



STATE OF LOUISIANA

INVITATION TO BID

**RESPONSES WILL BE
PUBLICLY OPENED**

10/17/2023
10:00 AM CST

Vendor No.: _____
Solicitation: 3000021890
Opening Date: 10/17/2023

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

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

RFx Number: 3000021890
Version: 1
Buyer: TIFFANY LAMBERT
Buyer Phone: 225-379-1410
E-Mail: tiffany.lambert@la.gov
Scheduled Begin Date:
Scheduled End Date:
T-Number:

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

Name of Solicitation: DOTD Contract-Preform Thermo Marking

RFx text:

This is a request for sealed bids only. This is not an order. Please note the RFx number and bid opening date on the outside of your bid envelope.

Please submit your bid(s) before the stated bid opening date and time. Bids received after the set opening date and time will be rejected.

Contract for furnishing Preformed, Heat-Applied, Beaded, Retroreflective, Thermoplastic Pavement Marking, Non-Pre Heated for the Department's various Districts in the State in accordance with provisions set forth for a twelve (12) month period beginning October 16, 2023, or date of award, whichever is later, in accordance with provisions set forth as specified herein.

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

Please print all attachments to ensure all documents related to the RFX are reviewed prior to bidding. Attached is a copy of the following:

- Bid Submission Instructions
- DOTD MS Spec 435-001, revised 09/14/2023
- AML: Preformed Thermo Striping Material
- DOTD Delivery Locations
- LA Preference Statement
- U.S. Preference Statement

- Cooperative Agreement

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

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

QUANTITIES:

The successful bidder must supply at bid price actual quantities as ordered whether the total of such quantities is more or less than the quantities shown in the RFX.

Bids which specify a minimum delivery will not be considered for award.

SPECIFICATIONS:

All Preformed, Heat-Applied, Beaded, Retroreflective, Thermoplastic Pavement Marking, Non-Pre Heated must be in accordance with the requirements of the bid and MS Specification 435-001, Revised 09/14/2023. Failure to meet these specifications will result in rejection.

All white preformed thermoplastic must be an approved material listed on the Approved Materials List (AML) for Preformed Heat-Applied Thermo Striping Material prior to bid opening. All other colors are not required to be listed on the AML nor the NTPEP Test Deck.

GUARANTEE AND LIABILITY:

The contractor accepts the following guarantees:

- (1) Guarantee that the supplies delivered are free from defects in design and construction.
- (2) Guarantee that the supplies are the manufacturer's standard design in construction and that no changes or substitutions have been made in the items listed in this contract.

The contractor holds and saves the State, its officers, agents, and employees harmless from liability of any kind, including cost and expenses on account of any patented or unpatented invention, articles, devices or appliances manufactured or used in the performance of this contract, including use by the government.

The contractor agrees to replace free of charge all defective equipment, materials or supplies delivered under this contract. All transportation charges covering return and replacement shall be paid by the contractor.

SPECIAL INSTRUCTIONS:

This is not an order to deliver. The quantities listed below are estimated usage only. No quantities are guaranteed. Only actual quantities needed will be ordered by DOTD. In the event a greater or lesser quantity is needed, the right is reserved by DOTD to increase or decrease the amount at the unit price stated in the bid.

Unit price bid must not exceed two digits to the right of the decimal point. Unit price submitted beyond two digits will be rounded off to the nearest second digit.

Must be bid in correct unit of measure shown to be considered for award. Quote submitted in any other unit of measure will not be considered.

At the option of the Department of Transportation and Development and acceptance by the contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions. Contract not to exceed thirty-six (36) months.

Prior to exercising the department's option to extend the contract, the department will determine if an extension is in the best interest of the department, taking into consideration current market trends, cost factors, price comparison with similar service in other states and various other factors as determined by the DOTD procurement director.

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

All orders delivered prior to the effective date of such termination shall be paid for by the Department in accordance with the terms of the contract, whereupon all obligations of both parties to the contract shall cease.

In the event contract contains a provision entitled "Guarantees" such guarantees shall apply to all items delivered prior to termination.

NOTE: All bidders should furnish descriptive literature with bid. Bidder may be required to furnish literature prior to award.

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

Products are subject to laboratory testing before final acceptance.

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

PRICES:

Prices quoted shall include all costs incidental to any license or patent that may be held by any company processing the materials bid on and the dealer agrees to hold the Department of Transportation and Development harmless from any claims, suits, costs or penalties for infringement or use of licensed or patented products.

All prices shall be quoted F.O.B. Destination and shall include all freight and/or delivery charges.

BASIS OF AWARD:

Award will be made to the overall low bidder bidding on all items on the RFx. Extended unit prices will be added together to determine the grand total. Line 28 will not be taken into consideration for overall low.

All bidders are expected to complete all pages of the RFx showing the price for each line item and extended unit price. In the event an error is made extending the total unit price, the unit price will govern.

The award of the contract will be made to the lowest responsible bidder complying with all details of this RFx as determined by the DOTD Procurement Director.

Discounts will be taken but will not be a considered in determining low bidder.

DELIVERY INSTRUCTIONS:

The successful bidder will be required to deliver Preformed, Heat-Applied, Beaded, Retroreflective, Thermoplastic Pavement Marking, Non-Pre Heated to all Districts/Sections listed on the District/Section Delivery and Contact information page included in this solicitation and to any other Louisiana Department of Transportation and Development Section or District as required, for the same prices, terms and conditions specified herein.

The successful bidder will be required to have on hand or immediately available an adequate supply of Preformed, Heat-Applied, Beaded, Retroreflective, Thermoplastic Pavement Marking, Non-Pre Heated in order to meet the Department's requirements, as ordered, where ordered, during the life of the contract. Successful bidder should contact the District/Section for accepted delivery days and times at least forty-eight (48) hours prior to delivery. Deliveries are not accepted on weekends, holidays or times of disaster.

Vendors accepting the Cooperative Purchase Agreement understand and agree that deliveries to other State Agencies, Political Subdivisions or Quasi Agencies will be on a statewide basis.

DAMAGE IN SHIPMENT:

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

PURCHASE ORDERS:

Purchase Orders will be issued by the Department of Transportation and Development. Each Purchase Order will state the required quantity and all other pertinent data necessary to assist the contractor to make proper delivery. In no event shall delivery be made without proper authorization.

INVOICES:

Upon each delivery and its acceptance by the Department, the contractor shall bill the Department by means of an invoice and such invoice shall make reference to the Purchase Order Number on which delivery was made.

At the time of delivery, the contractor is to provide a delivery receipt on his own form showing complete description and the exact quantity delivered. Such delivery ticket must make reference to the Purchase Order Number.

INSTRUCTION AND TRAINING:

The Contractor shall provide, at no additional cost to the Department, instruction and training services at the various Districts, Sections, or other LADOTD locations, on an as needed, as requested basis. Instruction and training shall be performed by a qualified technician that is either an employee of the Contractor who has been trained by the Manufacturer on the specific materials supplied by the Contractor or is a technician that is employed directly by the Manufacturer. Requests for training will be directed to the Contractor, it is the Contractor's responsibility to provide the personnel. Requestors will not contact the Manufacturer directly for training services.

Instruction shall include, but not be limited to, training films, material application, application equipment operation, proven installation practices, best practice storage procedures to prevent material damage, and any other information critical or useful information as it applies to the Instruction and Training to Preformed, Heat-Applied, Beaded, Retroreflective, Thermoplastic Pavement Marking, Non-Pre Heated materials provided under this contract.

INSURANCE REQUIREMENTS:

Insurance shall be carried by the contractor and a certificate of insurance shall be furnished within ten days after notification. The limits of such insurance shall follow the attached requirements and shall be from a company licensed to do business in the State of Louisiana (see attached insurance requirements).

REJECTION OF BIDS:

The Department of Transportation and Development reserves the right to reject any and all bids and/or waive any informalities.

VENDOR REGISTRATION:

Vendor registration should be completed in LaPAC prior to bid submission. This only applies to those vendors that have not registered in LaPAC.

Vendor registration must be completed prior to award.

Receipt of a solicitation or award cannot be relied upon as an assurance of receiving future solicitations. In order to receive e-mail notification of solicitations/awards from this office, you must enroll in the proper category on LaPac at the following web site:

<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

PAYMENT:

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources, DOTD strongly encourages vendors to participate in accepting Electronic Funds Transfer (EFT) payments.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information is available at <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
1	<p>Product ID: 12168 Product Category:31201500 MARKING,THERMO,PREFORM,WH,4 IN X 3 FT</p> <p>WHITE, PREFORMED, HEAT-APPLIED, BEADED, RETROREFLECTIVE, THERMOPLASTIC, NON-PRE HEATED, PERMANENT PAVEMENT MARKING, 125 MILS THICK, DOTD SPEC 435-001, REVISED 9/14/2023, WHITE PREFORM MARKING MUST BE FROM APPROVED MATERIALS LIST (AML) FOR PREFORMED HEAT-APPLIED THERMO STRIPING MATERIAL</p> <p>PRODUCER/SUPPLIER CODE: _____</p> <p>PRODUCT: _____</p>	8,600	LF		

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
2	<p>Product ID: 12169 Product Category:31201500 MARKING,THERMO,PREFORM,WH,8 IN X 3 FT</p> <p>WHITE, PREFORMED, HEAT-APPLIED, BEADED, RETROREFLECTIVE, THERMOPLASTIC, NON-PRE HEATED, PERMANENT PAVEMENT MARKING, 125 MILS THICK, DOTD SPEC 435-001, REVISED 9/14/2023, WHITE PREFORM MARKING MUST BE FROM APPROVED MATERIALS LIST (AML) FOR PREFORMED HEAT-APPLIED THERMO STRIPING MATERIAL</p> <p>PRODUCER/SUPPLIER CODE: _____</p> <p>PRODUCT: _____</p>	13,000	LF		
3	<p>Product ID: 12170 Product Category:31201500 MARKING,THERMO,PREFORM,WH,12 IN X 3 FT</p> <p>WHITE, PREFORMED, HEAT-APPLIED, BEADED, RETROREFLECTIVE, THERMOPLASTIC, NON-PRE HEATED, PERMANENT PAVEMENT MARKING, 125 MILS THICK, DOTD SPEC 435-001, REVISED 9/14/2023, WHITE PREFORM MARKING MUST BE FROM APPROVED MATERIALS LIST (AML) FOR PREFORMED HEAT-APPLIED THERMO STRIPING MATERIAL</p> <p>PRODUCER/SUPPLIER CODE: _____</p> <p>PRODUCT: _____</p>	10,000	LF		
4	<p>Product ID: 12171 Product Category:31201500 MARKING,THERMO,PREFORM,WH,24 IN X 3 FT</p> <p>WHITE, PREFORMED, HEAT-APPLIED, BEADED, RETROREFLECTIVE, THERMOPLASTIC, NON-PRE HEATED, PERMANENT PAVEMENT MARKING, 125 MILS THICK, DOTD SPEC 435-001, REVISED 9/14/2023, WHITE PREFORM MARKING MUST BE FROM APPROVED MATERIALS LIST (AML) FOR PREFORMED HEAT-APPLIED THERMO STRIPING MATERIAL</p> <p>PRODUCER/SUPPLIER CODE: _____</p> <p>PRODUCT: _____</p>	23,000	LF		

Invitation to bid: 3000021890
 Open Date: 10/17/2023
 T-Number:

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
5	<p>Product ID: 12200 Product Category:31201500 MARKING,THERMO,PREFORM,YLW,4 IN X 3 FT</p> <p>YELLOW, PREFORMED, HEAT-APPLIED, BEADED, RETROREFLECTIVE, THERMOPLASTIC, NON-PRE HEATED, PERMANENT PAVEMENT MARKING, 125 MILS THICK, DOTD MS SPEC 435-001, REVISED 9/14/2023</p> <p>PRODUCT: _____</p>	7,500	LF		
6	<p>Product ID: 12201 Product Category:31201500 MARKING,THERMO,PREFORM,YLW,8 IN X 3 FT</p> <p>YELLOW, PREFORMED, HEAT-APPLIED, BEADED, RETROREFLECTIVE, THERMOPLASTIC, NON-PRE HEATED, PERMANENT PAVEMENT MARKING, 125 MILS THICK, DOTD MS SPEC 435-001, REVISED 9/14/2023</p> <p>PRODUCT: _____</p>	6,700	LF		
7	<p>Product ID: 12202 Product Category:31201500 MARKING,THERMO,PREFORM,YLW,12 IN X 3 FT</p> <p>YELLOW, PREFORMED, HEAT-APPLIED, BEADED, RETROREFLECTIVE, THERMOPLASTIC, NON-PRE HEATED, PERMANENT PAVEMENT MARKING, 125 MILS THICK, DOTD MS SPEC 435-001, REVISED 9/14/2023</p> <p>PRODUCT: _____</p>	3	LF		
8	<p>Product ID: 12203 Product Category:31201500 MARKING,THERMO,PREFORM,YLW,24 IN X 3 FT</p> <p>YELLOW, PREFORMED, HEAT-APPLIED, BEADED, RETROREFLECTIVE, THERMOPLASTIC, NON-PRE HEATED, PERMANENT PAVEMENT MARKING, 125 MILS THICK, DOTD MS SPEC 435-001, REVISED 9/14/2023</p> <p>PRODUCT: _____</p>	1,600	LF		

Invitation to bid: 3000021890 Open Date: 10/17/2023 T-Number:	Bidder:	Page 8 of 19
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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
9	Product ID: 12204 Product Category:31201500 MARKING,THERMO,PREFORM,BLUE,4 IN X 3 FT PREFORMED, HEAT-APPLIED, BEADED, RETROREFLECTIVE, THERMOPLASTIC, NON-PRE HEATED, PERMANENT PAVEMENT MARKING, 125 MILS THICK, DOTD MS SPEC 435- 001, REVISED 9/14/2023 PRODUCT: _____	350	LF		
10	Product ID: 12172 Product Category:31201500 MARKING,THERMO,PREFORM,WH,ARROW,UP,L 12.75 FT, WHITE, COMBINATION ARROW, PREFORMED,HEAT-APPLIED, BEADED, RETROREFLECTIVE, THERMOPLASTIC, NON-RE HEATED, PERMANENT PAVEMENT MARKING, 125 MILS THICK, (ARROWS AND SYMBOLS), DOTD MS SPEC 435-001, REVISED 9/14/2023, WHITE PREFORM MARKING MUST BE FROM THE APPROVED MATERIALS LIST (AML) FOR PREFORMED HEAT-APPLIED THERMO STRIPING MATERIAL PRODUCER/SUPPLIER CODE: _____ PRODUCT: _____	25	EA		
11	Product ID: 12173 Product Category:31201500 MARKING,THERMO,PREFORM,WH,ARROW,UP,R 12.75 FT, WHITE, COMBINATION ARROW, PREFORMED, HEAT-APPLIED, BEADED, RETROREFLECTIVE, THERMOPLASTIC, NON-RE HEATED, PERMANENT PAVEMENT MARKING, 125 MILS THICK, (ARROWS AND SYMBOLS), DOTD MS SPEC 435-001, REVISED 9/14/2023, WHITE PREFORM MARKING MUST BE FROM THE APPROVED MATERIALS LIST (AML) FOR PREFORMED HEAT-APPLIED THERMO STRIPING MATERIAL PRODUCER/SUPPLIER CODE: _____ PRODUCT: _____	22	EA		

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 Open Date: 10/17/2023
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12	<p>Product ID: 12174 Product Category:31201500 MARKING,THERMO,PREFORM,WH,ARROW,CURVE,L</p> <p>8 FT, WHITE, CURVE, LEFT ARROW, PREFORMED, HEAT-APPLIED, BEADED, RETROREFLECTIVE, THERMOPLASTIC, NON-PRE HEATED, PERMANENT PAVEMENT MARKING, 125 MILS THICK, (ARROWS AND SYMBOLS), DOTD MS SPEC 435-001, REVISED 9/14/2023, WHITE PREFORM MARKING MUST BE FROM THE APPROVED MATERIALS LIST (AML) FOR PREFORMED HEAT-APPLIED THERMO STRIPING MATERIAL</p> <p>PRODUCER/SUPPLIER CODE: _____</p> <p>PRODUCT: _____</p>	185	EA		
13	<p>Product ID: 12175 Product Category:31201500 MARKING,THERMO,PREFORM,WH,ARROW,CURVE,R</p> <p>8 FT, WHITE, CURVE, RIGHT ARROW, PREFORMED, HEAT-APPLIED, BEADED, RETROREFLECTIVE, THERMOPLASTIC, NON-PRE HEATED, PERMANENT PAVEMENT MARKING, 125 MILS THICK, (ARROWS AND SYMBOLS), DOTD MS SPEC 435-001, REVISED 9/14/2023, WHITE PREFORM MARKING MUST BE FROM THE APPROVED MATERIALS LIST (AML) FOR PREFORMED HEAT-APPLIED THERMO STRIPING MATERIAL</p> <p>PRODUCER/SUPPLIER CODE: _____</p> <p>PRODUCT: _____</p>	110	EA		
14	<p>Product ID: 12176 Product Category:31201500 MARKING,THERMO,PREFORM,WH,ARROW,UP,L/R</p> <p>12.75 FT, WHITE, COMBINATION UP, LEFT, RIGHT ARROW, PREFORMED, HEAT- APPLIED, BEADED, RETROREFLECTIVE, THERMOPLASTIC, NON-RE HEATED, PERMANENT PAVEMENT MARKING, 125 MILS THICK, (ARROWS AND SYMBOLS), DOTD MS SPEC 435-001, REVISED 9/14/2023, WHITE PREFORM MARKING MUST BE FROM THE APPROVED MATERIALS LIST (AML) FOR PREFORMED HEAT-APPLIED THERMO STRIPING MATERIAL</p> <p>PRODUCER/SUPPLIER CODE: _____</p> <p>PRODUCT: _____</p>	13	EA		

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 Open Date: 10/17/2023
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15	<p>Product ID: 12177 Product Category:31201500 MARKING,THERMO,PREFORM,WH,ARROW,LN RED,L 18 FT, WHITE, LANE REDUCTION ARROW LEFT SYMBOL, PREFORMED, HEAT-APPLIED, BEADED, RETROREFLECTIVE, THERMOPLASTIC, NON-PRE HEATED, PERMANENT PAVEMENT MARKING, 125 MILS THICK, (ARROW AND SYMBOLS), DOTD MS SPEC 435- 001, REVISED 9/14/2023, WHITE PREFORM MARKING MUST BE FROM THE APPROVED MATERIALS LIST (AML) FOR PREFORMED HEAT-APPLIED THERMO STRIPING MATERIAL</p> <p>PRODUCER/SUPPLIER CODE: _____ PRODUCT: _____</p>	2	EA		
16	<p>Product ID: 12178 Product Category:31201500 MARKING,THERMO,PREFORM,WH,ARROW,LN RED,R 18 FT, WHITE,LANE REDUCTION ARROW RIGHT SYMBOL, PREFORMED, HEAT-APPLIED, BEADED, RETROREFLECTIVE, THERMOPLASTIC, NON-PRE HEATED, PERMANENT PAVEMENT MARKING, 125 MILS THICK, (ARROW AND SYMBOLS), DOTD MS SPEC 435- 001, REVISED 9/14/2023, WHITE PREFORM MARKING MUST BE FROM THE APPROVED MATERIALS LIST (AML) FOR PREFORMED HEAT-APPLIED THERMO STRIPING MATERIAL</p> <p>PRODUCER/SUPPLIER CODE: _____ PRODUCT: _____</p>	2	EA		
17	<p>Product ID: 12179 Product Category:31201500 MARKING,THERMO,PREFORM,WH,ARROW,STRAIGHT 9.5 FT, WHITE, PREFORMED, HEAT-APPLIED, BEADED, RETROREFLECTIVE, THERMOPLASTIC, NON-PRE HEATED, PERMANENT PAVEMENT MARKING, 125 MILS THICK, (ARROWS AND SYMBOLS), DOTD MS SPEC 435-001, REVISED 9/14/2023, WHITE PREFORM MARKING MUST BE FROM THE APPROVED MATERIALS LIST FOR PREFORMED HEAT-APPLIED THERMO STRIPING MATERIAL</p> <p>PRODUCER/SUPPLIER CODE: _____ PRODUCT: _____</p>	50	EA		

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 Open Date: 10/17/2023
 T-Number:

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18	<p>Product ID: 12180 Product Category:31201500 MARKING,THERMO,PREFORM,WH,ARROW,WRG WAY</p> <p>23.5 FT, WHITE, STRAIGHT ARROW, WRONG WAY/RAMP, PREFORMED, HEAT-APPLIED, BEADED, RETROREFLECTIVE, THERMOPLASTIC, NON-PRE HEATED, PERMANENT PAVEMENT MARKING, 125 MILS THICK, (ARROWS AND SYMBOLS), DOTD MS SPEC 435-001, REVISED 9/14/2023, WHITE PREFORM MARKING MUST BE FROM THE APPROVED MATERIALS LIST (AML) FOR PREFORMED HEAT-APPLIED THERMO STRIPING MATERIAL</p> <p>PRODUCER/SUPPLIER CODE: _____</p> <p>PRODUCT: _____</p>	2	EA		
19	<p>Product ID: 12181 Product Category:31201500 MARKING,THERMO,PREFORM,WH,YIELD LN,1X1.5</p> <p>WHITE, TRIANGLE MARKING, YIELD LINE SYMBOL, PREFORMED, HEAT-APPLIED, BEADED, RETROREFLECTIVE, THERMOPLASTIC, NON-PRE HEATED, PERMANENT PAVEMENT MARKING, 125 MILS THICK, (ARROWS AND SYMBOLS), DOTD MS SPEC 435-001, REVISED 9/14/2023, WHITE PREFORM MARKING MUST BE FROM THE APPROVED MATERIALS LIST (AML) FOR PERFORMED HEAT-APPLIED THERMO STRIPING MATERIAL</p> <p>PRODUCER/SUPPLIER CODE: _____</p> <p>PRODUCT: _____</p>	2	EA		
20	<p>Product ID: 12185 Product Category:31201500 MARKING,THERMO,PREFORM,WH,ONLY</p> <p>5 FT 10.8 IN X 8 FT, WHITE, ONLY MARKING, PREFORMED, HEAT-APPLIED, BEADED, RETROREFLECTIVE, THERMOPLASTIC, NON-PRE HEATED, PERMANENT PAVEMENT MARKING, 125 MILS THICK, (LEGENDS, LETTERS, AND NUMBERS), DOTD MS SPEC 435-001, REVISED 9/14/2023, WHITE PREFORM MARKING MUST BE FROM THE APPROVED MATERIALS LIST (AML) FOR PREFORM HEAT-APPLIED THERMO STRIPING MATERIAL</p> <p>PRODUCER/SUPPLIER CODE: _____</p> <p>PRODUCT: _____</p>	110	EA		

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21	<p>Product ID: 12186 Product Category:31201500 MARKING,THERMO,PREFORM,WH,R X R KIT</p> <p>6 FT 6 IN X 60 FT, WHITE, RAILROAD MARKING KIT, PREFORMED, HEAT-APPLIED, BEADED, RETROREFLECTIVE, THERMOPLASTIC, NON-PRE HEATED, PERMANENT PAVEMENT MARKING, 125 MILS THICK, (LEGENDS, LETTERS, AND NUMBERS), DOTD MS SPEC 435-001, REVISED 9/14/2023, WHITE PREFORM MARKING MUST BE FROM THE APPROVED MATERIALS LIST (AML) FOR PREFORMED HEAT-APPLIED THERMO STRIPING MATERIAL</p> <p>PRODUCER/SUPPLIER CODE: _____</p> <p>PRODUCT: _____</p>	40	EA		
22	<p>Product ID: 12187 Product Category:31201500 MARKING,THERMO,PREFORM,WH,SCHOOL,8 FT</p> <p>8 FT X 11 FT 6 IN, WHITE, SCHOOL MARKING, PREFORMED, HEAT-APPLIED, BEADED, RETROREFLECTIVE, THERMOPLASTIC, NON-PRE HEATED, PERMANENT PAVEMENT MARKING, 125 MILS THICK, (LEGENDS, LETTERS, AND NUMBERS), DOTD MS SPEC 435-001, REVISED 9/14/2023, WHITE PREFORM MUST BE FROM THE APPROVED MATERIALS LIST (AML) FOR PREFORMED HEAT-APPLIED THERMO STRIPING MATERIAL</p> <p>PRODUCER/SUPPLIER CODE: _____</p> <p>PRODUCT: _____</p>	8	EA		
23	<p>Product ID: 12188 Product Category:31201500 MARKING,THERMO,PREFORM,WH,SCHOOL,10 FT</p> <p>10 FT X 15 FT, WHITE, SCHOOL MARKING, PERFORMED, HEAT-APPLIED, BEADED, RETROREFLECTIVE, THERMOPLASTIC, NON-PRE HEATED, PERMANENT PAVEMENT MARKING, 125 MILS THICK, (LEGENDS, LETTERS, AND NUMBERS), DOTD MS SPEC 435-001, REVISED 9/14/2023, WHITE PREFORM MARKING MUST BE FROM THE APPROVED MATERIALS LIST (AML) FOR PREFORMED HEAT-APPLIED THERMO STRIPING MATERIAL</p> <p>PRODUCER/SUPPLIER CODE: _____</p> <p>PRODUCT: _____</p>	2	EA		

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24	<p>Product ID: 12210 Product Category:31201500 MARKING,THERMO,PREFORM,I SHIELD,N/I,DK</p> <p>4 FT X 8 FT, RED, BLUE AND WHITE, INTERSTATE SHIELD FOR NON-INTERSTATE PAVEMENT, PREFORMED, HEAT-APPLIED, BEADED, RETROREFLECTIVE, THERMOPLASTIC, NON-PRE HEATED, PERMANENT PAVEMENT MARKING, 125 MILS THICK, (ROUTED MARKER), DOTD MS SPEC 435-001, REVISED 9/14/2023, PREFORM MARKING MUST BE FROM THE APPROVED MATERIALS LIST (AML) FOR PREFORMED HEAT-APPLIED THERMO STRIPING MATERIAL</p> <p>PRODUCER/SUPPLIER CODE: _____</p> <p>PRODUCT: _____</p>	2	EA		
25	<p>Product ID: 51270 Product Category:31201500 MARKING,THERMO,PREFORM,FISH-HK,STRAIT/L</p> <p>20 FT, WHITE, STRAIGHT/LEFT FISH-HOOK ARROW, FOR ROUNDABOUT, PREFORMED, HEAT-APPLIED, BEADED, RETROREFLECTIVE, THERMOPLASTIC, NON-PRE HEATED, PERMANENT PAVEMENT MARKING, 125 MILS THICK, (ARROWS AND SYMBOLS), DOTD MS SPEC 435-001, REVISED 9/14/2023, WHITE PREFORM MARKING MUST BE FROM THE APPROVED MATERIALS LIST (AML) FOR PREFORMED HEAT-APPLIED THERMO STRIPING MATERIAL</p> <p>PRODUCER/SUPPLIER CODE: _____</p> <p>PRODUCT: _____</p>	2	EA		

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Bidder:

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
26	<p>Product ID: 51271 Product Category:31201500 MARKING,THERMO,PREFORM,FISH-HK,STRAIGHT</p> <p>20 FT, WHITE, STRAIGHT FISH-HOOK ARROW, FOR ROUNDABOUT, PREFORMED, HEAT- APPLIED, BEADED, RETROREFLECTIVE, THERMOPLASTIC, NON-PRE HEATED, PERMANENT PAVEMENT MARKING, 125 MILS THICK, (ARROWS AND SYMBOLS), DOTD MS SPEC 435-001, REVISED 9/14/2023, WHITE PREFORM MARKING MUST BE FROM THE APPROVED MATERIALS LIST (AML) FOR PREFORMED HEAT-APPLIED THERMO STRIPING MATERIAL</p> <p>PRODUCER/SUPPLIER CODE: _____</p> <p>PRODUCT: _____</p>	2	EA		
27	<p>Product ID: 54940 Product Category:31201500 MARKING,THERMO,PREFORM,HANDICAP SYM,WO/B</p> <p>BLUE AND WHITE HANDICAP MARKING SYMBOL WITHOUT BORDER, SEE DRAWING FOR SPECIFIC MEASUREMENTS, PREFORMED, HEAT-APPLIED, BEAD, RETROREFLECTIVE, THERMOPLASTIC, NON-PRE HEATED, PERMANENT PAVEMENT MARKING, 125 MILS THICK, (LEGENDS, LETTERS, AND NUMBERS), DOTD MS SPEC 435-001, REVISED 9/14/2023, WHITE PREFORM MARKING MUST BE FROM THE APPROVED MATERIALS LIST (AML) FOR PREFORMED HEAT-APPLIED THERMO STRIPING MATERIAL</p> <p>PRODUCER/SUPPLIER CODE: _____</p> <p>PRODUCT: _____</p>	8	EA		
28	<p>Product Category:31201500 PRIMER,CONCRETE,F/PREFORM MARKINGS,1 GAL</p> <p>F/NON PREHEATED, PREFORMED, HEAT APPLIED PAVEMENT TAPE, Product must be compatible with products being bid for thermoplastic tape.</p> <p>PRODUCT: _____</p>	200	GAL		

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.