



# STATE OF LOUISIANA

Office of State Procurement  
INVITATION TO BID

RESPONSES WILL BE  
PUBLICLY OPENED AT THE  
PHYSICAL ADDRESS BELOW  
08/20/2015  
02:00 PM CST

Vendor No.: \_\_\_\_\_  
Solicitation: 3000003895  
Opening Date: 08/20/2015

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

**SUBMIT NON-ELECTRONIC RESPONSE**  
**TO : Office of State Procurement**  
**P.O. Box 94095**  
**Baton Rouge LA 70804-9095**

**Physical Address:**  
**1201 N. Third Street, Suite 2-160**  
**Baton Rouge, LA 70802**

**RFx Number:** 3000003895  
**Version:** 2  
**Buyer:** VICKY HEBERT  
**Buyer Phone:** 225-342-4824  
**E-Mail:** vicky.hebert@la.gov  
**Scheduled Begin Date:**  
**Scheduled End Date:**  
**T-Number:**

**Ship To Address:**  
CPRA  
450 Laurel Street Suite 1501-14  
Baton Rouge, LA 70801

QUESTIONS TO BE COMPLETED BY VENDOR	Required
1. _____ Delivery will be made this number of days After Receipt of Order (ARO)	
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.	

**Name of Solicitation:** \*Fax Bid\* Oper & Maint Hwy 394 Proj-CPRA

**Notice to bidder:**

All vendors that wish to receive email notifications of bid opportunities must be registered in LaGov and pay their annual vendor subscription fee via the vendor enrollment portal.

\*\*\*Adding additional details for clarification and corrections\*\*\*

**RFx text:**  
8/11/15

Your reference is directed to solicitation #3000003895 for Oper & Maint Hwy 394 Proj-CPRA, which is scheduled to open 8/20/15 at 2:00 p.m.

The following changes are to be made to the solicitation:

The Name of the Solicitation:

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

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NOW READS: Oper & Maint Hwy. 394 Proj - CPRA

CHANGE TO READ: Oper & Maint Hwy. 384 Proj - CPRA

Attachment A - Terms & Conditions, page 2 of 9, paragraph 7

NOW READS: I will add in pre-bid conference and jobsite visit information once the agency let me know.

CHANGE TO READ: A non-mandatory pre-bid conference is scheduled as provided in the Invitation to Bid. The conference will be held at the CPRA Lafayette Regional Office, 635 Cajundome Blvd., Lafayette, LA 70506.

Attachment B - Specifications, page 1 of 10 under 1. Introduction, 3rd paragraph:

NOW READS: A mandatory pre-bid conference is required as provided in the Invitation to Bid. The conference will be held at the CPRA Lafayette Regional Office, 635 Cajundome Blvd., Lafayette, LA 70506

CHANGE TO READ: A non-mandatory pre-bid conference is scheduled as provided in the Invitation to Bid. The conference will be held at the CPRA Lafayette Regional Office, 635 Cajundome Blvd., Lafayette, LA 70506.

This addendum is hereby officially made a part of the referenced solicitation.

Acknowledgment: If you have submitted your bid and this addendum does not cause you to revise your bid, you should acknowledge receipt of this addendum by identifying your business name and by signing where indicated. You may return this acknowledgment by mail to: Office of State Purchasing, P. O. Box 94095, Baton Rouge, LA 70804-9095, by hand delivery to Office of State Purchasing, 1201 N. Third Street, Claiborne Building, Suite 2-160., Baton Rouge, LA 70802, or by fax to (225) 342-9756. The state reserves the right to request a completed acknowledgment at any time. Failure to execute an acknowledgment shall not relieve the bidder from complying with the terms of the bid.

Addendum Acknowledged/No Changes:

For: \_\_\_\_\_ By: \_\_\_\_\_

**REVISION:**

If you have already submitted your bid and this addendum requires you to revise your bid, you must indicate any change(s) below, identify your business name and sign where shown. Revisions shall be delivered prior to bid opening by mail to: Office of State Purchasing, P. O. Box 94095, Baton Rouge, LA 70804-9095, or by hand delivery or courier to: Office of State Purchasing, 1202 N. 3rd Street, Claiborne Building, Suite 2-160, Baton Rouge, LA 70802, and indicate the solicitation number and the bid opening and time on the outside of the envelope for proper identification or by fax to (225) 342-9756. Electronic transmission other than by fax are not being accepted at this time.

Revisions received after bid opening shall not be considered and you shall be held to your original bid.

For: \_\_\_\_\_ By: \_\_\_\_\_

Revision: \$ \_\_\_\_\_

Revised Price: \$ \_\_\_\_\_

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
1	<b>Product Category:70171803</b> Operation & Maintenance of Hwy 384 proj  To provide all labor, materials and equipment necessary for structure operation and maintenance of monitoring equipment in accordance with the Scope of work and the Water Management Plan. The project is located approximately 1.5 miles south of the intersection of LA State Highway 384 and the Gulf Intracoastal Waterway (GIWW) along both sides of Hwy 384 near the community of Grand Lake in Calcasieu Parish.  Initial term of contract will be from date of award through June 30, 2016.	12	MON		

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### INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
  2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. 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.
  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 IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
  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 CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
  10. IMPORTANT: BY SIGNING THE BID, 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 BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE WITH INK OR TYPEWRITTEN.
  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, 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. FAX ALTERATIONS, NOT INVOLVING PRICING, TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED BID FORM AND FAXED ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING. ALTERATIONS TO PRICE MUST BE RECEIVED IN A SEALED ENVELOPE WITH THE BID NUMBER, OPENING DATE AND TIME DISPLAYED ON THE OUTSIDE OF THE ENVELOPE AND TIME STAMPED BEFORE BID OPENING. 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

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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 WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE 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.

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;

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- (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW;  
(6) ANY OTHER BREACH OF CONTRACT.

THE STATE, BY WRITTEN NOTICE, MAY TERMINATE THIS CONTRACT, IN WHOLE OR IN PART, WHEN IT IS IN THE STATE'S INTEREST. IF THIS CONTRACT IS TERMINATED, THE STATE SHALL BE LIABLE ONLY FOR GOODS OR SERVICES DELIVERED OR ACCEPTED. THE STATE NOTICE OF TERMINATION MAY PROVIDE THE CONTRACTOR THIRTY (30) DAYS PRIOR NOTICE BEFORE IT BECOMES EFFECTIVE. HOWEVER, AT THE STATE'S SOLE OPTION A TERMINATION OF CONVENIENCE MAY BE EFFECTIVE IMMEDIATELY AND MAY APPLY TO DELIVERY ORDERS (IF APPLICABLE) OR TO THE CONTRACT IN WHOLE.

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 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.

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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 THE 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. FEDERAL CLAUSES, IF APPLICABLE

CIVIL RIGHTS

BOTH PARTIES SHALL ABIDE BY THE REQUIREMENTS OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AND SHALL NOT DISCRIMINATE AGAINST EMPLOYEES OR APPLICANTS DUE TO COLOR, RACE, RELIGION, SEX, HANDICAP OR NATIONAL ORIGIN. FURTHERMORE, BOTH PARTIES SHALL TAKE AFFIRMATIVE ACTION PURSUANT TO EXECUTIVE ORDER #11246 AND THE NATIONAL VOCATIONAL REHABILITATION ACT OF 1973 TO PROVIDE FOR POSITIVE POSTURE IN EMPLOYING AND UPGRADING PERSONS WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, HANDICAP OR NATIONAL ORIGIN, AND SHALL TAKE AFFIRMATIVE ACTION AS PROVIDED IN THE VIETNAM ERA VETERAN'S READJUSTMENT ACT OF 1974. BOTH PARTIES SHALL ALSO ABIDE BY THE REQUIREMENTS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE VOCATIONAL REHABILITATION ACT OF 1973 TO ENSURE THAT ALL SERVICES ARE DELIVERED WITHOUT DISCRIMINATION DUE TO RACE, COLOR, NATIONAL ORIGIN OR HANDICAP.

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.

CLEAN WATER ACT

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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. CERTIFICATION OF NO SUSPENSION OR DEBARMENT.

BY SIGNING AND SUBMITTING ANY PROPOSAL FOR \$25,000 OR MORE, THE PROPOSER 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).

34. IN ACCORDANCE WITH LOUISIANA LAW, ALL CORPORATIONS (SEE, R.S. 12:163) AND LIMITED LIABILITY COMPANIES (SEE, R.S. 12:1308.2) MUST BE IN GOOD STANDING WITH THE LOUISIANA SECRETARY OF STATE IN ORDER TO HOLD A CONTRACT WITH THE STATE.



Bidder:

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**BID DELIVERY INSTRUCTIONS FOR STATE PROCUREMENT:**

FAX QUOTATIONS MAY BE SUBMITTED EITHER:

VIA FAX TO: (225) 342-9756

OR

DELIVERED BY HAND OR COURIER SERVICE TO:

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

OR

MAILED THROUGH THE U.S. POSTAL SERVICE TO:

OFFICE OF STATE PROCUREMENT  
PO BOX 94095  
BATON ROUGE, LA 70804-9095

IN ORDER FOR YOUR FAX QUOTATION TO BE CONSIDERED, IT MUST BE RECEIVED NO LATER THAN THE OPENING DATE AND TIME SHOWN ON THE FIRST PAGE OF THIS SOLICITATION.

IF YOUR FAX QUOTATION IS SUBMITTED VIA FAX, THE DATE AND TIME MARKED BY THE RECEIVING FAX MACHINE WILL BE THE OFFICIAL FAX QUOTATION RECEIPT TIME. FAX QUOTATIONS SUBMITTED BY HAND OR COURIER DELIVERY OR MAILED TO THE OFFICE OF STATE PROCUREMENT WILL BE TIME-STAMPED.

VENDOR IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS FAX QUOTATION. FAILURE TO MEET THE FAX QUOTATION OPENING DATE AND TIME SHALL RESULT IN REJECTION OF THE FAX QUOTATION.

**\*\*ATTENTION: \*\***

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE NOTIFICATIONS OF FUTURE SOLICITATIONS FROM THIS OFFICE, YOU MUST PAY A REGISTRATION FEE AND ENROLL IN THE PROPER CATEGORY IN LAGOV AT THE FOLLOWING WEBSITE:

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

PAID ENROLLMENT IN LAGOV PROVIDES LAPAC EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

**TERMS AND CONDITIONS:** THIS SOLICITATION CONTAINS ALL THE 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.

**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.

**ACCEPTANCE:** UNLESS OTHERWISE SPECIFIED, 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.

**CANCELLATION:** THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

**RENEWAL OPTION:**

AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.

**EST. QTY:**

THE LISTED QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.

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A NON-MANDATORY PRE-BID CONFERENCE IS SCHEDULED. THE CONFERENCE WILL BE HELD AT: CPRA LAFAYETTE REGIONAL OFFICE, ABDALLA HALL, CONFERENCE ROOM A, 635 CAJUNDOME BLVD., LAFAYETTE, LA 70506. THE CONFERENCE IS SCHEDULED FOR THURSDAY, AUGUST 13, 2015.

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**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.

**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.

**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.SAM.GOV](http://www.sam.gov)

**LACARTE PROCUREMENT CARD:**

IN AN EFFORT TO INCREASE EFFICIENCIES AND EFFECTIVENESS AS WELL AS BE STRATEGIC IN UTILIZING TECHNOLOGY AND RESOURCES FOR THE STATE AND VENDORS, THE STATE INTENDS TO MAKE ALL PAYMENTS TO VENDORS ELECTRONICALLY. THE LACARTE PROCUREMENT CARD WILL BE USED FOR PURCHASES OF \$5,000 AND UNDER, AND WHERE FEASIBLE, OVER \$5,000. VENDORS WILL HAVE A CHOICE OF RECEIVING ELECTRONIC PAYMENT FOR ALL OTHER PAYMENTS BY SELECTING THE ELECTRONIC VENDOR PAYMENT SOLUTION (EVP) OR ELECTRONIC FUNDS TRANSFER (EFT). IF YOU RECEIVE AN AWARD AND DO NOT CURRENTLY ACCEPT THE LACARTE CARD OR EVP OR HAVE NOT ALREADY ENROLLED IN EFT, YOU WILL BE ASKED TO COMPLY WITH THIS REQUEST BY CHOOSING ONE OF THE FOLLOWING THREE OPTIONS. YOU MAY INDICATE YOUR ACCEPTANCE BELOW.

LACARTE

THE LACARTE PROCUREMENT CARD USES A VISA CARD PLATFORM. VENDORS RECEIVE PAYMENT FROM STATE AGENCIES USING THE CARD IN THE SAME MANNER AS OTHER VISA CARD PURCHASES. VENDORS CANNOT PROCESS PAYMENT TRANSACTIONS THROUGH THE CREDIT CARD CLEARINGHOUSE UNTIL THE PURCHASED PRODUCTS HAVE BEEN SHIPPED OR RECEIVED OR THE SERVICES PERFORMED.

FOR ALL STATEWIDE AND AGENCY TERM CONTRACTS:

- UNDER THE LACARTE PROGRAM, PURCHASE ORDERS ARE NOT NECESSARY. ORDERS MUST BE PLACED AGAINST THE NET DISCOUNTED PRODUCTS OF THE CONTRACT. ALL CONTRACT TERMS AND CONDITIONS APPLY TO PURCHASES MADE WITH LACARTE.

- IF A PURCHASE ORDER IS NOT USED, THE VENDOR MUST KEEP ON FILE A RECORD OF ALL LACARTE PURCHASES ISSUED AGAINST THIS CONTRACT DURING THE CONTRACT PERIOD. THE FILE MUST CONTAIN THE PARTICULAR ITEM NUMBER, QUANTITY, LINE TOTAL AND ORDER TOTAL. RECORDS OF THESE PURCHASES MUST BE PROVIDED TO THE OFFICE OF STATE PURCHASING ON REQUEST.

EVP

EVP METHOD CONVERTS CHECK PAYMENTS TO A VISA CREDIT CARD THEREBY STREAMLINING PAYMENTS TO YOUR ORGANIZATION. PARTICIPANTS RECEIVE A CREDIT CARD ACCOUNT NUMBER WITH UNIQUE SECURITY FEATURES. THIS CARD WILL HAVE \$0 AVAILABLE FUNDS UNTIL AN INVOICE IS APPROVED FOR PAYMENT. AS PAYMENTS ARE APPROVED, ELECTRONIC REMITTANCE NOTIFICATIONS ARE SENT VIA EMAIL ALONG WITH APPROVAL TO CHARGE THE CARD FOR THAT AMOUNT. EVP REQUIRES NO CHANGE TO CURRENT INVOICE PROCEDURES; IT IS SECURE, AND DOES NOT REQUIRE YOUR BANK INFORMATION.

EFT

EFT PAYMENTS ARE SENT FROM THE STATE’S BANK DIRECTLY TO THE PAYEE’S BANK EACH WEEKDAY. THE ONLY REQUIREMENT IS THAT YOU HAVE AN ACTIVE CHECKING OR SAVINGS ACCOUNT AT A FINANCIAL INSTITUTION THAT CAN ACCEPT AUTOMATED CLEARING HOUSE (ACH) CREDIT FILES AND REMITTANCE INFORMATION ELECTRONICALLY. ADDITIONAL INFORMATION IS AVAILABLE AT [HTTP://WWW.DOA.LOUISIANA.GOV/OSRAP/EFTFORWEBSITE.PDF](http://www.doa.louisiana.gov/osrap/eftforwebsite.pdf) . TO FACILITATE THIS PAYMENT PROCESS, YOU WILL NEED TO COMPLETE AND RETURN BOTH EFT ENROLLMENT FORMS FOUND AT <http://www.doa.louisiana.gov/ERP/PDFS/LAGOV%20AP-03%20-%20EFT%20VENDOR%20ENROLLMENT%20FORM.PDF> AND [HTTP://WWW.DOA.LOUISIANA.GOV/OSRAP/EFTFORWEBSITE.PDF](http://www.doa.louisiana.gov/osrap/eftforwebsite.pdf).

PAYMENT TYPE	WILL ACCEPT	ALREADY ENROLLED
LACARTE	_____	_____
EFT	_____	_____

\_\_\_\_\_  
PRINTED NAME OF INDIVIDUAL AUTHORIZED

\_\_\_\_\_  
AUTHORIZED SIGNATURE FOR PAYMENT TYPE CHOSEN

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMAIL ADDRESS AND PHONE NUMBER OF AUTHORIZED INDIVIDUAL

SCOPE OF WORK INCLUDES LABOR, MATERIALS, AND SERVICES REQUIRED TO PRODUCE A COMPLETED JOB WHICH IS ACCEPTABLE TO THE AGENCY.

BEFORE THIS CONTRACT IS ACCEPTABLE AND COMPLETE, SUCCESSFUL BIDDER SHALL CLEAN UP AND REMOVE FROM THE PREMISE ALL DEBRIS RESULTING FROM HIS WORK, AND SHALL SEE TO IT THAT ALL THE ITEMS FURNISHED ARE LEFT IN GOOD ORDER, CLEAN, AND PROPERLY INSTALLED

AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.

**INSURANCE REQUIREMENTS FOR CONTRACTORS:**

THE CONTRACTOR SHALL PURCHASE AND MAINTAIN FOR THE DURATION OF THE CONTRACT INSURANCE AGAINST CLAIMS FOR INJURIES TO PERSONS OR DAMAGES TO PROPERTY WHICH MAY ARISE FROM OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK HEREUNDER BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

1. WORKERS COMPENSATION

WORKERS COMPENSATION INSURANCE SHALL BE IN COMPLIANCE WITH THE WORKERS COMPENSATION LAW OF THE STATE OF THE CONTRACTOR'S HEADQUARTERS. EMPLOYERS LIABILITY IS INCLUDED WITH A MINIMUM LIMIT OF \$500,000 PER ACCIDENT/PER DISEASE/PER EMPLOYEE. IF WORK IS TO BE PERFORMED OVER WATER AND INVOLVES MARITIME EXPOSURE, APPLICABLE LHWCA, JONES ACT, OR OTHER MARITIME LAW COVERAGE SHALL BE INCLUDED AND THE EMPLOYERS LIABILITY LIMIT INCREASED TO A MINIMUM OF \$1,000,000. A.M. BEST'S INSURANCE COMPANY RATING REQUIREMENT MAY BE WAIVED FOR WORKERS COMPENSATION COVERAGE ONLY.

2. COMMERCIAL GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING PERSONAL AND ADVERTISING INJURY LIABILITY, SHALL HAVE A MINIMUM LIMIT PER OCCURRENCE OF \$1,000,000 AND A MINIMUM GENERAL AGGREGATE OF \$2,000,000. THE INSURANCE SERVICES OFFICE (ISO) COMMERCIAL GENERAL LIABILITY OCCURRENCE COVERAGE FORM CG 00 01 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED IN THE POLICY. CLAIMS-MADE FORM IS UNACCEPTABLE.

3. AUTOMOBILE LIABILITY

AUTOMOBILE LIABILITY INSURANCE SHALL HAVE A MINIMUM COMBINED SINGLE LIMIT PER OCCURRENCE OF \$1,000,000. ISO FORM NUMBER CA 00 01 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED IN THE POLICY. THIS INSURANCE SHALL INCLUDE THIRD-PARTY BODILY INJURY AND PROPERTY DAMAGE LIABILITY FOR OWNED, HIRED AND NON-OWNED AUTOMOBILES.

**B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND ACCEPTED BY THE AGENCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEDUCTIBLES AND SELF-INSURED RETENTIONS.

**C. OTHER INSURANCE PROVISIONS**

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

## 1. GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES

- A. THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS SHALL BE NAMED AS AN ADDITIONAL INSURED AS REGARDS NEGLIGENCE BY THE CONTRACTOR. ISO FORM CG 20 10 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED WHEN APPLICABLE. THE COVERAGE SHALL CONTAIN NO SPECIAL LIMITATIONS ON THE SCOPE OF PROTECTION AFFORDED TO THE AGENCY.
- B. THE CONTRACTOR'S INSURANCE SHALL BE PRIMARY AS RESPECTS THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS. ANY INSURANCE OR SELF-INSURANCE MAINTAINED BY THE AGENCY SHALL BE EXCESS AND NON-CONTRIBUTORY OF THE CONTRACTOR'S INSURANCE.
- C. ANY FAILURE OF THE CONTRACTOR TO COMPLY WITH REPORTING PROVISIONS OF THE POLICY SHALL NOT AFFECT COVERAGE PROVIDED TO THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS.

## 2. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

THE INSURER SHALL AGREE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS FOR LOSSES ARISING FROM WORK PERFORMED BY THE CONTRACTOR FOR THE AGENCY.

## 3. ALL COVERAGES

A. COVERAGE SHALL NOT BE CANCELED, SUSPENDED, OR VOIDED BY EITHER PARTY (THE CONTRACTOR OR THE INSURER) OR REDUCED IN COVERAGE OR IN LIMITS EXCEPT AFTER 30 DAYS WRITTEN NOTICE HAS BEEN GIVEN TO THE AGENCY. TEN-DAY WRITTEN NOTICE OF CANCELLATION IS ACCEPTABLE FOR NON-PAYMENT OF PREMIUM. NOTIFICATIONS SHALL COMPLY WITH THE STANDARD CANCELLATION PROVISIONS IN THE CONTRACTOR'S POLICY.

B. NEITHER THE ACCEPTANCE OF THE COMPLETED WORK NOR THE PAYMENT THEREOF SHALL RELEASE THE CONTRACTOR FROM THE OBLIGATIONS OF THE INSURANCE REQUIREMENTS OR INDEMNIFICATION AGREEMENT.

C. THE INSURANCE COMPANIES ISSUING THE POLICIES SHALL HAVE NO RECOURSE AGAINST THE AGENCY FOR PAYMENT OF PREMIUMS OR FOR ASSESSMENTS UNDER ANY FORM OF THE POLICIES.

D. ANY FAILURE OF THE CONTRACTOR TO COMPLY WITH REPORTING PROVISIONS OF THE POLICY SHALL NOT AFFECT COVERAGE PROVIDED TO THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS.

## **D. ACCEPTABILITY OF INSURERS**

ALL REQUIRED INSURANCE SHALL BE PROVIDED BY A COMPANY OR COMPANIES LAWFULLY AUTHORIZED TO DO BUSINESS IN THE JURISDICTION IN WHICH THE PROJECT IS LOCATED. INSURANCE SHALL BE PLACED WITH INSURERS WITH A A.M. BEST'S RATING OF A-:VI OR HIGHER. THIS RATING REQUIREMENT MAY BE WAIVED FOR WORKERS COMPENSATION COVERAGE ONLY OF THE POLICY SHALL NOT AFFECT COVERAGE PROVIDED TO THE AGENCY, ITS IF AT ANY TIME AN INSURER ISSUING ANY SUCH POLICY DOES NOT MEET THE MINIMUM A.M. BEST RATING, THE CONTRACTOR SHALL OBTAIN A POLICY WITH AN INSURER THAT MEETS THE A.M. BEST RATING AND SHALL SUBMIT ANOTHER CERTIFICATE OF INSURANCE AS REQUIRED IN THE CONTRACT.

#### **E. VERIFICATION OF COVERAGE**

CONTRACTOR SHALL FURNISH THE AGENCY WITH CERTIFICATES OF INSURANCE REFLECTING PROOF OF REQUIRED COVERAGE. THE CERTIFICATES FOR EACH OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS. THEREOF SHALL RELEASE THE CONTRACTOR FROM THE OBLIGATIONS OF THE INSURANCE POLICY ARE TO BE SIGNED BY A PERSON AUTHORIZED BY THAT INSURER TO BIND COVERAGE ON ITS BEHALF. THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY THE AGENCY BEFORE WORK COMMENCES AND UPON ANY CONTRACT RENEWAL THEREAFTER.

IN ADDITION TO THE CERTIFICATES, CONTRACTOR SHALL SUBMIT THE DECLARATIONS PAGE AND THE CANCELLATION PROVISION ENDORSEMENT FOR EACH INSURANCE POLICY. THE AGENCY RESERVES THE RIGHT TO REQUEST COMPLETE CERTIFIED COPIES OF ALL REQUIRED INSURANCE POLICIES AT ANY TIME. UPON FAILURE OF THE CONTRACTOR TO FURNISH, DELIVER AND MAINTAIN SUCH INSURANCE AS ABOVE PROVIDED, THIS CONTRACT, AT THE ELECTION OF THE AGENCY, MAY BE SUSPENDED, DISCONTINUED OR TERMINATED. FAILURE OF THE CONTRACTOR TO PURCHASE AND/OR MAINTAIN ANY REQUIRED INSURANCE SHALL NOT RELIEVE THE CONTRACTOR FROM ANY LIABILITY OR INDEMNIFICATION UNDER THE CONTRACT.

#### **F. SUBCONTRACTORS**

CONTRACT SHALL INCLUDE ALL SUBCONTRACTORS AS INSUREDS UNDER ITS POLICIES OR SHALL BE RESPONSIBLE FOR VERIFYING AND MAINTAINING THE CERTIFICATES PROVIDED BY EACH SUBCONTRACTOR. SUBCONTRACTORS SHALL BE SUBJECT TO ALL OF THE REQUIREMENTS STATED HEREIN. THE AGENCY RESERVES THE RIGHT TO REQUEST COPIES OF SUBCONTRACTOR'S CERTIFICATES AT ANY TIME.

#### **G. WORKERS COMPENSATION INDEMNITY**

IN THE EVENT CONTRACTOR IS NOT REQUIRED TO PROVIDE OR ELECTS NOT TO PROVIDE WORKERS COMPENSATION COVERAGE, THE PARTIES HEREBY AGREE THAT CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES WILL HAVE NO CAUSE OF ACTION AGAINST, AND WILL NOT ASSERT A CLAIM AGAINST, THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES AS AN EMPLOYER, WHETHER PURSUANT TO THE

LOUISIANA WORKERS COMPENSATION ACT OR OTHERWISE, UNDER ANY CIRCUMSTANCE. THE PARTIES ALSO HEREBY AGREE THAT THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES SHALL IN NO CIRCUMSTANCE BE, OR CONSIDERED AS, THE EMPLOYER OR STATUTORY EMPLOYER OF CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES. THE PARTIES FURTHER AGREE THAT CONTRACTOR IS A WHOLLY INDEPENDENT CONTRACTOR AND IS EXCLUSIVELY RESPONSIBLE FOR ITS EMPLOYEES, OWNERS, AND AGENTS. CONTRACTOR HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES HARMLESS FROM ANY SUCH ASSERTION OR CLAIM THAT MAY ARISE FROM THE PERFORMANCE OF THIS CONTRACT.

#### **H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

CONTRACTOR AGREES TO PROTECT, DEFEND, INDEMNIFY, SAVE, AND HOLD HARMLESS, THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS, AGENCIES, BOARDS AND COMMISSIONS, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, AND VOLUNTEERS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND LIABILITY ARISING OUT OF INJURY OR DEATH TO ANY PERSON OR THE DAMAGE, LOSS OR DESTRUCTION OF ANY PROPERTY WHICH MAY OCCUR, OR IN ANY WAY GROW OUT OF, ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, SERVANTS, AND EMPLOYEES, OR ANY AND ALL COSTS, EXPENSES AND/OR ATTORNEY FEES INCURRED BY CONTRACTOR AS A RESULT OF ANY CLAIMS, DEMANDS, SUITS OR CAUSES OF ACTION, EXCEPT THOSE CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION ARISING OUT OF THE NEGLIGENCE OF THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS, AGENCIES, BOARDS, COMMISSIONS, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES AND VOLUNTEERS.

CONTRACTOR AGREES TO INVESTIGATE, HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION AT ITS SOLE EXPENSE AND AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF THE CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION ARE GROUNDLESS, FALSE OR FRAUDULENT.

#### **I. THIRD PARTY BENEFICIARIES**

BOTH BIDDER/CONTRACTOR AND THE STATE UNDERSTAND AND AGREE THAT THE TERMS AND CONDITIONS OF THIS CONTRACT ARE NOT INTENDED TO NOR DO THEY CONFER ANY RIGHTS, BENEFITS, OR REMEDIES UPON ANY PERSON OR ENTITY OTHER THAN THE PARTIES HERETO.

**SUFFICIENT INFORMATION:**

SUFFICIENT INFORMATION SHOULD BE ENCLOSED WITH THE BID IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS.

\*\*\* FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.

\*\*\*\*\*

ANY QUESTIONS, PLEASE CONTACT BUYER AT THE OFFICE OF STATE PROCUREMENT IMMEDIATELY.

STATE PROCUREMENT OFFICER: VICKY HEBERT, PHONE: 225-342-4824,

EMAIL: [VICKY.HEBERT@LA.GOV](mailto:VICKY.HEBERT@LA.GOV)

**Coastal Protection and Restoration Authority (CPRA)**

**SCOPE OF SERVICES  
OPERATIONS AND MAINTENANCE OF WATER CONTROL  
STRUCTURES & MONITORING EQUIPMENT  
FOR  
HIGHWAY 384 HYDROLOGIC RESTORATION (CS-21)**

**1. INTRODUCTION**

The Hwy. 384 Hydrologic Restoration project (State Project No. CS-21) is located in the Calcasieu-Sabine Basin on the northeast side of Calcasieu Lake in Cameron Parish. The 1,125 acre project area extends from the northeast shore of Calcasieu Lake in a southeasterly direction to the Gulf Intracoastal Waterway and generally parallels LA Hwy. 384 in the vicinity of the Grand Lake community. The project consists of two structures in need of intermittent operational manipulations and maintenance of two monitoring stations. (See Attached Site Map).

The objective of this scope is to carry out the operations and maintenance measures necessary for the project.

A non-mandatory pre-bid conference is required as provided in the Invitation to Bid. The conference will be held at the CPRA Lafayette Regional Office, 635 Cajundome Blvd., Lafayette, LA 70506.

**2. CONTRACT TERM**

The term of this contract will be for one (1) year, with option to renew at the same price, terms and conditions for two (2) additional 12 month periods not to exceed a total of thirty-six (36) months. The effective date of this contract shall be August 1, 2015.

**3. FEATURES REQUIRING OPERATIONS**

**A.** Structure #1 (Site 1) – Water control structure having three (3) 24-inch aluminum culverts with flapgates on the project interior side and canal side (sluice gates) on the project exterior (Intracoastal Waterway side). Flapgates are operated with stationary levers and canal gates are operated with removable 9-inch wheel gears.

- B. Structure #2 (Site 12) – Variable crest, aluminum weir drop inlet water control structure consisting of two (2) 48-inch culverts with flapgates on the project exterior (Calcasieu Lake side) and four (4) 5-foot wide stoplog bays on the project interior side. Each weir inlet has thirteen (13) creosote member stoplogs at 55-inches long by 3 inches wide by 6 inches deep. There are a total of 52 stoplogs. The flapgates are operated by mobile levers and the stoplogs are handled individually.

#### **4. OPERATIONS**

- A. During operation of the structures, care will be taken in order to minimize maintenance due to neglect, vandalism, improper operation, etc. The “Contractor” will provide timely oral reports to CPRA on any potential problems of vandalism, storm damage, drift, debris or other conditions that might hinder the operation of the structures.
- B. Structure operations by the “Contractor” will be performed per the Water Management Plan/Operational Schedule for this project. (Attached)
- C. All operations will be in compliance with applicable Federal, State and local permits.
- D. All operations by the “Contractor” will be authorized by letter, email or fax through designated CPRA personnel (Project Manager); or at the discretion of the Project Manager, authorization may be provided verbally and followed up immediately in writing.
- E. Upon completion of authorized operations, notification by letter, email or fax to the designated CPRA personnel by the “Contractor” will be required. This notice will state time, date and actual operation performed by the “Contractor” at the structure.
- F. Once authorized by CPRA personnel, normal structure operations will have to be completed within 72 hours after notification. The “Contractor” shall notify CPRA if the structure operation cannot be completed within the specified timeframe. In the case of emergency operations (e.g., abnormal rainfall events, flooding, hurricanes, etc.) structure operation, once authorized by designated CPRA personnel, will have to be completed within 24 hours.

#### **5. ITEMS OF WORK**

##### **A. Mobilization**

Contractor will provide mobilization to and from structure sites. The structures are located behind locked gates. After award, gate access will be provided.

##### **B. Structure Operations**

Total numbers of structure operations per year are dependent on the salinity and water level values in the vicinity of the structures. Each structure operation will be determined

by CPRA as outlined in the attached Water Management Plan/Operational Schedule. Based on historical data, it is estimated there will be between three (3) to nine (9) operations per year.

### **C. Stoplog Storage**

The Contractor will be responsible for stoplogs when they are being transported to and from structure sites and while stored by the Contractor.

### **D. Checking and Recording Salinity and Water Levels**

Salinity and water levels in the vicinity of the structure sites will be checked and recorded once per month.

## **6. FEATURES REQUIRING MAINTENANCE**

Maintenance is required on two (2) monitoring sites (15r and 29r). The continuous monitoring stations with telemetry, includes the following equipment at each site:

1. InSitu Aqua Troll 200 Sonde that measures conductivity, salinity, depth, and temperature.
2. RomComm/Troll Link telemetry which transmits the sonde data to the internet
3. Solar panel for recharging the telemetry Battery.

A station location map and site coordinates will be handed out at the pre-bid conference.

## **7. MAINTENANCE PROCEDURES**

All sites must be serviced once per month using the procedure listed below. A “continuous recorder calibration sheet” provided by CPRA must be completed for each station and returned to the CPRA Lafayette Regional office with the downloaded data. Any repairs to the station’s electronics or mounting hardware must also be performed during the service visit. Any parts/material needed to repair equipment or mounting hardware will be added to the cost of the service visit. Submit detailed cost information to justify payment for approval by CPRA.

Note: All repairs and costs must have prior approval from CPRA.

CPRA expects high quality data to be collected and delivered with as few gaps as possible. Address problems with monitoring equipment promptly. Be prepared to service or replace equipment on each field trip and address larger problems on the next scheduled trip. Data completeness, the ratio of the amount of valid data obtained to the amount expected, is

85%. Consideration will be given for landrights restrictions and factors outside the control of the Contractor.

**A. Equipment required to perform maintenance includes:  
(To be provided by Contractor)**

1. Laptop computer (with compatible In-Situ software) or InSitu Rugged Reader (plus connect cable) for communication with the In-Situ Aqua Troll 200 sonde.
2. Handheld salinity/conductivity/temperature meter.
3. Conductivity calibration standard.
4. Telescopic survey rod graduated in Feet/10ths/100ths.

**B. Routine Maintenance Procedure:**

1. Disconnect sonde cable from telemetry box connector.
2. Connect sonde to laptop/rugged reader and record data onto calibration sheet under the “Dirty Readings” section/ “Constant Recorder” row.
3. Place handheld meter to the water next to the sonde and read its data on the calibration sheet under “Dirty Readings” section/ “Calibration Instrument” row.
4. Remove sonde from mounting pipe and record the depth reading in the “Dirty Readings” section/ “Depth out of Water” box.
5. Physically clean the sonde with a brush and clean water. Also remove sensor guard and clean each sensor. Then clean inside of sensor guard. Reinstall sensor guard.
6. Using the laptop/rugged reader stop the existing data logging file, and then download this file onto the laptop/rugged reader.
7. While the sonde is still out of the water; record the sonde depth reading under the “Clean Readings” section/ “Depth out of Water” box on the calibration sheet. **Note:** If this reading is not equal to Zero then calibrate depth to zero.
8. Reinstall sonde into mounting pipe and record data onto the calibration sheet under the “Clean Readings” section/ “Constant Recorder” row.
9. Place handheld meter in the water next to the sonde and record its data on the calibration sheet under “Clean Readings” section/“Calibration Instrument” row.
10. Calculate the SpCond difference in the “Clean Readings” section by subtracting the SpCond of the constant recorder from the SpCond of the calibration instrument and record this as a percentage in the “% Difference” box.  
**Note:** if this percent (%) difference is greater than 5% then a calibration on the sonde must be performed (see calibration procedure below).
11. Create a new data logging file and start the data logging process.
12. Disconnect sonde from Laptop/rugged reader and reconnect field cable to SDI-12 converter inside cable connection box.
13. Connect cable to telemetry box and lock.

14. Read the staff gauge that is mounted at each station and record under “Staff Gauge” section/ “Staff Gauge (NAVD).”
15. Physically clean the solar panel with a soft brush and water.

### **C. Calibration Procedure:**

#### **Conductivity**

1. Connect laptop/rugged reader to sonde.
2. Remove sonde sensor guard.
3. Install sonde calibration cup.
4. Pour conductivity calibration solution into calibration cup.
5. Wait for conductivity readings to stabilize then select calibrate on laptop/rugged reader.
6. Record data under the “Calibration Required” section/ “Constant Recorder” row on the data sheet.

#### **Depth**

1. Connect laptop/rugged reader to sonde.
2. Hold sonde upright out of the water.
3. Wait for the depth readings to stabilize then calibrate depth to zero.
4. Record data under the “Calibration Required” section/ “Constant Recorder” row on the data sheet.

Following field maintenance of instrumentation, all downloaded data and Continuous Reader Calibration Sheets must be provided to CPRA Lafayette Regional Office and NRCS Lafayette Field Office.

## **8. DATA Quality Assessment /Quality Control (QA/QC) PROCEDURE**

Hydrologic data collected by the Contractor are to be housed in CPRA’s online Oracle-based SONRIS (Strategic Online Natural Resources Information System) database. Real-time data will be transferred directly into SONRIS. Once the contract is awarded, the Contractor should contact CPRA for technical details regarding establishing data transmission to SONRIS. The Contractor is responsible for performing quality assessment and quality control (QA/QC) procedures on downloaded data each month after servicing and if any changes to the data are required, the Contractor is to upload corrected data into the SONRIS system. Data can be transferred to the SONRIS system from any computer connected to the internet via a remote load procedure through the use of a File Transfer

Protocol (FTP) site. The FTP load procedure will be provided to the Contractor after the contract is awarded.

CPRA will provide an Excel spreadsheet used for performing QA/QC on downloaded data. The Excel spreadsheet assists in shifting data, summary statistics, creating preliminary graphics, and formatting data for inclusion in the SONRIS database.

In the office after sondes have been serviced and data has been collected, the Contractor should follow the steps below to ensure the data has been processed properly:

1. Examine the calibration sheet for completeness and accuracy.
  - a. Are calculations correct?
  - b. Is the staff gauge minus water level measurement within 0.05 feet, if available?
2. Check that the data from the calibration sheet was correctly transferred to the "Data" worksheet of the Excel file.
3. Check that the starting/ending dates and times of the data within the Excel file correspond with the dates and times on the calibration sheets.
4. Ensure that all data were shifted correctly.
  - a. If the percent difference was greater than 5% between the dirty continuous recorder readings and the calibration instrument for the salinity or water level data, then a shift should have been applied to the shifted data columns.
5. Ensure that all depth data were correctly converted to NAVD88, ft.
6. Ensure there is no suspect data in the file.
  - a. Outliers in the salinity or water level graphs should be removed. Always delete data from the adjusted (shifted) columns; never delete raw data.
  - b. If there are any raw water level readings of 0.03 ft. or less, remove all corresponding adjusted (shifted) data.
7. Ensure there are no missing dates/times
  - a. Insert a spacer for any missed readings including the date, time and organization name. All other columns should remain blank.

Check that the transition between the previous and current month's data is smooth and that no sample point is missing between the two sample periods due to instrument servicing.

## **9. DELIVERABLES**

The Contractor will submit reports providing the information below. These reports are to be submitted on a monthly or quarterly basis as shown below.

1. Number of the type of structure operations performed during the reporting period. (Quarterly)
2. Values of the salinity and water level readings taken during the reporting period. (Quarterly)

3. Each month after sonde servicing, digitally deliver a pdf of the scanned field calibration sheet with any field notes and the Excel spreadsheet provided for data shifts and formatting. (Monthly)

One (1) original report will be sent to Jody Roger-White, P.E., Project Manager, CPRA , P.O. Box 62027, Lafayette, LA 70596-2027

One (1) original report will be sent to Mike Miller, Monitoring Manager, CPRA, P.O. Box 62027, Lafayette, LA 70596-2027

One (1) original report will be sent to Loland Broussard, Project Manager, NRCS, 646 Cajundome Blvd., Lafayette, LA 70506

**10. PAY REQUESTS**

Send Invoice To:  
CPRA  
Attn: Jody Roger White, P.E.  
P.O. Box 62027  
Lafayette, LA 70596-2027  
Jody.White@la.gov

**COST**

Monthly Operation and Maintenance \$ \_\_\_\_\_ Per Month

## HIGHWAY 384 HYDROLOGIC RESTORATION CS-21

### "WATER MANAGEMENT PLAN"

Revised 05-03-06

**ES #1 Structure** - Three (3) 24 inch Aluminum culverts with Interior 24 inch Flapgates and Exterior 24 inch Sluice Gate

	Culvert # 1		Culvert #2		Culvert #3	
Salinity	Sluice	Flap	Sluice	Flap	Sluice	Flap
≥ 7 ppt	down	down	down	down	down	down
< 7 ppt	open	down	open	down	open	down

Average Marsh Level CTU 2 = 1.253 ft NAVD88

Notes: When exterior salinities at ES #1 structure meet or exceed 7 ppt, the structure will be set according to the above chart. When exterior salinities fall below 7 ppt, the structure will be reset according to the above chart.

**ES #12 Structure** Two (2) 48 inch Aluminum Culverts, each with an Interior 10 foot Variable-Crested Weir Inlet with a 4 inch vertical slot and an Exterior 48 inch Flapgate.

	Culvert #1			Culvert #2		
Salinity	Flap	Stoplog	Slot	Flap	Stoplog	Slot
< 7 ppt	open	.88 ft	open	open	None	open
7-10 ppt	down	.88 ft	open	open	None	open
>10 ppt	down	.88 ft	open	down	.38 ft	open

Average Marsh Level CTU 1 = 1.38 ft NAVD88

Notes:

- "None" refers to removal of all stop logs.
- Salinity shall be monitored on the northern side of the shell road at ES #12 Structure.

**Highway 384 HR (CS-21) Site Map**

