

ATTACHMENT A

RFx Number: 3000024001

Contract Title: Bluum Brand Name Peripherals

SPECIAL TERMS AND CONDITIONS

1. SCOPE

STATEWIDE CONTRACT FOR BLUUM BRAND NAME COMPUTER PERIPHERALS.

All items to be furnished must be the manufacturer's current state-of-the-art and must be certified to be in current new production. All items delivered under the contract must be new. Refurbished items are not acceptable for new purchases.

All items furnished, including hardware components within any system configuration, must be the brand specified.

Bidders are to quote a discount percent off the Manufacturer's Catalog Price List. This discount(s) shall be stated on the appropriate line(s) as provided for on the price sheet herein.

2. BID DELIVERY INSTRUCTIONS FOR STATE PROCUREMENT

Bidders are hereby advised that the Office of State Procurement (OSP) must receive bids at its physical location by the date and time specified in the Calendar of Events section of this bid and page 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
Claiborne Building, Suite 2-160
1201 N. Third Street
Baton Rouge, LA 70802

Or Bids may be submitted online by accessing the link on page 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's 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 & 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?guest_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.

3. CALENDAR OF EVENTS

Deadline to receive written inquiries: Thursday, February 20, 2025

Deadline to answer written inquiries: Thursday, February 27, 2025

Bid Opening Date and Time: Thursday, March 6, 2025, 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.

4. 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 ITB 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 ITB section. All inquiries must be received by the Inquiry Deadline date set forth in Section 3-Calendar of Events of this Invitation to Bid (ITB). 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 ITB shall be delivered to the State's contact person for this ITB, Courtnee Viada, by mail, express courier, e-mail, hand, or fax to:

Office of State Procurement
Attention: Courtnee Viada
1201 North Third Street
Claiborne Building, Suite 2-160
Baton Rouge, LA 70802

E-mail: Courtnee.Viada@la.gov
Phone: (225) 342-8017
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's LaPAC* website, to address all inquiries received and any changes or clarifications to the ITB. Thereafter, all ITB documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any State employee, or State consultant. It is the bidder's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a bidder's failure to download any addenda documents required to complete an ITB.

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

To receive the e-mail 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_req.

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

5. BIDDER RESPONSIBILITIES

For the purposes of this type of contract, the bidder may be and should identify itself as one of the following:

- 1) The original manufacturer providing direct sales support of the products/services in full compliance with all terms and conditions of the contract.
- 2) The original manufacturer choosing to designate authorized distribution/channel partners certified to provide direct sales and support the products in full compliance with all terms and conditions of the contract.
- 3) A third party authorized by the original manufacturer to provide sales and support of the products, directly or through certified sub-contractors in full compliance with all terms and conditions of the contract.
- 4) Holders of re-labeling agreements authorized by the original manufacturer to provide sales and support of the products, directly or through certified sub-contractors in full compliance with all terms and conditions of the contract. Products must be legally labeled as the brand name specified in the contract. This would require that there be a legal agreement between the original equipment manufacturer and the private label distributor on file with the Office of State Procurement, allowing the private label distributor to label and market the product as the brand specified.

On **Exhibit 2 – Bidder Identification** of this ITB, the bidder should identify which of the above categories is applicable.

Bidders must quote discount percentages as requested in the bid. Discounted pricing should be furnished for individual items listed. (See Award/Evaluation criteria.)

Entire bid should be returned, except item pages not bid.

Bidder should submit with bid a copy of the most recent manufacturer's established catalog price and GSA price list if available. In the event that these published price list/catalog does not exist, a signed and notarized typed listing of retail prices covering all items on the bid should be submitted. If bidder is bidding items that are legally relabeled as the brand name specified in the contract, the bidder may be required to also provide **the original equipment manufacturer's published price list** to the Office of State Procurement.

Such price lists/catalogs are for informational purposes only and the terms and conditions contained therein will not be applicable to the contract.

Bidder should submit with bid a copy of the current standard warranty offered by the manufacturer for the equipment bid (see warranty requirements).

If not the manufacturer, the bidder must be authorized by the manufacturer to sell and service the products bid. Bidder should submit with their bid, documentation from the manufacturer showing that the bidder is authorized to sell and service the products bid.

If not authorized to service the products bid, but utilizing a third party to provide the services, the bidder should list the name, address and phone number of the third party contractor below, who will be performing the services needed and should provide documentation with their bid of the third party's authorization to service the products by the manufacturer. The successful bidder will be responsible for the work of the third party contractor. The Office of State Procurement reserves the right to verify these authorizations.

It is the bidder's responsibility to ensure that all items meet the following criteria. Items delivered to an Agency not in accordance with these criteria will be subject to return at the Contractor's expense and possibly other legal action.

Any peripheral devices such as printers, scanners, and other items of significant cost must be legally labeled as the brand name specified in the contract. In certain cases, this would require that there be a legal agreement between the original equipment manufacturer and the private label distributor on file with the Office of State Procurement, allowing the private label distributor to label and market the product as the brand specified.*

- Example: On a contract for ABC Brand Name Peripherals, a system could not include a monitor labeled "DEF" or a printer labeled "GHI". An agreement would have to exist which would allow ABC Company to market these products and label them as ABC Brand.

***In the case where items require being legally relabeled as the brand name specified in the contract, the discounted price offered for those items cannot exceed the original equipment manufacturer's published price.**

Bidders bidding items that are legally relabeled as the brand specified in the contract, should identify those items with the original manufacturer's name on the price list that is submitted.

During the course of a contract where the items are legally relabeled as the brand name specified in the contract, the contractor shall not be allowed to substitute a different OEM product under an existing contract product number.

- Example: On a contract for ABC Brand Name Peripherals, if an ABC #123 is presented to the Office of State Procurement as a legally relabeled product, for which the OEM product is XYZ #456, then the contractor shall not substitute a different OEM product for ABC #123.

All documentation requested in this invitation to bid should be provided with your bid. Any documentation, verification or clarification requested during the evaluation must be provided by the date required in the request. Failure to provide the requested information in the time allotted may eliminate your bid from consideration.

The following check list is provided for your convenience. Failure to provide the information requested in the time allotted may cause your bid to be rejected.

1. Sign and Complete bid document (see page 1)
2. State minimum percent discount bid (page 23)
3. Complete attached item list with GSA/retail price, Discount and State price.
4. Include specified retail price list with bid.
5. Include A+ certificate, if applicable.
6. List Authorized LA Representatives (name and location)
7. List on-site installation, if applicable.
8. Provide "Hot Line" (800) number for technical assistance.
9. List Louisiana Representative and Location for Service and Representation.
10. List Persons authorized to execute contract and/or make changes.
11. Include list of authorized resellers.
12. Include document from LA Secretary of State to verify company is registered.

6. AWARD/EVALUATION CRITERIA

It is the intent of the Office of State Procurement to award the contract on an all-or-none basis to the overall lowest responsive, responsible bidder meeting the requirements of the bid specifications. The State of Louisiana reserves the right to reject individual line items from the award. No award will be made on any line item that offers a 0% discount.

The bidder shall quote on Page 23 of the ITB the minimum discount(s) to be applied to any line items in the respective categories on Attachment B. The minimum discount quoted for a category shall also apply to any updated items or new items added in that category throughout the life of the contract.

On Attachment B, the bidder is to provide the retail price, discount percent and resulting LA State Contract Price offered for each individual item listed. Greater discounts than the minimum discount quoted on Page 23 be offered on individual items. Award will be made by totaling the LA State Contract Price for all items and awarding to the overall lowest responsive, responsible bidder. Any discount listed on Attachment B shall be equal to or greater than the discounts quoted on Page 23. The line items listed in Attachment B will be the only products included in the original contract award.

The established catalog price list is designated as follows:

Bluum Brand Name Peripherals

All price lists are to be the most current issue at the time of bid opening.

The price list designated above is for evaluation and award purposes only and a copy of the designated price list should be returned with bid.

LA State Contract prices may not exceed the current national advertised and available General Services Administration (GSA) Governmental price list, if one exists. The State does not intend to award or to maintain any item in any group that is offered at a price equal to or above the Manufacturer's List Price.

For evaluation and award, the Office of State Procurement reserves the right to seek clarification and/or to correct any mathematical error in the application of the percentage discount to individual items listed on the price sheet pages, Attachment B; such as rounding errors, etc. The manufacturer's most current designated established catalog price less the percentage discount quoted shall govern.

7. CONFIGURATION DOLLAR LIMITS

The following configuration limits will apply to the contract.

- Peripherals per unit cost should not exceed \$50,000 each

For the purpose of the contract, "Configuration" is defined as "a total system configuration. This may include more than one model or part number (or SKU), or a combination of hardware, software, and configuring of the system to make the system work."

Total purchase order amount shall not exceed \$1,000,000. Procurements shall not be artificially divided to circumvent the \$1,000,000 threshold. (NOTE: The \$1,000,000 is a per purchase order limit and is not a limit on the annual amount that can be purchased from the contract.)

8. NUMBER OF COPIES OF BID

One additional copy of the bid is desired, unless bid is submitted online.

9. 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.

10. NON-EXCLUSIVE CONTRACT

The contract is non-exclusive and shall not in any way preclude the State from entering into similar contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

11. PACKAGING AND LABELING

Vendors are encouraged to consider delivery methods that utilize recyclable or reusable packaging material and containers, or those with recycled content.

12. COOPERATIVE PURCHASE

It is the intent of the Office of State Procurement (OSP) to accommodate cooperative purchasing in any contract awarded from this solicitation.

As described below, Political Subdivisions of the State, Quasi State Agencies, External Procurement Units, and Agencies of the United States Government are to be authorized (potential) users of the contract(s) resulting from this solicitation, subject to the pricing and terms set forth in the contract(s).

- Political Subdivisions of the State include, but are not limited to, parish governments, municipal governments, school districts, human service districts, local governments and public utilities.
- Quasi State Agencies include, but are not limited to, non-profit or for-profit organizations created by the State of Louisiana or any Political Subdivision or Agency thereof, or any special district or authority, or unit of local government, to perform a public purpose.
- External Procurement Units include, but are not limited to, buying organizations not located in the State of Louisiana, which, if located in the State, would qualify as a public procurement unit.

The current list of approved cooperating purchasing entities (including Political Subdivisions, Quasi State Agencies and External Procurement Units) is maintained and regularly updated on the OSP website at: <https://www.doa.la.gov/doa/osp/agency-resources/osp-purchasing/approved-quasi-units/> and may be used as a reference.

Bidders or Contractors may prospectively choose to partially or entirely 'opt-out' of accommodating cooperative purchasing for such contract(s) by sending formal written notification of same to the Office of State Procurement. This notification should clearly specify which individual type(s) of cooperative purchasing entities the Bidder/Contractor is choosing to not allow to participate in contract cooperative purchasing. Any purchase orders received by the contract-holder from cooperative purchasing entities prior to the contract-holder's opt-out notification to OSP must be honored in accordance with the contract.

The extent of participation (or non-participation) by any vendor in cooperative purchasing will not affect the award of any contract(s) resulting from this solicitation.

13. LOUISIANA PREFERENCE

Notwithstanding any other provision of La. R.S. 39:1604 to the contrary, the following preferences shall apply only to bidders whose Louisiana business workforce is comprised of a minimum of 50% Louisiana residents.

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

(2) If so, do you certify that at least 50% of your Louisiana business workforce is comprised of Louisiana residents? _____ yes _____ no

A. In accordance with the provisions of La. R.S. 39:1604, each procurement officer, purchasing agent, or similar official who procures or purchases agricultural or forestry products, including meat, seafood, produce, eggs, paper or paper products under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes shall procure or purchase Louisiana products provided all of the following conditions are met:

- (1) The bidder certifies in the bid submitted that the product meets the criteria of a Louisiana product.
- (2) The product is equal to or better than equal in quality to other products.
- (3) The cost of the Louisiana product shall not exceed the cost of other products by more than 10%, except as otherwise provided in this Chapter as a specific exception.

Do you claim this preference? _____ yes _____ no

Specify line number(s): _____

B. In accordance with the provisions of La. R.S. 39:1604, each procurement officer, purchasing agent, or similar official who procures or purchases products under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes shall procure or purchase meat and meat products, domesticated or wild catfish, produce, eggs or crawfish which are further processed in Louisiana, provided the cost of the further processed meat and meat products, domesticated or wild catfish, produce, eggs or crawfish do not exceed the cost of other products by more than 7%.

Do you claim this preference? _____ yes _____ no

Specify line number(s): _____

Specify location within Louisiana where product is further processed:

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

C. In accordance with the provisions of La. R.S. 39:1604, each procurement officer, purchasing agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes may purchase such materials, supplies, products, provisions, or equipment which are produced, manufactured, or assembled in Louisiana, as defined in La. R.S. 38:2251(A), and which are equal in quality to other materials, supplies, products, provisions, or equipment, provided that all of the following conditions are met:

- (1) The cost of such items does not exceed the cost of other items which are manufactured, processed, produced, or assembled outside the State by more than 10%.
- (2) The vendor of such Louisiana items agrees to sell the items at the same price as the lowest bid offered on such items.
- (3) In cases where more than one bidder offers Louisiana items which are within 10% of the lowest bid, the bidder offering the lowest bid on Louisiana items is entitled to accept the price of the lowest bid made on such items.

Do you claim this preference? _____ yes _____ no

Specify line number(s): _____

Specify location within Louisiana where product is produced, manufactured, or assembled: _____

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

NOTE: FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.

14. PROCUREMENT OF UNITED STATES PRODUCTS

In accordance with the provisions of La. R.S. 39:1604.7, in the event a contract is not entered into for products purchased under the provisions of La. R.S. 39:1595, each procurement officer, purchasing agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provisions of this chapter may purchase such materials, supplies, products, provisions, or equipment 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 5%.
- (2) The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.
- (3) In cases where more than one bidder offers items manufactured in the United States which are within 5% of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.
- (4) The vendor certifies that such items are manufactured in the United States.

For the purposes of this preference,

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

(2) "United States" means the United States and any place subject to the jurisdiction of the United States.

Do you claim this preference? _____ YES

Specify line number(s): _____

Specify location within the United States where this product is manufactured: _____

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

15. F.O.B.

Destination: All prices and terms shall be net.

16. USAGE

Based on previous usage, the value of the contract is estimated to be approximately \$ 4,674,913.49.

17. QUANTITIES

This is an open-ended requirements contract. Quantities shown are based on the previous contract usage or estimates. Where usage is not available, a quantity of one indicates a lack of history on the item. The successful bidder must supply at bid prices actual requirements as ordered whether the total of such requirements is more or less than the quantities shown.

18. INCREASE/DECREASE

The quantities listed herein are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the bid.

19. DELIVERY

Deliver to any Agency of the State government eligible by State statute and/or authorized to purchase from the contract. Delivery is to be made upon the issuance of a purchase order.

Contractors will have access to an adequate supply of all items in order to meet deliveries of not more than 30 business days.

20. RISK OF LOSS/PASSAGE OF TITLE

Title to the equipment purchased under the contract shall pass from the Contractor to the State on the date of installation for Contractor-installed equipment or on the date of delivery for State-installed equipment. Prior to the passage of title all risk of loss or damage shall be on the Contractor.

21. TERMS AND CONDITIONS

This solicitation contains all terms and conditions with respect to the commodities herein. Any vendor contracts, forms, terms, or other materials submitted with bid may cause bid to be rejected.

The purchase order is the only binding document to be issued against the contract. Signing of Vendor's pre-printed forms is not allowed.

22. ORDERS

All State Agencies are directed to issue contract purchase orders for a supply of the items required, as and when needed. Political Subdivisions of the State and Quasi State Agencies who have been authorized to purchase from contracts made by the Office of State Procurement, are directed to issue their regular purchase orders directly to the supplier, making reference to the contract and line item numbers.

23. PRICES

Prices shall be complete, including transportation/freight charges prepaid by the bidder to the destination, inside delivery, unpacking, assembly of all components and removal of all associated debris from premises. Prices should be quoted in the unit (each, box, case, hour, flat, mile, etc.) as specified in the ITB.

24. INVOICE

Invoices will be submitted by the Contractor to the Using Agency as indicated on the purchase order and the invoice should refer to the delivery ticket number, delivery date, purchase order number, quantity, unit price, net discount and delivery point. A separate invoice for each order delivered and accepted should be submitted by the Contractor in duplicate directly to the accounting department of the Using Agency. Invoices shall show the amount of any cash discount and shall be submitted on the Contractor's own invoice form.

Using Agencies are directed to pay the Contractor upon presentation of a properly executed invoice after goods have been received, inspected and accepted. Invoices will be paid within 30 days of receipt of a properly executed invoice, or receipt of goods, whichever is later. Payment will be made on the basis of unit price net discount as listed in the contract or the invoiced price, whichever is lower. Such price and payment will constitute full compensation for furnishing and delivering the requested contract commodities. In no case will the Using Agency refuse to make partial payments to the Contractor although all items have not been delivered. This payment in no way relieves the Contractor of his responsibility to effect shipment of the balance of the order.

PAYMENTS WILL BE MADE TO THE VENDOR AND TO THE ADDRESS AS SHOWN ON THE PURCHASE ORDER. ADVANCED PAYMENTS WILL NOT BE ALLOWED IN THE CONTRACT.

25. 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.

26. ELECTRONIC VENDOR PAYMENT SOLUTIONS

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and the Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from State Agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all Statewide and Agency Term Contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against the contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at DOA-OSRAP-EFT@la.gov.

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

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

| <u>Payment Type</u> | <u>Will Accept</u> | <u>Already Enrolled</u> |
|---------------------|--------------------|-------------------------|
| LaCarte | _____ | _____ |
| EFT | _____ | _____ |

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

27. CONTRACT PERIOD

The Contract will be effective upon the approval of the Office of State Procurement for an initial period of 12 months, unless otherwise terminated in accordance with the termination provisions of the contract.

28. RENEWAL

At the option of the Office of State Procurement and acceptance by the Contractor, the contract may be extended for two additional 12 month periods at the same discount structure, terms and conditions. Contract not to exceed 36 months.

29. USAGE/REPORTING REQUIREMENTS

Brand Name Contracts for Computer Peripherals are expected to have **\$50,000.00** usage annually. This usage amount may be waived in whole or in part due to extenuating circumstances, in the State's best interest. The Office of State Procurement will consider contract purchases from State Agencies, Quasi State Agencies and Political Subdivisions. The inability or failure to timely produce usage reports evidencing adequate sales may result in the cancellation of your brand name contract for a period of two years.

The Contractor shall submit detailed contract usage reports **quarterly** to the State Procurement Analyst (SPA) for the contract in accordance with the below schedule. Initiation and submission of the quarterly reports to the SPA is the responsibility of the Contractor without prompting or notification by the SPA. If these reports are not submitted in a timely manner, the Office of State Procurement (OSP) shall have the right to terminate the contract.

The specific usage report content, scope, and format requirements are available on the OSP website under Vendor Resources/Vendor Forms/Contract Usage Reporting Template:

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

In addition, the person's name who compiled the report and their contact information shall be provided. OSP reserves the right to request copies of any purchase orders issued against the contract.

The usage reports shall be submitted utilizing this format or an equivalent format that has been pre-approved by OSP. Schedule for submittal of usage reports:

| <u>Quarter</u> | <u>Reporting Period</u> | <u>Due Date</u> |
|----------------|-------------------------------|-----------------|
| First Quarter | July 1 through September 30 | October 31 |
| Second Quarter | October 1 through December 31 | January 31 |
| Third Quarter | January 1 through March 31 | April 30 |
| Fourth Quarter | April 1 through June 30 | July 31 |

The holder of any contract entered into as a result of this bid must also comply with all the requirements stipulated in the "Procedures for the Establishment and Continuance of a Brand Name Microcomputer Contract" (Most current issue at time of bid opening) where applicable. These procedures may be obtained at our website, <https://www.doa.la.gov/doa/osp/vendor-resources/>

30. ADMINISTRATIVE FEES:

The State shall be due a 1% administrative fee to be payable to the State of Louisiana, Office of State Procurement (OSP) in exchange for the management and facilitation of the contract(s) resulting from this solicitation. The calculation of the administrative fees includes any entity receiving contract pricing resulting from the awarded contracts. The administrative fees shall be submitted quarterly and shall be based on the total net (gross sales minus returns, credits and deductions) sales made to entities located in the State of Louisiana under the contract. Initiation and submission of the administrative fees to OSP is the responsibility of the Contractor without prompting or notification by the State Procurement Analyst (SPA). If these administrative fees are not submitted in a timely manner, OSP shall have the right to terminate the contract.

The check is to be made payable to: Louisiana DOA – Office of State Procurement. The check is to be mailed or sent through a courier service to the following address: Office of State Procurement, Attn: OSP Receivables Specialist, 1201 North 3rd Street, Claiborne Building – Suite 2-160, Baton Rouge, LA 70802. The calculation of the administrative fees shall begin immediately upon execution of the contract and payment shall be made in accordance with the following schedule:

| <u>Quarter</u> | <u>Payment Period</u> | <u>Payment Due Date</u> |
|----------------|-------------------------------|-------------------------|
| First Quarter | July 1 through September 30 | October 31 |
| Second Quarter | October 1 through December 31 | January 31 |
| Third Quarter | January 1 through March 31 | April 30 |
| Fourth Quarter | April 1 through June 30 | July 31 |

NOTE: THE CONTRACTOR SHALL INDICATE THE STATE CONTRACT NUMBER ON THE REMITTANCE. WHEN SUBMITTING ONE REMITTANCE FOR MORE THAN ONE CONTRACT, THE CONTRACTOR SHALL INDICATE ALL STATE CONTRACT NUMBERS AND THE AMOUNT FOR EACH.

31. CATALOG CONTRACTS

To participate in catalog contracts the successful Contractor must maintain a web presence of their catalog through a universal locator (URL) linked to the Office of State Procurement Web page, satisfy various reporting requirements, and satisfy any other requirements of the State's program, including third party audit.

Information and guidelines for these catalog contracts can be obtained from our website, <https://www.doa.la.gov/doa/osp/vendor-resources/>

The successful vendor will be given an option to participate in the catalog contract program with the State or continue with the manual process for updating contracts once established.

Definition: La. R.S. 1556(22) Defines "Established Catalog Price" as the Price included in a catalog, price list, schedule, or other form that:

- a. Is regularly maintained by a manufacturer or Contractor.
- b. Is either published or otherwise available for inspection by customers, and
- c. States prices at which sales are currently or were last made to a significant number of buyers constituting the general buying public for the supplies or services involved.

32. INSTALLATION

On-site installation should be available from the successful vendor should an Agency desire it, at the hourly fee quoted below.

Installation is limited to the initial set-up and initial diagnostics of equipment and peripherals purchased from the contract. Installation is to be used only at the time of the purchase of the component(s) from the state contract. Installation is not to be used for configuration or reconfiguration of network equipment, installation or rearrangement of in-building or outside wiring/cabling nor any other fashion.

On-Site Installation \$_____per hour

The per hour charge will be the total charge allowed per technician. Vendor may not charge a separate, additional amount for travel nor include it in calculating total installation time.

The Contractor agrees to provide customer with at least one copy of all instructive material necessary for the effective operation of the purchased equipment, at no additional cost to all subsequent updates and corrections.

33. SERVICE/HOT LINE

The Contractor shall be available for consultation service through use of a "Hot Line" telephone number. List the telephone number for users to call when technical assistance is needed:

(Area Code)

It is mandatory for the successful bidder to render prompt service to the Agencies throughout the State. Services of the successful bidder shall include calling on Agencies, examining their needs and advising them as to the proper types and selection of equipment best suited to their particular application and/or furnishing technical information at the user site when needed. Accordingly, the successful bidder must have at least one representative located in the State of Louisiana to fulfill these needs, excluding the support from the manufacturer. If not provided below, the name of the representative must be submitted upon request. In the event one representative is found insufficient to meet the needs of the State of Louisiana, the successful bidder will be required to assign additional personnel or face cancellation of the contract.

REPRESENTATIVE AND LOCATION:

34. WARRANTY

The following warranty provisions shall apply to any contract resulting from this solicitation. If the Contractor's standard warranty is other than described below, then the cost to provide warranties as specified below shall be included in the prices offered. There will be no separate charges for providing or extending warranties to meet the required provisions described below.

The Contractor shall provide the standard warranty offered by the Manufacturer for the equipment bid, except, that the warranty at a minimum shall be for a term of at least one year commencing on the date of satisfactory installation for Contractor-installed equipment, or on the date of delivery for State-installed equipment, and that the warranty includes all repairs and replacement at no cost to the State. In addition, if a unit fails within seven days of satisfactory installation (if vendor-installed) or within seven days of delivery (if State-installed), the entire unit will be replaced by the Contractor unless the standard manufacturer's warranty provides for repair of the unit, in which case, the Contractor may provide on-site repair service at no additional cost, to the extent that the standard manufacturer's warranty differs from the foregoing minimum requirements for the State required warranty, the State's minimum requirements shall prevail. The State will accept any warranty that exceeds these minimum requirements.

The above stated warranties shall be voided and shall terminate if the equipment system components are modified or altered by anyone other than the authorized Contractor personnel.

Any damages to the original equipment caused by State-added components shall void the warranty, and repair of said unit becomes the responsibility of the State.

Re-certification of warranty shall then be negotiated between the State and the Contractor. The warranty does not cover defects or damage not caused or occasioned by the Contractor.

The State/Contractor may verify machine condition or warranty through removal of any or all of the components added following initial procurement of the system.

Examples of "unit" are a keyboard, a monitor, a printer, a system unit as delivered.

The successful Contractor must be able to offer on-site warranty service within a 24 or 48 hour response time, as an option, should an Agency desire it.

Can you comply with these requirements? _____Yes _____No

35. TECHNICAL SUPPORT EXPERIENCE

In order for the State of Louisiana to ensure quality or service for any Brand Name Peripheral, the Contractor must meet the following:

1. The Contractor of a Brand Name State Contract may use a third party warranty service provider when demand for support or repair is greater than that which the Contractor's "in-house" support team can provide. At no time does this relieve the contract vendor of his responsibility to any and all requirements that the Office of State Procurement has in place for Brand Name Peripheral Contracts. Although third party warranty service providers are acceptable, this is not the preferred method of warranty repair and support. However, if a third party warranty provider(s) is utilized, it is incumbent on the contract vendor to provide evidence of the designated service provider's compliance to Number 2 below.
2. The Contractor or the designated third party service provider(s) shall utilize A+ certified service technicians as recognized by the Computing Technology Industry Association or equivalent certification, or manufacturer's trained service technicians to fulfill the warranty and service needs of contract equipment. It is preferred that the Contractor or the designated third party service providers be recognized as an A+ Authorized Service

Center by the Computing Technology Industry Association or have equivalent certification. Manufacturer's training must be for the brand name equipment as specified. The Contractor is required to furnish the Office of State Procurement proof of all training. All support personnel must have a minimum of one year of hands-on technical experience on the same type of equipment.

Bidder should submit with his bid proof of certification or training.

36. CONTRACTOR'S RESPONSIBILITY

Price Reductions:

During the course of the contract, any price reduction in the Manufacturer's Published Prices must be immediately extended to the State by the Contractor. Failure to offer the benefit of these price reductions to the State within two weeks after general announcement may result in the cancellation of the contract. These price reductions must be granted on any order not shipped. The Contractor must maintain a list of equipment on order and be able to provide a list to the Office of State Procurement within 48 hours of the request.

Consistent Component Supply:

The Contractor must agree and commit to component consistency within a product line. Specifically, but not limited to, enhance, peripheral accessories and supplies. Upgrades to each will be a normal part of the process.

Substitutes:

Only brand names and numbers stated in the award are approved for delivery under the contract and any substitution must receive prior written approval of the Office of State Procurement.

Vendor List:

The bidder who signs the execution of bid page contained herein shall be designated as prime Contractor on any contract resulting from this bid. If additional distributor vendors are authorized to receive purchase orders for items contained in said contract, the bidder should submit, with the bid, a list of those additional authorized distributors on **Exhibit 1 – Authorized Distributors** of this ITB. The prime Contractor will be responsible for the actions of any distributor vendors listed. Please use the attached form.

37. CONTRACT REVISIONS

Requests for all revisions to the contract must be submitted in writing by the representative authorized to sign the execution of the bid sheet, unless otherwise stated herein:

I, _____, duly authorized to execute the contract, hereby delegate the following person/persons to submit written requests for revisions to the contract:

1.) _____, _____
(Name) (Title)

2.) _____, _____
(Name) (Title)

3.) _____, _____
(Name) (Title)

Briefly state any restrictions as to type of revisions delegates may request.

COMMENT: _____

Requests for revisions to the contract shall be addressed to the Office of State Procurement and shall refer to the contract item number (with brief explanation of request). Distributor vendor changes, price reductions and item deletions may be requested at any time during the contract period.

The Contractor must immediately notify the Office of State Procurement when any dealer on the contract is terminated, relocated, or added. All orders placed with dealers prior to receipt of such notification to the Office of State Procurement must be honored.

Price List Changes: The price list bid shall remain firm and effective for the first three months of the contract term. Price list changes will be considered during the remainder of the contract period and during any contract renewals. The original price list discount awarded shall remain constant throughout the duration of the contract and renewals. Deeper discounts will be accepted.

Requests for price list changes must be submitted in writing by the Contractor to the Office of State Procurement and must be supported by sufficient documentation such as manufacturer's price increase, significant changes in the published market indicators for the industry, certified raw material cost data and/or any other substantiating information that may be requested by OSP. Upon receipt of the price escalation request, OSP reserves the right to accept the request, request additional information, negotiate the proposed increase, or reject the request outright. Any decision by the Office of State Procurement to grant or decline a request will be at the Office of State Procurement's sole discretion and the Office of State Procurement's decision shall be final.

Price list changes will not be effective until approval has been granted in writing by OSP. No retroactive adjustments to the price list will be allowed.

The Contractor shall immediately notify OSP of all manufacturer's price decreases and the State shall receive the full benefit of such decreases, effective the date in the manufacturer's announcement.

Contract Additions: Requests for new item additions shall be made in accordance with the "Procedures for the Establishment and Continuance of a Brand Name Microcomputer Contract", most current edition at time of bid opening. The procedures may be obtained from our website, <https://www.doa.la.gov/doa/osp/vendor-resources/>. Any new items added during the contract shall be offered at a discount equal to or greater than the minimum discount(s) awarded. **For any items added to a contract that require being legally relabeled as the brand name specified in the contract, the Contractor may be required to submit the original manufacturer's published price for those items, in addition to providing the published price list or type notarized listing of prices for the brand specified in the contract. The contract price for these items cannot exceed the original equipment manufacturer's published price.**

Revisions will become effective upon approval by the Office of State Procurement.

38. CONTRACT UTILIZATION

By submitting a bid, bidder acknowledges that he agrees to the following terms that will be part of any resulting contract(s) awarded from this solicitation:

The contract has been designated as a Louisiana Pricing Schedule ("LaPS"). The State intends to use the following process before placing orders under the contract, and the Contractor explicitly understands and agrees to the use of this process before accepting orders under the contract. Where multiple LaPS contracts exist for functionally equivalent products and/or services and the procurement exceeds the defined maximum value for small purchases established by executive order of the Governor, all eligible users of these contracts will utilize the following procedures:

- 1) Prepare a Request for Responses (an informal process used to make a best value determination) that includes, if applicable:

- A) Performance-based statement of work that includes such things as:
 - The work to be performed
 - Location of work
 - Period of Performance
 - Deliverable schedule
 - Applicable performance standards
 - Acceptance criteria
 - Any special requirements (e.g., security clearances, special knowledge, etc.)
 - The products required (using a generic description of products and functions whenever possible).
 - B) If necessary or applicable, a request for submittal of a project plan for performing the task and information on the Contractor's experience and/or past performance performing similar tasks.
 - C) A best value determination is one that considers, in addition to underlying contract pricing, such factors as:
 - Probable life of the item selected
 - Environmental and energy efficiency considerations
 - Technical qualifications
 - Delivery terms
 - Warranty
 - Maintenance availability
 - Administrative costs
 - Compatibility of an item within the user's environment
 - User's familiarity with the item or service
 - D) A request for submittal of a firm-fixed total price for labor and/or products which are no higher than prices in the LaPS contract.
- 2) Submit the Request for Response to at least three LaPS contract holders, whenever available, offering functionally equivalent products and/or services that will meet the Agency's needs.
- 3) Evaluate responses and select the Contractor to receive the order:
- A) After responses have been evaluated, the order shall be placed with the Contractor that represents the best value that meets the Agency's needs. The Ordering Agency should give preference to small entrepreneurship or small and emerging businesses when two or more Contractors can provide the services and/or products at the same firm-fixed price.
 - B) The Ordering Agency shall document in the procurement file the evaluation of the Contractors' responses that formed the basis for selection. The documentation shall identify the Contractor from which the services and/or products were purchased, the services and/or products purchased, and the cost of the resulting purchase order.
 - C) Purchases shall not be artificially divided to avoid the requirements of this section when recurring requirements for same products are known.

39. 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 contract.

The 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 the 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.

The 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 the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require the Contractor, at 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) the State's unauthorized modification or alteration of a Product, Material, or Service; (ii) the State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by the Contractor; (iii) the State's use in other than the specified operating conditions and environment.

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

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, the Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two times the charges for 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 to the Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

40. INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract 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 shall be included in the bidder's pricing.

A. Minimum Scope and Limits of Insurance

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law 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.

2. 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.

3. 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.

B. 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.

C. Other Insurance Provisions

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

1. Commercial General Liability and Automobile Liability Coverages

a. 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.

b. 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 contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. 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.

3. All Coverages

a. All policies must be endorsed to require 30 day written notice of cancellation to the Agency. 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, the Contractor is required to notify the Agency of policy cancellations or reductions in limits.

- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or the 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.
- c. 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.
- d. 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.

D. 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 30 days.

E. Verification of Coverage

- 1. The 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 contract renewal or insurance policy renewal thereafter.
- 2. The Certificate Holder shall be listed as follows:
State of Louisiana
1201 North Third St.
Claiborne Bldg., Suite 2-160
Baton Rouge, LA 70802
- 3. In addition to the Certificates, the Contractor shall submit the declarations page and the cancellation provision 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 contract, 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 contract.

F. Subcontractors

The Contractor shall include all subcontractors as insureds 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 subcontractors' Certificates at any time.

G. Workers Compensation Indemnity

In the event the Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that the 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 the Contractor, its owners, agents and employees. The parties further agree that the Contractor is a wholly independent Contractor and is exclusively responsible for its employees, owners, and agents. The 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 the contract.

41. ASSIGNMENT

The Contractor shall not assign any interest in the contract by assignment, transfer or novation without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning 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.

42. RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five 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.

43. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of the contract is contingent upon the continuation of an 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 a contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the last day of the fiscal year for which funds were appropriated.

44. WAIVER CLAUSE

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

45. SEVERABILITY

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

46. CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of products/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.

47. APPLICABLE LAW

The contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. 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.

48. CONTRACT CONTROVERSIES

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

49. 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 is to 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 (OTS).

PLEASE SIGNIFY YOUR AGREEMENT TO COMPLY WITH ALL OF THE REQUIREMENTS STIPULATED HEREIN BY SIGNING BELOW:

I, _____, representing _____
(Authorized Representative Signature) (Name of Company)

HEREBY AGREE TO THE REQUIREMENTS STIPULATED HEREIN.

Please print or type the name of the signing authority, company name, phone number, fax number, and email address below:

SIGNING AUTHORITY: _____

COMPANY NAME: _____

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

Minimum Discount(s):

CATEGORY I: Audio/Visual Equipment DISCOUNT _____%

CATEGORY II: Presentation Equipment & Accessories DISCOUNT _____%

CATEGORY III: Computer Support Furniture DISCOUNT _____%

CATEGORY IV: Projectors and Supplies DISCOUNT _____%

CATEGORY V: Computer Accessories DISCOUNT _____%

CATEGORY VI: Microcomputers DISCOUNT _____%

OR

ALL ITEMS: _____%

Retail price, minimum discount percent and the actual discounted price offered for each individual item are listed on Attachment B.

EXHIBIT 1

AUTHORIZED DISTRIBUTORS

Please list the complete name, business address, phone number, fax number, email address, etc. of all vendors who are authorized to accept purchase orders against the contract.

- 1) **VENDOR NAME:** _____
 BUSINESS ADDRESS: _____
 PHONE NUMBER: _____
 FAX NUMBER: _____
 EMAIL ADDRESS: _____

- 2) **VENDOR NAME:** _____
 BUSINESS ADDRESS: _____
 PHONE NUMBER: _____
 FAX NUMBER: _____
 EMAIL ADDRESS: _____

- 3) **VENDOR NAME:** _____
 BUSINESS ADDRESS: _____
 PHONE NUMBER: _____
 FAX NUMBER: _____
 EMAIL ADDRESS: _____

- 4) **VENDOR NAME:** _____
 BUSINESS ADDRESS: _____
 PHONE NUMBER: _____
 FAX NUMBER: _____
 EMAIL ADDRESS: _____

EXHIBIT 2

BIDDER IDENTIFICATION

Identify your response below as one of the following:

- _____ 1) The original manufacturer providing direct sales support of the products/services in full compliance with all terms and conditions of the contract.
- _____ 2) The original manufacturer choosing to designate authorized distribution/channel partners certified to provide direct sales and support the products in full compliance with all terms and conditions of the contract.
- _____ 3) A third party authorized by the original manufacturer to provide sales and support of the products, directly or through certified sub-contractors in full compliance with all terms and conditions of the contract.
- _____ 4) Holders of re-labeling agreements authorized by the original manufacturer to provide sales and support of the products, directly or through certified sub-contractors in full compliance with all terms and conditions of the contract.