



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

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.

PROPRIETARY: THESE ITEMS ARE FOR CANTEEN RE-SALE. WHERE BRAND NAMES ARE LISTED, ONLY THOSE BRANDS AND PACKAGING AS SPECIFIED WILL BE ACCEPTED. LA R.S. 39:1651-1657

IF NO BRAND IS LISTED, BIDDERS MAY BID THE BRAND OF THEIR CHOOSING THAT MEETS PRODUCT DESCRIPTION / SPECIFICATIONS.

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.

* NO GUARANTEES ARE MADE AS TO QUANTITIES *

DELIVERY: ITEMS ARE FOR STATEWIDE DELIVERY TO CORRECTIONAL FACILITIES. SEE LIST OF INSTITUTIONS AND THEIR ADDRESSES LISTED BELOW ON PAGE 3. ITEMS ARE TO BE CALLED FOR AS NEEDED AND DELIVERY IS TO BE MADE WITHIN 5-7 DAYS AFTER NOTIFICATION BY THE AGENCY. ***DO NOT SHIP ANY ITEMS UNTIL ORDERS ARE PLACED BY INDIVIDUAL CORRECTIONAL INSTITUTIONS***

TIMELY DELIVERY OF ALL ORDERS IS IMPERATIVE. IF A VENDOR CANNOT MEET ANY DELIVERY, IT IS THE VENDOR'S RESPONSIBILITY TO CONTACT THE DIETARY DEPARTMENT OF THE ORDERING AGENCY AND SECURE A MUTUALLY AGREEABLE EXTENSION. FAILURE TO DELIVER AS PROMISED WILL BE CONSIDERED A DEFAULT BY THE VENDOR.

IN THE EVENT AN EXTENSION CANNOT BE AGREED UPON, THE ORDER MAY BE CANCELLED. ADDITIONALLY, PER TERMS OF THE CONTRACT, DEFAULTING VENDOR MAY BE SURCHARGED ANY INCREASED COST RESULTING FROM FAILURE TO DELIVER.

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 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.

DELIVERY LOCATIONS: DELIVERY WILL BE MADE TO ALL OF THE FOLLOWING LOCATIONS, TO THE ATTENTION OF THE CANTEEN WAREHOUSE MANAGER:

ELAYN HUNT CORRECTIONAL CENTER 6925 HWY. 74 ST. GABRIEL, LA 70776 DELIVERY CONTACT: NASHEKA FRANKLIN (Email:nashekafranklin@doc.la.gov)	DIXON CORRECTIONAL CENTER P. O. BOX 788 5568 HWY. 68 JACKSON, LA 70748
---	---

LOUISIANA CORRECTIONAL INST. FOR WOMEN 15200 SCENIC HWY. BATON ROUGE, LA 70874	RAYMOND LABORDE CORRECTIONAL CENTER (AVOYELLES CORRECTIONAL CENTER) 1630 PRISON RD COTTONPORT, LA 71327
--	--

LOUISIANA STATE PENITENTIARY GENERAL DELIVERY ANGOLA, LA 70712 DAVID WADE CORRECTIONAL CENTER 670 BELL HILL ROAD HOMER, LA 71040	RAYBURN CORRECTIONAL CENTER 27268 HIGHWAY 21 ANGIE, LA 70426
---	--

RETURNS: THE DEPARTMENT OF CORRECTIONS RESERVES THE RIGHT TO RETURN UNSOLD, NON-PERISHABLE GOODS THAT ARE NOT OUT-OF-DATE AND ARE IN THEIR ORIGINAL CONTAINERS, FOR A FULL CREDIT. ITEMS ARE TO BE SHIPPED FOR RETURN NO LATER THAN FEBRUARY 20, 2017.

LDAF COMPLIANCE: ALL MEAT, MEAT PRODUCTS, EGGS AND SEAFOOD MUST BE IN COMPLIANCE WITH DEPARTMENT OF AGRICULTURE SPECIFICATIONS. STATE INSPECTION CERTIFICATE MUST BE FURNISHED WITH EACH DELIVERY. FOR MORE INFORMATION ON STATE INSPECTION, CONTACT LDAF AT (225) 922-1358.

USDA COMPLIANCE: THE U.S. FOOD AND DRUG ADMINISTRATION'S CENTER FOR FOOD SAFETY AND APPLIED NUTRITION, IN ITS "FOOD SAFETY A TO Z REFERENCE GUIDE," DEFINES PERISHABLE AS: FOOD THAT IS SUBJECT TO DECAY, SPOILAGE, OR BACTERIA, UNLESS IT IS PROPERLY REFRIGERATED OR FROZEN. IT CONTINUES TO SAY THAT PERISHABLE FOODS CAN SPOIL QUICKLY AND BECOME UNSAFE TO EAT IF THEY ARE NOT PROPERLY STORED.

THE FDA'S ADMINISTRATIVE DETENTION REGULATIONS DEFINE PERISHABLE FOODS AS THOSE FOODS THAT ARE NOT HEAT-TREATED, NOT FROZEN, AND NOT OTHERWISE PRESERVED IN A MANNER TO PREVENT THE QUALITY OF THE FOOD FROM BEING ADVERSELY AFFECTED, IF HELD LONGER THAN SEVEN CALENDAR DAYS UNDER NORMAL SHIPPING AND STORAGE CONDITIONS.

THE ABOVE DEFINITION/INFORMATION REGARDING PERISHABLE ITEMS IS HEREBY ESTABLISHED AS THE GUIDELINE AND AUTHORITATIVE SOURCE FOR DETERMINING IF AN ITEM IS PERISHABLE.

FOR ALL CHEESE / DAIRY PRODUCTS: ALL PRODUCTS MUST CONFORM TO U.S. AND LOUISIANA STATE PUBLIC HEALTH LAWS AND DAIRY STABILIZATION BOARD REGULATIONS AS TO GRADE, PERCENT OF BUTTERFAT, TOTAL MILK SOLIDS, MAXIMUM BACTERIA COUNT, PROCESSING AND INSPECTION. ALL PROPOSALS MUST COMPLY WITH ALL PROVISIONS OF SAID LAW AND REGULATIONS.

PRISON RAPE ELIMINATION ACT: IN ACCORDANCE WITH DPS&C DEPARTMENT REGULATION NO. C-01-022 "SEXUAL ASSAULT AND SEXUAL MISCONDUCT", THE VENDOR AGREES TO REPORT ALLEGATIONS OF SEXUAL MISCONDUCT, RESPOND TO INVESTIGATION INQUIRIES AND PARTICIPATE IN TRAINING AS DIRECTED BY THE DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS. THE SEXUAL ASSAULT AND SEXUAL MISCONDUCT WITH INMATE'S ACKNOWLEDGEMENT FORM AND THE LOUISIANA CRIMINAL CODE: LA. R.S. 14:134 MALFEASANCE IN OFFICE FORM WILL BE SIGNED BY THE VENDOR AND KEPT ON FILE AT THE FACILITY. SHOULD THE REGULATION BE MODIFIED OR AMENDED, THE VENDOR WILL BE NOTIFIED AND SHALL COMPLY WITH THE REGULATION AS MODIFIED OR AMENDED.

SPECIFY CASE COUNT & SIZE: SPECIFY THE CASE COUNT AND SIZES ON EACH ITEM BID. IF THE CASE COUNT AND SIZES QUOTED ARE THE SAME AS THE DESCRIPTION ON THIS SOLICITATION, CONFIRM THIS INFORMATION FOR EACH ITEM BY FILLING IN THE BLANKS IN THE DESCRIPTION COLUMN.

VARIATIONS IN CASE PACKAGING MAY BE ACCEPTED AT THE AGENCY'S DISCRETION, AS WELL AS SMALL VARIANCES IN ITEM SIZE & PACKAGING. SUBSTANTIAL DIFFERENCES IN ITEM SIZE WILL NOT BE ACCEPTED.

PACKAGING AND LABELING: PACKAGING AND LABELING: VENDORS ARE ENCOURAGED TO CONSIDER DELIVERY METHODS THAT UTILIZE RECYCLABLE OR REUSABLE PACKAGING MATERIAL AND CONTAINERS, OR THOSE WITH RECYCLED CONTENT.

UNIT OF MEASURE: PRICES ARE TO BE BID IN THE UNIT OF MEASURE REQUESTED (PER ROLL, PER REEL, PER CARTON, PER GALLON, ETC.).

PACKAGE MARKINGS: PACKAGES MUST BE MARKED WITH THE BRAND AND NUMBER OF THE PRODUCT AND SUCH OTHER INFORMATION AS SIZES, TYPES, QUANTITY, USE INSTRUCTION, ETC. WHICH HELPS THE END USER IN USING THE PRODUCT CORRECTLY.

SAMPLES: SAMPLE(S) MAY BE REQUIRED. WHEN REQUESTED, SAMPLES MUST BE FURNISHED AT VENDOR'S EXPENSE, AND RECEIVED NOT LATER THAN 10 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.

ANY OTHER SAMPLES RECEIVED, IF NOT DESTROYED IN TESTING, MAY BE RETURNED AT THE BIDDER'S EXPENSE. REQUEST FOR RETURN, SHIPPING AUTHORIZATION, AND SUFFICIENT RETURN POSTAGE MUST BE RECEIVED NO LATER THAN 10 DAYS AFTER RECEIPT OF SAMPLES, OR COMMODITIES SHALL BE DISPOSED OF BY THE STATE OF LOUISIANA.

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.
- (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 _____ NO

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)

SUFFICIENT INFORMATION:

SUFFICIENT INFORMATION SHOULD BE ENCLOSED WITH THE BID IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS.

*** FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.

ANY QUESTIONS, PLEASE CONTACT BUYER AT THE OFFICE OF STATE PROCUREMENT IMMEDIATELY.

STATE PROCUREMENT OFFICER SHERA UNDERWOOD, PHONE: 225-342-4832,

EMAIL: SHERA.UNDERWOOD@LA.GOV