



ATTACHMENT A –SPECIAL TERMS AND CONDITIONS

RFx 300006637
Cheese order – December 2016

Bidder:

BID DELIVERY INSTRUCTIONS FOR STATE PROCUREMENT:

FAX QUOTATIONS MAY BE SUBMITTED EITHER:

VIA FAX TO: (225) 342-9756

OR

DELIVERED BY HAND OR COURIER SERVICE TO:

OFFICE OF STATE PROCUREMENT
CLAIBORNE BUILDING, SUITE 2-160
1201 NORTH THIRD STREET
BATON ROUGE, LA 70802

OR

MAILED THROUGH THE U.S. POSTAL SERVICE TO:

OFFICE OF STATE PROCUREMENT
PO BOX 94095
BATON ROUGE, LA 70804-9095

IN ORDER FOR YOUR FAX QUOTATION TO BE CONSIDERED, IT MUST BE RECEIVED NO LATER THAN THE OPENING DATE AND TIME SHOWN ON THE FIRST PAGE OF THIS SOLICITATION.

IF YOUR FAX QUOTATION IS SUBMITTED VIA FAX, THE DATE AND TIME MARKED BY THE RECEIVING FAX MACHINE WILL BE THE OFFICIAL FAX QUOTATION RECEIPT TIME. FAX QUOTATIONS SUBMITTED BY HAND OR COURIER DELIVERY OR MAILED TO THE OFFICE OF STATE PROCUREMENT WILL BE TIME-STAMPED.

VENDOR IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS' FAX QUOTATION. FAILURE TO MEET THE FAX QUOTATION OPENING DATE AND TIME SHALL RESULT IN REJECTION OF THE FAX QUOTATION.

**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

ENROLLMENT IN LAGOV PROVIDES LAPAC EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

TERMS AND CONDITIONS: THIS SOLICITATION CONTAINS ALL THE 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.

CANCELLATION: THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

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 IN 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](http://www.sam.gov)

LACARTE PROCUREMENT CARD:

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 OF 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 PURCHASING 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/EFTFORWEBSITE.PDF](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](http://www.doa.louisiana.gov/osrap/eftforwebsite.pdf).

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

PREFERENCE:

IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE 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 THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED:

(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 PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES _____ NO _____

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

PROCUREMENT OF UNITED STATES PRODUCTS:

IN ACCORDANCE WITH THE PROVISIONS OF R.S. 39:1595.7, IN THE EVENT A CONTRACT IS NOT ENTERED INTO FOR PRODUCTS PURCHASED UNDER THE PROVISIONS OF R.S. 39:1595, 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 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 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

SPECIFY LINE NUMBER(S): _____

SPECIFY LOCATION WITHIN THE UNITED STATES WHERE THIS PRODUCT IS MANUFACTURED:

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET)

SUFFICIENT INFORMATION:

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.

PACKAGING & PORTION SIZES:

BIDDERS ARE REQUESTED TO BID PACKAGING AND PORTION SIZES AS SPECIFIED. HOWEVER, IF ALTERNATES TO THE PACKAGING OR PORTION SIZES ARE PROPOSED, THEY SHOULD BE AS CLOSE AS POSSIBLE TO THOSE SPECIFIED. UNLESS REQUESTED OR OTHERWISE SPECIFIED, BULK PACKAGING IS NOT ACCEPTABLE. QUANTITIES PER PACKAGE WHICH ARE GREATER THAN SPECIFIED MAY BE CONSIDERED BULK PACKAGING AND MAY BE CAUSE FOR REJECTION. THE DIVISION OF ADMINISTRATION RESERVES THE RIGHT TO ACCEPT OR REJECT ALTERNATE PACKAGING OR PORTION SIZES BASED ON FACTORS INCLUDING, BUT NOT LIMITED TO, STORAGE LIMITATIONS AT THE FACILITY; PRODUCT SHELF LIFE, DIETARY REQUIREMENTS ON PORTIONS, ETC.; DELIVERY SCHEDULES SPECIFIED; DISTRIBUTION REQUIREMENTS; INTERNAL/EXTERNAL PACKAGING SPECIFICATIONS; AND CANTEN RESALE CONSIDERATIONS.

USDA / FDA LABELING:

ALL ITEMS FURNISHED UNDER THIS CONTRACT MUST BE IN COMPLIANCE WITH USDA (UNITED STATES DEPT. OF AGRICULTURE) AND FDA (FOOD AND DRUG ADMINISTRATION) REQUIREMENTS AND LAWS INCLUDING LABELING REQUIREMENTS.

DAIRY PRODUCT REQUIREMENTS: ALL PRODUCTS MUST CONFORM TO U.S. AND LOUISIANA STATE PUBLIC HEALTH LAWS AND DAIRY STABILIZATION BOARD REGULATIONS AS TO GRADE, PERCENT OF BUTTERFAT, TOTAL MILK SOLIDS, MAXIMUM BACTERIA COUNT, PROCESSING AND INSPECTION. ALL PROPOSALS MUST COMPLY WITH ALL PROVISIONS OF SAID LAW AND REGULATIONS.

LATE DELIVERY ON FOOD ORDERS:

TIMELY DELIVERY OF ALL ORDERS IS IMPERATIVE. IF A VENDOR CANNOT

MEET ANY DELIVERY, IT IS THE VENDOR'S RESPONSIBILITY TO CONTACT THE DIETARY DEPARTMENT OF THE ORDERING AGENCY AND SECURE A MUTUALLY AGREEABLE EXTENSION. FAILURE TO DELIVER AS PROMISED WILL BE CONSIDERED A DEFAULT BY THE VENDOR.

IN THE EVENT AN EXTENSION CANNOT BE AGREED UPON, THE ORDER MAY BE CANCELLED. ADDITIONALLY, PER TERMS OF THE CONTRACT, DEFAULTING VENDOR MAY BE SURCHARGED ANY INCREASED COST RESULTING FROM FAILURE TO DELIVER.

ANY QUESTIONS, PLEASE CONTACT BUYER AT THE OFFICE OF STATE PROCUREMENT IMMEDIATELY.

STATE PROCUREMENT OFFICER: KATHLEEN DORING, PHONE: 225-342-5522,
EMAIL: KATHLEEN.DORING@LA.GOV