



Revised Attachment A: Special Terms and Conditions

(Per Addendum No. 1 dated 7/9/20)

RFx: 3000015425

Title: Medical Waste Disposal – DOC/ LSP

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 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.

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 sixty (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

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order. Payment will be made to vendor and address as shown on order.

CERTIFICATION OF NO FEDERAL 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 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 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 two options. 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 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.

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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

CONTRACT PERIOD:

This contract shall be effective for the period beginning July 1, 2020 and ending June 30, 2021.

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 prices & terms stated in the bid.

FREIGHT INCLUDED:

Unit price should be inclusive of any freight charges. Bid should be FOB agency - title passing upon receipt of goods.

Failure to comply with this requirement may disqualify your bid.

PROVIDE SPECS & LITERATURE:

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.

PREA: PRISON RAPE ELIMINATION ACT:

In accordance with DPS & Department Regulation No. C-01-022 "Sexual Assault and Sexual Misconduct", the vendor agrees to report allegations of sexual misconduct, respond to investigation inquiries and participate in training as directed by the Department of Public Safety and Corrections. The sexual assault and sexual misconduct with inmates acknowledgement form and the Louisiana Criminal Code: La. R.S. 14:134 Malfesance in Office form will be signed by the vendor and kept on file at the facility. Should the regulation be modified or amended, the vendor will be notified and shall comply with the regulation as modified or amended.

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CONTRACTORS ENTERING PRISON GROUNDS:

Only Contractors' foremen entering the perimeter fences are allowed to bring in cellular telephones. Prior written approval from the warden is required. Camera phones and chargers are not allowed. Cellphones must be on the person or securely locked away at all times.

Prior to beginning work, all Contractors must receive orientation to rules regarding working within the prison.

Contractors will be advised during orientation about the rules and regulations regarding their responsibilities while working on the grounds of **DOC/LSP**.

DOC VENDOR SECURITY CLEARANCE PROCESS:

Any vendor or vendor personnel visiting or working in an institution is required to receive security clearance prior to entering the institution grounds. Vendor must furnish the full name, driver's license number, social security number, date of birth, race and sex of each employee who will be entering the compound. This information must be furnished in writing to the site visit coordinator prior to commencing work on the awarded project. A criminal background check will be conducted on each employee, and upon arrival, ID cards will be issued to each employee.

No vendor personnel will be allowed to work on the institution grounds until the above clearance approval process is completed. The successful vendor is also required to provide a written inventory of tools, vehicles and/or trailers prior to entering the institution grounds.

SCOPE OF CONTRACT:

Submittal of any terms and conditions contrary to those of the State of Louisiana may cause your bid to be rejected. Terms and conditions that 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.

INSURANCE REQUIREMENTS FOR CONTRACTORS:

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the bidder's pricing.

A. Minimum Scope and Limits of Insurance

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers' compensation coverage only.

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2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (for ongoing work) AND CG 2037 (for completed work) (current forms approved for use in Louisiana), or equivalent, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

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- a. All policies must be endorsed to require 30-day written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant Certificate of Insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. Acceptability of Insurers

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers' compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within thirty (30) days.

E. Verification of Coverage

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder should be listed as follows:

State of Louisiana
Office of State Procurement
1201 N. Third St.; Suite 2-160
Baton Rouge, LA 70802

3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for

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each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

4. Upon failure of the Contractor to furnish, deliver and maintain such insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. Workers Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. Indemnification/Hold Harmless Agreement

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not

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affect the Contractor’s responsibility for the handling of and expenses for all claims.

RENEWAL OPTION:

At the option of the State of Louisiana and acceptance by the contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions. Total contract time may not exceed thirty-six (36) months.

MEDICAL / INFECTIOUS WASTE DISPOSAL:

Pick up containers and red bags are to be supplied by the vendor. Containers to be Approximately 24” W x 35” D x 43” H, hold an estimated empty weight of 91-1/2lbs each, volume of approximately 96 gallons and capable of holding approximately 96 lbs. Containers (disposable or reusable) must meet all requirements and regulations of DOC. In reference to disposal of potentially infectious biomedical waste, and must be acceptable to the infection control officer at the agency.

All containers supplied must be appropriately labeled. Labels must be water resistant, legible and readily visible. If re-useable containers are supplied, vendor is responsible for cleaning containers prior to their return to the agency for reuse. Agency will package and secure the appropriate materials in red bags (supplied by vendor) specifically designed for bio-medical waste and place these in vendor's boxes.

Vendor shall be responsible for picking up boxes of potentially infectious bio-medical waste from building's storage site and responsible for loading into transportation vehicle.

Vendor will assure liability of the transportation and disposal of the potentially infectious bio-medical waste picked up at the agency with a manifest detailing date of pickup and date and manner of disposal. Vendor must secure permits and be in full compliance with DOC. In order to transport and dispose of potentially infectious bio-medical waste from agency. Agency must be furnished copies of appropriate permits. Please provide copy of permits with 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 the following buyer at the Office of State Procurement immediately:
State Procurement Analyst: Alana Clark, phone: 225-342-5427, email: Alana.clark@la.gov