INVITATION TO BID

STATE OF LOUISIANA

DIVISION OF ADMINISTRATION

OFFICE OF STATE PURCHASING

BIDS WILL BE PUBLICLY OPENED:

OCT 25, 2005 10:00 AM

PURCHASING AGENCY NO. : 107001

VENDOR NO. :
SOLICITATION : 2203371
FILE NO. : M26147D
OPENING DATE : 10/25/05

SEE NO. 8 BELOW. RETURN BID TO

10:00 AM

2203371 10/25/05 M26147D

OFFICE OF STATE PURCHASING
OFFICE OF STATE PURCHASING
POST OFFICE BOX 94095
BATON ROUGE, LA 70804-9095

BUYER	:	DOROTHEA YOUNG, CPPB
BUYER PHONE	:	(225) 342-8022
DATE ISSUED	:	09/29/05
REQ. AGENCY	:	131001

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LA WAR VETERANS HOME

AGENCY REQ. NO.	:	
ISIS REQ. NO.	:	1281846
VENDOR PHONE	:	
FISCAL YEAR	:	06
CLASS/SUBCLASS	:	91066
SCHEDULED BEGIN DATE	:	00/00/00
SCHEDULED END DATE	:	00/00/00
T-NUMBER	:	

REPLACE AWNING FROM NC4 TO CHAPEL

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.

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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 _____100%_____ OF BID.
7. DESIRED DELIVERY: _____030DAYS 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. 39:1551-1736; 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 MADE WITH INK OR TYPEWRITTEN.

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)	

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, PERFOMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.
BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.
BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

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

18. PRICES .
UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

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

20. TAXES.
VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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.

1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

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

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

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

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

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

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

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

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

2 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE,

COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, 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.

3 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 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 STATUE, 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.

4 BEFORE THIS CONTRACT IS ACCEPTABLE AND COMPLETE, SUCCESSFUL BIDDER SHALL CLEAN UP AND REMOVE FROM THE PREMISES 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.

5 *IMPORTANT: IN ACCORDANCE WITH R.S. 37:2163A CONTRACTOR'S LICENSE NUMBER MUST APPEAR ON THE BID OPENING ENVELOPE ON ALL PROJECTS IN THE AMOUNT OF $50,000 OR MORE (AND $1 OR MORE IF HAZARDOUS MATERIALS ARE INVOLVED).*

FOR ANY BID SUBMITTED IN THE AMOUNT OF FIFTY THOUSAND DOLLARS OR MORE, THE CONTRACTOR SHALL CERTIFY THAT HE IS LICENSED AND SHOW HIS LICENSE NUMBER ON THE BID.

BIDDERS REPRESENTATION:

IN MAKING HIS BID, EACH BIDDER REPRESENTS THAT: HE HAS READ AND UNDERSTANDS THE BID DOCUMENTS AND HIS BID IS MADE IN ACCORDANCE HEREWITH; HE HAS VISITED THE SITE AND HAS FAMILIARIZED HIMSELF WITH THE LOCAL CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED.

BEFORE SUBMITTING PROPOSALS, BIDDERS MUST INSPECT THE PROPOSED SITE AND ACQUAINT THEMSELVES WITH ALL OF THE CONDITIONS UNDER WHICH THE WORK WILL BE DONE. NO ADDITIONAL COMPENSATION WILL BE GRANTED BECAUSE OF UNUSUAL DIFFICULTIES WHICH MAY BE ENCOUNTERED IN THE EXECUTION OF ANY PORTION OF THE WORK.

AGENCY CONTACT PERSON:__FRED ANDERSON__PHONE:__(225)342-8998_____ (225)634-5265 (X226) OR

VENDOR MUST INSPECT JOB SITE TO VERIFY MEASUREMENTS AND/OR AMOUNT OF SUPPLIES NEEDED PRIOR TO BIDDING. IF VENDOR FINDS CONDITIONS THAT DISAGREE WITH THE PHYSICAL LAY-OUT AS DESCRIBED IN THIS BID, OR OTHER FEATURES OF THE SPECIFICATIONS THAT APPEAR TO BE IN ERROR, SAME SHALL BE BROUGHT TO THE ATTENTION OF THE OFFICE OF STATE PURCHASING PERSONNEL PRIOR TO BID OPENING.

BIDS: UNLESS OTHERWISE SPECIFIED, A LUMP SUM BID IS REQUESTED FOR THE WORK SHOWN ON PLANS AND/OR IN SPECIFICATIONS.

REJECTION OF BIDS: THE CONTRACTOR UNDERSTANDS THAT THE DIVISION OF ADMINISTRATION RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ANY INFORMALITIES.

WITHDRAWAL OF BIDS: THE CONTRACTOR AGREES THAT THIS BID SHALL BE GOOD AND MAY NOT BE WITHDRAWN FOR A PERIOD OF THIRTY (30) CALENDAR DAYS AFTER THE BID OPENING.

PERFORMANCE BOND/LABOR AND MATERIALS BOND: THE CONTRACTOR SHALL FURNISH, WITH HIS EXECUTED CONTRACT, A PERFORMANCE BOND FOR ONE HUNDRED PERCENT (100%) OF THE AMOUNT OF THE CONTRACT FOR THE FAITHFUL PERFORMANCE OF HIS CONTRACT, AND A LABOR AND MATERIAL BOND FOR ONE HUNDRED PERCENT (100%) OF THE AMOUNT OF THE CONTRACT FOR THE PAYMENT OF ALL PERSONS PERFORMING LABOR ON THE PROJECT UNDER THE CONTRACT AND FURNISHING MATERIALS IN CONNECTION WITH THE CONTRACT. THE PERFORMANCE BOND WILL BE SECURED BY A SURETY OR INSURANCE COMPANY CURRENTLY ON THE UNITED STATES DEPARTMENT OF THE TREASURY FINANCIAL MANAGEMENT SERVICE LIST OF APPROVED BONDING COMPANIES AND IN ACCORDANCE WITH RESTRICTIONS SET BY THEM OR BY AN INSURANCE COMPANY THAT IS EITHER DOMICILED IN LOUISIANA OR OWNED BY LOUISIANA RESIDENTS AND IS LICENSED TO WRITE SURETY BONDS. IN

ADDITION, ANY SURETY BOND WRITTEN FOR A PUBLIC WORKS PROJECT SHALL BE WRITTEN BY A SURETY OR INSURANCE COMPANY THAT IS CURRENTLY LICENSED TO DO BUSINESS IN THE STATE OF LOUISIANA.

PERMITS, LICENSES, LAWS AND TAXES: THE CONTRACTOR SHALL FURNISH ALL NECESSARY PERMITS, LICENSES, AND CERTIFICATES AND COMPLY WITH ALL LAWS OR ORDINANCES APPLICABLE TO THE LOCALITY OF THE BUILDING SITE AND THE STATE OF LOUISIANA. THE CONTRACTOR SHALL INCLUDE IN HIS BID ALL APPLICABLE STATE, FEDERAL, OR OTHER TAXES REQUIRED.

INSURANCE:

COMPENSATION INSURANCE, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE ARE REQUIRED ON THIS BID.

UNLESS OTHERWISE PROVIDED, THE OWNER SHALL PURCHASE AND MAINTAIN PROPERTY INSURANCE UPON THE ENTIRE WORK AT THE SITE TO THE FULL INSURABLE VALUE EQUAL TO THE CONTRACT SUM PLUS ALL AMENDMENTS.

THE STATE OF LOUISIANA IS TO PROVIDE BUILDER'S RISK INSURANCE TO PROTECT THE OWNER, CONTRACTOR, AND SUB-CONTRACTORS AS THEIR INTERESTS MAY APPEAR. THE POLICY IS SUBJECT TO THE FOLLOWING DEDUCTIBLES, WHICH WILL BE PAID BY THE CONTRACTOR:

ALL COVERED CAUSES OF LOSS, EXCEPT FLOOD $1,000 DEDUCTIBLE PER OCCURRENCE
FLOOD CAUSE OF LOSS $5,000 DEDUCTIBLE PER OCCURRENCE

THE POLICY INSURES AGAINST "ALL RISK" OF DIRECT PHYSICAL LOSS OR DAMAGE SUBJECT TO CERTAIN EXCLUSIONS AND LIMITATIONS. A COPY OF THE CURRENT POLICY CAN BE FOUND AT THE OFFICE OF RISK MANAGEMENT WEBSITE AT HTTP://WWW.DOA.LOUISIANA.GOV/ORM/UW.HTM. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW THIS POLICY AND, IF ADDITIONAL INSURANCE IS DETERMINED TO BE NEEDED, TO PURCHASE THE ADDITIONAL INSURANCE TO PROTECT THE CONTRACTOR AND SUB-CONTRACTOR INTEREST IN THE PROJECT.

INQUIRIES CONCERNING THE OWNER'S INSURANCE POLICY SHALL BE SENT TO THE ADDRESS SHOWN BELOW. IN THE EVENT OF A LOSS OR CLAIM, PLEASE NOTIFY THE OFFICE OF RISK MANAGEMENT AT THE TELEPHONE NUMBER SHOWN BELOW, WITH CONFIRMATION IN WRITING, PROVIDING ALL PERTINENT INFORMATION, SUCH AS DATE OF LOSS, TYPE OF LOSS, APPROXIMATE EXTENT OF DAMAGE, LOCATION, AND PROJECT NUMBER.

DIVISION OF ADMINISTRATION
OFFICE OF RISK MANAGEMENT
POST OFFICE BOX 91106
BATON ROUGE, LA 70821-9106
(225) 342-8500

AFFIDAVIT: SUCCESSFUL CONTRACTOR SHALL BE REQUIRED TO EXECUTE AN AFFIDAVIT ATTESTING "THAT PUBLIC CONTRACT WAS NOT SECURED THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR".

RECORDATION CERTIFICATE: CONTRACTOR SHALL UPON RECEIPT OF EXECUTED

CONTRACT, BOND AND PURCHASE ORDER, RECORD CONTRACT AND BOND WITH THE CLERK OF COURT IN THE PARISH IN WHICH THE WORK IS TO BE PERFORMED, OBTAIN A CERTIFICATE OF RECORDATION FROM THE CLERK OF COURT AND FORWARD THIS CERTIFICATE IMMEDIATELY TO THE DIVISION OF ADMINISTRATION. THIS CERTIFICATE MUST BE RECEIVED BEFORE ANY INVOICES ON THIS PROJECT CAN BE PROCESSED. THE EXPENSE FOR THIS IS THE RESPONSIBILITY OF THE CONTRACTOR.

PROGRESS PAYMENTS: THE FOLLOWING PAYMENT SCHEDULE SHALL APPLY:

FOR CONTRACTS WITH A COMPLETION DATE OF MORE THAN THIRTY (30) DAYS:

> *ON OR ABOUT THE FIRST DAY OF EACH MONTH NINETY PERCENT (90%) OF THE VALUE BASED ON THE CONTRACT PRICE, OF LABOR AND MATERIALS INCORPORATED IN THE WORK, AND OF MATERIALS SUITABLY STORED AT THE SITE THEREOF UP TO THE FIRST DAY OF THAT MONTH, AS ESTIMATED BY THE OWNER, LESS THE AGGREGATE OF PREVIOUS PAYMENTS AND UPON SUBSTANTIAL COMPLETION OF THE ENTIRE WORK, A SUM SUFFICIENT TO INCREASE THE TOTAL PAYMENT TO NINETY PERCENT (90%) OF THE CONTRACT PRICE.*

FOR CONTRACTS WITH A COMPLETION DATE OF THIRTY (30) DAYS OR LESS:

> *UPON SATISFACTORY COMPLETION OF THE WORK, NINETY PERCENT (90%) OF THE CONTRACT PRICE.*

ACCEPTANCE: UPON WRITTEN NOTICE BY THE OWNER TO THE DIVISION OF ADMINISTRATION, A NOTICE BY OWNER OF ACCEPTANCE OF WORK WILL BE EXECUTED AND FORWARDED TO THE CONTRACTOR FOR RECORDING WITH THE CLERK OF COURT IN THE PARISH IN WHICH THE WORK HAS BEEN PERFORMED AND CONTRACTOR SHALL FURNISH A CLEAR LIEN CERTIFICATE FROM THE CLERK OF COURT (TO THE OWNER ALONG WITH FINAL INVOICE) FORTY-FIVE (45) DAYS AFTER RECORDATION OF ACCEPTANCE. FINAL PAYMENT OF TEN PERCENT (10%) WILL BE MADE AT THIS TIME.

GUARANTEE: IF, WITHIN ONE YEAR AFTER THE DATE OF SUBSTANTIAL COMPLETION OR WITHIN SUCH LONGER PERIOD OF TIME AS MAY BE PRESCRIBED BY LAW OR BY THE TERMS OF ANY APPLICABLE SPECIAL GUARANTEE REQUIRED BY THE CONTRACT DOCUMENTS, ANY OF THE WORK IS FOUND TO BE DEFECTIVE OR NOT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL CORRECT IT PROMPTLY AFTER RECEIPT OF A WRITTEN NOTICE FROM THE OWNER TO DO SO UNLESS THE OWNER HAS PREVIOUSLY GIVEN THE CONTRACTOR A WRITTEN ACCEPTANCE OF SUCH CONDITION. THE OWNER SHALL GIVE SUCH NOTICE PROMPTLY AFTER DISCOVERY OF THE CONDITION.

DELAYS AND EXTENSION OF TIME: THE CONTRACTOR SHALL PERFORM FULLY, ENTIRELY, AND IN SATISFACTORY MANNER THE WORK CONTRACTED, WITHIN THE NUMBER OF CALENDAR DAYS STIPULATED IN THE PROPOSAL AND THE CONTRACT. TIME WILL BE ASSESSED AGAINST THE CONTRACTOR BEGINNING THE DATE OF THE NOTICE TO PROCEED WHICH IS THE PURCHASE ORDER ATTACHED TO THE CONTRACT.

LIQUIDATED DAMAGES: LIQUIDATED DAMAGES IN THE AMOUNT OF $50.00 PER DAY SHALL BE ASSESSED FOR EACH AND EVERY DAY THE PROJECT REMAINS INCOMPLETE BEYOND THE ESTABLISHED COMPLETION DATE.

IN ADJUSTING THE CONTRACT TIME FOR THE COMPLETION OF THE PROJECT, ALL STRIKES, LOCK-OUTS, UNUSUAL DELAYS IN TRANSPORTATION, OR ANY OTHER CONDITION OVER WHICH THE CONTRACTOR HAS NO CONTROL, AND ALSO ANY SUSPENSIONS ORDERED BY THE ENGINEER FOR CAUSES NOT THE FAULT OF THE CONTRACTOR, SHALL BE EXCLUDED FROM THE COMPUTATION OF THE CONTRACT TIME FOR COMPLETION OF THE WORK. THE CONTRACTOR MUST APPLY IN WRITING FOR AN EXTENSION OF TIME WITHIN SEVEN (7) DAYS AFTER DELAY OCCURS. NO ALLOWANCES WILL BE MADE FOR DELAYS OR SUSPENSIONS FOR THE PROSECUTION OF THE WORK DUE TO THE FAULT OF THE CONTRACTOR. UNDER PRESENTATION OF EVIDENCE FROM THE SUPPLIER THAT EQUIPMENT SPECIFIED CANNOT BE DELIVERED IN TIME TO COMPLETE THE PROJECT WITHIN THE TIME SPECIFIED, THEN THE CONTRACTOR CAN REQUEST AN EXTENSION OF TIME FOR THE PORTION OF THE WORK.

*BIDDER'S PRINTED OR TYPED NAME:*_____

*STATE JOB COMPLETION TIME:*_____

_____

AGENCY SIGNATURE AS VERIFICATION OF JOBSITE VISIT

PRICE SHEET	INVITATION TO BID
NUMBER : 2203371 OPEN DATE : 10/25/05 TIME: 10:00 AM T-NUMBER :	BIDDER:

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: LA WAR VETERANS HOME DEPT OF VETERANS AFFAIRS 4739 HIGHWAY 10 JACKSON , LA 70748				
00001	COMMODITY CODE: 910-66-000000 ROOFING, GUTTERS, AND DOWNSPOUTS *** ON-SITE INSPECTION REQUIRED *** PLEASE CONTACT MAINTENANCE @ 634-5265, EXT. 226 TO SCHEDULE APPOINTMENT COLOR APPROVED UPON ON-SITE INSPECTION MATERIAL LIST (MUST BE COMMERCIAL QUALITY): FURNISH ALL MATERIAL, LABOR, SUPPLIES, TOOLS AND EQUIPMENT NECESSARY TO REPLACE ROOFING, GUTTERS AND DOWNSPOUTS AT THE LA. WAR VETS HOME IN JACKSON, LA IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS. MATERIAL LISTED MUST BE COMERCIAL GRADE. 025 ALUMINUM WPAN ROOF 12" WIDE 040 ALUMINUM GUTTER CHANNEL 3" SLC 20 GALVANIZED STEEL POSTS SET IN CONCRETE, ALL STAINLESS STEEL SCREWS 2X6 ALUMINUM BOX BEAMS 3X4 ALUMINUM POST SKINS (1) 11'6" X 100' WALKWAY COVER - 8' CLEARANCE (1) 11'6" X 20' DRIVE THRU COVER - MUST HAVE 14' CLEARANCE (1) 11'6" X 55' WALKWAY COVER - 8' CLEARANCE (2) 11'6" X 6' WALLS WITH STAINLESS STEEL SCREWS REMOVE EXISTING COVER AND ELECTRICAL INSTALL NEW ROOFS INSTALL EXISTING ELECTRICAL INTO PLACE	1	JOB	_____	_____

PRICE SHEET	INVITATION TO BID	
NUMBER : 2203371 OPEN DATE : 10/25/05 TIME: 10:00 AM T-NUMBER :	BIDDER:	PAGE 11

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	RE-CONNECT ELECTRICAL				
	COLOR TO BE APPROVED BY AGENCY TO THE SUCESSFULL BIDDER.				
	A JOB SITE VISIT IS MANDATORY PRIOR TO BIDDING. CONTACT THE FOLLOWING MAINTANANE PERSONNEL TO SCHEDULE AN APPOINTMENT: FRED ANDERSON (225) 634-5265 (X226) OR (225) 342-8998				