



# State of Louisiana

## Bid Invitation

**Special Terms and Conditions for RFX 3000006384**

### **ATTACHMENT A 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 delivery 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 specified.

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:V:335; unsuccessful bidders will be notified of the award provided that they submit with their 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 enroll in the proper category in LaGOV at the following website:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg)

**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.

**Administrative Fee or Rebate:**

Contractor shall pay a minimum 1 % administrative fee or rebate to the State of Louisiana. The administrative fee or rebate shall be submitted quarterly and shall be based on the total net (gross sales minus returns, credits and deductions) sales made to entities located in the State of Louisiana under the contract. The check is to be made payable to the State of Louisiana, Division of Administration, Office of State Procurement. The check is to be mailed to the Office of State Procurement, Attn: Caroline Eidson, either through the U.S. Postal Service to our box at: P. O. Box 94095, Baton Rouge, LA 70804-9095; or through a courier service to our physical location at: 1201 North 3<sup>rd</sup> Street, Suite 2-160, Baton Rouge, LA 70802. Payment shall be made in accordance with the following schedule:

<u>Quarter</u>	<u>Payment Period</u>	<u>Payment Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

**Usage Reports:**

Contractor shall submit detailed sales data reports quarterly to the State of Louisiana Contracts Manager. Initiation and submission of the quarterly reports to the State of Louisiana is the responsibility of the Contractor without prompting or notification by the State of Louisiana Contracts Manager. The format for the detailed sales data report shall be in accordance with the reporting format approved by the lead state. The due dates of each quarterly report are as follows:

<u>Quarter</u>	<u>Reporting Period</u>	<u>Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

**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.

**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.

**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.

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

**Contract Revisions.** Request for all revisions to the contract must be submitted in writing by the representative authorized to sign the execution of the bid sheet, unless otherwise stated herein:

I, \_\_\_\_\_, duly authorized to execute the contract, hereby delegate the following person/persons to submit written requests for revisions to the contract:

1) \_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

2) \_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

3) \_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

Briefly state any restrictions as to type of revisions delegates may request.

COMMENT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Requests for revisions to the contract shall be addressed to the Office of State Procurement and shall refer to the contract item number (with brief explanation of request). Distributor vendor changes, price reductions and item deletions may be requested at any time during the contract period.

New item additions will be considered only on the anniversary date of the contract. Exceptions to this will be allowed only when the Office of 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 the contract is terminated, relocated, or added. All orders placed with dealers prior to receipt of such notification to the Office of State Procurement must be honored.

Revisions will become effective only upon approval by the Office of State Procurement.

**Cooperative Purchase.** Note: Response to this section will not affect the bid award.

Political Subdivisions of the State, Quasi State Agencies, and External Procurement Units (described below), may be permitted to purchase from contracts made by the Office of State Procurement. The bidder may, at its option, permit political subdivisions of the State, Quasi State Agencies, and External Procurement Units to purchase from any contract awarded against this solicitation. Please check all that apply:

\_\_\_\_\_ Bidder permits any contract awarded to apply to Quasi State Agencies or other Political Subdivision of the State.

\_\_\_\_\_ Bidder permits any contract awarded to apply to Agencies of the United States Government.

\_\_\_\_\_ Bidder permits any contract awarded to apply to other buying organizations (other than the United States Government), not located in this State which, if located in this State, would qualify as a public procurement unit.

**Louisiana Preference:** In accordance with Louisiana Revised Statutes 39:1604, a preference not to exceed ten per cent (10%) may be allowed for products manufactured, produced, grown, or assembled in Louisiana of equal quality.

Do you claim this preference? Yes\_\_\_\_\_

Specify line number(s): \_\_\_\_\_

Specify location within Louisiana where product is manufactured, produced, grown, assembled, or further processed.

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(NOTE: If more space is required, include on separate sheet.)

Do you have a Louisiana Business workforce? Yes\_\_\_\_\_ No\_\_\_\_\_

If so, do you certify that at least fifty per cent (50%) of your Louisiana Business Workforce is comprised of Louisiana residents? Yes\_\_\_\_\_ No\_\_\_\_\_

Failure to specify above information may cause elimination from preferences.

**Procurement of United States Products:**

In accordance with the provisions of R.S. 39:1604.7, in the event a contract is not entered into for products purchased under the provisions of 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 five (5) percent.
- (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 (1) bidder offers items manufactured in the United States which are within five percent 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.)

**Late Payments.** Interest due by a State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

**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 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 have not already enrolled in EFT, you will be asked to comply with this request by choosing one of the following three (3) 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 the 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 upon request.

### **EVP**

EVP method converts check payments to 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 mail along with approved 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/eftforwebsite.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/EFTforWebsite.pdf>.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<b>PAYMENT TYPE</b>	<b>WILL ACCEPT</b>	<b>ALREADY ENROLLED</b>
<b>LaCARTE</b>	_____	
<b>EVP</b>	_____	_____
<b>EFT</b>	_____	_____

\_\_\_\_\_  
Printed Name of Individual Authorized

\_\_\_\_\_  
Authorized Signature for Payment Type Chosen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address and Phone Number of Authorized Individual

**Sample(s) may be required.** When requested, samples must be furnished at vendor's expense, and received not later than 10 days after request. Packages should be clearly labeled with the file number. Each individual sample within the package must be clearly labeled with the bidder's name, manufacturer's brand name and number, file number and item reference. Submit only one bid proposal's samples per box. Samples of successful bidder will be retained at the Office of State Procurement or the using agency for the purpose of receiving merchandise. Any part of merchandise received that does not meet the quality standards and construction of the sample will be rejected and returned at vendor's expense.

The purchasing agency reserves the right to inspect and test the delivered merchandise for compliance with the bid specification. If merchandise fails to meet the specifications, the cost of test 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.

**Delivery.** Deliver to any agency of the State government eligible by State statute and/or authorized to purchase from the contract. Delivery is to be made upon the issuance of a purchase order.

Contractors will have access to an adequate supply of all items in order to meet deliveries of not more than ninety (90) business days.

**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.

**Vendor List.** The bidder who signs the bid will be designated as prime contractor on 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.

**Price Reductions.** Whenever there is a reduction in price, which is lower than the contract price, offered to similarly situated customers contracting for the same period and under the same terms and conditions, said reduction must be presented directly to the director of state procurement. No price reduction on a statewide contract may be offered to an agency unless that reduction is offered to all agencies.

**Certification of No Federal 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 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 <http://www.sam.gov>.

**Contractor Utilization.** By submitting a bid, bidder acknowledges that he agrees to the following terms that will be a part of any resulting contract(s) from this solicitation:

The contract has been designated as a Louisiana Pricing Schedule (“LAPS”) contract. The State intends to use the following process before placing orders under the contract, and the contractor explicitly understands and agrees to the use of this process before accepting orders under the contract. Where multiple LAPS contracts exist for functionally equivalent products and/or services and the procurement is above \$25,000, all eligible users of these contracts will utilize the following procedures:

- 1) Prepare a Request for Responses (an informal process used to make a best value determination) that include, if applicable:
  - A) Performance – based statement of work that includes such things as
    - The work to be performed
    - Location of work
    - Period of performance
    - Deliverable schedule
    - Applicable performance standards
    - Acceptance criteria
    - Any special requirements (e.g., security clearances, special knowledge, etc.)
    - The products required (using a generic description of products and functions whenever possible.)
  - B) If necessary or applicable, a request for submittal of a project plan for performing the task and information on the contractor’s experience and/or past performance performing similar tasks.
  - C) A best value determination is one that considers, in addition to underlying contract pricing, such factors as:
    - Probable life of the item selected
    - Environmental and Energy efficiency considerations
    - Technical qualifications
    - Delivery Terms
    - Warranty
    - Maintenance availability
    - Administrative costs

- Compatibility of an item within the user's environment
- User's familiarity with the item or service

- D) A request for submittal of a firm-fixed total price for labor and/or products which are no higher than the prices in the LAPS contract.
- 2) Submit the Request for Response to at least three (3) LAPS contract holders, whenever available, offering functionally equivalent products and/or services that will meet the agency's needs.
- 3) Evaluate responses and select the Contractor to receive the order:
- A) After responses have been evaluated, the order shall be placed with the contractor that represents the best value that meets the Agency's needs. The ordering agency should give preference to small-entrepreneurships or small and emerging businesses when two or more contractors can provide the services and/or products at the same firm-fixed price.
- B) The ordering agency shall document in the procurement file the evaluation of the contractor's responses that formed the basis for selection. The documentation shall identify the contractor from which the services and/or products were purchased, the services and/or products purchased, and the cost of the resulting purchase order.
- C) Purchases shall not be artificially divided to avoid the requirements of this section when recurring requirements for same products are known.

**Brand Name Contracts.** Brand name contracts for Janitorial Chemicals are expected to have \$20,000 usage annually. This usage amount may be waived in whole or in part due to extenuating circumstances, in the state's best interest. The Office of State Procurement will consider contract purchases from both state agencies and political subdivisions.

**Material safety data sheets (MSDS)** and the actual product label are required for each chemical and should be submitted with the bid or shall be submitted within seven (7) days of request. The vendor is responsible for providing updated MSDS and/or labels to the Office of State Procurement as needed.

All materials furnished under the contract shall comply with all federal, state, and local laws, rules and regulations for the chemicals listed in the contract, including OSHA regulations standard 29 CFR. All products shipped as part of the contract must include an MSDS and the container shall be properly labeled with all required information and warnings.

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

**Bidders should submit** with their bid response the most recent published commercial price list and their GSA price schedule (if one exists) covering all items bid. In the event that a printed published price list is not available, a typed, signed and notarized list of prices covering all items bid should be submitted. If not submitted with the bid, this information shall be provided within ten (10) days of the request. Prices bid may not exceed the commercial price list or GSA prices in order for the item(s) to be awarded. Any terms and conditions contained in the published price list or GSA price list will not be applicable to the state's contract unless specifically stated.

**All or None Award.** Award to be made on an all-or-none basis to the overall low bidder meeting the specifications. The State of Louisiana reserves the right to reject individual line items from the award

**A bidder** who is not the manufacturer of the products bid shall be authorized by the manufacturer to bid and sell the particular products. A signed letter from the manufacturer certifying that the bidder has the proper authorization to bid and sell the products may be required. If required, the information shall be provided within seven (7) days of the request.

**Contract Performance Evaluation.** In an effort to improve our contracts to meet the needs of the agencies we serve, the contractor's performance will be monitored. Agencies feedback will be requested regarding customer service, delivery, product quality, billing, overall effectiveness of the contract, and any needed changes. Their responses will be considered in determining our options for renewals or revisions and rebidding. To view the content of the contract performance evaluation form, go to

<http://www.doa.la.gov/osp/agencycenter/forms/submit/contrperformance.pdf> or call for a copy.

Agency reports of the deficient performance will be appropriately addressed during the contract period.

**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 Employment 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, sexual orientation, gender identity, 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.

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

**Renewals.** At the option of the State of Louisiana and acceptance by the contractor, this contract may be extended for two additional twelve (12) month periods at the same price, terms and conditions. Total contract time may not exceed thirty-six (36) months.

**Quantities.** This is an open-ended requirements contract. Quantities shown are based on the previous contract usage or estimates. Where usage is not available, a quantity of 1 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 is more or less than the quantities shown.

**Increase/Decrease.** 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.

**Orders.** All state agencies are to issue contract purchase orders for the items required, as and when needed. Political subdivisions of the state and quasi agencies who have been authorized to purchase from contracts made by the Office of State Procurement, are to issue their regular purchase orders directly to the supplier, making reference to the contract and item number.

**Non-Exclusive Contract.** 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.

This bid is for a brand name contract. Therefore, all items bid must be the brand name specified. Alternate brands will not be considered.