**SOLICITATION NUMBER 2027-33**
DRAYAGE CONTRACT

SECRETARY OF STATE
STATE OF LOUISIANA

NANCY LANDRY
SECRETARY OF STATE

P.O. BOX 94125
BATON ROUGE, LA 70804-9125
225.922.2880

# NOTICE OF INVITATION TO BID

**TO:** **PROPOSED BIDDERS**

**FROM:** **NANCY LANDRY**
**SECRETARY OF STATE**

**RE:** **DRAYAGE CONTRACT BIDS FOR 2027**

The Secretary of State's office will be posting all solicitations on its website, as well as on the Office of State Purchasing's website in the LaPAC link. Notices will still be mailed as required, but they will not contain the bid packet that has customarily been provided. If you would still like to obtain a bid packet or have other questions, you may contact Tina Hebert at (225) 922-3023 or email tina.hebert@sos.la.gov or Melissa Johnson at (225)922-0424 or email at melissa.johnson@sos.la.gov.

You may obtain an electronic copy of the drayage bid documents from the Office of State Purchasing website or the Secretary of State website:

- Office of State Purchasing: https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm
- Search Bids by Department. Click on the link: State – Secretary of State. Find the parish bid you are searching and click there. You would print from this link.

- Secretary of State home page: http://www.sos.la.gov/, under "Our Office", "View "Solicitations".

Please note there have been significant modifications to the bid specifications and requirements. Please be sure to read all information and forms contained in the bid package prior to completing your bid. After you have completed your bid package, please write the applicable bid number, bid due date and parish on your mailing envelope, as well as any courier forms, if using courier, such as FedEx, UPS, etc. Be sure your return envelope is sealed with all information on that envelope.

Sincerely,

Melisa Johnson
Purchasing Director

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# SECRETARY OF STATE
## STATE OF LOUISIANA

NANCY LANDRY
SECRETARY OF STATE

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## ADVERTISEMENT FOR BIDS

The Department of State, Secretary of State Nancy Landry is proposing to contract for the drayage or hauling of voting machines and related election material in and for the parish of Madison, and will receive sealed bids thereon until **December 18, 2026 at 10:00 am CST**.

All interested parties may obtain a bid package by applying in writing to the Department of State, P.O. Box 94125, Baton Rouge, Louisiana 70804-9125, in person at the Department's Purchasing Office located at 3851 Essen Lane, Baton Rouge, Louisiana 70809, or by calling Tina Hebert at (225) 922-3023 or Melissa Johnson at (225)922-0424. Otherwise, you may obtain an electronic copy of the drayage bid documents from the Office of State Purchasing website or the Secretary of State website:

- Office of State Purchasing: http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp
  Search Bids by Department. Click on the link: State – Secretary of State. Find the parish bid you are searching and click there. You would print from this link.

- Secretary of State home page: http://www.sos.la.gov/, under "Our Office", "View Solicitations".

Bid packages will be available beginning **November 17, 2026**

The contract shall be for a primary term beginning from date of award ending December 31, 2027 and shall contain an option to renew for two (2) additional 12-month periods at the same prices, terms and conditions, not to exceed thirty-six (36) months.

All bids must be submitted in writing on the forms provided by the Department in accordance with the Louisiana Procurement Code and Louisiana Administrative Code Title 31, Part III, Chapter 1, and should be either delivered by hand or courier service to the Purchasing Department located at 5651 Essen Lane, or sent by registered or certified mail with a return receipt requested to Department of State, Post Office Box 94125, Attention: Roxane Williams, Baton Rouge, Louisiana 70804-9125. All bids must be signed in original ink. Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Bidder is solely responsible for the timely delivery of its bid. **NO BIDS WILL BE ACCEPTED AFTER THE DATE AND HOUR SPECIFIED ABOVE**. Failure to meet the bid opening date and time shall result in rejection of the bid.

If the bidder is an agency, corporation or partnership, evidence of authority to submit a bid shall be required in accordance with R.S. 39:1594(C)(4).

**Bids will be publicly opened and read in the Archives Auditorium located in the State Archives Building at 3851 Essen Lane, Baton Rouge, Louisiana 70809 on December 18, 2026 at 10:00 am CST**. Bids will be awarded to the lowest responsible and responsive bidder within ten (10) days of bid opening. The successful bidder will be required to comply fully with all contract specifications and requirements.

The Secretary of State reserves the right to refuse any and all bids and to waive any and all informalities. All contracts are subject to the availability of funds.

Dated and signed in Baton Rouge, Louisiana this 17th, day of November, 2026.

NANCY LANDRY
SECRETARY OF STATE

# DEPARTMENT OF STATE
# INVITATION TO BID
# DRAYAGE CONTRACT

## I. CONTENTS OF BID PACKAGE

Each bid package includes the Invitation to Bid; the Department of State's administrative rules regarding procurement of voting machine drayage (LAC 31.III.101 *et seq*.); a copy of the Louisiana Code of Governmental Ethics statute regarding prohibited contractual arrangements for potential bidders (La. R.S. 42:1113); Advertisement for Bid, Drayage Bid Form; a Contractor Disclosure of Ownership Form; a No Felony Conviction Employee Certification Affidavit Form; Acknowledgement of Pre-Bid Training Affidavit; and a Sample Contract.

**PARISH: Madison**

**AVERAGE NUMBER OF VOTING MACHINES DRAYED PER ELECTION: Fifty-six (56)**

**NUMBER OF PRECINCTS: 26**

Bids must be received on or before 10:00 am, CST, December 18, 2026 at which time bids will be publicly opened and read.

## II. BID GUARANTY OF BID BOND

A. A bid guaranty in the form of a bond, certified check, or money order made payable to the State of Louisiana, Department of State in the amount of five percent (5%) of the bid must accompany each bid submitted. DO NOT SEND CASH.

For Example: If you submit a bid of $50.00 per voting machine in a parish with 100 voting machines, your bid guaranty or bond would be $250.00. Use this simple formula:

BID PER MACHINE x NUMBER OF MACHINES x 5% = BID GUARANTY OR BOND

B. If you are determined to be the lowest responsive and responsible bidder for the parishes and you decline to accept the contract for the parish, you will forfeit your bid guaranty or bid bond for those parishes.

C. Obvious errors or errors supported by clear and convincing evidence may be corrected, or bids may be withdrawn, if such correction or withdrawal does not prejudice other bidders and such actions may be taken only to the extent permitted under this Invitation to Bid. A request to withdraw a bid after the bid opening must be made within three (3) business days after bid opening, and supported in writing. If it is determined that the error is patently obvious, then the bid may be withdrawn, and if a bid guaranty was required it shall be returned to the bidder.

Minor informalities are matters of form rather than substance which are evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, delivery or contractual conditions is not significant. The Secretary of State, or his designee may waive such informalities or allow the bidder to correct them depending on which is in the best interest of the state.

If the mistake and the intended bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended bid and may not be withdrawn. Some examples of mistakes that may be clearly evident on the face of the bid document are typographical errors, errors in extending unit prices, unit prices placed in the extended amount column, and failure to return an addendum provided there is evidence that the addendum was received. When an error is made in extending total prices the unit bid price will govern. Under no circumstances will a unit bid price be altered or corrected unless it is obvious that a unit price is submitted in a different unit of measure than shown on the bid form and the bidder's extended total verifies that the unit bid price was submitted using a wrong unit of measure, then the unit price may be changed to correspond with the correct unit of measure.

## III. PROCEDURE FOR SUBMITTING BIDS

A. Submit your bid on the bid form enclosed in the bid package. You must use this form or duplicate thereof. Fill out the bid form completely and sign it.

B. Signature Authority: In accordance with La. R.S. 39:1594(C)(4), if the bidder is a corporation, partnership, or other legal entity, the authority of the person signing the bid must be evidenced in one of the following ways (please circle the one which applies to the signer of the bid):

1. The signer of the 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 listed in the most current partnership records on file with the Secretary of State. **If this applies, a copy of the annual report or partnership record must be submitted upon request. The copy must be received by the Secretary of State within seven (7) days of receipt of the request.** *See* La. R.S. 39:1594(C)(4)(a).

2. The signer of the bid is a representative of the bidder, and is authorized to submit the bid as evidenced by a corporate resolution or certification as to the corporate principal. **If this applies, a copy of the resolution or certification must be submitted upon request. The copy must be received by the Secretary of State within seven (7) days of receipt of the request.** *See* La. R.S. 39:1594(C)(4)(b).

3. The bidder has filed with the Secretary of State's Commercial Division an affidavit, resolution, or other acknowledged or authentic document indicating that the signer is authorized to submit bids for public contracts. **If this applies, a copy of the applicable document must be submitted upon request. The copy must be received by the Secretary of State within seven (7) days of receipt of the request.** *See*, La. R.S. 39:1594(C)(4)(c).

By signing the bid, the bidder certifies compliance with the above.

C. Good Standing:

1. The successful bidder must be in good standing to be awarded a contract.

2. A company that is not in good standing means: (a) any company which is delinquent in filing an annual report with the Secretary of State; or (b) any foreign company that is not registered with the Secretary of State at the time of submitting a bid.

3. Each corporation and limited liability company, domestic and foreign, which is not in good standing, is prohibited from engaging in commercial business operation with the state or its boards, agencies, departments, or commissions.

4. Any contract between a corporation which is not in good standing and the state or its boards, agencies, departments, or commissions is subject to be declared null and void, by said board, agency, department, or commission or by the Division of Administration. *See*, La. R.S. 12:1-128; 12:205.1; 12:262.1(F)

D. A completed and notarized Contractor Disclosure of Ownership Form, a No Felony Conviction Employee Certification Affidavit certifying that the individual or the principal officers of the agency, corporation, or partnership are not under any felony conviction, and an Acknowledgement of Pre-Bid Training Affidavit, must be attached to the bid.

E. The bidder will be required to certify that he will not in any way hire, employ, contract with, or subcontract with any person who has been convicted or who has pled guilty to an election offense. *See* La. R.S. 18:1461 *et seq*. for list of election offenses.

F. Insert the bid form into an envelope. Only one bid form may be used for each bid envelope. Seal the envelope securely.

**Write the Bid Number, Parish Name, and "SEALED BID" on the outside of the envelope on the front and back of the envelope legibly.**

G. Bids may be mailed through the U.S. Postal Service to our P.O. Box at:

**LA Department of State**
**P. O. Box 94125**
**Baton Rouge, LA 70804-9125**
**Attn: Purchasing Department**
**Melissa Johnson**

Bids may be delivered by hand or courier service to our physical location at:

**Department of State**
**Secretary of State, Purchasing Section**
**3851 Essen Lane**
**Baton Rouge, LA 70809**
**Attn: Purchasing Department**
**Melissa Johnson**

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Department of State and the Secretary of State Purchasing Office are not responsible for any delays caused by the bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date and time shall result in rejection of the bid. Bids will not be accepted by electronic facsimile (FAX) or electronic mail (e-mail) transmission.

**To view the Drayage Training on Safely Hauling AVC Voting Machines, please comply with the following:**

Go to www.sos.la.gov and enter "View Solicitations" in the search box on the upper right side of the homepage. Click on "View Solicitations" in the results list. Under the heading "Drayage", click on "View instructions for all drayage bids" to view the Drayage Presentation on Safely Hauling AVC Voting Machines.

## IV. BID SPECIFICATION

### A. Drayage Services

Subject to the terms and conditions set forth herein, the provisions of Title 18 of the Louisiana Revised Statues ("Louisiana Election Code"), including but not limited to Chapter 4 of the Title entitled "Registration of Voters" and Chapter 8 entitled "Voting and Voting Machines," and LAC 31.III.101 *et seq*., the lowest responsive and responsible bidder (hereinafter "Contractor") shall perform all services necessary to ensure the proper and timely delivery and return of the voting machines allocated for use in the Parishes, precinct registers, and any and all other election equipment and supplies in connection therewith, to and from the storage warehouses and polling places, or demonstration sites. The Contractor shall work with the Clerk of the District Court, who is the ex officio parish custodian of voting machines in each parish and with any deputy parish custodian appointed by the Clerk. Drayage services shall specifically include, but not be limited to, the following:

1. *Precinct Registers* - The Contractor shall obtain the precinct registers from the Parish Registrar of Voters, which precinct registers shall be delivered by the Contractor to the designated voting machine warehouse(s) for insertion in the proper voting machines by

the Parish Custodian. Following an election, the Contractor shall return all precinct registers and any "ROV Envelopes" to the Parish Registrar of Voters at a time designated by the Secretary of State. Precinct registers shall be transported with care to prevent damage to the security seals and the binders. With the express, written permission of the Secretary of State the Contractor may be relieved of this responsibility, if it is adequately performed by the Parish Registrar of Voters.

2. "*Vote Here" Signs* – The Contractor shall obtain the "Vote Here" signs from the warehouse and shall deliver them with the voting machines to the designated precincts to be put in place on election day by the commissioners. Following the election, the Contractor shall return the "Vote Here" signs to the warehouse at the same time the Contractor transports the voting machines back to the warehouse.

3. *Covering and Loading* - ***Only enclosed trucks or enclosed trailers may be used to transport voting machines***. Tarps or any other type of covering on an open truck or trailer is not acceptable to transport voting machines. The Contractor shall cover all voting machines to be transported with individual machine covers and load all such voting machines out of the warehouses in which the voting machines are stored between elections. The voting machines shall be loaded and tied on the trucks to the satisfaction of the Secretary of State or his designated representative. Proper moving straps must be used. Rope or twine of any strength shall not be used. The enclosed truck or enclosed trailer must be in good working order and be free from any defect or damage that would affect the safety or security of the voting machines.

4. *Hauling, Delivering, and Set-up* - The Contractor shall perform all hauling or drayage necessary to distribute the voting machines from the warehouse to the polling precincts and/or demonstration sites, as designated by the Parish Custodian. In performing such duties, the Contractor shall supply all needed labor and equipment at the Contractor's sole expense. The Contractor shall deliver and unload the voting machines and their paraphernalia, together with keys to each voting machine, obtain a receipt for the same from the Deputy Parish Custodian. If deemed necessary by the Parish Custodian, and subject to approval by the Secretary of State or his designee, the Contractor shall also raise the voting machines to voting position.

5. *Voting Machine Chain of Custody Form* - Upon receipt of voting machines from warehouses, delivery to precincts, and return to warehouse, the Voting Machine Chain of Custody Form must be completed and signed by Drayman, or his designee, and Custodian.

6. *Delivery Schedule* - All such delivery and set-up shall occur on a schedule determined by the Contractor and pre-approved by the Parish Custodian, which schedule shall be furnished to and approved by the Parish Custodian not later than 5 p.m. on the fifteenth (15th) day prior to the election ("Schedule"). If a schedule cannot be agreed upon by the Contractor and the Parish custodian, the schedule shall be furnished to the Secretary of State not later than 5 p.m. on the thirteenth ($13^{th}$) day prior to the election for review and approval by the Secretary of State or his designee. Notwithstanding the foregoing, all voting machines must be distributed to and set up within each and every polling place between the hours of 7:00 a.m. and 8:00 p.m. of the day preceding the election, and must be removed and returned to said warehouse by 8:00 p.m. on the second day following the said election (within 48 hours after the closing of the polls), unless required by law to be returned earlier due to a holiday.

   In the case of demonstration of voting machines used in connection with such elections, the drayage shall be at a time and place to be specified by the Secretary of State or his designee. In the case of demonstration of voting machines used in connection with commissioner training schools, the drayage shall be at a time and place to be specified by the Parish Custodian with final approval by the Secretary of State or his designee.

   Not all voting machines will be utilized for each election or demonstration. However, in the case of state wide elections, the prospective Contractor must have sufficient equipment and personnel to timely and properly cover, haul, and return all voting machines.

7. *Return to Warehouse* - Within forty-eight (48) hours of the closing of the polls, and at the time designated by the Schedule, the Contractor shall lower, if necessary, and load and transport the voting machines back to the warehouse. The Contractor shall place all voting machines in their designated positions in the warehouse, remove the cover from each machine, and fold and store the machine cover.

   Upon return of each voting machine to the warehouse, the Secretary of State or his representative shall inspect the voting machines. Acceptance of the machines shall only be made once the inspector determines that all requirements and conditions of the Contract have been met, including the Voting Machine Damage Report to be completed by all parties.

8. *Election Day Services* – Upon notification by the Secretary of State, Parish Custodian or their representatives, the Contractor shall deliver additional voting machines to any precinct where they are needed on election day. To make election day deliveries, the Contractor shall have available at the warehouse sufficient equipment and manpower within 20 minutes or less from the time a telephone call is received from either the Secretary of State, Parish Custodian, or their designees for such emergency day deliveries. The services shall be performed under the supervision of the Parish Custodian or his deputy and/or personnel of the Secretary.

9. *Private Election Services* - By separate agreement with the Secretary of State, the Contractor may agree to be included on an approved list of drayage for private election services for the conduct of private elections. If requested to dray for a private election, the Contractor may do so under the same terms and conditions of this Contract, but shall be entitled to payment at double the cost herein per voting machine hauled round trip, and guaranteed a minimum payment of three (3) machines.

10. *Voting Machine Demonstration and Commissioner Training Services* – If requested by the Secretary of State, the Parish Custodian, or their designees to dray for voting machine demonstrations or commissioner trainings, the Contractor shall do so under the same terms and conditions of this Contract, but shall be entitled to payment at double the cost herein per voting machine hauled each way, and guaranteed a minimum payment of three (3) machines.

**B. <u>Contract Price</u>**

In connection with the services rendered herewith, the Contractor shall be entitled to the awarded dollar amount per voting machine hauled round trip in accordance with the bid submitted by the Contractor. The number of voting machines used and hauled pursuant to the Contract will vary depending upon the type of election or demonstration. The contract price shall be applicable only to those voting machines actually used and hauled during an election or demonstration. Voting machines that are used in a precinct located inside a voting machine warehouse are not a part of the Contract and the contract price shall not apply to those machines, unless prior approval is given by the Secretary of State.

On completion of the services, the Contractor shall submit the drayman's billing copy of the drayage invoice to the Secretary of State, all in accordance with the intent of Title 18 of the Louisiana Revised Statutes and LAC 31:III.101 *et seq*., which invoice shall be paid within thirty (30) days after receipt thereof if there is no damage to the voting machines which is the fault of the Contractor. All damage to the voting machines by the Contractor shall be reimbursed by the Contractor upon receipt of an invoice from the Secretary of State detailing the parts and price for repair. The completed Record of Elections, Damage Report, reimbursement by Contractor for damage, if any, and warehouse copy of the drayage contract must be received by the Office of Management and Finance prior to payment being made to the Contractor.

C. **<u>Term and Scope.</u>**

The contract shall begin on the date specified in the Contract and shall continue through 12:00 midnight, of the date specified in the Contract. In addition to the initial term, the Secretary of State shall have a right to renew this Contract for 2 additional 12-month periods not to exceed

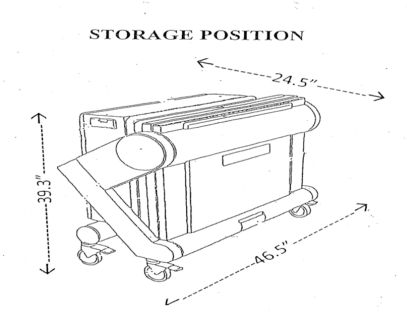
36 months at the same price, terms, and conditions. If the Secretary of State desires to renew the Contract beyond the initial term, written notice will be provided to the Contractor sixty (60) days prior to the expiration of the initial term. The Contract shall not extend before the date specified in the contract. Any renewal of the Contract shall be dependent upon the appropriation of funding by the Louisiana Legislature sufficient to support the continuation of the agreement.

The Contractor shall provide all necessary services in connection with any and all regular and special elections regulated or conducted by the State. The Contractor shall be responsible for drayage services in connection with the number of voting machines specified here and all supplies and other election paraphernalia related thereto, including but not limited to precinct registers and "Vote Here" signs. The Contractor expressly acknowledges that the number of voting machines to be transported will vary depending on the type of election (statewide, tax election, etc.) or demonstration. Voting machines that are used in a precinct located inside a voting machine warehouse are not a part of the Contract, unless prior approval is given by the Secretary of State.

**D. <u>Equipment</u>**

1. *Specifications and Value* - The successful bidder must have sufficient equipment to haul all voting machines covered by this bid and subsequent contract. The prospective contractor must use only enclosed trucks or enclosed trailers as specified herein. Tarps or any other type of covering on an open truck or trailer is <u>not</u> acceptable to transport electronic voting machines. The Contractor shall cover all voting machines to be transported with individual machine covers and load all such voting machines out of the warehouses in individual machine covers and load all such voting machines out of the warehouses in which the voting machines are stored between elections. All voting machines shall be loaded, blocked and strapped on the trucks at all times during drayage to the satisfaction of the Secretary of State or his designated representative. Proper moving straps must be used. Rope or twine of any strength shall not be used. Each voting machine weighs approximately 265 pounds, and each is protected by an individual machine cover. Each machine is valued at approximately Six Thousand Dollars ($6,000). Trucks and trailers must be of sufficient weight and load-bearing ability to safely carry the voting machines.

**Diagram of Machine:**




2. *Repair Work* - The Contractor, or its representatives, agents or employees shall not be permitted to do any repair work on any voting machine which is damaged in transit or at the polls or a demonstration site. If any voting machine is damaged, or if the front or rear door seal on any machine is damaged or missing, whether in transit or otherwise, the Contractor shall notify the Parish Custodian and the Secretary of State warehouse staff immediately and proper forms shall be signed by the Contractor, or his designee, and Secretary of State warehouse staff. The Secretary shall submit an invoice of estimated repair cost to the Contractor immediately following the election and the Contractor shall be responsible for remitting estimated cost payment to the Department of State prior to payment under the Contract. If during repair, the Secretary finds additional damage, the Contractor shall be notified for a re-inspection prior to any additional repair and invoicing for additional repair cost.

3. *Liability for Damages* - Any inspection and acceptance performed pursuant to the terms of the Contract **<u>shall not</u>** release the Contractor from any lawful liability incurred by reason or as a result of its hauling and drayage of any such machine.

## E. Insurance

1. *Workers' Compensation Insurance* - If you are determined to be the lowest responsive and responsible bidder and you are awarded the contract, you shall maintain Worker's Compensation coverage for claims made by persons against you or the State in limits not less than $100,000 per person and in no case less than the statutory requirement. In addition, you will be required to name the State of Louisiana and particularly the Department of State as the statutory employer of the persons working for you under this Contract. The State and the Contractor further acknowledge that this recognition is limited to the status of a statutory employer under the workers' compensation law of Louisiana and is not intended to create any other rights or responsibilities of the parties or the employees of the Contractor. The Contractor agrees to include this Statutory Employer provision in all contracts and subcontracts for any and all work contemplated by or included in the Agreement. In the event this Statutory employer provision is not included in any such contract or subcontract, the Contractor agrees to indemnify and hold the State harmless from and against any claim, loss or liability arising out of denial of statutory employer status for the State under the Contract, including all reasonable attorneys' fees of the State incurred in connection with any such claim. The Contractor must agree to defend any such claim through counsel acceptable to the State, at the sole cost of the contractor. The State, notwithstanding, in its sole discretion, shall be entitled to provide its own defense to any such claim, demand or cause of action, provided that the Contractor shall reimburse the State for all its costs, expenses and attorney fees in connection with the defense. You will be required to furnish evidence of such insurance coverage upon notification and prior to signing the contract.

2. *Liability Insurance* - If you are determined to be the lowest responsive and responsible bidder and you are awarded the contract, you must have or you must obtain the following forms of insurance coverage for claims made against the State of Louisiana, the Department of State or the Contractor: (1) Public Liability in limits not less than $100,000 per person; (2) Bodily Injury Liability in limits not less than $300,000 per occurrence; and (3) Property Damage Liability in limits not less than $50,000 per occurrence. All such insurance coverage shall be in force through the term of the Contract, including any renewal period.

   Failure to maintain such insurance shall cause the Contract to be canceled upon ten (10) days written notice by the Secretary of State. Evidence of insurance coverage shall be the original insurance policies, conformed copies (photocopies), and shall be accompanied by a certificate of insurance attested to by a duly licensed agent or broker stating that such insurance will not be canceled by the company without first giving notice to the Secretary of State at least thirty (30) days before said insurance will be canceled.

3. *Auto Liability Insurance* – Licensed and non-licensed motor vehicles: The contractor shall take out and maintain during the life of the contract, automobile public liability insurance in an amount not less than combined single limits of $500,000 per occurrence for bodily injury/ property damage. If any non-licensed motor vehicles are engaged in operations within the terms of the contract on the site of the work to perform thereunder, such insurance shall cover the use of all such motor vehicles engaged in operating within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in the insurance specified.

4. *Cargo Insurance* - Cargo insurance, unlike liability insurance, is not required. However, we strongly recommend that you obtain some sort of cargo insurance if you are awarded the contract. If a voting machine is damaged in transit, we will demand reimbursement from the Contractor for repair as provided in accordance with the Contract, and may file a claim with our insurance company, and our insurance company will make demands upon you for reimbursement if you are at fault. All payments for damages must be payable to the Department of State for the cost of said damage.

## V. PERFORMANCE BOND

If you are awarded the contract, you will be required to submit an approved performance bond or irrevocable bank letter of credit in the penal sum of 1.5 times the contract price (Bid per machine x number of machines x 1.5), made payable to the State of Louisiana, Department of State.

The performance bond must be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies (published annually in the Federal Register), by a LA domiciled insurance company with at least an A rating in the latest printing of A.M. Best's Key Rating Guide.

**This bond must be submitted upon notification and prior to signing the contract. Failure to perform in accordance with the terms and conditions of the contract will result in forfeiture of your performance bond.**

## VI. DETERMINING RESPONSIBILITY

If you are determined to be the lowest responsive bidder, the Secretary of State or his duly authorized representative may make reasonable inquires to determine your responsibility as a prospective contractor. For the purposes of determining responsibility, "you" includes all persons or corporate entities who hold an ownership interest in the bidding entity or who hold by proxy voting power in the corporation and, if anyone is holding stock in his own name that actually belongs to another, the person for whom held, including stock held pursuant to a counter-letter. In making his determination, the Secretary of State will consider the following factors:

A. Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain them, necessary to indicate the capability to meet all the contractual requirements;

B. Has a satisfactory record of performance on previous state contracts and with other persons;

C. Has a satisfactory record of integrity and compliance with the law;

D. Is legally qualified to contract with the State of Louisiana. Prior to award of any contract, the successful bidder shall affirm by affidavit that he/she and/or the principal officers of a corporation/partnership/agency are not currently under any felony conviction. The successful bidder shall also certify that neither he/she nor any other shareholder holding a 25% or greater interest in any bidding partnership, sole proprietorship, corporation, limited liability partnership or limited liability company is an immediate family member (grandparent, mother, father, mother-in-law, father-in-law, siblings and their spouses, husband, wife, child, grandchild) of <u>any</u> employee of the Department of State; and,

E. Has reasonably supplied any information requested by the Secretary of State in establishing responsibility.

## VII. AVAILABILITY OF EQUIPMENT

A. The bidder must provide enclosed trucks and trailers sufficient to transport all voting machines.

B. The apparent successful bidder may be required to list the equipment <u>owned</u> by bidder that will be used to fulfill the provisions to the contract.

C. If the bidder intends to use rental equipment, the apparent successful bidder will be required to file a copy of the rental or lease agreement with the equipment provider with the Department of State.

## VIII. AWARD

If a bidder is the lowest responsive and responsible bidder in more than one parish, the bidder will be limited to contracting for parishes with an aggregate total of not more than 1,000

voting machines or four (4) parishes, whichever limit is met first. In the event those numbers are exceeded, the contracts will be awarded in the order in which bids were taken. See LAC 31.III.131. Bidders should be aware that the Secretary of State reserves the right to reject any and all bids when it is in the best interest of the state of Louisiana. See LAC 31.III.155. As such, the Secretary of State reserves the right to reject any bids in instances where a Contractor bids under more than one company or LLC name, where a Contractor is listed as a member or an agent of another bidding company, or where a Contractor bids under social security numbers or tax identification numbers, or a combination of the above, where the aggregate total of machines bid on exceeds more than 1,000 voting machines or more than four (4) parishes.

The lowest responsive and responsible bidder will be notified of the award of this drayage by letter from the Secretary of State or his designee.

## IX. PAYMENT OF SERVICES UNDER THE CONTRACT

Payment will be made to Contractor within 30 days of receipt of the Drayman's Invoice, the Record of Elections, Damage Report, and reimbursement by Contractor for damage, if any.

## X. IMPORTANT NOTICE

If electronic voting machines are not handled properly, damage can occur. Repairing or replacing these machines can be costly. If a drayman causes damage to a voting machine by his negligence or fault, the cost associated with repair or replacement of the damaged machine will be assessed against the drayman as provided for in the Contract.

In the event the Secretary of State cancels a contract for cause, that Contractor will not be eligible to bid on a future contract for three (3) years in the parish where the contract was canceled.

_____
NANCY LANDRY
SECRETARY OF STATE

**DEPARTMENT OF STATE**
**NANCY LANDRY, SECRETARY OF STATE**
**POST OFFICE BOX 94125**
**BATON ROUGE, LOUISIANA 70804-9125**
**DRAYAGE BID FORM**

**This bid is for hauling voting machines, election supplies, and precinct registers from the warehouse to all voting polling places and places of demonstration and return (round trip):**

**PARISH: Madison**

****SEALED BIDS ARE DUE: December 18, 2026 at 10:00 am, CST**

**TYPE OF VOTING MACHINES: AVC "ADVANTAGE"**

**AVERAGE NUMBER OF VOTING MACHINES DRAYED PER ELECTION: Fifty-six (56)**

**NUMBER OF PRECINCTS: 26**

**BID COST PER VOTING MACHINE: $_____**

**BIDDER HAS THE NECESSARY EQUIPMENT FOR THIS CONTRACT (MARK ONE):**
**YES _____ NO_____**

**BIDDER'S VEHICLE TO BE USED FOR THIS DRAYAGE CONTRACT IS:**
**OWNED _____ or RENTED _____**

**If awarded the bid, the primary term of the drayage contract shall be from through with an option to renew for two additional 12 month periods at the same price, terms and conditions.**

**In accordance with La. R.S. 39:1594(C)(4), if the bidder is a corporation, partnership, or other legal entity, the authority of the person signing the bid must be submitted to the Secretary of State upon request and received by the Secretary of State within seven (7) days of receipt of request. See page 3, Section III, Subsection B of the bid packet.**

**The attached "Contractor Disclosure of Ownership Form" and a "No Felony Conviction Employee Certification Affidavit" must be completed, notarized, and returned with this completed bid form.**

**The name of the bidder must be the name which is on the social security card or federal identification certificate of the bidder.**

**All bids submitted are subject to the provisions of the Louisiana Administrative Code (LAC 31.III.101 *et seq*.), the Louisiana Election Code, Louisiana Procurement Code, the Louisiana Code of Governmental Ethics, the Instructions and Special Conditions, and the terms and conditions of the contract.**

**I hereby acknowledge receipt of bid package (Instructions and Special Conditions; Sample Contract; Administrative Rules on Procurement of Voting Machine Drayage; and Parish Voting Machine/Polling Places Information Sheet). I hereby understand what is expected if I am the lowest responsive and responsible bidder. No deviations from these specifications will be allowed.**

_____
**BIDDER (PLEASE TYPE OR PRINT)**
**(IMPORTANT NOTE: This name must agree with the name on social security card or federal identification certificate.)**

_____
**SIGNATURE**

_____
**ADDRESS**

_____
**TELEPHONE NUMBER / FAX NUMBER / EMAIL ADDRESS**

_____
**FEDERAL ID# OR SOCIAL SECURITY #**

_____
**DATE**

## DEPARTMENT OF STATE

## CONTRACTOR DISCLOSURE OF OWNERSHIP

Before me, the undersigned Notary in and for the Parish of Madison, personally came and appeared the undersigned who, after being sworn, did depose and say that:

**Contractor or Company Name**

is contracting with the Department of State and listed below are the names and addresses of all persons or corporate entities who hold an ownership interest in the company or who hold by proxy voting power in the corporation and, if anyone is holding stock in his own name that actually belongs to another, the name of the person for whom held, including stock held pursuant to a counter-letter.

1. Persons or corporate entities holding ownership in the company, including the percent of ownership:

| Name | Address | % |
|---|---|---|
| Name | Address | % |
| Name | Address | % |

2. Persons or corporate entities who hold by proxy voting power in the company:

| Name | Address | % |
|---|---|---|
| Name | Address | % |
| Name | Address | % |

3. Stock (or membership certificate for LLC's) held for others and for whom held:

| Name | Address |
|---|---|
| Name | Address |
| For Whom Held | Address |

It is the policy of the Department of State (Department) to prohibit Department employees and their immediate family from participating in activities required of contractors. The Code of Governmental Ethics defines immediate family as a public servant's children, the spouses of the children, brothers, sisters, the spouses of his brothers and sisters, parents, spouses, and the parents of his spouse. Those companies contracting with the Department are required to certify herein that they will not request or allow any Department employee or their immediate family to perform contractor responsibilities.

**I certify that the Department of State employee or their immediate family members do not hold a significant interest in the contracting entity (25% or more) and will not be requested or allowed to perform any services under my contract with the Department.**

COMPANY REPRESENTATIVE

SWORN TO AND SUBSCRIBED before me at _____, Louisiana, this_____ day of _____, 20__.

NOTARY PUBLIC

Printed Name:

Notary License Number:

Expiration Date:

**DEPARTMENT OF STATE**
**POST OFFICE BOX 94125**
**BATON ROUGE, LOUISIANA 70804-9125**

# NO FELONY CONVICTION EMPLOYEE CERTIFICATION AFFIDAVIT

**STATE OF LOUISIANA**

**PARISH OF Madison**

**Before me, NOTARY PUBLIC, in and for the above state and parish, personally came and appeared:_____**

**_____who says that he/she and/or the principal officers of the corporation are not currently under any felony conviction; and, further certifies that he will not in any way hire, employ, contract with, or subcontract with any person who has been convicted or who has pled guilty to an election offense.**

_____
**AFFIANT**

**Sworn to and subscribed before me**

**this _____ day of _____, 20___**

_____
**NOTARY PUBLIC**

**Printed Name:**

**Notary License Number:**

**Expiration Date:**

**DEPARTMENT OF STATE**
**POST OFFICE BOX 94125**
**BATON ROUGE, LOUISIANA 70804-9125**

## ACKNOWLEGEMENT OF PRE-BID TRAINING AFFIDAVIT

STATE OF LOUISIANA
PARISH OF Madison

Before me, NOTARY PUBLIC, in and for the above state and parish, personally came and appeared: _____ who says that he/she acknowledges that viewing the pre-bid training located on the Department of State's website at _____ is mandatory, and that he/she has viewed and understands the training in its entirety prior to submission of his/her/the corporation's bid.

_____
AFFIANT

Sworn to and subscribed before me this _____ day of _____, 20____.

_____
NOTARY PUBLIC

Printed Name:

Notary License Number:

Expiration Date:

CARTAGE OR DRAYAGE CONTRACT
BETWEEN

_____

AND
STATE OF LOUISIANA
DEPARTMENT OF STATE

CONTRACT SUMMARY:

**PARISH: Madison**

**AVERAGE NUMBER OF VOTING MACHINES DRAYED PER ELECTION: Fifty-six (56)**

**CONTRACT PRICE PER VOTING MACHINE: $_____**

**INITIAL TERM OF CONTRACT: January 1, 2027 through December 31, 2027**

This Contract ("Contract"), entered into this 1st day of January 2027, ("Effective Date"), by and between _____ ("Contractor"), having its principle place of business at _____, _____, Louisiana 70_____ and the State of Louisiana, Department of State ( "State" or "Secretary of State"), located at 3851 Essen Lane, Baton Rouge, Louisiana 70809 and represented herein by Nancy Landry, Secretary of State, pursuant to the authority of Title 18, Sections 1371, *et seq.* of the Louisiana Revised Statutes.

WHEREAS, the Secretary of State made due advertisement for the bids in accordance with the law for the drayage, cartage or hauling of voting machines in the Parish of Madison, including all services in connection therewith; and

WHEREAS, in accordance with said advertisement, bids were received by the Secretary of State in his office, pursuant to Solicitation Number 2027-33 and said bids were publicly opened and read aloud; and

WHEREAS, the Secretary of State, after due and proper analysis of bids submitted, awarded the Contract to Contractor as the lowest responsive and responsible bidder;

NOW, THEREFORE, in consideration of the mutual obligations contained in this Contract, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties hereto, the parties, intending to be legally bound, agree as follows:

**1. Drayage Services.** Subject to the terms and conditions set forth herein, the provisions of Title 18 of the Louisiana Revised Statutes ("Louisiana Election Code"), including but not limited to Chapter 4 of that Title entitled "Registration of Voters" and Chapter 8 entitled "Voting and Voting Machines," and Louisiana Administrative Code (LAC) 31:III.101 *et seq*., the Contractor shall perform all services necessary to ensure the proper and timely delivery and return of the voting machines allocated for use in the Parish, precinct registers, and any and all other election equipment and supplies in connection therewith, to and from the Parish Registrar of Voters' office and to and from the storage warehouse and polling places, or demonstration and commissioner training sites. The Contractor shall work with the Clerk of the District Court, who is the ex officio parish custodian of voting machines in each parish and with any deputy parish custodian appointed by the Clerk. Drayage services shall specifically include, but not be limited to, the following:

*(a) Precinct Registers*. The Contractor shall obtain the precinct registers from the Parish Registrar of Voters' office on a schedule agreed upon by the Registrar and Contractor, which precinct registers shall be delivered by the Contractor to the designated voting machine warehouse(s) for insertion in the proper voting machines by the Parish Custodian. Following an election, the Contractor shall return all precinct registers and any "ROV Envelopes" to the Parish Registrar of Voters' office on the 3rd day following the election after the opening of the machines. Precinct registers shall be transported with care to prevent damage to the security seals and the binders. With the express, written permission of the Secretary of State, the Contractor may be relieved of this responsibility, if it is adequately performed by the Parish Registrar of Voters.

*(b) "Vote Here" Signs*. The Contractor shall obtain the "Vote Here" signs from the warehouse and shall deliver them with the voting machines to the designated precincts to be put in place on election day by the commissioners. Following the election, the Contractor shall return

the "Vote Here" signs to the warehouse at the same time the Contractor transports the voting machines back to the warehouse.

*(c) Covering and Loading.* ***Only enclosed trucks or enclosed trailers may be used to transport electronic voting machines***. Tarps or any other type of covering on an open truck or trailer is not acceptable to transport electronic voting machines. The Contractor shall cover all voting machines to be transported with individual machine covers and load all such voting machines out of the warehouses in which the voting machines are stored between elections. All voting machines shall be loaded, blocked and strapped on the trucks at all times during drayage to the satisfaction of the Secretary of State or his designated representative. Proper moving straps must be used. Rope or twine of any strength shall not be used. The enclosed truck or enclosed trailer must be in good working order and be free from any defect or damage that would affect the safety or security of the voting machines.

*(d) Hauling, Delivering, and Set-up.* The Contractor shall perform all hauling or drayage necessary to distribute the voting machines from the warehouse to the polling precincts and/or demonstration sites, as designated by the Parish Custodian. In performing such duties, the Contractor shall supply all needed labor and equipment at the Contractor's sole expense. The Contractor shall deliver and unload the voting machines and their paraphernalia, together with keys to each voting machine, obtain a receipt for the same from the Deputy Parish Custodian. If deemed necessary by the Parish Custodian, and subject to approval by the Secretary of State or his designee, the Contractor shall also raise the voting machines to voting position.

*(e) Voting Machine Chain of Custody Form.* Upon receipt of voting machines from warehouses, delivery to precincts, and return to warehouse, the Voting Machine Chain of Custody Form must be completed and signed by Drayman, or his designee, and Custodian.

*(f) Delivery Schedule*. All such delivery and set-up shall occur on a schedule determined by the Contractor and pre-approved by the Parish Custodian, which schedule shall be furnished to and approved by the Parish Custodian not later than 5 p.m. on the fifteenth (15th) day prior to the election ("Schedule"). If a schedule cannot be agreed upon by the Contractor and the Parish custodian, the schedule shall be furnished to the Secretary of State not later than 5 p.m. on the thirteenth ($13^{th}$) day prior to the election for review and approval by the Secretary of State or his designee. Notwithstanding the foregoing, all voting machines must be distributed to and set up within each and every polling place between the hours of 7:00 a.m. and 8:00 p.m. of the day preceding the election, and must be removed and returned to said warehouse by 8:00 p.m. on the second day following the said election (within 48 hours after the closing of the polls), unless required by law to be returned earlier due to a holiday.

In the case of demonstration of voting machines used in connection with elections, the drayage shall be at a time and place to be specified by the Secretary of State or his designee. In the case of demonstration of voting machines used in connection with commissioner training schools, the drayage shall be at a time and place to be specified by the Parish Custodian with final approval by the Secretary of State or his designee.

Not all voting machines will be utilized for each election or demonstration. However, in the case of statewide elections, the prospective Contractor must have sufficient equipment and personnel to timely and properly cover, haul, and return all voting machines.

*(g) Return to Warehouse.* Within forty-eight (48) hours of the closing of the polls, and at the time designated by the Schedule, the Contractor shall lower, if necessary, and load and transport the voting machines back to the warehouse. The Contractor shall place all voting machines in their designated positions in the warehouse, remove the machine cover from each machine, and fold and store the machine cover Upon return of each voting machine to the warehouse, the Secretary of State or his representative shall inspect the voting machines and provide a written statement of any damages to the Contractor no later than the 5th day following the election. Acceptance of the machines shall be made only after the inspector determines that all requirements and conditions of the Contract have been met.

*(h) Election Day Services.* Upon notification by the Secretary of State, Parish Custodian or their representatives, the Contractor shall deliver additional voting machines to any precinct where they are needed on Election Day. To make election day deliveries, the Contractor shall have available at the warehouse sufficient equipment and manpower within 20 minutes or less from the time the contractor receives a telephone call from either the Secretary of State, Parish

Custodian or their representatives for such emergency day deliveries. The services shall be performed under the supervision of the Parish Custodian or his deputy and/or personnel of the Secretary.

*(i) Private Election Services.* By separate agreement with the Secretary of State, the Contractor may agree to be included on an approved list of drayage for private election services for the conduct of private elections. If requested to dray for a private election, the Contractor may do so under the same terms and conditions of this Contract, but shall be entitled to payment at double the cost herein per voting machine hauled each way, and guaranteed a minimum payment of three (3) machines.

*(j) Voting Machine Demonstration and Commissioner Training Services*. If requested by the Secretary of State, the Parish Custodian, or their designees to dray for voting machine demonstrations or commissioner trainings, the Contractor shall do so under the same terms and conditions of this contract, but shall be entitled to payment at double the cost herein per voting machine hauled each way, and guaranteed a minimum payment of three (3) machines.

**2. Contract Price.**

In connection with services rendered herewith, the Contractor shall be entitled to $_____ per voting machine hauled round trip in accordance with the bid submitted by the Contractor, which is attached hereto as Exhibit "A" and which by this reference is made a part hereof. The number of voting machines used and hauled pursuant to this Contract will vary depending upon the type of election, demonstration or commissioner training school. The contract price shall be applicable only to those voting machines actually used and hauled during an election, demonstration or commissioner training school. Voting machines that are used in a precinct located inside a voting machine warehouse are not a part of this Contract and the contract price shall not apply to these machines, unless prior approval is given by the Secretary of State.

On completion of the services, the Contractor shall submit the drayman's billing copy of the drayage invoice to the Secretary of State, all in accordance with the intent of Title 18 of the Louisiana Revised Statutes and LAC 31.III.101 *et seq*., which invoice shall be paid within thirty (30) days after receipt thereof if there is no damage to the voting machines which is the fault of the Contractor All damage to the voting machines by the Contractor shall be reimbursed by the Contractor upon receipt of an invoice from the Secretary of State detailing the parts and price for repair The completed Record of Elections, Damage Report, reimbursement by Contractor for damage, if any, and warehouse copy of the drayage contract must be received by the Office of Management and Finance prior to payment being made to the Contractor.

**3. Term and Scope.**

*(a)* This Contract shall begin January 1, 2027 and shall continue through 12:00 midnight, December 31, 2027. In addition to the initial term, the Secretary of State shall have a right to renew this Contract for two additional 12-month periods not to exceed 36 months at the same price, terms, and conditions. If the Secretary of State desires to renew this Contract beyond the initial term, written notice will be provided to the Contractor sixty (60) days prior to the expiration of the initial term. Any renewal of this Contract shall be dependent upon the appropriation of funding by the Louisiana Legislature sufficient to support the continuation of this agreement.

*(b)* The Contractor shall provide all necessary services in connection with any and all regular and special elections regulated or conducted by the State. The Contractor shall be responsible for drayage services in connection with approximately Fifty-six (56) voting machines and all supplies and other election paraphernalia related thereto, including but not limited to precinct registers. The Contractor hereby expressly acknowledges that the number of voting machines to be transported will vary depending on the type of election (statewide, tax election, etc.) or demonstration. Voting machines that are used in a precinct located inside a voting machine warehouse are not a part of this Contract, unless prior approval is given by the Secretary of State.

**4. Equipment.**

*(a) Specifications and Value.* The Contractor hereby acknowledges that the voting machines weigh approximately 265 pounds each, and each is protected by an individual machine cover Each machine is valued at approximately Six Thousand Dollars ($6,000.00). Trucks and

trailers must be of sufficient weight and load-bearing ability to safely carry the voting machines, and must be enclosed trucks or enclosed trailers, as specified in paragraph (1) (b) herein.

*(b) Repair Work.* The Contractor, or its representatives, agents or employees shall not be permitted to do any repair work on any voting machine which is damaged in transit or at the polls or a demonstration or commissioner training site. If any voting machine is damaged, or if the front or rear door seal on any machine is damaged or missing, whether in transit or otherwise, the Contractor shall notify the Parish Custodian and the Secretary of State warehouse staff immediately and proper forms shall be signed by the Contractor, or his designee, and Secretary of State warehouse staff. The Secretary shall submit an invoice of estimated repair cost to the Contractor immediately following the election and the Contractor shall be responsible for remitting estimated cost payment to the Department of State prior to payment under this Contract. If during repair, the Secretary finds additional damage, the Contractor shall be notified for a re-inspection prior to any additional repair and invoicing for additional repair cost.

*(c) Liability for Damages.* Any inspection and acceptance performed pursuant to the terms of paragraph 1(d) **shall not** release the Contractor from any lawful liability incurred by reason or as a result of its hauling and drayage of any such machine.

**5. Conditions.**

The execution and continuation of this Contract shall be subject to the following conditions:

*(a) Insurance.* Prior to the execution of this Contract, the Contractor shall furnish to the Secretary of State evidence of the following insurance coverage, which must come directly from insurance carrier/agent (originals only):

*1. Workers' Compensation Insurance.* The Contractor shall maintain coverage for claims made by persons against the Contractor or the State in limits not less than $100,000 per person and in no case less than the statutory requirements. The State, as principle, and the Contractor mutually agree that it is their intention to recognize the State as the statutory employer of the employees of the Contractor (whether such employees are the direct employees of the Contractor or the statutory employees of the Contractor) when any of the employees of the Contractor perform any work contemplated by or included in this Contract. The State and the Contractor further acknowledge that this recognition is limited to the status of a statutory employer under the workers' compensation law of Louisiana and is not intended to create any other rights or responsibilities of the parties or the employees of the Contractor. The Contractor agrees to include this Statutory Employer provision in all contracts and subcontracts for any and all work contemplated by or included in this Agreement. In the event this Statutory Employer provision is not included in any such contract or subcontract, the Contractor hereby agrees to indemnify and hold the State harmless from and against any claim, loss or liability arising out of denial of statutory employer status for the State under such Contract, including all reasonable attorneys' fees of the State incurred in connection with any such claim. The Contractor further agrees to defend any such claim through counsel acceptable to the State, at the sole cost of the Contractor. Notwithstanding the foregoing, the State, in its sole discretion, shall be entitled to provide its own defense to any such claim, demand or cause of action, provided that the Contractor shall reimburse the State for all its costs, expenses and attorney fees in connection with said defense.

*2. Public Liability Insurance.* The Contractor shall maintain coverage for claims made against the Contractor or the State in limits not less than $100,000 per person;

*3. Bodily Injury Liability Insurance.* The Contractor shall maintain coverage for claims made against the Contractor or the State in limits not less than $300,000 per occurrence;

*4. Property Damage Liability Insurance.* The Contractor shall maintain coverage for claims made against the Contractor or the State in limits not less than $50,000 per occurrence.

*5. Auto Liability Insurance.* Licensed and non-licensed motor vehicles: The contractor shall take out and maintain during the life of the contract, automobile public liability

insurance in an amount not less than combined single limits of $500,000 per occurrence for bodily injury/ property damage. If any non-licensed motor vehicles are engaged in operations within the terms of the contract on the site of the work to perform thereunder, such insurance shall cover the use of all such motor vehicles engaged in operating within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in the insurance specified.

*6.* All such insurance coverage shall be in force through the term of this Contract, including any renewal periods. Failure to maintain such insurance shall cause this Contract to be canceled upon ten (10) days written notice by the Secretary of State. For purposes of this paragraph, evidence of insurance coverage shall be the original insurance certificates, sent to the Secretary of State's Office directly from insurance carrier/agent, listing the Secretary of State as a Certificate Holder, and it must state the insurance will not be canceled by the company without at least thirty (30) days' notice prior to cancellation.

*(b) Performance Bond.* Prior to the execution of this Contract, the Contractor shall provide the Secretary of State with evidence of an approved performance bond written by a surety or insurance company currently on the U.S. Department of Treasury Financial Management Service list of approved bonding companies (published annually in the Federal Register), by a LA domiciled insurance company with at least an A rating in the latest printing of A.M. Best's Key Rating Guide, or an irrevocable bank letter of credit. Any such bond or letter of credit shall be in the penal sum of one and one-half (1 & 1/2) times the contract price for one hauling operation (delivery and return) (calculated as the contract price per machine times the number of machines, as specified in paragraph 3(b) hereof) and made payable to the State of Louisiana, through the Secretary of State.

*(c) Disclosure of Ownership.* Prior to execution of this Contract, the Contractor shall provide the Secretary with a completed Contractor Disclosure of Ownership Form. In addition, the Contractor shall certify that he/she has read and understands the Code of Governmental Ethics (Chapter 15 of Title 42 of the Louisiana Revised Statutes), that he/she has no ethical conflict contracting with the Department of State according to the Code of Governmental Ethics, and that contractor will comply therewith during the term of this contract. The Contractor shall have an ongoing obligation during the term of this contract to update the disclosure form as necessary to keep same in true and accurate condition. Pursuant to the Code of Governmental Ethics, all Department of State employees and their immediate family are prohibited from participating in drayage activities in any manner, whether directly or indirectly.

*(d) No Felony Conviction Employee Certification Affidavit.* Prior to execution of this Contract, the Contractor shall provide the Secretary of State with a No Felony Conviction Employee Certification Affidavit in accordance with the provisions of LAC 31.III.109, affirming that he is not currently under an order of imprisonment as defined in R.S. 18:2(8) for conviction of a felony or lesser charge on any election related matter. The Contractor shall certify that he will not in any way hire, employ, contract with, or subcontract with any person who has been convicted or who has pled guilty to an election offense. The Contractor shall have an ongoing obligation during the term of this contract to update the No Felony Conviction Employee Certification Affidavit as necessary to keep same in true and accurate condition.

*(e) Condition of Equipment.* The Contractor agrees to keep its equipment in workable condition, and LASALLEs to the Secretary of State, or his duly authorized representative, the right to inspect any and all equipment. In the event that the Contractor disposes of and/or replaces any of its equipment during the term of this Contract, the Secretary of State, or his duly authorized representative, shall have the right to inspect any and all equipment to be used in the transportation of said voting machines and at least five (5) days before the election. In the event rental equipment is to be used by the Contractor in connection with the services contemplated hereunder, the Contractor shall be required to file with the Secretary of State a copy of the rental or lease Contract between the Contractor and the provider of equipment.

*(f) Appropriations.* The continuation of this Contract is contingent upon an appropriation of funds by the State Legislature sufficient to fulfill the requirements of this Contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the Contract or if such appropriation is reduced by the veto of the Governor or by means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient

monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**6. Indemnification.**

The Contractor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, and employees, including volunteers (collectively referred to as the "State" for purposes of this paragraph), from and against any and all claims, demands, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way arise out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the Contractor as a result of any claims, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, any State Departments, Agencies, Boards, Commissions, their agents, representatives, or employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim, demand or cause of action is groundless, false or fraudulent. Notwithstanding the foregoing, the State, in its sole discretion, shall be entitled to provide its own defense to any such claim, demand or cause of action, provided that the Contractor shall reimburse the State for all its costs, expenses and attorneys' fees in connection with said defense.

**7. Termination**.

*(a) For cause.* In addition to the other provisions of this Contract, the Secretary of State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract provided that the Secretary of State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days of the date of such notice or on or before the date of the next election, whichever occurs first, the Contractor has not either corrected such failure, or in the case of failure which cannot be corrected in thirty (30) days or on or before the date of the next election (whichever occurs first) begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice.

*(b) For convenience.* The Secretary of State may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**(c) In the event the Secretary of State cancels a contract for cause, that Contractor will not be eligible to bid on a future contract for three years in the parish where the contract was cancelled.**

**8. Miscellaneous.**

*(a) Definitions.* All terms not otherwise defined in this Contract shall be construed in accordance with the meaning given to the terms in the Louisiana Revised Statutes.

*(b) Taxes.* The Contractor shall be responsible for the payment of any and all taxes that may become due as a result of the proceeds of this Contract and/or legislative appropriation. The Contractor's federal tax identification number (or social security number) is _____.

*(c) Transferability.* The Contractor may not assign either this Contract or any of its rights, interests or obligations hereunder without the prior written approval of the Secretary of State. All terms and conditions of this Contract shall be binding upon and ensure to the benefit of and be enforceable by the respective successors and permitted assigns of the Contractor Notwithstanding the foregoing, this Contract shall not be sold nor the payments due or to become due hereunder assigned under any circumstances. The Department of State may transfer this Contract to or this Contract may ensure to the benefit of any State or local government or agency, department or division thereof that assumes the function of administering elections within the State of Louisiana.

*(d) Notices.* Any notices or other communications required or permitted hereunder shall be deemed to have been given when sent by certified or registered mail, postage prepaid, addressed as follows:

If to the State or Secretary of State:

Department of State
Nancy Landry
Secretary of State
P. O. Box 94125
Baton Rouge, Louisiana 70804-9125

If to the Contractor: (Physical Address): _____

_____

_____

(Contractor's Mailing Address, if different from physical address): _____

_____

_____

or such other persons and addresses as have been furnished by either party to the other in writing. No notice, wavier, consent or approval required or permitted hereunder shall be deemed effective unless given in writing.

*(e) Non-discrimination.* The Contractor shall not discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Contractor further 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, the 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 Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

*(f) No Third-Party Beneficiaries.* This Contract shall not confer any rights or remedies upon any person other than the parties to this Contract and their respective successors and permitted assigns without the expressed written approval of the Secretary of State.

*(g) Entire Contract.* This Contract (including the documents referred to herein) constitutes the entire Contract among the parties and supersedes any prior understandings, contracts, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof.

*(h) Amendments and Waivers.* No amendment of any provision of this Contract shall be valid unless the same shall be in writing and signed by both parties. No wavier by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence.

*(i) Severability.* Any term or provision of this Contract that is invalid or unenforceable in any situation or in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending terms or provision in any other situation or in any other jurisdiction.

*(j) Governing Law.* This Contract shall be construed and enforced in accordance with the laws of the State of Louisiana.

*(k) Accessible Books and Records.* The Legislative Auditor of the State of Louisiana and the Secretary of State or his designated representative shall have the right to examine any books and records regarding this Contract in the custody of the Contractor at any time during contractor's normal business hours.

IN WITNESS WHEREOF, the parties have executed this Contract this _____ day of _____, 20__.

WITNESSES:

Sign: _____

Print: _____

Sign: _____

Print: _____

STATE OF LOUISIANA
DEPARTMENT OF STATE

_____
By: Catherine Newsome, First Assistant
for Nancy Landry
Title: Secretary of State

WITNESSES:

Sign: _____

Print: _____

Sign: _____

Print: _____

CONTRACTOR

Sign: _____

Print: _____

By: _____

Title: _____