

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 also 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://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.

1. **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.

1. **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.

1. **Substitutes:**

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.

1. **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.

1. **Acceptance:**

Unless otherwise specified, bids on this contract 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.

1. **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.

1. **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.

1. **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.

1. **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 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 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](mailto: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.

**Payment Type Will Accept Already Enrolled**

LaCarte \_\_\_\_\_\_ \_\_\_\_\_\_

EFT \_\_\_\_\_\_ \_\_\_\_\_\_

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Printed Name of Individual Authorized

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature for payment type chosen Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address and phone number of authorized individual

1. **Louisiana Preference**:

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
3. 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:
4. The bidder certifies in the bid submitted that the product meets the criteria of a Louisiana product.
5. The product is equal to or better than equal in quality to other products.
6. 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): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. 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:

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

1. 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:
2. 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%).
3. The vendor of such Louisiana items agrees to sell the items at the same price as the lowest bid offered on such items.
4. 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:

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

Failure to specify above information may cause elimination from preferences.

1. **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%).

1. 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:

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

1. **Literature:**

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.

1. **Right to Inspect:**

The 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.

**15. Contract Period:**

This contract shall be effective for the period beginning January 1, 2024 or date of award, whichever is later, and ending December 31, 2024.

**16. 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 and terms stated in the bid.

**17. Renewal Option:**

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

**18. Blanket Order Contract:**

Items are to be called for by the using agency as needed. No shipments are to be made until the Agency calls or otherwise submits an order for shipment of a specific quantity. Quantities are estimated, and they may be increased or decreased as needed throughout the contract period. Individual order quantities, when called for, are based on the using agency’s demand at the time of order. Minimum orders may be one (1) unit, unless otherwise stated in this solicitation. A blanket order contract is not a guarantee of any quantity. Unit price should be inclusive of any freight charges. Contractor must be able to obtain and supply the item(s) at their bid price for the entire contract period and within the delivery timeframe provided for on their bid. Unused quantities must not be invoiced and will not be paid.

**19. Specify Case Count & Size(s):**

Specify the case count and size(s) 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

**20. Delivery:**

Items are to be called for as needed by the agency. Do not ship items until called for. Deliveries accepted Monday thru Friday, 7:00 am to 2:00 pm, except holidays.

Packing slip / invoice must accompany each shipment.

Items are to be packaged so as to not be damaged in any way. Agency will not accept damaged goods or food items that are expired or close to expiration.

If the vendor fails to make delivery within the time specified on the purchase order, or if the delivery is late or unsatisfactory, the state of Louisiana reserves the right to cancel the order and purchase it elsewhere, charging any increase in price to the vendor making the original late or unsatisfactory delivery.

**21. Special Conditions Regarding Tobacco Items:**

Notwithstanding the provisions of La R.S. 47:855 (exempting from state tobacco tax all smoking and chewing tobacco for issue to state inmates), all tobacco product items furnished under this contract shall be subject to all applicable tobacco taxes.

Tobacco Taxes: Unit prices shall include all taxes in effect as of the bid opening date. Any additional taxes levied on tobacco products during the contract term may be added to the unit price and paid by the Agency after the issuance of a change order by the Office of State Procurement. Vendor must give thirty (30) days written notice to the Office of State Procurement prior to the effective date of any change in the tobacco tax, otherwise, the current tax rate will remain in effect for thirty (30) days after notice is given.

State Louisiana Wholesale Tobacco Permit Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tobacco Minimum Pricing: The Louisiana Office of Alcohol and Tobacco Control enforces compliance with tobacco minimum pricing pursuant to Revised Statute 51:421 Subpart E – Unfair Sales Law. The price sheet is calculated according to Sub-sections F, G, and H of this Revised Statute. Both tobacco wholesale dealers and tobacco retail locations must comply with the set tobacco minimum pricing that is posted by the 5th of every month. Increased minimum pricing during the contract term may be added to the unit price and paid by the agency after the issuance of a change order by the Office of State Procurement.

Approved Brand List: All items furnished under this contract must remain in compliance with all applicable Louisiana state laws, including the requirements of La R.S. 13:5071 et seq. requiring that all cigarette and roll-your-own cigarette tobacco brands be listed as “approved” on the brand name list maintained on the Louisiana Attorney General’s website, at <https://ladoj.ag.state.la.us/Tobacco>.

If an item to be furnished under this contract is removed from the brand name list maintained by the Louisiana Attorney General during the duration of the contract period, the State reserves the right to cancel the item, and the item will not be considered for subsequent contract renewals.

**22.** **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 Analyst at the Office of State Procurement immediately.

State Procurement Analyst: Kayler Holden, phone: 225-219-4693, email: Kayler.Holden2@la.gov