



Revised Attachment A – Special Terms and Conditions

RFx No.: 3000023151

Title: *Rebid* Cigarettes - LDH

1. Bid Delivery Instructions for State Procurement:

Bidders are hereby advised that the Office of State Procurement (OSP) must receive bids at its physical location by the date and time specified on page 1 of the Invitation to Bid.

Bids may be mailed or delivered by hand or courier service to the Office of State Procurement's physical location as follows:

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

OR Bids may also be submitted online by accessing the link on page 1 of the Invitation to Bid.

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 the Office of State Procurement's 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.

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 choice to submit their bid online. 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.

****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.

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2. 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.

3. Vendor's Forms:

The purchase order is the only binding document to be issued against the contract. Signing of vendor's forms is not allowed.

4. Substitutes:

Only brands and numbers stated in the award are approved for delivery under the contract and any substitution must receive prior written approval of the Office of State Procurement.

5. Prices:

Prices shall be complete, including transportation/freight charges prepaid by Bidder to destination, inside delivery, unpacking, assembly of all components and removal of all associated debris from premises. Prices should be quoted in the unit (each, box, case, hour, flat, mile, etc.) as specified in the solicitation.

6. 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.

7. Freight Charges:

Unit price shall be inclusive of any freight charges. Bid should be F.O.B. Destination-title passing upon receipt of goods. Failure to comply with this requirement may disqualify your bid.

8. 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.

9. 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.

10. 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 Contractors, 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

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this request by choosing either the LaCarte Procurement Card and/or EFT. 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 Policy 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.

<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

11. Louisiana Preference:

Notwithstanding any other provision of La. R.S. 39:1604 to the contrary, the following preferences shall apply only to bidders whose Louisiana business workforce is comprised of a minimum of 50% Louisiana residents.

(1) Do you have a Louisiana Business workforce? _____ yes _____ no

(2) If so, do you certify that at least 50% of your Louisiana business workforce is comprised of Louisiana residents? _____ yes _____ no

A. In accordance with the provisions of La. R.S. 39:1604, each procurement officer, purchasing agent, or similar official who procures or purchases agricultural or forestry products, including meat, seafood, produce, eggs, paper or paper products under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes shall procure or purchase Louisiana products provided all of the following conditions are met:

(1) The bidder certifies in the bid submitted that the product meets the criteria of a Louisiana product.

(2) The product is equal to or better than equal in quality to other products.

(3) The cost of the Louisiana product shall not exceed the cost of other products by more than 10%, except as otherwise provided in this Chapter as a specific exception.

Do you claim this preference? _____ yes _____ no

Specify line number(s): _____

B. In accordance with the provisions of La. R.S. 39:1604, each procurement officer, purchasing agent, or similar official who procures or purchases products under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes shall procure or purchase meat and meat products, domesticated or wild catfish, produce, eggs or crawfish which are further processed in Louisiana, provided the cost of the further processed meat and meat products, domesticated or wild catfish, produce, eggs or crawfish do not exceed the cost of other products by more than 7%.

Do you claim this preference? _____ yes _____ no

Specify line number(s): _____

Specify location within Louisiana where product is further processed:

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

C. In accordance with 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 Chapter 17 of Title 39 of the Louisiana Revised Statutes may purchase such materials, supplies, products, provisions, or equipment which are produced, manufactured, or assembled in Louisiana, as defined in La. R.S. 38:2251(A), and which are equal in quality to other

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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, processed, produced, or assembled outside the State by more than 10%.
- (2) The vendor of such Louisiana 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 Louisiana items which are within 10% of the lowest bid, the bidder offering the lowest bid on Louisiana items is entitled to accept the price of the lowest bid made on such items.

Do you claim this preference? _____ yes _____ no

Specify line number(s): _____

Specify location within Louisiana where product is produced, manufactured, or assembled:

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

Failure to specify above information may cause elimination from preferences.

12. Procurement of United States Products:

In accordance with the provisions of La. R.S. 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 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 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 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.
- (2) "United States" means the United States and any place subject to the jurisdiction of the United States.

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Do you claim this preference? _____ Yes _____ No

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.)

13. Literature:

Literature and/or specifications must be submitted upon request; if requested, literature and/or specifications must be submitted within 5 business days of written request.

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.

14. Right to Inspect:

The agency reserves the right to inspect and test the delivered merchandise for compliance with the bid specifications. If merchandise is in compliance, cost of all testing will be paid by the using agency.

15. Contract Period:

This contract shall be effective for the period beginning July 1, 2024 or date of award, whichever is later, and ending June 30, 2025.

16. 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 price and terms stated in the bid.

17. Renewal Option:

At the option of the State of Louisiana and acceptance by the Contractor, this contract may be extended for two additional 12- month periods at the same prices, terms and conditions. Total contract period may not exceed 36 months.

Price to be reviewed at the time of renewal per the Price Escalation clause.

18. Blanket Order Contract:

Items are to be called for by the using agency as needed. No shipments are to be made until the Agency calls or otherwise submits an order for shipment of a specific quantity. Quantities are estimated, and they may be increased or decreased as needed throughout the contract period. Individual order quantities, when called for, are based on the using agency's demand at the time of order. Minimum orders may be one unit, unless otherwise stated. A blanket order contract is not a guarantee of any quantity. Unit price should be

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inclusive of any freight charges. Contractor must be able to obtain and supply the item(s) at their bid price for the entire contract period and within the delivery timeframe provided for on their bid. Unused quantities must not be invoiced and will not be paid.

19. Method of Award:

It is the intent of the State to award this contract on an all-or-none basis to the overall lowest responsive, responsible bidder meeting the specifications. The State further reserves the right to reject individual line items from the award.

20. New FY Delivery:

Any orders resulting from this solicitation will be paid with next fiscal year funds, if appropriated by the Legislature. Delivery cannot be made prior to July 1, and your bid prices must be firm for acceptance and delivery accordingly.

21. Specify Case Count and Size(s):

Specify the case count and size(s) on each item bid. If the case count and sizes specified are the same as the description on this solicitation, confirm this information for each item by filling in the blanks in the description column.

22. Price Escalation:

Requests for a price increase must be submitted in writing by the Contractor to the Office of State Procurement (OSP) and must be supported by sufficient documentation such as the Minimum Price Calculation by Inventory for Tax Stamps published by the Louisiana Office of Alcohol and Tobacco Control (ATC).

Requests for a price increase shall follow this formula:

Current “RETAIL Min price per carton” + (Current Contract Price – “RETAIL Min price per carton” at time of establishing the Current Contract Price) = Updated Price.

Upon receipt of the price escalation request, OSP reserves the right to accept the request, request additional information, or reject the request outright. Any decision by OSP to grant or decline a request will be at OSP’s sole discretion, and OSP’s decision shall be final. If the price escalation request is rejected, the contract may be canceled.

Price increases will not be effective until approval has been granted in writing by OSP. No retroactive adjustments to the price will be allowed, and orders received before the ATC publishes a new Minimum Price Calculation by Inventory for Tax Stamps must be honored.

The Contractor shall immediately notify OSP of any price decreases on the Minimum Price Calculation by Inventory for Tax Stamps and the State shall receive the full benefit of such decreases, effective the date of the publication.

23. 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.

24. Special Conditions Regarding Tobacco Items:

Notwithstanding the provisions of La R.S. 47:855 (exempting from state tobacco tax all smoking and chewing tobacco for issue to state inmates), all tobacco product items furnished under this contract shall be subject to all applicable tobacco taxes.

Tobacco Taxes: Unit prices shall include all taxes in effect as of the bid opening date. Any additional taxes levied on tobacco products during the contract term may be added to the unit price and paid by the Agency after the issuance of a change order by the Office of State Procurement. Contractor must give 30 days’ written notice to the Office of State Procurement prior to the effective date of any change in the tobacco tax, otherwise, the current tax rate will remain in effect for 30 days after notice is given.

State Louisiana Wholesale Tobacco Permit Number: _____

Tobacco Minimum Pricing: The Louisiana Office of Alcohol and Tobacco Control enforces compliance with tobacco minimum pricing pursuant to Revised Statute 51:421 Subpart E – Unfair Sales Law. The price sheet is calculated according to Sub-sections F, G, and H of this Revised Statute. Both tobacco wholesale dealers and tobacco retail locations must comply with the set tobacco minimum pricing that is posted by the 5th of every month. Increased minimum pricing during the contract term may be added to the unit price and paid by the agency after the issuance of a change order by the Office of State Procurement.

Approved Brand List: All items furnished under this contract must remain in compliance with all applicable Louisiana state laws, including the requirements of La R.S. 13:5071 et seq. requiring that all cigarette and roll-your-own cigarette tobacco brands be listed as “approved” on the brand name list maintained on the Louisiana Attorney General’s website, at <https://ladoj.ag.state.la.us/Tobacco>.

If an item to be furnished under this contract is removed from the brand name list maintained by the Louisiana Attorney General during the duration of the contract period, the State reserves the right to cancel the item, and the item will not be considered for subsequent contract renewals.

Any questions, please contact Analyst at the Office of State Procurement immediately.

State Procurement Analyst: Liam Thomas, phone: 225-342-4831, email: liam.thomas@la.gov