

**1.0 SCOPE****1.1 DESCRIPTION OF EQUIPMENT, SYSTEM, OR SERVICE TO BE PROVIDED**

By Statute (La. R.S. 39:141) the State of Louisiana, Office of Technology Services (OTS) shall act as the sole centralized customer for the acquisition, billing and record keeping of all telecommunications systems or telecommunications services provided to the Executive Branch of Louisiana State government which includes all executive departments, certain elected officials, boards and commissions. (<http://www.doa.la.gov/pages/default.aspx>). As such, OTS is soliciting bid responses to provide for the Statewide purchase of miscellaneous cable, equipment, and hardware as listed herein to facilitate adds, moves, and changes for telecommunications cabling infrastructures.

The State intends to make one, two, three, or four Statewide contract awards.

**1.2 NON-EXCLUSIVE CONTRACT**

Any resulting Contract shall be non-exclusive and shall not in any way preclude OTS from entering into similar contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

**1.3 GUARANTEE OF QUANTITIES OR CONTRACT USE**

Quantities that may be used in this ITB document are for informational purposes only. The State does not guarantee that these quantities shall be purchased from the Contract.

**2.0 BID RESPONSE PREPARATION/SUBMITTAL INSTRUCTIONS****2.1 DEFINITIONS**

Bid Document – for the purposes of this document, is defined as the document used to solicit bids and means an Invitation to Bid (ITB).

Bid Response – for purposes of this document, is defined as the document submitted by a vendor in response to an ITB.

Bidder – for purposes of this document, is defined as a person who submits a bid in response to an ITB.

Brand Name Specific – means this specification has been approved as proprietary and only the brand(s), and number(s) specified will be considered for award in accordance with R.S. 39:1655.

Contract – A legal binding agreement between the State and the awarded Bidder(s).

Contractor – means any person having a Contract with a governmental body.

Equal/Equivalent – for the purposes of this document, shall be taken in its general sense and shall not mean identical. The specification mentioning a specific brand or model does so for the sole purpose of establishing minimum requirements or category of quality; standards of performance and design required and is in no way intended to prohibit the

bidding of any manufacturer’s item or equal material properties and performance (See Section 3.2.1, General Requirements).

E-Rate – means “Education” Rate; in accordance with the provisions in the Universal Service Fund Order FCC 97-157, telecommunications service providers may be required to provide services to schools, libraries, and rural hospitals at discounted rates. If the Bidder chooses to participate in the program, it shall bill the schools, libraries, and rural hospitals at the discounted rates and shall bill the Universal Service Fund for the balance of the rate.

ITB – Invitation to Bid.

May/Can – denotes the advisory or permissible action.

OSP – means the Office of State Procurement.

OTS – means the Office of Technology Services.

Shall/Will/Must – denotes a mandatory requirement.

Should – denotes a desirable action.

**2.2 CALENDAR OF EVENTS**

Release Bids and Blackout Period Begins:	<u>February 12, 2024</u>
Deadline to Receive Written Inquiries:	<u>February 26, 2024</u>
Deadline to Answer Written Inquiries:	<u>March 12, 2024</u>
Bid Opening Date and Time	March 26, 2024 <u>10:00 AM Central Time</u>
(Bid Submission Deadline):	

NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions before the Bid Submission Deadline, if any, will be formalized by the issuance of an addendum to this bid document. Revisions after the Bid Submission Deadline, if any, will be by written notification to the eligible Bidders.

**2.3 ITB 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 solicitation section. All inquiries must be received by the Inquiry Deadline date set forth in Section 2.2 Calendar of Events of this ITB. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be considered.

Inquiries concerning this solicitation shall be delivered to the State’s contact person, Krystal Frank, for this solicitation by mail, express courier, e-mail, or hand:

Office of State Procurement  
Attention: Krystal Frank  
1201 North Third St.  
Claiborne Bldg., Suite 2-160  
Baton Rouge, LA 70802

E-Mail: Krystal.Frank@la.gov  
Phone: (225) 342-4672

Only the person identified above or their designee has the authority to officially respond to the Bidder's questions on behalf of the State, including during the Blackout Period. Any communications from any other individuals are prohibited and not binding to the State.

A copy of all such inquiries should also be delivered to:

Office of Technology Services  
Attention: Tristan Babin  
1201 North Third St  
Claiborne Bldg. Ste. 2-200  
Baton Rouge, LA 70802

E-Mail: Tristan.Babin2@la.gov

An addendum will be issued and posted at the Office of State Procurement LaPac website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all ITB 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 an Invitation to Bid.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest in accordance with La. R.S. 39:1671. Such protest shall be made in writing to the Director of State Procurement at least two days prior to the deadline for submitting bids.

**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, Bidders must register in the LaGov portal. Registration is intuitive at the following link:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg)

Help scripts are available on the Office of State Procurement (OSP) website under Vendor Resources at the following link:

<https://www.doa.la.gov/oa/osp/vendor-resources/>.

## **2.4 BLACKOUT PERIOD**

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, Bidder or their Agent or Representative is prohibited from communicating with any State employee or Contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to State employees, but also to any Contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 2.3 of this ITB. All communications to and from potential proposers, Bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the Contract is awarded.

In those instances in which a prospective Bidder is also an incumbent Contractor, the State and the incumbent Contractor may contact each other with respect to the existing Contract only. Under no circumstances may the State and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

Any Bidder, Proposer, or State Contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the proposal's disqualification.

Any costs associated with cancellation or termination will be the responsibility of the proposer or Bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for Bidders or Proposers;
3. Oral presentations during the evaluation process; or
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the ITB.

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## 2.7 NUMBER OF COPIES SUBMITTED

### For online submission:

Each Bidder shall submit one signed, searchable original response in .pdf format. The signed, searchable original technical response should be provided as one file and the financial response shall be submitted as a separate Excel file.

### For hard copy submission:

Each Bidder shall submit:

- One signed original response.
- One “searchable” electronic copy of the bid response on two separate USB flash drives. The searchable electronic copy should be provided as one file.
- The financial response shall be submitted as a separate Excel file on the two separate USB flash drives.

Each Bidder should submit the following:

- Three additional copies of the bid response.

## 2.8 DELIVERY OF BID RESPONSES

This bid document is available in electronic form at the Office of State Procurement’s LaPac website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the ITB Coordinator with the Office of State Procurement. Contact information for this ITB Coordinator is provided in Section 2.3 of this ITB. This document is **NOT** available electronically in WORD format.

It is the Bidder’s responsibility to check the Office of State Procurement 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 submit a response to this ITB.

**Bidders are hereby advised that the Office of State Procurement must receive the proposal at its physical location by the date and time specified in Section 2.2 Calendar of Events, of this ITB.**

Bid responses 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  
1201 North Third Street  
Claiborne Building, Suite 2-160  
Baton Rouge, LA 70802

**Important - - Clearly mark outside of envelope, box or package with the following information and format:**

- **Bid Document Name:** Rebid Telecom Cables and Adapters
- **File Number:** 92333, **Solicitation Number:** 3000022501
- **Bid Opening Date and Time:** March 26, 2024 at 10:00 AM Central Time

Bidders should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.

The Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to the Office of State Procurement physical location. The Office of State Procurement is not responsible for any delays caused by the Bidder's chosen means of proposal delivery. The Bidder is solely responsible for the timely delivery of its bid response. Failure to meet the bid opening date and time shall result in rejection of the bid response.

### **OR**

Bids may be submitted online by accessing the link on page one of the Invitation to Bid.

**NOTE:** Bidders who choose to respond to this ITB online via the vendor portal are encouraged to not submit a written bid response 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 response online. The Bidder is solely responsible for the timely delivery of its bid response. Failure to meet the bid opening date and time shall result in rejection of the bid response.

All bid responses shall be received by the Office of State Procurement **no later than the date and time shown in Section 2.2, Calendar of Events.**

**NOTE: FAX, EMAIL OR ANY OTHER ELECTRONIC SUBMISSIONS ARE NOT ACCEPTABLE.**

## **2.9 JOINT BID RESPONSES**

A joint bid response (two or more Bidders quoting jointly on one bid response) may be submitted, and each participating Bidder shall sign the joint bid response. If the Contract is awarded to joint Bidders, there shall be one Contract issued to the joint Bidders. Each joint Contractor shall agree to take necessary action to ensure that all the obligations of the Contract are met. Specifically, in the event the State determines that one or more of the joint Contractors has not met the obligations under the Contract, the other joint Contractor shall take necessary actions to ensure that the obligations of the Contract are met at no additional cost to the State and with the understanding that if a replacement Contractor is utilized, the replacement Contractor shall comply with all terms and conditions of the bid document and Contract. Further, in the event the State requires a performance guarantee, the joint Bidders shall submit a single performance guarantee issued in the names of all joint Bidders. In the event any of the joint Contractors do not meet the performance requirements, the State shall

have the option to make claim up to the limit of the guarantee. The joint Contractors shall also designate, in writing, one Contractor that shall function as the single point of contact concerning all matters relating to the Contract. The State assumes no responsibility or obligation for the division of orders or purchases among the joint Contractors. If submitting a joint bid response, the Bidder should complete the form in Section 7.2.1 (Joint Bid Response).

## 2.10 BID OPENING

Any vendor who would like to view the opening of this bid can access the following link, at the date and time of this bid opening.

<https://doa-ospla.zoom.us/j/2697438343>

This link will provide you with live audio and video access to this bid opening. The link will be live at 9:45 AM (Central Time) on the date of bid opening.

NOTE: ONLY THE NAMES OF THE BIDDERS SUBMITTING BID RESPONSES SHALL BE IDENTIFIED ALOUD. NO OTHER INFORMATION CONTAINED IN THE BID RESPONSE SHALL BE RELEASED OR DISCLOSED.

## 2.11 SIGNATURE AUTHORITY

The Bidder should indicate in Section 7.2.2 (Signature Authority) which of the following applies to the signer of this bid. Evidence of signature authority shall be provided upon the State's request.

1. The signer of the bid is either a corporate officer who is listed on the most current annual report on file with the Secretary of State **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Office of State Procurement before Contract award.**
2. The signer of the bid is a representative of the Bidder authorized to submit the bid as evidenced by documents such as corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification, or other supportive documents should be attached to Section 7.2.2 (Signature Authority).**
3. The Bidder has filed with the Secretary of State an affidavit **or** resolution **or** other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. **A copy of the applicable document must be submitted to the Office of State Procurement before Contract award.**
4. The signer of the bid has been designated by the Bidder as authorized to submit bids on the Bidder's vendor registration on file with the Office of State Procurement.

## 2.12 BID RESPONSE VALIDITY

All bid responses shall be considered valid for acceptance until such time an award is made, unless the Bidder provides for a different time period within their bid response. However,

the State reserves the right to reject a bid response if the Bidder's acceptance period is unacceptable and the Bidder is unwilling to extend the validity of its bid response.

### **2.13 PRIME CONTRACTOR RESPONSIBILITIES**

The selected Contractor shall be required to assume responsibility for all items and services offered in their bid response whether or not it produces or provides them. The State shall consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

### **2.14 USE OF SUBCONTRACTORS**

Each Contractor shall serve as the single Prime Contractor for all work performed pursuant to their contract. The Prime Contractor shall be responsible for all deliverables referenced in this ITB. This general requirement notwithstanding, Bidders may enter into subcontractor arrangements. Bidders may submit a bid in response to this ITB, which identifies subcontract(s) with others, provided that the Prime Contractor acknowledges total responsibility for the entire Contract.

If it becomes necessary for the Prime Contractor to use subcontractors, the State urges the Prime Contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events any subcontractor used by the prime contractor should be identified to the State Project Manager.

## **3.0 ITB REQUIREMENTS**

### **3.1 BIDDER REQUIREMENTS**

#### **A. COMPLIANCE WITH CIVIL RIGHTS LAWS**

By submitting and signing this solicitation, the Bidder agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments Act of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968, as amended, and Bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and shall render services under any Contract entered into as a result of this solicitation, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities, or age in any matter relating to employment. Any act of discrimination committed by Bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any Contract entered into as a result of this solicitation.

#### **B. BIDDER'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT**

By signing and submitting any bid for \$25,000 or more, the Bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133 and is not on the List of Parties Excluded from Federal Procurement or Nonprocurement



Programs promulgated in accordance with E.O.s 12549 and 12689, “Debarment and Suspension” as set forth in 24 CFR part 24.

### **B.1 CONTINUING OBLIGATION**

If the Bidder’s bid response results in a Contract, the Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>

### **C. RIGHT TO PROHIBIT AWARDS OR PROCUREMENT**

Issuance of this ITB in no way constitutes a commitment by the State to award a Contract. The State reserves the right to accept or reject any or all bids submitted or to cancel this ITB if it is in the best interest of the State to do so. Further, the State reserves the right to cancel or decline to enter into a Contract with the successful Bidder at any time after the award is made and before the Contract receives final approval from the Division of Administration, Office of State Procurement.

In accordance with the provisions of La. R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a bid from, or not award the Contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with the Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

#### **3.1.1 BIDDER PARTICIPATION**

The Bidder may choose to participate in the “E-Rate” program on the behalf of all qualified State entities and for qualified services as required, and should document their participation on the form in Section 7.2.3 ( Bidder Participation).

Qualified political subdivisions of the State, quasi-state agencies and external procurement units may be permitted to purchase from Contracts made by the Office of State Procurement. If selling directly to these entities, it is the Contractor’s responsibility to ensure that the entities are qualified. A list of qualified entities is provided at the following link: <https://www.doa.la.gov/doa/osp/agency-resources/osp-purchasing/approved-quasi-units/>

The Bidder should indicate those entities it chooses to permit to purchase from the Contract on the form in Section 7.2.3 (Bidder Participation).

## 3.2 TECHNICAL REQUIREMENTS

Upon the State's request, the Bidder shall supply the manufacturer's technical literature for all materials supplied in the bid response for evaluation purposes. All technical literature shall be labeled as to which contract unit the literature corresponds to and shall be cataloged in the same sequence as the units in the contract.

If the Bidder cannot provide the documentation by the State's stipulated deadline, the Bidder's response shall be rejected.

### 3.2.1 GENERAL REQUIREMENTS

The following requirements and specifications are mandatory and define the minimum acceptable physical and performance requirements of all items included in this ITB to be provided by the Contractor.

All cable and materials shall be new. Cable, equipment, and hardware previously used or not in manufacturer's original packaging, damaged cable, or defective cable shall not be accepted and shall be immediately replaced with compliant materials at no additional cost to the State.

Communications cable shall be shipped standard in 1000-foot-put-ups packaged in pull-boxes or spool-in-boxes. Short lengths and billing of overages shall not be acceptable. Reels shall only be accepted at the acquiring agency's request.

Unloading of all drop-shipped material and the equipment necessary to unload the materials shall be the responsibility of the Contractor and its shipping company. Examples of such equipment are dollies, pallet jacks, and lift-gates.

#### 3.2.1.1 ACCEPTABLE PRODUCTS (Lines 1001-1033)

Acceptable products are identified in Section 7.1 (Pricing Pages) and includes brands and product numbers that have been approved by OTS. The Bidder may bid equivalent items listed under this section. If a Bidder desires to bid a brand and product number other than those listed under this section, they shall submit a request for consideration and include a copy of the manufacturer's technical literature/spec sheets prior to the deadline to receive inquiries (see Section 2.2, Calendar of Events). OTS will review the request and reply in response to vendor inquiries. Any products deemed equivalent by OTS shall be added to the bid document through the form of an addendum. Only products that have been approved in writing by OTS shall be considered for award. Failure on the part of the Bidder to gain OTS's approval of a product being bid prior to bid opening may result in the rejection of the entire bid response.

Requests for additions or substitutions after award shall be addressed in accordance with Section 6.2.10 (Contract Modifications).

##### 3.2.1.1.1 BULK CABLE PRODUCTS (Lines 2001-2004)

All materials listed in Section 7.1 (Pricing Pages) under the "Bulk Cable Units", shall support existing State-owned installations.

The brand names and part numbers specified for Category 6+ cables have been determined to:

- Perform at a level above the requirements specified for Category 6+ cable in the TIA-568.2-D standard;
- Perform at or above those in existing State-owned installations terminated on Hubbell connectivity products; and
- Be a supporting and acceptable cable of the existing Hubbell-warranted State owned installations.

Other brand names and part numbers meeting these requirements may be considered by using the following electrical performance characteristics at 250 MHz and 328-ft, per TIA/EIA testing procedures, as a minimum:

Insertion Loss (max)	<= 32.2dB
Near End Crosstalk (min)	>= 42.3dB
Power Sum NEXT (min)	>= 40.3dB
Equal Level Far End Crosstalk (min)	>= 26.8dB
Power Sum ELFEXT (min)	>= 23.8dB
Attenuation to Crosstalk Ratio (min)	>= 10.1dB
Power Sum ACR (min)	>= 8.1dB
Return Loss (min)	>= 17.3dB

The brand names and part numbers specified for Category 6A cables have been determined to:

- Perform at a level above the requirements specified for Category 6A cable in the TIA-568.2-D standard.
- Perform at or above those in existing State-owned installations terminated on Hubbell connectivity products.
- Be a supporting and acceptable cable of the existing Hubbell-warranted State-owned installations.
- Have an integral metallic shielding that requires no grounding or bonding.

Other brand names and part numbers meeting these requirements may be considered by using the following electrical performance characteristics at 500MHz and 328-feet, per TIA/EIA testing procedures, as a minimum:

Power Sum ANEXT (min)	>= 58.0dB
Power Sum AACRF (min)	>= 30.2dB

The brand name provided for each Category 6+ and 6A cables shall be uniform (of the same manufacturer) and consistent for the life of the Contract. No mix-matching of brand names shall be allowed.

Brand names and part numbers specified for fiber optic cables have been determined to:

- Perform at a level above the requirements specified for fiber optic cables in the TIA-568.3 D standard;
- Perform at or above those in existing State-owned installations; and
- Be interoperable with existing Corning-warranted State-owned installations.

### **3.2.1.2 BRAND NAME SPECIFIC PRODUCTS (Lines 3001 – 3032, 4001 – 4043)**

Only the specific name brands and part numbers listed for these products shall be acceptable.

The products for these items shall support existing State-owned installations and have physical and/or electrical properties that may not be functional with other brands. Therefore, OTS has designated them as Brand Name Specific to provide for a standard infrastructure and ensure interoperability between multiple vendors.

Requests for substitutions due to manufacturer discontinuance after award may be addressed in accordance with Section 6.2.10 (Contract Modifications). All other requests shall be denied.

### **3.2.1.3 SPECIAL UNITS (Lines 5001 – 5002)**

The Bidder shall provide overnight and second day delivery on items listed in this ITB. The special expedite charge shall not exceed 50% of the cost of the item being purchased.

## **3.3 EQUIPMENT REQUIREMENTS**

### **3.3.1 DELIVERY**

The Contractor shall deliver the equipment FOB to the Agency no later than 30 calendar days after receipt of the order.

## **4.0 PRICING SPECIFICATIONS**

### **4.1 PRICING SPECIFIC TO THE BID DOCUMENT**

The Bidder **shall** quote Manufacturer's Price, Discount Percent off of Manufacturer's Price, and the Net Contract price for all items listed in Section 7.1.1 (Telecom Cables, Adapters, and Equipment Contract Units) for drop-shipped equipment. Prices **shall** include at least a one year warranty, all material, and all shipping costs, FOB Agency. Items that are not separately itemized cannot be acquired by the State; i.e., items that are normally "bundled" for marketing purposes cannot be "bundled" in response to this ITB. The Bidder shall use the form provided in Section 7.1.1 (Telecom Cables, Adapters, and Equipment Contract Units).

The Bidder shall quote order expedite charges which shall be quoted as a percentage of the item cost, but not to exceed 50%. The Bidder shall use the form in Section 7.1.1 (Telecom Cables, Adapters, and Equipment Contract Units).

The State is exempt from paying State and local sales and use tax. A copy of OTS's Certificate of Sales/Use Tax Exemption is included herein as Appendix 8.1 of this ITB.

## **4.2 MISSING PRICE**

All prices shall be quoted in accordance with Section 4.1, Pricing Specific to the Bid document. Items are listed separately on forms in Section 7 in order for the State to be able to purchase each item separately. Any item left blank, marked N/A or N/C, or marked as zero cost to the State shall be considered to be offered to the State at no charge. If the Contractor agrees in writing before award to provide the item at no cost, it shall be required to supply this item to the State at no cost whenever ordered during the entire term of the Contract and any renewal terms.

If it is determined that an item has been manufacturer-discontinued or is otherwise not available, then the item shall be deleted from consideration and not awarded.

## **4.3 PRICE LIST CHANGES**

Any price list changes must be approved by the Office of Technology Services and the Office of State Procurement. The Contractor shall notify the State of proposed price list changes 90 days before the Contract anniversary date to be effective upon the Contract anniversary date. Price list changes will be limited to an annual basis. The original price list discount percent awarded shall remain constant throughout the duration of the Contract and renewals. Changes to the price list shall not apply to any orders issued prior to the Contract anniversary date.

## **5.0 EVALUATION AND AWARD**

### **5.1 GENERAL**

#### **5.1.1 NO AWARD**

The State reserves the right to cancel or decline to enter into a Contract with the successful Bidder at any time after the award is made and before the Contract receives final approval from the Division of Administration, Office of State Procurement.

#### **5.1.2 ADDITIONAL INFORMATION**

The State reserves the right to require additional information from Bidders and to conduct necessary investigations to determine responsibility of Bidders or to determine accuracy of bid response information. The additional information will be requested in the form of a clarification request by the ITB Coordinator. If additional information is requested, the Bidder shall furnish it within the State's stipulated deadline. Failure to do so may result in rejection of the bid response.

**5.1.3 METHOD OF AWARD**

It is the intent of the State to award the (these) contract(s) on an all-or-none basis to the overall lowest responsive, responsible bidder(s) meeting the specifications. The State further reserves the right to reject individual line items from the award.

**5.2 CRITERIA****5.2.1 ADMINISTRATIVE AND TECHNICAL COMPLIANCE**

All bid responses received as a result of this bid document shall be subject to review for the purposes of selecting a Bidder to whom a Contract shall be awarded. No information shall be given out concerning the ultimate outcome while consideration of the award is in progress.

The successful Bidder(s) shall meet all mandatory administrative and technical requirements.

**5.2.2 SPECIFIC CRITERIA (WEIGHTED)**

Cost. Cost shall be the sole determining factor and shall carry a weight of 100%.

**5.2.3 SIMULTANEOUS REVIEW**

The functions described in this section may be performed simultaneously or in any order. Once a determination is made that a bid response is non-compliant in any area, that bid response shall be disqualified from further consideration.

**5.3 METHODOLOGY****5.3.1 MODEL**

Cost shall be calculated by multiplying the unit price for each item by the model quantities for the item to obtain a total item cost. The item cost shall then be added to obtain a total cost. The actual evaluation model shall be submitted to the Office of State Procurement prior to bid opening. This model shall become part of the file and shall be available to all Bidders after bid opening.

**5.4 OTS RECOMMENDATION FOR AWARD****5.4.1 DETERMINATION OF SUCCESSFUL BIDDER**

A recommendation for a primary award may be made for the lowest responsive, responsible bidder meeting all mandatory administrative and technical requirements of this bid. OTS reserves the right to award up to an additional three contracts to the second, third, and fourth lowest responsive, responsible bidders meeting all mandatory administrative and technical requirements of this bid.

**5.4.2 WRITTEN RECOMMENDATION FOR AWARD**

When OTS has completed the evaluation and a successful Bidder(s) has been determined, a written recommendation for award shall be forwarded to the Office of State Procurement for review.

**5.5 AWARD**

Upon review and approval of OTS's recommendation for award, the Office of State Procurement (OSP) will issue a "Notice of Award" to the apparent successful Bidder(s).

**6.0 CONTRACTUAL TERMS AND CONDITIONS****6.1 GENERAL TERMS AND CONDITIONS****6.1.1 TAXES**

Bidders should be aware that any taxes levied upon the selected Bidder or their equipment shall be paid in accordance with current tax laws in effect at the time of the purchase by the State. Selected Bidders shall pay all other taxes or assessments, however designated, imposed or levied in connection with the Contract and shall be solely responsible for remitting such taxes or assessments to the appropriate taxing or collection agency.

**6.1.2 COMPLIANCE WITH LAWS, REGULATIONS, CODES, AND ORDINANCES**

The selected Bidder shall comply with all applicable provisions of federal and state statutes, laws, and regulations; parish and city codes or ordinances, specifically the National Electrical Code, Part 68 of the Federal Communications Commission's Rules and Regulations, tariffs or the Louisiana Public Service Commission, and all Louisiana laws and regulations regarding procurement including La. R.S. 37:2163. The selected Bidder shall be responsible for all licenses, permits, and inspection fees required.

**6.1.3 CONTRACTOR RESPONSIBILITIES**

The Contractor assumes responsibility for all items and/or services offered in their bid response whether or not the Contractor produces or provides them. Further, the State shall consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

**6.1.4 GOVERNING LAW**

All activities associated with this ITB and eventual Contract shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 1751-1755 (Telecommunication Procurement Code); purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this ITB. Venue of any action brought with regard to all activities associated with this ITB process shall be in the Nineteenth Judicial Court, Parish of East Baton Rouge, State of Louisiana.

**6.1.5 BID DOCUMENT AND BID RESPONSE INCORPORATED BY REFERENCE**

The provisions of the selected bid response and this ITB with all addenda shall be incorporated by reference in the Contract.

**6.1.6 ORDER OF PRECEDENCE**

In the event of ambiguity in the specifications, the order of precedence shall be the ITB and then the bid response.

**6.1.7 WAIVER CLAUSE**

Waiver of any breach of any term or condition of the Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of the Contract shall be held to be waived, modified, or deleted except by the written consent of both parties.

**6.1.8 SEVERABILITY**

If any term or condition of the Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end, the terms and conditions of the Contract are declared severable.

**6.1.9 HEADINGS AND SECTION REFERENCES**

The headings given to the paragraphs herein are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular paragraph to which the heading refers.

**6.1.10 RIGHT TO AUDIT**

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the Contract for a period of five (5) years from the date of the last payment made under the Contract or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

**6.1.11 BIDDER'S COOPERATION**

Any Bidder has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc., to the State when requested. This applies even if an eventual Contract is terminated and/or a lawsuit is filed. Specifically, the Bidder shall not limit or impede the State's right to audit or to withhold State owned documents.

**6.2 CONTRACT ADMINISTRATION****6.2.1 CONTRACT TERM**

The initial Contract shall be for a 36 month period from date of award.



**6.2.2 RENEWAL TERM**

Upon acceptance by the Contractor and approval by the State, the Contract may be renewed for three additional 12 month periods at the same prices, terms and conditions not to exceed 72 months total.

**6.2.3 ORDERS**

Written orders shall be issued by the acquiring agency and sent directly to the Contractor. No OTS approval is required.

If the Contractor chooses to participate in the E-rate program, E-rate Qualified Entities shall send orders directly to the Contractor. The Contractor shall be responsible for verifying the eligibility and E-rate discount applicable to the entity ordering the services.

**6.2.4 CHANGE ORDERS**

Modifications to an initial order shall be made in writing by the ordering entity and shall be known as a change order.

**6.2.5 INVOICING**

All invoices shall be itemized in the same units and at the same rates or prices as bid by the Contractor.

Invoices shall reference the contract number, the written order number, and shall be itemized with item numbers, OTS numbers (if applicable), item descriptions, quantities, and prices as indicated in the Contract. Invoices which do not comply or are incorrect shall be returned to the Contractor.

The Contractor shall submit invoices directly to the "Bill to" address on the written order. The Contractor shall not submit an invoice to OTS unless the written order is issued by OTS.

**6.2.5.1 E-RATE QUALIFIED ENTITIES, QUASI-STATE AGENCIES, AND POLITICAL SUBDIVISIONS**

Invoices for E-Rate Qualified Entities, Quasi-State Agencies and political subdivisions shall be sent to the ordering agency. Invoices for these agencies shall not be approved by OTS.

**6.2.5.2 REIMBURSEMENT**

If the Contractor chooses to participate in the E-Rate program, it shall bill E-Rate Qualified Entities separately from State agencies, and shall be responsible for submitting requests to the Universal Service Fund for reimbursement for qualified services provided to E-Rate Qualified Entities.

**6.2.6 PAYMENTS**

OTS shall be responsible for payment of invoices for all orders issued and approved by OTS. Invoices for orders not issued by OTS shall be paid by the acquiring agency.

E-Rate Qualified Entities, Quasi-State agencies, and political subdivisions shall be responsible for payment of their invoices.

#### 6.2.6.1 ELECTRONIC PAYMENTS

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. The Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If a Bidder receives an award and does not currently accept the LaCarte card or has not already enrolled in EFT, it will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT.

The **LaCarte** Procurement Card uses a Visa card platform. The Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. The 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 Technology Services on request.

**EFT** payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that the Contractor 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 and Accounting Policy at: [DOA-OSRAP-EFT@LA.Gov](mailto:DOA-OSRAP-EFT@LA.Gov)

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

The Bidder should check which option it will accept or indicate if it is already enrolled on the form in Section 7.2.4 (Electronic Payments).

#### 6.2.6.2 LATE PAYMENTS

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

**6.2.7 REPORTS**

The Contractor shall provide semi-annual usage reports. At a minimum, the report shall include the contract number, from and to dates, name of person who created the report, contract line number, purchasing agency name, invoice number, model number, item description, quantity, Manufacturer's Price and unit price. The semi-annual usage reports shall be submitted by the 15<sup>th</sup> day of January and the 15<sup>th</sup> day of July.

Upon request, the Contractor shall provide additional usage reports.

The Contractor shall provide the additional usage reports within 14 calendar days of request.

A sample of the usage report format is included herein as Appendix 8.2 (Sample Usage Report).

**6.2.8 THIS SECTION INTENTIONALLY BLANK****6.2.9 TERMINATION**

The State of Louisiana has the right to terminate the Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of Contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

**6.2.9.1 TERMINATION FOR CAUSE**

The State may terminate the Contract or any orders issued pursuant to the Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract or any orders issued pursuant to the Contract provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within 30 days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in 30 days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract or any orders issued pursuant to the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in the bid document or bid response shall constitute a default and may cause cancellation of the Contract or any orders issued pursuant to the Contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain any or all products or services covered by the Contract or any orders issued pursuant to the Contract on the open market and to charge the Contractor with cost in excess of the Contract price. Until such assessed charges have been paid, no subsequent bid response from the defaulting Contractor shall be considered.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the Contract

or any orders issued pursuant to the Contract provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

#### **6.2.9.2 TERMINATION FOR CONVENIENCE**

The State may terminate the Contract or any orders issued pursuant to the Contract at any time (1) by giving 30 days written notice to the Contractor of such termination: or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to date of termination, to the extent work has been performed satisfactorily.

#### **6.2.9.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of the Contract or any orders issued pursuant to the Contract is contingent upon the continuation of an appropriation of funds by the Legislature to fulfill the requirements of the Contract or any orders issued pursuant to the Contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of a Contract or any orders issued pursuant to the 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 or any orders issued pursuant to the Contract, the Contract or any orders issued pursuant to the Contract shall terminate on the last day of the fiscal year for which funds were appropriated.

#### **6.2.10 CONTRACT MODIFICATIONS**

Contract modifications may result from technological enhancements, manufacturer discontinuance, or obsolescence. If an item meets or exceeds original specifications and the price is equal to or lower than the original bid price, a Contract modification may be requested in writing by the Contractor to the OTS Contracts Administrator. The Office of Technology Services shall review the request and make a written recommendation to the Office of State Procurement.

OTS will not consider contract modifications until the services as required in the ITB are provided to the satisfaction of OTS.

#### **CONTRACT CONTROVERSIES**

#### **6.2.11**

Contract controversies between the State and Contractor which arise by virtue of the Contract between them shall be handled in accordance with Louisiana Procurement Code specifically La. R.S. 39:1673. This includes without limitation controversies based upon breach of Contract, mistake, misrepresentation, or other cause for Contract modifications or rescission.

#### **THIS SECTION INTENTIONALLY BLANK**

#### **6.2.12**

**6.2.13 REMEDIES****6.2.13.1 WARRANTY/SERVICE GUARANTEE REQUIREMENTS**

Warranty shall mean that it is the responsibility of the Contractor to repair or replace defective equipment or parts at no additional cost to the State for one year following the date of shipment. It is the Contractor's responsibility to label the equipment with the shipment date in order for the warranty period to be determined.

If the equipment should fail during the warranty period, and the equipment is replaced, the Contractor shall label the replacement equipment with a new warranty date which shall be the longer of 90 calendar days or the remainder of the original warranty period. Warranty shall include all parts, labor, installation (as applicable) and shipping charges to the State at no cost to the State. The State shall be responsible for shipping the defective part to the Contractor.

**6.2.14 ASSIGNMENT**

The Contractor shall not assign any interest in the Contract by assignment, transfer, or novation without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning their bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

**6.3 DUTY TO DEFEND, FORCE MAJEURE, INDEMNIFICATION AND LIMITATION OF LIABILITY****6.3.1 DUTY TO DEFEND**

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 to this ITB and/or any resulting Contract, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

**6.3.2 FORCE MAJEURE**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract.

**6.3.3 INDEMNIFICATION AND LIMITATION OF LIABILITY**

The Contractor agrees to protect, 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 Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by 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 negligence of the State of

Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

The Contractor shall indemnify, and hold harmless the State, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished by Contractor under their bid response and the Contract, or of any copyright trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require the Contractor, at their sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) the State's unauthorized modification or alteration of a Product, Material, or Service; (ii) the State's use of the Product, Material, or Service in combination with other Products, Materials, or Services not furnished by the Contractor; or (iii) the State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action no later than six months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation," and regardless of the basis on which the claim is made, the Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two times the charges for Products, Materials, or Services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due the Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

#### 6.3.4 PURCHASE OF APPROVED TELECOMMUNICATIONS EQUIPMENT

In accordance with La. R.S.39:1753.1, the following Telecommunications or Video Surveillance Equipment or Services are prohibited from being procured:

- a) Telecommunications Equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities, as described in Section 889(f)(3)(A) of the John S. McCain Nation Defense Authorization Act for Fiscal Year 2019.
- b) Video Surveillance Equipment or Telecommunications Equipment produced by Hytera Communications Corporation, Hangzhou Digital Technology Company, Duhua Technology Company, or any subsidiary or affiliate of such entities, as described in Section 889(f)(3)(B) of the John S. McCain Nation Defense Authorization Act for Fiscal Year 2019.
- c) Telecommunications or Video Surveillance Equipment or Services produced or provided by an entity found to be owned, controlled, or otherwise connected to the government of the People's Republic of China, as described in Section 889(f)(3)(D) of the John S. McCain Nation Defense Authorization Act for Fiscal Year 2019.
- d) Any product or equipment, regardless of manufacturer, containing as a component any equipment identified by paragraphs a) through c) above. This may include, but is not limited to the following:
  - a. Computers or other equipment containing a component which enables any form of network connectivity or telecommunications regardless of whether the equipment is regularly connected to a network.
  - b. Building automation, environmental controls, access controls, or facility management and monitoring systems.
- e) Voting machines, peripherals, and election systems that are a product, or component thereof, that is identified as being produced by those entities listed in paragraphs a) through c) above, shall be prohibited telecommunications or video surveillance equipment pursuant to La. R.S. 39:1753.1.
- f) Any services provided using any equipment identified by paragraphs a) through e) above.

Prior to the award of this solicitation, the bidder, who has not been rejected as non-responsive or disqualified as non-responsive, shall provide documentation by Affidavit, Appendix 8.4 of this ITB, that the equipment or services to be procured through the Contract are not prohibited telecommunications or video surveillance or services as defined above.

Any Contractor found to be in violation of the above shall, at its own expense, replace the prohibited telecommunications or video surveillance or services with non-prohibited equipment or services of at least equal quality and performance.

Failure to comply with the above shall result in the cancellation of the Contract and the Contractor will be subject to debarment or suspension in accordance with La. R.S. 39:1672.

**7.0 RESPONSE FORMS****7.1 PRICING PAGES****7.1.1 TELECOM CABLES, ADAPTERS, AND EQUIPMENT CONTRACT UNITS (See Section 4.1)**

The State is providing Attachment B – Section 7.1.1 – Pricing Pages via Excel format. The Bidder **shall** not make any changes to the Excel document including item numbers, model numbers, item descriptions, etc.

If the Bidder makes changes to the Excel document, except for pricing, its bid **shall** be disqualified.

The Bidder **shall** provide its response to Section 7.1.1 in Excel format. If submitting a hard copy response, the Bidder **shall** provide USB flash drives as outlined in Section 2.7.



**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.1 JOINT BID RESPONSE (See Section 2.9)**

If this is a joint bid response, complete the following:

Bidder serving as primary contact:

Company \_\_\_\_\_

Address \_\_\_\_\_

Company Website \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Additional Bidder:

Company \_\_\_\_\_

Address \_\_\_\_\_

Company Website \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Additional Bidder:

Company \_\_\_\_\_

Address \_\_\_\_\_

Company Website \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

7.0 RESPONSE FORMS

7.1 PRICING PAGES

7.2.2 SIGNATURE AUTHORITY (See Section 2.11)

Person authorized to sign this ITB \_\_\_\_\_  
 Title \_\_\_\_\_  
 Company \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone \_\_\_\_\_ Email \_\_\_\_\_  
 FAX No. \_\_\_\_\_

The Bidder should indicate which of the following applies to the signer of this bid.

- \_\_\_\_\_ 1. The signer of the bid is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. (A copy of the annual report or partnership record must be submitted to the Office of State Procurement before contract award).
- \_\_\_\_\_ 2. The signer of the bid is a representative of the Bidder authorized to submit this bid as evidenced by documents such as corporate resolution, certification as to corporate principal, etc. (If this applies a copy of the resolution or certification must be attached).
- \_\_\_\_\_ 3. The Bidder has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to the Office of State Procurement before Contract award.
- \_\_\_\_\_ 4. The signer of the bid has been designated by the Bidder as authorized to submit bids on the Bidder’s vendor registration on file with the Office of State Procurement.

If this is a joint bid response, this page should be duplicated and completed for each Bidder.

**7.0 RESPONSE FORMS****7.1 PRICING PAGES****7.2.3 BIDDER PARTICIPATION (See Section 3.1.1)**

1. Information provided on this form shall not be evaluated.

Will the Bidder participate in the E-Rate program on behalf of qualified State entities that will purchase this service?  Yes  No

If Yes:

a) Does the Bidder have a SPIN?  Yes  No

b) If yes, what is the SPIN number? \_\_\_\_\_

c) If not, will the Bidder apply for a SPIN if awarded the Contract?  
 Yes  No

2. Will the Bidder permit quasi-state agencies and political subdivisions to purchase from a Contract resulting from this bid?  Yes  No

3. Will the Bidder permit agencies of the United States Government to purchase from a Contract as a result of this bid?  Yes  No

4. Will the Bidder permit buying organizations (other than the United States Government), not located in this state which, if located in this state, would qualify as a public procurement unit to purchase from a Contract resulting from this bid?  Yes  No

**7.0 RESPONSE FORMS**

**7.1 PRICING PAGES**

**7.2.4 ELECTRONIC PAYMENT (See Section 6.2.6.1)**

The Bidder should check which option it will accept or indicate if it is already enrolled.

<b>Payment Type</b>	<b>Will Accept</b>	<b>Already Enrolled</b>
LaCarte	_____	_____
EFT (Electronic Funds Transfer)	_____	_____

\_\_\_\_\_  
Printed Name of Individual Authorized

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

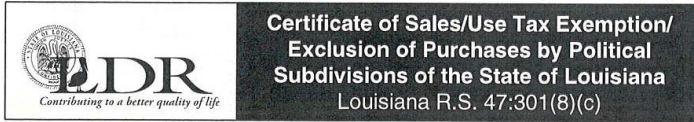
\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address of authorized individual

\_\_\_\_\_  
Phone number of authorized individual

**8.0 APPENDIX**  
**8.1 TAX EXEMPTION STATUS (See Section 4.1)**

R-1056 (10/07)



PLEASE PRINT OR TYPE.

Political Subdivision State of Louisiana / Office of Technology Services		Louisiana Dept. of Revenue Registration No. (if applicable) 72-6000720	
Address PO Box 3898			
City Baton Rouge	State LA	ZIP 70821	

The above referenced entity does hereby certify that the entity is a public agency of the State of Louisiana with legal status as one of the following:

- State agency, board or commission
- Municipal government or instrumentality thereof
- Public Charter School (R.S. 17:3971-4001)
- Hospital service district
- Public housing authority
- Parish government or instrumentality thereof
- Parish school board or public school
- Law enforcement district
- Waterworks district
- Parish and municipal libraries
- Other \_\_\_\_\_

Purchases of tangible personal property and taxable services, and/or leases and rentals of tangible personal property by the above referenced political subdivision are totally exempted from the sales tax levied by the State as provided by R.S. 47:301(8)(c). The Louisiana Constitution, Article VI, §44(2) defines a political subdivision as “a parish, municipality, and any other unit of local government, including a school board and a special district, authorized by law to perform governmental functions”.

The authorized person for the political subdivision certifies that the entity meets the criteria for the sales tax exclusion under R.S. 47:301(8)(c), and if sales tax is later found to be due, the entity will be responsible for any tax liabilities.

Signature of Authorized Agent	
Authorized Agent <i>Donyelle Edwards</i>	Title OTS Statewide Director 1
Signature X <i>Donyelle Edwards</i>	Date (mm/dd/yyyy) 1-13-23

8.0 APPENDIX

8.2 SAMPLE USAGE REPORT (See Section 6.2.7)

Contract Number:		Usage From and To Dates:		Name of Person:			
Purchasing Agency Name	Invoice Number	ITB Line Number	Model Number	Item Description	Quantity	Manufacturer's Price	Unit Price
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
					<b>Total Cost:</b>	\$	\$

**8.0 APPENDIX**  
**8.4 AFFIDAVIT (See Section 6.3.4)**

**AFFIDAVIT**

BEFORE ME, the undersigned notary public, personally can and appeared \_\_\_\_\_ who, being sworn, declared as follows:

1. I currently hold the position of \_\_\_\_\_ with \_\_\_\_\_ (the “Contractor”), and I hereby certify that I have the authority to attest to the following on behalf of the Contractor.
2. In accordance with the requirements of Act 288 of the Louisiana 2021 Regular Session and Act 695 of the Louisiana 2022 Regular Sessions, I have personally read and reviewed Louisiana Revised Statute 39:1753.1, and attest as follows:

None of the telecommunications and/or video surveillance equipment or services that are included in the Contractor’s proposal are prohibited under Louisiana Revised Statute 39:1753.1, as none of it is:

- a) Telecommunications Equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities, as described in Section 778(f)(3)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.
- b) Video Surveillance Equipment or Telecommunications Equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or any subsidiary or affiliate of such entities, as described in Section 889(f)(3)(B) of the John S. McCain Nation Defense Authorization Act for Fiscal Year 2019.
- c) Telecommunications or Video Surveillance Equipment or Services produced or provided by an entity found to be owned, controlled, or otherwise connected to the government of the People’s Republic of China, as described in Section 889(f)(3)(D) of the John S. McCain Nation Defense Authorization Act for Fiscal Year 2019.
- d) Any product or equipment, regardless of manufacturer, containing as a component any equipment identified by paragraphs a) through c) above. This may include, but is not limited to the following:
  - i. Computers or other equipment containing a component which enables any form of network connectivity or telecommunications regardless of whether the equipment is regularly connected to a network.
  - ii. Building automation, environmental controls, access controls, or facility management and monitoring systems.
- e) Voting machines, peripherals, and election systems that are a product, or a component thereof, that is identified as being produced by those entities listed in paragraphs a) through c) above, shall be prohibited telecommunications or video surveillance equipment pursuant to La. R.S. 39:1753.1.
- f) Any services provided using any equipment identified by paragraphs a) through e) above.

In accordance with La. R.S. 39:1753.1(E), any vendor or other entity found to supply telecommunications or video surveillance equipment or services that were prohibited at the time of procurement shall, at its own expense, replace the prohibited telecommunications or video surveillance equipment or services with nonprohibited equipment or services of at least equal quality and performance.

A false certification or failure to comply with the provisions of La. R.S. 39:1753.1 shall result in the cancellation of the Contract and the Contractor will be subject to debarment or suspension in accordance with La. R.S. 39:1672.

\_\_\_\_\_  
**AFFIANT**

**WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**THUS DONE AND SUBSCRIBED** before me on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ in

\_\_\_\_\_, \_\_\_\_\_ .

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_