

INVITATION TO BID STATE OF LOUISIANA DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING		BIDS WILL BE PUBLICLY OPENED: AUG 24, 2010 10:00 AM PURCHASING AGENCY NO. : 107001																																							
=====> VENDOR NO. : 2241442 SOLICITATION : R27836ED FILE NO. : R27836ED OPENING DATE : 08/24/10 =====> VENDOR NAME AND ADDRESS FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID.		SEE NO. 8 BELOW. RETURN BID TO 10:00 AM R27836ED 2241442 08/24/10 OFFICE OF STATE PURCHASING OFFICE OF STATE PURCHASING POST OFFICE BOX 94095 BATON ROUGE, LA 70804-9095																																							
		<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">BUYER</td> <td style="width: 40%;">: NADINE MOLLIERE</td> <td></td> </tr> <tr> <td>BUYER PHONE</td> <td>: (225) 342-8038</td> <td></td> </tr> <tr> <td>DATE ISSUED</td> <td>: 08/02/10</td> <td></td> </tr> <tr> <td>REQ. AGENCY</td> <td>: 514350</td> <td>FOLD HERE--></td> </tr> <tr> <td colspan="3" style="text-align: center; font-weight: bold;">WILDLIFE & FISHERIES</td> </tr> <tr> <td>AGENCY REQ. NO.</td> <td>: 514M014</td> <td></td> </tr> <tr> <td>ISIS REQ. NO.</td> <td>: 1331775</td> <td></td> </tr> <tr> <td>VENDOR PHONE</td> <td>:</td> <td></td> </tr> <tr> <td>FISCAL YEAR</td> <td>: 11</td> <td></td> </tr> <tr> <td>CLASS/SUBCLASS</td> <td>: 20488</td> <td></td> </tr> <tr> <td>SCHEDULED BEGIN DATE</td> <td>: 00/00/00</td> <td></td> </tr> <tr> <td>SCHEDULED END DATE</td> <td>: 00/00/00</td> <td></td> </tr> <tr> <td>T-NUMBER</td> <td>:</td> <td></td> </tr> </table>	BUYER	: NADINE MOLLIERE		BUYER PHONE	: (225) 342-8038		DATE ISSUED	: 08/02/10		REQ. AGENCY	: 514350	FOLD HERE-->	WILDLIFE & FISHERIES			AGENCY REQ. NO.	: 514M014		ISIS REQ. NO.	: 1331775		VENDOR PHONE	:		FISCAL YEAR	: 11		CLASS/SUBCLASS	: 20488		SCHEDULED BEGIN DATE	: 00/00/00		SCHEDULED END DATE	: 00/00/00		T-NUMBER	:	
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SCANNERS

TO BE COMPLETED BY VENDOR

1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE.
2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.
4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED.
5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).

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: _____ N/A _____
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID.
7. DESIRED DELIVERY: _____ 080 DAYS ARO _____
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. 39:1551-1738; 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 MADE WITH INK OR TYPEWRITTEN.

FOLD HERE-->

VENDOR PHONE NUMBER: FAX NUMBER:	TITLE	DATE
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)		NAME OF BIDDER (TYPED OR PRINTED)

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE. 12. CONFERENCE: NA NA NA 13. BID FORMS. ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED: A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND; B. BID FILLED OUT IN PENCIL; AND C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS. BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID. 14. STANDARDS OF QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION. 15. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED. 16. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED. 17. AWARDS. THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY FORMALITIES. 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.			

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21. NEW PRODUCTS.
UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.
UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

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

24. DEFAULT OF CONTRACTOR.
FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

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

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

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.
BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION.
ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.
CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.
IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

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1 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.

2 PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

DO YOU CLAIM THIS PREFERENCE? YES_____

SPECIFY LINE NUMBER(S) : _____

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

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

DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES_____ NO_____

IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?

YES_____ NO_____

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

3 CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$25,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT WWW.EPLS.GOV

4 LITERATURE AND/OR SPECIFICATIONS MUST BE SUBMITTED UPON REQUEST; IF REQUESTED, LITERATURE AND/OR SPECIFICATIONS MUST BE SUBMITTED WITHIN SEVEN (7) DAYS.

5 COMPENSATION INSURANCE, PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE, AS OUTLINED BELOW, ARE REQUIRED IN THIS BID.

CONTRACTOR'S LIABILITY INSURANCE:

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

INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
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FOLLOWING MINIMUM LIMITS:

COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUTE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.

LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.

PRICE SHEET		INVITATION TO BID			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	_____ _____ UNLESS SPECIFIED ELSEWHERE SHIP TO: WILDLIFE & FISHERIES WILDLIFE AND FISHERIES UNO TECHNOLOGY BLDG. 2021 LAKESHORE DR STE 400 NEW ORLEANS , LA 70122				
00001	COMMODITY CODE: 204-88-000000 SCANNER - SCAMAX 422 CD OR APPROVED EQUAL. SCAN SPEED A4 LANDSCAPE IPM 300; RESOLUTION 150-400 DPI COLOR; PERFORMANCE: DUPLEX A4 LANDSCAPE; MAXIMUM STACK HEIGHT, 50 MM (APPROX. 500 SHEETS) STANDARD FORMAT (LEDGER, LEGAL, LETTER, EXECUTIVE & INVOICE.) TO INCLUDE INSTALLATION, TRAINING, SHIPPING AND MAINTENANCE. SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH		
00002	COMMODITY CODE: 204-88-000000 TABLE TOP BOOK SCANNER MODEL ZEUTSCHEL OMNISCAN 12000C OR APPROVED EQUAL. SCAN AREA DIN. A2 635X460; (MM) BOOK CRADLE, MAXIMUM THICKNESS 100 MM; GLASS PLATE; 36 BIT COLOR, 12 BIT GRAYSCALE. SCAN SPEED 1 SEC./300 PPI IN GRAYSCALE, 4 SEC./300 PPI IN COLOR. SCANNER INTERFACE: FIREWIRE; DATA DISPLAY: ALL STANDARD FORMATS 115 V, 50/60 HZ. TO INCLUDE INSTALLATION, TRAINING, SHIPPING AND MAINTENANCE. SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH		

PRICE SHEET		INVITATION TO BID			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TDAL
00003	COMMODITY CODE: 204-88-000000 LARGE BOOK SCANNER MODEL ZEUTSCHEL OMNISCAN 12000A1 OR APPROVED EQUAL. SCAN AREA D-SIZE 846 X 600; (MM) BOOK CRADLE, MAXIMUM THICKNESS 170 MM; GLASS PLATE; 36 BIT COLOR, 12 BIT GRAYSCALE. SCAN SPEED 5 SEC./300 PPI (A1 COLOR). MAXIMUM RESOLUTION: 100-600 PPI. SCANNER INTERFACE: FIREWIRE 3D SCAN TECHNOLOGY FOR BOOK CURVE CORRECTION. DATA DISPLAY: ALL STANDARD FORMATS 115V, 50/60 HZ. TO INCLUDE INSTALLATION, TRAINING, SHIPPING AND MAINTENANCE. SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH		

**STATE OF LOUISIANA
INVITATION TO BID (ITB)**

**PURCHASE
OF
DATA PROCESSING
HARDWARE**

Issuing Agency:

The Department of Wildlife and Fisheries

ITB Coordinator:

Clarence Meyers

File Number: Q27836ED

Solicitation Number: 2241442

Bid Opening Date: 08/24/2010

Bid Opening Time: 10:00 A.M. (CT)

**Office of State Purchasing
1201 N. Third Street
Suite 2-160
Baton Rouge, La. 70802**

Part I. Scope, Evaluation, Selection, and Award

1.1 Scope

This ITB solicits bids for the purchase of the scanners described in Attachment I.

1.2 Evaluation and Selection

All responses received as a result of this ITB shall be subject to evaluation by a duly authorized committee for the purpose of selecting the bidder with whom a contract may be negotiated.

1.3 Basis of Evaluation and Selection

The basis of evaluation and selection shall be as follows:

- 1.3.1 The bid shall be evaluated to insure that all mandatory administrative requirements have been met. Failure to meet all of these requirements shall result in rejection of the entire bid without further consideration.
- 1.3.2 The bid shall be evaluated to insure that all mandatory technical requirements have been met. Failure to meet all of these requirements shall result in rejection of the entire bid without further consideration.
- 1.3.3 The next consideration shall be the total projected cost, including charges for installation and shipping.
- 1.3.4 The State reserves the right to require additional information from bidders, and to conduct necessary investigations to determine responsibility of bidders or to determine accuracy of bid information.
- 1.3.5 Bidders meeting mandatory requirements may be required to make oral presentations and/or equipment demonstrations. Failure to comply shall result in rejection of the bid and forfeiture of bid guarantee.

1.4 Preaward Negotiations

Upon determination of which bidder is the apparent lowest responsive, responsible bidder, the State reserves the right to negotiate final contract terms with that bidder. If for any reason the apparent lowest responsive, responsible bidder does not agree to a contract, its bid shall be rejected and the State may then negotiate with the next lowest responsive, responsible bidder. An award shall be made only after the Office of State Purchasing, Division of Administration, has approved the final contract form, and the proper purchasing authority has issued a purchase

order.

CAUTION: ANY BIDDER WHO SHIPS OR OTHERWISE EXPENDS TIME OR MONEY PRIOR TO AWARD AS DEFINED ABOVE, DOES SO AT THE BIDDER'S OWN RISK.

1.5 Award

- 1.5.1** It is the intent of the State of Louisiana to award this contract on an all-or-none or grouped basis as deemed in the best interest of the state. Otherwise, items will be awarded separately. The state further reserves the right to reject individual items from any all-or-none or grouped award, to reject any or all bids and to waive informalities.
- 1.5.2** The State is not liable for any cost incurred by the bidders prior to execution of a contract, and the issuance of a purchase order.

Part II. Mandatory Administrative Section

BIDS NOT CONFORMING TO THE FOLLOWING REQUIREMENTS SHALL BE REJECTED WITHOUT FURTHER CONSIDERATION OR EVALUATION.

2.1 Sealed Bid

Each bidder shall submit one signed, original copy of its bid. Either the entire bid or the cost section shall be sealed.

2.2 Bid Guarantee

N/A

2.3 Performance Bond

N/A

2.4 Notice To Bidders

Each bidder is solely responsible for the accuracy and completeness of its bid.

2.5 Calendar of Events

Deadline to receive written inquiries: August 9th, 2010

Deadline to answer written inquiries: August 13th, 2010

Bid Opening Date: August 24th, 2010

NOTE: The State of Louisiana reserves the right to revise this calendar. Any such revision will be formalized by the issuance of an addendum to this ITB.

2.6 Bidder Inquiries

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires responsible and interested bidders to conduct their in-depth bid review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries **MUST** be submitted in writing by an authorized representative of the proposer, clearly cross-

referenced to the relevant bid section. All inquiries must be received by the close of business on the Inquiry Deadline date set forth in Section 2.5 Calendar of Events of this bid. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this bid may be delivered by mail, express courier, e-mail, hand, or fax to:

Office of State Purchasing
Attention: Nadine Molliere
P. O. Box 94095
Baton Rouge, LA 70804-9095
E-Mail: Nadine.molliere@la.gov

1201 North Third St.
Claiborne Bldg., Suite 2-160
Baton Rouge, LA 70802
phone: (225)342-8038/ Fax: (225)342-8688

An addendum will be issued and posted at the Office of State Purchasing LaPAC* website, to address all inquiries received and any other changes or clarifications to the bid. Thereafter, all bid documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any state employee or state consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Purchasing is not responsible for a bidder's failure to download any addenda documents required to complete the bid.

*Note: LaPAC is the state's online electronic bid posting and notification system resident on State Purchasing's website [www.doa.louisiana.gov/osp] and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

2.7 Changes, Addenda, Withdrawals

If the bidder needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the bidder, cross-referenced clearly to the relevant bid section, and should be submitted in a sealed envelope, prior to the bid opening. Such shall meet all requirements for the bid. If the bidder chooses to withdraw his bid response, the withdrawal notice shall be in writing and received prior to bid opening.

2.8 Alternate Bids

Alternate bids shall be submitted separately, as individual bids. Each alternate shall contain its own bid bond (if bonds are required).

2.9 Bid Response Format

The bid shall be in two parts. Part I shall contain cost data. Part II of the Bid Response shall contain documentation evidencing the bidder's compliance with the ITB requirements.

1. Purchase price for each model and feature of equipment as specified in Attachment I; or if applicable, the monthly rental cost of each model and feature.

An amortization schedule shall be submitted for an installment purchase and/or financed lease.

The State reserves the right to select either to purchase or finance this acquisition.

2. If the equipment solicited in this ITB is to be purchased or installment purchased, vendor shall provide a one year warranty and the price for the warranty shall be either included in the bid price or listed separately. In lieu of the warranty, vendor may provide maintenance for one year. (See Section 2.13)
3. Charges for equipment installation shall be either included in vendor's bid price or listed separately from the equipment.
4. Charges for transportation, including packaging to manufacturer's specification, training, and other costs associated with this project shall be either included in vendor's bid price or listed separately from the equipment cost.
5. A summary showing total costs for the contract period shall be included.

NOTE: All costs shall be firm for the term.

Part II of the Bid Response may be formatted at the discretion of the bidder; however, the bidder shall document his ability to meet the requirements as set forth herein. Said documentation should be in detail. Any such documentation should be cross-referenced to the specific section numbers of this Invitation to Bid (ITB).

2.10 Signature

Each bidder shall submit one (1) signed original response. The person signing the bid must be:

- A current corporate officer, partnership member, or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the secretary of state; or
- An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
- Other documents indicating authority which are acceptable to the public entity.

2.11 Delivery of Bids/Bid Opening

Bidders are hereby advised that the U.S. Postal Service does not make deliveries to our physical location.

Bids may be mailed through the U.S. Postal Service to our box at:

Office of State Purchasing
P.O. Box 94095
Baton Rouge, LA 70804-9095

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

Office of State Purchasing
1201 N. Third Street
Suite 2-160
Baton Rouge, LA 70802

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Office of State Purchasing is not responsible for any delays caused by the bidder's chosen means of bid delivery.

Bidders should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.

Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date & time shall result in rejection of the bid.

Bids shall be opened publicly and the prices read aloud at 1201 N. Third Street, Suite 2-160, Baton Rouge, LA. 70802, on Tuesday, August 24th, 2010.

ALL BIDS BECOME A MATTER OF PUBLIC RECORDS AT THAT TIME. BY SUBMITTING A BID, BIDDER SPECIFICALLY ASSUMES ANY AND ALL RISKS AND LIABILITY ASSOCIATED WITH INFORMATION MARKED CONFIDENTIAL IN THE BID AND THE RELEASE OF THE INFORMATION.

2.12 Prime Contractor Responsibilities

The selected bidder shall be required to assume responsibility for all items offered in his bid whether or not he produces them. Further, the State shall consider the selected bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The State reserves the right to contract separately for maintenance

with the equipment manufacturer.

2.13 Equipment Warranty

If the equipment solicited under this ITB is to be purchased, the following paragraph applies to that procurement.

The State requires a one-year warranty on the equipment purchased through this ITB. The warranty shall include all parts and labor and shall be available 8:00 AM to 5:00 PM Central Time Monday through Friday excluding state holidays, with a maximum of (24) hour response time, inclusive of travel time for remedial maintenance.

2.14 Acceptance of Bid Content

The mandatory ITB requirements shall become contractual obligations if a contract ensues. Failure of the successful bidder to accept these obligations shall result in the rejection of the bid. Non-mandatory ITB requirements may be negotiated with the successful bidder.

Part III. Non-Mandatory Administrative Requirements

BIDS NOT CONFORMING TO THE FOLLOWING REQUIREMENTS MAY BE CAUSE FOR REJECTION OF A BID WITHOUT FURTHER CONSIDERATION OR EVALUATION IF IT IS DETERMINED THAT THE VARIATION IS NOT IN THE BEST INTEREST OF THE STATE.

3.1 Presentation

Clarity of presentation is desired. Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to meet the requirements of this ITB. Elaborate bindings, colored displays and promotional material are not desired. Emphasis should be on completeness and clarity of content. It is not necessary for the bidder to return the entire ITB package.

3.2 Inclusion of Bidder Forms, Contracts, Extraneous Terms, etc.

If the bidder has previously negotiated, and the State has accepted a contract which would be suitable for this acquisition, it should be included for information purposes.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents), whether or not deemed "material", which are attached or referenced with submissions, will not be considered part of the bid or resulting Contract, but rather will be deemed to have been included for informational or promotional purposes only. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s) or a waiver of the State's rights set forth above.

Preprinted contract forms will not be considered in the evaluation, award, or in contract negotiations in accordance with La. R.S. 39:200 F.

3.3 Number of Copies of Bid

Three (3) additional copies of the bid are desired.

3.4 Bid Validity

All bids shall be considered valid for acceptance until final contract award, unless the bidder provides for a different time period within its bid response. However, the State reserves the right to reject a bid if the bidder's response is unacceptable and the bidder is unwilling to extend the validity of its bid.

Part IV. Mandatory Technical Specifications

Bidders are cautioned that all stated requirements are mandatory. This specification establishes the hardware, features, maintenance support and other technical requirements for the data processing equipment listed in Attachments to this ITB.

4.1 Equipment Requirements

The mandatory equipment requirements are described on Attachment I.

4.2 Equivalents Acceptable

Where proprietary specifications are used, the proprietary characteristics are used only to denote the quality standard of the equipment required and do not restrict vendors to the specific brand, make or manufacturer. They are used to set forth and convey to prospective bidders the general style, type, character, and quality of equipment desired. Equivalent plug-compatible equipment shall be acceptable.

4.3 Equipment Acceptability

Only those models which shall be available for purchase or lease on the date the bid is submitted shall be considered acceptable.

Part V. Product Support

5.1 Level of Maintenance

Prior to award, the bidder shall certify that the proposed equipment shall be eligible for manufacturer maintenance and shall be liable for all expenses required to obtain said eligibility.

At the option of the agency and acceptance by the contractor, this contract may be extended for two (2) additional twelve (12) month periods not to exceed a total of 36 months.

5.2 Availability

Manufacturer maintenance for the proposed equipment shall be available from 8:00 AM to 4:30 PM, central time, Monday through Friday, exclusive of state holidays, with a maximum response time of twenty-four (24) hours, inclusive of travel time is required for remedial maintenance.

5.3 Training Requirements

Contractors should list all training to be conducted at no cost to the State. Any additional training considered necessary by the contractor to insure efficient operation by State personnel shall be itemized in the cost section of this ITB.

5.4 List of Users

Bidder shall supply, upon request, a list of a minimum of four (4) users of equivalent equipment.

5.5 Delivery

Equipment shall be delivered such that installation can take place **on or before 30 day after awarding of bid**, and shall meet the requirements stated in Attachment I. Equipment delivery shall be arranged to provide inside delivery of equipment to:

State of Louisiana
Wildlife & Fisheries
Oyster Leasing Section
2021 Lakeshore Drive Suite 400
New Orleans, LA 70122-3528
Attn: Clarence Meyers (504) 284-5272

Part VI. Equipment Standard of Performance

All equipment may be subject to the standard of performance stated below. Final terms and conditions of this standard may be negotiated with the successful bidder. The State proposes the following:

- 6.1 Equipment shall not be accepted and payment shall not be made until the standard of performance is met. The date of acceptance should be the first day of the successful performance period.
- 6.2 The performance period shall begin on the installation date and shall end when the equipment has met the standard of performance for a period of thirty (30) consecutive days by operating in conformance with the contractor's bid at an effectiveness level of 98 % or more.
- 6.3 In the event the equipment does not meet the standard of performance during the initial thirty (30) consecutive days, the standard of performance test should continue on a day-to-day basis until the standard of performance is met for a total of thirty (30) consecutive days.
- 6.4 If the equipment fails to meet the standard of performance after ninety (90) calendar days from the installation date, the State may at its option request a replacement, or terminate the order, and collect on the Performance Bond, if applicable. The effectiveness level for a system is computed by dividing the operational use time by the sum of that time plus system failure down time. Operational use time for performance testing for a system is defined as the accumulated time during which the critical components are not down when scheduled for operation. The system failure down time is that period of time when the system is inoperable due to equipment failure and productive work being utilized for acceptance testing cannot be conducted.
- 6.5 Down time for each incident shall start from the time the State contacts the contractor's designated representative until the equipment is returned to the State in proper operating condition.
- 6.6 The State shall maintain daily records to satisfy the requirements of standard of performance and acceptance of equipment.

Part VII. SPECIAL CONDITIONS AND CONTRACT CLAUSES

The following terms and conditions shall be required in all contracts, however, the exact wording of these clauses, with the exception of those clauses denoted with an asterisk (*), may be negotiated with the successful bidder. If applicable, the bidder may submit or refer to a Master Agreement entered into by the State in accordance with R.S. 39:198(e).

****7.1 Fiscal Funding***

In accordance with La. R.S. 39:1615 C. and E., any contract entered into by the State as a result of this ITB shall include the following Fiscal Funding Clause:

The continuation of the contract is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

All bidders should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

****7.2 Indemnification and Limitation of Liability***

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, ***without limitation***, from and against any and all damages, expenses (including reasonable attorneys' fees), claims

judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material or Service; (ii) State's use of the Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

7.3 General Contract Terms

The following general terms shall be among those included in any ensuing contract:

***7.3.1 Applicable Law**

All contracts entered into as a result of this bid, shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

***7.3.2 Contract Controversies**

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

***7.3.3 Security**

Contractor's personnel will comply with all security regulations in effect at the State's premises, and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

***7.3.4 Confidentiality**

The following provision will apply unless the State Agency specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out the contract, or which becomes available to the Contractor in carrying out the contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

***7.3.5 Termination of the Contract for Convenience**

The State may terminate the Contract at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

***7.3.6 Termination of the Contract for Cause**

The State may terminate the Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract, or failure to fulfill its performance obligations pursuant to this ITB, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the Contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

7.3.7 Assignment

No contractor shall assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State of Louisiana, Commissioner of Administration. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

7.3.8 No other documents other than the ITB, bidder's bid and final contract shall be binding unless such document has been reviewed by the Procurement Support Team and approved by the Chief Procurement Officer.

7.3.9 No company letterhead or logo shall be allowed on a contract document.

7.3.10 Late Payments

Interest due by a State agency for late payments shall be in accordance with R.S. 39:1695 and 13:4202.

7.3.11 Right to Audit

The Louisiana State Legislative Auditor, federal auditors and internal auditors of the Division of Administration ("DOA") or others so designated by the DOA shall have the

option to audit all accounts directly pertaining to the contract for a period of five (5) years after contract acceptance, or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

7.3.12 Code of Ethics

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

7.3.13 Waiver

Waiver of any breach of any term or condition of the Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of the Contract shall be held to be waived, modified or deleted except by the written consent of both parties

7.3.14 Taxes

Any taxes, other than State and local sales and use taxes from which the State is exempt, shall be assumed to be included within the total cost.

7.3.15 Warranties

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description contained in this Agreement.

No Surreptitious Code Warranty. Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Extent of Warranty:

THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.3.16 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.

7.3.17 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.

7.3.18 Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

7.3.19 Energy Policy and Conservation

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).

7.3.20 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.

7.3.21 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

ATTACHMENT I

Following are the minimum specifications for scanners to be purchased through this ITB.

OS 12000 A1 large book and D size map scanner or approved equal

Description: overhead tabletop scanner for books, newspapers, and large-format documents (certificates, drawings, maps)

Scan area: 846 x 600 mm (> DIN A1, D-size)

Book cradle: maximum book thickness 170 mm, book cradle with glass plate

Scan mode: 36 bit color / output 24 bit color, 12 bit gray / output 8 bit gray, 1 bit b&w / output 1 bit b&w

Resolution: 100 – 600 ppi

Scan speed: 5 seconds / 300 ppi (A1 color)

3D scan technology for curve correction

Data display: all standard formats, e.g. Tiff uncompressed, TIFF G4, JPEG, JP2, Multipage Tiff, PDF, BNMP, PCS, PNG

OS 12000 C book scanner or approved equal

Description: overhead tabletop scanner for books, newspapers, and large-format documents (certificates, drawings, maps)

Scan area: 635 x 460 mm (> DIN A2)

Book cradle: maximum book thickness 100 mm, book cradle with glass

Scan mode: 36-bit color, 12-bit grayscale, 1-bit b&w : 12-bit grayscale, 1-bit b&w

Resolution: 100–600 ppi

Scan speed: 1 sec./300 ppi in gray scale, 4 sec./300 ppi in color

Data display: all standard formats, e.g. Tiff uncompressed, TIFF G4, JPEG, JP2, Multipage Tiff, PDF, BNMP, PCS

InoTec Scamax 422 bulk duplex scanner or approved equal

Performance Grades: Colour Bitonal/Colour

Scan speed at 200/300* dpi ipm, Simplex A4 Landscape 150 ppm, Duplex A4 Landscape 300 ppm

Optics / Imaging - Image Generation Optical CCD camera (400 dpi resolution), glassless paper guide

Resolution 150, 200, 300 and 400 dpi

Interfaces: PC Connection RJ45 Gigabit Ethernet 10/100/1000 Mbit/s (UDP)

Paper Handling

Document Input Auto Feed from stack or single sheet feed (hand feed), adjustable paper guides, offset feeding and integrated document support for long documents

Stack Height 50 mm (approx. 500 sheets at 80 gsm)

Document Width 28 mm – 317.5 mm

Standard Formats ISO: A3, A4, A5, A6, A7, B4, B5, B6, B7, US: Ledger, Legal, Letter, Executive, Invoice

User Formats From 28 x 60 mm to 317.5 x 4,127.5 mm

**ATTACHMENT II
SCANNERS
COST SHEET**

	<u>QUANTITY</u>	<u>AMOUNT</u>
SCAMAX Model 422 or equal Line 1 of requisition	<u>1</u>	<u> </u>
1 Year Warranty/Maintenance if not included in cost of above item (Section 2.13)	<u>1</u>	<u> </u>
Zuetschel Omniscan 1200C or equal Line 2 of requisition	<u>1</u>	<u> </u>
1 Year Warranty/Maintenance if not included in cost of above item (Section 2.13)	<u>1</u>	<u> </u>
Zuetschel Omniscan 12000A1 or equal	<u>1</u>	<u> </u>
1 Year Warranty/Maintenance if not included in cost of above item (Section 2.13)	<u>1</u>	<u> </u>
Other costs not quoted elsewhere, if applicable (Vendor to define unit of measure and identify costs being quoted. See Section 2.9)	<u> </u>	<u> </u>
AWARD WILL BE BASED ON TOTAL OF THIS LINE		<u> </u>
2 nd Year Maintenance (See Section 5.1.)	<u>1</u>	<u> </u>
3 rd Year Maintenance (See Section 5.1)	<u>1</u>	<u> </u>