

Attachment A - Special Terms & Conditions

HCV and HIV Rapid Testing Kits Louisiana Department of Health, Office of Public Health (LDH/OPH) RFx #3000022540

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, Ste 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 emails 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.

An addendum will be issued and posted at the Office of State Procurement LaPAC* website, for 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 FORMS:

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

ACCEPTANCE:

Unless otherwise specified, bids on the contract will be assumed to be firm for acceptance for a minimum of 60 days. If accepted, prices must be firm for the specified contract period.

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.

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. The payment in no way relieves the Contractor of his responsibility to effect shipment of the balance of the order. Payment will be made to vendor and address as shown on order.

ORDERS:

Louisiana Department of Health, Office of Public Health (LDH/OPH) will issue contract purchase orders for the items required, as and when needed.

INCREASE/DECREASE:

The quantities included 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 this bid.

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.

RENEWAL OPTION:

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.

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 the Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from State Agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all Statewide and Agency Term Contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against the contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State’s bank directly to the payee’s bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at DOA-OSRAP-EFT@la.gov.

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

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.

LATE PAYMENT:

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.

CONTRACT USAGE REPORTS

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

The specific usage report content, scope, and format requirements is available on the Office of State Procurement website under Vendor Resources/Vendor Forms: <https://www.doa.la.gov/doa/osp/vendor-resources/>. In addition, the person's name who compiled the report and their contact information shall be provided. The Office of State Procurement reserves the right to request copies of any purchase 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.

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.

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.

RIGHT TO AUDIT

The State Legislative auditor, federal auditors, and the internal auditors of the Louisiana Department of Health, Division of Administration, or others so designated by the State, shall have the option to audit all accounts directly pertaining to the contract for a period of five 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.

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.

PROPRIETARY:

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

METHOD OF AWARD:

Award to be made on an ALL- OR- NONE basis to the overall lowest responsive, responsible bidder meeting specifications. The State reserves the right to reject individual line items from the award.

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 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.