

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 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 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 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.

 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 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:

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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 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:

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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. 39:1604, 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 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 bidder offers items manufactured in the United States which are within 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 separate sheet.)

1. **Literature:**

 Literature and/or specifications must be submitted upon request; if requested, literature and/or specifications must be submitted within 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 with date of award and ending June 30, 2025.

**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 additional 12- month periods at the same prices, terms and conditions. Total contract period may not exceed 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 unit, unless otherwise stated. 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. Blanket Order Delivery**

The State reserves the right to reject any and all vendors who cannot make delivery within the stated timeframe, as specified in the line(s) of the RFx, from the date the order is called in or otherwise submitted by the using agency.

**20. End of FY Delivery:**

Due to fiscal year constraints, funding may be unavailable for payment for items not delivered by June 30. If delivery cannot be made in accordance with theorder, vendor must advise the Agency of inability to supply.

**21. Calendar of Events:**

Deadline to receive written inquiries: Wednesday, April 21, 2025

Deadline to answer written inquiries: Wednesday, April 28, 2025

Bid Opening Date and Time: Wednesday, June 4, 2025, 10:00 AM CT

Note: The State of Louisiana reserves the right to revise this calendar. Revisions before the bid opening date and time, if any, will be formalized by the issuance of an addendum to this ITB.

**22. 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.

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the ITB documents and to submit any written inquires relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the bidder, clearly cross-referenced to the relevant ITB section. All inquiries must be received by the Inquiry Deadline date set forth in Section 3-Calendar of Events of this Invitation to Bid (ITB). 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 ITB shall be delivered to the State’s contact person for this ITB, Natalie Verbois*,* by mail, express courier, e-mail, hand, or fax to:

 Office of State Procurement

 Attention: Natalie Verbois

 1201 North Third Street

 Claiborne Building, Suite 2-160

 Baton Rouge, LA 70802

 E-mail: Natalie.Verbois2@la.gov

 Phone: (225) 342-1038

 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’s LaPAC\* website, to address all inquiries received and any changes or clarifications to the ITB. Thereafter, all ITB 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 an ITB.

\*Note: LaPAC’s is the State’s online electronic bid posting and notification system resident on the Office of 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 e-mail 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 OSP website under Vendor Resources at:

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

**23. Method of Award:**

It is the intent of the State to award this contract on an individual basis to the lowest responsive, responsible bidder(s) meeting the specifications. The State further reserves the right to reject individual line items from the award.

**24.** **PROHIBITED PROCUREMENT OF TELECOMMUNICATIONS OR VIDEO SURVEILLANCE EQUIPMENT OR SERVICES:**

 In accordance with [La. R.S. 39:1753.1](https://legis.la.gov/Legis/Law.aspx?d=1195352), the following Telecommunications or Video Surveillance Equipment or Services are prohibited from being procured:

1. Telecommunications Equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities, as described in Section 889(f)(3)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.
2. Video Surveillance Equipment or Telecommunications Equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or any subsidiary or affiliate of such entities, as described in Section 889(f)(3)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.
3. Telecommunications or Video Surveillance Equipment or Services produced or provided by an entity found to be owned, controlled, or otherwise connected to the government of the People’s Republic of China, as described in Section 889(f)(3)(D) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.
4. Any product or equipment, regardless of manufacturer, containing as a component any equipment identified by paragraphs a) through c) above.  This may include but is not limited to the following:
	1. Computers or other equipment containing a component which enables any form of network connectivity or telecommunications regardless of whether the equipment is regularly connected to a network.
	2. Building automation, environmental controls, access controls, or facility management and monitoring systems.
5. Voting machines, peripherals, and election systems that are a product, or a component thereof, that is identified as being produced by those entities listed in paragraphs a) through c) above, shall be prohibited telecommunications or video surveillance equipment pursuant to La. R.S. 39:1753.1.
6. Any services provided using any equipment identified by paragraphs a) through e) above.

 Prior to the award of this solicitation, the bidder, who has not been rejected as non-responsive or disqualified as non-responsible, shall provide documentation by Affidavit, **Exhibit 4** of this ITB, that the equipment or services to be procured through the contract are not prohibited telecommunications or video surveillance equipment or services as defined above.

 Any Vendor found to be in violation of the above shall, at its own expense, replace the prohibited telecommunications or video surveillance equipment or services with non-prohibited equipment or services of at least equal quality and performance. Failure to comply with the above, shall result in the cancellation of the contract and the Vendor will be subject to debarment or suspension in accordance with La. R.S. 39:1672.

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 State Procurement Analyst: Natalie Verbois, Phone: 225-342-1038, Email: Natalie.Verbois2@la.gov