

**Attachment A – VCOM-Louisiana Terms and Conditions
Two Mobile Medical Units – January 2023**

1. Bid Delivery Instructions:

Bidders are hereby advised that Edward Via College of Osteopathic Medicine-Louisiana Campus (VCOM-LC) must receive bids at its physical location by the date and time specified on the Invitation to Bid. All bids must be returned to the VCOM-LC office via mail or in person. **DO NOT FAX OR EMAIL.**

Bids may be mailed or delivered by hand or courier service to the **Attention of Katelyn Davis** with the physical location as follows:

4408 Bon Aire Drive
Monroe, LA 71203

Bidder should be aware of security requirements for the VCOM-LC building and if personally delivering, Katelyn Davis needs to be notified to ensure a mutually agreeable date and time.

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to the physical location. VCOM-LC is not responsible for 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 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.

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 have sufficient evidence determining compliance with specifications and receive prior written approval.

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.

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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 or delivery 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. VCOM-LC will consider a reasonable upfront deposit towards the contracted commodities total. This deposit in no way relieves the Contractor of his responsibility to effect shipment of the order. VCOM-LC will make the full final payment to the Contractor after items have been delivered. Payment will be sent via check to the vendor and remit to address as shown on order.

9. Invoices:

Invoices will be submitted by the Contractor to VCOM-LC, 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 directly to the accounting department of VCOM-LC. Invoices shall show the amount of any cash discount, deposit (if applicable) and shall be submitted on the Contractor's own invoice form.

10. 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 fifty percent (50%) Louisiana residents.

(1) Do you have a Louisiana Business workforce? _____ yes _____ no

(2) If so, do you certify that at least fifty percent (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 ten percent (10%), except as otherwise provided in this Chapter as a specific exception.

Do you claim this preference? _____ yes _____ no

Specify line number(s): _____

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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 seven percent (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 ten percent (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 (1) bidder offers Louisiana items which are within ten percent (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.)

Failure to specify above information may cause elimination from preferences.

11. 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

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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 five percent (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 (1) bidder offers items manufactured in the United States which are within five percent (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.)

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. Right to Inspect:

VCOM-LC 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 VCOM-LC.

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14. Method of Award:

It is the intent of VCOM-LC to award this contract on an individual basis to the lowest responsive, responsible bidder(s) meeting the specifications ensuring quality. VCOM-LC further reserves the right to reject individual line items from the award.

15. Calendar of Events:

Bid Process Begins on **January 10, 2023** at 10:00 am (Central Time).

Inquiry Deadline to receive written inquiries is **January 25, 2023**.

Pre-Bid Conference to answer written inquiries is 10:00 am (Central Time) on **January 27, 2023** via Zoom.

Join Zoom Meeting at <https://vcom-edu.zoom.us/j/85156829848>

Meeting ID: 851 5682 9848

Passcode: 151384

Bid Process Deadline and Bid Opening is Wednesday, February 14, 2023 at the close of the business day with the opening of the sealed bids.

NOTE: VCOM-LC 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 the ITB.

Bidder Inquiries:

VCOM-LC shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle. VCOM-LC 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 document. Only those inquiries received by the established deadline shall be considered. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this bid may be delivered by mail, express courier, e-mail, or hand to:

VCOM-Louisiana
Attention: Katelyn Davis
4408 Bon Aire Drive
Monroe, LA 71203

Email: kdavis@ulm.vcom.edu
Phone: (318) 342-7143

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Only the person identified above, or their designee, has the authority to officially respond to bidder's questions on behalf of VCOM-LC. Any communications from any other individuals are not binding.

An addendum will be issued and posted on the VCOM 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 VCOM-LC employee or consultant. It is the Bidder's responsibility to check the VCOM-LC website frequently for any possible addenda that may be issued. VCOM-LC is not responsible for a bidder's failure to download any addenda documents required to complete the bid.

*Note: Official electronic bid postings and notifications reside on the VCOM website: <http://www.vcom.edu/bid-mobile-medical-units>

16. 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.
