

**Instructions to Bidders (Reverse Auction)**

1. Read the entire bid, including all terms and conditions and specifications.

2. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "payment in advance" or "C.O.D." requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.

3. Amount of bid bond required: addressed in the special terms and conditions section if applicable.

4. Amount of performance bond, if required: addressed in the special terms and conditions section.

5. Desired delivery: Addressed in the special terms and conditions section.

6. Bids submitted are subject to provisions of the laws of the State of Louisiana including but not limited to LA R.S. 39:1551-1736; purchasing rules and regulations; executive orders; standard terms and conditions; special conditions; and specifications listed in this solicitation.

7. Important: By signing the bid or submitting the bid online via the vendor portal (whichever is applicable), the bidder certifies compliance with all instructions to bidders, terms, conditions and specifications, and further certifies that this bid is made without collusion or fraud. This bid is to be submitted by a person authorized to bind the vendor (see No. 26).

8. Address all inquiries and correspondence to the buyer at the phone and address shown above.

9. Conference: Addressed in the special terms and conditions section if applicable

10. Bids must be submitted by the time indicated on the solicitation.

11. Standards of Quality.

Any product or service bid shall conform to all applicable federal and state laws and regulations and the specifications contained in the solicitation. Unless otherwise specified in the solicitation, and any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation.

12. Descriptive Information.

Bidders proposing an equivalent brand or model shall submit upon request information (such as illustrations, descriptive literature, technical data) sufficient for State of Louisiana to evaluate

Quality, suitability, and compliance with the specifications in the solicitation. Failure to submit requested descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specifications submitted for a product shall be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), bidder should state in what respect item(s) deviate. Failure to note exceptions will not relieve the successful bidder(s) from supplying the actual products requested.

13. Auction Event Closing.

No information or opinions concerning the ultimate contract award will be given at the closing of the auction event or during the evaluation process. Bid submittals may be examined within 72 hours after auction event closing. Information pertaining to completed files may be secured by visiting the Office of State Procurement during normal working hours.

14. Prices.

Unless otherwise specified by the State of Louisiana in the solicitation, bid prices must be complete, including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period. Bids other than F.O.B. destination may be rejected. Prices should be quoted in the unit (each, box, case, etc.) as specified in the solicitation.

15. Deliveries.

Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation.

16. Taxes.

Vendor is responsible for including all applicable taxes in the bid price. State agencies are exempt from all state and local sales and use taxes.

17. New Products.

Unless specifically called for in the solicitation, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation. The manufacturer's standard warranty will apply unless otherwise specified in the solicitation.

18. Contract Renewals.

Upon agreement of the State of Louisiana agency and the Contractor, a term contract may be extended for 2 additional 12-month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed 36 months.

19. Contract Cancellation.

The State of Louisiana has the right to terminate the contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (d) abusive or belligerent conduct by Contractor towards an employee or agent of the state; (e) Contractor's intentional violation of the procurement code (LA R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under LA R.S. 39:1672.

The State of Louisiana may terminate the contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination: or (2) by negotiating with the Contractor an effective date. The state shall pay Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

The State of Louisiana has the right to terminate the contract for cause by giving thirty (30) days written notice to the Contractor of such termination for any of the following non-exclusive reasons: (a) failure to deliver within the time specified in the contract; (b) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; or, (c) any other breach of contract.

20. Default of Contractor.

Failure to deliver within the time specified or to provide the services as specified in the bid will constitute a default and may cause cancellation of the contract. Where the state has determined the Contractor to be in default. The state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the Contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting Contractor will be considered.

21. Order of Priority.

In the event there is a conflict between the instructions to bidders or standard conditions and the special terms and conditions, the special terms and conditions shall govern.

22. Applicable Law.

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

23. Compliance with Civil Rights Laws.

By submitting this bid, bidder agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination. Of any contract entered into as a result of this solicitation.

24. ADA Accessibility Requirements.

If applicable, the Contractor warrants it will comply with federal and state disabilities laws and regulations and also warrants that the products and services provided conform to the applicable accessibility requirements of WCAG 2.1 level AA or the most current version (the “accessibility standards”), Section 508 of The Rehabilitation Act of 1973, and the Americans with Disabilities Act. The Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products and services. If at any time, products and services provided under this contract do not fully conform to the accessibility standards, Contractor shall immediately advise the State of Louisiana Office of State Procurement (the “State”) in writing of the nonconformance and shall provide the State a plan to achieve conformance to the accessibility standards, including but not limited to, an intended timeline for conformance. Contractor further agrees to indemnify and hold harmless the State from any claims or damages arising out of its failure to comply with the requirements of this paragraph. Failure to comply with these requirements shall constitute a material breach of this contract and may be grounds for termination of this contract by the State.

25. Indemnity.

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the State, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the Contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the Contractor, its officers, its agents, or its employees. However, the Contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the State, its officers, its agents or its employees.

26. Signature Authority.

Attention: R.S. 39:1594(C)(4) requires evidence of authority to sign and submit bids to the State of Louisiana. You must indicate which of the following apply to the signer of this bid.

For the purposes of LaGov supplier portal bidding, the signature of authorized signatory of bidder is represented by the LaGov supplier portal user log-in ID. The name of authorized signatory of bidder is represented by the contact person associated with the LaGov supplier portal user log-in ID.

Please circle one:

1. The signer of this bid is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. A copy of the annual report or partnership record must be submitted to this office before contract award.

2. The signer of the bid is a representative of the bidder authorized to submit this bid as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. If this applies a copy of the resolution, certification, or other supportive documents should be attached hereto.

3. The bidder has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.

4. The signer of the bid has been designated by the bidder as authorized to submit bids on the bidder's vendor registration on file with this office.

27. In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

28. Federal Clauses, if Applicable.

Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under section 306 of the clean air act which prohibits the use under non-exempt contracts, grants or loans of facilities included on the EPA list of violating facilities.

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).

Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with federal statutes in the Anti-Lobbying Act and the Debarment Act.

29. Prohibition of Discriminatory Boycotts of Israel.

In accordance with LA R.S. 39:1602.1, the following applies to any bid with a value of $100,000 or more and to vendors with five or more employees:

By submitting a response to this solicitation, the bidder or proposer certifies and agrees that the following information is correct: in preparing its response, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israel-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The bidder has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the bidder or proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

30. Certification of No Suspension or Debarment.

By signing and submitting any proposal for $25,000 or more, the proposer 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 [https://www.sam.gov](https://WWW.SAM.GOV).

31. Secretary of State Registration.

In accordance with Louisiana law, all corporations (see LA R.S. 12:262.1) and limited liability companies (see LA R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or contract over $25,000.

32. All bid amounts shall be submitted in United States dollars.

33. Independent Price Determination.

By signing and submitting a bid, the bidder certifies that the price submitted was independently arrived at without collusion.

34. E-Verify.

The Contractor shall comply with the provisions of LA R.S. 23:995 and federal law pertaining to e-verify in the performance of services under the contract.