



**STATE OF LOUISIANA**  
 Department of Transportation & Develop.  
**FAX BID**

**RESPONSES MUST BE  
 RECEIVED BY**  
 05/28/2025  
 11:59 PM CST

Vendor No.: \_\_\_\_\_  
 Solicitation: 3000024839  
 Opening Date: 05/28/2025

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

**Ship To Address:**

Billie  
 Massey  
 DOTD ENG&OP-CHASE/DISTRICT 58  
 Intersection of LA 566 and US 65  
 Waterproof, LA 71375

**SUBMIT FAX RESPONSE TO:**

**Fax Number:** SEE DIRECTIONS BELOW

**SUBMIT NON-ELECTRONIC RESPONSE TO:**

**RFx Number:** 3000024839  
**Version:** 1  
**Buyer:** TARAH GREGG  
**Buyer Phone:** 225-379-1417  
**E-Mail:** tarah.gregg@la.gov  
**Scheduled Begin Date:**  
**Scheduled End Date:**  
**T-Number:**

<b>QUESTIONS TO BE COMPLETED BY VENDOR</b>	<b>Required</b>
1. _____ Delivery will be made this number of days After Receipt of Order (ARO)	NO
2. _____ %discount for payment made within 30 days. Discounts for payment made in less than 30 days, of less than 1%, or applicable to an indefinite quantity contract will be accepted but will not be an award consideration.	NO

**Name of Solicitation:** Rebid -DOTD D8-Liquid Asphalt (MC-30)

**RFx text:**

THIS IS A REQUEST FOR EMAILED BIDS ONLY. Bids should be emailed to Tarah.Gregg@la.gov. We are not accepting Fax Bids at this time due to a technical issue. This is not an order. The vendor portal is NOT APPLICABLE and submitting online IS NOT PERMITTED.

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.

This solicitation is for a one-time purchase to furnish labor, materials, and services required to produce Liquid Asphalt (MC-30), which is acceptable to the Department of Transportation and Development.

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

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

-US Preference Form

-LA Preference Form

-Bid Submission Instructions

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

#### SPECIFICATIONS:

Cutback MC-30 must be in accordance with the 2016 Louisiana Standard Specifications for Roads and Bridges Book, Section 1002. 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.

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.

#### DELIVERY INSTRUCTIONS:

Delivery is expected to be the week of 6/9/2025. District will contact contractor to schedule exact date and time. Contact Billie Massey 318-366-8273 for delivery information.

#### 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 list the Producer/Supplier Code from the AML. 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 and shall include all costs incidental to any license or patent that may be held by any company processing the materials bid on.

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:**

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

**ORDERS, PENALTIES AND DEMURRAGE:**

The District will confirm the delivery 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 District 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.

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.

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 paid to the contractor.

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.

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

Invoice price must agree with purchase order 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/>

#### **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.

Fax bid: 3000024839  
Date: 05/28/2025  
T-Number:

Bidder:

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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://www.cfprd.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.

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
1	<b>Product ID: 11501 Product Category:30121600</b> ASPHALT,CUTBACK,MC-30  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  District's tank will hold 1800 gallons.	3,600	GAL		
2	<b>Product Category:78141501</b> Delivery/freight charge  Delivery/freight charge per trip  Delivery will be needed near the intersection of LA 566 and US 65, Tensas Parish, Louisiana 71375	1	EA		
3	<b>Product Category:78141501</b> Additional Pump off  Additional pump off charge	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.

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.