



STATE OF LOUISIANA
Department of Transportation & Develop.
INVITATION TO BID

**RESPONSES WILL BE
PUBLICLY OPENED**

08/29/2025
10:00 AM CST

Vendor No.: _____
Solicitation: 3000025230
Opening Date: 08/29/2025

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

Ship To Address:

Department of Transportation & Develop.
DOTD Eng&Op-Central Whse/Sec55
7686 Tom Dr
Baton Rouge, LA 70806

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

RFx Number: 3000025230
Version: 1
Buyer: KEVIN WALKER
Buyer Phone: 225-379-1462
E-Mail: kevin.walker@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 Wavetronix Radar Detection System

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.

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

Attached are the copies of the:

US Preference Statement
LA Preference Statement
Bid Submission Instructions
Cooperative Purchase Agreement
District Delivery and Contact List
Insurance Requirements

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

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

Award will be made to overall low bidder meeting the requirements of the bid.

NOTE: THIS HAS BEEN APPROVED AS A PROPRIETARY PURCHASE AND ONLY BIDDERS MEETING THESE EXACT SPECIFICATIONS/BRAND WILLBE CONSIDERED FOR AWARD. NO SUBSTITUTE ACCEPTABLE.

CONTRACT:

Annual contract to furnish Wavetronix Radar Detection System parts for a period of twelve (12) months beginning September 5, 2025 through September 4, 2026 or date of award whichever is later.

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

TECHNICAL SUPPORT:

Contractor shall provide phone/online technical support for the Wavetronix products contained within this contract. Technical support contact information shall be provided to the Statewide Signal Engineer. Contractor must notify the Statewide Signal Engineer of any contact information changes.

IN PERSON TRAINING:

At no additional cost to the Department, Contractor shall provide one (1) annual in person training for approximately 45 LADOTD personnel at 7686 Tom Dr., Baton Rouge, LA 70806. Training dates shall be coordinated with the Statewide Signal Engineer.

Annual training shall include a one (1) day eight (8) hour in person class. Training may exceed one (1) eight (8) hour session but not more than two (2) eight (8) hour sessions. Annual training that will exceed one (1) day shall be coordinated with the Statewide Signal Engineer in advance of arrival.

In person training shall include but not be limited to detailed instruction regarding installation, operation, maintenance, troubleshooting, etc. Contractor shall supply copies of course material to be retained by each attendee at no additional cost to the Department.

Additional in person training sessions may be requested by the Statewide Signal Engineer and coordinated with the Contractor during the contract period at the per training session fee noted on Line No. 11.

NOTE: All training personnel must be certified by the manufacturer.

ON-SITE FIELD VISITS WITH HANDS-ON TRAINING:

Upon request, Contractor shall provide on-site field visits at LADOTD Districts and/or Section 45. Field visits shall consist of one (1) informal hands-on training day. Field visit shall not exceed eight (8) hours

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per location. Training shall be tailored to the field technician's needs for that particular district and/or section.

On-site field visits shall be scheduled with the Contractor by the respective District Traffic Operations Engineer (DTOE) / Section 45 Statewide Signal Engineer. Site addresses will be provided upon scheduling. There are nine (9) Districts within LADOTD. The Department does not anticipate more than ten (10) on-site field visits per year, but reserves the right to schedule additional training sessions as needed should the Districts and/or Section 45 feel additional sessions are necessary.

On-site field visits will be at the cost per field visit noted on Line No. 12.

NOTE: All training personnel must be certified by the manufacturer.

INSURANCE:

Public liability insurance, automobile insurance, and workers compensation shall be carried by the Contractor for the duration of the contract period.

PRICES:

All prices are net including transportation and handling charges fully prepaid to the destination (FOB Destination) and include all costs incidental to any license or patent that may be held by any company. Contractor agrees to hold the Department of Transportation and Development harmless from any claims, suits, costs or penalties for infringement or use of a licensed or patented products.

QUANTITIES:

The quantities listed in each line item 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.

COOPERATIVE AGREEMENT:

Contractor has accepted the Cooperative Purchase Agreement. Contractor understands and agree that deliveries to other State Agencies, Political Subdivisions or Quasi Agencies will be on a statewide basis.

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.

NOTE: All bidders should furnish descriptive literature with bid.

Bidder may be required to furnish literature prior to award.

All bidders should indicate the manufacturer and model number for each line number. If manufacturer and model number is not shown, bid may not be considered for award.

Products are subject to laboratory testing before final acceptance.

Low bidder may be required to submit a sample of product bid. If requested, sample must be furnished at vendor's expense and received within ten (10) days from date of request. Package should be clearly

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labeled with company name, brand name and number and Solicitation number.

DELIVERY INSTRUCTIONS:

The successful bidder will be required to deliver to all Districts/Sections listed on the District/Section Delivery and Contact Information page included in this solicitation and to any other Louisiana Department of Transportation and Development location(s) that may not be specifically stated, for the same prices, terms and conditions specified herein.

Please note, acceptable delivery days and times vary per delivery location. Successful bidder should contact the District/Section Point of Contact noted on each Purchase Order at least forty-eight (48) hours prior to delivery for accepted delivery days and times and ensure someone will be onsite to receive the delivery. Many Districts/Sections do not accept Friday deliveries, prior approval is required. The Department is not responsible for delays in delivery if the District/Section is not contacted at least forty-eight (48) in advance of delivery. Deliveries are not accepted at any location on weekends, holidays or during times of disaster.

DAMAGE IN SHIPMENT:

Shipments under this contract are F.O.B. destination and title to the goods remain with the contractor until accepted by the Department. However, the Department has a responsibility to report any damage immediately to the contractor. In all cases, a note of damage (except concealed damage) shall be noted on the freight bill at the time the shipment is received by the Department. In all cases where an adjustment is made by the contractor because of damage, the contractor shall issue a credit memorandum to the Department and shall not be required to ship the small quantities which were damaged.

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:

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>.

Bidders who are a Louisiana or foreign LLC or Corporation should be appropriately registered with the Louisiana Secretary of State. Phone (225)925-4704 Website: www.sos.la.gov

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
1	Product ID: 51940 Product Category:46161500 SENSOR,PRESENCE,MATRIX,WAVETRONIX SMARTSENSOR MATRIX PRESENCE SENSOR FOR WAVETRONIX RADAR DETECTION SYSTEM, WAVETRONIX PART NO. SS-225 BRAND: _____ MODEL: _____	250	EA		
2	Product ID: 51941 Product Category:46161500 SENSOR,ADVANCE,WAVETRONIX SMARTSENSOR ADVANCE SENSOR FOR WAVETRONIX RADAR DETECTION SYSTEM, WAVETRONIX PART NO. SS-200E BRAND: _____ MODEL: _____	55	EA		
3	Product ID: 51942 Product Category:46161500 BRACKET,MOUNTING,SENSOR,WAVETRONIX SENSOR MOUNTING BRACKET FOR WAVETRONIX RADAR DETECTION SYSTEM, WAVETRONIX PART NO. SS-611 BRAND: _____ MODEL: _____	300	EA		
4	Product ID: 51943 Product Category:46161500 TERMINAL STRIP,J-BOX,IN LINE,WAVETRONIX IN LINE TERMINAL STRIP J-BOX FOR WAVETRONIX RADAR DETECTION SYSTEM, WAVETRONIX PART NO. SS710 BRAND: _____ MODEL: _____	300	EA		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
5	Product ID: 51944 Product Category:46161500 PIGTAIL,6 FT,WAVETRONIX SMARTSENSOR MATRIX-ADVANCE PIGTAIL FOR WAVETRONIX RADAR DETECTION SYSTEM, WAVETRONIX PART NO. SS-704-006 BRAND: _____ MODEL: _____	300	EA		
6	Product ID: 51945 Product Category:46161500 PIGTAIL,20 FT,WAVETRONIX SMARTSENSOR MATRIX-ADVANCE PIGTAIL FOR WAVETRONIX RADAR DETECTION SYSTEM, WAVETRONIX PART NO. SS-704-020 BRAND: _____ MODEL: _____	25	EA		
7	Product ID: 51946 Product Category:46161500 PIGTAIL,40 FT,WAVETRONIX SMARTSENSOR MATRIX-ADVANCE PIGTAIL FOR WAVETRONIX RADAR DETECTION SYSTEM, WAVETRONIX PART NO. SS-704-040 BRAND: _____ MODEL: _____	15	EA		
8	Product ID: 51949 Product Category:46161500 CABLE,HOME-RUN,WAVETRONIX FOR WAVETRONIX RADAR DETECTION SYSTEM, WAVETRONIX PART NO. MATRIX-ADVANCE BRAND: _____ MODEL: _____	65,000	LF		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
9	Product ID: 55620 Product Category:46161500 INTERFACE,ARC6,W/O SENSORS,WAVETRONIX SUPPORTS UP TO SIX (6) SMARTSENSOR SURGE V2 CARDS, WAVETRONIX ARC6, PART NO. 102-0594 BRAND: _____ MODEL: _____	75	EA		
10	Product ID: 55622 Product Category:46161500 CARD,V2,SURGE,SMARSENSOR,WAVETRONIX FOR USE WITH THE ARC6 CABINET INTERFACE, WAVETRONIX SMARSENSOR SURGE V2, PART NO. 102-0562 BRAND: _____ MODEL: _____	325	EA		
11	Product Category:86101700 ADDITIONAL IN PERSON TRAINING FEE Additional one (1) day eight (8) hour in person classes may be requested in excess of the annual training course included in the contracted price. As needed, the request will come through the State Traffic Signal Engineer and be coordinated with the contractor during the contract period. Training session may exceed one (1) eight (8) hour session but not more than two (2) eight (8) hour sessions. Training sessions that will exceed one (1) day shall be coordinated with the State Traffic Signal Engineer in advance of arrival. Course work shall include but not be limited to detailed instruction regarding installation, operation, maintenance, troubleshooting, etc. Contractor shall supply copies of course material to be retained by each attendee. Cost of course material to be included in the additional in person training fee. NOTE: All training personnel must be certified by the manufacturer.	1	EA		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
12	Product Category:86101700 ON-SITE FIELD VISIT TRAINING FEE Upon request, Contractor shall provide on-site field visits at LADOTD Districts and/or Section 45. Field visits shall consist of one (1) informal hands-on training day. Field visit shall not exceed eight (8) hours per location. Training shall be tailored to the field technician's needs for that particular district and/or section. On-site field visits shall be scheduled with the Contractor by the respective District Traffic Operations Engineer (DTOE) / Section 45 Statewide Signal Engineer. Site addresses will be provided upon scheduling. There are nine (9) Districts within LADOTD. The Department does not anticipate more than ten (10) on-site field visits per year, but reserves the right to schedule additional training sessions as needed should the Districts and/or Section 45 feel additional sessions are necessary. NOTE: All training personnel must be certified by the manufacturer.	1	EA		

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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. ALL BID INFORMATION SHALL BE IN INK, TYPEWRITTEN, OR SUBMITTED ONLINE VIA THE VENDOR PORTAL, WHICHEVER IS APPLICABLE.
11. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER 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 AND 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

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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.

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. 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.

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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 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.

27. 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.

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

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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 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.

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

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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.

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 COMERCIAALLY 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. PROHIBITION OF COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES:

IN ACCORDANCE WITH LA. R.S. 39:1602.2, THE FOLLOWING APPLIES TO ANY COMPETITIVE SEALED BIDS, COMPETITIVE SEALED PROPOSALS, OR CONTRACTS WITH A VALUE OF \$100,000 OR MORE INVOLVING A FOR-PROFIT COMPANY WITH AT LEAST FIFTY FULL-TIME EMPLOYEES:

UNLESS OTHERWISE EXEMPTED BY LAW, BY SUBMITTING A RESPONSE TO THIS SOLICITATION OR ENTERING INTO THIS CONTRACT, THE BIDDER, PROPOSER, OR CONTRACTOR CERTIFIES THE FOLLOWING:

1. THE COMPANY DOES NOT HAVE A PRACTICE, POLICY, GUIDANCE, OR DIRECTIVE THAT DISCRIMINATES AGAINST A FIREARM ENTITY OR FIREARM TRADE ASSOCIATION BASED SOLELY ON THE ENTITY'S OR ASSOCIATION'S STATUS AS A FIREARM ENTITY OR FIREARM TRADE ASSOCIATION;
2. THE COMPANY WILL NOT DISCRIMINATE AGAINST A FIREARM ENTITY OR FIREARM TRADE ASSOCIATION DURING THE TERM OF THE CONTRACT BASED SOLELY ON THE ENTITY'S OR ASSOCIATION'S STATUS AS A FIREARM ENTITY OR FIREARM TRADE ASSOCIATION.

THE STATE RESERVES THE RIGHT TO REJECT THE RESPONSE OF THE BIDDER, PROPOSER, OR CONTRACTOR IF THIS CERTIFICATION IS SUBSEQUENTLY DETERMINED TO BE FALSE, AND TO TERMINATE ANY CONTRACT AWARDED BASED ON SUCH A FALSE RESPONSE OR IF THE CERTIFICATION IS NO LONGER TRUE.

35. 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

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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).

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

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

38. INDEPENDENT PRICE DETERMINATION

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

39. 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.