ATTACHMENT A – Special Terms and Conditions

RFx #: 3000025445 Contract Title: SWE Brand Name Water Treatment Chemicals - SW

Standard 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.

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.

Calendar of Events:

Deadline to receive written inquiries: October 30, 2025

Deadline to answer written inquiries: November 6, 2025

Bid Opening Date and Time: November 13, 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: Paris King
1201 North Third St.
Claiborne Bldg., Suite 2-160
Baton Rouge, LA 70802

E-Mail: paris.king2@la.gov
Phone: (225) 342-8019
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.

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.

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.

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.

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 services. In no case will the State Agency refuse to make partial payments to the Contractor although all services have

not been provided. This payment in no way relieves the Contractor of his responsibility to effect provision 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 service provided 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.

Contract Revisions:
Requests for revisions to the 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 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 additions.

The Contractor must immediately notify the Office of State Procurement when any dealer on the 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. Bidders 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 the contract.

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 period at the same prices, terms and conditions.

Brand Name Contract Usage Requirements: Water Treatment Chemical Brand Name Contracts are expected to have **$50,000** usage annually. This usage amount may be waived in whole or in part due to extenuating circumstances, in the State's best interest. The Office of State Procurement will consider contract purchases from State Agencies, Quasi-State Agencies and Political Subdivisions. The inability or failure to timely produce usage reports evidencing adequate sales may result in the cancellation of your brand name contract for a period of 2 years.

Brand Name Contract: All items bid must be brand name specified. Alternate brands will not be considered.

Bidders should submit with their bid response the most recent published commercial price list and their GSA price schedule (if one exists) covering all items bid. In the event that a printed published price list is not available, a typed, signed and notarized list of prices covering all items bid should be submitted. If not submitted with the bid, this information shall be provided within ten business

days of the request. Prices bid may not exceed the commercial price list or GSA prices in order for items to be awarded. Any terms and conditions contained in the published price list or GSA price list will not be applicable to the State's contract unless specifically stated.

Administrative Fees: The State shall be due a **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. 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 fees 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 fees shall begin immediately upon execution of the contract and payment shall be made in accordance with the following schedule:

Quarter	**Payment Period**	**Payment Due Date**
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 ONE REMITTANCE FOR MORE THAN ONE CONTRACT, THE CONTRACTOR SHALL INDICATE ALL STATE CONTRACT NUMBERS AND THE AMOUNT FOR EACH.

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Schedule for submittal of usage reports:

Quarter	Reporting Period	Due Date
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

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:
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.

Any entity that is interested in using the contract must contact the Office of State Procurement. The State reserves the right of refusal to extend the contract to other Agencies and use of the contract will require prior approval by the State.

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 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.)

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.

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

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.

Sample(s) May Be Required:
When requested, samples must be furnished at the bidder's expense, and received no later than 10 business days after request. Packages should be clearly labeled with the file number. Each individual sample within the package must be clearly labeled with the bidder's name,

manufacturer's brand name and number, file number and item reference. Submit only one bid proposal's samples per box. Samples of the successful bidder will be retained at the Office of State Procurement or the Using Agency for the purpose of receiving merchandise. Any part of merchandise received that does not meet the quality standards and construction of the sample will be rejected and returned at the bidder's expense.

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

Price Reductions:
Whenever there is a reduction in price, which is lower than the contract price, offered to similarly situated customers contracting for the same period and under the same terms and conditions, said reduction must be presented directly to the Office of State Procurement. No price reduction on a statewide contract may be offered to an Agency unless that reduction is offered to all Agencies.

Material Safety Data Sheets (MSDS):
MSDS and the actual product label are required for each chemical and should be submitted with the bid or shall be submitted within seven business days of request. The vendor is responsible for providing updated MSDS and/or labels to the Office of State Procurement as needed.

All materials furnished under the contract shall comply with all Federal, State, and Local laws, rules and regulations for the chemicals listed in the contract, including OSHA regulations Standard 29 CFR. All products shipped as part of the contract must include an MSDS and the container shall be properly labeled with all required information and warnings.

Packaging and Labeling:
Vendors are encouraged to consider delivery methods that utilize recyclable or reusable packaging material and containers, or those with recycled content.

Bidders are requested to bid packaging and portion sizes as specified. Unless requested or otherwise specified, bulk packaging is not acceptable. Quantities per package which are greater than specified may be considered bulk packaging and may be cause for rejection.

The State of Louisiana reserves the right to accept or reject alternate packaging or portion sizes based on factors including, but not limited to, storage limitations at the facility, product shelf life, delivery schedules specified, distribution requirements and internal/external packaging specifications.

Freight Charges:
Unit price should 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.

Delivery:
Deliver to any Agency of the State government eligible by State statute and/or authorized to purchase from the contract. Delivery is to be made upon the issuance of a purchase order.

Contractors will maintain an adequate supply of all items in order to meet specified delivery. Successful vendor must notify Agencies 48 hours prior to delivery. Certificate of compliance from manufacturers must accompany all shipments.

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

Substitutes:
Only brand 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.

Contract Utilization: The contract has been designated as a Louisiana Pricing Schedule ("LaPS"). The State intends to use the following process before placing orders under the contract, and the Contractor explicitly understands and agrees to the use of this process before accepting orders under the contract. Where multiple LaPS contracts exist for functionally equivalent products and/or services and the procurement exceeds the defined maximum value for small purchases established by Executive Order of the Governor, all eligible users of these contracts will utilize the following procedures:

1) Prepare a Request for Response (an informal process used to make a best value determination) that includes, if applicable:

A) Performance-based statement of work that includes such things as:
- The work to be performed
- Location of work
- Period of Performance
- Deliverable schedule
- Applicable performance standards
- Acceptance criteria
- Any special requirements (e.g., security clearances, special knowledge, etc.)
- The products required (using a generic description of products and functions whenever possible).

B) If necessary or applicable, a request for submittal of a project plan for performing the task and information on the Contractor's experience and/or past performance performing similar tasks.

C) A best value determination is one that considers, in addition to underlying contract pricing, such factors as:
- Probable life of the item selected
- Environmental and energy efficiency considerations
- Technical qualifications
- Delivery terms
- Warranty
- Maintenance availability
- Administrative costs
- Compatibility of an item within the user's environment

- User's familiarity with the item or service

D) A request for submittal of a firm-fixed total price for labor and/or products which are no higher than prices in the LaPS contract.

2) Submit the Request for Response to at least three LaPS contract holders, whenever available, offering functionally equivalent products and/or services that will meet the Agency's needs.

3) Evaluate responses and select the Contractor to receive the order:

A) After responses have been evaluated, the order shall be placed with the Contractor that represents the best value that meets the Agency's needs. The Ordering Agency should give preference to small entrepreneurships or small and emerging businesses when two or more Contractors can provide the services and/or products at the same firm-fixed price.

B) The Ordering Agency shall document in the procurement file the evaluation of the Contractors' responses that formed the basis for selection. The documentation shall identify the Contractor from which the services and/or products were purchased, the services and/or products purchased, and the cost of the resulting purchase order.

C) Purchases shall not be artificially divided to avoid the requirements of this section when recurring requirements for same products are known.

Price List Changes: Prices shall remain firm and effective for the first three months of the contract term. Price list changes will be considered during the remainder of the contract period and during any contract renewals.

Requests for price list changes must be submitted in writing by the Contractor to the Office of State Procurement and must be supported by sufficient documentation such as manufacturer's price increase, significant changes in the published market indicators for the industry, certified raw material cost data and/or any other substantiating information that may be requested by OSP. Upon receipt of the price escalation request, OSP reserves the right to accept the request, request additional information, negotiate the proposed increase, or reject the request outright. Any decision by the Office of State Procurement to grant or decline a request will be at the Office of State Procurement's sole discretion and the Office of State Procurement's decision shall be final.

Price list changes will not be effective until approval has been granted in writing by OSP. No retroactive adjustments to the price list will be allowed.

The Contractor shall immediately notify OSP of all manufacturer's price decreases and the State shall receive the full benefit of such decreases, effective the date in the manufacturer's announcement.