



**STATE OF LOUISIANA**  
Department of Transportation & Develop.  
INVITATION TO BID

**RESPONSES WILL BE  
PUBLICLY OPENED**

03/21/2025  
10:00 AM CST

Vendor No.: \_\_\_\_\_  
Solicitation: 3000024376  
Opening Date: 03/21/2025

Vendor Name and Address: (to be completed by Vendor)

**SUBMIT NON-ELECTRONIC RESPONSE TO:  
PO BOX 94245**

**RFx Number:** 3000024376  
**Version:** 1  
**Buyer:** ALICE SMITH  
**Buyer Phone:** 225-379-1463  
**E-Mail:** alice.smith@la.gov  
**Scheduled Begin Date:**  
**Scheduled End Date:**  
**T-Number:**

QUESTIONS TO BE COMPLETED BY VENDOR	Required
1. _____ Delivery will be made this number of days After Receipt of Order (ARO)	NO
2. _____ %discount for payment made within 30 days. Discounts for payment made in less than 30 days, of less than 1%, or applicable to an indefinite quantity contract will be accepted but will not be an award consideration.	NO

**Name of Solicitation:** DOTD TS2 Traffic Signal Cabinet Contract

**RFx text:**

This is a request for sealed bids only. This is not an order to deliver. Please note the RFx number and bid opening date on the outside of your bid envelope. Please submit your bid(s) before the stated bid opening date and time. Bids received after the set opening date and time will be rejected.

The Department of Transportation and Development does not participate in online submittal via the Vendor Portal.

FOR QUESTIONS REGARDING THIS RFx, PLEASE CONTACT KEVIN WALKER, 225-379-1462, KEVIN.WALKER@LA.GOV

**CONTRACT DESCRIPTION**

Annual contract to furnish Ground Mount and Pole Mount TS 2 Traffic Signal Cabinet Assemblies and replacement component parts for a period of twelve (12) months beginning date of award.

VENDOR TELEPHONE NUMBER: EMAIL ADDRESS:	TITLE	DATE
Signature of Authorized Bidder	Name of Bidder (Typed or printed)	

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## SPECIAL INSTRUCTIONS

All bid prices shall be in the unit of measure shown and shall remain firm for the contractual period.

Unit price bid must not exceed two (2) digits to right of decimal point. Unit price submitted beyond two (2) digits will be rounded off to the nearest second digit.

All bid prices shall include all costs incidental to any license or patent that may be held by any company. Bidder agrees to hold the Department of Transportation and Development harmless from any claims, suits, costs or penalties for infringement or use of a licensed or patented products.

Bid prices must be net including transportation and handling charges fully prepaid to the destination (FOB Destination). Bids containing a C.O.D. requirement will not be considered for award.

## ATTACHMENTS

Please ensure all documents related to the RFx are reviewed prior to submitting a bid response. The following documents are attached:

TCS No. 155, Revised 2/13/25  
 Bid Submission Instructions  
 US & LA Preference Statements  
 Cooperative Purchase Agreement

## LITERATURE AND SAMPLING

All bidders should furnish descriptive literature with bid. Literature may be required during evaluation. Failure to provide documentation as requested may cause your bid to be rejected.

Products are subject to laboratory testing before final acceptance.

Low bidder may be required to submit a sample of each product bid. If requested, sample must be furnished at vendor's expense and should be received within forty-five (45) business days from date of request (excluding holidays, and unforeseen office closures). Package should be clearly labeled with company name, brand name and number and RFx number.

## BASIS OF AWARD

The Department reserves the right to award items separately, grouped, or on an all-or-none basis and to reject any or all bids and waive any informalities. A split award will be considered if it is in the best interests of the State.

Discounts are accepted but will not be considered in determining low bidder.

## QUANTITIES

The quantities listed in each line item are based on the Departments estimated annual usage only. No specific quantities are given or guaranteed. Only actual quantities as required by the Department during the contract period will be ordered.

The Contractor must supply actual quantities ordered, whether the total of such quantities are more or less than the estimated quantities shown on the solicitation. The Department reserves the right to increase or decrease quantities at the same unit prices, terms and conditions stated in the bid for the life of the contract.

Bids specifying a minimum delivery/order quantity will not be considered for award.

NOTE: The Department anticipates an initial estimated order of 35 Ground Mount Cabinets and an initial estimated order of 10 Pole Mount Cabinets. The Department intends, but does not guarantee, to place orders at least twice per year in August and January. The order periods may vary depending on the date of award and other unforeseen factors.

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## TECHNICAL SUPPORT

Contractor shall provide phone/online technical support for TS 2 Traffic Cabinets. Technical support contact information shall be provided to the State Traffic Signal Engineer. Contractor must notify the State Traffic Signal Engineer of any contact information changes.

## CONTINUATION OF CONTRACT

At the option of the Department of Transportation and Development and acceptance by the Contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same terms, prices and conditions. Contract not to exceed thirty-six (36) months.

Prior to exercising the Department's option to extend the contract, the Department will determine if an extension is in the best interest of the Department, taking into consideration current market conditions, trends, cost factors, price comparisons with similar service in other states and various other factors as determined by the DOTD Procurement Director.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. 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 or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## TERMINATION OF CONTRACT

The Department reserves the right to terminate this contract prior to the end of the contract period upon giving a thirty (30) day written notice to the Contractor if it is considered in the best interest of the Department.

The Department reserves the right to terminate this contract prior to the end of the contract period upon giving a ten (10) day written notice to the Contractor for failure to deliver within the time specified in the contract, failure of the product or service to meet specifications, failure to conform to sample quality, failure to be delivered in good condition, unsatisfactory performance, unsatisfactory delivery, unsatisfactory service, misrepresentation by the Contractor, fraud, collusion, conspiracy or other unlawful means of obtaining the contract, conflict of contract provisions with constitutional or statutory provisions of State or Federal Law, and/or breach of contract.

All orders delivered prior to the effective date of any termination shall be paid for by the Department in accordance with the terms of the contract, whereupon all obligations of both parties to the contract shall cease.

## COOPERATIVE PURCHASE AGREEMENT

Vendors accepting the Cooperative Purchase Agreement understand and agree that deliveries to other State Agencies, Political Subdivisions or Quasi Agencies will be on a statewide basis. Failure to mark "no" on the Cooperative Purchase Agreement form will constitute acceptance of the agreement. Conditions contrary to the terms and conditions of the Cooperative Purchase Agreement will not be accepted.

## PURCHASE ORDERS

Purchase Orders will be issued by the Department for an actual quantity that is required and all other pertinent data necessary for the Contractor to make proper delivery. In no event shall delivery be made without proper authorization.

## DELIVERY INSTRUCTIONS AND PACKAGING

Contractor will be required to furnish the materials supplied under this contract within the Delivery

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Days ARO as listed on their bid response.

Each cabinet shall be packaged in accordance with industry standards and include a label that contains, at a minimum, the following information: Contract Number, Purchase Order No., Manufacturer's Name, and Product Description.

Cabinet components shall be packaged as indicated in their line-item description.

In the event the shipment does not meet the requirements, the vendor will bear the sole responsibility of return charges.

#### DAMAGE IN SHIPMENT

Shipments under this contract shall be F.O.B. Destination, therefore, the title to the goods remains with the Contractor until accepted by the Department. However, the Department has a responsibility to report any damage immediately to the Contractor. In all cases, damage (except concealed damage) shall be noted on the freight bill at the time the shipment is received by the Department.

#### INVOICES

Upon each delivery and its acceptance by the Department, the Contractor shall bill the Department by means of an invoice and such invoice shall make reference to the Purchase Order Number on which delivery was made. At the time of delivery, the Contractor is to make a delivery ticket on his own form showing a complete description, the exact quantity delivered, price and extension, and the Purchase Order Number.

Contractor shall submit invoices directly to the address shown on the Purchase Order. Invoice price must agree with contract price.

#### PAYMENTS

After receipt and acceptance of the order and receipt of a valid invoice, payment will be made by the Department within the discount period, or within thirty (30) calendar days from receipt of correct invoice. If the Contractor proposes a discount, the discount period will start from receipt of correct invoice.

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources, DOTD strongly encourages vendor to participate in accepting Electronic Funds Transfer (EFT) payments.

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 is available at [www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf](http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf).

#### VENDOR REGISTRATION

Vendor registration should be completed in LaPac prior to bid submission. This only applies to those vendors that have not registered in LaPac.

Vendor registration must be completed prior to award.

Receipt of a solicitation or award cannot be relied upon as an assurance of receiving future solicitations. In order to receive e-mail notification of solicitations/awards from this office, you must enroll in the proper category on LaPac at the following web site:  
<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

Bidders who are a Louisiana or foreign LLC or corporation should be appropriately registered with the Louisiana Secretary of State. Website: [www.sos.la.gov](http://www.sos.la.gov)/Phone 225-925-4704.

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
1	<b>Product ID: 51050 Product Category:46161500</b> CABINET,SIGNAL,TRAFFIC,TS 2,GROUND MOUNT  MUST BE COMPATIBLE WITH BOTH TYPE 1 AND TYPE 2 NEMA TS 2 CUBIC/TRAFFICWARE SERIES 900 ATC, MODEL NO. 980-B240 CONTROLLER UNITS;  CABINET SHALL MEET THE REQUIREMENTS OF NEMA STANDARDS PUBLICATION TS2- 2021 AND TCS NO. 155, REVISED 2/13/25  BRAND: _____  MODEL: _____	50	EA		
2	<b>Product ID: 51060 Product Category:46161500</b> CABINET,SIGNAL,TRAFFIC,TS 2,POLE MOUNT  MUST BE COMPATIBLE WITH BOTH TYPE 1 AND TYPE 2 NEMA TS 2 CUBIC/TRAFFICWARE SERIES 900 ATC, MODEL NO. 980-B240 CONTROLLER UNITS;  CABINET SHALL MEET THE REQUIREMENTS OF NEMA STANDARDS PUBLICATION TS2- 2021 AND TCS NO. 155, REVISED 2/13/25  BRAND: _____  MODEL: _____	20	EA		
3	<b>Product ID: 51420 Product Category:46161500</b> POWER SUPPLY,F/TS 2 CABINETS  SHALL MEET THE REQUIREMENTS OF NEMA STANDARDS PUBLICATION TS 2-2021 AND TCS NO. 155, REVISED 2/13/25.  MUST INCLUDE A STANDARD MANUFACTURER'S WARRANTY. EACH POWER SUPPLY SHALL BE INDIVIDUALLY PACKAGED ONE (1) UNIT PER PACKAGE. PACKAGE MUST BE LABELED, AT A MINIMUM, WITH THE BRAND/MANUFACTURER'S NAME AND MODEL/PART NO., A PRODUCT DESCRIPTION, AND THE DOTD PURCHASE ORDER NO.  BRAND: _____	10	EA		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	MODEL: _____				
4	<b>Product ID: 11000 Product Category:46161500</b> SWITCH,LOAD,SOLID STATE,3-CIRCUIT  FOR TS 2 CABINETS; SHALL MEET THE REQUIREMENTS OF NEMA STANDARDS PUBLICATION TS 2-2021 AND TCS NO. 155, REVISED 2/13/25  MUST INCLUDE A STANDARD MANUFACTURER'S WARRANTY. MUST BE INDIVIDUALLY PACKAGED ONE (1) UNIT PER PACKAGE. PACKAGE MUST BE LABELED, AT A MINIMUM, WITH THE BRAND/MANUFACTURER'S NAME AND MODEL/PART NO., A PRODUCT DESCRIPTION, AND THE DOTD PURCHASE ORDER NO.  BRAND: _____  MODEL: _____	25	EA		
5	<b>Product ID: 54050 Product Category:46161500</b> CARD,DETECTOR,LOOP,4-CHANNEL,W/O DELAY  FOR TS 2 CABINETS; SHALL MEET THE ENVIRONMENTAL, FUNCTION, DIMENSIONAL AND DESIGN REQUIREMENTS OF NEMA STANDARDS PUBLICATION TS 2-2021 AND TCS NO. 155, REVISED 2/13/25  MUST INCLUDE A STANDARD MANUFACTURER'S WARRANTY AND A SET UP MANUAL. EACH CARD MUST BE INDIVIDUALLY PACKAGED ONE (1) UNIT PER PACKAGE. PACKAGE MUST BE LABELED, AT A MINIMUM, WITH THE BRAND/MANUFACTURER'S NAME AND MODEL/PART NO., A PRODUCT DESCRIPTION, AND THE DOTD PURCHASE ORDER NO.  BRAND: _____  MODEL: _____	25	EA		
6	<b>Product ID: 51052 Product Category:46161500</b> MMU2,MALFUNCTION MANAGEMENT UNIT 2  16-CHANNEL SOLID STATE UNIT FOR TS 2 CABINETS; SHALL MEET THE REQUIREMENTS OF NEMA STANDARDS PUBLICATION	25	EA		

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	<p>TS 2-2021 AND TCS NO. 155, REVISED 2/13/25</p> <p>MUST INCLUDE A STANDARD MANUFACTURER'S WARRANTY AND AN OPERATING MANUAL. EACH MMU2 MUST BE INDIVIDUALLY PACKAGED ONE (1) UNIT PER PACKAGE. PACKAGE MUST BE LABELED, AT A MINIMUM, WITH THE BRAND/MANUFACTURER'S NAME AND MODEL/PART NO., A PRODUCT DESCRIPTION, AND THE DOTD PURCHASE ORDER NO.</p> <p>BRAND: _____</p> <p>MODEL: _____</p>				
7	<p><b>Product ID: 51051 Product Category:46161500</b>            BIU,BUS INTERFACE UNIT,24 VDC</p> <p>FOR TS 2 CABINETS; SHALL MEET THE REQUIREMENTS OF NEMA STANDARDS PUBLICATION TS 2-2021 AND TCS NO. 155, REVISED 2/13/25</p> <p>MUST INCLUDE A STANDARD MANUFACTURER'S WARRANTY AND A MANUAL. EACH UNIT MUST BE INDIVIDUALLY PACKAGED ONE (1) UNIT PER PACKAGE. PACKAGE MUST BE LABELED, AT A MINIMUM, WITH THE BRAND/MANUFACTURER'S NAME AND MODEL/PART NO., A PRODUCT DESCRIPTION, AND THE DOTD PURCHASE ORDER NO.</p> <p>BRAND: _____</p> <p>MODEL: _____</p>	25	EA		

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## INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED, WRITTEN IN INK OR SUBMITTED ONLINE VIA THE VENDOR PORTAL, WHICHEVER IS APPLICABLE. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK OR SUBMITTED ONLINE VIA THE VENDOR PORTAL, WHICHEVER IS APPLICABLE.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: ADDRESSED IN THE SPECIAL TERMS AND CONDITIONS SECTION IF APPLICABLE.
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED: ADDRESSED IN THE SPECIAL TERMS AND CONDITIONS SECTION.
7. DESIRED DELIVERY: ADDRESSED IN THE SPECIAL TERMS AND CONDITIONS SECTION.
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED ONLINE VIA THE VENDOR PORTAL, WHICHEVER IS APPLICABLE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL TERMS AND CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
10. IMPORTANT: BY SIGNING THE BID OR SUBMITTING THE BID ONLINE VIA THE VENDOR PORTAL (WHICHEVER IS APPLICABLE) THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK OR SUBMITTED ONLINE VIA THE VENDOR PORTAL, WHICHEVER IS APPLICABLE, BY A PERSON AUTHORIZED TO BIND THE VENDOR. ALL BID INFORMATION SHALL BE IN INK, TYPEWRITTEN, OR SUBMITTED ONLINE VIA THE VENDOR PORTAL, WHICHEVER IS APPLICABLE.
11. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.
12. CONFERENCE: ADDRESSED IN THE SPECIAL TERMS AND CONDITIONS SECTION IF APPLICABLE.

### 13. BID FORMS

ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED AND PROPERLY SIGNED (SEE NO.30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID SUBMITTED ON PAPER CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
- B. BID FILLED OUT IN PENCIL; AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION OR SUBMITTED ONLINE VIA THE VENDOR PORTAL, WHICHEVER IS APPLICABLE, PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. FAX ALTERATIONS, NOT INVOLVING PRICING, TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED BID FORM AND FAXED ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING. ALTERATIONS TO PRICE MUST BE RECEIVED IN A SEALED ENVELOPE WITH THE BID NUMBER, OPENING DATE AND TIME DISPLAYED ON THE OUTSIDE OF THE ENVELOPE AND TIME STAMPED BEFORE BID OPENING OR VIA THE ONLINE VENDOR PORTAL, WHICHEVER IS APPLICABLE. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.

### 14. STANDARDS OF QUALITY



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ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, AND ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

#### 15. DESCRIPTIVE INFORMATION

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. 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 SHOULD STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

#### 16. 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 IN ACCORDANCE WITH LA R.S. 44.I. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS.

#### 17. PRICES

UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

#### 18. DELIVERIES

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

#### 19. TAXES

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

#### 20. NEW PRODUCTS

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, 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 SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

#### 21. CONTRACT RENEWALS

UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM 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.

#### 22. CONTRACT CANCELLATION

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY FOR ANY OF THE FOLLOWING REASONS:

(A) MISREPRESENTATION BY THE CONTRACTOR; (B) CONTRACTOR'S FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE OF LOUISIANA; (C) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (D) ABUSIVE OR BELLIGERENT CONDUCT BY CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF THE STATE; (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE PROCUREMENT CODE (LA R.S. 39:1551 ET SEQ.) AND ITS CORRESPONDING REGULATIONS; OR, (F) ANY LISTED REASON FOR DEBARMENT UNDER LA R.S. 39:1672.

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THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION: OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. THE STATE SHALL PAY CONTRACTOR FOR, IF APPLICABLE: (A) DELIVERABLES IN PROGRESS; (B) THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY; AND, (C) FOR TRANSACTION-BASED SERVICES UP TO THE DATE OF TERMINATION, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT FOR CAUSE BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION FOR ANY OF THE FOLLOWING NON-EXCLUSIVE REASONS: (A) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (B) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; OR, (C) ANY OTHER BREACH OF CONTRACT.

### **23. DEFAULT OF CONTRACTOR**

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED OR TO PROVIDE THE SERVICES AS SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE 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.

### **24. ORDER OF PRIORITY**

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL TERMS AND CONDITIONS, THE SPECIAL TERMS AND CONDITIONS SHALL GOVERN.

### **25. APPLICABLE LAW**

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

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

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL EMPLOYMENT OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE DISCRIMINATION ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, DISABILITY, OR AGE IN ANY MATTER RELATING TO EMPLOYMENT. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

### **27. ADA ACCESSIBILITY REQUIREMENTS**

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 AA 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 THE STATE OF LOUISIANA OFFICE OF STATE PROCUREMENT (THE "STATE") IN WRITING OF THE NONCONFORMANCE AND SHALL PROVIDE THE STATE 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 THE STATE 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 THE STATE.

### **28. SPECIAL ACCOMMODATION**

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS 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 REASONABLY PROVIDED, THE

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INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

#### **29. 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.

#### **30. SIGNATURE AUTHORITY**

ATTENTION: R.S. 39:1594(C)(4) REQUIRES EVIDENCE OF AUTHORITY TO SIGN AND SUBMIT BIDS TO THE STATE OF LOUISIANA. YOU MUST INDICATE WHICH OF THE FOLLOWING APPLY TO THE SIGNER OF THIS BID.

FOR THE PURPOSES OF LAGOV SUPPLIER PORTAL BIDDING, THE SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER IS REPRESENTED BY THE LAGOV SUPPLIER PORTAL USER LOG-IN ID. THE NAME OF AUTHORIZED SIGNATORY OF BIDDER IS REPRESENTED BY THE CONTACT PERSON ASSOCIATED WITH THE LAGOV SUPPLIER PORTAL USER LOG-IN ID.

#### **PLEASE CIRCLE ONE:**

1. THE SIGNER OF THIS BID IS EITHER A CORPORATE OFFICER WHO IS LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE OR A MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM AS REFLECTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE. A COPY OF THE ANNUAL REPORT OR PARTNERSHIP RECORD MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.
2. THE SIGNER OF THE BID IS A REPRESENTATIVE OF THE BIDDER AUTHORIZED TO SUBMIT THIS BID AS EVIDENCED BY DOCUMENTS SUCH AS, CORPORATE RESOLUTION, CERTIFICATION AS TO CORPORATE PRINCIPAL, ETC. IF THIS APPLIES A COPY OF THE RESOLUTION, CERTIFICATION, OR OTHER SUPPORTIVE DOCUMENTS SHOULD 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.

**31.** IN ACCORDANCE WITH THE PROVISIONS OF R.S. 39: 2192, IN AWARDED CONTRACTS AFTER AUGUST 15, 2010, ANY PUBLIC ENTITY IS AUTHORIZED TO REJECT A PROPOSAL OR BID FROM, OR NOT AWARD THE CONTRACT TO, A BUSINESS IN WHICH ANY INDIVIDUAL WITH AN OWNERSHIP INTEREST OF FIVE PERCENT OR MORE, HAS BEEN CONVICTED OF, OR HAS ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO ANY STATE FELONY OR EQUIVALENT FEDERAL FELONY CRIME COMMITTED IN THE SOLICITATION OR EXECUTION OF A CONTRACT OR BID AWARDED UNDER THE LAWS GOVERNING PUBLIC CONTRACTS UNDER THE PROVISIONS OF CHAPTER 10 OF TITLE 38 OF THE LOUISIANA REVISED STATUTES OF 1950, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.

#### **32. FEDERAL CLAUSES, IF APPLICABLE**

##### **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.

##### **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

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UNDER NON-EXEMPT CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

**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).

**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.

**ANTI-LOBBYING AND DEBARMENT ACT**

THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUTES IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.

**33. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

IN ACCORDANCE WITH LA R.S. 39:1602.1, THE FOLLOWING APPLIES TO ANY BID WITH A VALUE OF \$100,000 OR MORE AND TO VENDORS WITH FIVE OR MORE EMPLOYEES:

BY SUBMITTING A RESPONSE TO THIS SOLICITATION, THE BIDDER OR PROPOSER CERTIFIES AND AGREES THAT THE FOLLOWING INFORMATION IS CORRECT: IN PREPARING ITS RESPONSE, THE BIDDER OR PROPOSER HAS CONSIDERED ALL PROPOSALS SUBMITTED FROM QUALIFIED, POTENTIAL SUBCONTRACTORS AND SUPPLIERS, AND HAS NOT, IN THE SOLICITATION, SELECTION, OR COMMERCIAL TREATMENT OF ANY SUBCONTRACTOR OR SUPPLIER, REFUSED TO TRANSACT OR TERMINATED BUSINESS ACTIVITIES, OR TAKEN OTHER ACTIONS INTENDED TO LIMIT COMMERCIAL RELATIONS, WITH A PERSON OR ENTITY THAT IS ENGAGING IN COMMERCIAL TRANSACTIONS IN ISRAEL OR ISRAEL-CONTROLLED TERRITORIES, WITH THE SPECIFIC INTENT TO ACCOMPLISH A BOYCOTT OR DIVESTMENT OF ISRAEL. THE BIDDER HAS ALSO NOT RETALIATED AGAINST ANY PERSON OR OTHER ENTITY FOR REPORTING SUCH REFUSAL, TERMINATION, OR COMERCIAALLY LIMITING ACTIONS. THE STATE RESERVES THE RIGHT TO REJECT THE RESPONSE OF THE BIDDER OR PROPOSER IF THIS CERTIFICATION IS SUBSEQUENTLY DETERMINED TO BE FALSE, AND TO TERMINATE ANY CONTRACT AWARDED BASED ON SUCH A FALSE RESPONSE.

**34. 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 CONTRACTS 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.

**35. CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT**

BY SIGNING AND SUBMITTING ANY BID FOR \$25,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN "AUDIT REQUIREMENTS IN SUBPART F OF THE OFFICE OF MANAGEMENT AND

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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](https://www.sam.gov).

**36. SECRETARY OF STATE REGISTRATION**

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.

**37. ALL BID AMOUNTS SHALL BE SUBMITTED IN UNITED STATES DOLLARS.**

**38. INDEPENDENT PRICE DETERMINATION**

BY SIGNING AND SUBMITTING A BID, THE BIDDER CERTIFIES THAT THE PRICE SUBMITTED WAS INDEPENDENTLY ARRIVED AT WITHOUT COLLUSION.

**39. E-VERIFY**

THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF LA R.S. 23:995 AND FEDERAL LAW PERTAINING TO E-VERIFY IN THE PERFORMANCE OF SERVICES UNDER THE CONTRACT.