



Bidder:

---

**BID DELIVERY INSTRUCTIONS FOR STATE PROCUREMENT:**

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION: BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:

P O BOX 94095  
BATON ROUGE, LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PROCUREMENT  
CLAIBORNE BUILDING, SUITE 2-160  
1201 NORTH THIRD STREET  
BATON ROUGE, LA 70802.

BIDDER SHOULD BE AWARE OF SECURITY REQUIREMENTS FOR THE CLAIBORNE BUILDING AND ALLOW TIME TO BE PHOTOGRAPHED AND PRESENTED WITH A TEMPORARY IDENTIFICATION BADGE.

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PROCUREMENT IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY. BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

PUBLICIZING AWARDS: IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

**\*\*ATTENTION: \*\***

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE NOTIFICATIONS OF FUTURE SOLICITATIONS FROM THIS OFFICE, YOU MUST REGISTER AND ENROLL IN THE PROPER CATEGORY IN LAGOV AT THE FOLLOWING WEBSITE:

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

ENROLLMENT IN LAGOV PROVIDES LAPAC EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

**TERMS AND CONDITIONS:** THIS SOLICITATION CONTAINS ALL THE TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.

**VENDOR'S FORMS:** THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

**ACCEPTANCE:** UNLESS OTHERWISE SPECIFIED, BIDS ON THIS CONTRACT WILL BE ASSUMED TO BE FIRM FOR ACCEPTANCE FOR A MINIMUM OF 60 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE SPECIFIED CONTRACT PERIOD.

**CANCELLATION:** THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

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

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

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

**REPURCHASE:** THE STATE OF LOUISIANA, WITH THE ACCEPTANCE OF THE CONTRACTOR, RESERVES THE RIGHT TO REPURCHASE THE ABOVE ITEM(S) AT THE SAME PRICES, TERMS, AND CONDITIONS SHOWN FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF THE ORIGINAL PURCHASE ORDER.

**DELIVERY OF THE ESSENCE:** DELIVERY IS OF THE ESSENCE AND THE STATE RESERVES THE RIGHT TO AWARD TO THAT VENDOR WHICH PROVIDES THE EARLIEST POSSIBLE DELIVERY DATE. THE STATE ALSO RESERVES THE RIGHT TO REJECT ANY AND ALL VENDORS WHO CAN NOT MAKE DELIVERY WITHIN SEVEN (7) DAYS FROM THE DATE OF AWARD.

STATE EARLIEST POSSIBLE DELIVERY DATE: \_\_\_\_\_.

**FREIGHT INCLUDED:** UNIT PRICE SHOULD BE INCLUSIVE OF ANY FREIGHT CHARGES. BID SHOULD BE F.O.B. AGENCY - TITLE PASSING UPON RECEIPT OF GOODS. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY DISQUALIFY YOUR BID.

**SAMPLES:** SAMPLE(S) MAY BE REQUIRED. WHEN REQUESTED, SAMPLES MUST BE FURNISHED AT VENDOR'S EXPENSE, AND RECEIVED NOT LATER THAN 3 DAYS AFTER REQUEST. PACKAGES SHOULD BE CLEARLY LABELED WITH THE FILE NUMBER. EACH INDIVIDUAL SAMPLE WITHIN THE PACKAGE MUST BE CLEARLY LABELED WITH BIDDER'S NAME, MANUFACTURER'S BRAND NAME AND NUMBER, FILE NUMBER AND ITEM REFERENCE. SUBMIT ONLY ONE BID PROPOSAL'S SAMPLES PER BOX. SAMPLES OF SUCCESSFUL BIDDER WILL BE RETAINED AT THE PURCHASING OFFICE OR THE USING AGENCY FOR THE PURPOSE OF RECEIVING MERCHANDISE. ANY PART OF MERCHANDISE RECEIVED THAT DOES NOT MEET THE QUALITY STANDARDS AND CONSTRUCTION OF THE SAMPLE WILL BE REJECTED AND RETURNED AT VENDOR'S EXPENSE.

**ART WORK:** ALL ART, COLOR SEPARATIONS, FILM, NEGATIVES, TAPES, DISKS, SPECIAL PLATES AND DIES ARE TO BECOME THE PROPERTY OF THE STATE OF LOUISIANA. SUCCESSFUL VENDOR IS TO FORWARD THESE TO THE AGENCY UPON COMPLETION OF THIS JOB.

**QUALITY OF WORKMANSHIP:** QUALITY OF WORKMANSHIP AND STOCK - ALL ARTICLES FURNISHED AND WORK DONE MUST BE OF A FIRST CLASS QUALITY. THE USE OF POOR TYPE, POOR PRESSWORK OR THE USE OF A DIFFERENT COLOR OF INK FROM THAT ORDERED, INFERIOR BINDING, INFERIOR QUALITY OR MIS-MATCHED PAPER STOCK, A LESSER GRADE OF PAPER THAN THAT ORDERED, OR ANY OTHER DISCREPANCIES WILL BE SUFFICIENT CAUSE FOR THE REJECTION OF THE WORK AND FOR REFUSAL OF PAYMENT UNTIL THE CONTRACT CONTROVERSY IS RESOLVED.

---

**CERTIFICATION OF NO SUSPENSION OR DEBARMENT:** Certification of no suspension or debarment: By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.

---

**LACARTE PROCUREMENT CARD:**

IN AN EFFORT TO INCREASE EFFICIENCIES AND EFFECTIVENESS AS WELL AS BE STRATEGIC IN UTILIZING TECHNOLOGY AND RESOURCES FOR THE STATE AND VENDORS, THE STATE INTENDS TO MAKE ALL PAYMENTS TO VENDORS ELECTRONICALLY. THE LACARTE PROCUREMENT CARD WILL BE USED FOR PURCHASES OF \$5,000 AND UNDER, AND WHERE FEASIBLE, OVER \$5,000. VENDORS WILL HAVE A CHOICE OF RECEIVING ELECTRONIC PAYMENT FOR ALL OTHER PAYMENTS BY SELECTING THE ELECTRONIC VENDOR PAYMENT SOLUTION (EVP) OR ELECTRONIC FUNDS TRANSFER (EFT). IF YOU RECEIVE AN AWARD AND DO NOT CURRENTLY ACCEPT THE LACARTE CARD OR EVP OR HAVE NOT ALREADY ENROLLED IN EFT, YOU WILL BE ASKED TO COMPLY WITH THIS REQUEST BY CHOOSING ONE OF THE FOLLOWING THREE OPTIONS. YOU MAY INDICATE YOUR ACCEPTANCE BELOW.

**LACARTE**

THE LACARTE PROCUREMENT CARD USES A VISA CARD PLATFORM. VENDORS RECEIVE PAYMENT FROM STATE AGENCIES USING THE CARD IN THE SAME MANNER AS OTHER VISA CARD PURCHASES. VENDORS CANNOT PROCESS PAYMENT TRANSACTIONS THROUGH THE CREDIT CARD CLEARINGHOUSE UNTIL THE PURCHASED PRODUCTS HAVE BEEN SHIPPED OR RECEIVED OR THE

SERVICES PERFORMED.

FOR ALL STATEWIDE AND AGENCY TERM CONTRACTS:

- UNDER THE LACARTE PROGRAM, PURCHASE ORDERS ARE NOT NECESSARY. ORDERS MUST BE PLACED AGAINST THE NET DISCOUNTED PRODUCTS OF THE CONTRACT. ALL CONTRACT TERMS AND CONDITIONS APPLY TO PURCHASES MADE WITH LACARTE.

- IF A PURCHASE ORDER IS NOT USED, THE VENDOR MUST KEEP ON FILE A RECORD OF ALL LACARTE PURCHASES ISSUED AGAINST THIS CONTRACT DURING THE CONTRACT PERIOD. THE FILE MUST CONTAIN THE PARTICULAR ITEM NUMBER, QUANTITY, LINE TOTAL AND ORDER TOTAL. RECORDS OF THESE PURCHASES MUST BE PROVIDED TO THE OFFICE OF STATE PURCHASING ON REQUEST.

EVP

EVP METHOD CONVERTS CHECK PAYMENTS TO A VISA CREDIT CARD THEREBY STREAMLINING PAYMENTS TO YOUR ORGANIZATION. PARTICIPANTS RECEIVE A CREDIT CARD ACCOUNT NUMBER WITH UNIQUE SECURITY FEATURES. THIS CARD WILL HAVE \$0 AVAILABLE FUNDS UNTIL AN INVOICE IS APPROVED FOR PAYMENT. AS PAYMENTS ARE APPROVED, ELECTRONIC REMITTANCE NOTIFICATIONS ARE SENT VIA EMAIL ALONG WITH APPROVAL TO CHARGE THE CARD FOR THAT AMOUNT. EVP REQUIRES NO CHANGE TO CURRENT INVOICE PROCEDURES; IT IS SECURE, AND DOES NOT REQUIRE YOUR BANK INFORMATION.

EFT

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 [HTTP://WWW.DOA.LOUISIANA.GOV/OSRAP/EFTFORWEBSITE.PDF](http://www.doa.louisiana.gov/osrap/eftforwebsite.pdf) . TO FACILITATE THIS PAYMENT PROCESS, YOU WILL NEED TO COMPLETE AND RETURN BOTH EFT ENROLLMENT FORMS FOUND AT <http://www.doa.louisiana.gov/ERP/PDFS/LAGOV%20AP-03%20-%20EFT%20VENDOR%20ENROLLMENT%20FORM.PDF> AND [HTTP://WWW.DOA.LOUISIANA.GOV/OSRAP/EFTFORWEBSITE.PDF](http://www.doa.louisiana.gov/osrap/eftforwebsite.pdf).

PAYMENT TYPE	WILL ACCEPT	ALREADY ENROLLED
LACARTE	_____	_____
EVP	_____	_____
EFT	_____	_____

\_\_\_\_\_  
PRINTED NAME OF INDIVIDUAL AUTHORIZED

\_\_\_\_\_

AUTHORIZED SIGNATURE FOR PAYMENT TYPE CHOSEN                      DATE

\_\_\_\_\_  
EMAIL ADDRESS AND PHONE NUMBER OF AUTHORIZED INDIVIDUAL

**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 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 BUSINESS WORKFORCE?    YES \_\_\_\_\_ NO \_\_\_\_\_

IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS 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.

**PROCUREMENT OF UNITED STATES PRODUCTS:**

IN ACCORDANCE WITH THE PROVISIONS OF R.S. 39:1595.7, IN THE EVENT A CONTRACT IS NOT ENTERED INTO FOR PRODUCTS PURCHASED UNDER THE PROVISIONS OF R.S. 39:1595, EACH PROCUREMENT OFFICER, PURCHASING AGENT, OR SIMILAR OFFICIAL WHO PROCURES OR PURCHASES MATERIALS, SUPPLIES, PRODUCTS, PROVISIONS, OR EQUIPMENT UNDER THE PROVISIONS OF THIS CHAPTER MAY PURCHASE SUCH MATERIALS, SUPPLIES, PRODUCTS, PROVISIONS, OR EQUIPMENT WHICH ARE MANUFACTURED IN THE UNITED STATES, AND WHICH ARE EQUAL IN QUALITY TO OTHER MATERIALS, SUPPLIES, PRODUCTS, PROVISIONS, OR EQUIPMENT, PROVIDED THAT ALL OF THE FOLLOWING CONDITIONS ARE MET:

- (1) THE COST OF SUCH ITEMS DOES NOT EXCEED THE COST OF OTHER ITEMS WHICH ARE MANUFACTURED OUTSIDE THE UNITED STATES BY MORE THAN FIVE PERCENT.
- (2) THE VENDOR OF SUCH ITEMS AGREES TO SELL THE ITEMS AT THE SAME PRICE AS THE LOWEST BID OFFERED ON SUCH ITEMS.
- (3) IN CASES WHERE MORE THAN ONE BIDDER OFFERS ITEMS MANUFACTURED IN THE UNITED STATES WHICH ARE WITHIN FIVE PERCENT OF THE LOWEST BID, THE BIDDER OFFERING THE LOWEST BID ON SUCH ITEMS IS ENTITLED TO ACCEPT THE PRICE OF THE LOWEST BID MADE ON SUCH ITEMS.

