

ATTACHMENT A

RFx number: 3000024634

Contract Title: Harley Davidson Motorcycles - DPS

Special Terms and Conditions

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 be submitted online by accessing the link on page 1 of the Invitation to Bid.

Bidders 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.

Calendar of Events:

Deadline to receive written inquiries: **May 27, 2025**

Deadline to answer written inquiries: **June 3, 2025**

Bid Opening Date and Time: **June 10, 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: Tuan Nguyen
1201 North Third St.
Claiborne Bldg., Suite 2-160
Baton Rouge, LA 70802

E-Mail: Tuan.Nguyen@la.gov
Phone: (225) 219-0245
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 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's 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 the contract. Signing of vendor's forms is not allowed.

Acceptance:

Unless otherwise specified, bids on the 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, 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 this solicitation.

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.

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.

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.

Price Escalation:

Vehicle and option pricing may be negotiated on an annual basis only upon the manufacturer's order cutoff date. Price adjustments shall only be permitted for changes in the Contractor's cost of materials or services. Contractor must submit a written request for a price adjustment to the Office of State Procurement no later than 30 calendar days following the manufacturer's model year order cutoff date. No adjustments 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.

The Producer Price Index (PPI) series WPU14110401, published by the Bureau of Labor Statistics, United States Department of Labor will be used as a guide in reviewing any price adjustments.

The Contractor shall document the amount of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the State of Louisiana; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the vehicle manufacturer.

In the event of a price decrease in the Contractor's list price, the State shall be notified immediately. All such price reductions shall be effective immediately upon notification to the State.

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, the contract may be extended for two additional 12 month periods at the same prices, 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 the 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.

Orders:

DPS is to issue contract purchase orders for the services required, as and when needed.

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 the 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 the 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

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 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.)

NOTE: 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. 39:1595, 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.

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 a separate sheet.)

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.

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 the contract is contingent upon the appropriation of funds to fulfill the requirements of the 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:

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.

Proprietary:

In accordance with La. R.S. 39:1655, this solicitation has been approved as proprietary and only the brand(s) and model(s) specified will be considered for award.

Moveable Equipment:

Each piece of movable equipment shall be delivered with two copies of the following documents:

- Complete certificate of origin
- Notarized bill of sale or invoice

Each piece of movable equipment shall be delivered with one copy of the following documents, if applicable to the type of equipment delivered:

- Odometer disclosure statement
- Dealer's service policy
- Warranty
- Tag application
- Owner's manual
- Dealer's inspection
- Service manual(s) and check sheet(s)

Louisiana Motor Vehicle Dealers License:

Bidders (Motor Vehicle Dealers as defined in La. R.S. 32:1252) must be properly licensed by the Louisiana Motor Vehicle Commission. Bidders should include a copy of a valid dealer's license issued under the provisions of R.S. 32:1254 with their bid. Any bidder who fails to include a valid dealer's license with their bid must provide a copy to this office within 10 business days following the bid opening date. Failure to do so will result in the bid being rejected.

Any questions regarding licensing required by the Motor Vehicle Commission should be directed to the Motor Vehicle Commission at (504) 838-5207, or via website: www.lmvc.la.gov

A bidder who is not the manufacturer of the products bid shall be authorized by the manufacturer to bid and sell particular products. A signed letter from the manufacturer certifying that the bidder has the proper authorization to bid and sell the products may be required. If required, the information shall be provided within 7 days of the request by OSP.

Waste Tire Fee Notice:

Do not include the cost of the waste tire fee in your bid price. The Office of State Procurement will add the cost of the waste tire fee to the bid amount upon award. In accordance with LAC 33:V11.10521.B, the following applicable waste tire fee will be added to the bid amount: \$2.25 for passenger/light truck tires, \$5.00 for medium truck tires and \$10.00 for off road vehicle tires. Bidders are requested to note the number of tires on the vehicle being bid.

Number of tires, excluding the spare: _____

Applicable fee per tire to be charged, in accordance with the above: \$ _____

Inspect and Test:

The Agency reserves the right to inspect and test the delivered merchandise for compliance with the bid specifications. If merchandise fails to meet the specifications, the cost of tests and inspections will be paid by the Contractor. If the merchandise is in compliance, cost of all tests will be paid by the Using Agency.

Agency Term Contract Usage Reports:

Successful vendor is to keep a record of all orders issued against the contract during the contract period. Approximately four months prior to the end of the contract period, the vendor is to be prepared to submit to the Office of State Procurement a contract usage report.

The specific usage report content, scope, and format requirements are available on the Office of State Procurement 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. The Office of State Procurement reserves the right to request copies of any purchase orders issued against the contract. The usage reports shall be submitted utilizing this format or an equivalent format that has been pre-approved by the Office of State Procurement.