



Attachment A – Special Terms and Conditions

RFx No.: 3000021883

Title: \*Fax Bid\*Grease Trap Cleaning – DOC

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

BIDS MAY BE SUBMITTED ONLINE BY ACCESSING THE LINK ON PAGE ONE (1) OF THE INVITATION TO 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 chosen means of online bid delivery. 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.

**OR** Fax quotations may be submitted:

Via fax to: (225) 342-9756

In order for your fax quotation to be considered, it must be received no later than the opening date and time shown on the first page of this solicitation.

If your fax quotation is submitted via fax, the date and time marked by the receiving fax machine will be the official fax quotation receipt time. Fax quotations submitted by hand or courier delivery or mailed to the office of state procurement will be time-stamped.

Vendor is solely responsible for the timely delivery of its fax quotation. Failure to meet the fax quotation opening date and time shall result in rejection of the fax quotation.

**OR** Bids may be mailed or delivered by hand or courier service to our physical location as follows:

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

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 our 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.

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**\*\*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](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.

**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 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 the solicitation.

**6. Acceptance:**

Unless otherwise specified, bids on this contract will be assumed to be firm for acceptance for a minimum of sixty (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 vendor and address as shown on order.

**9. 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

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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.

**10. 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. 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](mailto: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

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\_\_\_\_\_  
Authorized Signature for payment type chosen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address and phone number of authorized individual

**12. Literature:**

Literature and/or specifications must be submitted upon request; if requested, literature and/or specifications must be submitted within five (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.

**13. Contract Period:**

This contract shall be effective for the period beginning date of award and ending June 30, 2024.

**14. Estimated Quantity:**

The listed quantities 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 and terms stated in the bid.

**15. Renewal Option:**

At the option of the State of Louisiana and acceptance by the Contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions. Total contract period may not exceed thirty-six (36) months.

**16. Method of Award:**

It is the intent of the State to award this 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.

**17. 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.

**18. PREA: Prison Rape Elimination Act:**

In accordance with DPS & Department Regulation No. C-01-022 "Sexual Assault and Sexual Misconduct", the Contractor agrees to report allegations of sexual misconduct, respond to investigation inquiries and participate in training as directed by the Department of Public Safety and Corrections. The sexual assault and sexual misconduct with inmate's acknowledgement form and the Louisiana Criminal

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Code: La. R.S. 14:134 Malfeasance in Office form will be signed by the Contractor and kept on file at the facility. Should the regulation be modified or amended, the Contractor will be notified and shall comply with the regulation as modified or amended.

**19. Contractors Entering Prison Grounds:**

Only Contractors' foremen entering the perimeter fences are allowed to bring in cellular telephones. Prior written approval from the warden is required. Camera phones and chargers are not allowed. Cellphones must be on the person or securely locked away at all times. Prior to beginning work, all Contractors must receive orientation to rules regarding working within the prison. Contractors will be advised during orientation about the rules and regulations regarding their responsibilities while working on the grounds of Allen Correctional Center.

**20. DOC Vendor Security Clearance Process:**

Any Contractor or Contractor personnel visiting or working in an institution is required to receive security clearance prior to entering the institution grounds. Contractor must furnish the full name, driver's license number, social security number, date of birth, race and sex of each employee who will be entering the compound. This information must be furnished in writing to the site visit coordinator prior to commencing work on the awarded project. A criminal background check will be conducted on each employee, and upon arrival, ID cards will be issued to each employee. No Contractor personnel will be allowed to work on the institution grounds until the above clearance approval process is completed. The Contractor is also required to provide a written inventory of tools, vehicles and/or trailers prior to entering the institution grounds.

**21. Sufficient Information:**

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.

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Any questions, please contact Analyst at the Office of State Procurement immediately.

State Procurement Analyst: SPA Dorian Allen, phone: 225-342-8038, email: [Dorian.Allen@la.gov](mailto:Dorian.Allen@la.gov)