

**STATE OF LOUISIANA
INVITATION TO BID (ITB)**

**PURCHASE OR INSTALLMENT PURCHASE
OF
INFORMATION TECHNOLOGY
HARDWARE**

**Issuing Agency:
Division of Administration
Office of Technology Services
P. O. Box 44335
Baton Rouge, LA 70804-4335**

**ITB Coordinator:
John Nastasi
(225) 342-5165**

File Number: 1000274856
Solicitation Number: 3000019384
Bid Opening Date: July 14, 2022
Bid Opening Time: 10:00 A.M. (CT)

**Office of State Procurement
1201 N. Third Street
Suite 2-160
Baton Rouge, La. 70802**

PART I. Scope, Evaluation, Selection, and Award

1.1 Scope

This ITB solicits bids for the Purchase or Installment Purchase of the Information Technology Items described in Attachment I, utilizing direct purchase or the Louisiana Installment Purchase Market (IPM) or a vendor financed installment purchase agreement with the selected vendor for a period of sixty (60) months. See Trade-In Specifications on Attachment I.

1.2 Evaluation and Selection

All responses received as a result of this ITB shall be subject to evaluation by a duly authorized committee for the purpose of selecting the bidder with whom a contract may be negotiated.

1.3 Basis of Evaluation and Selection

The basis of evaluation and selection shall be as follows:

- 1.3.1** The bid shall be evaluated to insure that all mandatory administrative requirements have been met. Failure to meet all of these requirements shall result in rejection of the entire bid without further consideration.
- 1.3.2** The bid shall be evaluated to insure that all mandatory technical requirements have been met. Failure to meet all of these requirements shall result in rejection of the entire bid without further consideration.
- 1.3.3** The next consideration shall be the total projected cost, including charges for installation and shipping.
- 1.3.4** 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 information.
- 1.3.5** Bidders meeting mandatory requirements may be required to make oral presentations and/or equipment demonstrations. Failure to comply shall result in rejection of the bid.

1.4 Pre-Award Negotiations

Upon determination of which bidder is the apparent lowest responsive, responsible bidder, the State reserves the right to negotiate final contract terms with that bidder. If for any reason the apparent lowest responsive, responsible bidder does not agree to a contract, its bid shall be rejected and the State may then negotiate with the next lowest responsive, responsible bidder. An award shall be made only after the Office of State Procurement, Division of Administration has approved the final contract form, and the proper purchasing authority has issued a purchase order.

CAUTION: ANY BIDDER WHO SHIPS OR OTHERWISE EXPENDS TIME OR MONEY PRIOR TO AWARD AS DEFINED ABOVE, DOES SO AT THE BIDDER'S OWN RISK.

1.5 Award

- 1.5.1** Award will be made on an all-or-none basis to the overall lowest responsive, responsible bidder meeting the specifications of this ITB. The State reserves the right to reject any or all bids and waive any informalities.
- 1.5.2** The State is not liable for any cost incurred by the bidders prior to execution of a contract, and the issuance of a purchase order.

PART II. Mandatory Administrative Section

BIDS NOT CONFORMING TO THE FOLLOWING REQUIREMENTS SHALL BE REJECTED WITHOUT FURTHER CONSIDERATION OR EVALUATION.

2.1 *Sealed Bid*

Each bidder shall submit one (1) signed original copy of its bid. Either the entire bid or the cost section shall be sealed.

2.2 *Bid Guarantee*

NOT APPLICABLE TO THIS ITB

2.3 *Performance Bond*

NOT APPLICABLE TO THIS ITB

2.4 *Notice to Bidders*

Each bidder is solely responsible for the accuracy and completeness of its bid.

2.5 *Calendar of Events*

Deadline to receive written inquiries: July 5, 2022

Deadline to answer written inquiries: July 7, 2022

Bid Opening Date: July 14, 2022

Bid Opening Time: 10:00 AM (CT)

NOTE: The State of Louisiana reserves the right to revise this calendar. Revisions before the bid opening date and time, if any, will be formalized by the issuance of an addendum to this ITB.

2.6 *Bidder Inquiries*

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires responsible and interested bidders to conduct their in-depth bid review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written inquiries relative thereto. *Without exception*, all

inquiries MUST be submitted in writing by an authorized representative of the bidder, clearly cross-referenced to the relevant bid section. All inquiries must be received by the Inquiry Deadline date set forth in Section 2.5 Calendar of Events of this bid. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

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

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

E-Mail: Johnette.Jackson@la.gov
Phone: (225)342-8066/ Fax: (225)342-9756

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

An addendum will be issued and posted at the Office of State Procurement LaPAC* website, to address all inquiries received and any other changes or clarifications to the bid. Thereafter, all bid documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any State employee or State consultant. It is the Bidder's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a bidder's failure to download any addenda documents required to complete the bid.

*Note: LaPAC is the State's online electronic bid posting and notification system resident on State Procurement's website: [<http://www.doa.la.gov/Pages/osp/Index.aspx>]. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the email notification, vendors must register in the LaGov portal. Registration is intuitive at the following link:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg

Help scripts are available on the Office of State Procurement website under Vendor Resources at: <https://www.doa.la.gov/doa/osp/vendor-resources/>

2.7 Changes, Addenda, Withdrawals

If the bidder needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the bidder, cross-referenced clearly to the relevant bid section, and should be submitted in a sealed envelope, prior to the bid opening. Such shall meet all

requirements for the bid. If the bidder chooses to withdraw his bid response, the withdrawal notice shall be in writing and received prior to bid opening.

2.8 Alternate Bids

Alternate bids shall be submitted separately, as individual bids.

2.9 Bid Response Format

The bid should be in two parts. Part I should contain cost data. Part II of the Bid Response should contain documentation evidencing the bidder's compliance with the ITB requirements. Bidder should provide a Statement of Work that includes a complete project timeline for implementation, testing and training.

Part I of the Bid Response

2.9.1 Cost Data: Use Cost Sheet Attachment II

- A) Purchase price for each model and feature of equipment as specified in Attachment I.

- B) Installment Purchase: Terms, interest rates and payments for bidder supplied IPA financing of the equipment purchased must be payable in sixty (60) equal monthly payments. An amortization schedule shall be submitted for the installment purchase.

The State reserves the right to select the pricing option determined to be in the best interest of the State.

- C) Trade-In: See Attachment I for the list of trade-in equipment. If trade-in is offered by the bidder, the cost of the trade-in allowance shall be itemized separate from the equipment cost. Any charges for packaging and transportation of the outgoing equipment to the bidder will be paid by the bidder. The State reserves the right to exercise the trade-in option if it is deemed to be in the best interest of the State. If accepted by the State, the trade-in allowance will be subtracted from the total purchase cost. Trade-ins must be approved by the Louisiana Property Assistance Agency (LPAA).

2.9.2 Vendor shall provide a one (1) year warranty and an additional four (4) years of hardware maintenance. Cost of same shall be included in the bid price.
(See Section 2.12)

2.9.3 Charges for equipment installation shall be included in vendor's bid price.

2.9.4 Charges for transportation, including packaging to manufacturer's specification, training, and other costs associated with this project shall be included in vendor's bid price.

2.9.5 A summary showing total costs for the contract period shall be included.

NOTE: All costs shall be firm for the term.

Part II of the Bid Response may be formatted at the discretion of the bidder; however, the bidder shall document his ability to meet the requirements as set forth herein. Said documentation should be in detail. Any such documentation should be cross-referenced to the specific section numbers of this Invitation to Bid (ITB).

2.10 Delivery of Bids/Bid Opening

Bidders are hereby advised that the Office of State Procurement (OSP) must receive bids at its physical location by the date and time specified on page one (1) of the Invitation to Bid.

Bids may be mailed or delivered by hand or courier service to the Office of State Procurement's physical location as follows:

Office of State Procurement
1201 N. Third Street
Suite 2-160, Claiborne Building
Baton Rouge, LA 70802

Or

Bids may also be submitted online by accessing the link on page one (1) of the Invitation to Bid.

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

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

Note: Bidders who choose to respond to this bid online via the vendor portal are encouraged to not submit a written bid as well.

Bidders are hereby advised that due to the nature of the internet, the State of Louisiana cannot guarantee that access to the LaGov or LaPAC websites will be uninterrupted or that e-mails or other electronic transmissions will be sent to you or received by us. The Office of State Procurement is not responsible for any delays caused by the bidder's choice to submit their bid online. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date and time shall result in rejection of the bid.

****Attention****

Receipt of a solicitation or award cannot be relied upon as an assurance of receiving future solicitations. In order to receive notifications of future solicitations from this office, you must register and enroll in the proper category in LaGov at the following website:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg

Enrollment in LaGov provides LaPAC email notification of bid opportunities based upon commodities that you select.

ALL BIDS BECOME A MATTER OF PUBLIC RECORDS AT THAT TIME. BY SUBMITTING A BID, BIDDER SPECIFICALLY ASSUMES ANY AND ALL RISKS AND LIABILITY ASSOCIATED WITH INFORMATION MARKED CONFIDENTIAL IN THE BID AND THE RELEASE OF THE INFORMATION.

2.11 Prime Contractor Responsibilities

The selected bidder shall be required to assume responsibility for all items offered in his bid whether or not he produces them. Further, the State shall consider the selected bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The State reserves the right to contract separately for maintenance with the equipment manufacturer.

2.12 Equipment Warranty

The State requires that equipment purchased through this ITB be certified eligible for Original Equipment Manufacturer (OEM) maintenance and be warrantied for a period of one (1) year and include an additional four (4) years of hardware maintenance. The warranty and maintenance shall include parts and labor and shall be available twenty-four (24) hours a day, seven (7) days per week, inclusive of state holidays, with a maximum of a four (4) hour response time, inclusive of travel time for remedial maintenance.

2.13 Acceptance of Bid Content

The mandatory ITB requirements shall become contractual obligations if a contract ensues. Failure of the successful bidder to accept these obligations shall result in the rejection of the bid. Non-mandatory ITB requirements may be negotiated with the successful bidder.

2.14 Contractor's Insurance Requirements

Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by this ITB (See Attachment III). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies at any time.

PART III. Non-Mandatory Administrative Requirements

BIDS NOT CONFORMING TO THE FOLLOWING REQUIREMENTS MAY BE CAUSE FOR REJECTION OF A BID WITHOUT FURTHER CONSIDERATION OR EVALUATION IF IT IS DETERMINED THAT THE VARIATION IS NOT IN THE BEST INTEREST OF THE STATE.

3.1 *Presentation*

Clarity of presentation is desired. Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to meet the requirements of this ITB. Elaborate bindings, colored displays and promotional material are not desired. Emphasis should be on completeness and clarity of content. It is not necessary for the bidder to return the entire ITB package.

3.2 *Inclusion of Bidder Forms, Contracts, Extraneous Terms, etc.*

If the bidder has previously negotiated, and the State has accepted a contract which would be suitable for this acquisition, it should be included for information purposes only.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents), whether or not deemed "material", which are attached or referenced with submissions, will not be considered part of the bid or resulting Contract, but rather will be deemed to have been included for informational or promotional purposes only. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s) or a waiver of the State's rights set forth above.

Preprinted contract forms will not be considered in the evaluation, award, or in contract negotiations in accordance with La. R.S. 39:200.F.

3.3 *Number of Copies of Bid*

Two (2) additional copies of the bid are desired.

3.4 *Bid Validity*

All bids shall be considered valid for acceptance until final contract award, unless the bidder provides for a different time period within its bid response. However, the State reserves the right to reject a bid if the bidder's response is unacceptable and the bidder is unwilling to extend the validity of its bid.

PART IV. Mandatory Technical Specifications

Bidders are cautioned that all stated requirements are mandatory. This specification establishes the hardware, features, maintenance support and other technical requirements for the Information Technology equipment listed in Attachment I to this ITB.

4.1 *Equipment Requirements*

The mandatory equipment requirements are described on Attachment I.

4.2 *Equivalents Acceptable*

Where proprietary specifications are used, the proprietary characteristics are used only to denote the quality standard of the equipment required and do not restrict vendors to the specific brand, make or manufacturer. They are used to set forth and convey to prospective bidders the general style, type, character, and quality of equipment desired. Equivalent plug-compatible equipment shall be acceptable.

4.3 *Equipment Acceptability*

Only those models which shall be available for purchase or installment purchase on the date the bid is submitted, shall be considered acceptable.

PART V. Product Support

5.1 *Level of Maintenance*

Prior to award, the bidder shall certify that the proposed equipment shall be eligible for manufacturer maintenance and shall be liable for all expenses required to obtain said eligibility.

5.2 *Availability*

Manufacturer maintenance for the proposed equipment shall be available twenty-four (24) hours a day, seven (7) days per week, on-site, inclusive of State holidays, with a maximum of a four (4) hour response time, inclusive of travel time for remedial maintenance.

5.3 *Training Requirements*

Bidder should list all training to be conducted at no cost to the State. Any additional training considered necessary by the bidder to insure efficient operation by State personnel shall be itemized in the cost section of this ITB.

5.4 *List of Users*

Bidder shall supply, upon request, a list of a minimum of five (5) users of equivalent equipment.

5.5 *Delivery*

Equipment shall be delivered such that installation can take place on or before thirty (30) days after receipt of order and shall meet the requirements stated in Attachment I – Equipment Specifications.

Equipment delivery shall be arranged to provide inside delivery of equipment to the location listed on Attachment I – Equipment Specifications.

PART VI. Equipment Standard of Performance

All equipment may be subject to the standard of performance stated below. Final terms and conditions of this standard may be negotiated with the successful bidder. The State proposes the following:

- 6.1 Equipment shall not be accepted and payment shall not be made until the standard of performance is met. The date of acceptance should be the first day of the successful performance period.
- 6.2 The performance period shall begin on the installation date and shall end when the equipment has met the standard of performance for a period of thirty (30) consecutive days by operating in conformance with the Contractor's bid at an effectiveness level of 99.5% or more.
- 6.3 In the event the equipment does not meet the standard of performance during the initial thirty (30) consecutive days, the standard of performance test should continue on a day- to-day basis until the standard of performance is met for a total of thirty (30) consecutive days.
- 6.4 If the equipment fails to meet the standard of performance after ninety (90) calendar days from the installation date, the State may at its option request a replacement, or terminate the order. The effectiveness level for a system is computed by dividing the operational use time by the sum of that time plus system failure down time. Operational use time for performance testing for a system is defined as the accumulated time during which the critical components are not down when scheduled for operation. The system failure down time is that period of time when the system is inoperable due to equipment failure and productive work being utilized for acceptance testing cannot be conducted.
- 6.5 Down time for each incident shall start from the time the State contacts the Contractor's designated representative until the equipment is returned to the State in proper operating condition.
- 6.6 The State shall maintain daily records to satisfy the requirements of standard of performance and acceptance of equipment.

PART VII. Special Conditions and Contract Clauses

The following terms and conditions shall be required in all contracts, however, the exact wording of these clauses, with the exception of those clauses denoted with an asterisk (*), may be negotiated with the successful bidder. If applicable, the bidder may submit or refer to a Master Agreement entered into by the State in accordance with La. R.S. 39:198.J.

7.1 * *Fiscal Funding*

In accordance with La. R.S. 39:1615 C. and E., any contract entered into by the State as a result of this ITB shall include the following Fiscal Funding Clause:

The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of 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 appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

All bidders should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

7.2 * *Indemnification and Limitation of Liability*

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 Agreement.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, ***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, 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 Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated

infringement, the State may require Contractor, at its 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) State's unauthorized modification or alteration of a Product, Material or Service; (ii) State's use of the Service in combination with other products, materials, or services not furnished by Contractor; (iii) 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 Contractor believes that it may be enjoined, 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 (6) 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 (6) 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 Agreement as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for 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 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.

7.3 General Contract Terms

The following general terms shall be among those included in any ensuing contract:

7.3.1 * Applicable Law

All contracts entered into as a result of this bid, shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La.

R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology 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 the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

7.3.2 * Contract Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671 - 1673.

7.3.3 * Security

Contractor's personnel will comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities) the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security no later than twenty-four (24) hours after confirmation of the event. Notify the Information Security Team ("IST") by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at infosecteam@la.gov.

7.3.4 * Confidentiality

The following provision will apply unless the State Agency specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out the contract, or which becomes available to the Contractor in carrying out the contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

7.3.5 Assignment

No contractor shall assign any interest in the contract by assignment, transfer, or

novation, without prior written consent of the State of Louisiana, Commissioner of Administration. This provision shall not be construed to prohibit the contractor from assigning his 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.

7.3.6 No other documents other than the ITB, bidder's bid and final contract shall be binding unless such document has been reviewed by the Procurement Support Team and approved by the Chief Procurement Officer.

7.3.7 No company letterhead or logo shall be allowed on a contract document.

7.3.8 *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.

7.3.9 *Right to Audit*

The Louisiana State Legislative Auditor, federal auditors and internal auditors of the Division of Administration ("DOA") 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 final payment, or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

7.3.10 *Code of Ethics*

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

7.3.11 *Waiver*

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.

7.3.12 *Taxes*

Any taxes, other than State and local sales and use taxes from which the State is exempt, shall be assumed to be included within the total cost.

7.3.13 *Warranties*

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description contained in the Contract.

No Surreptitious Code Warranty. Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions.

Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Extent of Warranty:

THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.3.14 Contract Modifications

No amendment or variation of the terms of the Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

7.3.15 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 severable.

7.3.16 Record Retention

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

7.3.17 Cybersecurity Training

A. In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

B. For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

ATTACHMENT I – Purchase or Installment Purchase
Equipment Specifications

The following describes the requirements for a solution to **procure new** IBM z16 hardware to be located in the LA DOA Information Services Building (ISB) and to **upgrade existing** IBM z13s hardware located in the LA DPS Information Technology Center (ITC).

ITEM 1:

New IBM z16 3931-503 CPU with 2560GB memory, as specified below:

LA DOA Information Services Building Hardware

Product	Description	Qty
3931-A01	IBM z16	1
33	Serv Docs Optional Print	1
129	IBM Z HW Mgmt Appliance	1
137	Fanout Airflow PCIe	7
175	PCIe+ fanout	3
176	ICA SR1.1 2 Links	2
421	PCIe Interconnect Gen4	6
451	zHyperLink Express1.1 2 ports	2
455	OSA-Express7S GbE SX 1.2	8
458	OSA-Express7S 1000BASE-T 1.2	4
461	FICON Express32S LX	18
508	Model A01	1
642	CPC PSU	4
645	200-208V 30/60A, 3 Ph PDU	2
647	Ethernet Switch	2
667	Max39	1
909	Crypto Express8S (1 HSM)	2
1021	STP Enablement	1
1747	64 GB Mem DIMM (8/feat)	6
1956	CP5	3
1959	IFL	2
1960	ICF	1
1961	zIIP	4
1970	256GB Memory Cap Incr	10
2841	2560 GB Memory	1
3100	Lift Tool Kit	1
3101	Extension Ladder	1
3393	Fill and Drain Kit	1
3863	CPACF Enablement	1
4023	PCIe+ I/O Drawer	3
4040	A Frame Radiator	1
5451	503 Capacity Marker	1
7898	Top Exit Cabling w/Top Hat	1

7899	Bottom Exit Cabling	1
7971	60A/250V 3Ph w/Hubbell	2
8334	3-Way Processor CP5	1

ITEM 2:

Upgrade existing IBM z13s 2965-E03 CPU with 512GB memory, Serial Number FDA27, to a new IBM z15 8562-D03 Capacity Back Up CPU with 576GB memory, as specified below:

LA DPS Information Technology Center Hardware

Product	Description	Qty
8562-T02	IBM z15	1
1	MTU 1 - D	8
14	Migration Offering Machine	1
33	Service Docs Optional Print	1
100	vHMC	1
137	Fanout Airflow PCIe	10
175	PCIe Fanout	2
198	2965 w/ TEIO & w/o HtR	1
389	Returning MT Digit 1	2
390	Returning MT Digit 2	9
391	Returning MT Digit 3	6
392	Returning MT Digit 4	5
394	Plant of MFG Digit 2	2
395	Serial Number Digit 1	15
396	Serial Number Digit 2	13
397	Serial Number Digit 3	10
398	Serial Number Digit 4	2
399	Serial Number Digit 5	7
421	PCIe Interconnect	4
423	OSA-Express6S GbE SX 2 ports	4
426	OSA-Express6S 1000BASE-T 2 ports	2
427	FICON Express16S+ LX 2 ports	12
451	zHyperLink Express1.1 2 ports	2
505	Model T02	1
630	380-415V 32A, 3 Ph WYE PDU	4
631	Ethernet Switch	2
651	Max21	1
666	CPC PSU	4
899	Crypto Express7S 1 Port	2
1021	STP Enablement	1
1516	576 GB Memory	1
1644	128 GB Mem DIMM (5/feat)	2
1945	IFL	1
1947	zIIP	1
1982	16GB Memory Cap Incr	4
1983	128GB Memory Cap Incr	4

3100	Universal Lift Tool	1
3101	Extension Ladder	1
3863	CPACF Enablement	1
4021	PCIe+ I/O Drawer	2
4039	A Frame Air	1
4800	CP-A	2
4853	2-Way Processor A02	1
5039	D03 Capacity Marker	1
6805	Additional CBU Test	4
6817	Total CBU Years Ordered	5
6818	CBU Records Ordered	1
6821	25 CBU CP Year	1
6823	25 CBU IFL Year	1
6824	Single CBU ICF Year	5
6828	Single CBU zIIP Year	10
7892	30A/208V 14ft w/TwistLock	4
7898	Top Exit Cabling w/Top Hat	1
7899	Bottom Exit Cabling	1
9000	Multi Order Ship Flag	1
9001	Multi Order Rec Only Flag-NB	1
9004	Downgraded PUs Per Request	1
9910	CBU authorization	1

Parallel Sysplex Interoperability Requirement:

Equipment specified in Item 1 must be interoperable with an existing IBM 3906-506 CPU, Serial Number FB547, located in the LA DOA Information Services Building (ISB). To achieve interoperability the bidder is free to propose any solution of their choosing. All costs associated with the proposed solution shall be included in the bid response. Previously used aftermarket hardware is acceptable and will be considered for this requirement.

IBM DS8000 and TS7700 Storage Interoperability Requirement:

- Equipment specified in Item 1 must be interoperable with an existing IBM DS8950 DASD located in the LA DOA Information Services Building (ISB).
- Equipment specified in Item 2 must be interoperable with an existing IBM DS8950 DASD located in the LA DPS Information Technology Center (ITC).
- Equipment specified in Item 1 must be interoperable with an existing IBM TS7760 DASD located in the LA DOA Information Services Building (ISB).
- Equipment specified in Item 2 must be interoperable with an existing IBM TS7760 DASD located in the LA DPS Information Technology Center (ITC).
- Equipment specified in Item 2 must be interoperable with an existing IBM 3584 ATL and two (2) directly connected IBM 3592-E07 Tape Drives located in the LA DPS Information Technology Center (ITC).
- Equipment specified in Item 2 must be interoperable with an existing IBM TS7720 VTL located in the LA DPS Information Technology Center (ITC).

To achieve interoperability the bidder is free to propose any solution of their choosing. All costs associated with the proposed solution shall be included in the bid response. Previously used aftermarket hardware is acceptable and will be considered for this requirement.

Other Requirements for both items (Read Carefully):

- All equipment (except where stated otherwise) must be NEW.
- Hardware delivered shall be capable of running all current and announced releases of IBM z/OS with no additional hardware.
- The procurement and upgrade of equipment in response to this ITB shall not void any existing maintenance or warranty services provided under contract between the State of Louisiana and IBM Corporation. Successful bidder shall provide written assurances that the equipment installed complies with this requirement.
- Equipment must include one (1) year of hardware warranty.
- Must provide support 24x7x365 with four (4) hour response.
- Must pay for all shipping, delivery and installation cost.
- Must fully install the equipment at the ISB and ITC.
- All cables and ancillary hardware required to complete the installation of this equipment shall be provided by the successful bidder.

Trade-In Considerations:

The bidder is **required** to quote a trade-in allowance for one (1) IBM 2965-E03 CPU Serial Number FDA27. If the State chooses to accept the trade-in, the IBM 2965-E03 CPU becomes the property of the successful bidder. Successful bidder is responsible for all charges involved with removal, packaging and shipping of items removed as a result of trade-in. Trade-in equipment must be removed from the LA DPS Information Technology Center (ITC) within thirty (30) working days of successful installation of the equipment acquired from this ITB.

Removal of trade-in equipment should be coordinated with Victor Alvarado utilizing the contact information which appears below.

Equipment shall be delivered such that installation can take place on or before thirty (30) days ARO. Equipment delivery shall be arranged to provide inside delivery of equipment to:

**State of Louisiana, Division of Administration,
Information Services Building,
1800 N. Third Street, Room 233
Baton Rouge, LA 70802
Attention John Nastasi
(225) 342-5165**

and

**State of Louisiana, Department of Public Safety,
Information Technology Center,
8001 Independence Boulevard,
Baton Rouge, LA 70806
Attention Victor Alvarado
(225) 925-4971**

ATTACHMENT II

COST SHEET

	<u>AMOUNT</u>
IBM solution or equivalent, per Attachment I, including applicable warranty and maintenance.	\$ _____
Trade-In Allowance (IBM 2965-E03, SN FDA27)	\$ _____
Total (without Installment Purchase Agreement)	\$ _____
Monthly IPA Cost _____	
Interest Rate _____	
Total (with 60 Months IPA)	\$ _____

ATTACHMENT III
INSURANCE REQUIREMENTS FOR CONTRACTORS

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

1. Minimum Scope and Limits of Insurance

a. **Workers' Compensation**

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

b. **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

c. **Automobile Liability**

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

d. **Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the Agreement. It shall provide coverage for the duration of the Agreement and shall have an expiration date no later than thirty (30) calendar days after the anticipated completion of the Agreement. The policy shall provide an extended reporting period of not less than twenty-four (24) months, with full reinstatement of limits, from the expiration date of the policy.

e. **Cyber Liability**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Agreement. It shall provide coverage for the duration of this Agreement and shall have an expiration date no earlier than

thirty (30) days after the anticipated completion of the Agreement. The policy shall provide an extended reporting period of not less than twenty-four (24) months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

2. Deductibles and Self-Insured Retentions

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

3. Other Insurance Provisions

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

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

- b. Workers' Compensation and Employers' Liability Coverage

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

- c. All Coverages
 - i. All policies must be endorsed to require thirty (30) calendar days' written notice of cancellation to the Agency. Ten (10)-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
 - ii. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant Certificate of Insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
 - iii. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

- iv. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

4. Acceptability of Insurers

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

5. Verification of Coverage

1. Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any Agreement renewal or insurance policy renewal thereafter.
2. The Certificate Holder shall be listed as follows:
State of Louisiana
Office of Technology Services, Its Officers, Agents, Employees and Volunteers
1201 N 3rd Street, Claiborne Building, Suite 2-130
Baton Rouge, LA 70802
3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the Agreement.

6. Subcontractors

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

7. Workers' Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers' compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no

cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers' Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent Contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this Agreement.