



# STATE OF LOUISIANA

## FAX BID

**RESPONSES MUST BE  
RECEIVED BY**  
04/30/2025  
11:59 PM CST

Vendor No.: \_\_\_\_\_  
Solicitation: 3000024694  
Opening Date: 04/30/2025

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

### SUBMIT FAX RESPONSE TO:

**Fax Number:** SEE DIRECTIONS BELOW

### SUBMIT NON-ELECTRONIC RESPONSE TO:

**RFx Number:** 3000024694

**Version:** 2

**Buyer:** JENNIFER FONTENOT

**Buyer Phone:** 225-379-1441

**E-Mail:** jennifer.fontenot@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 District 61 Waste Disposal Contract

### Notice to bidder:

Addendum No. 1 - Insurance Requirements

In the original publication, the Insurance Requirements were inadvertently left out of the solicitation. They are now attached.

Please review the attachment and respond accordingly.

### RFx text:

This is a request for EMAILED BIDS. Bids should be emailed to [alice.smith@la.gov](mailto:alice.smith@la.gov) prior to the submission deadline. We are not accepting Fax bids at this time. The RFx No. should be included in the subject line. If the RFx No. is in the subject line, your bid may not be considered for award. The Department of Transportation and Development does not participate in online submittal via the Vendor Portal.

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

<b>Fax bid:</b> 3000024694 <b>Date:</b> 04/30/2025 <b>T-Number:</b>	<b>Bidder:</b>	<b>Page</b> 2 of 10
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This contract is for a period of twelve (12) months beginning July 1, 2025, or date of award, whichever is later, to furnish Waste Disposal Services including container rental for the Louisiana Department of Transportation and Development location below.

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

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

The Department of Transportation and Development reserves the right to cancel this contract with thirty (30) days written notice.

The quantities listed below are estimated usage only. No quantities are guaranteed. Only actual quantities needed will be ordered by DOTD. 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 the bid.

Please print all attachments to ensure all documents related to the RFx are reviewed prior to bidding.

#### **BASIS OF AWARD:**

The award of the contract may be made separately at each location to the lowest responsible bidder complying with all details of this bid as determined by the DOTD Procurement Director.

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

Discounts will not be considered in determining low bidder.

#### **SPECIAL INSTRUCTIONS:**

Unit price bid 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.

#### **DELIVERY INSTRUCTIONS:**

Please see individual lines for delivery times and instructions.

#### **INSURANCE:**

Public liability insurance and workmen's compensation shall be carried by the contractor and a certificate of insurance shall be furnished within ten (10) days after notification. The limits of such insurance shall be from a company licensed to do business in the State of Louisiana per the attached insurance requirements

#### **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. 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://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf>.

#### **VENDOR REGISTRATION:**

<b>Fax bid:</b> 3000024694 <b>Date:</b> 04/30/2025 <b>T-Number:</b>	<b>Bidder:</b>	<b>Page</b> 3 of 10
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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.

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
1	<b>Product Category:76121500</b> Napoleonville Maintenance Unit  One (1) 4-Cubic Yard Container Pickup One (1) time per week, Tuesday - Thursady Between 8:00am and 3:30pm  Ship To Address: DOTD ENG&OP-BATON ROUGE/DIST61 Napoleonville Maintenance Unit 3952 HWY 308 Napoleonville, LA 70390	12	MON		
2	<b>Product Category:76121500</b> CLINTON MAINTENANCE UNIT  One (1) 2 - Cubic Yard Container  Pick up one (1) time per week, Tuesday thru Thursday Between 8:00 A.M. and 3:30 P.M.  Location: District 61 Clinton Maintenance Unit 12115 Liberty St Clinton, LA 70722  Point of Contact: Donna Britz (225) 231-4187	12	MON		
3	<b>Product Category:76121500</b> BRITTANY PROJECT ENGINEER OFFICE  One (1) 4 - Cubic Yard Container  Pick up one (1) time per week, Tuesday thru Thursday Between 8:00 A.M. and 3:30 P.M.  Location: District 61 Brittany Project Engineer 43133 LA Hwy 30 Brittany, LA 70718  Point of Contact: Donna Britz (225) 231-4187	12	MON		
4	<b>Product Category:76121500</b> MCMANUS PROJECT ENGINEER OFFICE	12	MON		

<b>Fax bid:</b> 3000024694 <b>Date:</b> 04/30/2025 <b>T-Number:</b>	<b>Bidder:</b>	<b>Page</b> 4 of 10
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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	One (1) 2 - Cubic Yard Container  Pick up one (1) time per week, Tuesday thru Thursday Between 8:00 A.M. and 3:30 P.M.  Location: District 61 McManus Project Engineer West Side LA Hwy 19, 2 Miles S. of Jct. LA Hwy 10 Ethel, LA 70730  Point of Contact: Donna Britz (225) 231-4187				
5	<b>Product Category:76121500</b> PORT ALLEN MAINTENANCE UNIT  One (1) 4 - Cubic Yard Container  Pick up one (1) time per week, Tuesday through Thursday Between 8:00 A.M. and 3:30 P.M.  Location: District 61 Port Allen Maintenance Unit 320 Oaks Ave Port Allen, LA 70767  Point of Contact: Donna Britz (225) 231-4187	12	MON		
6	<b>Product Category:76121500</b> PLAQUEMINE MAINTENANCE UNIT  One (1) 4 - Cubic Yard Container  Pick up one (1) time per week, Tuesday through Thursday Between 8:00 A.M. and 3:30 P.M.  Location: District 61 Plaquemine Maintenance Unit 57740 Belleview Rd Plaquemine, LA 70764  Point of Contact: Donna Britz (225) 231-4187	12	MON		
7	<b>Product Category:76121500</b> EBR PROJECT ENGINEER OFFICE  One (1) 2 - Cubic Yard Container  Pick up one (1) time per week, Tuesday thru Thursday Between 8:00 A.M. and 3:30 P.M.	12	MON		

<b>Fax bid:</b> 3000024694 <b>Date:</b> 04/30/2025 <b>T-Number:</b>	<b>Bidder:</b>	<b>Page</b> 5 of 10
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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Location: District 61 EBR Parish Project Engineer 10481 Old Hammond Hwy Baton Rouge, LA 70816  Point of Contact: Donna Britz (225) 231-4187				
8	<b>Product Category:76121500</b> DISTRICT 61 BACK YARD  One (1) 2 - Cubic Yard Container  Pick up one (1) time per Week, Monday thru Friday Between 8:00 A.M. and 3:30 P.M.  Location: District 61 Back Yard 8100 Airline Hwy Baton Rouge, LA 70815  Point of Contact: Donna Britz (225) 231-4187	12	MON		
9	<b>Product Category:76121500</b> DISTRICT 61 HEADQUARTERS  One (1) 8 - Cubic Yard Container  Pick up one (1) time per week, Monday thru Friday Between 8:00 A.M. and 3:30 P.M.  Location: DOTD District 61 Headquarters 8100 Airline Hwy Baton Rouge, LA 70815  Point of Contact: Donna Britz (225) 231-4187	12	MON		
10	<b>Product Category:76121500</b> DISTRICT 61 LABORATORY  One (1) 4 - Cubic Yard Container  Pick up one (1) time per week, Monday thru Friday Between 8:00 A.M. and 3:30 P.M.  Location: District 61 Laboratory 8100 Airline Hwy Baton Rouge, LA 70815	12	MON		

<b>Fax bid:</b> 3000024694 <b>Date:</b> 04/30/2025 <b>T-Number:</b>	<b>Bidder:</b>	<b>Page</b> 6 of 10
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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Point of Contact: Donna Britz (225) 231-4187				
11	<b>Product Category:76121500</b> DISTRICT 61 YARD  Two (2) 8 - Cubic Yard Containers  Pick up one (1) time per week, Monday thru Friday Between 8:00 A.M. and 3:30 P.M.  Location: DOTD District Yard 8100 Airline Hwy Baton Rouge, LA 70815  Point of Contact: Donna Britz (225) 231-4187	12	MON		
12	<b>Product Category:76121500</b> EXTRA PICK-UPS AS NEEDED	1	EA		
13	<b>Product Category:76121500</b> DELIVERY/RETRIEVAL FEE PER CONTAINER  Price of delivery for a new container on site and/or the retrieval of old containers.	1	EA		

## **INSTRUCTIONS TO BIDDERS**

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED, WRITTEN IN INK OR SUBMITTED ONLINE VIA THE VENDOR PORTAL, WHICHEVER IS APPLICABLE. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK OR SUBMITTED ONLINE VIA THE VENDOR PORTAL, WHICHEVER IS APPLICABLE.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: ADDRESSED IN THE SPECIAL TERMS AND CONDITIONS SECTION IF APPLICABLE.
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED: ADDRESSED IN THE SPECIAL TERMS AND CONDITIONS SECTION.
7. DESIRED DELIVERY: ADDRESSED IN THE SPECIAL TERMS AND CONDITIONS SECTION.
8. 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 NOT SUBMITTED ON THE STATE'S STANDARD FORMS

BIDS MUST BE FAXED TO THE NUMBER INDICATED, RECEIVED AT THE ADDRESS SPECIFIED, OR SUBMITTED VIA THE ONLINE VENDOR PORTAL, AS SPECIFIED IN THE SOLICITATION, WHICHEVER IS APPLICABLE, PRIOR TO 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 THE BID FORM AND FAXED ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE THE BID OPENING. 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. 44.1. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS.

**16. 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.

**17. DELIVERIES**

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. APPLICABLE LAW**

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

**25. 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.

**26. ADA ACCESSIBILITY REQUIREMENTS**

IF APPLICABLE, THE CONTRACTOR WARRANTS IT WILL COMPLY WITH FEDERAL AND STATE DISABILITIES LAWS AND REGULATIONS AND ALSO WARRANTS THAT THE PRODUCTS AND SERVICES PROVIDED CONFORM TO THE APPLICABLE ACCESSIBILITY REQUIREMENTS OF WCAG 2.1 LEVEL AA OR THE MOST CURRENT VERSION (THE "ACCESSIBILITY STANDARDS"), SECTION 508 OF THE REHABILITATION ACT OF 1973, AND THE AMERICANS WITH DISABILITIES ACT. THE CONTRACTOR AGREES TO PROMPTLY RESPOND TO AND RESOLVE ANY COMPLAINT REGARDING ACCESSIBILITY OF ITS PRODUCTS AND SERVICES. IF AT ANY TIME, PRODUCTS AND SERVICES PROVIDED UNDER THIS CONTRACT DO NOT FULLY CONFORM TO THE ACCESSIBILITY STANDARDS, CONTRACTOR SHALL IMMEDIATELY ADVISE THE STATE OF LOUISIANA OFFICE OF STATE PROCUREMENT (THE "STATE") IN WRITING OF THE NONCONFORMANCE AND SHALL PROVIDE THE STATE A PLAN TO ACHIEVE CONFORMANCE TO THE ACCESSIBILITY STANDARDS, INCLUDING BUT NOT LIMITED TO, AN INTENDED TIMELINE FOR CONFORMANCE. CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE STATE FROM ANY CLAIMS OR DAMAGES ARISING OUT OF ITS FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH. FAILURE TO COMPLY WITH THESE REQUIREMENTS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND MAY BE GROUNDS FOR TERMINATION OF THIS CONTRACT BY THE STATE.

**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.

<b>Fax bid:</b> 3000024694 <b>Date:</b> 04/30/2025 <b>T-Number:</b>	<b>Bidder:</b>	<b>Page</b> 10 of 10
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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. SECRETARY OF STATE REGISTRATION

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

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

## 32. INDEPENDENT PRICE DETERMINATION

BY SIGNING AND SUBMITTING A BID, THE BIDDER CERTIFIES THAT THE PRICE SUBMITTED WAS INDEPENDENTLY ARRIVED AT WITHOUT COLLUSION.

## 33. E-VERIFY

THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF LA R.S. 23:995 AND FEDERAL LAW PERTAINING TO E-VERIFY IN THE PERFORMANCE OF SERVICES UNDER THE CONTRACT.