STATE OF LOUISIANA

Department of Transportation & Develop.
FAX BID

RESPONSES MUST BE RECEIVED BY
11/30/2026
11:59 PM CST

SUBMIT FAX RESPONSE TO:

Fax Number: SEE DIRECTIONS BELOW

SUBMIT NON-ELECTRONIC RESPONSE TO:

RFx Number: 3000026952
Version: 1
Buyer: ADRIAN STALLONE
Buyer Phone: 225-379-1428
E-Mail: adrian.stallone@la.gov
Scheduled Begin Date:
Scheduled End Date:
T-Number:

Vendor No.:_____
Solicitation: 3000026952
Opening Date: 11/30/2026

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

Ship To Address:

Department of Transportation & Develop.
DOTD Eng&OpTraff Eng&Svc/Sec45
7686 Tom Dr
Baton Rouge, LA 70806

QUESTIONS TO BE COMPLETED BY VENDOR		Required
1._____	Delivery will be made this number of days After Receipt of Order (ARO)	NO
2._____	%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: DOTD PVC, Duct & Couplings(S45)

RFx text:
This is a request for EMAILED BIDS. Bids should be emailed to adrian.stallone@la.gov prior to the submission deadline. We are not accepting Fax bids at this time. The RFx No. should be included in the subject line. If the RFx No. is not in the subject line, your bid may not be considered for award. Online vendor portal is NOT applicable.

Please print all attachments to ensure all documents related to the RFx are reviewed prior to bidding.

Attached are copies of DOTD Specification 196-034, Rev. 1/4/2016 and DOTD Specification 196-035, Rev. 9/10/2009.

SPECIAL INSTRUCTIONS: Unit price bid must not exceed two digits to the right of the decimal point. Unit price submitted beyond two digits will be rounded off to the nearest second digit.

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

Should bid in correct unit of measure shown to be considered for award. Quote submitted in any other unit of measure may not be considered.

Terms: _____ Delivery ARO: _____

NOTE: All bidders should furnish descriptive literature with bid.

Bidder may be required to furnish literature prior to award.

All bidders should indicate the manufacturer and model number on each stock number. If manufacturer and model number is not shown, bid may not be considered for award.

DELIVERY INSTRUCTIONS: Deliveries accepted Monday through Thursday, 7:00 AM - 3:30 PM except for holidays, weekends, or times of disaster. Vendor must call (225)935-0179 or (225)935-0177 at least twenty-four (24) hours prior to delivery.

Bidders who are a Louisiana or foreign LLC or corporation should be appropriately registered with the Louisiana Secretary of State. Phone (225)925-4704 Website: www.sos.la.gov

PAYMENT: In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources, DOTD strongly encourages vendors to participate in accepting Electronic Funds Transfer (EFT) payments.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information is available at https://www.doa.la.gov/doa/osrap/vendor-information/ .

VENDOR REGISTRATION: Vendor registration should be completed in LaPac prior to bid submission. This only applies to those vendors that have not registered in LaPac.

Vendor registration must be completed prior to award.

Receipt of a solicitation or award cannot be relied upon as an assurance of receiving future solicitations. In order to receive e-mail notification of solicitations/awards from this office, you must enroll in the proper category on LaPac at the following web site: https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
1	**Product ID:** 10678 Product Category:39121300 PIPE,BELL END,PVC,2 IN X 10 FT F/ELECTRICAL WIRING, SCHEDULE 80, CANTEX NO. A53CA12, OE, DOTD SPEC. 196-035, REV. 9/10/09 Brand/Model:	30	EA	_____	_____
2	**Product ID:** 10679 Product Category:39121300 PIPE,BELL END,PVC,3 IN X 10 FT F/ELECTRICAL WIRING, SCHEDULE 80, CANTEX NO. A53CA12, OE, DOTD SPEC. 196-035, REV. 9/10/09 Brand/Model:	20	EA	_____	_____
3	**Product ID:** 10683 Product Category:39121300 ELBOW,PVC,90DEG,2 IN,9.5 IN RAD 2 IN, PLAIN END, SCHEDULE 80, STANDARD 90 DEGREE RADIUS (9.5 IN) ELBOW, CANTEX NO. 5121058, OE, DOTD SPEC. 196-035, REV. 9/10/09 Brand/Model:	200	EA	_____	_____
4	**Product ID:** 10684 Product Category:39121300 ELBOW,PVC,90DEG,3 IN,13 IN RAD 3 IN, PLAIN END, SCHEDULE 80, STANDARD 90 DEGREE RADIUS (13 IN) ELBOW, CANTEX NO. 5121060, CARLON NO. UB91L-CAR, OE, DOTD SPEC. 196-035, REV. 9/10/09 Brand/Model:	200	EA	_____	_____
5	**Product ID:** 10690 Product Category:39121300 COUPLING,PVC,COUPLING,3 IN CANTEX NO. 6141630, CARLON NO. E940L, OE, DOTD SPEC. 196-035, REV. 9/10/09 Brand/Model:	350	EA	_____	_____
6	**Product ID:** 10691 Product Category:39121300 END,BELL,MOLDED,PVC,1 IN LENGTH 1 1/4 IN., CANTEX NO. 5144005, CARLON NO. E997F-CAR, OE, DOTD SPEC. 196-035, REV. 9/10/09	50	EA	_____	_____

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	Brand/Model:				
7	**Product ID:** 10692 Product Category:39121300 END,BELL,MOLDED,PVC,2 IN LENGTH 1 7/8 IN., CANTEX NO. 5144008, CARLON NO. E997J-CAR, OE, DOTD SPEC. 196-035, REV. 9/10/09 Brand/Model:	200	EA	_____	_____
8	**Product ID:** 10693 Product Category:39121300 END,BELL,MOLDED,PVC,3 IN LENGTH 2 1/4 IN., CANTEX NO. 5144010, CARLON NO. E997L-CAR, OE, DOTD SPEC. 196-035, REV. 9/10/09 Brand/Model:	200	EA	_____	_____
9	**Product ID:** 10696 Product Category:39131700 DUCT,2 IN IPS,GRAY,SCHEDULE 80 HIGH DENSITY POLYETHYLENE, SMOOTH WALLS, PRE-LUBED, W/PULL TAPE, 3000 FT. CONTINUOUS LENGTH/REEL, F/ELECTRICAL WIRING, PETRODUCT NO. P200, OR EQUAL, DOTD SPEC 196-034, REV 1/4/2016 Brand/Model:	6,000	LF	_____	_____
10	**Product ID:** 10697 Product Category:39131700 DUCT,3 IN IPS,GRAY,SCHEDULE 80 HIGH DENSITY POLYETHYLENE, SMOOTH WALLS, PRE-LUBED, W/PULL TAPE, 1600 FT. CONTINUOUS LENGTH/REEL, F/ELECTRICAL WIRING, PETRODUCT NO. P300, OR EQUAL, DOTD SPEC 196-034, REV 1/4/2016 Brand/Model:	3,200	LF	_____	_____
11	**Product ID:** 10699 Product Category:39131700 COUPLING,PVC OUTER SHELL,2 IN,F/DUCT W/POLYURETHANE ELASTOMER INNER SLEEVE, F/ELECTRICAL WIRING, PNA NO. EL-200 OR EQUAL, DOTD SPEC 196-034, REV 1/4/2016 Brand/Model:	90	EA	_____	_____

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
12	**Product ID:** 10700 Product Category:39131700 COUPLING,PVC OUTER SHELL,3 IN,F/DUCT W/POLYRUETHANE ELASTOMER INNER SLEEVE, F/ELECTRICAL WIRING, PNA NO. EL-300 OR EQUAL, DOTD SPEC 196-034, REV 1/4/2016 Brand/Model:	50	EA	_____	_____

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, EXECEPT 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 SPECIFCATIONS 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 SUCCESFUL 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 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 SPECIFED 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 READJUSMENT 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 “ACCESSIBILTY 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.