

**1. 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:

Office of State Procurement  
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:V: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 pay a registration fee and enroll in the proper category in LaGOV at the following web site:

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

Paid enrollment in LaGOV provides LaPAC email notification of bid opportunities based upon commodities that you select.

**2. Terms and Conditions.**

This solicitation contains all 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.

**3. Price Reductions.**

Whenever there is a reduction in price, which is lower than the contract price, offered to similarly situated customers contracting for the same period and under the same terms and conditions, said reduction must be presented directly to the Director of State Procurement. No price reduction on a statewide contract may be offered to an agency unless that reduction is offered to all agencies.

**4. Invoices.**

Invoices 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.

**5. Deliveries.**

Contractors will maintain an adequate supply of all items in order to meet specified delivery.

**6. Payment.**

Payment will be made on the basis of unit price as listed in the 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.

**7. Electronic Payment:**

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 Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing one of the following two options. You may indicate your acceptance below.

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.

**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/ERP/pdfs/LaGov%20AP-03%20EFT%20Vendor%20Enrollment%20Instructions%20.pdf> or <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>.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

Payment type	Will Accept	Already Enrolled
LaCarte	_____	_____
EFT	_____	_____

\_\_\_\_\_  
Printed Name of Individual Authorized

\_\_\_\_\_  
Authorized Signature for Payment Type Chosen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address and phone number of authorized individual

**8. Procurement of United States Products.**

In accordance with the provisions of R.S. 39:1604.7, in the event a contract is not entered into for products purchased under the provisions of R.S. 39:1604, 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.
- (4) The vendor certifies that such items are manufactured in the United States.

For the purposes of this preference,

(1) "Manufactured in the United States" means produced by a process in which the manufacturing, final assembly, processing, packaging, testing, and any other process that adds value, quality, or reliability to assembled articles, materials, or supplies, occur in the United States.

(2) "United States" means the United States and any place subject to the jurisdiction of the United States.

Do you claim this preference? Yes \_\_\_\_\_

Specify line number(s): \_\_\_\_\_

Specify location within the United States where this product is manufactured:  
\_\_\_\_\_

\_\_\_\_\_  
(Note: if more space is required, include on separate sheet.)

**9. Acceptance.**

Bid prices 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.

**10. Quantities.**

This is an open-ended requirements contract. Quantities shown are based on the previous contract usage or estimates. Where usage is not available, a quantity of 1 indicates a lack of history on this item. The successful bidder must supply at bid price actual requirements as ordered whether the total of such requirements is more or less than the quantities shown.

**11. Cancellation.**

The State of Louisiana reserves the right to cancel this contract with thirty (30) days written notice.

**12. Termination for Non-Appropriation of Funds.**

The continuation of this 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 a 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 Statutes of 1950 to prevent the total appropriations 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.

**13. Federal Clauses.**

**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).

**14. Contract Renewal Option.**

At the option of the State of Louisiana and acceptance by the contractor, the contract may be extended for three additional twelve (12) month periods at the same price, terms and conditions. Total contract time may not exceed sixty (60) months.

**15. Contract Usage.**

Successful vendor(s) is to keep a record of all orders issued against the contract during the contract period. Approximately four (4) months prior to the end of the contract period, the vendor is to be prepared to submit to the Office of State Procurement a contract usage report.

The usage report is to include the vendor's name, phone and fax numbers, the persons who compiled the report and a summary "by line item" indicating quantity purchased.

**16. Literature and/or specifications must be submitted upon request; if requested, literature and/or specifications must be submitted within seven (7) days of written request.**

**17. Claims or Controversies.**

Any claims or controversies associated with the contract issued as a result of this solicitation will be resolved in accordance with the Louisiana Procurement Code, R.S. 39:1671-1673.

**18. Interest due for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202**

**19. Non-Exclusivity Clause**

This agreement is non-exclusive and shall not in any way preclude state agencies from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

20. The Purchasing Agency reserves the right to Inspect and Test the delivered merchandise for compliance with the bid specifications. If merchandise fails to meet the specifications, the cost of test and inspection will be paid by the contractor. If the merchandise is in compliance, cost of all test will be paid by the using Agency.

**21. Preference Louisiana.**

In accordance with Louisiana Revised Statutes 39:1604, a preference may be allowed for products manufactured, produced, grown, or assembled in Louisiana of equal quality.

Do you claim this preference? \_\_\_\_\_

Specify Line Number(s): \_\_\_\_\_

Specify Location within Louisiana where this product is manufactured, produced, grown or assembled: \_\_\_\_\_

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.

**22. Use of Subcontractors:**

Contractor must perform all printing in-house. Subcontractors may be utilized for the purchase of blank stock, or raw materials required for the completion of an order. Contracted vendor shall serve as the single prime contractor for all work performed pursuant to its contract. The prime contractor shall be responsible for all deliverables referenced in this solicitation. If using subcontractor(s), the State urges the prime contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. Information required of the prime contractor under the terms of this solicitation, is also required for each subcontractor(s) and the subcontractor(s) must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance. The State reserves the right to accept or reject the intended subcontractor should they not meet quality or delivery standards included in this bid.

**22. Overruns and Underruns:**

No underruns allowed  
No billable/chargeable overruns allowed.

**23. Property of the State:**

All digital Files and Dies are to become the property of the state of Louisiana. Successful vendor is to forward these to the Office of State Printing upon completion of the job.