

Attachment A: Special Terms and Conditions**1. Bid Delivery Instructions for State Procurement:**

Bidders are hereby advised that the Office of State Procurement (OSP) must receive bids at its physical location, by the date and time specified on page one (1) of the Invitation to Bid.

Bids may be mailed or delivered by hand or courier service to the Office of State Procurement's physical location as follows:

Office of State Procurement
Claiborne Building, Suite 2-160
1201 North Third Street
Baton Rouge, LA 70802

OR

Bids may be submitted online by accessing the link on page one (1) of the Invitation to Bid.

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 the Office of State Procurement's 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.

Note: Bidders who choose to respond to this bid online via the vendor portal are encouraged to not submit a written bid as well.

Bidders are hereby advised that due to the nature of the internet, the State of Louisiana cannot guarantee that access to the LaGov or LaPAC websites will be uninterrupted or that e-mails or other electronic transmissions will be sent to you or received by us. The Office of State Procurement is not responsible for any delays caused by the bidder's choice to submit their bid online. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date and time shall result in rejection of the bid.

****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://lagovpvendor.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.

2. Calendar of Events:

Deadline to receive written inquiries: October 17, 2023

Deadline to answer written inquiries: October 24, 2023

Bid Opening Date and Time: October 31, 2023 @ 10:00 A.M. (Central Time)

3. Bidder Inquiries:

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires responsible and interested bidders to conduct their in-depth bid review and submit inquiries in a timely manner.

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An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the bidder, clearly cross-referenced to the relevant bid section. All inquiries must be received by the Inquiry Deadline date set forth in the Calendar of Events section of this bid. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this bid may be delivered by mail, express courier, e-mail, hand, or fax to:

Office of State Procurement
Attn: Drew Harrell
1201 North Third St.
Claiborne Bldg., Suite 2-160
Baton Rouge, LA 70802

E-Mail: Drew.Harrell@la.gov
Phone: (225) 219-4690 / Fax: (225) 342-9756

Only the person identified above or their designee has the authority to officially respond to bidder's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

An addendum will be issued and posted at the Office of State Procurement LaPAC* website, to address all inquiries received and any other changes or clarifications to the bid. Thereafter, all bid documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any state employee or state consultant. It is the Bidder's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a bidder's failure to download any addenda documents required to complete the bid.

***Note:** LaPAC is the state's online electronic bid posting and notification system resident on State Procurement's website [<https://www.doa.la.gov/oa/osp/>]. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the email notification, vendors must register in the LaGov portal. Registration is intuitive at the following link: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

Help scripts are available on the Office of State Procurement website under Vendor Resources at the following link: <https://www.doa.la.gov/oa/osp/vendor-resources/>

4. 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.

5. Vendor's Forms:

The purchase order is the only binding document to be issued against the contract. Signing of vendor's forms is not allowed.

6. Vendor List:

The bidder who signs the bid will be designated as prime Contractor on any contract resulting from this solicitation. If additional distributor vendors are authorized to receive orders for items contained in said contract, the bidder should submit with the bid, a list of those additional authorized distributors including the complete business address. The prime Contractor will be responsible for the actions of any distributor vendors listed.

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Only brands and numbers stated in the award are approved for delivery under the contract and any substitution must receive prior written approval of the Office of State Procurement.

A substitution may take place only if the original bid equipment has been discontinued. Proof of discontinued status must be provided prior to substitution.

All substitutions shall meet or exceed the specifications of the model submitted in the original bid document. The State reserves the right to determine if the substitution is acceptable. The substituted item(s) shall be at the same price, terms and conditions as the originally awarded item(s). Substitutions must receive prior written approval from the Office of State Procurement. The Office of State Procurement will not allow requests for substitutions until thirty (30) days after date of award.

8. Right to Inspect:

The Using Agency reserves the right to inspect and test the delivered merchandise for compliance with the bid specifications. If merchandise is in compliance, cost of all testing will be paid by the using agency.

9. Deliveries:

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

10. Acceptance:

Unless otherwise specified, bids on this solicitation will be assumed to be firm for acceptance for a minimum of sixty (60) days. If accepted, prices must be firm for the specified contract period.

11. Prices:

Prices shall be complete, including transportation/freight charges prepaid by bidder to destination, inside delivery, unpacking, assembly of all components and removal of all associated debris from premises. Prices should be quoted in the unit (each, box, case, hour, flat, mile, etc.) as specified in the solicitation.

12. 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 Office of State Procurement. No price reduction on a statewide contract may be offered to an agency unless that reduction is offered to all agencies.

13. Freight Charges:

Unit price shall be inclusive of any freight charges. Bid should be F.O.B. Destination-title passing upon receipt of goods. Failure to comply with this requirement may disqualify your bid.

14. 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 to vendor and address as shown on order.

15. 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 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.

Attachment A: Special Terms and Conditions**16. Contract Revisions:**

Requests for revisions to the contract must be addressed to the Office of State Procurement and shall refer to the contract item number with justification of the request. Distributor vendor changes, price reductions and justifiable item deletions may be considered during the contract period. New item additions may be considered only when the Office of State Procurement has determined additions will be of substantial benefit to the State and will justify the time, effort and cost required to make such addition.

Contractor must immediately notify the Office of State Procurement when any dealer on the contract is terminated, relocated or added. All orders placed with dealers prior to receipt of such notification by the Office of State Procurement must be honored. Revisions will become effective only upon approval by the Office of State Procurement. Bidder should include with bid a list of all persons, in addition to the signer of the bid, who are authorized to request revisions to the contract.

17. Contractual Period:

The State of Louisiana intends to award all items for an initial period, not to exceed twelve (12) months. Delays in awarding beyond the anticipated starting date, may result in a change in the contract period. If this situation occurs, an award may be made for less than twelve (12) months.

18. Renewals:

At the option of the State of Louisiana and acceptance by the Contractor, the contract may be extended for two (2) additional twelve (12) month periods at the same price, terms and conditions. Total contract time may not exceed thirty-six (36) months.

19. 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 one (1) indicates a lack of history on the 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.

20. Increase/Decrease:

The quantities listed herein 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.

21. Cooperative Purchase:

It is the intent of the Office of State Procurement (OSP) to accommodate cooperative purchasing in any contract awarded from this solicitation.

As described below, Political Subdivisions of the State, Quasi State Agencies, External Procurement Units, and Agencies of the United States Government are to be authorized (potential) users of the contract(s) resulting from this solicitation, subject to the pricing and terms set forth in the contract(s).

- Political Subdivisions of the State include, but are not limited to, parish governments, municipal governments, school districts, human service districts, local governments and public utilities.
- Quasi State Agencies include, but are not limited to, non-profit or for-profit organizations created by the State of Louisiana or any political subdivision or agency thereof, or any special district or authority, or unit of local government, to perform a public purpose.
- External Procurement Units include, but are not limited to, buying organizations not located in the State of Louisiana, which, if located in the State, would qualify as a public procurement unit.

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The current list of approved cooperating purchasing entities (including political subdivisions, quasi state agencies and external procurement units) is maintained and regularly updated on the OSP website at: <https://www.doa.la.gov/dao/osp/agency-resources/osp-purchasing/approved-quasi-units/> and may be used as a reference.

Bidders or Contractors may prospectively choose to partially or entirely ‘opt-out’ of accommodating cooperative purchasing for such contract(s) by sending formal written notification of same to the Office of State Procurement. This notification should clearly specify which individual type(s) of cooperative purchasing entities the bidder/Contractor is choosing to not allow to participate in contract cooperative purchasing. Any purchase orders received by the contract-holder from cooperative purchasing entities prior to the contract-holder’s opt-out notification to OSP must be honored in accordance with the contract.

The extent of participation (or non-participation) by any vendor in cooperative purchasing will not affect the award of any contract(s) resulting from this solicitation.

22. Administrative Fee or Rebate:

The State shall be due a minimum 1% administrative fee or rebate to be payable to the State of Louisiana, Office of State Procurement (OSP) in exchange for the management and facilitation of the contract(s) resulting from this solicitation. The calculation of the administrative fee or rebate includes any entity receiving contract pricing resulting from the awarded contracts. The administrative fee or rebate shall be submitted quarterly and shall be based on the total net (gross sales minus returns, credits and deductions) sales made to entities located in the State of Louisiana under the contract. Initiation and submission of the administrative fee or rebate to OSP is the responsibility of the Contractor without prompting or notification by the State Procurement Analyst (SPA). If these administrative fees or rebates are not submitted in a timely manner, OSP shall have the right to terminate the contract.

The check is to be made payable to: Louisiana DOA-Office of State Procurement. The check is to be mailed or sent through a courier service to the following address: Office of State Procurement, Attn: OSP Receivables Specialist, 1201 North 3rd Street, Claiborne Building - Suite 2-160, Baton Rouge, LA 70802. The calculation of the administrative fee or rebate shall begin immediately upon execution of the contract and payment shall be made in accordance with the following schedule:

<u>Quarter</u>	<u>Payment Period</u>	<u>Payment Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

NOTE: CONTRACTOR SHALL INDICATE THE STATE CONTRACT NUMBER ON THE REMITTANCE. WHEN SUBMITTING ONE (1) REMITTANCE FOR MORE THAN ONE (1) CONTRACT, CONTRACTOR SHALL INDICATE ALL STATE CONTRACT NUMBERS AND THE AMOUNT FOR EACH.

23. Contract Usage Reports:

The Contractor shall submit detailed contract usage reports **quarterly** to the State Procurement Analyst (SPA) for the contract in accordance with the below schedule. Initiation and submission of the quarterly reports to the SPA is the responsibility of the Contractor without prompting or notification by the SPA. If these reports are not submitted in a timely manner, the Office of State Procurement (OSP) shall have the right to terminate the contract. The specific usage report content, scope, and format requirements are available on the OSP website under Vendor Resources/Vendor Forms: <https://www.doa.la.gov/dao/osp/vendor-resources/>

In addition, the person’s name who compiled the report and their contact information shall be provided. OSP reserves the right to request copies of any purchase orders issued against the contract.

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The usage reports shall be submitted utilizing this format or an equivalent format that has been pre-approved by OSP.

Schedule for submittal of usage reports:

<u>Quarter</u>	<u>Reporting Period</u>	<u>Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

24. Method of Award:

The all-terrain vehicles listed herein are categorized by engine size and type and/or by cargo carrying capacity and towing capacity. It is the intent of the State to award the full range of categories specified in order to meet the diverse applications of the agencies that will utilize the contract.

Items will be awarded separately, along with the corresponding dealer installed options for that line. The State further reserves the right to reject any or all bids and to delete any lines if determined to be in the best interest of the State.

The State of Louisiana reserves the right to award one (1), two (2) or three (3) manufacturers per line. A vendor may submit multiple manufacturers for consideration. In the event two (2) or more bidders bid the same manufacturer, only the lowest responsive, responsible bidder may receive the award for that line.

The lowest responsive, responsible bidder will be determined by calculating the lowest total cost to the State by combining the unit price bid on the base model and the cost of dealer installed options, in an evaluation model prepared by the State.

The evaluation model shall be used to determine total cost. The total cost shall be calculated by applying the percent discount (%) bid on options to the evaluation model. The model will consist of a standardized list of commonly used dealer installed options. This model shall become a part of the file and shall be available to all bidders, upon request, after the bid opening.

Example:

Base model bid on item 1:	\$5,000 Each	=	\$5,000
Cost of options:	\$100 x 10%	=	\$90
Total Cost:		=	\$5,090

Bids will be considered only on equipment which meets all the specifications for each line.

25. Waste Tire Fee Notice:

Do not include the cost of the waste tire fee in your bid price. The State of Louisiana, Office of State Procurement will add the cost of the waste tire fee to the bid amount upon award. In accordance with LAC 33:VII.10521.B the following waste tire fee will be added to the successful bidder's award: \$2.25 for passenger/light truck tires, \$5.00 for medium truck tires and \$10.00 for off road vehicle tires. Bidders are requested to note the number of tires on the vehicle being bid.

26. Orders:

All State Agencies are to issue contract purchase orders for the items required, as and when needed. Political subdivisions of the State and Quasi Agencies who have been authorized to purchase from contracts made by the Office of State Procurement, are to issue their regular purchase orders directly to the supplier, making reference to the contract and item number.

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27. Electronic Vendor Payment Solution:

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractors, the State intends to make all payments to Contractors electronically. The LaCarte procurement card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors 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 either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors 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 Contractor must keep on file a record of all LaCarte purchases issued against the 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 Procurement 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 and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at DOA-OSRAP-EFT@la.gov .

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

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

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

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Notwithstanding any other provision of La. R.S. 39:1604 to the contrary, the following preferences shall apply only to bidders whose Louisiana business workforce is comprised of a minimum of fifty percent (50%) Louisiana residents.

(1) Do you have a Louisiana Business workforce? _____ Yes _____ No

(2) If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents? _____ Yes _____ No

A. In accordance with the provisions of La. R.S. 39:1604, each procurement officer, purchasing agent, or similar official who procures or purchases agricultural or forestry products, including meat, seafood, produce, eggs, paper or paper products under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes shall procure or purchase Louisiana products provided all of the following conditions are met:

(1) The bidder certifies in the bid submitted that the product meets the criteria of a Louisiana product.

(2) The product is equal to or better than equal in quality to other products.

(3) The cost of the Louisiana product shall not exceed the cost of other products by more than ten percent (10%), except as otherwise provided in this Chapter as a specific exception.

Do you claim this preference? _____ Yes _____ No

Specify line number(s): _____

B. In accordance with the provisions of La. R.S. 39:1604, each procurement officer, purchasing agent, or similar official who procures or purchases products under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes shall procure or purchase meat and meat products, domesticated or wild catfish, produce, eggs or crawfish which are further processed in Louisiana, provided the cost of the further processed meat and meat products, domesticated or wild catfish, produce, eggs or crawfish do not exceed the cost of other products by more than seven percent (7%).

Do you claim this preference? _____ Yes _____ No

Specify line number(s): _____

Specify location within Louisiana where product is further processed:

(NOTE: If more space is required, include on a separate sheet.)

C. In accordance with the provisions of La. 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 Chapter 17 of Title 39 of the Louisiana Revised Statutes may purchase such materials, supplies, products, provisions, or equipment which are produced, manufactured, or assembled in Louisiana, as defined in La. R.S. 38:2251(A), 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, processed, produced, or assembled outside the State by more than ten percent (10%).

(2) The vendor of such Louisiana items agrees to sell the items at the same price as the lowest bid offered on such items.

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- (3) In cases where more than one (1) bidder offers Louisiana items which are within ten percent (10%) of the lowest bid, the bidder offering the lowest bid on Louisiana items is entitled to accept the price of the lowest bid made on such items.

Do you claim this preference? _____ Yes _____ No

Specify line number(s): _____

Specify location within Louisiana where product is produced, manufactured, or assembled:

(NOTE: If more space is required, include on a separate sheet.)

NOTE: FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.

29. Procurement of United States Products:

In accordance with the provisions of La. R.S. 39:1604.7, in the event a contract is not entered into for products purchased under the provisions of La. 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 (5%).
- (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 (1) bidder offers items manufactured in the United States which are within five percent (5%) 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 a separate sheet.)

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Literature and/or specifications must be submitted upon request; if requested, literature and/or specifications must be submitted within five (5) business days of written request.

If bidding other than specified, 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.

31. 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.

32. Termination for Non-Appropriation of Funds:

The continuation of the contract is contingent upon the 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.

33. Price Escalation:

The price bid shall remain firm and effective for the duration of the initial twelve (12) month contract period. Price adjustments will be considered for subsequent annual contract renewals. Price adjustments shall only be permitted for changes in the contractor's cost of materials or services. The contractor must submit a written request for price adjustments, accompanied by documentation justifying the request, to the Office of State Procurement at least thirty (30) days prior to the contract anniversary. No adjustment shall be effective until approved in writing by the Office of State Procurement. The State reserves the right to accept, reject, or negotiate the proposed price adjustment. Orders shall be invoiced at the contract prices in effect on the date of the purchase order.

The Producer Price Index (PPI) series WPU149111051 – Transportation Equipment-All-Terrain Vehicles and Parts, published by the Bureau of Labor Statistics, United States Department of Labor will be used as a guide in reviewing any price adjustments. The percentage difference between the current manufacturers' published price list at the time of the award and the current manufacturer's published price list at the time of the request for a renewal of the contract will also be reviewed to determine acceptable price adjustments. Successful bidder shall provide a current manufacturer's published price list prior to an award being made for the contract and at the time of renewal if applicable.

The contractor shall document the amount of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the State of Louisiana; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the manufacturer.

In the event of a price decrease in the contractor's list price, the State shall be notified immediately. All such price reductions shall be effective immediately upon notification to the State.

34. Louisiana Motor Vehicle Dealers License:

Bidders (Motor Vehicle Dealers as defined in La R.S. 32:1252) must be properly licensed by the Louisiana Motor Vehicle Commission. Bidders should include a copy of a valid dealer's license issued under the provisions of La R.S. 32:1254 with their bid. Any bidder who fails to include a valid dealer's license with their bid must provide a copy to this office within ten (10) business days following the bid opening date. Failure to do so will result in the bid being rejected.

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Any questions regarding licensing required by the Motor Vehicle Commission should be directed to the Motor Vehicle Commission at (504)-838-5207, or via website: www.lmvc.la.gov.

35. A bidder who is not the manufacturer of the products bid shall be authorized by the manufacturer to bid and sell the particular products. A signed letter from the manufacturer certifying that the bidder has the proper authorization to bid and sell the products may be required. If required, the information shall be provided within seven (7) business days of the request.