

STANDARD TERMS & CONDITIONS

INVITATION TO BID

NUMBER : 2249198
 OPEN DATE: 06/07/12
 T-NUMBER :

TIME: 10:00 AM

BIDDER:

PAGE

2

11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:

NA
 NA
 NA

13. BID FORMS.

ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). 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 PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. 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, 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 MUST 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 WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

18. 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.

19. DELIVERIES.

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

20. 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.

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2249198 OPEN DATE: 06/07/12 TIME: 10:00 AM T-NUMBER :	BIDDER:		PAGE 3

21. 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.

22. 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.

23. CONTRACT CANCELLATION.

THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

24. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME 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.

25. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.

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

27. 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 OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE 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, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. 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.

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 SEVEN 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.

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2249198 OPEN DATE: 06/07/12 T-NUMBER :	TIME: 10:00 AM	BIDDER:	PAGE 4

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.

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 MUST 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. 39:2182, 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 LAWS GOVERNING PUBLIC CONTRACTS UNDER THE PROVISIONS OF CHAPTER 10 OF TITLE 38 OF THE LOUISIANA REVISED STATUTES OF 1950, PROFESSIONAL, PERSONAL, CONSULTING, AND SOCIAL SERVICES PROCUREMENT UNDER THE PROVISIONS OF CHAPTER 16 OF TITLE 39, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.

32. CERTIFICATION OF NO 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 OMB CIRCULAR A-133.

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT [HTTP://WWW.EPLS.GOV](http://www.epls.gov)

33. 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 FEDERAL 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 REQUIRED IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.

SPECIAL TERMS & CONDITIONS

INVITATION TO BID

NUMBER : 2249198
OPEN DATE: 06/07/12 TIME: 10:00 AM
T-NUMBER :

BIDDER:

PAGE
5

1 ===== NOTICE =====
THIS IS A FAX BID ** BIDS WILL NOT BE PUBLICLY READ **

YOUR SUBMITTED BID CAN BE EITHER FAXED TO (225) 342-8688 OR DELIVERED
OR MAILED AS FOLLOWS. HOWEVER ALL BIDS MUST BE RECEIVED NO LATER
THAN 4PM CST ON THURSDAY, JUNE 7, 2012.
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BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE
DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL
LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING
CLAIBORNE BUILDING, SUITE 2-160
1201 NORTH THIRD STREET
BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE
PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE
OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE
BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER SHOULD BE AWARE OF SECURITY REQUIREMENTS FOR THE CLAIBORNE
BUILDING AND ALLOW TIME TO BE PHOTOGRAPHED AND PRESENTED WITH A
TEMPORARY IDENTIFICATION BADGE.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID.
FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION
OF THE BID.

PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL
BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH
THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMA-
TION.

ATTENTION:

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN
ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE
FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE
PROPER CATEGORY ON LAPAC AT THE FOLLOWING WEB SITE:
[HTTP://WWWPRD.DOA.LOUISIANA.GOV/OSP/LAPAC/PUBMAIN.ASP](http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp)
ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID

SPECIAL TERMS & CONDITIONS	INVITATION TO BID	
NUMBER : 2249198 OPEN DATE: 06/07/12 TIME: 10:00 AM T-NUMBER :	BIDDER:	PAGE 6

OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

- 2 TERMS AND CONDITIONS. THIS BID CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.
- 3 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.
- 4 DELIVERIES. CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERY.
- 5 INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER, QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.
- 6 PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION FOR FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE MADE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.
- 7 PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

DO YOU CLAIM THIS PREFERENCE? YES _____

SPECIFY LINE NUMBER (S) : _____

SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED: _____

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES _____ NO _____

IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2249198 OPEN DATE: 06/07/12 T-NUMBER :	TIME: 10:00 AM	BIDDER:	PAGE 7

LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?

YES _____ NO _____

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

- 8 ACCEPTANCE. BIDS ON THIS CONTRACT WILL BE ASSUMED TO BE FIRM FOR ACCEPTANCE FOR A MINIMUM OF 60 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE SPECIFIED CONTRACT PERIOD.
- 9 CANCELLATION
THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.
- 10 CERTIFICATION OF NO 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 OMB CIRCULAR A-133.
- A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT WWW.EPLS.GOV
- 11 IF YOUR ORGANIZATION IS A SMALL, MINORITY, WOMAN, OR LAVET OWNED, OR IF YOU ARE USING A SMALL, MINORITY, WOMAN, OR LAVET OWNED, AS A SUBCONTRACTOR, PLEASE SEND SUPPORTING DOCUMENTATION. THIS INFORMATION IS REQUIRED FOR THE PURPOSE OF REPORTING TO FEDERAL FUNDING AGENCIES. SEND INFO TO:
NATURAL RESOURCES - PURCHASING
ATTN: JUDY LEBOURGEOIS
P O BOX 44362
BATON ROUGE LA 70804-4362 OR
E-MAIL: JUDY.LEBOURGEOIS@LA.GOV

12 INSURANCE REQUIREMENTS

CONTRACTOR'S LIABILITY INSURANCE.

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PROOF OF INSURANCE SHOULD BE SUPPLIED WITH BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.

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INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:

COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTOR SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. COVERAGE PROVIDED MUST MEET REQUIREMENTS OF THE LABOR CODE OF THE STATE OF LOUISIANA. IN CASE ANY CLASS OF EMPLOYEES IS ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUTE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED. EMPLOYERS' LIABILITY LIMIT IS TO BE \$1,000,000 WHEN WORK

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2249198 OPEN DATE: 06/07/12 T-NUMBER :	TIME: 10:00 AM	BIDDER:	PAGE 8

IS TO BE OVER WATER AND INVOLVES MARITIME EXPOSURE.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$1,000,000 PER OCCURRENCE.

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 \$1,000,000 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.

(NOTE: IF THE VENDOR/CONTRACTOR DOES NOT OWN AN AUTOMOBILE AND AN AUTOMOBILE IS UTILIZED IN THE EXECUTION OF THE CONTRACT, THEN ONLY HIRED AND NON-OWNED COVERAGE IS ACCEPTABLE. IF AN AUTOMOBILE IS NOT UTILIZED IN THE EXECUTION OF THE CONTRACT, THEN AUTOMOBILE COVERAGE IS NOT REQUIRED.)

ADDITIONAL INSURED: THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS, AGENCIES, BOARDS AND COMMISSIONS, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES ARE TO BE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO ANY WORK DONE BY THE INSURED UNDER CONTRACT.

THE CONTRACTING PARTY SHALL INCLUDE ALL SUBCONTRACTORS AS INSURED UNDER ITS POLICIES OR SHALL FURNISH SEPARATE CERTIFICATES FOR EACH SUBCONTRACTOR. ALL COVERAGES FOR SUBCONTRACTORS SHALL BE SUBJECT TO ALL OF THE REQUIREMENTS STATED HEREIN.

INDEMNIFICATION AGREEMENT: THE OTHER PARTY 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, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, EXPENSE 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 GROW OUT OF ANY ACT OR OMISSION OF THE OTHER PARTY, ITS AGENTS, SERVANTS AND EMPLOYEES, OR ANY AND ALL COSTS, EXPENSE AND/OR ATTORNEY FEES INCURRED BY THE OTHER PARTY AS A RESULT OF ANY CLAIM, DEMANDS, AND/OR CAUSES OF ACTION EXCEPT OF THOSE CLAIMS, DEMANDS, AND/OR CAUSES OF ACTION ARISING OUT OF THE NEGLIGENCE OF THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS, AGENCIES, BOARDS, COMMISSIONS, ITS AGENTS, REPRESENTATIVES, AND/OR EMPLOYEES. THE OTHER PARTY AGREES TO INVESTIGATE, HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, DEMANDS, OR SUIT AT IT SOLE EXPENSE AND AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF IT (CLAIMS, ETC.) IS GROUNDLESS, FALSE OR FRAUDULENT.

- 13 DAVIS BACON ACT OF 1931
ALL LABORERS AND MECHANICS EMPLOYED BY RECIPIENTS, THE RECIPIENT'S CONTRACTORS, OR SUBCONTRACTORS ON THIS PROJECT SHALL BE PAID WAGES AT RATES NO LESS THAN THOSE PREVAILING ON PROJECTS OF A CHARACTER SIMILAR IN THE LOCALITY AS DETERMINED BY THE SECRETARY OF LABOR IN ACCORDANCE WITH SUBCHAPTER

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2249198 OPEN DATE: 06/07/12 T-NUMBER :	TIME: 10:00 AM	BIDDER:	PAGE 9

IV OF CHAPTER 31 OF TITLE 40 UNITED STATES CODE.

WITH RESPECT TO THE LABOR STANDARDS SPECIFIED IN THIS SECTION, THE SECRETARY OF LABOR SHALL HAVE THE AUTHORITY AND FUNCTIONS SET FORTH IN REORGANIZATION PLAN NUMBERED 14 OF 1950 (64 STAT. 1267; 5 U.S.C. APP.)

14 PROCUREMENT OF UNITED STATES PRODUCTS:
IN ACCORDANCE WITH THE PROVISIONS OF R.S. 39:1595.7, IN THE EVENT A CONTRACT IS NOT ENTERED INTO FOR PRODUCTS PURCHASED UNDER THE PROVISIONS OF R.S. 39:1595, EACH PROCUREMENT OFFICER, PURCHASING AGENT, OR SIMILAR OFFICIAL WHO PROCURES OR PURCHASES MATERIALS, SUPPLIES, PRODUCTS, PROVISIONS, OR EQUIPMENT UNDER THE PROVISIONS OF THIS CHAPTER MAY PURCHASE SUCH MATERIALS, SUPPLIES, PRODUCTS, PROVISIONS, OR EQUIPMENT WHICH ARE MANUFACTURED IN THE UNITED STATES, AND WHICH ARE EQUAL IN QUALITY TO OTHER MATERIALS, SUPPLIES, PRODUCTS, PROVISIONS, OR EQUIPMENT, PROVIDED THAT ALL OF THE FOLLOWING CONDITIONS ARE MET:

(1) THE COST OF SUCH ITEMS DOES NOT EXCEED THE COST OF OTHER ITEMS WHICH ARE MANUFACTURED OUTSIDE THE UNITED STATES BY MORE THAN FIVE PERCENT.

(2) THE VENDOR OF SUCH ITEMS AGREES TO SELL THE ITEMS AT THE SAME PRICE AS THE LOWEST BID OFFERED ON SUCH ITEMS.

(3) IN CASES WHERE MORE THAN ONE BIDDER OFFERS ITEMS MANUFACTURED IN THE UNITED STATES WHICH ARE WITHIN FIVE PERCENT OF THE LOWEST BID, THE BIDDER OFFERING THE LOWEST BID ON SUCH ITEMS IS ENTITLED TO ACCEPT THE PRICE OF THE LOWEST BID MADE ON SUCH ITEMS.

(4) THE VENDOR CERTIFIES THAT SUCH ITEMS ARE MANUFACTURED IN THE UNITED STATES.

FOR THE PURPOSES OF THIS PREFERENCE,

(1) "MANUFACTURED IN THE UNITED STATES" MEANS PRODUCED BY A PROCESS IN WHICH THE MANUFACTURING, FINAL ASSEMBLY, PROCESSING, PACKAGING, TESTING, AND ANY OTHER PROCESS THAT ADDS VALUE, QUALITY, OR RELIABILITY TO ASSEMBLED ARTICLES, MATERIALS, OR SUPPLIES, OCCUR IN THE UNITED STATES.

(2) "UNITED STATES" MEANS THE UNITED STATES AND ANY PLACE SUBJECT TO TO THE JURISDICTION OF THE UNITED STATES.

DO YOU CLAIM THIS PREFERENCE? _____ YES

SPECIFY LINE NUMBER(S) : _____

SPECIFY LOCATION WITHIN THE UNITED STATES WHERE THIS PRODUCT IS MANUFACTURED: _____

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET)

15

DUE TO FISCAL YEAR CONSTRAINTS, FUNDING MAY BE UNAVAILABLE FOR PAYMENT FOR ITEMS NOT DELIVERED BY JUNE 30. IF DELIVERY CANNOT BE

SPECIAL TERMS & CONDITIONS

INVITATION TO BID

NUMBER : 2249198
OPEN DATE: 06/07/12 TIME: 10:00 AM
T-NUMBER :

BIDDER:

PAGE
10

MADE IN ACCORDANCE WITH THE ORDER, VENDOR MUST ADVISE THE AGENCY OF
INABILITY TO SUPPLY.

- 16 THE STATE RESERVES THE RIGHT TO REJECT BIDS THAT CANNOT MAKE DELIVERY BY JUNE 30.
- 17 PAYMENT FOR CONTRACTUAL SERVICES WILL NOT BE MADE IN ADVANCE. PAYMENTS WILL BE MADE AFTER EACH INSPECTION.

SPECIFICATIONS		INVITATION TO BID	
NUMBER : 2249198	TIME: 10:00 AM	BIDDER:	PAGE 11
OPEN DATE: 06/07/12			
T-NUMBER :			

18 VEHICLE CONVERSION TO CNG DUAL FUEL SYSTEM

SCOPE OF WORK:
 PRICE INCLUDES LABOR, MATERIALS, VEHICLE PICKUP, VEHICLE DELIVERY EQUIPMENT AND SERVICES REQUIRED TO PRODUCE A COMPLETED INSTALLATION WHICH IS ACCEPTABLE TO THE AGENCY.

GENERAL:
 SPECIFICATIONS DESCRIBE THE MINIMUM REQUIREMENTS TO FURNISH ALL NECESSARY LABOR, MATERIAL, SERVICES, AND EQUIPMENT TO INSTALL A COMPRESSED NATURAL GAS, HEREIN REFERRED TO AS CNG, EPA CERTIFIED DUAL FUEL CONVERSION KIT ON VEHICLES SPECIFIED IN PRICE SHEET, ON LINE 00001.

MANUFACTURER CONVERSION KIT MUST BE ENVIRONMENTAL PROTECTION AGENCY, HEREIN REFERRED TO AS EPA, CERTIFIED FOR VEHICLES.

VENDOR MUST BE AUTHORIZED BY CNG CONVERSION KIT MANUFACTURER TO SELL AND INSTALL THEIR KIT.

EVIDENCE OF EPA CERTIFICATION FOR KIT AND VENDORS AUTHORIZATION BY MANUFACTURER TO SELL AND INSTALL KIT SHOULD BE SUPPLIED WITH BID SUBMISSION. IF NOT INCLUDED, INFORMATION MUST BE SUPPLIED BEFORE WORK CAN COMMENCE.

COMPLETION:
 ALL WORK INCLUDING FINAL ACCEPTANCE SHOULD BE COMPLETED ON OR BEFORE JUNE 30, 2012. IF WORK IS NOT COMPLETED AND ACCEPTED BY AGENCY REPRESENTATIVE BY THAT TIME, NO PAYMENT WILL BE MADE.

PLEASE INDICATE THE NUMBER OF DAYS REQUIRED TO COMPLETE AFTER RECEIPT OF ORDER:

WORKMANSHIP:
 ALL WORK SHALL BE INSPECTED AND APPROVED BY AGENCY REPRESENTATIVE, CONTACT INFORMATION WILL BE SUPPLIED TO AWARDED VENDOR. ANY DEFECT(S), SO NOTED, MUST BE CORRECTED BY VENDOR TO THE AGENCY SATISFACTION BEFORE WORK IS CONSIDERED COMPLETE FOR PAYMENT.

PICKUP AND DELIVERY:
 VENDOR MUST PERFORM THE CONVERSION WORK AT THEIR PLACE OF BUSINESS. TRANSPORTATION OF VEHICLES FROM AND TO AGENCY LOCATION MUST BE INCLUDED IN BID PRICE.

AGENCY LOCATION: 617 NORTH THIRD ST., BATON ROUGE, LA 70802

VENDOR WILL BE RESPONSIBLE FOR VEHICLES WHILE IN THEIR POSSESSION.

AGENCY INSPECTION WILL TAKE PLACE AT THE TIME OF DELIVERY. AGENCY CONTACT INFORMATION FOR COORDINATING DELIVERY WILL BE PROVIDED TO AWARDED VENDOR.

TRAINING:

SPECIFICATIONS		INVITATION TO BID	
NUMBER : 2249198	TIME: 10:00 AM	BIDDER:	PAGE 12
OPEN DATE: 06/07/12			
T-NUMBER :			

TRAINING, ALONG WITH ALL NEEDED TRAINING MATERIALS, SHALL BE PROVIDED BY VENDOR FOR AGENCY PERSONNEL AT A MUTUALLY AGREED TIME AND PLACE.

WARRANTY:
3 YEARS/36,000 MILES STANDARD LIMITED WARRANTY PLUS 8 YEARS/80,000 MILES WARRANTY FOR EMISSIONS-RELATED COMPONENTS.

19 *****
NOTE

IF THERE ARE ANY SPECIFICATIONS THAT MIGHT PREVENT YOU FROM BIDDING DUE TO MANDATORY OR DUE TO MINIMUM/MAXIMUM REQUIREMENTS YOU SHOULD CONTACT BUYER IMMEDIATELY BUT NO LATER THAN SEVEN (7) DAYS PRIOR TO BID OPENING.

ANY ADDITIONS, DELETIONS, OR VARIATIONS FROM THE SPECIFICATIONS SHOULD BE NOTED IN WRITING. MINOR DEVIATIONS FROM THE SPECIFICATIONS WHICH DO NOT IMPAIR COMPARATIVE FUNCTIONAL EQUIVALENCY WILL BE CONSIDERED AND ACCEPTABILITY WILL BE DETERMINED BY THE AGENCY.

20 *****
ANY QUESTIONS CONCERNING SPECIFICATIONS, CONTACT BUYER IMMEDIATELY.

JANA BRAUD
PHONE (225) 342-9200
FAX (225) 342-8688
EMAIL JANA.BRAUD@LA.GOV

PRICE SHEET

INVITATION TO BID

NUMBER : 2249198
 OPEN DATE : 06/07/12 TIME: 10:00 AM
 T-NUMBER :

BIDDER:

PAGE
13

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00001	<p>UNLESS SPECIFIED ELSEWHERE SHIP TO: NATURAL RES/CONSERVATION-PIPELINE PURCHASING SECTION ROOM 1263, 12TH FLOOR 617 N. THIRD STREET BATON ROUGE , LA 70802</p> <p>COMMODITY CODE: 060-47-000000</p> <p>VENDOR TO FURNISH AND INSTALL CNG DUAL FUEL CNG CONVERSION KIT FOR 2012 DODGE RAM 1500 CREW CAB ST 4X4 AFV, 4.7L ENGINE, 21 GGE MINIMUM FUEL CAPACITY PER SPECIFICATIONS HEREIN EPA CERTIFIED KIT FOR VEHICLE ABOVE, NO UNIVERSAL KITS WILL BE CONSIDERED. MANUFACTURER _____ KIT ITEM _____</p>	2	EACH		