 Main St., Hackberry, LA 70645 Contact: Staffed 7am-7pm, 7 days/week, Rotating Shifts, 337-762-4650	12	MON		
20	Product Category:72102100 Superior Bridge Operator House Located over water Approximately 88 Sq. Ft. Address: 7821 Grand Chenier Hwy, 70643	12	MON		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Contact: Staffed 6am-4pm, Monday to Thursday, 337-538-2551				
21	Product Category:72102100 Superior Bridge Generator House Located on land Address: 7821 Grand Chenier Hwy, 70643 Contact: Staffed 6am-4pm, Monday to Thursday, 337-538-2551	12	MON		
22	Product Category:72102100 Cameron Ferry Address:1212 Wakefield Rd. Cameron, LA 70631 Contact Person:Stacy Nunez/Jesse Bang, 337-775-2805	12	MON		

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 AWARDING 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.