Attachment A - Special Terms and Conditions

RFx No.: 3000026910 **Title: Aluminum – DOC-PE**

1. **Bid Delivery Instructions for State Procurement:**

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

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

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

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

Bidder should be aware of security requirements for the Claiborne Building and allow time to be photographed and presented with a temporary identification badge.

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to the Office of State Procurement's physical location. The Office of State Procurement is not responsible for any delays caused by the bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date & time shall result in rejection of the bid.

Note: Bidders who choose to respond to this bid online via the vendor portal are encouraged to not submit a written bid as well.

Bidders are hereby advised that due to the nature of the internet, the State of Louisiana cannot guarantee that access to the LaGov or LaPAC websites will be uninterrupted or that e-mails or other electronic transmissions will be sent to you or received by us. The Office of State Procurement is not responsible for any delays caused by the bidder's choice to submit their bid online. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date and time shall result in rejection of the bid.

****Attention****

Receipt of a solicitation or award cannot be relied upon as an assurance of receiving future solicitations. In order to receive notifications of future solicitations from this office, you must register and enroll in the proper category in LaGov.

Enrollment in LaGov provides LaPac email notification of bid opportunities based upon commodities that you select.

Calendar of Events:
Deadline to receive written inquiries: November 26, 2026

Deadline to answer written inquiries: December 3, 2026

Bid Opening Date and Time: December 10, 2026 @ 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 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. 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.

Help scripts are available on the Office of State Procurement's website under Vendor Resources.

2. **Terms and Conditions:**

This solicitation contains all terms and conditions with respect to the commodities herein. Any vendor contracts, forms, terms, or other materials submitted with bid may cause bid to be rejected.

3. **Vendor's Forms:**

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

4. **Substitutes:**

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

5. **Prices:**

Prices shall be complete, including transportation/freight charges prepaid by the Bidder to the destination. Prices should be quoted in the unit (each, box, case, hour, flat, mile, etc.) as specified in this solicitation.

6. **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.

7. **Freight Charges:**

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

8. **Payment:**

Payment will be made on the basis of unit price as listed in the contract; such price and payment will constitute full compensation for furnishing and delivering the contract commodities. In no case will the State Agency refuse to make partial payments to the Contractor although all items have not been delivered. This payment in no way relieves the Contractor of his responsibility to effect shipment of the balance of the order. Payment will be to the vendor and to the address as shown on the purchase order.

9. Late Payments:

Interest due by a State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13.4202.

10. Prohibition Against Advance Payments:

No compensation or payment of any nature shall be made in advance of the delivery of the contract commodities or in advance of services actually performed, unless allowed by law or otherwise stated therein.

11. 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.

12. Delivery of the Essence:

Delivery is of the essence and the State reserves the right to award to that vendor which provides the earliest possible delivery from the date of award. The State also reserves the right to reject any and all vendors who cannot make delivery within 21 days from the date of award.

Specify delivery days from the date of award: _____.

13. Repurchase:

The State of Louisiana, with the acceptance of the contractor, reserves the right to repurchase the listed item(s) at the same price, terms and conditions shown for a period of 1 year from the date of the original purchase order.

14. Electronic Vendor Payment Solution:

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractors, the State intends to make all payments to Contractors electronically. The LaCarte procurement card will be used for purchases of $5,000 and under, and where feasible, over $5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with 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. Purchase 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 upon 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

15. 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.

(a) Do you have a Louisiana Business workforce? ☐ Yes ☐ No

(b) 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.

16. 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.)

17. 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.

18. Right to Inspect:

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

19. Method of Award:

It is the intent of the State to award the contract on an individual basis to the lowest responsive, responsible bidder(s) meeting the specifications. The State further reserves the right to reject individual line items from the award.

20. Record Retention:

The successful vendor shall retain all books, records, and other relevant documents associated with the contract for at least 5 years after final payment.

21. Right to Audit:

The State Legislative Auditor, Federal Auditors and Internal Auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of 5 years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

22. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana; specifically, the Louisiana Procurement Code (La. R.S. 39:1551-1755) and its

corresponding rules and regulations and, to the extent applicable, the Information Technology Procurement Code (La. R.S. 39:196-200) and its corresponding rules and regulations.

Venue of any action for judicial review brought with regard to the contract, after exhaustion of administrative remedies, shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana, which shall exercise its appellate jurisdiction in accordance with the Louisiana Procurement Code.

23. Termination for Non-Appropriation of Funds

The continuation of this 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 the 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 appropriation 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.

24. Assignment

The Contractor shall not assign any interest in this contract by assignment, transfer or novation without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

25. Contract Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of La. R. S. 39:1671-1673, as applicable.