

REQUEST FOR PROPOSAL

for Network Electronics

CADDO PARISH SCHOOL BOARD
1961 Midway Avenue
Shreveport, Louisiana 71108



RFP Number: RFP 02-24

Proposals Will Be Accepted Until:

10:30 AM., CST
TUESDAY, NOVEMBER 07, 2023

Caddo Parish School Board
Purchasing Department
1961 Midway Avenue
Shreveport, Louisiana 71108

TENTATIVE TIMELINE OF PROPOSAL ACTIVITIES

A. Schedule of Activities: The following tentative timeline has been established for the benefit of both CPSB and the vendors responding to the RFP.

ACTIVITY	Date	Time
1. Release of Request For Proposals to Vendors and First Public Notice Published in Shreveport Times	October 05, 2023	N/A
2. Second Public Notice Published in the Shreveport Times	October 12, 2023	N/A
3. Deadline for Questions	October 17, 2023	3:00pm
4. Proposal Opening date	November 07, 2023	10:30am
5. Interviews (As invited, if needed)	To Be Determined	N/A
6. Submit Board Recommendation	December 05, 2023	N/A
7. Expected Board Approval	December 19, 2023	4:30pm

Responses will be accepted until 10:30am CST on TUESDAY, NOVEMBER 07, 2023.

It is the responsibility of the vendor to check the district's website for any addenda that may be issued related to the RFP at the link provided below or via the Bid Express website.

<https://www.caddoschools.org/page/purchasing>

REQUEST FOR PROPOSAL**October 5, 2023****RFP NO. 02-24**

CADDO PARISH SCHOOL BOARD
 1961 MIDWAY AVENUE
 SHREVEPORT, LA 71108

Shavonda Scott, MBA
 PH: 318.603.6481
smcscott@caddoschools.org

BID TITLE: NETWORK ELECTRONICS**SEALED PROPOSALS WILL BE ACCEPTED UNTIL: 10:30 A.M.CST ON Tuesday, November 07, 2023**

IMPORTANT: The Instructions/Provisions to bidders are available for download and printing at the CPSB website: www.caddoschools.org (Click on Bids and RFP's) or may be picked up from the CPSB Purchasing Department, 1961 Midway Avenue. If you choose to access from the CPSB website, the Instructions/Provisions will be incorporated by reference with the same force and effect as if set forth in full text.

Dates Advertised: October 5th & October 12th, 2023

Shavonda M. Scott, MBA, Director of Purchasing

TO BE COMPLETED BY BIDDER:

LEGAL NAME OF BIDDER:

MAILING ADDRESS:

CITY, STATE, ZIP CODE:

TELEPHONE NO: ()

FAX NO: ()

BIDDER CERTIFICATION AND IDENTIFICATION: I/We certify that this bid is made without prior understanding, agreement of connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I/We further certify that none of the principals or majority owners of the firm or business submitting this bid are at the same time connected with or employed by the Caddo Parish School Board.

ASSIGNMENT: The submission of a bid under the terms of these specifications constitutes agreement to the following antitrust provision: For good cause and as consideration for executing this purchase and/or contract, I/we hereby convey, sell, assign and transfer to the Caddo Parish School Board all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular goods or services purchased or acquired by the Caddo Parish School Board.

We understand that other bid forms or supplementary statements (unless required by the specifications) dealing with the price quotation will be ignored. Current literature, catalogs, pictures and a complete identification of each item bid have been included and made a part of this bid. I/We understand this bid may be rejected for failure to fully describe the products bid herein.

I/WE HAVE CHECKED THIS BID FOR MATHEMATICAL AND TYPOGRAPHICAL ERRORS.

AUTHORIZED SIGNATURE:

DATE SIGNED:

NAME (PRINTED/TYPED):

TITLE:

EMAIL:

BIDDER QUALIFICATION: The form of business organization under which this bid is submitted is as follows:

A CORPORATION incorporated under the laws of the State of _____ and (is) (is not) authorized to do business in the State of Louisiana.

A PARTNERSHIP. Names of Partners: _____

AN INDIVIDUAL trading and doing business under a name and style other than his own. The Owner's Name is: _____

BID BOND: Not Required for this Solicitation.**PERFORMANCE BOND:** Not required for this Solicitation.**ACKNOWLEDGEMENT OF ADDENDA RECEIVED:**

Addendum No. 1 Dated:

Addendum No. 2 Dated:

Addendum No. 3 Dated:

Addendum No. 4 Dated:

GENERAL INSTRUCTIONS TO BIDDERS

1.0 PREPARING AND SUBMITTING OF BIDS

- 1.1 INSTRUCTIONS. These instructions define the conditions of the bid solicitation and the specifications of the goods or services desired.
- 1.2 BID PROPOSAL FORM. The bid **MUST** be submitted on the form furnished by the Caddo Parish School Board or submitted electronically at the designated electronic bid site. No other form or format is acceptable.
 - 1.2.1 The BID PROPOSAL FORM defines the requirements of the items to be purchased or the work to be done. The BID PROPOSAL FORM must be signed by the bidder in the space provided. The authority of the person signing the BID PROPOSAL FORM shall be in accordance with LRS 38:2212.0.
 - 1.2.2 ITEM SPECIFICATIONS. Specifying of a certain brand, make or manufacturer is to denote the quality, type and standard of the article desired. Articles offered must be new merchandise (unless specifically excepted) and must be of equal or superior grade.
- 1.3.0 TRADE NAMES AND MATERIALS
 - 1.3.1 Where materials or equipment are specified by a trade or brand name, it is not the intention of the CPSB to discriminate against an equal product of another manufacturer.
 - 1.3.2 It is to be understood that the use of such brand name or trade name is to define a standard of quality, character, and performance as well as establish an equal basis for the evaluation of bids.
 - 1.3.3 **Bids are not restricted to the specific brand, make, or manufacturer named. Equivalent products will be acceptable.**
 - 1.3.4 **It shall be the responsibility of the Director of Purchasing, or her designee, to determine what is considered an equivalent product.**
 - 1.3.5 All materials or equipment shall be the best of their respective kinds and shall in all cases be fully equal to the stated product.
 - 1.3.6 BIDDER'S IDENTIFICATION OF PRODUCTS BID. On blank lines provided, the bidder must insert the manufacturer's brand name and identifying numbers along with any other information necessary to identify sufficiently and completely the articles offered. Failure to do so may prevent consideration of the item bid.
 - 1.3.7 ALTERNATES. Bidders shall bid only one product per item. Bidders shall not bid a primary item bid and then also include a second, alternate product item bid. The **ONE** product that is closest to meeting the specifications is sufficient.
 - 1.3.8 REQUIRED LITERATURE. When the bid invitation is soliciting a bid for a product (as opposed to a service), each bidder is to enclose complete descriptive information to fully identify the product quoted. This may be in the form of a catalog, manufacturer's brochure, specification sheet, cut sheet, schematic, or other brand or product information. **Failure to do so may prevent consideration of the item bid.**
- 1.4 BID ENVELOPE. The bid shall be submitted in a sealed envelope with the name and number of the bid and date of opening plainly shown on the face of the envelope. If descriptive product literature is too large for the bid envelope, a separate envelope may be used by the bidder. The separate envelope shall be properly labeled and submitted with the bid. Failure to provide bid number and opening date on the outside of the envelope may result in rejection of the bid.
- 1.5 PRICES. The bidder shall quote only a net unit price for each item specified. The unit of purchase will be indicated on the BID PROPOSAL FORM. Where directed to do so on the BID PROPOSAL FORM, the bidder shall extend the unit price times the quantity to obtain and show a TOTAL NET BID. Note: Some BID PROPOSAL FORMS are structured to require only a unit price and prohibit an extended total. In all cases the requirements and price configurations of the BID PROPOSAL FORM shall prevail.

- 1.5.1 FREIGHT. All prices bid shall include FOB DESTINATION. Delivery shall be that the bidder delivers and unloads the purchased items to the dock of the designated point of receipt, which may include desktop-delivery. Title passes at the point of delivery with receipt and acceptance of all items in good order. Damaged freight claims are the responsibility of the successful bidder. Shipments must be received and accepted by a designated agent of the Caddo Parish School Board. All cartage, drayage, packing, handling, palletizing, etc., shall be included in the bid price. Separate allowances for freight, shipping or handling will not be permitted.
- 1.5.2 DISCOUNTS. Discounts for prompt payment as may be offered on the bid or on the invoice will be accepted. These discounts will not be considered in evaluating bids for purposes of determining a low bidder unless all other factors are equal.
- 1.6 ASSIGNMENT. The submission of a bid under the terms of these specifications constitutes agreement to the following antitrust provision: For good cause and as consideration for executing this purchase and/or contract, I/We hereby convey, sell, assign and transfer to the State of Louisiana all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular goods or services purchased or acquired by the State of Louisiana pursuant to this purchase made by its agency, The Caddo Parish School Board.
- 1.7 PLACE, DATE AND HOUR. All bids shall be submitted to the PURCHASING OFFICE, CADDO PARISH SCHOOL BOARD, 1961 MIDWAY AVENUE, SHREVEPORT, LA 71108 or submitted electronically at www.bidexpress.com no later than 10:30am CST on November 07, 2023.
- 1.7.1 The first page of the bid invitation and the BID PROPOSAL FORM designate the name and number of the bid and the date and hour of the bid opening. Bids will be received until the stated date and time. ***Irrespective of the reason***, bids arriving after the stated date and time cannot and will not be accepted.
- 1.7.2 All bids shall be either hand delivered by the bidder or his agent in which instance the deliverer shall be handed a written receipt. Bids may also be sent by registered mail or by certified mail with a return receipt requested, by regular mail or by electronic submission.
- 1.7.3 **IMPORTANT**. The responsibility for timely presentation (delivery) of a bid rests solely with the bidder. A bid delayed beyond the stated time and date through the mail, Federal Express, UPS, or other cannot and will not be accepted under any circumstances.
- 1.7.4 CONFLICT OF INTEREST: Statement documenting any known conflicts of interest or no conflicts of interest will be provided.
- 1.7.5 DISADVANTAGED OR MINORITY BUSINESS STATUS: One-page document listing certification status as a disadvantaged or minority business in accordance with local, federal, and state law. Please document if this is applicable or not applicable to a particular agent/firm.
- 1.7.6 QUESTIONS: Questions regarding this RFP should be directed to Shavonda Scott, Director of Purchasing, via email (smscott@caddoschools.org) and received no later than 3:00pm on Tuesday, October 17, 2023. The subject line should be listed as **RFP 02-24 Network Electronics Questions**. Responses to questions will be posted as an addendum. **All questions must be submitted in writing. Verbal inquiries will not be accepted.**
- 2.0 **BID SAMPLES**: If an item is submitted for consideration that the district staff is unfamiliar with, the bidder may be requested to send a sample(s) for evaluation purposes.
- 2.1 CONDITIONS FOR REQUIREMENT. Bidders shall submit samples **ONLY** when directed to do so as follows:
- 2.1.1 With the bid or delivered to the Caddo Parish School Board Purchasing Office, no later than the hour and date of the bid opening **OR**...

- 2.1.2 By specific instructions found in the specifications or on the BID PROPOSAL FORM **OR**...
- 2.1.3 By specific notification authorized by the Purchasing Office, made within three (3) days after bid opening date, with samples to be submitted as directed within three (3) days after notification.
- 2.2 IDENTIFICATION. Each sample shall be identified with the bidder's name, bid proposal number, bid item number, product trade name and identification (catalog number, model number, etc.) and/or as otherwise indicated on the BID PROPOSAL FORM.
- 2.3 PAYMENT FOR SAMPLES. CPSB will not buy samples and will not assume any cost incidental thereto.
- 2.4 RETURN OF SAMPLES. Samples not destroyed in testing may be claimed by unsuccessful bidders for fourteen (14) days after bid award date and by successful bidders for fourteen (14) days after final payment. CPSB will not assume responsibility for samples not claimed within the time specified and will not pay for samples damaged in testing. CPSB will assume that the bidder is donating samples not claimed within the allotted time period.

3.0 CHANGE OR WITHDRAWAL OF BIDS

- 3.1 WITHDRAWAL PRIOR TO BID OPENING. Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the Purchasing Office. This communication shall be received prior to the date and hour of the bid opening.
- 3.2 CHANGE AFTER BID OPENING BUT PRIOR TO BID AWARD. After bids are opened, they may not be changed except to correct patently obvious mathematical errors or clerical mistakes. Verification of the correct bid actually intended shall be submitted by the bidder to the Purchasing Office prior to the final award by CPSB.
- 3.3 WITHDRAWAL AFTER BID OPENING BUT PRIOR TO BID AWARD. In accordance with La R.S. 38: 2214:C Bids containing patently obvious, unintentional and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the contractor if clear and convincing sworn, written evidence of such errors is furnished to the public entity (CPSB Purchasing Department) within forty-eight hours of the bid opening excluding Saturdays, Sundays and legal holidays. Such errors must be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the bid sought to be withdrawn. If the public entity determines that the error is a patently obvious mechanical, clerical, or mathematical error, or unintentional omission of a substantial quantity of work, labor material, or services, as opposed to a judgment error, and that the bid was submitted in good faith it shall accept the withdrawal and return the bid security to the contractor.

(D) (1) A contractor who attempts to withdraw a bid under the provisions of the Section shall not be allowed to resubmit a bid on the project. If the bid is withdrawn is the lowest bid, the next lowest bid may be accepted. If all bids are rejected no withdrawal of the bid which would result in the award of the contract on another bid of the same bidder, his partner, or to a corporation or business venture owned by or in which has an interest shall be permitted. No bidder who is permitted to withdraw a bid shall supply any material or labor to, or perform any subcontract work agreement for, any person to whom a contract or subcontract is awarded in the performance of the contract for which the withdrawn bid was submitted.

Stated more directly, the bidder must make a written request to withdraw the bid within 48 hours of the bid opening and the request must be accompanied by a sworn written evidence of the error that forms the basis for the requested withdrawal.

4.0 REJECTION OF BIDS

CPSB reserves the right to reject any or all bids and to waive any informalities.

5.0 **AWARD OF BID**

- 5.1 The CPSB reserves the right to reject, in whole or in part, any and all bids and to waive any and all technicalities and informalities, and reissue and Invitation to Bid in accordance with the state law.
- 5.2 In an effort to ensure that all items within this category are obtainable under contract, CPSB reserves the right to make MULTIPLE AWARDS for this bid.
- 5.3 Bids shall be opened publicly, read aloud, recorded, and compiled in tabular form, a copy of which will be available for examination in the Purchasing Department. No determination of bid award will be made at the time of opening. After review by the Purchasing Department, the certified tabulation and recommendation for bid award will be available for examination prior to the official meeting for consideration by the Board. Recommendation of award will be made to the CPSB based upon the lowest responsible and responsive bidder(s) in conformance with the criteria designated in the Invitation to Bid.
- 5.4 For the purpose of making this evaluation, administrative costs to the CPSB for issuing and administering each contract awarded under this invitation will be considered. Individual awards may be made for the items and combinations of items, which result in the lowest aggregate price to the CPSB, including such administrative costs. Based on such administrative costs the CPSB may make multiple awards for this contract.
- 5.5 In calculation of the lowest responsive bid, unit prices shall supersede extended prices for items bid in quantity. A random, minor discrepancy in extended prices will not render a bid unresponsive. The Purchasing Department shall read the bids as submitted, note any discrepancies, and request written clarification for minor errors that do not affect low bid determination.
- 5.6 The CPSB may reject any bid for failure by the bidder to comply with any requirement stated in the bid documents. Non-responsive bidders will be noted on the bid tabulation as such, with reason(s) for this determination stated.
- 5.7 The CPSB reserves the right to reject all bids (individual line item or group, as applicable) if the lowest bid is in excess of ten percent (10%) of the price offered to any government entity by any authorized distributor for similar quantities of the same product within 180 days prior to bid opening.
- 5.8 Any bidder evidenced to be not responsible may be disqualified through a Disqualification Hearing process, and if declared "not responsible" by the CPSB bids shall be rejected. A bidder may be declared not responsible for such reasons including, but not limited to, failure to pay taxes, failure to obtain licenses or permits, poor performance on past contracts with CPSB or other government agency, or lack of evident capacity to fulfill contract.
- 5.9 The CPSB reserves the right to contact bidders for the purpose of obtaining additional information and/or clarification that will assure full understanding of, and responsiveness to, solicitation requirements. Such information shall be provided within three business days. This may include brochures, specification sheets, detail drawings, or samples.
- 5.10 The CPSB reserves the right to eliminate any and all items from the bid list prior to issuing a bid award, a notice to proceed, or a purchase order, and if so, the bid price shall be adjusted accordingly.
- 5.11 Payment discounts, while accepted, will not be used in the determination of low bid.
- 5.12 Awards become official at the time bids are accepted by the CPSB during their regular sessions. Contract has its inception in the award, eliminating a formal signing of a separate Contract Document.
- 5.13 The purchase order and/or contract mailed or delivered to the successful bidder is the official

authorization to deliver materials or perform the services described therein. The time allowed for delivery

or performance begins with the date of bid acceptance and approval by the CPSB unless otherwise specified in the bid documents whether or not a purchase order or contract has been issued.

5.14 In the event of a tie bid, preference will be given in the following order: companies located in CADDO Parish, companies located in the State of Louisiana, companies whose Louisiana business workforce is comprised of a minimum of fifty percent Louisiana residents, and winner of a coin toss performed by CPSB.

5.15 LOUISIANA PREFERENCE. In accordance with LRS 38:2252, "Preference is hereby given to materials, supplies and provisions, produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside of the state."

5.15.1 PREFERENCE BIDDERS, PLEASE NOTE: LRS 38:2251, Sections (A), (H) and (J) detail the conditions and requirements by which preference claims may be made for materials, supplies or equipment products manufactured, processed, produced, or assembled in Louisiana OR that the bidder's LA workforce is comprised of at least 50% Louisiana residents. To claim preference the bidder **MUST** fully comply with all requirements and conditions of the law. The bidder shall complete the following:

LOUISIANA PREFERENCE CLAIM

Do you claim this preference? YES: _____ NO: _____

Specify ITEM Number _____

Witness: _____ Signature: _____

Witness: _____ Print Name: _____

5.16 **EVALUATION:** The **Technology Department** staff will play an integral role in the evaluation of the submitted items. The durability, suitability, and past usage history will be factors in determining the award to the successful bidder. Each proposal will be evaluated by a committee comprised of various CPSB representatives. The evaluation committee will be comprised of no less than three (3) persons. Proposals will be graded on a scale of 0 to maximum value, with 0 being the lowest rating within an ascribed category. Each category will be graded separately, and a cumulative score will help dictate the awarding of the contract. Categories may include but are not limited to:

1)	Purchase Price (with ERate Eligibility).....	40 pts
2)	Reputation of the Vendor and of the Vendor's Goods or Services	10 pts
3)	Quality of the Vendor's Goods or Services	10 pts
4)	Extent to which the Goods or Services Meet the District's Needs..	20 pts
5)	Vendor's Past Relationship with the District	10 pts
6)	Any other relevant factor specifically listed in the request.....	10 pts

5.17 **REFERENCES:** Interested vendors shall include with their proposal not less than three (3) company references that may be contacted with which vendor's services have been provided. Vendors should list names, addresses, telephone numbers, and e-mail addresses of each reference. Failure to include this information with the proposal may result in disqualification.

6.0 **FAILURE TO PERFORM** (For bid purchases where bid security and performance bond has not been required as a condition of the bid.)

6.1 In the event a successful bidder fails to perform (deliver) on an awarded bid and where no bid security and performance security have been required; CPSB shall declare the bidder in default. CPSB then has the option of excusing the bidder if it determines good cause exists or it may require a penalty as liquidated damages. In the event a penalty is directed, it shall be the Board's option to invoke either or both of the following:

1. Payment to CPSB in the amount equal to five percent (5) of the unit price bid times the quantity or \$100.00, whichever is larger, and/or...
2. Forfeiture of the bidder's right to transact business with CPSB for a period of one year following the date the penalty is invoked.

7.0 **DELIVERY, BILLING AND PAYMENT**

7.1 **DELIVERY.** Weekends and holidays excepted, deliveries shall be FOB DESTINATION, DESKTOP DELIVERED or PLATFORM DELIVERED (large or palletized items) 8:00 am - 3:00 pm (unless specific arrangements have been made with the receiving location) to the location shown on the BID PROPOSAL FORM. A delivery ticket, waybill, bill of lading, or copy of the invoice shall accompany each delivery.

7.1.1 **DELIVERY REQUIREMENT.** Complete delivery is required as soon as possible but no later than the final completion date shown on any purchase order assigned the successful bidder(s).

7.1.2 **RECEIVING, INSPECTION AND TESTING.** Delivered items that do not fulfill all requirements will be rejected and refused. Rejected merchandise shall be removed and promptly replaced by the successful bidder at no cost to CPSB. Delivered items shall be received by a designated agent of CPSB.

7.2 **INVOICES.** Unless other arrangements are made with the Purchasing Office, invoices must be those of the successful bidder and must show the purchase order number, bid number, complete unit description, quantity, price and total.

- 7.2.1 All invoices shall be submitted to the attention of the ACCOUNTS PAYABLE DEPARTMENT, CADDO PARISH SCHOOL BOARD, 1961 MIDWAY AVENUE, SHREVEPORT, LA 71108 via mail or electronically at ACCOUNTSPAYABLE@CADDOSCHOOLS.ORG.
- 7.2.2 If applicable, federal tax exemption certificates will be signed by the Caddo Parish School Board. The federal tax exemption number is 72-6000224.
- 7.3 PAYMENT. Unless otherwise specified, payment will be made within thirty (30) days after delivery, authorized inspection and acceptance. Payment will be made to the successful bidder unless other payment arrangements are requested and approved by the Purchasing Office.
- 8.0 **DETERMINATION OF BIDS**
- 8.1 Bidders are requested to bid on any or all items specified. In some instances items having commonality may be grouped together for a single award. Failure to bid all items contained within a group will cause rejection of the item grouping. The BID PROPOSAL FORM will designate the method of award if different from an individual item basis.
- 8.2 The responsible bidder meeting specifications and having the lowest acceptable bid price (as determined by the BID PROPOSAL FORM) will be awarded the business covered therein. Each bidder is to be responsible for the accuracy of the bid, and CPSB will assume that the TOTAL NET BID for each item (or group of items) is a correct and legitimate quotation.
- 9.0 **PRODUCT VERIFICATION AND LITERATURE REQUIRED.** Include complete literature, pictures and/or description of products other than those specified. Failure to fully and completely identify items and to provide sufficient literature for evaluation of bid may be sole cause for rejection of the bid.
- 10.0 **RESERVATIONS BY BOARD**
- 10.1 Limited funds are budgeted for the purchase of these items. Should the bid price be more than anticipated, CPSB reserves the right to reduce the quantity as appropriate to remain within the budgeted allocation for the purchase.
- 10.2 The Caddo Parish School Board may reject any bid for failure by the bidder to comply with any requirement stated herein or as appearing on the BID PROPOSAL FORM or in the general bid conditions or in any attachment thereto, which becomes a part of the bid.

BID PROPOSAL FORM REQUIREMENTS

- 11.0 **BID FORM:** This proposal shall be executed and submitted in accordance with the specifications. All articles and requirements contained in the Invitation for Bid (IFB) Instructions/Provisions to bidders and on this Bid Proposal Form shall remain and become a part of the contract for **NETWORK ELECTRONICS**. All appropriate blank spaces shall be filled in. **BID MUST BE SUBMITTED ON THIS FORM AND MAILED USING THE ENVELOPE SUBMISSION FORMAT ATTACHED OR BY THE APPROVED ELECTRONIC METHOD. WE WILL NOT ACCEPT FAXED BIDS FOR THIS SOLICITATION!**
- 11.1 **QUANTITY:** When quantities are listed as "each" the quantities may be variable and the district is establishing a base price for the specific item. When quantities are listed as "only", the district is requesting a specific quantity of that/those item(s).
- 12.0 **DELIVERY.** Purchase orders will be issued to the successful bidder(s) for the business herein. All items shall be FOB DESTINATION; NETWORK ELECTRONICS DELIVERED MARKED ATTENTION: **CPSB TECHNOLOGY DEPARTMENT AT THE ADDRESS DESIGNATED ON THE PURCHASE ORDER(\$).** A delivery ticket, waybill, bill of lading, or copy of the invoice shall accompany each delivery. Deliveries shall be made between 8:00 am - 11:00 am and 12:00pm -3:00pm on weekdays. No deliveries on weekends or holidays

13.0 **ESTIMATED EXPENDITURE.** The district has estimated a total expenditure of \$4,400,000 for the purchase of the items included in this solicitation.

14.0 **COOPERATIVE AGREEMENTS:** To the extent provided by law in LA R.S. 33, 38 & 39 et seq., the successful vendor may elect to make this contract available to other public agencies that participate in purchasing cooperatives or cooperative purchasing agreements with the Caddo Parish School Board.

The vendor may be required to execute a separate contract with the purchasing cooperative or individual participating public agency. Payment of incentive fees by the vendor to purchasing cooperatives in exchange for contract promotion and participation is the exclusive obligation of and at the sole discretion of the vendor. The Caddo Parish School Board receives no direct compensation for vendor participation in purchasing cooperatives.

The bidder/proposer agrees to indemnify and hold harmless the Caddo Parish School Board from any disputes arising from contract participation by other agencies participating in purchasing cooperatives or cooperative purchasing agreements. Disputes between a participating public agency and any bidder/proposer that may be awarded any agreement resulting from this solicitation are not the responsibility of the Caddo Parish School Board. The exercise of any rights or remedies by the participating public agency or awarded bidder/proposer shall be the exclusive obligation of such party.

The Caddo Parish School Board shall not be construed as a dealer, re-marketer, representative, partner, or agent of any bidder/proposer that may be awarded any agreement resulting from this solicitation

Participating public agencies shall be responsible for the ordering of products under any agreement resulting from this solicitation. Payment for products or services and inspections and acceptance of products or services ordered by a participating public agency shall be the exclusive obligation of such procuring party.

The Caddo Parish School Board shall not be obligated, liable or responsible for any order made by any participating public agency or any employee thereof, nor for any payment required to be made with respect to such order. The Caddo Parish School Board makes no representation or guaranty with respect to any minimum purchases by the Caddo Parish School Board or any participating public agency or any employee thereof under any agreement resulting from this solicitation.

Should the vendor elect to make this contract available to participating public agencies, additional delivery charges beyond the immediate Shreveport-Bossier City area may be negotiated with the using agency. All other terms and conditions remain in effect throughout the term of this contract.

Pricing & all other terms & conditions of this bid are automatically extended to Bossier PSB, and DeSoto PSB unless otherwise noted by the vendor.

15.0 **TERM & CONDITIONS.** The contract shall commence from date of award until receipt of all deliverables required by the agreement. Contract agreement shall not exceed one (1) year from date of award.

16.0 **TERMINATION OF AGREEMENT (if applicable):**

16.1 CPSB may cancel this agreement upon failure of the successful bidder to satisfactorily comply with the terms hereof.

16.2 The evaluation of the successful bidder's service will be continuous. Particular emphasis will be given to the capability and reliability of the successful bidder to sufficiently and expeditiously handle all of the schools' needs in a timely and professional manner.

16.3 In the event CPSB comes to believe the successful bidder is performing in a manner less than that required by these specifications, CPSB will place the successful bidder on notice to improve service or forfeit the contract.

- 16.4 Should the successful bidder not be able to meet the minimum requirements, CPSB will notify the bidder in writing of its intent to cancel the agreement and to discontinue its purchases.
- 16.5 The successful bidder shall be notified that products found unacceptable for CPSB's usage will be excluded from any future bid invitation.

17.0 **PROHIBITIONS OF GRATUITIES**

- 17.1.1 It shall be unethical for any person to offer, or give, or agree to give any CPSB employee or former CPSB employee, or for any CPSB employee or former CPSB employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal.
- 17.1.2 It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or higher tier subcontractor under a contract to the prime contractor, or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontractor order.

17.2 **Order of Precedence**

- 17.2.1 Requirements stated in the specification section shall have precedence over other sections.
- 17.2.2 In the event of inconsistency between any of the solicitation documents or any part thereof, the more stringent conditions shall govern.

17.3 **Contract Pricing and Term**

- 17.3.1 Prices will be firm for the contract term(s) as specified in the solicitation document.
- 17.3.2 The CPSB, at its sole discretion, may delete any item, which is deemed as obsolete from this contract during the contract period.
- 17.3.3 The CPSB may, during the contract period and with written agreement from the vendor, add additional items to the contract as needed. The price of these items will be similarly priced as those awarded on the contract.

18.0 **PAYMENT**

- 18.1 The CPSB is exempt from all state and local sales taxes.
- 18.2 All prices submitted should include all taxes, which may be due and payable by the bidder, and the bidder shall have no claim under any contract for the payment of any additional taxes.
- 18.3 Payment will be made within thirty (30) days after receipt of an itemized invoice, which references an official CPSB purchase order.

19.0 **INSURANCE REQUIREMENTS**

Bidder shall obtain and maintain insurance as follows, unless waived in writing by the district:

All insurance shall be placed with a company acceptable to the Caddo Parish School Board.

CERTIFICATE OF INSURANCE. It shall be the responsibility of the successful bidder to provide evidence of compliance with these insurance requirements either with the bid or within twenty (20) days following award of the bid. The CPSB shall be furnished with certificates evidencing the coverage as required below including

naming CPSB as an additional insured with a waiver of subrogation on all required insurance coverage.

NOTE: If any company indicated on the certificate of insurance is not rated by AM. Best and/or is not admitted to do business in the State of Louisiana, the proposed insurer shall furnish with the certificate of insurance sufficient financial information to permit an evaluation of the insurer's strength and ability to meet claims that may be filed against the policy coverage.

COPIES OF THE CERTIFICATE OF LIABILITY SHOULD BE FORWARDED TO THE CPSB PURCHASING DEPARTMENT.

- 19.1 Liability Insurance:
General Liability Limits:
Bodily Injury \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate
Products Liability \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate
Property Damage \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate
Additional Insured Policy shall name Caddo Parish School Board as an additional insured and include a waiver of subrogation in in favor of CPSB.
- 19.2 Automobile Liability: Automobile Liability insurance covering all owned, hired, and non-owned vehicles in the amount of \$1,000,000.00 per occurrence. Policy shall include third-party bodily injury and property damage.
- 19.3 Worker's Compensation: As required by the State of Louisiana
- 19.4 Excess (Umbrella) Liability: \$1,000,000
- 19.5 Certificates of the above listed policies shall be filed with the Caddo Parish School Board and CPSB shall be given a ten (10) day written notice prior to cancellation, material revision, or intention not to renew. If Contractor fails to carry any insurance required by this Section, Contractor shall protect, indemnify, and hold CPSB harmless in the same manner as if Contractor had in full force and effect coverage in accordance with this Section.

20.0 FEDERAL & TELECOMMUNICATIONS COMPLIANCE

The following attachment and/or form is a part of this bid and is herein incorporated by this reference. Failure to return a required form with the bid submission may result in the proposal being rejected as non-responsive.

- 1. Attachment A: EDGAR and Non-Federal Entity Compliance Form**
- 2. Attachment B: Telecommunications Affidavit**

21.0 DEBARMENT CLAUSE: Before completing the Invitation for Bid Form and/or Proposal Form, please read the following information:

- 1. The prospective lower tier participant certifies, by submission of his proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or agency.**
- 2. Where the prospective participant is unable to certify any of the statements in this document, such prospective participant shall attach an explanation to this proposal response.**

22.0 ERATE SUPPLEMENTAL TERMS AND CONDITIONS

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known

as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students eligible to receive free and reduced-price meals using the USDA's National School Lunch Program eligibility guidelines or another approved alternative measure of poverty.

FUNDING

The project herein may be contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

SERVICE PROVIDER REQUIREMENTS

The Applicant expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number or Form 498 ID) at the time the bid is submitted. More information about obtaining a SPIN/Form 498 ID may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>

Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FCC RN) at the time the bid is submitted. More information about obtaining an FCC RN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>

Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: <https://www.fcc.gov/licensing-databases/fees/debt-collection-improvement-act-implementation>

Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2024.

Prices will not increase for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contractual and USAC approved extensions). It is also expected that should pricing for contracted services drop during the term of the contract, the Applicant will realize those cost savings.

Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.

In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>.

SERVICE PROVIDER ACKNOWLEDGEMENTS

The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the Applicant and a USAC service substitution approval (with the exception of a Global Service Substitutions).

The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be

considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

The Service Provider attests that its offer will not violate the FCC's Report and Order in the matter of "Protecting Against National Security Threats to the Communications Supply Chain Through FCC Programs", WC Docket No. 18-89, Action by the Commission November 22, 2019 by Report and Order, Further Notice of Proposed Rulemaking, and Order (FCC 19-121) and can be found at <https://docs.fcc.gov/public/attachments/FCC-19-121A1.pdf>.

EARLY FUNDING CONDITIONS

Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99 , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections). However, NO INVOICING can take place prior to July 1 of the funding year.

INVOICING

The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The Applicant will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and, certification and USAC approval of FCC Form 486, the Applicant shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the Applicant decide that it is in the best interest of the Applicant to file a Form 472, the Applicant will inform the Service Provider of its intent.

All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the Applicant will only be responsible for paying its non-discounted share.

FCC/SLD AUDITABILITY

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Service Provider hereby agrees to retain all books, records, and other documents relative to any Agreement/Contract resulting from this RFP for ten (10) years after receipt of service(s). The Applicant, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Service Provider and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

**CADDO PARISH SCHOOL BOARD
SHREVEPORT, LA**

BID PROPOSAL FORM

BID TITLE: NETWORK ELECTRONICS

BID PROPOSAL FORM: This proposal shall be executed and submitted in accordance with the specifications.

All articles and requirements contained herein shall remain and become a part of the contract. **Complete all appropriate blank spaces. THE BID MUST BE SUBMITTED ON THIS FORM.** SUPPORTING quotes forms and technical specification documentation are optional and acceptable.

INSTRUCTIONS: If bidding an item other than that specified, please include sufficient product literature for evaluation purposes. Failure to include sufficient information may be sufficient reason for rejection of bid. **All price blanks must be completed, "unit", "extended", and "Total Net Bid"**. The quantity listed is an estimate and the actual purchase quantity may be more or less depending on the needs of the district. Labor cost should **include all charges** for mounting the switches, transferring the existing wiring and verifying power upon completion of the installation. If annual service/licensing fees are included in the cost of the equipment, please place NIA in the appropriate blanks.

Freight should be included in the equipment cost. No additional freight/shipping will be paid.

The 9300 switches equipment will be installed by the vendor at multiple school sites.

If a brand name or specific model name is shown in the proposed specifications or bid form, such usage is to indicate an acceptable standard which must be considered if bidding better or equivalent products. Any bid or proposal for such better or equivalent products shall provide significant information on the products to allow the District to determine whether or not they are acceptable.

Any proposed substitution of goods or services to be supplied by the vendor shall require prior written acceptance by the District, unless stated otherwise. The vendor shall be bound to provide all proposed goods or services if its bid or proposal is accepted and awarded by the District, and no changes shall be acceptable unless agreed to in writing by the District.

Vendor assumes all liability for delivering non-compliant goods. The District reserves the right to reject any tender of non-compliant goods and shall require the vendor to take possession of such defective goods at no cost to District, and replace them with compliant goods at no cost to District, unless the District elects, in writing, to accept such non-compliant goods. Such non-confirming goods shall constitute good cause for termination of the contract, purchase order, or award, if not accepted by written agreement by the District or cured by the vendor.

For items that are not 100% covered by E-rate funding, indicate in the E-rate eligible column on the pricing form the percent of the item's cost that is E-rate eligible.

Model	Description	Qty	Unit Price	Extended	ERate Eligible
CW9166I-MR	Catalyst 9166I AP (W6E, tri-band 4x4) w/MERAKI	149	\$	\$	100%
LIC-ENT-5YR	Meraki MR Enterprise License, 5YR	149	\$	\$	
C9300-48U-EDU (Cisco)	Catalyst 9300 48-port UPOE, K12	256	\$	\$	100%
STACK-T1-1M	Cisco 1M Type 1 Stacking Cable	204	\$	\$	100%
C9300-DNA-E-48-3Y	Cisco DNA Essentials license, 48-Port (For IDF's, base routing)	256	\$	\$	100%
C9300-NM-8X	Cisco C9300 8 x 10GE network module	133	\$	\$	100%
C9407R-96U-BDL-EDU	Catalyst 9400 Series 7 slot, Sup, 2xC9400-LC-48U , EDU LIC	48	\$	\$	100%
CON-SNT-C9407R9U	SNTC-8X5XNBD Catalyst 9400 Series 7 slot, Sup, 2xC940	48	\$	\$	
C9400-PWR-3200AC	Cisco Catalyst 9400 Series 3200W AC Power Supply	96	\$	\$	
C9400-DNA-A-5Y	Cisco Catalyst 9400 DNA Advantage - 5 Year License	48	\$	\$	
C9400X-SUP-2-B	Cisco Catalyst 9400 Series Supervisor-2 Bundle Select Option	48	\$	\$	100%
C9400-LC-24XS	Cisco Catalyst 9400 Series 24-Port 10 Gigabit Ethernet(SFP+)	48	\$	\$	100%
FPR3130-NGFW-K9	Cisco Secure Firewall 3130 NGFW Appliance, 1U	1	\$	\$	
CON-SNTP-FPR3130N	SNTC-24X7X4 Cisco Secure Firewall 3130 NGFW Appliance	1	\$	\$	
SFP-10G-SR-S	10GBASE-SR SFP Module, Enterprise-Class	4	\$	\$	100%
FPR3140-NGFW-K9	Cisco Secure Firewall 3140 NGFW Appliance, 1U	1	\$	\$	
CON-SNTP-FPR3140N	SNTC-24X7X4 Cisco Secure Firewall 3140 NGFW Appliance	1	\$	\$	
SFP-10G-LRM	10GBASE-LRM SFP Module	82	\$	\$	100%
Labor	Installation of Switches	256	\$	\$	
CAB-L620P-C19-US=	NEMA L6-20 to IEC-C19 14ft US	24	\$	\$	100%

TOTALS	TOTALS		\$	\$	
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Added Value Services and pricing should be included here:

Attachment A



EDGAR and Non-Federal Entity COMPLIANCE

The following provisions are required and applicable when federal funds are expended by the Caddo Parish School Board for any contract awarded using the procurement process. The Caddo Parish School Board is the subgrantee, subrecipient, or non-federal entity by definition.

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate.**

Pursuant to Federal Rules (A) above, when federal funds are expended, the Caddo Parish School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

- (B) Termination or cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rules (B) above, when federal funds are expended, the Caddo Parish School Board reserves all rights and to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendors fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The Caddo Parish School Board also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the Caddo Parish School Board believes, in its sole discretion that it is in the best interest of Caddo Parish School Board to do so. The vendor will be compensated for work performed and accepted in addition to goods accepted by the Caddo Parish School Board as of the termination date if the contract is terminated for convenience by the Caddo Parish School Board. Any award under this procurement process is not exclusive and the Caddo Parish School Board reserves the right to purchase goods and services from other vendors when it is in the best interest of the Caddo Parish School Board.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rules (C) above, when federal funds are expended by the Caddo Parish School Board, the vendor certifies that during the term of an award for all contracts by the Caddo Parish School Board resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above. Vendor agrees that he/she will not discriminate in the rendering of services to and/or employment of individuals because of race, religion, sex, age, national origin, handicap or disability. Vendors shall stay informed of and comply with all Federal, State and Local laws, ordinances and regulations which affect their employees or prospective employees.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rules (D) above, when federal funds are expended by the Caddo Parish School Board, the vendor certifies that during the term of an award for all contracts by the Caddo Parish School Board resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (D) above. Vendors will be required to pay wages to laborers and mechanics at a rate not less than the prevailing wage specified in a wage determination made by the Secretary of Labor. In addition, vendors will be required to pay wages not less than once a week. The decision to award a contract or subcontract will be conditioned upon the acceptance of the wage determination.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rules (E) above, when federal funds are expended by the Caddo Parish School Board, the vendor certifies that during the term of an award for all contracts by the Caddo Parish School Board resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (E) above.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement, "; the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by the Caddo Parish School Board, the vendor certifies that during the term of an award for all contracts by the Caddo Parish School Board resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by the Caddo Parish School Board, the vendor certifies that during the term of an award for all contracts by the Caddo Parish School Board resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the system for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), "Debarment and Suspension". SAM exclusions contain the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by the Caddo Parish School Board, the vendor certifies that during the term of an award for all contracts by the Caddo Parish School Board resulting from this procurement process, the vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)- Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certified to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by the Caddo Parish School Board, the vendor certifies that during the term and after the awarded term of an award for all contracts by the Caddo Parish School Board resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds to all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS-2 CFR § 200.333

When federal funds are expended by the Caddo Parish School Board for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by the Caddo Parish School Board for any contract resulting from this procurement process, the vendor certifies that it will be in compliance with 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 (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

NATIONAL DEFENSE AUTHORIZATION ACT

Vendor certifies under penalty of perjury that its fully comply with Louisiana Revised Statutes 38:2237.1 and 39:1753.1. that none of the equipment or services are "prohibited telecommunications or video surveillance equipment or services". Telecommunications or video surveillance equipment or services produced or provided by an entity found to be owned, controlled, or otherwise connected to the government of the People's Republic of China, as described in Section 889(f)(3)(D) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Company Name:	_____				
Address:	_____				
City:	_____	State:	_____	Zip:	_____
Phone Number:	_____	Fax#:	_____		
Email Address:	_____				
Printed Name of Authorized Representative:	_____				
Signature of Authorized Representative:	_____	Date:	_____		

Attachment B

STATE OF _____

PARISH/COUNTY OF _____

AFFIDAVIT

BEFORE ME, the undersigned authority, personally came and appeared, _____, a resident of _____ Parish/County, State
(Representative Name)
of _____ who as _____ is a legal representative of
(Title)
_____, after being duly sworn, deposed and said:
(Company/ Vendor Name)

The equipment and services to be provided by _____,
(Company/Vendor Name)
under the accompanying (bid/invoice) fully comply with Louisiana Revised Statutes
38:2237.1 and 39:1753.1.

None of the equipment or services to be provided by _____ are “prohibited telecommunications or video
(Company/Vendor Name)
surveillance equipment or services” as defined therein, and do not include any equipment
or components from any of the following:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities, as described in Section 889(f)(3)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.
- Video surveillance equipment or telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or any subsidiary or affiliate of such entities, as described in Section 889(f)(3)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.
- Telecommunications or video surveillance equipment or services produced or provided by an entity found to be owned, controlled, or otherwise connected to

the government of the People's Republic of China, as described in Section 889(f)(3)(D) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.

- Any product or equipment, regardless of manufacturer, containing as a component any equipment identified above. This may include but is not limited to the following:
 - Computers or other equipment containing a component which enables any form of network connectivity or telecommunications regardless of whether the equipment is regularly connected to a network.
 - Building automation, environmental controls, access controls, or facility management and monitoring systems.
- Any voting machines, peripherals, and election systems that are a product, or a component thereof, that is identified as being produced by those entities listed above.

In addition, none of the services to be provided by

_____ utilize any equipment or components as described
(Company/Vendor Name)

above.

(Name)

(Title)

Authorized Representative of:

(Company)

SWORN to and subscribed before me, Notary, this _____ day of

_____, in my office in _____
(City, State)

(Notary Name) (Notary/Bar#)

Notary Public

My Commission expires on _____ or

is for Life.

(Enter expiration date in blank or circle
alternative option)

FROM: _____

BID NUMBER: RFP 02-24

BID TITLE: NETWORK ELECTRONICS

OPENING DATE: THURSDAY, NOVEMBER 07, 2023

SEND TO:

CADDO PARISH SCHOOL BOARD
Purchasing Department
1961 Midway Avenue
Shreveport, LA 71108

Attn Bidders:

Use this print format on the outside of your envelope when responding to any formal bids RFP's or RFQ's.
We do not accept fax or electronic bid responses (EXCEPT THROUGH BID EXPRESS) for any formal bids RFQ's or RFP's.