Bid Number: 40004-23034

Date: December 23, 2024

# FLETCHER TECHNICAL COMMUNITY COLLEGE PURCHASING DEPARTMENT BUILDING J 6220 East Texas Street Bossier City, LA 71111 (318) 678-6298

INVITATION FOR BID: Sealed bid, subject to the conditions herein stated and attached hereto, will be received at this office until <u>January 16, 2025 @ 2:00 P.M.CST</u> and then publicly opened for furnishing the items and/or services as described below for Fletcher Technical Community College.

## DESCRIPTION <u>FURNISH MEDICAL EQUIPMENT</u> <u>AS PER ATTACHED SPECIFICATIONS</u>

#### PLEASE FILL IN ALL BLANK SPACES

Terms will beorder	and shipment will be received within days a	after receipt of	
	ne conditions thereof, the undersigned offers and agrees if this g to furnish any or all of the items (or sections) at the price set		
Vendor Name	Signature of Authority (Re: L.R.S. 39:1594)	_  -	
Address	Title	_	
City, State, Zip	Tax Identification Number	_	
Telephone Number	Fax Number	_	
	Date		
	ACCEPTANCE/AWARD		
Date of Award and Execution			
Recommendation:			
	Approved:		

Gayle Doucet
Director of Procurement

## INSTRUCTIONS TO BIDDERS

#### 1. <u>Bid Forms</u>

All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed. Bids submitted in the following manner will not be accepted.

- 1. Bid containing no signature indicating intent to be bound;
- 2. Bid filled out in pencil; and
- 3. Bid not submitted on the state's standard forms.

Bids must be received at the address specified in the Invitation for Bids prior to bid opening time in order to be considered. Any bid received after bid opening time will be retained in bid file unopened. Telegraphic and fax alterations to bids received before bid opening time will be considered provided formal bid and written alteration have been received and time-stamped before bid opening time.

#### Special Envelope

Ensure consideration, all bids should be submitted in the special bid envelope if furnished for that purpose. In the event bid contains bulky subject material, the special bid envelope should be firmly affixed to the mailing envelope.

#### 3. Prices

The bidder must state the prices (written in ink, in figures) for which he proposes to furnish each item and shall show the total extended amount for each based on the quantities shown. In case, however, of conflict between the unit price and the extended amount, the unit price shall govern. Unit prices should be inclusive of any freight charges.

#### 4. F.O.B.

Bid should be FOB Destination/Agency, title passing upon acceptance of merchandise. Failure to comply with this requirement may disqualify your bid.

#### Standard of Quality

Any product or service bid shall conform to all applicable Federal and State laws and regulations and the specifications contained in the IFB. Unless otherwise specified in the IFB, any manufacturer's name, trade name, brand name, or catalog number used in specifications is for the purpose of describing the quality level and characteristic required. Bidder must specify the brand and model number of the product offered in this bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the IFB. All products must be ADA compliant.

#### 6. Descriptive Information

Bidders proposing an equivalent brand or model shall submit with the bid information (such as illustrations, descriptive literature, technical data) sufficient for FTCC Purchasing to evaluate quality, suitability, and compliance with the specifications in the IFB. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specifications submitted for a product shall be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), bidder must state in what respect the item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.

#### Manufacturer's Numbers and Trade Names

Where manufacturer's product is named or specified, it is understood that "or equal" shall apply, whether stated or not. Such name and number is meant to establish the standard, type, quality, style, etc. FTCC shall be the sole judge as to whether or not the equipment/supply offered is equal to that specified.

#### 7. Bid Opening

Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by appointment only to the Purchasing Dept. at FTCC. Copies of written bid tabulations will be furnished upon written request.

#### 8. Award

Award will be made to the lowest responsible bidder, taking into consideration the quality of the products to be supplied, their conformity with specifications, the purposes for which they are required, and the time for delivery.

Fletcher Technical Community College reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and to waive any informalities.

#### 9. Purchase Order

If any bid or bids are accepted, an initial purchase order or orders for the entire number of units or part thereof, will be issued not later than thirty (30) days after receipt of bids by the Owner to the lowest bidder offering products which, in the opinion of the College, meet the requirements of these specifications. FTCC reserves the right to cancel any order resulting from this solicitation with 30 days written notice.

#### 10. <u>Conditions of Purchase Orders</u>

We will not in any manner be responsible for goods delivered or work done for our account without a written order. No allowance for boxing or crating. If you cannot fill order as directed, return for advice. Quantities in excess of the order may be returned or held subject to shipper's order, expense and risk. By accepting the order you hereby warrant that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agree that this warrant shall survive acceptance of the merchandise and that you will bear the cost of inspecting merchandise rejected.

#### 11. <u>Inspection and Acceptance</u>

Upon delivery of each item to the Agency, inspection of the item will be made by Fletcher Technical Community College, or their representative, at the point of delivery, or in special cases, at point of origin. Acceptance of the item will be made after inspection determines that all requirements of the specifications and the proposal have been met.

#### 12. <u>Reject</u>

All rejected goods will be at seller's risk and expense, subject to seller's prompt advice as to disposition.

Unless otherwise arranged all rejected goods will be returned and charged back including all transportation and handling costs. All packages must reflect the FTCC purchase order number or it will be refused and returned at vendor's expense.

#### 13. Payment Terms

Cash discounts for less than 30 days or less than 1% or greater than 5% will be accepted, but will not be considered in determining awards. On indefinite quantity terms contracts, cash discounts will be accepted and taken but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later. Invoices shall be submitted to: Fletcher Technical Community College, Accounts Payable, 1407 Hwy 311, Schriever, LA 70395, attn: Martha Bardwell. We must pay from ORIGINAL, ITEMIZED invoices as required by the State Legislative Auditor.

#### 14. U.S. Taxpayer Identification Number

Enter your taxpayer identification number in the appropriate space on the Specifications and Bid Form Page. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. PAYMENT CANNOT BE PROCESSED WITHOUT YOUR TAX I.D. NUMBER.

#### 15. Taxes

The State is exempt from sales/use tax. Vendor is responsible for including all applicable taxes in the bid price.

#### 16. New Products

Unless specifically called for in the IFB, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the IFB. The manufacturer's standard warranty will apply unless otherwise specified in the IFB.

#### 17. Contract Renewals

Upon Agreement of Fletcher Technical Community College Purchasing and the contractor, an openended requirements contract may be extended for 2 additional 12-month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed 36 months.

#### 18. <u>Contract Cancellation</u>

Fletcher Technical Community College has the right to cancel any contract, in accordance with purchasing rules and regulations, for cause, including but not limited to, the following: (1) failure to deliver with the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good conditions; (3) misrepresentation by the contractor;, (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with Fletcher Technical Community College; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.

#### 19. Default of Contractor

Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the Fletcher Technical Community College Purchasing has determined the contractor to be in default, FTCC Purchasing reserves the right to purchase any or all products or services covered by 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 from the defaulting contractor will be considered.

#### 20. Davis Bacon Act

The Davis-Bacon Act, United States Code, Title 40, Chapter 3, Section 276(a) requires all laborers and mechanics employed by contractors and subcontractors who work on construction projects financed by federal assistance to be paid wages not less than those established by the Secretary of Labor for the locality of the project when required by federal grant program legislation.

#### 21. Order of Priority

In the event there is a conflict between the Instructions to Bidders or General Conditions and the Special Conditions, the Special Conditions shall govern.

#### 22. <u>Applicable Law</u>

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

#### 23. Discrimination Clause

By submitting and signing this bid, bidder certifies that he agrees to adhere to the mandates indicated by Title VI and VII of the Civil Rights Act of 1964, as amended; The Vietnam Era Veteran's Readjustment Assistance Act of 1974; Section 503 of the Rehabilitation Act of 1973; Section 202 of Executive Order 11246, as amended; and The Americans with Disabilities Act of 1990, Title IX of the Education amendments of 1972, The Age Acts of 1975, and bidder agrees to abide by the requirements of the American of Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, national origin, veteran status,

political affiliation, or disabilities, 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.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, age, gender identification, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

#### 24. Special Accommodation

Any "Qualified Individual with a Disability" as defined by the American with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office in writing not later than 7 days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonable provided, the individual will be informed prior to the bid opening.

#### 25. Indemnity

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

26. In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid form, 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 Statues of 1950, Professional, Personal, Consulting, and Social Services Procurement under the Provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

#### 27.ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

#### 28.CLEAN AIR ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities.

#### 29.ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### 30.CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

#### 31.ANTI-LOBBYING AND DEBARMENT ACT

The Contractor will be expected to comply with Federal statues required in the Anti-Lobbying Act and the Debarment Act.

#### 32. Civil Rights

Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race religion, sex, handicap or national origin. Furthermore, both parties shall take affirmative action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take affirmative action as provided in the Vietnam Era Veteran's Readjustment Act of 1974, both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin, or handicap.

#### 33. Certification of No Suspension of Debarment

By signing and submitting any proposal 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 requirement in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" (Formerly OMB Circular A-133).

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

#### 34. Mandatory Disclosure

Under the Uniform Guidance (200.113, shown below) Fletcher Technical Community College is obligated to disclose to the Federal awarding agency (or a pass-through if we are a sub-recipient), any violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal Award.

#### 200.113 Mandatory Disclosures

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 32 U.S.C. 3321).

35.In accordance with 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 contract over \$25,000.

36. All bid amounts shall be submitted in United State Dollars.

#### 37. Termination for Convenience

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

#### 38. Standard Preference

A. In accordance with Louisiana Revised Statutes 39:1595, a preference not to exceed 10% may be allowed for paper and paper products manufactured or converted in Louisiana of equal quality. For paper supplied in wrapped reams, each carton and each individual ream shall be clearly labeled with the name of the manufacturer or converter and the location within Louisiana where such paper is manufactured or converted. For paper and paper products supplied in bulk or in other forms, the smallest unit of packaging shall be clearly labeled with the name of the manufacturer or converter and the location within Louisiana where such paper or paper product is manufactured or converted.

Do you claim this preference? Yes
Specify Item Number(s):
Name and location within Louisiana where such paper or product is manufactured or converted
B. A preference may be allowed for products manufactured, produced, grown, or assembled in Louisiana of equal quality.
Do you claim this preference? YesSpecify Item Number(s)
Specify location within Louisiana where this product is manufactured, produced, grown or assembled
If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents? YesNo
(Note: If more space is required, include on separate sheet. Failure to specify above information may cause elimination from preferences).

#### 39. Preference for United States Products.

In accordance with the provisions of R.S. 39:1595.7, in the event a contract is not entered into for products purchased under the provisions of R.S. 39:1595, each procurement officer, purchasing agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provisions of this chapter may purchase such materials, supplies, products, provisions, or equipment which are manufactured in the United States, and which are equal in quality to other materials, supplies products, provisions, or equipment, provided that all of the following conditions are met:

- (1) The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent.
- (2) The vendor of such items agrees to sell the items at the same price as the lowest bid

offered on such items.

- (3) In cases where more than one bidder offers items manufactured in the United States which are within five percent of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.
- (4) The vendor certifies that such items are manufactured in the United States.

For the purposes of this preference,

- (1) "Manufactured in the United States" means produced by a process in which the manufacturing, final assembly, processing, packaging, testing, and any other process that adds value, quality, or reliability to assembled articles, materials, or supplies, occur in the United States.
- (2) "United States" means the United States and any place subject to the jurisdiction of the United States.

Do you claim this preference? YES
Specify line number(s):
Specify the location within the United States where this product is manufactured:

(NOTE: If more space is required, include on a separate sheet.)

#### 40. Prohibition of Discriminatory Boycotts of Israel

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. FTCC reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

#### 41. Compliance with National Defense Authorization Act

In accordance with Section 889(a)(1)(B) 2019 National Defense Authorization Act for any contract for telecommunication and video surveillance equipment no purchases will be made from Huawei, ZTE, Hytera, Hikvision and Dahua and their subsidiaries are allowed.

Please certify compliance with this Act:				
Signature of Bidder				

#### 42. <u>Non-Exclusivity Clause</u>

This agreement is non-exclusive and shall not in any way preclude FTCC from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources including state contracts.

#### 43. Price Reductions

Whenever there is a reduction in price which is lower than the contract price offered to similarly situated customers contracting for the same period and under similar terms and conditions, the reduction shall be presented to the Purchasing Department.

#### 44. Legislators Prohibited

According to LA R.S. 42:113(D) the College is prohibited from entering into any contract or subcontract with a Legislator or person who has been certified by the Secretary of State as elected to the Legislature or spouse of a Legislator, or any corporation, partnership, or other legal entity in which the Legislator or his/her spouse owns an interest, except publicly traded corporations. Each bidder must return the enclosed Disclosure Form as part of his/her bid.

#### 45. ADA Compliance

If applicable, the contractor warrants it will comply with federal and state disabilities laws and regulations and also warrants that the products and services provided conform to the applicable accessibility requirements of wcag 2.1 level as or the most current version (the "accessibility standards"), section 508 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. The contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products and services. If at any time, products and services provided under this contract do not fully conform to the accessibility standards, contractor shall immediately advise Fletcher Technical Community College (FTCC) procurement in writing of the nonconformance and shall provide FTCC a plan to achieve conformance to the accessibility standards, including but not limited to, an intended timeline for conformance. Contractor further agrees to indemnify and hold harmless FTCC from any claims or damages arising out of its failure to comply with the requirements of this paragraph. Failure to comply with these requirements shall constitute a material breach of this contract and may be grounds for termination of this contract by Fletcher Technical Community College.

#### 46. Scope of Contract

Furthermore submittal of any terms and conditions contrary to those of the State of Louisiana may cause your bid to be rejected. By signing this form, terms and conditions which may be included in your bid are nullified, and the contractor agrees that this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

Furthermore submittal of any terms and conditions contrary to those of the State of Louisiana may cause your bid to be rejected. By signing this form, terms and conditions which may be included in your bid are nullified, and the contractor agrees that this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

(Members of firm or person authorized to sign bids for corporation)

(Members of firm or person authorized to sign bids for corporation

#### BIDDERS MUST SIGN IN INK

#### **IMPORTANT**

Signature Authority: In Accordance with L.R.S. 39:1594(C)(4) requires evidence of authority to sign and submit bids to Fletcher Technical Community College. You must indicate which of the following apply to the signer of this bid.

- 1. The signer of this bid is either a current 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 this office before contract award.
- The signer of the bid is a representative of the bidder authorized to submit this bid as 2. 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 must be attached hereto.
- 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 this office 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 this office.

#### 47. E-Verify

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

## PROHIBITION OF COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES:

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

- 1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;
- 2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

<b>PARISH</b>	OF		

#### **AFFIDAVIT**

	BEFORE	ME,	the	undersigned	authority,	perso	nally	cam	e and	appear	red
				, a ı	esident of _				P	arish, St	tate
of	Louisiana,	who	as	(Title)		_ is	a	legal	represe	ntative	0
	(Compar	ny)		after being du	ly sworn, de	posed	and s	aid:			
	The equ	ipmen	t and	services to be	provided by	y	(Co	mpan	y)	, un	ıdeı
the	accompanyi	ing (bio	d/invo	ice) fully comp	ly with Loui	siana I	Revise	ed Stat	tutes 38:	2237.1	anc
39:	1753.1.										
	None of	f the e	quipn	nent or service	es to be pro	vided	by	(	Company	y)	
are	"prohibited	d telec	omm	unications or	video surv	eillanc	e eq	uipme	nt or se	ervices"	as
def	ined thereir	n, and	do r	not include a	ny equipme	nt or	com	ponen	ts from	all of	the
foll	owing:										

- 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 National Defense Authorization Act for Fiscal Year 2019.
- Video surveillance equipment or telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or any subsidiary or affiliate of such entities, as described in Section 889(f)(3)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.
- 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 National Defense Authorization Act for Fiscal Year 2019.
- Any product or equipment, regardless of manufacturer, containing as a component any equipment identified above. This may include but is not limited to the following:
  - 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.
  - Building automation, environmental controls, access controls, or facility management and monitoring systems.

In addition, no	ne of the services to be provided by _	(Company)
utilize any equipment o	or components as described above.	
	(Name ) (Title)	_
	As representative of :	
	(Company)	
<b>SWORN</b> to and	subscribed before me, Notary, this	day of
, in my office in	, Louisiana.	
	(Notary Name) (Notary/Bar#	)
	Notary Public	
My	y Commission (expires on	/ is for Life)

This procurement has been designated as suitable for Louisiana certified small entrepreneurships participation.

The State of Louisiana Veteran and Hudson Initiatives small entrepreneurship programs are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at <a href="https://smallbiz.louisianaforward.com/index">https://smallbiz.louisianaforward.com/index</a> 2.asp.

Bidders that are not eligible for certification are encouraged to use Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships where sub-contracting opportunities exist. To be responsive to this solicitation, the bidder shall be either a Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship or have put forth a good-faith effort to use certified Veteran-Owned or Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships as sub-contractors(s). By signing and submitting this bid, the bidder certifies compliance with this requirement.

For a good faith effort, written notification is the preferred method to inform Louisiana certified Veteran Initiative and Hudson Initiative small entrepreneurships of potential subcontracting opportunities. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at <a href="https://smallbiz.louisianaforward.com/index\_2.asp">https://smallbiz.louisianaforward.com/index\_2.asp</a>. Additionally, a current list of Hudson Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <a href="http://www.prd.doa.louisiana.gov/osp/lapac/Vendor/srchven.asp">http://www.prd.doa.louisiana.gov/osp/lapac/Vendor/srchven.asp</a>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "SmallE".

Copies of notification to at least three (or more) certified Veteran Initiative and Hudson Initiative small entrepreneurships will satisfy the notification requirements. Notification must be provided to the certified entrepreneurships by the bidder in writing no less than five working days prior to the date of bid opening. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact. If a certified Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship was not selected, the bidder must certify and maintain written justification of the selection process. The state reserves the right to request confirmation of this information at any time.

In the event questions arise after an award is made relative to the bidder's good faith efforts, the bidder will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the contractor did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Contractors will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative

small entrepreneurship subcontractor or distributor participation and the dollar amount of each. (Agencies should indicate theirspecific requirement, i.e. where to send information and when - with bid, after clear lien, etc.)

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <a href="http://www.legis.state.la.us/lss/lss.asp?doc=671504">http://www.legis.state.la.us/lss/lss.asp?doc=671504</a>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <a href="http://www.legis.state.la.us/lss/lss.asp?doc=96265">http://www.legis.state.la.us/lss/lss.asp?doc=96265</a>. The rules for the Veteran Initiative (LAC 19:VIII.Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at <a href="http://www.doa.louisiana.gov/osp/se/se.htm">http://www.doa.louisiana.gov/osp/se/se.htm</a>.

The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of contractors.

If you are a Certified Small Entrepreneur (Hudson Initiative), Veteran Owned Small Entrepreneurs, or Service-Connected Disabled Veteran-Owned (Veteran Initiative) vendor, please state your Certification Number below.

#### MANDATORY BID REQUIREMENTS

Failure to meet all of the listed mandatory requirements will result in rejection of bid without further consideration.

#### 1. CERTIFICATION STATEMENT

The bidder must sign and include the Certification Statement as set forth in this solicitation. The signature of bidder's authorized representative must contain an ORIGINAL signature and should be in blue ink.

#### 2. BID FORM

The bidder must submit bid on the form herein provided. The bid must be signed in ink, with the blank space(s), filled in for each and every item. The bidder must state the UNIT price (written in ink or typewritten) for each item and shall show the total amount for each item based on the quantities shown.

### **BID FORM**

Fletcher Technical Community College

Bid Date: January 16, 2025 @ 2:00 PM, CST Bid Name: Furnish Medical Equipment

**Bid Number: 40004-23034** 

<u>Item</u>	<u>Description</u>	<b>Quantity</b>	Unit <u>Price</u>	Extended <u>Price</u>
1.	Vivid T9 Ultra Edition v206 GE #H8012TA or equal See attached specifications	2 each		
	Options included with the Vivid to	9 Ultra Edition v2	06:	
	H45041DL 3SC-RS Phased Array H40442LL 9L-RS Linear Array P H4000SR 4C-RS Convex Array P H45551CA P2D KE100005 CW I H8010TB Smart Stress Kit H8012QH AFI 3.0 with Easy AFI	robe Prove Pencil Prove		
	Quoting Model NoManufactured By			
Bossic Attn: 6220	d Bids must be mailed to the follo Bid Number must be clearly mark er Parish Community College Gayle Doucet East Texas Street er City, LA 71111			ed for award.
Total Amou	ınt		(Words	s)
\$			(Figur	res)

The Vivid™ T9 Ultra Edition\* v206 package includes:

- -One (1) Vivid T9 v206 console with smart standby
- -Software: Streaming, DICOMi Viewer, Probe Check
- -Hardware: Cable Tray, Probe Holder
- -Education and Training: One (1) day of Clinical

Applications training, Two (2) hours remote applications support

-Peripherals: AIUM Booklet, US Country kit, One (1)

ECG Cable and lead set

-eDelivery: access to eDelivery portal for electronic

download of software updates

-Warranty: Three (3) years of warranty

Vivid T9 system w/ Smart Standby Console Design:

- --21.5" LCD monitor
- --10.1" high resolution touch panel

Up/Down keyboard

- --OPIO Swivel
- --Articulating monitor arm
- --Four active probe ports
- --Internal ECG
- --Integrated hard drive: 1 TB HDD (Standard)
- -- Multiple USB ports
- --Integrated speakers
- --Integrated locking mechanism that provides rolling lock and caster swivel lock
- --Footswitch (optional)
- --Integrated cable management
- --Removable air filters
- --Front and rear handles
- -- Cable tray for T9
- --Paper tray
- --One integrated gel holder
- --Six probe holders (four standard, two optional)
- --Smart Standby mode

The Vivid T9 system w/ Smart Standby console standard configuration includes:

- --Virtual Apex
- --Anatomical M-Mode (AMM)
- --TDI/TVI/Tissue Tracking
- --TEE Interface Module
- --Virtual Convex
- --Compound
- --Strain Elastography
- --Configurable prospective/retrospective capture
- -- QuickApps
- --Auto Optimization (ATO, ASO)
- --Write Zoom (High Resolution Zoom)
- -- Coded Phase Inversion (CPI)
- -- Dual Focus

Image Processing and Analysis features:

- -- UD Clarity / UD Speckle Reduction Imaging
- --DDP (temporal filter)
- --Q-Analysis: Q-TVI/ Q-Contrast

Protocol features:

- --Scan Assist Pro (protocol driven exams)
- --Scan Coach

Advanced Measurements:

- --Cardiac Auto Doppler
- --Z Scores for pediatric exams 3 selectable sets
- --OB Measurements and Calculations Package
- --IMT
- --Spline Tool Measurement

#### DICOM and remote archive support:

- --DICOM Modality Worklist
- --DICOM Storage
- --DICOM Query/Retrieve
- --DICOM Print
- --DICOM SR (Cardiac/Pediatrics/Vascular)

DICOM PDF Read

- --Onboard/built in EchoPACTM/Patient Archive
- --Direct Report
- --Report Designer/Statement Engine/Normal

Values/E-Sign-of

--Embedded DICOM viewer on media

#### SonoDefense Privacy Security and data protection:

- --Windows 10 IoT operating system
- --PHI Encryption (Disk Encryption, DICOM TLS, Remote access encryption)
- --Local/Remote Access Management (LDAP, secure password policies, Lock screen)
- --Malware Protection (Windows whitelisting / Device Guard)
- --Windows 10 hardening (OS security patching, security configurations)
- --Network firewall

Service / Life cycle Offerings

- --eDelivery
- -- Imaging Insights support

F.O.B. Destination. The unit price of each item must be inclusive of freight charges order to be considered for award.

The bid price for each item is to be quoted on a "net" basis and F.O.B. FTCC Destination, i.e. title passing upon receipt and inclusive of all delivery charges.

Bids other than F.O.B. FTCC Destination may be rejected.

Bids indicating estimated freight charges may be rejected.

Bidders who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-ornone" bid for evaluation and award purposes; and risk rejection if award is made on an item basis.

Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with a shorter acceptance period may be rejected.

Prices are to be quoted in the unit/packaging specified (e.g. each, 12/box, etc), or may be rejected.

In the event of extension errors, the unit price bid shall prevail. Unit prices must be shown, or bid will be rejected.

#### FLETCHER TECHNICAL COMMUNITY COLLEGE

#### **BID RESPONSE FORM**

BIDDER'S NAME:			
TELEPHONE NO		FAX NUMBER:	
ADDRESS:			····
MAILING	CITY	STATE	ZIP
SCOPE: FURNISH MEDICAL EQUIP			
No Dated	No	Dated	
Signature to the Bid Response Form shall entirety.	be construed of acc	ceptance of the In	vitation to Bid in its
AUTHORIZED OFFICER:(Signate	ure)		(Print or Type Name)
ΓΙΤLE:		DATE:	

#### CERTIFICATION STATEMENT

Date: \_\_\_\_\_

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Invitation to Bid (ITB), including any attachments.

**OFFICIAL CONTACT.** The College requests that the Bidder designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date:		Official Contact Name:
	A.	E-mail Address:
	B.	Telephone number with area code: ()
	C.	Facsimile Number with area code: ()
		es that the above information is true and grants permission to the College to contact the above named person or ify the information provided. By its submission of this ITB and authorized signature below, Bidder certifies that:
1. 2. 3. 4. 5. 6.	Bid spec Bid Forn Bid set t Bid In n in a Bid prin requ	information contained in its response to this ITB is accurate; der complies with each of the mandatory requirements listed in the ITB and will meet or exceed the requirements cified therein; der agrees to provide all tasks, services and deliverables listed in Scope of Services for the total cost stated on Bid m; der accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements forth in the ITB. der confirms that its bid will be considered valid until award is made. naking this bid, each bidder represents that: They have read and understand the bid documents and the bid is made coordance herewith, and the bid is based upon the specifications described in the bid documents without exception. der certifies, by signing and submitting a proposal of \$25,000 or more, that their company, any subcontractors, or ciples are not suspended or debarred by the General Services Administration (GSA) in accordance with the airements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the rnet at <a href="https://www.epls.gov">www.epls.gov</a> ).
Title:		<del></del>
		pany Name:
Federal l	denti	ification Number:
		s:
		Zip:
SIGNAT	URI	E of Bidder's Authorized Representative: