



STATE OF LOUISIANA

Competitive Contract

Vendor: 310012698
Company
PITNEY BOWES INC.
MAILING SYSTEM DIVISION
3006 RUE D ORLEANS
BATON ROUGE LA 70810
Phone : 225-751-3184
Fax : 225-755-6041

T Number: 90407
Version: 3
LAPS Contract: No
Fiscal Year: 2017
Min.Ord.Value: 0.00
Distributor Contract: No
PCard:Yes
Co-op Agreement:Yes

Contract number: 4400011467
Description: Pitney Bowes Mailing BN Equipment

Buyer Information

Name: RUFUS NWOGU
Tel Number: 225-342-8019
Email: rufus.nwogu@la.gov

SEBD Vendor: No
SEHI Vendor: No
VSE Vendor: No
DVSE Vendor: No
Contract Valid Dates:
06/21/2017 - 06/30/2018

Supplier Text: THIS IS A STATEWIDE CONTRACT FOR MAILING EQUIPMENT. THIS CONTRACT IS FOR USE BY STATE AND QUASI GOVERNMENT AGENCIES AND POLITICAL SUB-DIVISIONS.

THE CONTRACT BEGINS JULY 1, 2017 AND ENDS JUNE 30, 2018 WITH TWO ADDITIONAL TWELVE (12) MONTH RENEWAL OPTIONS.

PLEASE SEE ATTACHED PRICE SHEET FOR PRICING AND LINE ITEM DESCRIPTION.

THE ACTIVE DATES FOR THIS CONTRACT ARE JULY 01, 2017 - JUNE 30, 2018. THIS CONTRACT IS ACTIVATED FOR FISCAL YEAR 18 ORDERING PURPOSES ONLY.

Contract to provide Pitney Bowes Brand Name Mailing Equipment

Contact person: Denise Beychok
Telephone: 225-767-9401
Email: denise.beychok@pb.com

Hot Line 1-800-522-0020 for Technical Assistance

Authorized Service Representatives:

Louisiana Mailing & Shipping
3625 Florida Avenue
Kenner, LA 70065

Recommending Approval: _____

Approved by: _____

Phone: 504-466-2011
Contact: Earl Tice
Email: ectice@bellsouth.net

Notice to Vendor:

Line	Material No. ----- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
1		PITNEY BOWES BN MAILING EQUIPMENT Pitney Bowes Statewide Mail Machine Maintenance and supplies. SEE ATTACHED "PRICING SHEET" WITH LINE ITEM DESCRIPTIONS. PITNEY BOWES MAIL MACHINE MAINTENANCE - 15% DISCOUNT . PITNEY BOWES MAIL MACHINE SUPPLIES - 12% DISCOUNT.	44102100		0.00000	

Standard Terms and Conditions

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 ISSUING AGENCY 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 IV 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.

8. CONTRACT CANCELLATION

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY FOR ANY OF THE FOLLOWING REASONS: (A) MISREPRESENTATION BY THE CONTRACTOR; (B) CONTRACTOR'S FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE OF LOUISIANA; (C) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (D) ABUSIVE OR BELLIGERENT CONDUCT BY CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF THE STATE; (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE PROCUREMENT CODE (LA. R.S. 39:1551 ET SEQ.) AND ITS CORRESPONDING REGULATIONS; OR, (F) ANY LISTED REASON FOR DEBARMENT UNDER LA. R.S. 39:1672.

THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION: OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. THE STATE SHALL PAY CONTRACTOR FOR, IF APPLICABLE: (A) DELIVERABLES IN PROGRESS; (B) THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY; AND, (C) FOR TRANSACTION-BASED SERVICES UP TO THE DATE OF TERMINATION, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT FOR CAUSE BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION FOR ANY OF THE FOLLOWING

Contract number: 4400011467
T Number: 90407

Vendor: 310012698
Distributor Contract: NO

Page
4 of 4

NON-EXCLUSIVE REASONS: (A) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (B) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; OR, (C) ANY OTHER BREACH OF CONTRACT.



State of Louisiana
Bid Invitation
Special Terms and Conditions
Contract Number 4400011467

TERM CONTRACT GENERAL CONDITIONS

SUBSTITUTES: ONLY BRANDS AND NUMBERS STATED IN THE AWARD ARE APPROVED FOR DELIVERY UNDER THIS CONTRACT AND ANY SUBSTITUTION MUST RECEIVE PRIOR WRITTEN APPROVAL OF THE DIRECTOR OF STATE PROCUREMENT OR DESIGNEE.

PRICES: PRICES SHALL BE INCLUSIVE OF BASIC INSTALLATION, FREIGHT, INSTRUCTIONAL MANUAL RELATIVE TO OPERATION AND MAINTENANCE OF EQUIPMENT, USER ORIENTATION FOR EQUIPMENT, INSIDE DELIVERY, UNPACKING, ASSEMBLY OF ALL COMPONENTS, AND REMOVAL OF ALL ASSOCIATED DEBRIS FROM PREMISES.

PRICE REDUCTIONS: WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PROCUREMENT. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.

DELIVERIES: CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERY.

INVOICES: INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE ORDER NUMBER, QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.

PAYMENT: PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION FOR FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.

CONTRACT REVISIONS: REQUESTS FOR REVISIONS TO THIS CONTRACT MUST BE ADDRESSED TO THE DIRECTOR OF STATE PROCUREMENT AND SHALL REFER TO THE CONTRACT ITEM NUMBER WITH JUSTIFICATION OF THE REQUEST. DISTRIBUTOR VENDOR CHANGES, PRICE REDUCTIONS AND JUSTIFIABLE ITEM DELETIONS MAY BE CONSIDERED DURING THE CONTRACT PERIOD. NEW ITEM ADDITIONS MAY BE CONSIDERED ONLY WHEN STATE PROCUREMENT HAS DETERMINED ADDITIONS WILL BE OF SUBSTANTIAL BENEFIT TO THE STATE AND WILL JUSTIFY THE TIME, EFFORT AND COST REQUIRED TO MAKE SUCH ADDITION.

CONTRACTOR MUST IMMEDIATELY NOTIFY THE OFFICE OF STATE PROCUREMENT WHEN ANY DEALER ON THIS CONTRACT IS TERMINATED, RELOCATED OR ADDED. ALL ORDERS PLACED WITH DEALERS PRIOR TO RECEIPT OF SUCH NOTIFICATION BY THE OFFICE OF STATE PROCUREMENT MUST BE HONORED. REVISIONS WILL BECOME EFFECTIVE ONLY UPON APPROVAL BY THE DIRECTOR OF STATE PROCUREMENT OR DESIGNEE. BIDDER SHOULD INCLUDE WITH BID

CONTRACT NOTES

1. EQUIPMENT RENTAL

SOLELY FOR DMT PRODUCTS IDENTIFIED IN THE DMT PRODUCTS TAB MADE PART OF THE PITNEY BOWES PRICE BOOK, THERE SHALL BE AN ANNUAL EQUIPMENT RENTAL CAP FOR DMT PRODUCTS OF NO MORE THAN \$500,000.00 (THE "DMT PRODUCTS RENTAL CAP"). THIS DMT PRODUCTS RENTAL CAP MAY BE CHANGED TO A HIGHER ANNUAL RENTAL AMOUNT UPON MUTUAL WRITTEN AGREEMENT OF PITNEY BOWES AND THE STATE OF LOUISIANA. THE DMT PRODUCTS RENTAL CAP IS LIMITED TO RENTAL OF DMT PRODUCTS AND DOES NOT APPLY TO PURCHASE OF DMT PRODUCTS, WHICH HAS NO CAP".

2. SOFTWARE

FOR SOME SPECIFIC SOFTWARE SOLUTIONS, A SOFTWARE LICENSE AND MAINTENANCE AGREEMENT MAY BE REQUIRED, SOME AS A NON-NEGOTIABLE CLICK THROUGH, WHILE OTHERS PITNEY BOWES MAY BE WILLING TO NEGOTIATE A MUTUALLY AGREEABLE SOFTWARE LICENSE AND MAINTENANCE AGREEMENT IN GOOD FAITH.

WE HAVE ATTACHED HERETO THE PITNEY BOWES SOFTWARE LICENSE AND MAINTENANCE AGREEMENT THAT WOULD BE REQUIRED BASED ON THE PRODUCTS OFFERED TO THE STATE OF LOUISIANA AT THIS TIME. BELOW IS A LIST OF THE SOFTWARE LICENSES INCLUDED, AS WELL AS A LINK FOR YOUR CONVENIENCE. PLEASE NOTE THAT THE DMT SOFTWARE LICENSES ARE NOT INCLUDED IN THE LINK BELOW, AND MUST BE PHYSICALLY PRESENTED TO AN END-USER AT THE TIME OF THE ORDER.

<http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. It will only be applicable to the products referenced below the link and no signature required on the agreements. The Purchase Order will supersede the agreements.

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

A LIST OF ALL PERSONS, IN ADDITION TO THE SIGNER OF THE BID, WHO ARE AUTHORIZED TO REQUEST REVISIONS TO THIS CONTRACT.

CONTRACTUAL PERIOD: THE STATE OF LOUISIANA INTENDS TO AWARD ALL ITEMS FOR AN INITIAL PERIOD, NOT TO EXCEED 12 MONTHS. DELAYS IN AWARDING, BEYOND THE ANTICIPATED STARTING DATE, MAY RESULT IN A CHANGE IN THE CONTRACT PERIOD. IF THE SITUATION OCCURS, AN AWARD MAY BE MADE FOR LESS THAN 12 MONTHS.

QUANTITIES: THIS IS AN OPEN-ENDED REQUIREMENTS CONTRACT. QUANTITIES SHOWN ARE BASED ON THE PREVIOUS CONTRACT USAGE OR ESTIMATES. WHERE USAGE IS NOT AVAILABLE, A QUANTITY OF 1 INDICATES A LACK OF HISTORY ON THIS ITEM. THE SUCCESSFUL BIDDER MUST SUPPLY AT BID PRICES ACTUAL REQUIREMENTS AS ORDERED WHETHER THE TOTAL OF SUCH REQUIREMENTS IS MORE OR LESS THAN THE QUANTITIES SHOWN.

ORDERS: ALL STATE AGENCIES ARE TO ISSUE CONTRACT PURCHASE ORDERS FOR THE ITEMS REQUIRED, AS AND WHEN NEEDED. POLITICAL SUBDIVISIONS OF THE STATE AND QUASI AGENCIES WHO HAVE BEEN AUTHORIZED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PROCUREMENT, ARE TO ISSUE THEIR REGULAR PURCHASE ORDERS DIRECTLY TO THE SUPPLIER, MAKING REFERENCE TO THE CONTRACT AND ITEM NUMBER.

DELIVERY: DELIVERIES SHALL BE F.O.B. AGENCY.

RISK OF LOSS/PASSAGE OF TITLE: TITLE TO THE EQUIPMENT PURCHASED UNDER THIS CONTRACT SHALL PASS FROM THE CONTACTOR TO THE STATE ON THE DATE OF ACCEPTANCE AND/OR INSTALLATION OF THE EQUIPMENT. PRIOR TO THE PASSAGE OF TITLE, ALL RISK OF LOSS OR DAMAGE SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

WRITTEN FACTORY INSTRUCTIONS: SUCCESSFUL BIDDER WILL FURNISH WRITTEN FACTORY INSTRUCTIONS FOR THE OPERATION AND MAINTENANCE OF THE EQUIPMENT PURCHASED.

DEMONSTRATION: SUCCESSFUL BIDDER WILL FURNISH A REPRESENTATIVE TO DEMONSTRATE THE OPERATION AND MAINTENANCE OF EQUIPMENT.

EQUIPMENT RENTAL

1. THE RENTAL COST IS INCLUSIVE OF ALL FEATURES SPECIFIED, FULL PREVENTATIVE MAINTENANCE, EMERGENCY CALLS, PARTS, LABOR, DELIVERY/PICKUP COST, INSTALLATION CHARGES, ADAPTERS, INTERFACES, AND ALL OTHER CHARGES REQUIRED TO KEEP THE EQUIPMENT FULLY OPERATIONAL AND MAINTAINED IN GOOD WORKING CONDITION.
2. THE PURPOSE OF THE RENTAL PORTION OF THIS CONTRACT IS TO ESTABLISH MONTH TO MONTH RENTAL PRICING FOR RENTAL PLACEMENTS DURING THE CONTRACT PERIOD.
3. A LOANER OF EQUAL MAKE AND MODEL SHALL BE PROVIDED BY THE PRIME CONTRACTOR, AT NO ADDITIONAL EXPENSE TO THE USING AGENCY, FOR EQUIPMENT COVERED UNDER THIS RENTAL WHICH CANNOT BE REPAIRED AND IN GOOD WORKING CONDITION WITHIN SIXTEEN (16) WORKING HOURS OF THE AGENCY'S REQUEST FOR SERVICE.

ADDITIONALLY, THE INVOICE FOR RENTAL WILL BE REDUCED BY ONE- THIRTIETH (1/30) OF THE MONTHLY BASE CHARGE FOR EACH DAY THE EQUIPMENT IS NOT FULLY OPERATIONAL AND FULLY CONFIGURED AND THERE IS NO OPERABLE EQUAL LOANER AT THE AGENCY LOCATION.

4. ALL RENTALS PROVIDED IN THIS CONTRACT ARE CONTINGENT UPON LEGISLATIVE APPROPRIATION OF FUNDS.

5. FOR DISCONTINUATION OF A RENTAL PRIOR TO THE END OF THE CONTRACT PERIOD, THE USING AGENCY WILL BE REQUIRED TO GIVE THIRTY (30) DAYS WRITTEN NOTICE EXCEPT FOR REASONS OF (A) NON-APPROPRIATION OF FUNDS BY THE LEGISLATURE, OR (B) THE END OF THE RENTAL PERIOD IDENTIFIED IN THE RELEASE ORDER, OR (C) DEFAULT OF THE SUCCESSFUL BIDDER, OR (D) THE END OF THE FISCAL YEAR.

RENTAL OF EQUIPMENT, EXCLUDING METER RENTALS: RENTAL EQUIPMENT WILL BE REPLACED WITH NEW EQUIPMENT AT THE END OF EACH THREE (3) YEAR RENTAL PERIOD.

FORCE MAJEURE: IN THE EVENT OF A FORCE MAJEURE EVENT THAT CAUSES THE CLOSURE OF THE FACILITY WHERE THE EQUIPMENT IS LOCATED OR OTHERWISE PREVENTS THE FACILITY FROM BEING OPERATIONAL, THE STATE/AGENCY SHALL NOT BE LIABLE FOR PAYMENT UNDER THIS CONTRACT UNTIL SUCH TIME AS THE FACILITY ONCE AGAIN IS OPEN AND OPERATIONAL.

FULL SERVICE MAINTENANCE OF OFFICE EQUIPMENT

SUCCESSFUL BIDDER IS REQUIRED TO HAVE AUTHORIZED SERVICE CENTER(S) OR AUTHORIZED SERVICE DEALER(S) LOCATED WITHIN, OR NEAR THE STATE OF LOUISIANA, IN ORDER TO PROVIDE THE MAINTENANCE COVERAGE LISTED.

1. THE FULL SERVICE MAINTENANCE COST IS INCLUSIVE OF ALL COST FOR FULL PREVENTATIVE MAINTENANCE, EMERGENCY CALLS, PARTS, LABOR AND ALL OTHER CHARGES REQUIRED TO KEEP THE EQUIPMENT FULLY OPERATIONAL AND MAINTAINED IN GOOD WORKING CONDITION.

2. EQUIPMENT MAINTAINED BY SUCCESSFUL BIDDER'S AUTHORIZED REPRESENTATIVE UNDER PRIOR WARRANTY AND/OR MAINTENANCE SERVICE AGREEMENTS WILL NOT BE SUBJECT TO CHARGES FOR INSPECTION AND/OR REPAIRS NECESSARY TO BRING EQUIPMENT UP TO GOOD OPERATING CONDITION EXCEPT IN INSTANCES WHERE REPAIRS REQUIRED ARE DUE TO ABUSE AND/OR NEGLIGENCE ON THE PART OF OPERATING PERSONNEL.

3. MACHINES BEING PLACED UNDER MAINTENANCE SERVICE SHALL BE IN GOOD OPERATING CONDITION AND SHALL BE SUBJECT TO PRIOR INSPECTION AT THE OPTION OF THE SUCCESSFUL BIDDER, EXCEPT AS STATED ABOVE. SUCCESSFUL BIDDER MUST SUBMIT TO AGENCIES AN ITEMIZED COST ESTIMATE (AT CONTRACT MAINTENANCE RATES) OF NECESSARY REPAIRS. USING AGENCIES MUST PROVIDE WRITTEN AUTHORIZATION TO SUCCESSFUL BIDDER PRIOR TO SUCCESSFUL BIDDER PERFORMING NECESSARY REPAIRS.

4. MAINTENANCE AGREEMENT SHALL INCLUDE BOTH PREVENTIVE MAINTENANCE AND REMEDIAL MAINTENANCE (UNSCHEDULED REPAIR SERVICE).

5. MAINTENANCE SHALL BE PERFORMED DURING NORMAL WORKING HOURS (8:00 A.M. TO 5:00 P.M., MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS).

6. SUCCESSFUL BIDDER'S SERVICE PERSONNEL MUST CONTACT AUTHORIZED PERSONNEL AT THE USING AGENCY PRIOR TO PERFORMING SERVICE INSPECTIONS.

7. SUCCESSFUL BIDDER SHALL BE AVAILABLE ON-SITE WITHIN SIXTEEN (16) WORKING HOURS, EXCLUDING HOLIDAYS AND WEEKENDS.

8. PAYMENT WILL BE MADE FOR THE NUMBER OF MONTHS IN WHICH SERVICE WAS ACTUALLY RENDERED.

9. FOR DISCONTINUATION OF MAINTENANCE PRIOR TO THE END OF THE CONTRACT PERIOD, THE USING AGENCY WILL BE REQUIRED TO GIVE THIRTY (30) DAYS WRITTEN NOTICE EXCEPT FOR REASONS OF (A) NON-APPROPRIATION OF FUNDS BY THE LEGISLATURE, OR (B) THE END OF THE MAINTENANCE PERIOD IDENTIFIED IN THE ORDER, OR (C) DEFAULT OF THE SUCCESSFUL BIDDER, OR (D) THE END OF THE FISCAL YEAR.

10. PLEASE LIST AUTHORIZED SERVICE CENTER(S) OR AUTHORIZED SERVICE DEALER(S) BELOW. INCLUDE COMPLETE NAME, ADDRESS, PHONE, FAX NUMBERS, AND CONTACT PERSON. USE ADDITIONAL PAPER OR BACK OF PAGE IF NECESSARY TO LIST ADDITIONAL SERVICE CENTER(S) OR DEALER(S).

NAME: LOUISIANA MAILING AND SHIPPING

ADDRESS: 3625 FLORIDA AVENUE KENNER, LA 70065

EMAIL: ectice@bellsouth.net

CONTACT PERSON: EARL TICE

PHONE: 504- 466-2011

FAX: _____ - _____ - _____

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. WORKERS COMPENSATION

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

2. COMMERCIAL GENERAL LIABILITY

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

3. AUTOMOBILE LIABILITY

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

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEDUCTIBLES AND SELF-INSURED RETENTIONS.

C. OTHER INSURANCE PROVISIONS

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

1. GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES

A. THE AGENCY, IT'S 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 BELOW THOSE REQUIRED ABOVE EXCEPT AFTER 30 DAYS WRITTEN NOTICE HAS BEEN GIVEN TO THE AGENCY. TEN-DAY WRITTEN NOTICE OF CANCELLATION IS ACCEPTABLE FOR NON-PAYMENT OF PREMIUM. NOTIFICATIONS SHALL COMPLY WITH THE STANDARD CANCELLATION PROVISIONS IN THE CONTRACTOR'S POLICY.

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

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

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

D. ACCEPTABILITY OF INSURERS

ALL REQUIRED INSURANCE SHALL BE PROVIDED BY A COMPANY OR COMPANIES LAWFULLY AUTHORIZED TO DO BUSINESS IN THE JURISDICTION IN WHICH THE PROJECT IS LOCATED. INSURANCE SHALL BE PLACED WITH INSURERS WITH A A.M. BEST'S RATING OF A-: VI OR HIGHER. THIS RATING REQUIREMENT MAY BE WAIVED FOR WORKERS COMPENSATION COVERAGE ONLY.

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 CANCELLATION PROVISION ENDORSEMENT FOR EACH INSURANCE POLICY 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

CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND MAINTAINING THE CERTIFICATES PROVIDED BY EACH SUBCONTRACTOR. SUBCONTRACTORS SHALL BE SUBJECT TO ALL OF THE REQUIREMENTS STATED HEREIN. THE AGENCY RESERVES THE RIGHT TO REQUEST COPIES OF SUBCONTRACTOR'S CERTIFICATES AT ANY TIME.

G. WORKERS COMPENSATION INDEMNITY

IN THE EVENT CONTRACTOR IS NOT REQUIRED TO PROVIDE OR ELECTS NOT TO PROVIDE WORKERS COMPENSATION COVERAGE, THE PARTIES HEREBY AGREE THAT CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES WILL HAVE NO CAUSE OF ACTION AGAINST, AND WILL NOT ASSERT A CLAIM AGAINST, THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES AS AN EMPLOYER, WHETHER PURSUANT TO THE LOUISIANA WORKERS COMPENSATION ACT OR OTHERWISE, UNDER ANY CIRCUMSTANCE. THE PARTIES ALSO HEREBY AGREE THAT THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES SHALL IN NO CIRCUMSTANCE BE, OR CONSIDERED AS, THE EMPLOYER OR STATUTORY EMPLOYER OF CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES. THE PARTIES FURTHER AGREE THAT CONTRACTOR IS A WHOLLY INDEPENDENT CONTRACTOR AND IS EXCLUSIVELY RESPONSIBLE FOR ITS EMPLOYEES, OWNERS, AND AGENTS. CONTRACTOR HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES HARMLESS FROM ANY SUCH ASSERTION OR CLAIM THAT MAY ARISE

FROM THE PERFORMANCE OF THIS CONTRACT.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

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

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

I. NO THIRD PARTY BENEFICIARIES:

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

CONSULTATION: CONTRACTOR SHALL BE AVAILABLE FOR CONSULTATION SERVICE THROUGH USE OF A "HOT LINE" TELEPHONE NUMBER. LIST THIS TELEPHONE NUMBER FOR USERS TO CALL WHEN TECHNICAL ASSISTANCE IS NEEDED.

AREA CODE AND TELEPHONE NUMBER: 877-213-7284 PRESS 1

DELIVERY: ITEMS FURNISHED TO BE DELIVERED TO THE AGENCY, UNCRATED, SET IN PLACE (NOT INSTALLED), AND ALL DEBRIS REMOVED FROM THE PREMISES BY THE SUCCESSFUL VENDOR.

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

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

UNITED STATES POSTAL SERVICE (USPS) REGULATIONS: ALL MAILING EQUIPMENT BID UNDER THIS CONTRACT SHALL BE IN COMPLIANCE WITH UNITED STATES POSTAL SERVICE (USPS) REGULATIONS AND REQUIREMENTS. THIS INCLUDES BARCODING REQUIREMENTS FOR REDUCED RATES AND DECERTIFICATION OF MECHANICAL POSTAGE METERS AND THE USPS ACKNOWLEDGEMENT OF DEPOSIT.

BRAND NAME CONTRACTS: BRAND NAME CONTRACTS ARE EXPECTED TO HAVE \$50,000 USAGE ANNUALLY. 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 PROCUREMENT WILL CONSIDER CONTRACT PURCHASES FROM BOTH STATE AGENCIES AND POLITICAL SUBDIVISIONS. THE INABILITY OR FAILURE TO TIMELY PRODUCE USAGE REPORTS EVIDENCING ADEQUATE SALES VOLUMES MAY RESULT IN CANCELLATION OF YOUR BRAND NAME CONTRACT FOR A PERIOD OF TWO (2) YEARS.

WARRANTY: EQUIPMENT PURCHASED UNDER THIS CONTRACT SHALL BE WARRANTED FOR A MINIMUM OF NINETY (90) DAYS COMMENCING UPON DATE OF ACCEPTANCE OF ITEM BY THE AGENCY.

EQUIPMENT: ALL EQUIPMENT SHALL REMAIN THE PROPERTY OF THE VENDOR AND SHALL BE REMOVED FROM PREMISES UPON THE TERMINATION OF THE CONTRACT.

CONTRACT PERIOD: THIS CONTRACT SHALL BE EFFECTIVE FOR THE PERIOD BEGINNING JULY 1, 2017 OR DATE OF AWARD, WHICHEVER IS LATER, AND ENDING JUNE 30, 2018.

CONTINUATION OF CONTRACT: "THE CONTINUATION OF THIS 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 A 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 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 CONTRACT, THE CONTRACT SHALL TERMINATE ON THE DATE OF THE BEGINNING OF THE FIRST FISCAL YEAR FOR WHICH FUNDS ARE NOT APPROPRIATED."

ADMINISTRATIVE FEE

THE STATE SHALL BE DUE A MINIMUM 1% ADMINISTRATIVE FEE OR REBATE TO BE PAYABLE TO THE STATE OF LOUISIANA, OFFICE OF STATE PROCUREMENT IN EXCHANGE FOR THE MANAGEMENT AND FACILITATION OF THE CONTRACT(S) RESULTING FROM THIS SOLICITATION. THE CALCULATION OF THE ADMINISTRATIVE FEE OR REBATE INCLUDES ANY ENTITY RECEIVING CONTRACT PRICING RESULTING FROM THE AWARDED CONTRACTS. THE ADMINISTRATIVE FEE OR REBATE SHALL BE SUBMITTED QUARTERLY AND SHALL BE BASED ON THE TOTAL NET (GROSS SALES MINUS RETURNS, CREDITS AND DEDUCTIONS) SALES MADE TO ENTITIES LOCATED IN THE STATE OF LOUISIANA UNDER THE CONTRACT. THE CHECK IS TO BE MADE PAYABLE TO THE STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF STATE PROCUREMENT. THE CHECK IS TO BE MAILED TO THE OFFICE OF STATE PROCUREMENT, ATTN: CAROLINE EIDSON, EITHER THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT: P. O. BOX 94095, BATON ROUGE, LA 70804-9095; OR THROUGH A COURIER SERVICE TO OUR PHYSICAL LOCATION AT: 1201 NORTH 3RD STREET, SUITE 2-160, BATON ROUGE, LA 70802. THE CALCULATION OF THE ADMINISTRATIVE FEE OR REBATE SHALL BEGIN IMMEDIATELY UPON EXECUTION OF THE CONTRACT AND PAYMENT SHALL BE MADE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

<u>QUARTER</u>	<u>PAYMENT PERIOD</u>	<u>PAYMENT DUE DATE</u>
FIRST QUARTER	JULY 1 THROUGH SEPTEMBER 30	OCTOBER 31
SECOND QUARTER	OCTOBER 1 THROUGH DECEMBER 31	JANUARY 31
THIRD QUARTER	JANUARY 1 THROUGH MARCH 31	APRIL 30
FOURTH QUARTER	APRIL 1 THROUGH JUNE 30	JULY 31

CONTRACT USAGE REPORTS:

THE CONTRACTOR SHALL SUBMIT DETAILED CONTRACT USAGE REPORTS **QUARTERLY** TO THE OFFICE OF STATE PROCUREMENT CONTRACTS MANAGER FOR THE CONTRACT IN ACCORDANCE WITH THE BELOW SCHEDULE. INITIATION AND SUBMISSION OF THE QUARTERLY REPORTS TO THE OFFICE OF STATE PROCUREMENT IS THE RESPONSIBILITY OF THE CONTRACTOR WITHOUT PROMPTING OR NOTIFICATION BY THE OFFICE OF STATE PROCUREMENT CONTRACTS MANAGER. IF THESE REPORTS ARE NOT SUBMITTED IN A TIMELY MANNER, THE OFFICE OF STATE PROCUREMENT SHALL HAVE THE RIGHT TO TERMINATE THE CONTRACT.

THE SPECIFIC USAGE REPORT CONTENT, SCOPE, AND FORMAT REQUIREMENTS IS AVAILABLE ON THE OFFICE OF STATE PROCUREMENT WEBSITE UNDER PROCUREMENT/ONLINE FORMS/VENDOR FORMS:

[HTTP://WWW.DOA.LA.GOV/PAGES/OSP/VENDORCENTER/FORMS/INDEX.ASPX](http://www.doa.la.gov/pages/osp/vendorcenter/forms/index.aspx).

IN ADDITION, THE PERSON'S NAME WHO COMPLIES THE REPORT AND THEIR CONTACT INFORMATION SHALL BE PROVIDED. THE OFFICE OF STATE PROCUREMENT RESERVES THE RIGHT TO REQUEST COPIES OF ANY PURCHASE ORDERS ISSUED AGAINST THE CONTRACT.

THE USAGE REPORTS SHALL BE SUBMITTED UTILIZING THIS FORMAT OR AN EQUIVALENT FORMAT THAT HAS BEEN PRE-APPROVED BY THE OFFICE OF STATE PROCUREMENT.

SCHEDULE FOR SUBMITTAL OF USAGE REPORTS:

<u>QUARTER</u>	<u>REPORTING PERIOD</u>	<u>DUE DATE</u>
FIRST QUARTER	JULY 1 THROUGH SEPTEMBER 30	OCTOBER 31
SECOND QUARTER	OCTOBER 1 THROUGH DECEMBER 31	JANUARY 31
THIRD QUARTER	JANUARY 1 THROUGH MARCH 31	APRIL 30
FOURTH QUARTER	APRIL 1 THROUGH JUNE 30	JULY 31

IF THERE ARE ANY QUESTIONS REGARDING THIS CONTRACT, YOU SHOULD CONTACT RUFUS NWOGU AT (225) 342-8019 OR BY EMAIL TO RUFUS.NWOGU@GOV IMMEDIATELY .



State of Louisiana
Bid Invitation
Special Terms and Conditions
Contract Number 4400011467

TERM CONTRACT GENERAL CONDITIONS

SUBSTITUTES: ONLY BRANDS AND NUMBERS STATED IN THE AWARD ARE APPROVED FOR DELIVERY UNDER THIS CONTRACT AND ANY SUBSTITUTION MUST RECEIVE PRIOR WRITTEN APPROVAL OF THE DIRECTOR OF STATE PROCUREMENT OR DESIGNEE.

PRICES: PRICES SHALL BE INCLUSIVE OF BASIC INSTALLATION, FREIGHT, INSTRUCTIONAL MANUAL RELATIVE TO OPERATION AND MAINTENANCE OF EQUIPMENT, USER ORIENTATION FOR EQUIPMENT, INSIDE DELIVERY, UNPACKING, ASSEMBLY OF ALL COMPONENTS, AND REMOVAL OF ALL ASSOCIATED DEBRIS FROM PREMISES.

PRICE REDUCTIONS: WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PROCUREMENT. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.

DELIVERIES: CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERY.

INVOICES: INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE ORDER NUMBER, QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.

PAYMENT: PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION FOR FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.

CONTRACT REVISIONS: REQUESTS FOR REVISIONS TO THIS CONTRACT MUST BE ADDRESSED TO THE DIRECTOR OF STATE PROCUREMENT AND SHALL REFER TO THE CONTRACT ITEM NUMBER WITH JUSTIFICATION OF THE REQUEST. DISTRIBUTOR VENDOR CHANGES, PRICE REDUCTIONS AND JUSTIFIABLE ITEM DELETIONS MAY BE CONSIDERED DURING THE CONTRACT PERIOD. NEW ITEM ADDITIONS MAY BE CONSIDERED ONLY WHEN STATE PROCUREMENT HAS DETERMINED ADDITIONS WILL BE OF SUBSTANTIAL BENEFIT TO THE STATE AND WILL JUSTIFY THE TIME, EFFORT AND COST REQUIRED TO MAKE SUCH ADDITION.

CONTRACTOR MUST IMMEDIATELY NOTIFY THE OFFICE OF STATE PROCUREMENT WHEN ANY DEALER ON THIS CONTRACT IS TERMINATED, RELOCATED OR ADDED. ALL ORDERS PLACED WITH DEALERS PRIOR TO RECEIPT OF SUCH NOTIFICATION BY THE OFFICE OF STATE PROCUREMENT MUST BE HONORED. REVISIONS WILL BECOME EFFECTIVE ONLY UPON APPROVAL BY THE DIRECTOR OF STATE PROCUREMENT OR DESIGNEE. BIDDER SHOULD INCLUDE WITH BID

CONTRACT NOTES

1. EQUIPMENT RENTAL

SOLELY FOR DMT PRODUCTS IDENTIFIED IN THE DMT PRODUCTS TAB MADE PART OF THE PITNEY BOWES PRICE BOOK, THERE SHALL BE AN ANNUAL EQUIPMENT RENTAL CAP FOR DMT PRODUCTS OF NO MORE THAN \$500,000.00 (THE "DMT PRODUCTS RENTAL CAP"). THIS DMT PRODUCTS RENTAL CAP MAY BE CHANGED TO A HIGHER ANNUAL RENTAL AMOUNT UPON MUTUAL WRITTEN AGREEMENT OF PITNEY BOWES AND THE STATE OF LOUISIANA. THE DMT PRODUCTS RENTAL CAP IS LIMITED TO RENTAL OF DMT PRODUCTS AND DOES NOT APPLY TO PURCHASE OF DMT PRODUCTS, WHICH HAS NO CAP".

2. SOFTWARE

FOR SOME SPECIFIC SOFTWARE SOLUTIONS, A SOFTWARE LICENSE AND MAINTENANCE AGREEMENT MAY BE REQUIRED, SOME AS A NON-NEGOTIABLE CLICK THROUGH, WHILE OTHERS PITNEY BOWES MAY BE WILLING TO NEGOTIATE A MUTUALLY AGREEABLE SOFTWARE LICENSE AND MAINTENANCE AGREEMENT IN GOOD FAITH.

WE HAVE ATTACHED HERETO THE PITNEY BOWES SOFTWARE LICENSE AND MAINTENANCE AGREEMENT THAT WOULD BE REQUIRED BASED ON THE PRODUCTS OFFERED TO THE STATE OF LOUISIANA AT THIS TIME. BELOW IS A LIST OF THE SOFTWARE LICENSES INCLUDED, AS WELL AS A LINK FOR YOUR CONVENIENCE. PLEASE NOTE THAT THE DMT SOFTWARE LICENSES ARE NOT INCLUDED IN THE LINK BELOW, AND MUST BE PHYSICALLY PRESENTED TO AN END-USER AT THE TIME OF THE ORDER.

<http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. It will only be applicable to the products referenced below the link and no signature required on the agreements. The Purchase Order will supersede the agreements.

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

A LIST OF ALL PERSONS, IN ADDITION TO THE SIGNER OF THE BID, WHO ARE AUTHORIZED TO REQUEST REVISIONS TO THIS CONTRACT.

CONTRACTUAL PERIOD: THE STATE OF LOUISIANA INTENDS TO AWARD ALL ITEMS FOR AN INITIAL PERIOD, NOT TO EXCEED 12 MONTHS. DELAYS IN AWARDING, BEYOND THE ANTICIPATED STARTING DATE, MAY RESULT IN A CHANGE IN THE CONTRACT PERIOD. IF THE SITUATION OCCURS, AN AWARD MAY BE MADE FOR LESS THAN 12 MONTHS.

QUANTITIES: THIS IS AN OPEN-ENDED REQUIREMENTS CONTRACT. QUANTITIES SHOWN ARE BASED ON THE PREVIOUS CONTRACT USAGE OR ESTIMATES. WHERE USAGE IS NOT AVAILABLE, A QUANTITY OF 1 INDICATES A LACK OF HISTORY ON THIS ITEM. THE SUCCESSFUL BIDDER MUST SUPPLY AT BID PRICES ACTUAL REQUIREMENTS AS ORDERED WHETHER THE TOTAL OF SUCH REQUIREMENTS IS MORE OR LESS THAN THE QUANTITIES SHOWN.

ORDERS: ALL STATE AGENCIES ARE TO ISSUE CONTRACT PURCHASE ORDERS FOR THE ITEMS REQUIRED, AS AND WHEN NEEDED. POLITICAL SUBDIVISIONS OF THE STATE AND QUASI AGENCIES WHO HAVE BEEN AUTHORIZED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PROCUREMENT, ARE TO ISSUE THEIR REGULAR PURCHASE ORDERS DIRECTLY TO THE SUPPLIER, MAKING REFERENCE TO THE CONTRACT AND ITEM NUMBER.

DELIVERY: DELIVERIES SHALL BE F.O.B. AGENCY.

RISK OF LOSS/PASSAGE OF TITLE: TITLE TO THE EQUIPMENT PURCHASED UNDER THIS CONTRACT SHALL PASS FROM THE CONTACTOR TO THE STATE ON THE DATE OF ACCEPTANCE AND/OR INSTALLATION OF THE EQUIPMENT. PRIOR TO THE PASSAGE OF TITLE, ALL RISK OF LOSS OR DAMAGE SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

WRITTEN FACTORY INSTRUCTIONS: SUCCESSFUL BIDDER WILL FURNISH WRITTEN FACTORY INSTRUCTIONS FOR THE OPERATION AND MAINTENANCE OF THE EQUIPMENT PURCHASED.

DEMONSTRATION: SUCCESSFUL BIDDER WILL FURNISH A REPRESENTATIVE TO DEMONSTRATE THE OPERATION AND MAINTENANCE OF EQUIPMENT.

EQUIPMENT RENTAL

1. THE RENTAL COST IS INCLUSIVE OF ALL FEATURES SPECIFIED, FULL PREVENTATIVE MAINTENANCE, EMERGENCY CALLS, PARTS, LABOR, DELIVERY/PICKUP COST, INSTALLATION CHARGES, ADAPTERS, INTERFACES, AND ALL OTHER CHARGES REQUIRED TO KEEP THE EQUIPMENT FULLY OPERATIONAL AND MAINTAINED IN GOOD WORKING CONDITION.

2. THE PURPOSE OF THE RENTAL PORTION OF THIS CONTRACT IS TO ESTABLISH MONTH TO MONTH RENTAL PRICING FOR RENTAL PLACEMENTS DURING THE CONTRACT PERIOD.

3. A LOANER OF EQUAL MAKE AND MODEL SHALL BE PROVIDED BY THE PRIME CONTRACTOR, AT NO ADDITIONAL EXPENSE TO THE USING AGENCY, FOR EQUIPMENT COVERED UNDER THIS RENTAL WHICH CANNOT BE REPAIRED AND IN GOOD WORKING CONDITION WITHIN SIXTEEN (16) WORKING HOURS OF THE AGENCY'S REQUEST FOR SERVICE.

ADDITIONALLY, THE INVOICE FOR RENTAL WILL BE REDUCED BY ONE- THIRTIETH (1/30) OF THE MONTHLY BASE CHARGE FOR EACH DAY THE EQUIPMENT IS NOT FULLY OPERATIONAL AND FULLY CONFIGURED AND THERE IS NO OPERABLE EQUAL LOANER AT THE AGENCY LOCATION.

4. ALL RENTALS PROVIDED IN THIS CONTRACT ARE CONTINGENT UPON LEGISLATIVE APPROPRIATION OF FUNDS.

5. FOR DISCONTINUATION OF A RENTAL PRIOR TO THE END OF THE CONTRACT PERIOD, THE USING AGENCY WILL BE REQUIRED TO GIVE THIRTY (30) DAYS WRITTEN NOTICE EXCEPT FOR REASONS OF (A) NON-APPROPRIATION OF FUNDS BY THE LEGISLATURE, OR (B) THE END OF THE RENTAL PERIOD IDENTIFIED IN THE RELEASE ORDER, OR (C) DEFAULT OF THE SUCCESSFUL BIDDER, OR (D) THE END OF THE FISCAL YEAR.

RENTAL OF EQUIPMENT, EXCLUDING METER RENTALS: RENTAL EQUIPMENT WILL BE REPLACED WITH NEW EQUIPMENT AT THE END OF EACH THREE (3) YEAR RENTAL PERIOD.

FORCE MAJEURE: IN THE EVENT OF A FORCE MAJEURE EVENT THAT CAUSES THE CLOSURE OF THE FACILITY WHERE THE EQUIPMENT IS LOCATED OR OTHERWISE PREVENTS THE FACILITY FROM BEING OPERATIONAL, THE STATE/AGENCY SHALL NOT BE LIABLE FOR PAYMENT UNDER THIS CONTRACT UNTIL SUCH TIME AS THE FACILITY ONCE AGAIN IS OPEN AND OPERATIONAL.

FULL SERVICE MAINTENANCE OF OFFICE EQUIPMENT

SUCCESSFUL BIDDER IS REQUIRED TO HAVE AUTHORIZED SERVICE CENTER(S) OR AUTHORIZED SERVICE DEALER(S) LOCATED WITHIN, OR NEAR THE STATE OF LOUISIANA, IN ORDER TO PROVIDE THE MAINTENANCE COVERAGE LISTED.

1. THE FULL SERVICE MAINTENANCE COST IS INCLUSIVE OF ALL COST FOR FULL PREVENTATIVE MAINTENANCE, EMERGENCY CALLS, PARTS, LABOR AND ALL OTHER CHARGES REQUIRED TO KEEP THE EQUIPMENT FULLY OPERATIONAL AND MAINTAINED IN GOOD WORKING CONDITION.

2. EQUIPMENT MAINTAINED BY SUCCESSFUL BIDDER'S AUTHORIZED REPRESENTATIVE UNDER PRIOR WARRANTY AND/OR MAINTENANCE SERVICE AGREEMENTS WILL NOT BE SUBJECT TO CHARGES FOR INSPECTION AND/OR REPAIRS NECESSARY TO BRING EQUIPMENT UP TO GOOD OPERATING CONDITION EXCEPT IN INSTANCES WHERE REPAIRS REQUIRED ARE DUE TO ABUSE AND/OR NEGLIGENCE ON THE PART OF OPERATING PERSONNEL.

3. MACHINES BEING PLACED UNDER MAINTENANCE SERVICE SHALL BE IN GOOD OPERATING CONDITION AND SHALL BE SUBJECT TO PRIOR INSPECTION AT THE OPTION OF THE SUCCESSFUL BIDDER, EXCEPT AS STATED ABOVE. SUCCESSFUL BIDDER MUST SUBMIT TO AGENCIES AN ITEMIZED COST ESTIMATE (AT CONTRACT MAINTENANCE RATES) OF NECESSARY REPAIRS. USING AGENCIES MUST PROVIDE WRITTEN AUTHORIZATION TO SUCCESSFUL BIDDER PRIOR TO SUCCESSFUL BIDDER PERFORMING NECESSARY REPAIRS.

4. MAINTENANCE AGREEMENT SHALL INCLUDE BOTH PREVENTIVE MAINTENANCE AND REMEDIAL MAINTENANCE (UNSCHEDULED REPAIR SERVICE).

5. MAINTENANCE SHALL BE PERFORMED DURING NORMAL WORKING HOURS (8:00 A.M. TO 5:00 P.M., MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS).

6. SUCCESSFUL BIDDER'S SERVICE PERSONNEL MUST CONTACT AUTHORIZED PERSONNEL AT THE USING AGENCY PRIOR TO PERFORMING SERVICE INSPECTIONS.

7. SUCCESSFUL BIDDER SHALL BE AVAILABLE ON-SITE WITHIN SIXTEEN (16) WORKING HOURS, EXCLUDING HOLIDAYS AND WEEKENDS.

8. PAYMENT WILL BE MADE FOR THE NUMBER OF MONTHS IN WHICH SERVICE WAS ACTUALLY RENDERED.

9. FOR DISCONTINUATION OF MAINTENANCE PRIOR TO THE END OF THE CONTRACT PERIOD, THE USING AGENCY WILL BE REQUIRED TO GIVE THIRTY (30) DAYS WRITTEN NOTICE EXCEPT FOR REASONS OF (A) NON-APPROPRIATION OF FUNDS BY THE LEGISLATURE, OR (B) THE END OF THE MAINTENANCE PERIOD IDENTIFIED IN THE ORDER, OR (C) DEFAULT OF THE SUCCESSFUL BIDDER, OR (D) THE END OF THE FISCAL YEAR.

10. PLEASE LIST AUTHORIZED SERVICE CENTER(S) OR AUTHORIZED SERVICE DEALER(S) BELOW. INCLUDE COMPLETE NAME, ADDRESS, PHONE, FAX NUMBERS, AND CONTACT PERSON. USE ADDITIONAL PAPER OR BACK OF PAGE IF NECESSARY TO LIST ADDITIONAL SERVICE CENTER(S) OR DEALER(S).

NAME: LOUISIANA MAILING AND SHIPPING

ADDRESS: 3625 FLORIDA AVENUE KENNER, LA 70065

EMAIL: ectice@bellsouth.net

CONTACT PERSON: EARL TICE

PHONE: 504- 466-2011

FAX: _____ - _____ - _____

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. WORKERS COMPENSATION

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

2. COMMERCIAL GENERAL LIABILITY

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

3. AUTOMOBILE LIABILITY

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

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEDUCTIBLES AND SELF-INSURED RETENTIONS.

C. OTHER INSURANCE PROVISIONS

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

1. GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES

A. THE AGENCY, IT'S 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 BELOW THOSE REQUIRED ABOVE EXCEPT AFTER 30 DAYS WRITTEN NOTICE HAS BEEN GIVEN TO THE AGENCY. TEN-DAY WRITTEN NOTICE OF CANCELLATION IS ACCEPTABLE FOR NON-PAYMENT OF PREMIUM. NOTIFICATIONS SHALL COMPLY WITH THE STANDARD CANCELLATION PROVISIONS IN THE CONTRACTOR'S POLICY.

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

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

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

D. ACCEPTABILITY OF INSURERS

ALL REQUIRED INSURANCE SHALL BE PROVIDED BY A COMPANY OR COMPANIES LAWFULLY AUTHORIZED TO DO BUSINESS IN THE JURISDICTION IN WHICH THE PROJECT IS LOCATED. INSURANCE SHALL BE PLACED WITH INSURERS WITH A A.M. BEST'S RATING OF A-: VI OR HIGHER. THIS RATING REQUIREMENT MAY BE WAIVED FOR WORKERS COMPENSATION COVERAGE ONLY.

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 CANCELLATION PROVISION ENDORSEMENT FOR EACH INSURANCE POLICY 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

CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND MAINTAINING THE CERTIFICATES PROVIDED BY EACH SUBCONTRACTOR. SUBCONTRACTORS SHALL BE SUBJECT TO ALL OF THE REQUIREMENTS STATED HEREIN. THE AGENCY RESERVES THE RIGHT TO REQUEST COPIES OF SUBCONTRACTOR'S CERTIFICATES AT ANY TIME.

G. WORKERS COMPENSATION INDEMNITY

IN THE EVENT CONTRACTOR IS NOT REQUIRED TO PROVIDE OR ELECTS NOT TO PROVIDE WORKERS COMPENSATION COVERAGE, THE PARTIES HEREBY AGREE THAT CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES WILL HAVE NO CAUSE OF ACTION AGAINST, AND WILL NOT ASSERT A CLAIM AGAINST, THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES AS AN EMPLOYER, WHETHER PURSUANT TO THE LOUISIANA WORKERS COMPENSATION ACT OR OTHERWISE, UNDER ANY CIRCUMSTANCE. THE PARTIES ALSO HEREBY AGREE THAT THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES SHALL IN NO CIRCUMSTANCE BE, OR CONSIDERED AS, THE EMPLOYER OR STATUTORY EMPLOYER OF CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES. THE PARTIES FURTHER AGREE THAT CONTRACTOR IS A WHOLLY INDEPENDENT CONTRACTOR AND IS EXCLUSIVELY RESPONSIBLE FOR ITS EMPLOYEES, OWNERS, AND AGENTS. CONTRACTOR HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES HARMLESS FROM ANY SUCH ASSERTION OR CLAIM THAT MAY ARISE

FROM THE PERFORMANCE OF THIS CONTRACT.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

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

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

I. NO THIRD PARTY BENEFICIARIES:

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

CONSULTATION: CONTRACTOR SHALL BE AVAILABLE FOR CONSULTATION SERVICE THROUGH USE OF A "HOT LINE" TELEPHONE NUMBER. LIST THIS TELEPHONE NUMBER FOR USERS TO CALL WHEN TECHNICAL ASSISTANCE IS NEEDED.

AREA CODE AND TELEPHONE NUMBER: 877-213-7284 PRESS 1

DELIVERY: ITEMS FURNISHED TO BE DELIVERED TO THE AGENCY, UNCRATED, SET IN PLACE (NOT INSTALLED), AND ALL DEBRIS REMOVED FROM THE PREMISES BY THE SUCCESSFUL VENDOR.

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

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

UNITED STATES POSTAL SERVICE (USPS) REGULATIONS: ALL MAILING EQUIPMENT BID UNDER THIS CONTRACT SHALL BE IN COMPLIANCE WITH UNITED STATES POSTAL SERVICE (USPS) REGULATIONS AND REQUIREMENTS. THIS INCLUDES BARCODING REQUIREMENTS FOR REDUCED RATES AND DECERTIFICATION OF MECHANICAL POSTAGE METERS AND THE USPS ACKNOWLEDGEMENT OF DEPOSIT.

BRAND NAME CONTRACTS: BRAND NAME CONTRACTS ARE EXPECTED TO HAVE \$50,000 USAGE ANNUALLY. 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 PROCUREMENT WILL CONSIDER CONTRACT PURCHASES FROM BOTH STATE AGENCIES AND POLITICAL SUBDIVISIONS. THE INABILITY OR FAILURE TO TIMELY PRODUCE USAGE REPORTS EVIDENCING ADEQUATE SALES VOLUMES MAY RESULT IN CANCELLATION OF YOUR BRAND NAME CONTRACT FOR A PERIOD OF TWO (2) YEARS.

WARRANTY: EQUIPMENT PURCHASED UNDER THIS CONTRACT SHALL BE WARRANTED FOR A MINIMUM OF NINETY (90) DAYS COMMENCING UPON DATE OF ACCEPTANCE OF ITEM BY THE AGENCY.

EQUIPMENT: ALL EQUIPMENT SHALL REMAIN THE PROPERTY OF THE VENDOR AND SHALL BE REMOVED FROM PREMISES UPON THE TERMINATION OF THE CONTRACT.

CONTRACT PERIOD: THIS CONTRACT SHALL BE EFFECTIVE FOR THE PERIOD BEGINNING JULY 1, 2017 OR DATE OF AWARD, WHICHEVER IS LATER, AND ENDING JUNE 30, 2018.

CONTINUATION OF CONTRACT: "THE CONTINUATION OF THIS 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 A 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 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 CONTRACT, THE CONTRACT SHALL TERMINATE ON THE DATE OF THE BEGINNING OF THE FIRST FISCAL YEAR FOR WHICH FUNDS ARE NOT APPROPRIATED."

ADMINISTRATIVE FEE

THE STATE SHALL BE DUE A MINIMUM 1% ADMINISTRATIVE FEE OR REBATE TO BE PAYABLE TO THE STATE OF LOUISIANA, OFFICE OF STATE PROCUREMENT IN EXCHANGE FOR THE MANAGEMENT AND FACILITATION OF THE CONTRACT(S) RESULTING FROM THIS SOLICITATION. THE CALCULATION OF THE ADMINISTRATIVE FEE OR REBATE INCLUDES ANY ENTITY RECEIVING CONTRACT PRICING RESULTING FROM THE AWARDED CONTRACTS. THE ADMINISTRATIVE FEE OR REBATE SHALL BE SUBMITTED QUARTERLY AND SHALL BE BASED ON THE TOTAL NET (GROSS SALES MINUS RETURNS, CREDITS AND DEDUCTIONS) SALES MADE TO ENTITIES LOCATED IN THE STATE OF LOUISIANA UNDER THE CONTRACT. THE CHECK IS TO BE MADE PAYABLE TO THE STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF STATE PROCUREMENT. THE CHECK IS TO BE MAILED TO THE OFFICE OF STATE PROCUREMENT, ATTN: CAROLINE EIDSON, EITHER THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT: P. O. BOX 94095, BATON ROUGE, LA 70804-9095; OR THROUGH A COURIER SERVICE TO OUR PHYSICAL LOCATION AT: 1201 NORTH 3RD STREET, SUITE 2-160, BATON ROUGE, LA 70802. THE CALCULATION OF THE ADMINISTRATIVE FEE OR REBATE SHALL BEGIN IMMEDIATELY UPON EXECUTION OF THE CONTRACT AND PAYMENT SHALL BE MADE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

<u>QUARTER</u>	<u>PAYMENT PERIOD</u>	<u>PAYMENT DUE DATE</u>
FIRST QUARTER	JULY 1 THROUGH SEPTEMBER 30	OCTOBER 31
SECOND QUARTER	OCTOBER 1 THROUGH DECEMBER 31	JANUARY 31
THIRD QUARTER	JANUARY 1 THROUGH MARCH 31	APRIL 30
FOURTH QUARTER	APRIL 1 THROUGH JUNE 30	JULY 31

CONTRACT USAGE REPORTS:

THE CONTRACTOR SHALL SUBMIT DETAILED CONTRACT USAGE REPORTS **QUARTERLY** TO THE OFFICE OF STATE PROCUREMENT CONTRACTS MANAGER FOR THE CONTRACT IN ACCORDANCE WITH THE BELOW SCHEDULE. INITIATION AND SUBMISSION OF THE QUARTERLY REPORTS TO THE OFFICE OF STATE PROCUREMENT IS THE RESPONSIBILITY OF THE CONTRACTOR WITHOUT PROMPTING OR NOTIFICATION BY THE OFFICE OF STATE PROCUREMENT CONTRACTS MANAGER. IF THESE REPORTS ARE NOT SUBMITTED IN A TIMELY MANNER, THE OFFICE OF STATE PROCUREMENT SHALL HAVE THE RIGHT TO TERMINATE THE CONTRACT.

THE SPECIFIC USAGE REPORT CONTENT, SCOPE, AND FORMAT REQUIREMENTS IS AVAILABLE ON THE OFFICE OF STATE PROCUREMENT WEBSITE UNDER PROCUREMENT/ONLINE FORMS/VENDOR FORMS:

[HTTP://WWW.DOA.LA.GOV/PAGES/OSP/VENDORCENTER/FORMS/INDEX.ASPX](http://www.doa.la.gov/pages/osp/vendorcenter/forms/index.aspx).

IN ADDITION, THE PERSON'S NAME WHO COMPLIES THE REPORT AND THEIR CONTACT INFORMATION SHALL BE PROVIDED. THE OFFICE OF STATE PROCUREMENT RESERVES THE RIGHT TO REQUEST COPIES OF ANY PURCHASE ORDERS ISSUED AGAINST THE CONTRACT.

THE USAGE REPORTS SHALL BE SUBMITTED UTILIZING THIS FORMAT OR AN EQUIVALENT FORMAT THAT HAS BEEN PRE-APPROVED BY THE OFFICE OF STATE PROCUREMENT.

SCHEDULE FOR SUBMITTAL OF USAGE REPORTS:

<u>QUARTER</u>	<u>REPORTING PERIOD</u>	<u>DUE DATE</u>
FIRST QUARTER	JULY 1 THROUGH SEPTEMBER 30	OCTOBER 31
SECOND QUARTER	OCTOBER 1 THROUGH DECEMBER 31	JANUARY 31
THIRD QUARTER	JANUARY 1 THROUGH MARCH 31	APRIL 30
FOURTH QUARTER	APRIL 1 THROUGH JUNE 30	JULY 31

IF THERE ARE ANY QUESTIONS REGARDING THIS CONTRACT, YOU SHOULD CONTACT RUFUS NWOGU AT (225) 342-8019 OR BY EMAIL TO RUFUS.NWOGU@GOV IMMEDIATELY .
