

RESOLUTION NO. 14-157

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING, PURSUANT TO SECTION 2-322 OF THE CITY CODE OF ORDINANCES, THE PURCHASE OF A MOBILE COMMAND CENTER VEHICLE, VIA THE COMPETITIVELY-BID, EXISTING AGREEMENT BETWEEN LDV, INC. AND THE STATE OF LOUISIANA, OFFICE OF STATE PURCHASING, IN AN AMOUNT EQUAL TO \$114,999.00; AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS, SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY, AND TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY WITH RESPECT TO THE AGREEMENT APPROVED HEREIN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Police Department for the City of Doral (the "City") seeks to purchase a mobile command vehicle; and

WHEREAS, LDV, Inc. has an existing state contract #408173 T Number 92430 from the State of Louisiana, Office of State Purchasing for the purchase of a mobile command vehicle. The contract includes vehicles with specialized bodies for mobile command centers, SWAT vehicles, mobile response vehicles, bomb vehicles, surveillance vans, fire and arson vehicles and mobile crime labs; and

WHEREAS, Pursuant to Section 2-322 of the City Code, Staff has recommended that the City Council adopt the existing agreement between LDV, Inc. and the State of Louisiana, Office of State Purchasing, which was competitively entered into in a manner similar to that set forth in Chapter 2, Article V, of the City Code for the provision of a mobile command vehicle in an amount equal to \$114,999.00, and further requests that the City Council authorize the City Manager to expend budgeted funds on behalf of the City with respect to the agreement approved herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above-referenced recitals are out confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. Pursuant to section 2-322 of the City of Doral Code of Ordinances, the purchase of a mobile command center, in an amount not to exceed \$114,999.00, via the competitively-bid and existing agreement between the State of Louisiana, Office of State Purchasing (the "Agreement"), attached hereto as Exhibit "A" and made incorporated herein and made a part hereof by this reference, is hereby approved.

Section 3. Authorization. The City Manager is authorized to execute such contractual documents, with the approval of the City Attorney as to form and legal sufficiency, and to expend budgeted funds, as may be needed to make the purchase contemplated herein.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Rodriguez who moved its adoption. The motion was seconded by Councilmember Ruiz and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria
Vice Mayor Christi Fraga
Councilwoman Ana Maria Rodriguez
Councilwoman Bettina Rodriguez Aguilera
Councilwoman Sandra Ruiz

Yes
Not present at the time of the vote
Yes
Yes
Yes

PASSED AND ADOPTED this 8 day of OCTOBER, 2014.



LUIGI BORIA, MAYOR

ATTEST:

Counciling for:

BARBARA HERRERA, CITY CLERK
cornie Diaz, deputy city clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE SOLE USE OF
THE CITY OF DORAL.



WEISS, SEROTA, HELFMAN, PASTORIZA
COLE AND BONISKE
CITY ATTORNEY

EXHIBIT “A”

BOBBY JINDAL
GOVERNOR



KRISTY H. NICHOLS
COMMISSIONER OF ADMINISTRATION

State of Louisiana

Division of Administration
Office of State Purchasing

May 12, 2014

RENEWAL

Nancy Strelow
LDV, Inc.
180 Industrial Drive
Burlington, WI 53105

Re: LDV, Inc. LaMAS Agreement
Contract Number: 408173 T Number 92430

Dear Ms. Strelow:

This is official notification that the Division of Administration, Purchasing Section, has renewed the contract referenced above in accordance with the provisions of the newly executed (effective date July 1, 2014) LaMAS Agreement's terms, conditions, and prices. The contract shall be effective for a period of Twelve (12) months from **July 1, 2014 through June 30, 2015** or until such time as State Purchasing informs you by thirty (30) days written notice that this contract will be cancelled.


Vendor should keep a copy of all orders issued against this contract during the contract period. Approximately four (4) months prior to the end of the contract period vendor is to be prepared to submit to the Office of State Purchasing a contract usage report. The usage report is to include the vendors name, phone and fax numbers, the person's name who compiled the report, a summary by line item with quantity purchased and total value of each line item. Additionally the report is to summarize the total dollar volume of the entire contract. Vendor may submit computer generated reports.

Enclosed is a copy of the renewed contract and the newly executed LaMAS Agreement. If you have designated certain vendors as authorized distributors for this contract, it will be your responsibility, as prime contractors, to send copies to each distributor. If you have any questions concerning the above referenced file, please contact Bess Guidry at (225) 342-8016.

Sincerely,

Sandra G. Gillen, CPPB
Director of State Purchasing

BY:


Bess Guidry
Procurement Specialist 3

Enclosures

SG:TG:DK:bg


**STATEWIDE BRAND NAME CONTRACT
AWARD**

**STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF STATE PURCHASING**



NUMBER : 408173
BUYER : BESS GUIDRY
BUYER PHONE : (225)342-8016
T-NUMBER : 92430
DATE ISSUED : 05/12/14
VENDOR NUMBER : 391281237 00
VENDOR PHONE : (800)558-5986-0000
REQ AGENCY : 107001
OFFICE OF STATE PURCHASING

AGENCY REQ NO. :
ISIS REQ NO. :
FISCAL YEAR : 10
EFFECTIVE DATE : 07/01/09
EXPIRATION DATE : 06/30/15

LDV INC
180 INDUSTRIAL DR
BURLINGTON, WI 53105

LDV SPECIALTY VEHICLES LAMAS CONTRACT

1. THIS IS NOT AN ORDER TO SHIP OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).

2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.

3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.

4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE OFFICE OF STATE PURCHASING PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.

5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.

6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.

7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR 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 CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

RECOMMENDING APPROVAL:

STATE PURCHASING OFFICER/SUPERVISOR

APPROVED BY:

Sandra G. Gillen, CPPB
DIRECTOR OF PURCHASING

PRICE SHEET		STATEWIDE BRAND NAME CONTRACT			
NUMBER : 408173 T-NUMBER : 92430		VENDOR: LDV INC			PAGE 2
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
00001	<p>UNLESS SPECIFIED OTHERWISE BELOW:</p> <p>SHIP TO: STATEWIDE DELIVERY</p> <p>COMMODITY CODE: 070-53-120000</p> <p>LAPS CONTRACTS PLEASE SEE: HTTP://WWW.DOA.LOUISIANA.GOV/OSP/AGENCYCENTER/MEMOS/2008/OSP08-02.PDF</p> <p>VEHICLES WITH SPECIALIZED BODIES FOR MOBILE COMMAND CENTERS, SWAT VEHICLES, MOBILE RESPONSE VEHICLES, BOMB VEHICLES, SURVEILLANCE VANS, FIRE AND ARSON VEHICLES AND MOBILE CRIME LABS. ALL PRICING MUST BE VERIFIABLE. SEE LAMAS CONTRACT FOR DETAILS.</p> <p>PLEASE REFER TO THE OFFICE OF STATE PURCHASING WEBSITE AT: HTTP://WWW.DOA.LOUISIANA.GOV/OSP/CONTRACTS/LAMAS/SPECIALTYVEHICLES/SVCONTRS.HTM FOR COMPLETE ORDERING INSTRUCTIONS AND PRICE LIST.</p>	1	EACH	N/A	
00002	<p>COMMODITY CODE: 070-53-120001</p> <p>LINE 2 IS FOR UNPUBLISHED OPTIONS.</p> <p>OPTIONS: ALL PRICING MUST BE VERIFIABLE DUE TO THE UNIQUE NATURE OF SPECIALTY VEHICLES AND THE NEEDS OF AGENCIES AND POLITICAL SUBDIVISIONS. THESE VEHICLES MAY BE CONFIGURED IN VARIOUS WAYS TO MEET THE END USERS NEEDS.</p> <p>UNPUBLISHED OPTIONS ARE OPTIONS NOT LISTED ON THE LAMAS OPTION PRICE LIST.</p> <p>AGENCIES/POLITICAL SUBDIVISIONS ARE ALLOWED TO ADD UNPUBLISHED OPTIONS UP TO 10% OF THE VEHICLE PUBLISHED BASE PRICE AND THE PUBLISHED OPTION PRICE.</p> <p>LINE TWO (2) SHALL BE UTILIZED FOR UNPUBLISHED OPTIONS. VERIFIABLE CHARGES SHALL BE SUBMITTED TO THE PURCHASING AGENCY OR POLITICAL SUBDIVISION FOR REVIEW. VERIFICATION SHALL INCLUDE A PUBLISHED COMMERCIAL PRICE LIST FOR ALL OPTIONS THAT ARE NOT LISTED ON THE LAMAS OPTION PRICE LIST.</p> <p>UNPUBLISHED OPTIONS SHALL BE DISCOUNTED TO THE AGENCY/POLITICAL SUBDIVISION AT THE SAME RATE OR BETTER THAN LAMAS PRICING WHEN COMPARED TO THE COMMERCIAL PRICE LIST.</p> <p>ALL PRICING FOR ALL ITEMS SHALL BE SUPPORTED BY DOCUMENTATION FROM THE CONTRACTOR. DEALER PRICING WILL NOT BE CONSIDERED FOR APPROVAL.</p>	1	EACH	N/A	

LaMAS AGREEMENT

3/3/2014

This Agreement is made and entered into this 12th day of May, 2014, by and between the State of Louisiana, Office of State Purchasing, and LDV, Inc., and provides as follows:

Specialty Vehicles

Use of this Agreement is specifically limited to those agencies that are authorized to receive such procurement products/services by Louisiana statutes and regulations. Further, the Contractor agrees and understands that this is an Agreement of convenience and neither financially binds the State or the Agencies, nor otherwise obligates them to contract for products/services hereunder.

Unless otherwise agreed in writing, all amendments, Contracts, and the like signed during the life of this Agreement shall be governed by the terms and conditions of the Agreement and the laws of the state.

The parties further agree as follows:

1. HEADINGS

Descriptive headings in this Agreement are for convenience only and shall not affect the construction or meaning of contractual language.

2. DEFINITIONS

"State" shall mean the State of Louisiana.

"Shall" denotes the imperative.

"Agency" shall mean any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of this State authorized to participate in any contract resulting from this agreement.

"Contractor" shall mean the prime contractor who signs the Agreement and is responsible for the actions of any Louisiana dealers or distributors.

"Louisiana Licensed Dealer/Distributors" shall mean any dealer or distributor who meets the requirements of a resident business defined as one authorized to do and doing business under the laws of this state, which either: (a) maintains its principal place of business in the state; or (b) employs a minimum of two employees who are residents of the state.

"Political Subdivision" shall mean any parish, municipality, special district, school board, sheriff, public board, institution, department, commission, district, corporation, agency, authority, or an agency or subdivision of any of these, and other public or governmental body of any kind, which is not an agency.

3. TERM

This Agreement is effective July 1, 2014 or upon Office of State Purchasing approval, whichever is later, and will end no later than 12 months unless otherwise terminated in accordance with the Termination provision of this Agreement. The State has the right to extend for one (1) year increments up to a maximum of five (5) years.

4. TERMINATION

TERMINATION FOR CAUSE – State may terminate this Agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement 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 either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice. Failure to perform within the time specified in the Agreement shall constitute a default and may cause cancellation of the Agreement. Where the State has determined the Contractor to be in default, the State reserves the right to obtain 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 Agreement from the defaulting Contractor shall be considered.

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 this Agreement 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.

TERMINATION OF THIS AGREEMENT FOR CONVENIENCE – The State or Contractor may terminate this Agreement at any time by giving thirty (30) days prior written notice to the other party of such termination or negotiating with the other party an effective termination date. Unless otherwise terminated by the State or Contractor, this agreement shall remain in full force and effect for the term set forth in the Agreement.

Termination of this Agreement shall have no effect upon Agencies' purchase orders, which have been executed, on or before such date of termination of this Agreement. Unless otherwise terminated by the Agency, such purchase order shall remain in full force and effect for the term set forth in the Agency purchase order.

TERMINATION FOR NON-APPROPRIATION OF FUNDS – Any order issued as a result of this Agreement is contingent upon the continuation of an appropriation of funds by the Legislature to fulfill the requirements of the order. If the Legislature fails to appropriate sufficient monies to provide for the continuation of an order or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriations 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 order, the order may be cancelled.

5. NON-EXCLUSIVITY CLAUSE

This Agreement is non-exclusive and shall not in any way preclude agencies from entering into similar Agreements and/or arrangements with other Contractors or from acquiring similar, equal or like products and/or services from other entities or sources.

6. COOPERATIVE PURCHASE

Political subdivisions of the State, Quasi State Agencies, and external procurement units (described below), may be permitted to purchase from contracts made by the Office of State Purchasing. The Contractor may, at its option, permit political subdivisions of the State, Quasi State Agencies, and external procurement units to purchase from this contract.

Please check all that apply:

Contractor hereby amends his Agreement so that contract will
☒ apply to Quasi State Agencies or other political subdivisions of the State.

Contractor hereby amends his Agreement so that contract will
☒ apply to Agencies of The United States Government.

Contractor hereby amends his Agreement so that contract will
apply to other buying organizations (other than the United States Government), not
located in this state which, if located in this state, would qualify as a public
☒ procurement unit.

7. CONTRACT EXCLUSIONS

Only stand-alone products are covered under this Agreement. No products, which require labor and material jobs, are included. Also, third-party products are limited to a certain dollar amount. (See Section 8. Third-Party Products/Services)

8. THIRD-PARTY PRODUCTS/SERVICES

Any products/services listed in the Contractor's GSA Schedule which are third-party and do not carry the brand being considered will not be performed by the Contractor signing this Agreement or Authorized Dealers/Distributors, will be limited to a certain dollar amount net cost per unit. This limit includes third-party software, which is not previously installed as standard operating software. In the event that an unauthorized purchase is made above a certain dollar threshold and product is returned in resalable condition, Contractor will credit the purchase price to the State or other remedy as mutually agreed.

These third-party products/services are intended to expedite the purchase and delivery of the majority of immediate needs, while producing administrative cost savings afforded by singular system transactions. Agencies must consider the concept of "total cost of acquisition" when purchasing these products.

9. PRICING

Pricing shall not exceed the current nationally advertised and available general services administration (GSA) price schedule.

the manufacturer's standard commercial warranty. The product must meet all State and Federal safety standards in effect at the time of delivery. Furthermore, the Contractor agrees to extend its warranty period by the cumulative periods of time, after notification, during which the Product requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers or employees. If during the regular or extended warranty periods faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective products during the warranty period shall be borne solely by the Contractor, and the State shall, in no event, be liable or responsible therefor. This warranty shall survive any termination of the contract in accordance with the warranty term.

- E. REPLACEMENT PARTS WARRANTY Where the provision of services requires the replacement or repair of Product, any replaced or repaired component, part or Product shall be new and shall, if available, be replaced by the original manufacturer's component, part or Product. Remanufactured components meeting new product standards may be permitted by the State of Louisiana. All proposed substitutes for the original manufacturer's installed Product must be approved by the ordering agency before installation. The Product or part shall be equal to or of better quality than the original Product being replaced and shall be subject to all terms and conditions for new products set forth in the contract, including product warranties. Any Product replaced by the Contractor under the contract shall be guaranteed for the remainder of the warranty period under (D) above and replaced at no cost to the agency if found defective during that time.
- F. DATE/TIME WARRANTY (if applicable) Contractor warrants that Product(s) furnished pursuant to this Agreement shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: i) integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to, the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of this Agreement through: (a) ninety (90) days, or (b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

- G. 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.

H. CONTRACTOR INSPECTIONS

The requirements specified herein apply to all motorized vehicles that may be purchased by the State of Louisiana.

Responsibility for inspection: unless otherwise specified in the contract or purchase order, the supplier shall be responsible for the performance of all inspection and test requirements necessary to ensure compliance with the following requirements. This action does not preclude subsequent inspection and testing by the State of Louisiana to further determine conformance with the requirements of quality standards of workmanship, material and construction techniques. Pre-delivery servicing and adjustment: the dealer shall not attach any dealer identification advertising or similar material to the vehicle. The vehicle shall be clean and free from defects when delivered. Prior to acceptance by the state, the dealer shall service and adjust each vehicle for operational use, to include as a minimum, the following:

1. A Louisiana temporary license plate
2. A Louisiana safety inspection sticker (unless otherwise specified on purchase order)
Louisiana State Inspection will be included in price of vehicle.
3. All vehicles will be delivered with at least 1/2 tank of fuel.
4. Focusing of lights
5. Tuning of engine
6. Adjustment of accessories
7. Checking of electrical, braking and suspension systems
8. Charging of battery
9. Alignment of front end
10. Inflation of tires
11. Balancing of all wheels, including the spare
12. DEQ Waste Tire Fee will be included in price of vehicle.
13. Complete lubrication of engine, chassis, and operating mechanisms with recommended grades of lubricants for the ambient air temperature at the point of delivery
14. Servicing of cooling system with permanent type antifreeze and summer coolant for minus 20 degrees Fahrenheit protection
15. Servicing of windshield washer reservoir with water and appropriate additives

Documents: each vehicle shall be delivered with complete certification of origin, odometer disclosure statement, tag application, warranty, owner's manuals, and any other necessary credentials.

I. NOTICE OF PRODUCT DESIGN

Not applicable for this type of product

15. 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 Agreement, 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/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 State 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 products/services; ii) State's use of the products/services in combination with other products/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 products/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.

16. DELIVERIES

All deliveries are to be **FOB destination**.

DELIVERY: 180 DAYS ARO

17. RETURN POLICY/RESTOCKING FEES

Not applicable for this type of product

18. PACKING

Not applicable for this type of product

19. MATERIAL SAFETY DATA SHEETS (MSDS) AND LABELING (if applicable)

Contractor agrees to provide the State with MSDS when requested by the end-user customer, and warning labels are included or affixed to all hazardous chemicals and other appropriate commodities purchased through this Agreement in accordance with the revised rules and regulations issued by the Occupational Safety and Health Administration (OSHA).

20. RISK OF LOSS/PASSAGE OF TITLE

Title to the equipment purchased under this Agreement shall pass from Contractor to State on the date of delivery. Prior to the passage of title all risk of loss or damage shall be on the Contractor.

21. LOUISIANA LICENSED DEALER/DISTRIBUTOR LIST

The Contractor who signs the Agreement will be designated as prime Contractor on any contract resulting from this Agreement. Louisiana licensed dealers or distributors who are authorized to receive orders against this Agreement are listed in Attachment A. The prime Contractor will be responsible for the actions of any Louisiana licensed dealers or distributors listed.

Contractor must immediately notify the Office of State Purchasing when any dealer/distributor on this Agreement is terminated, relocated or added. All orders placed with dealers/distributors prior to receipt of such notification by the Office of State Purchasing must be honored. Revisions will become effective only upon approval by the Director of State Purchasing or Designee.

In accordance with L.R.S. 39:1591(6), by signing this Agreement, Contractor agrees that a Louisiana dealer or distributor will participate in all orders under this Agreement.

22. INVOICES

A separate invoice shall be submitted by the Contractor in duplicate directly to the "Bill To" specified on the order and the invoice shall refer to the delivery ticket number, delivery date, purchase/release order number, quantity, unit price, and delivery point. Invoices shall show the amount of any cash discount and shall be submitted on the Contractor's own invoice form.

23. PAYMENT

PAYMENT TERMS: NET THIRTY (30)

The Contractor shall invoice the Agency directly and payment shall be made by the Agency directly to the Contractor in accordance with the payment terms agreed to in this Agreement. In no event shall State Purchasing be liable for payments on behalf of any Agency other than itself.

Payment will be made on the basis of unit price or discount, whichever is applicable, as listed in this Agreement and shall include delivery of all items **F.O.B. Destination**, including transportation charges

prepaid by Contractor; such price and payment will constitute full compensation of furnishing and delivering the contract commodities. In no case will the 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.

24. LATE PAYMENT

Interest due by an agency for late payments may be made in accordance with R.S.39:1695 at the rates established in R.S.13:4202.

Agencies: The payment of interest on certain payments due and owed by a Agency may be made in accordance with R.S. 39:1695.

25. USAGE/REPORTING REQUIREMENTS

This LaMAS contract will be reviewed annually by the Office of State Purchasing, approximately four (4) months prior to the end of the Agreement period. Contractor should keep a copy of all orders issued against this contract during the Agreement period. The minimum dollar threshold for maintaining a LaMAS contract is \$20,000.00 usage for the previous twelve months. This usage amount may be waived in whole or in part due to extenuating circumstances in the state's best interest. The Office of State Purchasing will accept contract purchases from both state agencies and political subdivisions to satisfy the minimum sales volume. We reserve the right to require copies of orders and invoices to substantiate vendor usage reports for audit purposes. The inability or failure to timely produce usage reports evidencing adequate sales volumes may result in cancellation of your LaMAS contract without consideration for reestablishment for a period of two (2) years.

Prime contractors are required to furnish a contract usage report reflecting governmental sales within the most recent twelve-month period, inclusive of sales by any authorized distributors. The usage report is to include the Contractor's name, phone and fax numbers, the person's name who compiled the report, contract number, a summary of the total order quantities and dollars by individual contract line numbers (if applicable), indicate the purchase type ("type of vehicle"), agency name (or purchasing entity), agency address, items provided, price, order number, date, dealer/distributor, vendor invoice number and net price charged. Additionally, the report is to summarize the total dollar volume of the entire Agreement. Contractor may submit computer generated reports and can itemize by order number, by line item, but the line item totals, and contract totals are required.

All reports shall be supplied in electronic format and shall provide fault-free performance in the manipulation of data.

26. CONTRACT PERFORMANCE EVALUATION

In an effort to improve our contracts to meet the needs of the agencies we serve, the Contractor's performance will be monitored. Agencies' feedback may be requested regarding customer service, delivery, product quality, billing, overall effectiveness of the contract, and any needed changes. Their responses will be considered in determining our options for renewals and revisions.

Agency reports of deficient performance will be appropriately addressed during the contract period.

27. 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 Contractor in the performance of services called for in this Agreement. 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 this Agreement.

28. ASSIGNMENT

Contractor shall not assign any interest in this Agreement by assignment, transfer, novation, or assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without prior written consent of the State.

29. EMPLOYEES / SUBCONTRACTORS / AGENTS

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

All employees, subcontractors or agents performing work under the contract must be trained technicians who meet or exceed the technical and training qualifications and must comply with all rules and requirements of the Agreement. The State reserves the right to conduct a security background check or otherwise approve any employee or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause, including but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with Agency's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the contract terms. The State reserves the right to reject and/or bar from the facility for cause any employee, subcontractor, or agents of the Contractor.

30. CONTRACT CONTROVERSIES

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

31. RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the Agreement for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

32. SECURITY (if applicable)

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. 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.

33. 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 Contractor's cost.

34. CONFIDENTIALITY

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 this Agreement, or any contract entered into as a result of this Agreement, or which becomes available to the Contractor in carrying out this Agreement, 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 this 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.

35. INSURANCE REQUIREMENTS FOR CONTRACTORS (if applicable)

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. The cost of such insurance shall be included in the Contractor's pricing.

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. Employer's 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 employer's 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 CG00 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 coverage

- 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.
- D. The contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the policy limits.

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 Worker's Compensation coverage only.

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 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 anytime.

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 state 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.

36. FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

37. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor 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 Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render products/services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this Agreement.

38. USE OF AGENCY'S FACILITIES (if applicable)

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the agency, be used only for the performance of the Agreement or any contract entered into as a result of this Agreement.

The Contractor shall be responsible for any loss or damage to property of the agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the agency in like condition, except for normal

wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the agency all property of the agency prior to settlement upon completion, termination, or cancellation of this Agreement. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

39. SEVERABILITY

If any term or condition of this Agreement, or any contract entered into as a result of this Agreement, or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

40. WAIVER

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

41. APPLICABLE LAW

This Agreement shall be governed by and interpreted in accordance with 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; and special conditions. Venue of any action brought with regard to this Agreement, shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

42. COMPLETE AGREEMENT

This is the complete Agreement between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other Agreements, or understanding changing, or modifying the terms. This Agreement shall become effective upon final statutory approval.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

43. CERTIFICATION OF NO SUSPENSION/DEBARMENT

By signing this Agreement, the Contractor 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 <https://www.sam.gov/portal/public/SAM/>.

44. LOUISIANA PRICING SCHEDULE (LaPS)

By signing this Agreement, the Contractor acknowledges that he agrees to the following terms:

This contract has been designated as a Louisiana Pricing Schedule (LaPS). The state intends to use the following process before placing orders under this contract, and the contractor explicitly understands and agrees to the use of this process before accepting orders under this contract. Where multiple LaPS contracts exist for functionally equivalent products and/or services and the procurement is above \$25,000, all eligible users of these contracts will utilize the following procedures:

- 1) Prepare a Request for Responses (an informal process used to make a best value determination) that includes, if applicable:
 - a) Performance-based statement of work that includes such things as:
 - the work to be performed
 - location of work
 - period of performance
 - deliverable schedule
 - applicable performance standards
 - acceptance criteria
 - any special requirements (e.g., security clearances, special knowledge, etc.)
 - the products required (using a generic description of products and functions whenever possible)
 - b) If necessary or applicable, a request for submittal of a project plan for performing the task and information on the contractor's experience and/or past performance performing similar tasks.
 - c) A best value determination is one that considers, in addition to underlying contract pricing, such factors as:
 - Probable life of the item selected
 - Environmental and energy efficiency considerations
 - Technical qualifications
 - Delivery terms
 - Warranty
 - Maintenance availability
 - Administrative costs
 - Compatibility of an item within the user's environment
 - User's familiarity with the item or service
 - d) A request for submittal of a firm-fixed total price for labor and/or products which are no higher than prices in the LaPS contract.

- 2) Submit the Request for Response to at least three (3) LaPS contract holders, whenever available, offering functionally equivalent products and/or services that will meet the agency's needs.
- 3) Evaluate Responses and Select the Contractor to Receive the Order:
 - a) After responses have been evaluated, the order shall be placed with the contractor that represents the best value that meets the agency's needs. The ordering agency should give preference to Small-Entrepreneurships or Small and Emerging Businesses when two or more contractors can provide the services and/or products at the same firm-fixed price.
 - b) The ordering agency shall document in the procurement file the evaluation of the contractors' responses that formed the basis for selection. The documentation shall identify the contractor from which the services and/or products were purchased, the services and/or products purchased, and the cost of the resulting purchase order.
 - c) Purchases shall not be artificially divided to avoid the re-requirements of this section when recurring requirements for same products are known.
- 4) Nothing herein relieves a state agency from following Office of Information Technology requirements for submission of IT 10 requests, for annual IT budget requests, or mid-year budget adjustment requests.

45. SIGNATURE AUTHORITY

In accordance with L.R.S. 39:1594(c)(4), the requirement of evidence of authority to sign and submit LaMAS Agreements to the State of Louisiana. You must indicate which of the following apply to the signer of this Agreement.

Please circle one:

1. The signer of this Agreement 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 agreement is completed.
2. The signer of the Agreement is a representative of the vendor authorized to submit this Agreement as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. If this applies a copy of resolution, certification, or other supportive documents must be attached hereto.
3. The vendor has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit agreement for public contracts. A copy of the applicable document must be submitted to this office before contract agreement is completed.
4. The signer of the agreement has been designated by the vendor as authorized to submit agreement on the vendor's registration on file with this office.

46. SIGNATURE BLOCKS

The parties acknowledge and accept the terms and conditions of this Agreement In witness whereof, the parties have signed this Agreement.

THE STATE OF LOUISIANA
OFFICE OF STATE PURCHASING

Sandra G. Gillen, CPPB

Name of Authorized Representative

Sandra G. Gillen

SIGNATURE / Director of Purchasing

5.12.14

DATE

CONTRACTOR
LDV, Inc.

Nancy Strelow

Name of Authorized Representative

Nancy Strelow Vice President

SIGNATURE / TITLE

4/16/14

DATE

**ATTACHMENT A
LOUISIANA DISTRIBUTORS**

Federal ID No.: 72-0733887
Company Name: Southland Fire & Safety Equipment
Contact: Bert Prejean
Address: 1918 South Southland Avenue

City: Gonzales State: LA
Zip: 70737
Phone No.: 225-621-3473
Fax No.: 225-621-3490
Email: bert@southlandfireandsafety.com

Federal ID No.: _____
Company Name: _____
Contact: _____
Address: _____

City: _____ State: _____
Zip: _____
Phone No.: _____
Fax No.: _____
Email: _____

Federal ID No.: _____
Company Name: _____
Contact: _____
Address: _____

City: _____ State: _____
Zip: _____
Phone No.: _____
Fax No.: _____
Email: _____

Federal ID No.: _____
Company Name: _____
Contact: _____
Address: _____

City: _____ State: _____
Zip: _____
Phone No.: _____
Fax No.: _____
Email: _____

Federal ID No.: _____
Company Name: _____
Contact: _____
Address: _____

City: _____ State: _____
Zip: _____
Phone No.: _____
Fax No.: _____
Email: _____

Federal ID No.: _____
Company Name: _____
Contact: _____
Address: _____

City: _____ State: _____
Zip: _____
Phone No.: _____
Fax No.: _____
Email: _____

All LaMAS Agreement holders & distributors should:

Complete registration in the State's Vendor Registration website, link below:
http://www.doa.louisiana.gov/osp/vendor_index.htm

Be registered with the La. Secretary of State's Office, phone: (225) 925-4704, link below:
<http://www.sos.la.gov/BusinessServices/FileBusinessDocuments/Pages/default.aspx>

Supply a current W9 Form to State purchasing, link below:
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>