



# STATE OF LOUISIANA

Office of State Procurement  
INVITATION TO BID

**RESPONSES WILL BE  
PUBLICLY OPENED AT THE  
PHYSICAL ADDRESS BELOW**  
12/21/2023  
10:00 AM CST

Vendor No.: \_\_\_\_\_  
Solicitation: 3000021981  
Opening Date: 12/21/2023

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

**Ship To Address:**

DOTD Equipment Acquisition  
Lori Martinez  
James BallBUILDING 42F  
7686 Tom Drive  
Baton Rouge, LA 70806

**TO SUBMIT AN ELECTRONIC ONLINE  
RESPONSE CLICK THE LINK BELOW**

**SUBMIT NON-ELECTRONIC RESPONSE TO:**  
Office of State Procurement  
1201 N. Third Street, Suite 2-160  
Baton Rouge, LA 70802

**RFx Number:** 3000021981  
**Version:** 2  
**Buyer:** DREW HARRELL  
**Buyer Phone:** 225-219-4690  
**E-Mail:** drew.harrell@la.gov  
**Scheduled Begin Date:**  
**Scheduled End Date:**  
**T-Number:** DOT38

**ONLINE BID RESPONSE LINK**

[https://lagoverpvendor.doa.louisiana.gov/rfx?sapsrm\\_boid=567620E9FB031EDE9A8EF04D52F4CD88](https://lagoverpvendor.doa.louisiana.gov/rfx?sapsrm_boid=567620E9FB031EDE9A8EF04D52F4CD88)

QUESTIONS TO BE COMPLETED BY VENDOR	Required
1. _____ Have you reviewed all attachments to the bid invitation and answered all questions?	YES
2. _____ Have you entered pricing, or attached the pricing sheet (if applicable) to the bid response?	YES
3. _____ Have you attached / included all required files to the bid response?	YES
4. _____ Have you attached the signature page to the bid response?	YES
5. _____ Delivery will be made this number of days After Receipt of Order (ARO)	NO
6. _____ %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 Buy Back, TractorLoaderBackhoe

**Notice to bidder:**  
Addendum No. 1 - Specification Revisions  
Date Issued: 12/18/2023

Your reference is directed to RFx No. 3000021981 for the Invitation to Bid for DOTD Buy Back Tractor

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

Invitation to bid: 3000021981 Open Date: 12/21/2023 T-Number: DOT38	Bidder:	Page 2 of 8
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Loader Backhoe, for the Department of Transportation and Development (DOTD), which is scheduled to open at 10:00AM (CT) on 12/21/2023.

**SEE ATTACHED ADDENDUM No. 1**

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**RFx text:**

The Office of State Procurement has suspended in-person attendance by vendors at public bid openings for bids published by our office.

Any vendor who would like to view the opening of this bid can access the following link, at the date and time of this bid opening: <https://doa-ospla.zoom.us/j/2697438343>

This link will provide you with live audio and video access to this bid opening. The link will be live at 9:45 AM (Central Time) on the date of bid opening.

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This is an online bid opportunity. Bidders are invited to submit bids online via the link on this bid invitation. Online bidding instructions are attached to this bid invitation.

Vendors must be registered in the LaGov vendor system in order to submit an online bid and for their bids to be tabulated.

To register as a vendor, access the following link to the vendor system. Do not register again if you are already registered. Please include a W-9 with your bid if you are newly registered. You will need a vendor ID and password to submit an online bid.

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg)

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This solicitation is to supply the Louisiana Department of Transportation and Development (DOTD) with Tractor Loader Backhoes.

Method of Award will be made utilizing one (1) of the following two (2) methods described below. The Agency reserves the right to choose whichever option is determined to be in the best interest of the State.

Option A. Outright purchase of equipment as a 1-time buy from the lowest responsive, responsible bidder.

OR

Option B. Upfront purchase of equipment which includes an Agency Term Contract for a period of twelve (12) months and one (1) day. Contract to begin after Date of Award, and is inclusive of all preventative maintenance throughout the contract period. This option also includes a guaranteed buy back at the end of the contract year. At the option of the State of Louisiana and acceptance by the Contractor, the contract may be extended for two (2) additional twelve (12) month and one (1) day periods at the same price, terms and conditions. Contract may not exceed thirty-six (36) months and three (3) days.

Please refer to Attachment B, Pages 2-3 for complete details on Method of Award.

Please print all attachments to ensure all documents related to this solicitation are reviewed prior to bidding. All documents associated with this solicitation should be included in bidder's submission.

**Bid Documents Include:**

- Attachment A - Special Terms and Conditions - Pages 1-10
- Attachment B - Buy Back Terms and Conditions - Pages 1-3

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- Attachment C - Price Sheet - Pages 1-2
- Attachment D - DOTD Eq. Specifications 866-000A - Pages 1-6
- Attachment E - DOTD Eq. Specifications 866-000B - Pages 1-6
- Attachment F - Online Bidding Instructions - Pages 1-10

Bid delivery instructions for State Procurement:  
 Refer to page one (1) in Attachment A – Special Terms & Conditions.  
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Delivery is requested no later than June 30, 2024. Delivery times longer than this may cause your bid to be disqualified.  
 Please Specify Earliest Delivery Date: \_\_\_\_\_

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
1	<p><b>Product Category:22101500</b>            Buy Back Backhoe 4wd w/PBreaker</p> <p>Per Attachment D - DOTD Eq. Specification No. 866-000A, Rev. 09/26/2023</p> <p>Prices are not to be submitted on this page. Prices are to be submitted on "Attachment C - Price Sheet".</p> <p>Send all invoices/paperwork to:            DOTD Equipment Acquisitions            Building 42F            7686 Tom Drive            Baton Rouge, LA 70806            James Ball: 225-935-0216; james.ball@la.gov            Lori Martinez: 225-935-0240; lori.martinez@la.gov</p>	34	EA		
2	<p><b>Product Category:22101500</b>            Buy Back Backhoe 4wd</p> <p>Per Attachment E - DOTD Eq. Specification No. 866-000B, Rev. 09/26/2023</p> <p>Prices are not to be submitted on this page. Prices are to be submitted on "Attachment C - Price Sheet".</p> <p>Send all invoices/paperwork to:            DOTD Equipment Acquisitions            Building 42F            7686 Tom Drive            Baton Rouge, LA 70806            James Ball: 225-935-0216; james.ball@la.gov            Lori Martinez: 225-935-0240; lori.martinez@la.gov</p>	12	EA		

## INSTRUCTIONS TO BIDDERS

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

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
- B. BID FILLED OUT IN PENCIL; AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION OR SUBMITTED ONLINE VIA THE VENDOR PORTAL, WHICHEVER IS APPLICABLE, PRIOR TO BID OPENING TIME AND DATE INDICATED IN ORDER TO BE CONSIDERED. FAX ALTERATIONS, NOT INVOLVING PRICING, TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED BID FORM AND FAXED ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING. ALTERATIONS TO PRICE MUST BE RECEIVED AT THE ADDRESS LISTED IN THE SOLICITATION OR VIA THE ONLINE VENDOR PORTAL BEFORE THE BID OPENING TIME AND DATE. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.

### 14. STANDARDS OF QUALITY

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, AND ANY

MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

#### **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.

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 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 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. 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 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).

**35. 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.

**36.** ALL BID AMOUNTS SHALL BE SUBMITTED IN UNITED STATES DOLLARS.

**37. INDEPENDENT PRICE DETERMINATION**

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

**38. 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.