**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 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 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.

\*Note: LaPAC is the state’s online electronic bid posting and notification system resident on State Procurement’s website [<https://www.doa.la.gov/doa/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:

<https://www.doa.la.gov/doa/osp/vendor-resources/>

**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.

**Proprietary**

In accordance with La. R.S. 39:1655, this bid has been approved as proprietary, and only the makes and models listed will be considered for award.

**Acceptance**

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

**Invoices**

Invoice will be submitted by the Contractor to the using Agency, and the invoice shall refer to the delivery ticket number, delivery date, purchase order number, quantity, unit price, and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the Contractor in duplicate directly to the accounting department of the using Agency. Invoices shall show the amount of any cash discount, and shall be submitted on the Contractor’s own invoice form.

**Payment**

Payment will be made on the basis of unit price as listed in this contract; such price and payment will constitute full compensation for furnishing and delivering the contract commodities. In no case will the State Agency refuse to make partial payments to the Contractor although all items have not been delivered. This payment in no way relieves the Contractor of his responsibility to effect shipment of the balance of the order. Payment will be made to vendor and address as shown on order.

**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 50% Louisiana residents.

1. Do you have a Louisiana Business workforce? \_\_\_\_\_\_\_ yes \_\_\_\_\_\_\_ no
2. If so, do you certify that at least 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 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 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.)

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 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 bidder offers Louisiana items which are within 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**.

**Procurement of United States Products:**

Per La. R.S. 39:362(C), any motor vehicle purchased by the State of Louisiana shall be produced in the United States. For purposes of this solicitation, produced in the United States shall include any vehicle:

1. With at least 50% of its component parts produced in the United States or Canada as defined by Part 583 American Automobile Labeling Act (AALA) Reports;
2. With a final assembly point in the United States; or
3. With the origin of its engine or transmission in the United States

Proof of “produced in the United States” status shall be provided within seven business days of request by OSP.

**Literature**

Literature and/or specifications must be submitted upon request; if requested, literature and/or specifications must be submitted within five 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.

**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.

**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. Vendors 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 and 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.

**Payment Type Will Accept Already Enrolled**

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

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

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

Printed Name of Individual Authorized

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

Authorized Signature for payment type chosen Date

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

Email address and phone number of authorized individual

**Louisiana Motor Vehicle Dealers License**

Bidders must be licensed by the Louisiana Motor Vehicle Commission and 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 10 business days following the bid opening date. Failure to do so will result in the bid being rejected. 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](http://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, 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 including the spare, $5.00 for medium truck tires including the spare and $10.00 for off road vehicle tires including the spare. Bidders are requested to note the number of tires on the vehicle being bid, including the spare.

Number of tires, including the spare: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**If an item has domestic status because of a trade treaty or other initiative, then the bidder may be required to identify each product, country and qualifying treaty.**

**Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries:**

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of $100,000 or more involving a

for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity’s or association’s status as a firearm entity or firearm trade association;
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity’s or association’s status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

**General Specifications**

* 1. 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.
	2. 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.
	3. 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.
	4. 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.

* 1. Responsibility for Inspection:

Unless otherwise specified in the contract or purchase order, the dealer shall be responsible for the performance of all inspection and test requirements necessary to ensure compliance with requirements of general and detailed specifications. This action does not preclude subsequent inspection and testing by the State authorized representative to further determine conformance with specification requirements of quality standards of workmanship, material and construction techniques. It will be the responsibility of the dealer to pick up vehicle(s) rejected, make necessary corrections and re-deliver for re-inspection and acceptance.

* 1. Emission Standards:

 In order to be considered for award, unless specified, vehicle herein, must be approved for delivery in the 48 continental United States.

* 1. Delivery:

Vehicles 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 the vehicle. No facilities or personnel will be provided by the State to handle any make-ready adjustments or equipment installations.

h) Louisiana Safety Inspection Sticker:

A safety inspection shall be performed on each unit 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.

References:

DMV: <http://dpsweb.dps.louisiana.gov/omv1.nsf/>, Section IV, 112.00

LSP: <http://www.lsp.org/lse_form4.html>

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 vehicles.

 Dealership is not authorized to issue, but will obtain a 2 Year sticker prior to delivery of vehicles.

* 1. Documents:

Each vehicle shall be delivered with:

* + 1. Complete certification of origin
		2. Odometer disclosure statement
		3. Warranty owner's manual and details
		4. Copy of dealer's inspection and service check sheet and any other necessary credentials.
		5. Dealer must set up notification through OEM to Agency for receiving new bulletins, vehicle updates, service alerts or recalls.
		6. Temporary license
		7. Motor vehicle safety inspection sticker
		8. Notarized invoice

Any other documentation required in the specifications