

**Attachment A - Special Terms and Conditions – Revised per Addendum #4
(03/18/25)**

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 one 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 be submitted online by accessing the link on page one 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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Calendar of Events:

Deadline to receive written inquiries: February 20, 2025

Deadline to answer written inquiries: March 13, 2025

Bid Opening Date and Time: March 27, 2025 @ 10:00 A.M. (Central Time)

NOTE: The State of Louisiana reserves the right to revise this calendar. Revisions before the bid opening date and time, if any, will be formalized by the issuance of an addendum to this ITB.

Bidder Inquiries:

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our Agency customers. The State reasonably expects and requires responsible and interested bidders to conduct their in-depth bid review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the bidder, clearly cross-referenced to the relevant bid section. All inquiries must be received by the Inquiry Deadline date set forth in the Calendar of Events section of this bid. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this bid may be delivered by mail, express courier, e-mail, hand, or fax to:

Office of State Procurement
Attention: Tommy Nolan
1201 North Third St.
Claiborne Bldg., Suite 2-160
Baton Rouge, LA 70802

E-Mail: tommy.nolan@la.gov
Phone: (225) 342-8057
Fax: (225) 342-9756

Only the person identified above or their designee has the authority to officially respond to bidder's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

An addendum will be issued and posted at the Office of State Procurement's LaPAC* website, to address all inquiries received and any other changes or clarifications to the bid. Thereafter, all

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bid documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any state employee or state consultant. It is the Bidder's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a bidder's failure to download any addenda documents required to complete the bid.

*Note: LaPAC is the state's online electronic bid posting and notification system resident on State Procurement's website [<https://www.doa.la.gov/doa/osp/>]. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the email notification, vendors must register in the LaGov portal. Registration is intuitive at the following link:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

Help scripts are available on the Office of State Procurement website under Vendor Resources at: <https://www.doa.la.gov/doa/osp/vendor-resources/>.

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.

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.

Vendor List: The bidder who signs the bid will be designated as the 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.

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.

Prices: Prices shall be complete, including transportation/freight charges prepaid by bidder to destination, inside delivery and return shipping for reusable cylinders. Prices should be quoted in the unit (each, box, case, hour, flat, mile, etc.) as specified in this solicitation.

Contract Prices: All unit prices shall include Federal Excise Taxes where applicable. No additional charges will be allowed.

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Only deposit as charged by manufacturer will be allowed on items 17, 18, and 19 of Attachment B. Additionally, the successful bidder should be able to provide proof of same as requested.

No monthly rental fee or demurrage may be charged.

All reclaimed gases must also meet all ARI 700 Standard Specifications and must have been reclaimed by an ARI Certified Reclamation Company.

Please list Company/Companies Names(s):

All invoices must state if refrigerant is reclaimed for Federal (Floor) Excise Tax purpose.

Contract prices shall include all preparation and transportation charges. All prices quoted shall be firm for the contractual period.

Price Adjustments:

The price (s) bid shall remain firm and effective for the duration of the contract period. Price adjustments will be considered for the subsequent annual contract renewals. The Contractor must submit a written request for price adjustments to the Office of State Procurement at least 30 days prior to the contract anniversary. No adjustment shall be effective until approved in writing by the Office of State Procurement. The State reserves the right to accept the price adjustment or to rebid the contract. Orders shall be invoiced at the contract prices in effect on the date of the Agency's purchase order.

Price adjustments shall be based on the producer price index (PPI), commodity data for: Series ID: PCU325120325120 – Industrial Gas Manufacturing, as published by the U.S. Department of Labor, Bureau of Labor Statistics in Washington, D.C. The Base Index shall be the index announced for the month in which this invitation to bid opens. Price adjustments (percent changes) shall be calculated by applying the standard PPI formula to the Base Index. Price adjustments shall be applied to the original price (s) accepted. Price adjustments for each subsequent contract renewal period will be calculated from the Base Index which was re-established at the time of any previously approved price adjustment.

Freight Charges:

Unit price must 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.

Contract Revisions: Requests for revisions to this contract must be addressed to the Office of State Procurement and shall refer to the contract item number with justification of the request. Distributor vendor changes, price reductions and justifiable item deletions may be considered

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during the contract period. New item additions may be considered 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 addition.

The Contractor must immediately notify the Office of State Procurement when any dealer on this contract is terminated, relocated or added. All orders placed with dealers prior to receipt of such notification by the Office of State Procurement must be honored. Revisions will become effective only upon approval by the Office of State Procurement. The bidder should include with their bid a list of all persons, in addition to the signer of the bid, who are authorized to request revisions to this contract.

Substitutes:

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

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 to vendor and address as shown on order.

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.

Contractual Period: The State of Louisiana intends to award all items for an initial period, not to exceed 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 12 months.

Renewals: 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 price, terms and conditions. Total contract time may not exceed 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 one 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.

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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 State 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.

Cooperative Purchase: It is the intent of the Office of State Procurement (OSP) to accommodate cooperative purchasing in any contract awarded from this solicitation.

As described below, Political Subdivisions of the State, Quasi State Agencies, External Procurement Units, and Agencies of the United States Government are to be authorized (potential) users of the contract(s) resulting from this solicitation, subject to the pricing and terms set forth in the contract(s).

- Political Subdivisions of the State include, but are not limited to, parish governments, municipal governments, school districts, human service districts, local governments and public utilities.
- Quasi State Agencies include, but are not limited to, non-profit or for-profit organizations created by the State of Louisiana or any Political Subdivision or Agency thereof, or any special district or authority, or unit of local government, to perform a public purpose.
- External Procurement Units include, but are not limited to, buying organizations not located in the State of Louisiana, which, if located in the State, would qualify as a Public Procurement Unit.

The current list of approved cooperating purchasing entities (including Political Subdivisions, Quasi State Agencies and External Procurement Units) is maintained and regularly updated on the OSP website at: <https://www.doa.la.gov/doa/osp/agency-resources/osp-purchasing/approved-quasi-units/> and may be used as a reference.

Bidders or contractors may prospectively choose to partially or entirely ‘opt-out’ of accommodating cooperative purchasing for such contract(s) by sending formal written notification of same to the Office of State Procurement. This notification should clearly specify which individual type(s) of cooperative purchasing entities the bidder/contractor is choosing to not allow to participate in contract cooperative purchasing. Any purchase orders received by the contract-holder from cooperative purchasing entities prior to the contract-holder’s opt-out notification to OSP must be honored in accordance with the contract.

The extent of participation (or non-participation) by any vendor in cooperative purchasing will not affect the award of any contract(s) resulting from this solicitation.

Literature:

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

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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.

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.

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>
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LaCarte	_____	_____
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EFT _____

Printed Name of Individual Authorized_____
Authorized Signature for payment type chosen_____
Date_____
Email address and phone number of authorized individual_____
(NOTE: If more space is required, include on a separate sheet)**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,

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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 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.

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

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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.

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.)

Contract Usage Reports:

The Contractor shall submit detailed contract usage reports **quarterly** to the State Procurement Analyst (SPA) for the contract in accordance with the below schedule. Initiation and submission of the quarterly reports to the SPA is the responsibility of the Contractor without prompting or notification by the SPA. If these reports are not submitted in a timely manner, the Office of State Procurement (OSP) shall have the right to terminate the contract.

The specific usage report content, scope, and format requirements are available on the OSP website under Vendor Resources/Vendor Forms: <https://www.doa.la.gov/doa/osp/vendor-resources/> .

In addition, the person's name who compiled the report and their contact information shall be provided. OSP reserves the right to request copies of any purchase orders issued against the contract.

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The usage reports shall be submitted utilizing this format or an equivalent format that has been pre-approved by OSP.

Schedule for submittal of usage reports:

<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

Administrative Fee:

The State shall be due a minimum **1%** administrative fee to be payable to the State of Louisiana, Office of State Procurement (OSP) in exchange for the management and facilitation of the contract(s) resulting from this solicitation. The calculation of the administrative fee includes any entity receiving contract pricing resulting from the awarded contracts. The administrative fee 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. Initiation and submission of the administrative fee to OSP is the responsibility of the Contractor without prompting or notification by the State Procurement Analyst (SPA). If these administrative fees are not submitted in a timely manner, OSP shall have the right to terminate the contract.

The check is to be made payable to: Louisiana DOA-Office of State Procurement. The check is to be mailed or sent through a courier service to the following address: Office of State Procurement, Attn: OSP Receivables Specialist, 1201 North 3rd Street, Claiborne Building - Suite 2-160, Baton Rouge, LA 70802. The calculation of the administrative fee or rebate shall begin immediately upon execution of the contract and 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

NOTE: THE CONTRACTOR SHALL INDICATE THE STATE CONTRACT NUMBER ON THE REMITTANCE. WHEN SUBMITTING ONEREMITTANCE FOR MORE THAN ONE CONTRACT, THE CONTRACTOR SHALL INDICATE ALL STATE CONTRACT NUMBERS AND THE AMOUNT FOR EACH.

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Non-Exclusivity Clause: 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.

Termination for Non-Appropriation of Funds: The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of this contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of a contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Increase/Decrease: The quantities listed herein 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.

Method of Award: Award to be made on an all-or-none basis by State Planning Regions in accordance with Attachment C, to the overall lowest responsive, responsible bidder meeting the specifications. The State reserves the right to reject individual line items from the award.