

ATTACHMENT A

RFx number: 3000022542 Contract Title: Emergency Ice, Cubed & Bagged - 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: 03/05/2024

Deadline to answer written inquiries: 03/12/2024

Bid Opening Date and Time: 03/19/2024 @ 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: Anna Cox
1201 North Third St.
Claiborne Bldg., Suite 2-160
Baton Rouge, LA 70802

E-Mail: anna.cox@la.gov
Phone: (225) 342-8017
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.

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.

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.

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 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:

All State Agencies are to issue contract purchase orders for the items required, as and when needed. Political subdivisions of the State and Quasi 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.

Packaging:

Bidders are requested to bid packaging and portion sizes as specified. However, if alternates to the packaging or portion sizes are proposed, they should be as close as possible to those 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, dietary requirements on portions, etc.; delivery schedules specified; distribution requirements; internal/external packaging specifications; and canteen resale considerations.

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

Unless otherwise specified, the commodities shall be packed in substantial commercial containers of the type, size and kind commonly used for the purpose, so constructed as to insure acceptance and safe delivery as called for in the contract.

Package Markings:

Packages must be marked with the brand and number of the product and such other information as sizes, types, quantity, use instruction, etc. which helps the end user in using the product correctly.

USDA and FDA Compliance:

All items furnished under the contract must be in compliance with United States Department of Agriculture (USDA) and Food and Drug Administration (FDA) requirements and laws, including labeling requirements.

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. This includes other jurisdictions included in Emergency Management Assistance Compact (EMAC) as described in La. R.S. 29:733.

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. This list does not include EMAC participants or other entities outside of Louisiana.

Bidders or Contractors may prospectively choose to partially or entirely ‘opt-out’ of accommodating cooperative purchasing for such contract(s) by sending a 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.

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>
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LaCarte	_____	_____
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EFT	_____	_____
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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 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.)

Literature:

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

Insurance Requirements for Contractors:

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the bidder's pricing.

A. Minimum Scope and Limits of Insurance**1. Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of

\$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalent, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. All policies must be endorsed to require 30 day written notice of cancellation to the Agency. 10 day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, the Contractor is required to notify the Agency of policy cancellations or reductions in limits.

- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or the Agency's acceptance of a non-compliant Certificate of Insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. Acceptability of Insurers

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. Verification of Coverage

1. The Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder shall be listed as follows:
State of Louisiana
Office of State Procurement, Its Officers, Agents, Employees and Volunteers
1201 N. 3rd Street, Suite 2-160
Claiborne Building
Baton Rouge, LA 70802
Emergency Ice, Cubed & Bagged - SW
3. In addition to the Certificates, the Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. Subcontractors

The Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. Workers Compensation Indemnity

In the event the Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that the Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its Departments, Agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its Departments, Agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of the Contractor, its owners, agents and employees. The parties further agree that the Contractor is a wholly independent Contractor and is exclusively responsible for its employees, owners, and agents. The Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its Departments, Agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of the contract.

H. Indemnification/Hold Harmless Agreement

1. The Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
2. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

PURPOSE OF THE BID

The purpose of this solicitation is to establish Emergency Contingency Contract(s) for emergency **Ice, Cubed & Bagged**. The contract(s) will permit State Agencies, Quasi State Agencies and other Political Subdivisions authorized by law, to purchase in the event that an emergency is declared by the Governor of the State of Louisiana, in accordance with the laws of the State of Louisiana.

Contract lines are subject to all “Standard, Special and Contingency” terms and conditions. In the event that there is a conflict between the above, the order of precedence used in resolution will be as follows:

1. Contingency Terms and Conditions
2. Special Terms and Conditions (if applicable)
3. Standard Terms and Conditions

The Office of State Procurement intends to establish Emergency Contingency Contract(s) with vendors who could supply the State with **Ice, Cubed & Bagged** to be delivered within 12 to 24 hours to designated locations within the State of Louisiana during Governor-Declared emergency situations.

The State anticipates that no single vendor will have sufficient inventory to meet the requirements of lines set forth in this solicitation. In addition, since no one knows where the next disaster may strike, it is impossible to know which vendors may not be accessible due to damage. Therefore, the State reserves the right to make multiple awards if deemed necessary to respond immediately and effectively with needed services in the event that an emergency is declared by the Governor of the State of Louisiana in accordance with the laws of the State of Louisiana.

Contingency Terms and Conditions

1. **Documents:** Documents including questionnaire, literature and/or specifications must be submitted upon request; if requested, these documents must be submitted within five business days of written request.
2. **Inventory:** The Contractor shall be required to maintain, or have available for his own use an inventory sufficient to make shipment within 12 to 24 hours after receipt of order (ARO).
3. **Contract Alternatives:** State Agencies, Quasi State Agencies and other Political Subdivisions authorized by law are advised to use the contract in times of a declared emergency. Entities should carefully consider other contract alternatives, if time permits to determine the contract method that best serves the needs of the State. The emergency contingency contracts are intended to complement, not replace, existing contracts.
4. **FEMA Reimbursement Rate Method:** At times of declared emergency, the Federal Emergency Management Agency (FEMA) may approve reimbursement rates for Contractors providing products and services to State and Local governments. In the event FEMA establishes such rates, the State and the Contractor agree to accept the lesser of either the contract price, or FEMA rates which are in effect for the period of the emergency.
5. **Multiple Awards:** The State reserves the right to make multiple awards in its best interests.

Multiple awards may be in the State's best interest when awarded to two or more bidders or offerors for similar products, and when needed for adequate delivery, service or availability.

Multiple awards, if made, will be based on a review of such factors as past usage, anticipated usage, the reasonableness of prices, and the need to ensure timely delivery.

6. Invoice Support: In order to facilitate payment of invoices, vendors are to:

- Secure evidence of delivery which should include the printed name and signature of the contact person. Produce, upon request, bills of lading, driver logs, and trip sheets to verify invoices.
- Reference the purchase order number on the invoice; vendors should also include contract numbers and commodity descriptions.

Failure to comply will cause a delay in payment.

7. Usage Reporting Requirements: 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 Contractor 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's website under Vendor Resources/Vendor Forms: <https://www.doa.la.gov/oa/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 order 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.

8. Training (if applicable): Successful Contractor may be required to attend any training or orientation required by the State at no additional cost to the State.

9. Vendor's Availability: In the event of a declared emergency, the Contractor must be available 24 hours a day, seven days a week, including weekends and holidays, for order placement and delivery.

Questionnaire

1. State the number of **Ice, Cubed & Bagged** you will have available within the first **12 to 24 hours** after receipt of any order, pursuant to any contract which you may be awarded.

2. State the number of **Ice, Cubed & Bagged** you will have available **per day**, pursuant to any contract which you may be awarded. _____

3. Vendor will be responsible for all loading and unloading of commodities (i.e. flatbed truck, forklift, dolly, inside delivery, etc.) Are you capable of this task?

_____ YES _____ NO

Do the trailer trucks being used have a lift gate? _____ YES _____ NO

4. Do you have access to inventory of your commodity that is located outside of Louisiana?

_____ YES _____ NO

5. Will the product be delivered on pallets? _____ YES _____ NO

If yes, can the pallets be stacked? _____ YES _____ NO

How high (number of pallets) can the pallets be stacked without causing damage to the product? _____

6. Will a full undamaged pallet(s) of commodities be returnable for full or partial refund?

_____ YES _____ NO

If yes: _____ full refund _____ partial refund

If yes, is there a restocking fee? _____ YES _____ NO

If yes, what percent is the restocking fee? _____%

7. If returns will be accepted, is there a time limitation for returning the product?

_____ YES _____ NO

If yes, specify the time period: _____

8. Desired delivery should be within 12 to 24 hours after receipt of the order (ARO).

State delivery time _____

9. Deliveries can be defined as tailgate only or inside delivery.

Delivery method: _____ tailgate only _____ inside delivery
_____ both are available

Is there a fee associated with inside delivery? _____ YES _____ NO

If yes, state a flat fee charge \$_____. When an inside delivery is called for, the Contractor shall uncrate, set in place and remove all debris.

10. Real Time Tracking: The Contractor should have Real Time Tracking capability to identify, verify and trace each shipment as it moves from order placement to destination delivery. This is significant during an emergency situation, in case the need to reroute, divert, or other related shipping details must be conveyed to the shipper, and/or receiver of goods and/or services.

Is Real Time Tracking Available? _____ YES _____ NO

11. The State reserves the right to establish reasonable rerouting and detainment charges, using the lowest rerouting and detainment rates of a responsive bid as a benchmark.

a. **Delivery Detainment Charges:** \$_____ per hour, beyond a four hour delay. If your delivery is unreasonably delayed in loading or unloading at a delivery destination, beyond four hours, specify whether a separate hourly delivery detainment charge will be assessed. (**Enter amount here and on Price Sheet Attachment, if applicable.**)

b. **Delivery Re-routing Charges:** \$_____ flat fee or \$_____ per mile, (***whichever is lesser***). Trucks must be able to be re-routed during transit, if deemed necessary. (**Enter amounts here and on Price Sheet Attachment, if applicable.**)

12. Delivery Pallets: (if applicable) All pallets (approximately 48" x 48") used in deliveries for the contract will become the property of the State of Louisiana at no additional cost to the State. All pallets are to be shrink-wrapped a minimum of three layers per pallet. Pallets should be reinforced with cardboard rails on the side and cardboard on the top. Pallets must be accessible from all four sides, suitable for handling by forklifts, floor jacks and other similar equipment.

The lot number must be printed on each pallet. If cases shift or fall during transit, the State reserves the right to refuse shipment.

In the event the pallets can be returned by the Agency, will a payment be issued to the Agency for the return?

_____ YES _____ NO

13. State the name(s) and the telephone number(s) of the contact people who will be responsible for administering the contract for your company:

Emergency Contact Information – please print

Name: _____

Office Phone #: _____

Cell Phone #: _____

Email Address: _____

Name: _____

Office Phone #: _____

Cell Phone #: _____

Email Address: _____

Name: _____

Office Phone #: _____

Cell Phone #: _____

Email Address: _____

Name: _____

Office Phone #: _____

Cell Phone #: _____

Email Address: _____