

**EAST BATON ROUGE PARISH SHERIFF'S OFFICE  
P. O. BOX 3277  
BATON ROUGE, LA 70821**

**BID #988 (06/17)**

**SPECIFICATIONS AND BID FORMS FOR (TOOTHPASTE)**

Sealed bids will be received until 10:00 a.m., **Monday, July 17, 2017** in room 268 at the East Baton Rouge Parish Sheriff's Office, Governmental Building, 222 St. Louis St., Baton Rouge, La 70801 for **Toothpaste**. All bids shall be submitted in a sealed envelope clearly marked "**Sealed Bid for Inmate Toothpaste.**"

The bid prices shall be valid for all quantities required for a period beginning **July 19, 2017** and ending June 30, 2018. At the option of the Sheriff's Office, this bid may be extended for a period of two (2) year ending June 30, 2020 at the same prices.

There is no guaranteed minimum or maximum on any item on this bid. Items are ordered on an "as needed" basis.

Bid prices shall include delivery to the East Baton Rouge Parish Prison Laundry Room, 2867 Brig. Gen. Isaac Smith Blvd., Baton Rouge, La. 70807. Inside delivery is required.

Samples may be required by the Sheriff's Office prior to award of bid.

**This bid will be awarded based on the grand total bid price of all items specified below.**

Bidder shall attach warranty information to this bid. The warranty will be a factor in the awarding of this bid.

A Bid is being requested on the following:

**"Inmate Toothpaste**

- Clear Gel Toothpaste
- 2.75 or 3 oz.
- Non metal tube
- With Fluoride
- Must be ADA Approved or FDA Approved
- Unit price pre. case
- Non Alcoholic

**Instructions to Bidders**

Unit Bid Price \$48.96 Total Bid Price \_\_\_\_\_  
per case 144

In accordance with the provisions of Title 38:2251 et.seq., preference is hereby given to materials, supplies or equipment which are manufactured, processed, produced or assembled in Louisiana, quality being equal to other materials, supplies or equipment offered by companies outside of the State of Louisiana.

Do you claim this preference? YES \_\_\_\_\_ NO ☒

Specify location within Louisiana where this product is manufactured, processed, produced or assembled.

\_\_\_\_\_

Have you attached the qualifying letter according to the requirements of the INSTRUCTIONS TO BIDDERS? YES \_\_\_\_\_ NO \_\_\_\_\_

Specify each item that you are claiming a preference on \_\_\_\_\_

\_\_\_\_\_

Bidders are hereby advised that the accompanying document entitled "INSTRUCTIONS TO BIDDERS" is an integral part of this request for bids. Bidders should be aware of all provisions in this document.

**\* Bid related information also available on line and bids may also be submitted on line at [www.centralbidding.com](http://www.centralbidding.com).**

Legal Company  
Name: Phoenix Trading, Inc. Date: 7/14/17

Individual: Julie Siegel Signature: Julie Siegel

Title: Operations Manager Phone Number: 800-556-6322

Mailing Address: 17661 128th Place NE Woodinville, WA 98072

## **Instructions to Bidders**

### **Article 1 – Bid Security**

In certain instances, the Sheriff's Office may require bidders to furnish bid security. Any bidder not furnishing bid security, when required, may cause rejection of his bid. The successful bidders' bid security will be retained until he has entered into a satisfactory contract. The Owner reserves the right to hold the certified checks, cashier's checks, money orders or bid bonds of the three lowest bidders until the successful bidder has entered into a contract.

If a bid bond is used, it shall be written by a surety or insurance company currently on the U. S. Office of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-Rating in the latest printing of the A. M. Best's Key Rating Guide to write individual bonds up to ten percent of the policyholders' surplus as shown in the A.M. Best's Key Rating Guide. The bid bond shall be issued by a company licensed to do business in Louisiana and countersigned by a person who is under contract with the surety company or bond issuer as a licensed agent in this state and who is residing in this state.

Notwithstanding the aforesaid, in the event that a bidder furnishes a bid bond which does not fully comply with the provisions of this Article, but which is otherwise a legally valid and enforceable bond, the Sheriff's Office may allow such bidder to amend his bid bond following the opening of bids in order to bring the bond in conformity with the requirements of this Article and/or requirements of LA. R. S. 38:2218, or may permit the bidder to substitute other bid security in place of the bid bond submitted.

Should the East Baton Rouge Parish Sheriff's Office make an award to a vendor who refuses to enter into a contract, the bid bond, money order or checks shall be forfeited to the East Baton Rouge Parish Sheriff's Office as liquidated damages.

Agents signing bonds shall type their name and license number below their respective signature.

When bid security is not required, and the successful bidder fails to perform (deliver) on awarded bid, the Sheriff's Office shall declare the bidder in default. The Sheriff's Office shall then have the option to either award the bid to the next lowest responsible bidder, or to reject all bids as deemed in the best public interest. Should the Sheriff's Office opt to readvertise for bids, the defaulting bidder shall be precluded from submitting a bid?

### **Article 2 – Power of Attorney**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond, a certified and effectively dated copy of their power of attorney.

### **Article 3– Brand Name Specifications**

Whenever brand names are used, they are used only to denote the quality standard of product desired. The Sheriff's Office does not restrict vendors to the specific brand, make, manufacturer or specification named; they are used only to set forth and convey to prospective vendors the general style, type, character and quality of product desired; equivalent products will be acceptable. Vendors must provide sufficient literature, brochures, etc. to prove quality.

## **Instructions to Bidders**

Vendors are asked to list any exceptions to specifications. Brochures or other literature submitted will determine whether the item quoted upon actually meets all specifications.

### **Article 4 – Taxes**

In accordance with Act 1029 of 1991, the East Baton Rouge Parish Sheriff's Office is exempt from state and local taxes.

### **Article 5 – Cancellation of Contract**

In the event of unsatisfactory services by the contractor under this contract, the Sheriff's Office will have the option to cancel the contract with a thirty (30) day written notice to the contractor. In the event of termination of said contract, all obligations of either party under this contract cease.

### **Article 6 – Printed Form for Bid**

The bid form invites bids on definite plans and specifications. Only the amounts and information called for on the bid form furnished will be considered as the bid. Each bidder shall bid upon the work exactly as specified and as provided in the bid.

Bids should be clearly and legibly filled out in ink and/or typewritten and must contain the signature or facsimile thereof of the bidder or an authorized representative. The Sheriff's Office shall have the right to reject any bid in the event that it is unable to reasonably determine the information and quotations supplied by the bidder as a result of the manner and method by which the bidder has completed the bid form.

Any proposed vendor contract or scope of work must be made part of your bid package. Failure to include these documents may result in the disqualification of your bid.

### **Article 7 – Delivery**

Failure to insert delivery days, when called for on the quotation form, may be cause for rejection of the bid.

### **Article 8 – Louisiana Preference**

In accordance with the provisions of LA R.S. 38:2251 et. Seq., preference is hereby given for materials, supplies or equipment which are manufactured, processed, produced or assembled in Louisiana, quality being equal to other materials, supplies or equipment offered by competitors outside of the State of Louisiana. However, the Sheriff's Office can only make a full and proper determination of bidder's entitlement of a preference based upon a consideration of all pertinent information related to the claim. Accordingly, in order that the Sheriff's Office can fairly evaluate a bidder's claim for a preference, it shall be the bidder's duty and responsibility to supply the Sheriff's Office with the following declarations and information when submitting a bid, which claims entitlement to a preference:

1. The bidder shall affirmatively indicate that it desires and is entitled to be considered for a preference.
2. The bidder shall specify which items it is claiming a preference for and specify the location in Louisiana where the product(s) for which it is claiming a preference are manufactured or produced; and
3. The bidder shall attach to the bid form a written letter setting forth in detail why it is entitled to be granted a preference, including, but not limited to, describing how its products are produced or manufactured and describing the specific process which qualifies it for a preference.

## **Instructions to Bidders**

4. The bidder shall comply with all provisions of LA R.S. 38:2251 et. Seq
5. Any bidder who fails to comply with each and every one of the requirements set forth herein above shall be deemed to have waived its right to be considered for a preference, and such bid shall be considered as though no preference was available to the bidder.

The cost of the Louisiana products must not exceed the cost of other materials, supplies, or equipment which are manufactured, processed, produced, or assembled outside the state by more than the percentage allowed in LA R.S. 38:2251 et Seq.

### **Article 9 – Erasures**

Bidders should avoid making erasures, delineation's and other corrections on bids, since such may make it difficult for the Sheriff's Office to ascertain the information contained in the bid. In the event that a bidder must make such corrections to a bid, the corrections shall be initialed by vendor and made in such a manner that the information contained on the bid form can be fairly and reasonably discerned and ascertained by the Sheriff's Office. The Sheriff's Office shall have the right to reject any bid in the event that it is unable to reasonably determine the information and quotations supplied by the bidder therein.

### **Article 10 – Prices**

Prices are to include the furnishing of all materials, plant, equipment, tools, delivery, and all other facilities, and the performance of all labor services necessary or proper for the completion of the work except as may be otherwise expressly provided in the detailed specifications.

When called for on the quotation form, prices should be shown both in words and in figures. In the event of a discrepancy between the prices quoted in words and those quoted in figures, the words shall control. In the event that the bidder does not show prices in both words and in figures, the bid shall be tabulated in accordance with the form of the price provided. In case of a conflict between unit prices and the extended total price, the unit price shall govern. The Sheriff's Office reserves the right to reject any bid in the event that discrepancies in the prices quoted therein prevents the Sheriff's Office from making a fair determination of the quoted prices.

### **Article 11 – Understanding of Bidder**

In making his bid, each bidder represents that: he has read and understands the bid documents and his bid is made in accordance herewith; his bid is based upon the specifications described in the bid documents; any and all exceptions to specifications are so noted in said documents.

### **Article 12 – Withdrawal of Bid**

The bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) days after the bid openings.

At any time prior to the scheduled closing time for the receipt of quotations, a bidder may withdraw his quotation. After scheduled closing time for the receipt of quotations, no bidder will be permitted to withdraw his quotation, unless said award is delayed for a period exceeding thirty (30) days.

### **Article 13 – Submission and Opening of Bid**

All bids shall be submitted to the location specified.

1. **All bids shall be enclosed in a sealed envelope, which will be marked with the name and number of the bid being submitted.** The bid shall be either mailed to the East Baton Rouge Parish Sheriff's Office, Purchasing Department, P. O. Box 3277, Baton Rouge, Louisiana 70821, or hand delivered to

## Instructions to Bidders

the East Baton Rouge Parish Sheriff's Office Purchasing Department Room 286, 222 St. Louis Street, Baton Rouge, Louisiana 70821 (Governmental Building.)

Bids may also be submitted electronically: \* **Bid related information also available on line and bids may also be submitted on line at: [www.centralbidding.com](http://www.centralbidding.com)**

2. The "Notice to Bidders" designates the date and time of the bid opening. Bids will be received until the stated date and time. The responsibility for timely delivery rests solely with the bidder and late bids arriving after the stated date and time will not be considered.
3. Unless otherwise advertised, bids will be called for at 10:00 A.M. and will be opened and read aloud in Room 286 on the second floor of the Governmental Building.

### Article 14 – Quantities

Unless otherwise stated in the bid specifications, quantities listed are approximations only and the East Baton Rouge Parish Sheriff's Office will not be held bound to those approximate quantities. All orders will be on an "as needed" basis.

### Article 15 – Option to Renew

When indicated in the bid specifications and bid form, this contract may be extended for an additional renewal period(s) of the same duration as the original contract, at the same prices and terms, at the option of the East Baton Rouge Parish Sheriff's Office and the acceptance by the contractor.

### Article 16 – Bid Conference

When indicated in the bid specifications, the Sheriff's Office may conduct a pre-bid conference in order to allow prospective bidders to better familiarize themselves with the bid specifications, and the requirements of the Sheriff's Office for the items let for bid. Vendors shall be required to comply with any requirements regarding the bid, which are set forth during the pre-bid conference. In the event that the pre-bid conference has been designated as mandatory, attendance at the pre-bid conference shall be a prerequisite for the submission of a bid by the vendor. Bids from vendors who have not attended a mandatory bid conference, as required by the bid specifications, shall be returned unopened.

### Article 17 – Food Purchases

With regard to bids for food and related items, the delivery dates set forth in the bid specifications shall be binding on the vendor. **The Sheriff's Office will not accept backorders for food deliveries.** Vendors who anticipate a failure to meet a required date for the delivery of food and related items shall notify the Sheriff's Office no later than 72 hours prior to the specified delivery date. In the event that a vendor is unable to make a scheduled delivery, the Sheriff's Office reserves the right to purchase the food items needed for a specified delivery date from any other vendor in a manner that is consistent with state law and which is in the best public interest.

The Sheriff's Office reserves the right to reject any and all future bids for food and related items from vendors who fail to meet the requirements of this article. Alternatively, the Sheriff's Office may require that the vendor post a bid performance bond in a form and amount that is acceptable to the Sheriff's Office prior to the acceptance of any future bids from the vendor.