

STATE OF LOUISIANA
LOUISIANA AGRICULTURAL FINANCE AUTHORITY

**RESPONSES WILL BE
PUBLICLY OPENED**
10/31/2024
10:00 AM CST

INVITATION TO BID

Solicitation: 92401
Opening Date: 10/31/2024

Vendor Name and Address: (to be completed by Vendor "typed or printed")

**SUBMIT NON-ELECTRONIC
RESPONSE TO: Louisiana Agricultural
Finance Authority**
Procurement Division
Suite 1000
5825 Florida Blvd.
Baton Rouge, LA 70806

Solicitation Number: 92401

Version: 1
Buyer: Jordan DeLaune
Buyer Phone: 225-952-8167
E-Mail: jdelaune@ldaf.state.la.us

Name of Solicitation: LAFA Electric Crew Cab Pickup Truck

Notice to bidder:

All bids must be received no later than October 31, 2024, at 10:00 AM CST.
See attached for specifications and special conditions.

Bids must be delivered directly to 5825 Florida Blvd., Baton Rouge, LA 70806.
Email and Fax bids are not accepted.

Vendor phone number:	TITLE	DATE
Fax Number:		
Signature of Authorized Bidder	Name of Bidder (Typed or printed)	

	Description	Quantity	Unit	Unit Price	Extended Amount
1	<p>2023 or 2024 Electric Crew Cab Pickup Truck</p> <p>Vehicle per the attached specifications.</p> <p>Approved Colors: White, Silve, Grey</p> <p>Please State Manufacturer Bid:</p> <hr/> <p>Please State Model Number Bid:</p> <hr/> <p>Please State Interior Color:</p> <hr/> <p>Please State Exterior Color:</p> <hr/> <p>See attached specifications and special conditions.</p>	1	Each		

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK.
4. 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.
5. AMOUNT OF BID BOND REQUIRED: ADDRESSED IN THE SPECIAL TERMS AND CONDITIONS SECTION IF APPLICABLE
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED: ADDRESSED IN THE SPECIAL TERMS AND CONDITIONS SECTION
7. DESIRED DELIVERY: ADDRESSED IN THE SPECIAL TERMS AND CONDITIONS SECTION
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
10. IMPORTANT: BY SIGNING THE BID, 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 MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE WITH INK OR TYPEWRITTEN.
11. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.
12. CONFERENCE: ADDRESSED IN THE SPECIAL TERMS AND CONDITIONS SECTION IF APPLICABLE
13. BID FORMS.
ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:
 - A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
 - B. BID FILLED OUT IN PENCIL; AND
 - C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. FAX ALTERATIONS, NOT INVOLVING PRICING, TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED BID FORM AND FAXED ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING. ALTERATIONS TO PRICE MUST BE RECEIVED IN A SEALED ENVELOPE WITH THE BID NUMBER, OPENING DATE AND TIME DISPLAYED ON THE OUTSIDE OF THE ENVELOPE AND TIME STAMPED BEFORE BID OPENING. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.

14. 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.

15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID 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 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 ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

18. 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.

19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. 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.

21. 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.

22. 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.

23. CONTRACT CANCELLATION.

THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING:

(1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT;

(2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION;

(3) MISREPRESENTATION BY THE CONTRACTOR;

(4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE;

(5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW;

(6) ANY OTHER BREACH OF CONTRACT.

THE STATE, BY WRITTEN NOTICE, MAY TERMINATE THIS CONTRACT, IN WHOLE OR IN PART, WHEN IT IS IN THE STATE'S INTEREST. IF THIS CONTRACT IS TERMINATED, THE STATE SHALL BE LIABLE ONLY FOR GOODS OR SERVICES DELIVERED OR ACCEPTED. THE STATE NOTICE OF TERMINATION MAY PROVIDE THE CONTRACTOR THIRTY (30) DAYS PRIOR NOTICE BEFORE IT BECOMES EFFECTIVE. HOWEVER, AT THE STATE'S SOLE OPTION A TERMINATION OF CONVENIENCE MAY BE EFFECTIVE IMMEDIATELY AND MAY APPLY TO DELIVERY ORDERS (IF APPLICABLE) OR TO THE CONTRACT IN WHOLE.

24. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME 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.

25. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.

BY SUBMITTING AND SIGNING 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 OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE 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, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. 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.

28. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN 7 DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. 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.

30. 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.

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 MUST 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.

31. IN ACCORDANCE WITH THE PROVISIONS OF R.S. 39:2182, IN AWARDED 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, PROFESSIONAL, PERSONAL, CONSULTING, AND SOCIAL SERVICES PROCUREMENT UNDER THE PROVISIONS OF CHAPTER 16 OF TITLE 39, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.

32. FEDERAL CLAUSES, IF APPLICABLE.

CIVIL RIGHTS

BOTH PARTIES SHALL ABIDE BY THE REQUIREMENTS OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AND SHALL NOT DISCRIMINATE AGAINST EMPLOYEES OR APPLICANTS DUE TO COLOR, RACE, RELIGION, SEX, HANDICAP OR NATIONAL ORIGIN. FURTHERMORE, BOTH PARTIES SHALL TAKE AFFIRMATIVE ACTION PURSUANT TO EXECUTIVE ORDER #11246 AND THE NATIONAL VOCATIONAL REHABILITATION ACT OF 1973 TO PROVIDE FOR POSITIVE POSTURE IN EMPLOYING AND UPGRADING PERSONS WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, HANDICAP OR NATIONAL ORIGIN, AND SHALL TAKE AFFIRMATIVE ACTION AS PROVIDED IN THE VIETNAM ERA VETERAN'S READJUSTMENT ACT OF 1974. BOTH PARTIES SHALL ALSO ABIDE BY THE REQUIREMENTS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE VOCATIONAL REHABILITATION ACT OF 1973 TO ENSURE THAT ALL SERVICES ARE DELIVERED WITHOUT DISCRIMINATION DUE TO RACE, COLOR, NATIONAL ORIGIN OR HANDICAP.

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.

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.

33. 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).

34. 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.

35. ALL BID AMOUNTS SHALL BE SUBMITTED IN UNITED STATES DOLLARS.

Specifications – Electric Truck

2024 Chevrolet Silverado EV, 2024 Ford F-150 Lightning, or approved equal.

2023 or 2024 EV Crew Cab Pickup Truck

Exterior Color: White, Silver, or Grey

Interior Color: Optional

Electric Engine

Automatic Transmission

Battery Capacity: 98 kW hours or more

Battery Energy Capacity: 328 ampere-hour or more

Battery Max Charge Rate: 155 kW or more

Bed Length: 5'7" or similar

Air conditioning

Power Windows and Locks

Cruise Control

Mobile Power Cord

Must be charged via plug

Delivery is of the essence and the State reserves the right to award to that vendor which provides the earliest possible delivery from the date of award. The State also reserves the right to reject any and all vendors who cannot make delivery within 120 days from the date of award.

**BID DELIVERY INSTRUCTIONS FOR LOUISIANA DEPARTMENT OF
AGRICULTURE & FORESTRY
LAFA**

Bids may be mailed through the U.S. Postal Service or delivered by hand courier service to:

Louisiana Department of Agriculture & Forestry
Louisiana Agricultural Finance Authority
Procurement Section
Suite 1000
5825 Florida Blvd.
Baton Rouge, LA 70806

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Louisiana Department of Agriculture & Forestry 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.

Please state estimated delivery date: _____

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.

Vendor's Forms: The Purchase 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 sixty (60) days. If accepted, prices must be firm for the specified period.

Payment: Payment will be made on the basis of unit price as listed on the purchase order. Such price and payment will constitute full compensation for the contract.

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

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. 39:1673.

Late Payments: Late payments; if any shall be paid in accordance with R.S. 39:1695.

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 of OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at www.sam.gov.

Compliance with Civil Rights Laws: By submitting and signing this solicitation, the bidder agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the 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 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, national origin, veteran status, political affiliation, or disabilities. 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.

Louisiana Motor Vehicle Dealer 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 R.S. 32:1254 with their bid. 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.

Waste Tire Fee Notice: Do not include the cost of the waste tire fee in your bid price. The State of Louisiana, LAFA, 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: \$2.00 for passenger/light truck tires including the spare, \$5.00 for medium truck tires including the spare, and \$10.00 for off road vehicle tire including the spare. Bidders are requested to note the number of tires on the vehicle being bid, including the spare.

Number of tires: _____

Please state the applicable fee per tire to be charged: \$ _____

General Requirements:

If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications.

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

Bidder should indicate either their compliance with each stated specification requirement, or their proposed specification. Failure to indicate any deviations will be interpreted to mean bidder is furnishing exactly as specified.

The specifications describe the minimum requirements. The equipment shall be new, of current manufacture, a production model, and must meet all State and Federal safety standards in effect at the time of delivery.

Any additions, deletions, or variations from the specifications should be noted in writing. Minor deviations from the specifications which do not impair comparative functional equivalency will be accepted. Any references to brand name parts, supplies, or equipment in the specifications shall be "or equal" unless otherwise stated.

All applicable requirements and standards of the Environmental Protection Agency regulations, Federal Motor Vehicle Safety Standards, Federal Motor Carrier Safety Administration regulations and Tire and Rim Association Inc. that are in effect on the date of manufacture, shall apply. Vehicle(s) furnished to meet indicated specifications, including all equipment and accessories, shall comply with the regulations applicable to current model year vehicle: Title 49, Code of Federal Regulations, Chapter iii, Federal Highway Administration, Department of Transportation and State of Louisiana highway regulatory laws.

All vehicles shall be approved and marketed by the OEM. Full OEM literature, parts, service, technical support and warranties shall be available.

Exterior Finishes: Vehicle exteriors shall be painted with standard production colors as listed in the vehicle specifications.

Materials: Materials used shall be new with quality conforming to current engineering and manufacturing practices. Materials shall be free of defects and shall be suitable for the intended service.

Workmanship: Any equipment delivered under this specification is subject to rejection if there is evidence of poor workmanship by either the vendor, or the original manufacturer. Any defect must be corrected to specification and to the satisfaction of the agency prior to invoice payment.

Delivery: Vehicle shall be delivered fully serviced and ready for use. The dealer shall be required to make any necessary adjustments or install omitted equipment prior to acceptance of vehicle. No facilities or personnel will be provided by the State to handle any make-ready adjustments or equipment installations.

Warranty: Vehicle shall be fully warranted against defective materials or workmanship by the OEM program for a period of not less than thirty-six (36) months or 36,000 miles from the date of delivery. However, if additional warranty coverage on the whole or any component of the vehicle, in the form of time and/or including any pro rata arrangements, it shall be included.

Delivery location:

Louisiana Agricultural Finance Authority
Fleet Division
5825 Florida Blvd.
Baton Rouge, LA 70806

Louisiana Inspection Sticker: A safety inspection shall be performed on the vehicle prior to delivery and a Louisiana inspection sticker properly affixed.

***Note: Do NOT include the cost of the safety inspection in your bid price.

Applicable Safety Inspection Sticker cost, as determined by Louisiana Department of Motor Vehicles (DMV) guidelines, will be added to awarded lines, based on the parish successful Dealer is domiciled.

2 Year new vehicle Safety Inspection Stickers will be required for participating Dealers, in participating parishes.

1 Year Safety Inspection Stickers will be required for all other vehicles not covered above.

Dealer complete the following:

Dealership Domiciled in _____ Parish.

Check the selection applicable to your Dealership:

- Dealership authorized to issue LA new vehicle 2 Year Safety Inspection Sticker
- Dealership authorized to issue LA 1 Year Safety Inspection Sticker
- Dealership is not authorized to issue, but will obtain a 1 Year sticker prior to delivery of vehicle
- Dealership is not authorized to issue, but will obtain a 2 Year sticker prior to delivery of vehicle

Documents:

The vehicle must be delivered with:

- Complete Certificate of Origin
- Odometer disclosure statement
- Warranty owner's manual and details
- Copy of dealer's inspection and service check sheet and any other necessary credentials
- Dealer must set up notification through OEM to LAFA for receiving new bulletins, vehicle updates, service alerts or recalls
- Temporary license
- Motor vehicle safety inspection sticker
- Notarized invoice

Any other documentation required in the specifications.