



STATE OF LOUISIANA

Office of State Procurement
INVITATION TO BID

RESPONSES MUST BE
RECEIVED BY
07/16/2026
02:00 PM CST

Vendor No.: _____
Solicitation: 3000026432
Opening Date: 07/16/2026

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

Ship To Address:

La Dept of Corrections
DOC Louisiana State Penitentiary
17544 Tunica Trace
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: 3000026432
Version: 1
Buyer: LYNETTE WEEMS
Buyer Phone: 225-342-5533
E-Mail: lynette.weems2@la.gov
Scheduled Begin Date:
Scheduled End Date:
T-Number:

ONLINE BID RESPONSE LINK

https://lagoverpvendor.doa.louisiana.gov/rfx?sapsrm_boid=1E947E482E021FE19CAF398867FCC192

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: *Fax Bid* Welding Gas & Rental - DOC-LSP

RFx text:

*****FAX BID*****

This is an online bid opportunity. Bidders are invited to submit bids online via the link on this bid

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

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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 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

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

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This solicitation is to establish a Blanket Order Contract to provide Welding Gases and Cylinder Rentals as specified for the Louisiana Department of Corrections Louisiana State Penitentiary for an initial 1-year period beginning with or date of award and ending June 30, 2027. At the option of the State of Louisiana and acceptance by the Contractor, this contract may be renewed for two additional 12-month periods at the same prices, terms and conditions. Total contract time not to exceed 36 months.

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Blanket Order Contract:

Items are to be called for by the using agency as needed. No shipments are to be made until the Agency calls or otherwise submits an order for shipment of a specific quantity. Quantities are estimated, and they may be increased or decreased as needed throughout the contract period. Individual order quantities, when called for, are based on the using agency’s demand at the time of order. Minimum orders may be one unit, unless otherwise stated. A blanket order contract is not a guarantee of any quantity. Unit price should be inclusive of any freight charges. Contractor must be able to obtain and supply the item(s) at their bid price for the entire contract period and within the delivery timeframe provided for on their bid. Unused quantities must not be invoiced and will not be paid.

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Blanket Order Delivery

The State reserves the right to reject any and all vendors who cannot make delivery within the stated timeframe, as specified in the line(s) of the RFx, from the date the order is called in or otherwise submitted by the using agency.

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Method of Award:

It is the intent of the State to award this contract on an all-or-none basis to the overall lowest responsive, responsible bidder meeting the specifications. The State further reserves the right to reject individual line items from the award.

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
1	Product ID: 15800 Product Category: 12142100 NITROGEN,COMPRESSED,LARGE Note: Delivery to be called on as needed by the agency, do not ship until called for by agency. Agency will usually place orders twice a month. ***** Vendor will provide delivery drivers that can pass the necessary security background checks required by the agency, no exceptions will be allowed Vendor will provide deliveries in vehicles capable of off-loading items with no assistance from agency staff ***** Brand: Linde or Equal Item #: NI T or Equal Nitrogen Industrial Grade UN1066 Nitrogen Compressed 2.2 Size 300 Cylinder CGA580 Delivery Days ARO: 3 - 5 days Unit EA= Cylinder Specify Brand Bidding: _____ Specify Item # Bidding: _____ Specify Gas Bidding: _____ Specify Bidding Industrial Grade: Yes_____ No_____ Specify UN Number Bidding: _____ Specify Bidding DOT Classification Compressed 2.2: Yes_____ No_____ Specify Cylinder Size Bidding: _____ Specify Bidding CGA580: Yes_____ No_____ Specify Delivery Days ARO Bidding: _____	12	EA		
2	Product Category: 23271800 Rental for Nitrogen Size 300	160	EA		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Cylinder rental: * price each = per cylinder per month * to be billed at the end of each month				
3	Product ID: 15801 Product Category:12142100 NITROGEN,CYLINDER,40 CF Brand: Linde or Equal Item #: NI 40 or Equal Nitrogen Industrial Grade UN1066 Nitrogen Compressed 2.2 Size 40 Cylinder CGA580 Delivery Days ARO: 3 - 5 days Unit EA= Cylinder Specify Brand Bidding: _____ Specify Item # Bidding: _____ Specify Gas Bidding: _____ Specify Bidding Industrial Grade: Yes_____ No_____ Specify UN Number Bidding: _____ Specify Bidding Compressed Gas: Yes___ No_____ Specify Bidding DOT Classification Compressed 2.2: Yes_____ No_____ Specify Cylinder Size Bidding: _____ Specify Bidding CGA580: Yes_____ No_____ Specify Delivery Days ARO Bidding: _____	27	EA		
4	Product Category:23271800 Rental for Nitrogen, Size 40 Cylinder rental: * price each = per cylinder per month * to be billed at the end of each month	270	EA		
5	Product Category:23271800	247	EA		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Rental for Argon, Size 300 Cylinder rental: * price each = per cylinder per month * to be billed at the end of each month				
6	Product ID: 15798 Product Category:12142100 ARGON,75,25 Brand: Linde or Equal Item #: AR/CD 25 or Equal 25% Carbon Dioxide Balance Argon Industrial Grade UN1956 Compressed Gas N.O.S. (Argon, Carbon Dioxide) 2.2 Size 300/T Cylinder CGA580 Delivery Days ARO: 3 - 5 days Unit EA= Cylinder Specify Brand Bidding:_____ Specify Item # Bidding:_____ Specify Bidding 25% Carbon Dioxide balance Argon: Yes____ No____ Specify Bidding Industrial Grade: Yes____ No____ Specify UN Number Bidding: _____ Specify Bidding DOT Classification Compressed Gas N.O.S. (Argon, Carbon Dioxide) 2.2: Yes____ No____ Specify Cylinder Size Bidding: _____ Specify Bidding CGA580: Yes____ No____ Specify Delivery Days ARO Bidding: _____	45	EA		
7	Product Category:23271800 rental for AR/CD 75/25, Size 300 Cylinder rental: * price each = per cylinder per month * to be billed at the end of each month	440	EA		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
8	Product ID: 15945 Product Category: 23271800 ACETYLENE,WELDING,REGULAR Brand: Linde or Equal Item #: AC 5 or Equal Acetylene Industrial Grade UN1001 Acetylene Dissolved 2.1 Size 5 Cylinder CGA510 Delivery Days ARO: 3 - 5 Days Unit EA= Cylinder Specify Brand Bidding: _____ Specify Item # Bidding: _____ Specify Gas Bidding: _____ Specify Bidding Industrial Grade: Yes _____ No _____ Specify UN Number Bidding: _____ Specify Bidding DOT Classification Dissolved 2.1: Yes _____ No _____ Specify Cylinder Size Bidding: _____ Specify Bidding CGA510: Yes _____ No _____ Specify Delivery Days ARO Bidding: _____	30	EA		
9	Product Category: 23271800 Rental for Acetylene, Size 5 Cylinder rental: * price each = per cylinder per month * to be billed at the end of each month	380	EA		
10	Product ID: 15794 Product Category: 12142100 ACETYLENE,SIZE B,40 CU Brand: Linde or Equal Item #: AC/B or Equal Acetylene Industrial Grade	45	EA		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	UN1001 Acetylene, Dissolved 2.1 Size B Cylinder (CL UOM) CGA520 Delivery Days ARO: 3 - 5 days Unit EA= Cylinder Specify Brand Bidding: _____ Specify Item # Bidding: _____ Specify Gas Bidding: _____ Specify Bidding Industrial Grade: Yes_____ No_____ Specify UN Number Bidding: _____ Specify Bidding DOT Classification Dissolved 2.1: Yes_____ No_____ Specify Cylinder Size Bidding: _____ Specify Bidding CGA520: Yes_____ No_____ Specify Delivery Days ARO Bidding: _____				
11	Product Category:23271800 Rental for Acetylene Size B Cylinder rental: * price each = per cylinder per month * to be billed at the end of each month	515	EA		
12	Product ID: 15795 Product Category:12142100 ACETYLENE,SIZE MC BIG Brand: Linde or Equal Item #: AC/MC or Equal Acetylene Industrial Grade UN1001 Acetylene Dissolved 2.1 Size MC Cylinder (CL UOM) CGA200 Delivery Days ARO: 3 - 5 days Unit EA= Cylinder	61	EA		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Specify Brand Bidding: _____ Specify Item # Bidding: _____ Specify Gas Bidding: _____ Specify Bidding Industrial Grade: Yes_____ No_____ Specify UN Number Bidding: _____ Specify Bidding DOT Classification Dissolved 2.1: Yes_____ No_____ Specify Cylinder Size Bidding: _____ Specify Bidding CGA520: Yes_____ No_____ Specify Delivery Days ARO Bidding: _____				
13	Product Category:23271800 Rental for Acetylene Size MC Cylinder rental: * price each = per cylinder per month * to be billed at the end of each month	565	EA		
14	Product ID: 15955 Product Category:23271800 OXYGEN,WELDING,REGULAR Brand: Linde or Equal Item #: OXY K or Equal Oxygen Industrial Grade UN1072 Oxygen Compressed 2.2 (5.1) Size 200/K Cylinder CGA540 Delivery Days ARO: 3 - 5 days Unit EA= Cylinder Specify Brand Bidding: _____ Specify Item # Bidding: _____ Specify Gas Bidding: _____ Specify Bidding Industrial Grade: Yes_____ No_____	121	EA		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Specify UN Number Bidding: _____ Specify Bidding DOT Classification Dissolved 2.1: Yes_____ No_____ Specify Cylinder Size Bidding: _____ Specify Bidding CGA520: Yes_____ No_____ Specify Delivery Days ARO Bidding: _____				
15	Product Category:23271800 Rental for Oxygen Size 200/K Cylinder rental: * price each = per cylinder per month * to be billed at the end of each month	440	EA		
16	Product ID: 15804 Product Category:12142100 OXYGEN,R20,SMALL Brand: Linde or Equal Item #: OXY 20 or Equal Oxygen Industrial Grade UN1072 Oxygen Compressed 2.2 (5.1) Size 20 Cylinder CGA540 Delivery Days ARO: 3 - 5 days Unit EA= Cylinder Specify Brand Bidding: _____ Specify Item # Bidding: _____ Specify Gas Bidding: _____ Specify Bidding Industrial Grade: Yes_____ No_____ Specify UN Number Bidding: _____ Specify Bidding DOT Classification Dissolved 2.1: Yes_____ No_____ Specify Cylinder Size Bidding: _____	55	EA		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Specify Bidding CGA520: Yes_____ No_____ Specify Delivery Days ARO Bidding: _____				
17	Product Category:23271800 Rental for Oxygen Size 20 Cylinder rental: * price each = per cylinder per month * to be billed at the end of each month	440	EA		
18	Product ID: 15805 Product Category:12142100 OXYGEN,R40,LARGE Brand: Linde or Equal Item: # OXY 40 or Equal Oxygen Industrial Grade UN1072 Oxygen Compressed 2.2 (5.1) Size 40 Cylinder CGA540 Delivery Days ARO: 3 - 5 days Unit EA= Cylinder Specify Brand Bidding: _____ Specify Item # Bidding: _____ Specify Gas Bidding: _____ Specify Bidding Industrial Grade: Yes_____ No_____ Specify UN Number Bidding: _____ Specify Bidding DOT Classification Dissolved 2.1: Yes_____ No_____ Specify Cylinder Size Bidding: _____ Specify Bidding CGA520: Yes_____ No_____ Specify Delivery Days ARO Bidding: _____	44	EA		
19	Product Category:23271800 rental for OX 40	415	EA		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Cylinder rental: * price each = per cylinder per month * to be billed at the end of each month				
20	Product ID: 15797 Product Category:12142100 ARGON,75 CD 25,SIZE 80,GGA 58 Brand: Linde or Equal Item #: AR/CD 25 or Equal 25% Carbon Dioxide Balance Argon, Industrial Grade UN1856 Compressed Gas N.O.S (Argon, Carbon Dioxide) 2.2 Size 80 Cylinder CGA580 Delivery Days ARO: 3 - 5 days Unit EA= Cylinder Specify Brand Bidding: _____ Specify Item # Bidding: _____ Specify Gas Bidding: _____ Specify Bidding Industrial Grade: Yes_____ No_____ Specify UN Number Bidding: _____ Specify Bidding DOT Classification Dissolved 2.1: Yes_____ No_____ Specify Cylinder Size Bidding: _____ Specify Bidding CGA520: Yes_____ No_____ Specify Delivery Days ARO Bidding: _____	20	EA		
21	Product Category:23271800 Rental for AR/CD 75/25 Size 80 Cylinder rental: * price each = per cylinder per month * to be billed at the end of each month	132	EA		
22	Product Category:23271800 Visits	1	EA		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Agency requires vendor to perform annual cylinder audits. Vendor will need to contact agency to schedule this visit in May each year. ** In the event that the audit shows missing cylinders and vendor and agency agree on the number, agency will pay for the replacement of the missing cylinders in concurrence with the DOC approved audits.				
23	Product Category:23271800 Replacement Cylinders Nitrogen, Size 300 (if needed)	5	EA		
24	Product Category:23271800 Replacement Cylinders Nitrogen, Size 40 (if needed)	5	EA		
25	Product Category:23271800 Replacement Cylinders Argon, Size 300 (if needed)	5	EA		
26	Product Category:23271800 Replacement Cylinders AR CD 25300 (if needed) Description: Argon, Carbon Dioxide 75,25, Size 300	5	EA		
27	Product Category:23271800 Replacement Cylinders Acetylene Size 5 (if needed)	5	EA		
28	Product Category:23271800 Replacement Cylinders Acetylene Size B (if needed)	5	EA		
29	Product Category:23271800 Replacement Cylinders Acetylene Size MC (if needed)	5	EA		
30	Product Category:23271800	5	EA		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Replacement Cylinders Oxygen Size 200/K (if needed)				
31	Product Category:23271800 Replacement Cylinders Oxygen Size 20 (if needed)	5	EA		
32	Product Category:23271800 Replacement Cylinders Oxygen Size 40 (if needed)	5	EA		
33	Product Category:23271800 Replacement Cylinders AR/CD 75/25 Size80 (if needed) Description: Argon, Carbon Dioxide 75/25 Size 80	5	EA		
34	Product ID: 15796 Product Category:12142100 ARGON,100 Brand: Linde or Equal Item #: AR/300 or Equal Argon Industrial Grade UN1006 Argon Compressed 2.2 Size 300/T Cylinder CGA580 Delivery Days ARO: 3 - 5 days Unit EA= Cylinder Specify Brand Bidding: _____ Specify Item # Bidding: _____ Specify Gas Bidding: _____ Specify Bidding Industrial Grade: Yes _____ No _____ Specify UN Number Bidding: _____ Specify Bidding DOT Classification Dissolved 2.1: Yes _____ No _____	20	EA		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Specify Cylinder Size Bidding: _____ Specify Bidding CGA520: Yes_____ No_____ Specify Delivery Days ARO Bidding: _____				

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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.