



State of Louisiana
Bid Invitation
Attachment A Special Terms and Conditions
Solicitation Number: 3000006115

Bid Delivery Instructions for State Procurement:

Bidders are hereby advised that the U.S. Postal Service does not make deliveries to our physical location:

Bids may be mailed through the U.S. Postal Service to our box at:

Office of State Procurement
P O Box 94095
Baton Rouge, LA 70804-9095

If delivering by U.S. Postal Service to the P.O. Box listed above, please allow sufficient time for the mail to then be transmitted to the Office of State Procurement. The Office of State Procurement must receive the bid by the bid opening date and time.

Bids may be delivered by hand or courier service to our physical location as follows:

Office of State Procurement
Claiborne Building, Suite 2-160
1201 North Third Street
Baton Rouge, LA 70802.

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 our 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.

Publicizing Awards: In accordance with L.A.C.34:I.535, unsuccessful bidders will be notified of the award provided that they submit with the bid a self-addressed stamped envelope requesting this information.

****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 pay a registration fee and enroll in the proper category in LaGOV at the following website:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

Paid enrollment in LaGOV provides LAPAC E-Mail notification of bid opportunities based upon commodities that you select.

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/release 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 60 days. If accepted, prices must be firm for the specified contract period.

Substitutes: Only brands and numbers stated in the award are approved for delivery under this contract and any substitution must receive prior written approval of the Director of State Procurement or designee.

Method of Award: It is the intent of the State of Louisiana to award this bid on an all-or-none basis. Award will be made to overall low bidder on Lines 1-5, meeting the requirements of the bid. However, the State reserves the right to delete items from any award, to reject any and all bids and waive informalities.

Vendor List: The bidder who signs the bid will be designated as Prime Contractor of any contract resulting from this solicitation. If additional Distributor Vendors are authorized to receive orders for items contained in said contract, the bidder should submit with the bid a list of those additional Authorized Distributors including the complete business address. The Prime Contractor will be responsible for the actions of any Distributor Vendors listed.

Contract revisions: Requests for revisions to this contract must be addressed to the Director of State Procurement and shall refer to the contract item number with justification of the request. Distributor Vendor changes, price reductions and justifiable item deletions may be considered during the contract period. New item additions may be considered only when state Procurement has determined additions will be of substantial benefit to the state and will justify the time, effort and cost required to make such additions.

Contractor must immediately notify the Office of State Procurement when any dealer on this contract is terminated, relocated, or added. All orders placed with dealers prior to receipt of such notification by The Office of State Procurement must be honored. Revisions will become effective only upon approval by the Director of State Procurement or Designee. Bidder should include with bid a list of all persons, in addition to the signer of this bid, who are authorized to request revisions to this contract.

Contractual Period: The State of Louisiana intends to award all items for an initial period, not to exceed 12 months. Delays in awarding beyond the anticipated starting date, may result in a change in the contract period. If this situation occurs, an award may be made for less than 12 months. Contract is for a period of 12 months beginning with date of award.

Quantities: This is an open-ended requirements contract. Where usage is not available, a quantity of (1) one indicates a lack of history on this item. The successful bidder must supply at bid prices actual requirements as ordered whether the total of such requirements are more or less than the quantities shown. No quantities are guaranteed.

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

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.

Bidder may be required to furnish literature prior to award.

Samples:

A sample may be required from the apparent successful bidder. When requested, the sample must be furnished at the vendor's expense and received at the Office of State Procurement within ten (10) days of request.

Samples are subject to laboratory testing before final acceptance.

*****Instructions for Submission and Return of Samples*****

Samples are to be delivered to:

Office of State Procurement
Attn: Connie Spann
1201 N. Third Street
Claiborne Building, Suite 2-160
Baton Rouge, La 70802

Samples are to be furnished at the vendor's expense. Packages should be clearly labeled with the file number and bid opening date. Each individual sample within the package must be clearly labeled with sender's name, manufacturer's brand name and model number, file number, and item number.

Sample of successful bidder will be retained at the central purchasing office for the purpose of receiving merchandise. Any part of merchandise received that does not meet the quality and construction of the sample will be rejected and returned at the vendor's expense.

Return of sample(s): any other sample received, if not destroyed in testing may be returned at bidder's expense. Request for return, shipping authorization, and sufficient return postage must be received no later than ten (10) days after bid opening, or commodities shall be disposed of by the State of Louisiana.

Prices are to be bid in the unit of measure requested (per roll, per reel, per carton, per gallon etc.).

Packaging and Labeling: Vendors are encouraged to consider delivery methods that utilize recyclable or reusable packaging material and containers, or those with recycled content.

Quality level: All items shall be new, unused, and a currently standard product of an established manufacturer except for such deviations as may be required by each item specification. Items shall have a neat, well-finished appearance and shall be free of all imperfections and/or defects which might affect overall appearance, normal

life of serviceability. Products furnished shall be “first” commercial grade, clean and free from tears or holes, Seconds, irregulars, shorts, or run of the mill are not acceptable. There shall be no broken or loose yarn, stitches or seams, Threads shall be trimmed. Hems shall be smooth, straight and uniform, with sufficient under turn and stitching to prevent exposure of ends through normal use and laundering. All items are subject to inspection and testing.

If merchandise fails to meet the specifications, the cost of testing and inspection will be paid by the contractor. If the merchandise is in compliance, cost of all test will be paid by the using agency. The vendor will be responsible for all charges which may arise in the completion of this order, including tools, dies, and casting charges.

The above 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 stated in the bid.

Price: It shall be distinctly agreed and understood that the price quoted must be a firm price, and not be subject to change at time of shipment.

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

Usage: Successful vendor is to keep a record of all orders issued against this contract during the contract period. Approximately four (4) months prior to the end of the contract period, the vendor is to be prepared to submit to the Office of State Procurement a contract usage report.

The usage report is to include the vendor’s name, phone and fax numbers, the persons who compiled the report and a summary “by line item” indicating quantity purchased and prices.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of a contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act or Title 39 of the La. Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reductions is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first Fiscal Year for which funds are not appropriated.

DOTD Payment: In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources, DOTD strongly encourages vendors to participate in accepting Electronic Funds Transfer (EFT) payments

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and vendors, the State intends to make all payments to vendors 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 vendor payment solution (EVP) or electronic funds transfer (EFT). If you receive an award and do not currently accept the LaCarte card or EVP or have not already enrolled in EFT, you will be asked to comply with this request by choosing one the following three options. You may indicate your acceptance below.

LaCarte

The LaCarte procurement card uses a visa card platform. Vendors receive payment from state agencies using the card in the same manner as other visa card purchases. Vendors 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 vendor 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.

EVP

EVP method converts check payments to a visa credit card thereby streamlining payments to your organization. Participants receive a credit card account number with unique security features. This card will have \$0 available funds until an invoice is approved for payment. As payments are approved, electronic remittance notifications are sent via email along with approval to charge the card for that amount. EVP requires no change to current invoice procedures; it is secure, and does not require your bank information.

EFT

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 is available at <http://www.doa.louisiana.gov/osrap/efforwebsite.pdf>. To facilitate this payment process, you will need to complete and return both EFT enrollment forms found at <http://www.doa.louisiana.gov/erp/pdfs/lagov%20ap-03%20-%20eft%20vendor%20enrollment%20form.pdf> and <http://www.doa.louisiana.gov/osrap/efforwebsite.pdf>.

Payment type	Will Accept	Already Enrolled
LaCarte	_____	_____
EVP	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for Payment Type Chosen

Date

Email Address and phone number of authorized individual

Scope of Contract: Submittal of any terms and conditions contrary to those of the State of Louisiana may cause your bid to be rejected. By signing below, terms and conditions which may be included in your bid are nullified and contractor agrees that this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

Bidder's Signature

All art, color separations, film, negatives, tapes, flash drives, logos, special plates and dies remain the property of the State of Louisiana. Successful vendor is to forward these to the agency upon completion of this job.