

Attachment B – Special Terms and Conditions

PURPOSE: The purpose of this Invitation to Bid is to establish a 12 month Agency Term Contract with a stocking dealer for the purchase of Class B uniforms and related items by the Louisiana State Police (LSP) and the Louisiana Department of Public Safety (DPS).

MINIMUM ORDER: There is to be no minimum required order.

DELIVERY: Delivery shall be F.O.B. Louisiana State Police Headquarters in Baton Rouge, Louisiana. Delivery of all items listed on each purchase order shall be within 30 calendar days after receipt of the purchase order. Special orders shall be delivered within 90 calendar days. This requirement will take effect 120 calendar days after award of any contract resulting from this solicitation. 4 postal service workdays will be added to any order date to establish a receipt date. Any item(s) shipped but not accepted because of non-compliance with these specifications, must be replaced within 5 calendar days after notification by the requisitioner named on the purchase order. At the time of delivery, uniform items will be subject to examination and inspection by the duly authorized representative(s) before final acceptance. Any costs associated with items received that do not comply with these specifications shall be borne by the successful Contractor.

INVENTORY: The successful Contractor shall be required to carry a minimum of 4 months inventory of core sizes. Upon award, the vendor shall meet with the Agency to determine what inventory levels are needed in relation to the Agency's existing inventory. The vendor will be required on an ongoing basis to communicate with the Agency and adjust these inventories based on the Agency's usage.

LIQUIDATED DAMAGES: The State will seek damages in the amount of \$1.00 per garment per day for late deliveries, and this amount shall be deducted from the invoice for the late-received goods. This deduction is in addition to other remedies available to the State of Louisiana.

ORDERS: The successful Contractor shall supply uniform trousers, shirts, jackets, and all related accessories in the standard sizes indicated on **Attachment E – Price Sheet**. Those items ordered outside of those size ranges will be considered special orders.

AGENCY APPROVED EQUIVALENT: **Only the Brands and Models for items listed in this solicitation will be considered.** In order to maintain consistency in the Louisiana State Police Uniform Program alternate products for these items will not be considered. The Agency has devoted considerable time in the development of special fabrics and designs to provide the best overall products to meet their needs. Alternate brands, patterns, fabrics, and designs will not be considered, for the items referenced in this solicitation.

SPECIAL ORDERS: The vendor must indicate on the Price Sheet, in the space provided, the percentage of increase from the bid prices for all special order sizes. There shall be no other extra charge for special orders other than this percentage of increase. Special orders are those items that are outside of the listed size scale or altered or manufactured to fit a special need. Items that are deemed "Special" shall be delivered within 90 calendar days.

LABELING: All garments must have a care label permanently affixed giving the care instructions and must show the lot number, size, fiber content and number of the garment. The labels for permanent press or fine washables shall reflect specific washing care instructions.

EMBLEMS, LOGOS, EMBELLISHMENTS: All prices are to include the necessary logos, emblems, and embellishments. The cost of these items as well as the cost to sew them on is solely the responsibility of the vendor. Shirts and jackets are to include the Agency emblem on each sleeve. See **Attachment D – Emblems**.

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WARRANTY: All material shall be new, of current manufacturer and shall carry the standard warranties prescribed for each specified fabric. The vendor shall submit to the Agency, if requested, new fabrics to test as they come on the market.

Workmanship and products shall be in accordance with standard practices of the trade. Special attention is directed to the fact that seams tearing at the seam line, gathering of fabric or puckering of garments after wear or use in not acceptable. Garments must be fully warranted against defects for a minimum of 90 calendar days.

PRICES: Prices must be submitted on **Attachment E – Price Sheet**. A price for each item must be listed on the Price Sheet or the bid will be rejected. Prices shall be F.O.B. Agency, to any point of destination within the State of Louisiana. Any taxes, other than State and local sales and use taxes from which the State is exempt, shall be assumed to be included within the total cost shown in **Attachment E – Price Sheet**. The State of Louisiana will furnish a tax exemption certificate, if requested.

Industry-wide price reductions shall be accorded to the State of Louisiana during the term of the contract.

PRICE ESCALATION: The contract prices shall remain firm and effective for the duration of the initial contract period. Price adjustments will be considered for subsequent annual contract renewals. Price adjustments shall only be permitted for changes in the Contractor's cost of materials or services. The Contractor must submit a written request for price adjustments, accompanied by documentation justifying the request, 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, reject, or negotiate the proposed price adjustment. Orders shall be invoiced at the contract prices in effect on the date of the purchase order.

The Producer Price Index (PPI) series PCU315---315---, published by the Bureau of Labor Statistics, United States Department of Labor will be used as a guide in reviewing any price adjustments.

BUY OUT PROVISION: A buy out provision, not to exceed 25% of the total dollars expended during the initial term of 12 months is hereby included in the terms of the contract. The Agency will exercise this provision at the Agency's discretion upon non-renewal. This provision is contingent upon availability of funds from an annual appropriation by the Legislature, and the best interests of the State. The buy-out may be accomplished over a period of time (not to exceed 120 calendar days from contract termination).

MANAGEMENT REPORTS: The successful Contractor should provide, if requested, statistical information which details items, quantities, and total dollars expended, by facility on a quarterly basis; as well as an annual report that details cumulative totals. The management report shall contain, but not be limited to, the following fields: 1) Style Number; 2) Description; 3) Quantity of each item shipped for the given period; 4) Date ordered; 5) Date Shipped.

CUSTOMER SERVICE REPRESENTATIVE: As part of this solicitation, the successful Contractor shall provide the name, address, email, and telephone number of at least two Customer Service Representatives that will be assigned to any contract resulting from this solicitation. These persons shall be available to meet prior to contract commencement and on a quarterly basis, if requested, and to service the account, taking measurements, etc. All costs associated with the customer service representative shall be the responsibility of the successful Contractor.

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Name: _____

Name: _____

Address: _____

Address: _____

Phone Number: _____

Phone Number: _____

Email: _____

Email: _____

SPECIFICATIONS: All specifications have been provided to establish the required minimum quality standard.

ADDITIONAL INFORMATION: The vendor should submit a Manufacturers Dealer in Good Standing Letter that is exclusive to the contract with the bid response or within 5 business days upon written request by the Office of State Procurement.

DELETIONS: Items discontinued by the LSP/DPS will be deleted from any contract awarded resulting from this solicitation.

REFERENCES: Each bidder should provide the names of at least three customers that the bidder is currently supplying, with service requirements similar to those sought herein, i.e. stocking uniform supplier, on-site customer measurement, management reports, and secure dedicated web ordering system. The list of references should be submitted with the bid response or within 5 business days upon written request by the Office of State Procurement. Unverifiable or unsatisfactory references; or references for services not comparable to those sought herein, may lead to rejection of a bid as non-responsive to this requirement. The vendor's ability to meet requirements under previous contracts may be considered. (References should be submitted on page 3 of this Attachment.)

1. _____

2. _____

3. _____

