



# STATE OF LOUISIANA

Office of State Procurement  
INVITATION TO BID

**RESPONSES MUST BE RECEIVED BY**  
05/16/2024  
02:00 PM CST

Vendor No.: \_\_\_\_\_  
Solicitation: 3000022958  
Opening Date: 05/16/2024

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

**Ship To Address:**  
DOC LA STATE PENITENTIARY-909 WAREHOUSE  
17544 TUNICA TRACE - HWY 66  
ANGOLA, LA 70712

**TO SUBMIT AN ELECTRONIC ONLINE RESPONSE CLICK THE LINK BELOW**

**SUBMIT FAX RESPONSE TO:**  
Fax Number: 225-342-9756

**SUBMIT NON-ELECTRONIC RESPONSE TO:**  
Office of State Procurement  
1201 N. Third Street, Suite 2-160  
Baton Rouge, LA 70802

**RFx Number:** 3000022958  
**Version:** 1  
**Buyer:** RENEE BULLOCK  
**Buyer Phone:** 225-342-8066  
**E-Mail:** renee.bullock@la.gov  
**Scheduled Begin Date:**  
**Scheduled End Date:**  
**T-Number:**

### ONLINE BID RESPONSE LINK

[https://lagoverpvendor.doa.louisiana.gov/rfx?sapsrm\\_boid=567620E9FB031EEF83C1CAF9801C54FC](https://lagoverpvendor.doa.louisiana.gov/rfx?sapsrm_boid=567620E9FB031EEF83C1CAF9801C54FC)

QUESTIONS TO BE COMPLETED BY VENDOR	Required
1. _____ Have you reviewed all attachments to the bid invitation and answered all questions?	YES
2. _____ Have you entered pricing, or attached the pricing sheet (if applicable) to the bid response?	YES
3. _____ Have you attached / included all required files to the bid response?	YES
4. _____ Have you attached the signature page to the bid response?	YES
5. _____ Delivery will be made this number of days After Receipt of Order (ARO)	NO
6. _____ %discount for payment made within 30 days. Discounts for payment made in less than 30 days, of less than 1%, or applicable to an indefinite quantity contract will be accepted but will not be an award consideration.	NO

**Name of Solicitation:** \*SiteVisit\*FaxBid\* Control Panel

**RFx text:**

\*\*\*\*\*FAX BID\*\*\*\*\*

This is an online bid opportunity. Bidders are invited to submit bids online via the link on this bid invitation. Online bidding instructions are attached to this bid invitation. All vendors must be registered in the LaGov system in order to: submit an online bid, have their bids tabulated by our office, and to

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

receive automatic email notifications of bid opportunities.

To register as a vendor, access the following link:

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

Please include a W-9 form with your bid if you are newly registered. Do not register again if you are already registered in the system.

Please print all attachments to ensure all documents related to this solicitation are reviewed prior to bidding.

All documents associated with this solicitation should be included in the bidder's submission.

Bid Documents Include:

Attachment A – Special Terms and Conditions – Pages 1-7

Attachment B – Online Bidding Instructions – Pages 1-10

Bid delivery instructions for the Office of State Procurement:  
 Refer to Page 1 in Attachment A – Special Terms and Conditions

Method of Award:

It is the intent of the State to award this contract on an individual basis to the lowest responsive, responsible bidder(s) meeting the specifications. The State further reserves the right to reject individual line items from the award.

Non-Mandatory Jobsite Visit:

Contact Danielle Matherne at either (225) 655-2589 or Danielle.Matherne@la.gov.  
 See page 7 of Attachment A – Special Terms and Conditions for more information.

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
1	<p><b>Product Category:56111600</b>                      Control Panel for Electric Pump</p> <p>Control Panel for Electric Pump</p> <p>** Each item must be compatible and work as a single unit whole together for a complete control board.</p> <p>** Control board must be made up of all of the individual parts listed:</p> <p>** Must be compatible with Crown 143080, series PO8LA-13D Pump</p> <p>** Furnish Only</p> <p>1) Circuit Breaker                      * Brand: Schneider Square D or equal                      * Model: HGL36150 or equal                      * Power Pact H</p>	1	EA		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	<p>* 150 Amps            * 3 Pole            * 600 VAC            * 18 kA            * Thermal magnetic            * Operator included            * Control type: toggle            * Frequency: 50/60 HZ</p> <p>Specify Brand Bidding: _____            Specify Model Bidding: _____            Specify Amps Bidding: _____            Specify Bidding 3 Pole: Yes_____ No_____            Specify VAC Bidding: _____            Specify kA Bidding: _____            Specify Bidding Thermal magnetic: Yes_____ No_____            Specify Bidding Operator included: Yes_____ No_____            Specify Control type Bidding: _____            Specify Frequency Bidding: _____</p> <p>2) Surge Protective Device            * Brand: Citel or equal            * Model: DS43S-480 or equal            * Type 2 AC            * MOV technology            * 20 kA            * IMAX discharge current: 120kA            * Protection mode: Common/differential            * Pluggable module for each phase            * Network: 800 Volt            * 3-phase            * Nominal line voltage: 480 vac</p> <p>Specify Brand Bidding: _____            Specify Model Bidding: _____            Specify Bidding Type 2 AC: Yes_____ No_____            Specify Bidding MOV technology: Yes_____ No_____            Specify kA Bidding: _____</p>				

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Specify IMAX discharge current Bidding (kA): _____				
	Specify Protection mode Bidding: _____				
	Specify Bidding Pluggable module for each phase: Yes _____ No _____				
	Specify Bidding 800 Volt Network: Yes _____ No _____				
	Specify Bidding 3-phase: Yes _____ No _____				
	Specify Nominal line voltage Bidding: _____				
	3) Circuit Breaker * Brand: Schneider Square D or equal * Model: BDL36080LV or equal * Quantity: 2 * Power PacT B Frame * 80 A * 3 pole * 14 kA * 600Y/347 VAC * Thermal magnetic * Control type: toggle * Network frequency- 50/60 HZ				
	Specify Brand Bidding: _____				
	Specify Model Bidding: _____				
	Specify Quantity Bidding: _____				
	Specify Bidding 80 A: Yes _____ No _____				
	Specify Bidding 3 pole: Yes _____ No _____				
	Specify kA Bidding: _____				
	Specify Bidding 600Y/347 VAC: Yes _____ No _____				
	Specify Bidding Thermal magnetic: Yes _____ No _____				
	Specify Control type Bidding: _____				
	Specify Network frequency Bidding: _____				
	4) Line Reactor * Brand: MTE or equal * Model: MTERL05502 or equal				

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	<p>* Quantity: 2            * Reactor amps: 55A            * 67 Watt            * 40 HP            * 480 V            * 60 Hz            * Open reactor</p> <p>Specify Brand Bidding: _____            Specify Model Bidding: _____            Specify Quantity Bidding: _____            Specify Reactor amps Bidding: _____            Specify Watt Bidding: _____            Specify HP Bidding: _____            Specify Bidding 480 Volt: Yes _____ No _____            Specify Bidding 60 Hz: Yes _____ No _____</p> <p>5) Inverter            * Brand: Fuji or equal            * Model: FRN040G1S4U or equal            * Quantity: 2            * 40 HP            * 460 Volt            * 3-phase            * Multiple power ratings            * Single phase input            * 24 VDC power supply</p> <p>Specify Brand Bidding: _____            Specify Model Bidding: _____            Specify Quantity Bidding: _____            Specify HP Bidding: _____            Specify Bidding 460 Volt: Yes _____ No _____            Specify Bidding 3-phase: Yes _____ No _____            Specify Bidding Multiple power ratings:            Yes _____ No _____</p>				

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	<p>Specify Bidding Single phase input: Yes_____ No_____</p> <p>Specify Bidding 24 VDC power supply: Yes_____ No_____</p> <p>6) Instrument Cover            * Brand: Schaefer or equal            * Model: SPRHC16123W-SP or equal            * N3R            Specify Brand Bidding: _____            Specify Model Bidding: _____            Specify Bidding N3R: Yes_____ No_____</p> <p>7) Control Power Transformer            * Brand: Siemens or equal            * Model: MT0250A or equal            * 1-phase            * 250 VA rating            * Primary Voltage: 240 x 480 &amp; 230 x 460            * Secondary Voltage: 120/115/110 VAC            * 240 / 480 Primary 1            * Design of housing- open            * Screw type terminals            Specify Brand Bidding: _____            Specify Model Bidding: _____            Specify Bidding 1-phase: Yes_____ No_____            Specify Bidding 250 VA rating: Yes_____ No_____            Specify Primary Voltage Bidding: _____            Specify Secondary Voltage Bidding: _____            Specify Bidding Screw type terminals:            Yes_____ No_____</p> <p>8) Miniature Circuit Breaker            * Brand: Schneider or equal            * Model: M9F43201 or equal            * Multi9 Range            * Distribution device            * 2 poles            * 1 A            * D curve            * 10KA</p>				

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	* Primary protection for control power transformer * Thermal magnetic * Network type: AC DC  Specify Brand Bidding: _____  Specify Model Bidding: _____  Specify Bidding Distribution device: Yes_____ No_____  Specify Bidding 2 poles: Yes_____ No_____  Specify Bidding 1 A: Yes_____ No_____  Specify Bidding D curve: Yes_____ No_____  Specify kA Bidding: _____  Specify Bidding Thermal magnetic: Yes_____ No_____  Specify Network type Bidding: _____  9) Miniature Circuit Breaker * Brand: Schneider or equal * Model: M9F43104 or equal * Multi9 Range * C60BP * 1 pole * 4A * D curve * 14 kA * Secondary protection for control power * Transformer * Distribution device * 1-phase * Thermal magnetic * Network type: AC DC  Specify Brand Bidding: _____  Specify Model Bidding: _____  Specify Bidding C60BP: Yes_____ No_____  Specify Bidding 1 pole: Yes_____ No_____  Specify Bidding 4A: Yes_____ No_____  Specify Bidding D curve: Yes_____ No_____  				

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Specify kA Bidding: _____				
	Specify Bidding 1 -phase: Yes _____ No _____				
	Specify Bidding Thermal magnetic: Yes _____ No _____				
	Specify Network type Bidding: _____				
	Specify Bidding Distribution device: Yes _____ No _____				
	10) Enclosure * Brand: Saginaw or equal * Model: SCE-48EL3616LP-05 or equal * EL Enclosure * Dimensions: 48" H x 36" W X 16" D * Carbon steel * Gray powder coating inside and out * Seams continuously welded				
	Specify Brand Bidding: _____				
	Specify Model Bidding: _____				
	Specify Dimensions Bidding: _____				
	Specify Bidding Carbon steel: Yes _____ No _____				
	Specify Bidding Gray powder coating inside and out: Yes _____ No _____				
	Specify Bidding Seams continuously welded: Yes _____ No _____				
	11) Mounting Bracket Kit * Brand: Hoffman or equal * Model: CMFK or equal * Plated * Plastic mounting foot kits rated for 500 lbs * Sealing washers included * Stainless steel and plastic mounting rated to type 4X * Four brackets per kit * NEMA 4 * Hardware included				
	Specify Brand Bidding: _____				
	Specify Model Bidding: _____				
	Specify Bidding Mounting foot kits rated for 500 lbs.:				



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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	<p>Yes_____ No_____</p> <p>Specify Bidding Sealing washers included: Yes_____ No_____</p> <p>Specify Bidding Mounting rated to type 4X: Yes_____ No_____</p> <p>Specify Number of brackets per kit Bidding:_____</p> <p>Specify Bidding NEMA 4: Yes_____ No_____</p> <p>Specify Bidding Hardware included: Yes_____ No_____</p> <p>Specify Delivery Days ARO:_____</p>				

## INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED, WRITTEN IN INK OR SUBMITTED ONLINE VIA THE VENDOR PORTAL, WHICHEVER IS APPLICABLE. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK OR SUBMITTED ONLINE VIA THE VENDOR PORTAL, WHICHEVER IS APPLICABLE.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: ADDRESSED IN THE SPECIAL TERMS AND CONDITIONS SECTION IF APPLICABLE.
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED: ADDRESSED IN THE SPECIAL TERMS AND CONDITIONS SECTION.
7. DESIRED DELIVERY: ADDRESSED IN THE SPECIAL TERMS AND CONDITIONS SECTION.
8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL TERMS AND CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
9. IMPORTANT: BY SIGNING THE BID OR SUBMITTING THE BID ONLINE VIA THE VENDOR PORTAL (WHICHEVER IS APPLICABLE) THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK OR SUBMITTED ONLINE VIA THE VENDOR PORTAL, WHICHEVER IS APPLICABLE, BY A PERSON AUTHORIZED TO BIND THE VENDOR. ALL BID INFORMATION SHALL BE IN INK, TYPEWRITTEN, OR SUBMITTED ONLINE VIA THE VENDOR PORTAL, WHICHEVER IS APPLICABLE.
10. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.
11. CONFERENCE: ADDRESSED IN THE SPECIAL TERMS AND CONDITIONS SECTION IF APPLICABLE.

### 12. BID FORMS

ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED AND PROPERLY SIGNED. BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
- B. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS

BIDS MUST BE FAXED TO THE NUMBER INDICATED, RECEIVED AT THE ADDRESS SPECIFIED, OR SUBMITTED VIA THE ONLINE VENDOR PORTAL, AS SPECIFIED IN THE SOLICITATION, WHICHEVER IS APPLICABLE, PRIOR TO TIME AND DATE INDICATED IN ORDER TO BE CONSIDERED. FAX ALTERATIONS, NOT INVOLVING PRICING, TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED THE BID FORM AND FAXED ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE THE BID OPENING. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.

### 13. STANDARDS OF QUALITY

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, AND ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

**14. DESCRIPTIVE INFORMATION**

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

**15. RECEIPT OF FAX BIDS**

NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED IN ACCORDANCE WITH LA R.S. 44.1. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS.

**16. PRICES**

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

**17. DELIVERIES**

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

**18. TAXES**

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

**19. NEW PRODUCTS**

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

**20. CONTRACT RENEWALS**

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

**21. 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 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.

**22. DEFAULT OF CONTRACTOR**

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

**23. ORDER OF PRIORITY**

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

**24. APPLICABLE LAW**

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

**25. COMPLIANCE WITH CIVIL RIGHTS LAWS**

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

**26. ADA ACCESSIBILITY REQUIREMENTS**

IF APPLICABLE, THE CONTRACTOR WARRANTS IT WILL COMPLY WITH FEDERAL AND STATE DISABILITIES LAWS AND REGULATIONS AND ALSO WARRANTS THAT THE PRODUCTS AND SERVICES PROVIDED CONFORM TO THE APPLICABLE ACCESSIBILITY REQUIREMENTS OF WCAG 2.1 LEVEL AA OR THE MOST CURRENT VERSION (THE "ACCESSIBILITY STANDARDS"), SECTION 508 OF THE REHABILITATION ACT OF 1973, AND THE AMERICANS WITH DISABILITIES ACT. THE CONTRACTOR AGREES TO PROMPTLY RESPOND TO AND RESOLVE ANY COMPLAINT REGARDING ACCESSIBILITY OF ITS PRODUCTS AND SERVICES. IF AT ANY TIME, PRODUCTS AND SERVICES PROVIDED UNDER THIS CONTRACT DO NOT FULLY CONFORM TO THE ACCESSIBILITY STANDARDS, CONTRACTOR SHALL IMMEDIATELY ADVISE THE STATE OF LOUISIANA OFFICE OF STATE PROCUREMENT (THE "STATE") IN WRITING OF THE NONCONFORMANCE AND SHALL PROVIDE THE STATE A PLAN TO ACHIEVE CONFORMANCE TO THE ACCESSIBILITY STANDARDS, INCLUDING BUT NOT LIMITED TO, AN INTENDED TIMELINE FOR CONFORMANCE. CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE STATE FROM ANY CLAIMS OR DAMAGES ARISING OUT OF ITS FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH. FAILURE TO COMPLY WITH THESE REQUIREMENTS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND MAY BE GROUNDS FOR TERMINATION OF THIS CONTRACT BY THE STATE.

**27. INDEMNITY**

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

28. IN ACCORDANCE WITH THE PROVISIONS OF R.S. 39: 2192, IN AWARDING CONTRACTS AFTER AUGUST 15, 2010, ANY PUBLIC ENTITY IS AUTHORIZED TO REJECT A PROPOSAL OR BID FROM, OR NOT AWARD THE CONTRACT TO, A BUSINESS IN WHICH ANY INDIVIDUAL WITH AN OWNERSHIP INTEREST OF FIVE PERCENT OR MORE, HAS BEEN CONVICTED OF, OR HAS ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO ANY STATE FELONY OR EQUIVALENT FEDERAL FELONY CRIME COMMITTED IN THE SOLICITATION OR EXECUTION OF A CONTRACT OR BID AWARDED UNDER THE LAWS GOVERNING PUBLIC CONTRACTS UNDER THE PROVISIONS OF CHAPTER 10 OF TITLE 38 OF THE LOUISIANA REVISED STATUTES OF 1950, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.

**29. FEDERAL CLAUSES, IF APPLICABLE**

**ANTI-KICKBACK CLAUSE**

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATE DICTATED BY THE COPELAND "ANTI-KICKBACK" ACT WHICH PROVIDES THAT EACH CONTRACTOR OR SUBGRANTEE SHALL BE PROHIBITED FROM INDUCING, BY ANY MEANS, ANY PERSON EMPLOYED IN THE COMPLETION OF WORK, TO GIVE UP ANY PART OF THE COMPENSATION TO WHICH HE IS OTHERWISE ENTITLED.

**CLEAN AIR ACT**

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN AIR ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

**ENERGY POLICY AND CONSERVATION ACT**

THE CONTRACTOR HEREBY RECOGNIZES THE MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED IN THE STATE ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT (P.L. 94-163).

**CLEAN WATER ACT**

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

**ANTI-LOBBYING AND DEBARMENT ACT**

THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUTES IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.

**30. SECRETARY OF STATE REGISTRATION**

IN ACCORDANCE WITH LOUISIANA LAW, ALL CORPORATIONS (SEE, LA R.S. 12:262.1) AND LIMITED LIABILITY COMPANIES (SEE, LA R.S. 12:1308.2) MUST BE IN GOOD STANDING WITH THE LOUISIANA SECRETARY OF STATE IN ORDER TO HOLD A PURCHASE ORDER AND/OR CONTRACT OVER \$25,000.

31. ALL BID AMOUNTS SHALL BE SUBMITTED IN UNITED STATES DOLLARS.

**32. INDEPENDENT PRICE DETERMINATION**

BY SIGNING AND SUBMITTING A BID, THE BIDDER CERTIFIES THAT THE PRICE SUBMITTED WAS INDEPENDENTLY ARRIVED AT WITHOUT COLLUSION.

**33. E-VERIFY**

THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF LA R.S. 23:995 AND FEDERAL LAW PERTAINING TO E-VERIFY IN THE PERFORMANCE OF SERVICES UNDER THE CONTRACT.