Invitation to Bid

LSUHSC Shreveport

BIDS WILL BE PUBLICLY OPENED:

May 19,2022 02:00 PM

VENDOR NO. :
SOLICITATION : **007222**
OPENING DATE : **05/19/2022**

Return Sealed Bid to:
Purchasing Department
1501 Kings Highway
Shreveport LA 71103

BUYER : **Cox,Cynthia T.**
BUYER PHONE : **318/675-7650**
DATE ISSUED : **05/04/2022**
REQ. NO : **0074902**
FISCAL YEAR : **2022**

Cylinder Gases

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
   DIVERSE SUPPLIER
   (A) SUPPLIER UNDERSTANDS THAT LSU, AS THE STATE'S FLAGSHIP UNIVERSITY, HAS AN INTEREST IN PROVIDING ENTREPRENEURIAL OPPORTUNITIES TO DIVERSITY-OWNED BUSINESSES. THE UNIVERSITY IS DEDICATED TO PROMOTING THE GROWTH AND DEVELOPMENT OF MINORITY, WOMEN, AND SMALL AND HISTORICALLY UNDERUTILIZED BUSINESSES ("DIVERSE BUSINESSES") BY PROVIDING OPPORTUNITIES TO PARTICIPATE IN UNIVERSITY CONTRACTS.
   (B) IN SUPPORT OF THIS COMMITMENT, THE SUPPLIER SHALL USE GOOD FAITH AND BEST EFFORTS TO PROVIDE OPPORTUNITIES TO DIVERSE BUSINESSES THAT ARE EITHER CERTIFIED BY THE STATE OR ANOTHER CERTIFYING AGENCY IN A DIVERSE CATEGORY, AS A SUBCONTRACTOR OR SUPPLIER UNDER THIS AGREEMENT.
   (C) IF APPLICABLE, SUPPLIER SHALL PROVIDE LSU WITH A LIST OF DIVERSITY-OWNED BUSINESSES DURING EACH CONTRACT YEAR, THE LIST OF BUSINESSES SHOULD IDENTIFY:
      (1) THE NAME OF THE BUSINESS;
      (2) ITS PRINCIPAL OFFICE OR ADDRESS;
      (3) THE OWNER(S); AND
      (4) THE SERVICES OR GOODS THAT IT MAY PROVIDE OR SUPPLY AND THE VALUE OF THE GOODS OR SERVICES PROCURED FROM THE BUSINESSES INCLUDED ON SUPPLIER'S LIST.
   (D) TO THE EXTENT THAT ANY FEDERAL OR STATE LAW, RULE, OR REGULATION WOULD REQUIRE THAT THIS SECTION BE MODIFIED OR VOIDED, THE PARTIES AGREE THAT SUCH PROVISION CAN BE AMENDED OR SEVERED FROM THE AGREEMENT WITHOUT AFFECTING ANY OF THE OTHER TERMS OF THE AGREEMENT.
2. FILL IN ALL BLANK SPACES.
3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.
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. SPECIFY YOUR PAYMENT TERMS: _____ . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS

BY SIGNING THIS BID, THE BIDDER CERTIFIES:

* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).
* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL

VENDOR PHONE NUMBER: FAX NUMBER:	TITLE	DATE
SIGNATURE OF AUTHORIZED BIDDER (MUST BE SIGNED)	NAME OF BIDDER (TYPED OR PRINTED)	

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BE REJECTED.

* THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.

THE BIDDER FURTHER CERTIFIES:

* COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.
* THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.
* THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.
* THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).
* DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE
7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN AN ENVELOPE WITH THE BID NUMBER VISIBLE ON THE OUTSIDE. NO BID WILL BE OPENED TO DETERMINE CONTENT.
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 CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
   PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL:
   IN ACCORDANCE WITH EXECUTIVE ORDER NUMBER JBE 2018-15, EFFECTIVE MAY 22, 2018, FOR ANY CONTRACT FOR $100,000 OR MORE AND FOR ANY CONTRACTOR WITH FIVE OR MORE EMPLOYEES, CONTRACTOR, OR ANY SUBCONTRACTOR, SHALL CERTIFY IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL, AND SHALL, FOR THE DURATION OF THIS CONTRACT, REFRAIN FROM A BOYCOTT OF ISRAEL. THE STATE RESERVES THE RIGHT TO TERMINATE THIS CONTRACT IF THE CONTRACTOR, OR ANY SUBCONTRACTOR, ENGAGES IN A BOYCOTT OF ISRAEL DURING THE TERM OF THE CONTRACT.
9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).
10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.
11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.
12. STANDARDS OR 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, 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/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.
13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC 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 SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY

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COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.
15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.
16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC 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. LSUHSC 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 CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
    (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT;
    (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION;
    (3) MISREPRESENTATION BY THE CONTRACTOR;
    (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE;
    (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW;
    (6) ANY OTHER BREACH OF CONTRACT.
21. DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY 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.
22. ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.
23. APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.
24. EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.
25. SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN

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WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

26. IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, 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 UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.
27. INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.
28. ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.
29. ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.
30. PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.
    DO YOU CLAIM THIS PREFERENCE? YES _____ NO_____
    SPECIFY THE LINE NUMBER (S) _____
    SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED _____
    (NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)
    DO YOU HAVE A LOUISIANA BUSNIESS WORK FORCE? YES _____ NO _____
    IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?
    YES_____ NO_____
    FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.
    PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.
31. SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:
    31.1.A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE;
    OR
    31.2.AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT;
    OR
    31.3.AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS.
    BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.
32. AUDIT OF RECORDS: THE STATE LEGISLATIVE AUDITOR, FEDERAL AUDITORS, AND INTERNAL AUDITORS OF THE STATE SHALL HAVE THE RIGHT TO INSPECT AND AUDIT ALL TIMEKEEPING AND EXPENSE RECORDS OF THE CONTRACTING ENTITY OR ANY SUBCONTRACTOR OF THE CONTRACTING ENTITY TO SUBSTANTIATE AMOUNTS INVOICED BY SUPPLIER WITH RESPECT TO THIS AGREEMENT. THE RIGHTS OF INSPECTION AND AUDIT SHALL COMMENCE AS OF THE DATE OF THIS AGREEMENT AND SHALL

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CONTINUE FOR A PERIOD OF FIVE (5) YEARS AFTER PROJECT ACCEPTANCE OR AS REQUIRED BY APPLICABLE STATE AND FEDERAL LAW. THE CONTRACTING ENTITY AND ANY SUBCONTRACTOR OF THE CONTRACTING ENTITY SHALL MAINTAIN ALL TIMEKEEPING AND EXPENSE RECORDS RELATED TO THIS AGREEMENT FOR THE ENUMERATED FIVE (5) YEAR PERIOD.

33. CYBERSECURITY TRAINING: IN ACCORDANCE WITH LA. R.S. 42:1267(B)(3) AND THE STATE OF LOUISIANA'S INFORMATION SECURITY POLICY, IF THE CONTRACTOR, ANY OF ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS WILL HAVE ACCESS TO STATE GOVERNMENT INFORMATION TECHNOLOGY ASSETS, THE CONTRACTOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS WITH SUCH ACCESS MUST COMPLETE CYBERSECURITY TRAINING ANNUALLY, AND THE CONTRACTOR MUST PRESENT EVIDENCE OF SUCH COMPLIANCE ANNUALLY AND UPON REQUEST. THE CONTRACTOR MAY USE THE CYBERSECURITY TRAINING COURSE OFFERED BY THE LOUISIANA DEPARTMENT OF STATE CIVIL SERVICE WITHOUT ADDITIONAL COST OR MAY USE ANY ALTERNATE COURSE APPROVED IN WRITING BY THE OFFICE OF TECHNOLOGY SERVICES.

FOR PURPOSES OF THIS SECTION, "ACCESS TO STATE GOVERNMENT INFORMATION TECHNOLOGY ASSETS" MEANS THE POSSESSION OF CREDENTIALS, EQUIPMENT, OR AUTHORIZATION TO ACCESS THE INTERNAL WORKINGS OF STATE INFORMATION TECHNOLOGY SYSTEMS OR NETWORKS. EXAMPLES WOULD INCLUDE BUT NOT BE LIMITED TO STATE-ISSUED LAPTOPS, VPN CREDENTIALS TO ACCESS THE STATE NETWORK, BADGING TO ACCESS THE STATE'S TELECOMMUNICATIONS CLOSETS OR SYSTEMS, OR PERMISSIONS TO MAINTAIN OR MODIFY IT SYSTEMS USED BY THE STATE. FINAL DETERMINATION OF SCOPE INCLUSIONS OR EXCLUSIONS RELATIVE TO ACCESS TO STATE GOVERNMENT INFORMATION TECHNOLOGY ASSETS WILL BE MADE BY THE OFFICE OF TECHNOLOGY SERVICES.

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SPECIAL TERMS & CONDITIONS	
NUMBER : 007222 **OPEN DATE : 05/19/2022 TIME: 02:00 PM**	**BIDDER:**

This bid is to be effective for a period of one year from date of award. At the option of LSUHSC-S and acceptance by the vendor, this bid can be renewed for two (2) additional twelve (12) month periods at the same prices and terms.

All prices are to be firm for the duration of the bid, but wherever there is a general reduction in price which is lower than the contract price, said reduction shall be presented directly to LSUHSC-S.

Approximate quantities as set forth are estimated yearly usages only and 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. No specific quantities are guaranteed. Only those quantities required will be ordered.

FISCAL FUNDING:

The continuation of the 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 the 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 Statues of 1950 to prevent the total appropriation 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.

All bidders should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

THE UNIVERSITY RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH A 30-DAY WRITTEN NOTICE.

Vendor shall present to the Purchasing Department of LSUHSC-S a Certificate of Insurance prior to the commencement of work showing the attached coverage.

PLEASE ENSURE BID NUMBER IS ON THE OUTSIDE OF THE BID ENVELOPE/PACKAGE

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PRICE SHEET	Page 7 of 7
NUMBER : 007222 OPEN DATE : 05/19/2022 TIME: 02:00 PM	BIDDER:

UNLESS SPECIFIED ELSEWHERE SHIP TO:

1501 Kings Highway
Shreveport LA 71103

Line No.	Description	Qty	UOM	Unit Price	Extended Amount
1	To establish pricing for the purchase of cylinder gases and for the rental of cylinders: Per the attached specifications and lists: Specify brand, model bid(if applicable) _____	1.00		_____	_____

CYLINDER GASES
GENERAL SPECIFICATIONS

1. This bid is for furnishing industrial and medical gases to LSU Health Sciences Center in Shreveport.

2. Unless otherwise specified, all deliveries and pickup of empty cylinders will be made at the LSU Health Sciences Center Shipping & Receiving department located at 1501 Kings Highway. This department will be responsible for all cylinder orders under this contract.

3. Cylinders will be identified and controlled by their serial number stamped on each cylinder which makes that individual cylinder identifiable by number. (LSUHSC-S cylinders and the vendor's cylinders) Vendor will identify each cylinder by serial number on all invoices.

4. At the time cylinders are delivered or picked up from the Health Sciences Center, evidence of the transaction must be made in the form of a document, signed by both parties, detailing the number and type of cylinders involved, serial numbers of each cylinder, type of gas, and all other pertinent information.

5. Payment for gas will be made monthly based on that month's usage. Payment for rental will be paid monthly based on the number of cylinders on hand for that month. After 6 months from date of award, all invoices for cylinders ordered under this contract must include the cylinder's serial numbers. If the successful vendor fails to reference serial numbers on invoices after that time, the vendor agrees to accept the Health Sciences Center's inventory figures for payment purposes, unless the vendor can show undisputable evidence that the Health Sciences Center's figures are in error. The Health Sciences Center will have final determination as to what constitutes undisputable evidence.

6. For billing purposes, the successful vendor will establish a new account for Louisiana State University Health Sciences Center in Shreveport for all charges associated with this contract, keeping all past or outstanding invoices separate.

7. Monthly Cylinder Rental invoices sent to the LSU Health Sciences Center for cylinder rental payments must show on the invoice the invoice number for any cylinders received or returned during that billing cycle period (month).

8. To visit the site, contact Shipping & Receiving at 675-5850 located at 1501 Kings Highway, between the hours of 8:00 AM to 4:30 PM, Monday-Friday.

9. QUALITY: The quality of oxygen and other medical gases shall conform to specifications for hospital therapeutic use and must meet the standard U.S.P. or N.F. requirements for purity. The gases shall not contain any toxic impurities.

10. PRICES: All prices are to be firm for the contractual period, but whenever there is a general reduction in price which is lower than the contract price, said reduction must be presented directly to the Health Sciences Center. Prices offered for liquid and cylinder oxygen and medical gases must be a flat amount per 100 cubic feet or per cylinder. Sliding scale bids are NOT acceptable and will NOT be considered. Unless otherwise specified, prices requested are for the contents only and do not include price for the purchase of cylinders or rental. Rental and purchase costs are to be quoted where indicated.

11. CYLINDERS AND VALVES: All Cylinders and valves furnished under this contract shall be standard for therapy, industrial and medical uses as prescribed by the Department of Transportation (formerly identified as I.C.C. specifications) cylinder Specifications and Regulations (Title 49, Code of Federal Regulations, Part 170-189). All cylinders shall be manufactured, maintained, tested, and filled in accordance with D.O.T. regulations and shall be complete with all fittings, valves, and caps in good working order.

    All medical and therapy cylinders shall be clean and neat and properly labeled to indicate the nature and amount of contents. All medical valves shall be pin-indexed according to the Compressed Gas Association Standards, and valve outlets shall be sealed to prevent collection of dust and other foreign matter. Color markings shall be per CGA standard for medical gas cylinders. Each cylinder shall be delivered with a clean, degreased washer or gasket attached.

    The agency reserves the right to reject any cylinders that show signs of neglect or abuse.

12. TERM OF BID: At the option of the Health Sciences Center and acceptance by the Contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same price and terms, renewable annually, not to exceed a total of 36 months.

13. AVAILABILITY: Vendors should keep on hand a supply of standard and frequently used gases, to enable requests to be filled promptly. Should vendors fail to respond to our needs in a timely manner, the Health Sciences Center reserves the right to withdraw such items from the contract, as vendor has been unable to supply, and award to the next low bidder. The contract may be cancelled by the Health Sciences Center, upon 30 days written notice to vendor for unsatisfactory performance.

14. CYLINDER SIZE:

    G Cylinders – 8-1/2" x 55"
    H and **T** Cylinders –9" x 55"
    E Cylinders – 4 ½" x 30"
    D Cylinders – 4 ½" x 20"
    K Cylinders – 9" x 52"

15. USAGE: Orders will be placed as needed during the term of the bid, and no exact quantities can be guaranteed.

		GAS CYLINDER BID LIST		
STOCK#	GRADE	DESCRIPTION	CYL.SIZE	UNIT COST
Z03000	USP	Argon High Purity G Cylinder	G	
Z03002	USP	Argon Regular G Cylinder	G	
Z03003	USP	Carbon Dioxide 50lb. With Out Dip Tube	G	
Z03008	USP	Compressed Air G Cylinder	G	
Z03011	USP	Helium Regular G Cylinder	G	
Z03015	USP	Nitrogen Regular G Cylinder	G	
Z03016	USP	Oxygen Medical G Cylinder	G	
Z03017	USP	Carbon Dioxide 5% Oxygen 95% G Cylinder	G	
Z03021	USP	Carbon Dioxide 5% Hydrogen 10% Bal.PP Nit. G Cyl.	G	
Z03022	USP	Nitrogen High Purity G Cylinder	G	
Z03037	USP	Carbon Monoxide 0.3% Helium 10% Oxy. 21% Bal.Nit.G	G	
Z03054	USP	Helium High Purity G CYlinder	G	
Z03060	USP	Carbon Dioxide 5% Compressed Air 95% G Cylinder	G	
Z03063	USP	Carbon Dioxide 5% Oxygen 95% Cert. G Cylinder	G	
Z03066	USP	Carbon Dioxide 5% Oxygen 20% Bal.Nit. G Cylinder	G	
Z03069	USP	Nitrous Oxide G Cylinder USP56lb	G	
Z03083	USP	Carbon Dioxide 5% Bal.Dry Nitrogen G Cylinder	G	
Z03089	USP	Carbon Dioxide 50lb. (Short) With Dip Tube	G	
Z03095	USP	Carbon Dioxide Regulator Gaskets	G	
Z03101	USP	Carbon Dioxide 5% Hydrogen 2% Bal.Nit. G Cylinder	G	
Z03105	USP	UHP Helium G Cylinder	G	
Z03106	USP	Nitrogen 5% Oxygen 95% G Cylinder	G	
Z03126	USP	Carbon Dioxide 50Lb (Short) without Dip Tube	50lb	
Z03129	USP	CO2 5% Oxygen 95% USP	G	
Z03125	USP	HELIUM INDUSTRIAL BALLOON GRADE	G	
Z03057	USP	UHP NJTROGIN G GYLINGER	G	
	USP	OXYGEN 6% NITROGEN 94% G CYLINDER	G	
		CYLINDER RENTAL		
		DELIVERY FEE 1-2		

INDEMNIFICATION AGREEMENT

The _____ agrees to protect, defend, indemnify, save and hold
Contractor/Subcontractor
harmless the University, State of Louisiana, all State Departments, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of _____, its agents, servants, and _____
_____ employees or any and all costs,
Contractor/Subcontractor
expense and/or attorney fees incurred by_____, as a result of any
Contractor/Subcontractor
claims demands and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the University, State of Louisiana, all State Departments, Boards, Commissions, its agents, representatives, and/or employees.
_____ agrees to investigate, handle, respond to,
Contractor/Subcontractor
provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by _____
Company Name

Signature _____

Title _____

Date Accepted _____

Is Certificate of Insurance Attached ____Yes____No

Contract No._____for_____

Louisiana State University & A & M College

PURPOSE OF CONTRACT: _____

** EXHIBIT A **

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure 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, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). **"Claims Made" form is unacceptable.**

2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

2. Automobile Liability: $1,000,000 combined single limit per accident, for bodily injury and property damage.

3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be $1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions. At the option of the Agency, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. 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, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insured's" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.

b. The Contractor's insurance shall be primary insurance as respects the Agency, its officers, officials, employees, Boards and Commissions or volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Agency.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers' compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. 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. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insured's under its policies OR shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.