



Attachment A – Special Terms and Conditions

RFX No. 3000015385

TITLE: August 2020 Ends & Pieces for DOC-PE

Bidder:

Bid Delivery Instructions for State Procurement:

Bids may be submitted online by accessing the link on page one (1) of the invitation to 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 chosen means of online bid delivery. 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.

OR

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

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

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

OR

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.

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****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

Enrollment in LaGov provides LaPac email notification of bid opportunities based upon commodities that you select.

Publicizing Awards: In accordance with L.A.C.34:V.335, unsuccessful bidders will be notified of the award provided that they submit a self-addressed stamped envelope or email address requesting this information. Vendors may also view award information online at: <http://wwwprdl.doa.louisiana.gov/osp/lapac/pubmain.cfm>.

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 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.

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.

Certification of No Suspension or Debarment: 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 "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>.

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 Contractor, 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.

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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 at: <http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf>

To facilitate this payment process, you will need to complete and return the EFT enrollment form contained in the link above.

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

| <u>Payment Type</u> | <u>Will Accept</u> | <u>Already Enrolled</u> |
|---------------------|--------------------|-------------------------|
| LaCarte | _____ | _____ |
| EFT | _____ | _____ |

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

PREFERENCE (FOOD):

In accordance with Louisiana Revised Statutes 39:1604, a preference not to exceed ten percent (10%) may be allowed for products manufactured, produced, grown, or assembled in Louisiana of equal quality (seven percent (7%) if meat, catfish, produce, eggs, or crawfish further processed).

Do you claim this preference? Yes: _____

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Specify applicable preference percentages and line numbers, and give location within Louisiana where product is manufactured, produced, grown, assembled, or further processed.

7% - Line Numbers:

Location(s):

(Note: If more space is required, include on a separate sheet)

10% - Line Numbers:

Location(s):

(Note: If more space is required, include on a 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 Louisiana Revised Statutes 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 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 (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 five percent (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.

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(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 a separate sheet)

Processed Date: All products must have the processed date stamped on the box and processed date must have been within **90** days of delivery date to Wakefield.

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 canteen resale considerations.

PRICES ARE TO BE BID IN THE UNIT OF MEASURE REQUESTED (PER ROLL, POUND, CASE, ETC.)

Package Markings: Packages must be marked with the brand and number of the product and such other information as sizes, types, quantity, use instructions, etc. Which helps the end user in using the product correctly.

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.

Estimated Quantity: The quantities listed are estimated to be the amount needed. In the event a greater quantity is needed, the right is reserved by The State of Louisiana to increase the amount at the unit price and terms stated in the bid.

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Delivery:

Delivery location:

Wakefield Meat Plant
HWY 61 N
Wakefield, LA 70784

>>> Delivery Instructions <<<

Successful vendor must contact Wakefield Plant Manager 24 hours prior to delivery to schedule an appointment at 225-342-6793. Prison Enterprises reserves the right to reject unscheduled deliveries.

Delivery Hours: Monday - Thursday (Except Holidays)
7:00 AM - 1:00 PM

****** No Friday Deliveries ******

Delivery should be made in refrigerated trucks equipped to maintain adequate temperature on all products being delivered.

Grading & Certification:

***** Dept. of Agriculture Grading and Certification Program *****

R.S. 39:2101, mandates that all state agencies, state institutions and local school districts which operate food service facilities for students, patients or inmates utilize only those meat, poultry and seafood products that have met all Louisiana Department Of Agriculture And Forestry (LDAF) requirements for grading & certification program. For more information and/or questions on the LDAF grading & certification program and fees, contact LDAF at (225) 922-1358.

For delivery of non-compliant products to those institutions that have been granted the authority by LDAF to self-certify their meat, poultry and seafood products, the following penalties and fees will apply:

1. If the product is in non-compliance and it is necessary for the entity to use the product, the supplier will be charged in accordance with LDAF rules and regulations LAC 7:V.513, and following. This assessment will count as one (1) violation.
2. If the product is in non-compliance and is rejected and returned, no charges will be assessed to the supplier; however, this will also count as one (1) violation.
3. If a supplier receives three (3) violations in any given quarter, it will be necessary for LDAF to inspect all of the supplier's products before shipment. The supplier will be charged in accordance with LDAF rules and regulations LAC7:V.513, AND FOLLOWING.

This provision is hereby made part of any subsequent contract for meat, poultry (including eggs), and seafood products.

 The ordering agency, Prison Enterprises, with authorization from and under the supervision of The LA Dept. of Agriculture, will conduct self-certification inspection of the products received on this bid in order to comply with the above mandate.

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Freight Included: Unit price should be inclusive of any freight charges. Bid should be F.O.B. agency - title passing upon receipt of goods.

Failure to comply with this requirement may disqualify your bid.

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.

Any questions, please contact buyer at The Office of State Procurement immediately.

State Procurement Analyst Tristan Babin, phone: 225-342-4824

Email: Tristan.Babin@LA.Gov