

**1.0 SCOPE**

**1.1 DESCRIPTION OF SERVICE TO BE PROVIDED**

By Statute (La. R.S. 39:141) the State of Louisiana, Office of Technology Services (OTS) shall act as the sole centralized customer for the acquisition, billing and record keeping of all telecommunications systems or telecommunications services provided to the Executive Branch of Louisiana State government which includes all executive departments, certain elected officials, boards and commissions. (<http://www.doa.la.gov/pages/default.aspx>). As such, OTS is soliciting proposal responses to provide statewide Layer 2 Ethernet circuits within each region as well as between two (2) geographically adjacent regions. See Appendix 8.2, Region List, for defined regions.

The State intends to award on a per region basis and on a per region-to-region basis (from one specific region to another geographically adjacent region). One (1), two (2), three (3), or four (4) awards per region and per region-to-region may result from this solicitation.

**1.2 NON-EXCLUSIVE CONTRACT**

Any resulting Contract shall be non-exclusive and shall not in any way preclude OTS from entering into similar contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

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**2.0 PROPOSAL RESPONSE PREPARATION/SUBMITTAL INSTRUCTIONS**

**2.1 DEFINITIONS**

Contract – a legal binding agreement between the State and the awarded Proposer(s).

Contractor – means any person having a Contract with a governmental body.

Critical Problem – for the purposes of this RFP, is a problem that impacts the passage of customer traffic.

Due Date Change – for the purposes of this RFP, a change incurred when the installation date is postponed due to the State’s fault or request.

Emergency Maintenance – for the purposes of this RFP, means that the Contractor has determined that maintenance is required to address an immediate threat to the security performance availability of the Ethernet services being provided.

Expedite Charge – incurred by the customer when the customer requests that the Contractor perform installation in a time shorter than the guaranteed installation interval.

Feature Change – for the purposes of this RFP, means bandwidth and port configurations, traffic management such as shaping, prioritization, and/or VLAN configurations on an existing connection.

May/Can – denotes the advisory or permissible action per La. R.S. 39:1556(33).

OSP – means the Office of State Procurement.

OTS – means the Office of Technology Services.

OTS Project Manager – may mean an employee of OTS or an OTS-designated representative; i.e., an employee of another state agency other than OTS, who has been assigned as project manager to a specific project.

Point-to-Point Ethernet – defined in the Metro Ethernet Forum MEF 6.1 as an Ethernet Virtual Circuit connection between two (2) User Network Interfaces.

Point-to-Multipoint Ethernet – defined in the Metro Ethernet Forum MEF 6.1 as multiple leaf (“remote”) Ethernet User Network Interfaces (UNI) connected to a root (“host”) Ethernet UNI. Each UNI is provisioned with a specific Ethernet Virtual Connection (EVC) and a specific bandwidth profile and all UNIs together form an Ethernet Tree (E-Tree) service.

Proposer – a firm, venture or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.

Region – for the purposes of this RFP, a region is a geographical area that covers a single parish or several geographically adjacent parishes. There are nine (9) regions defined in this document (See Appendix 8.2 Region List).

Region-to-Region – for the purposes of this RFP, is defined as two (2) geographically adjacent regions together becoming a base for awarding contracts.

Resolution – for the purposes of this RFP, means the service resumes operation with the passage of customer traffic measuring equal or better than prior to the service problem; no additional work is needed.

Restoration – for the purposes of this RFP, means the service resumes normal operation, but additional work is needed.

RFP – Request for Proposal.

Scheduled Maintenance – for the purposes of this RFP, is defined as maintenance that can be scheduled days or weeks in advance.

Service Configuration Change – for the purposes of this RFP, is a change to upgrade/downgrade Ethernet service bandwidth (in lieu of requiring a disconnect and installation at new service level).

Service Move – for the purposes of this RFP, is a request to relocate the customer interface from one (1) location to another at the same physical address (in lieu of requiring a disconnect and reinstallation).

Service Offering – for purposes of this RFP, is defined as the Proposer’s past and present performance (including any knowledge OTS may have regarding the Proposer’s

performance on State projects/contracts), the Proposer’s experience and qualifications, as well as the Proposer’s proposed solution to the State’s needs and stated desirable features/functions, as applicable.

Shall/Will/Must – denotes a mandatory requirement.

Should – denotes a desirable action.

## 2.2 CALENDAR OF EVENTS

Release RFP and Blackout Period Begins:	<u>May 21, 2020</u>
Deadline to Receive Written Inquiries:	<u>June 11, 2020</u>
Deadline to Answer Written Inquiries:	<u>June 25, 2020</u>
Proposal Opening Date and Time (Proposal Submission Deadline):	<u>July 9, 2020 10:00 AM Central Time</u>

NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline, if any, will be formalized by the issuance of an addendum to this RFP. Revision after the Proposal Submission Deadline, if any, will be by written notification to the eligible Proposers.

## 2.3 RFP INQUIRIES

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

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section. All inquiries must be received by the Inquiry Deadline date set forth in Section 2.2 Calendar of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be considered.

Inquiries concerning this solicitation shall be delivered to the State’s contact person, Tiffany Fontenot, for this solicitation by mail, express courier, e-mail, or hand:

Office of State Procurement Attention: Tiffany Fontenot ITB Coordinator/Blackout Period Contact P. O. Box 94095 Baton Rouge, LA 70804-9095	1201 North Third St. Claiborne Bldg., Suite 2-160 Baton Rouge, LA 70802
E-Mail: Tiffany.Fontenot@la.gov	Phone: (225) 342-8019 Fax: (225) 342-9756

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

A copy of all such inquiries should also be delivered to:

Office of Technology Services  
Attention: Nadine Molliere  
P. O. Box 94280  
Baton Rouge, LA 70804-9280

602 North Fifth St.  
Galvez Bldg., 2<sup>nd</sup> Floor  
Baton Rouge, LA 70802

E-Mail: Nadine.Molliere@la.gov

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

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest in accordance with La. R.S. 39:1671. Such protest shall be made in writing to the Director of State Procurement at least two (2) days prior to the deadline for submitting proposals.

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

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

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg)

Help scripts are available on OSP website under vendor center at the following link:

<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>

## 2.4 BLACKOUT PERIOD

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, Bidder, or its Agent or Representative is prohibited from communicating with any State employee or Contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to State employees, but also to any Contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications,

and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 2.3 of this RFP. All communications to and from potential Proposers, Bidders, vendors and/or its representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the Contract is awarded.

In those instances in which a prospective vendor is also an incumbent vendor, the State and the incumbent vendor may contact each other with respect to the existing Contract only. Under no circumstances may the State and the incumbent vendor and/or its representative(s) discuss the blacked-out procurement.

Any Bidder, Proposer, or State Contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the proposal's disqualification.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for bidders or Proposers;
3. Oral presentations during the evaluation process; or
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

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**2.7 NUMBER OF COPIES SUBMITTED**

Each Proposer shall submit one (1) signed original response.

Each Proposer should submit the following:

- Five (5) copies of the proposal
- One (1) redacted copy, if applicable (See Section 2.10 of this RFP)
- One (1) "searchable" electronic copy of proposal on two (2) separate USB flash drives. The electronic copy should be one (1) file.
- One (1) electronic redacted copy of proposal on a USB flash drive, if applicable (See Section 2.10)

## 2.8 PROPOSAL SUBMITTAL

This RFP is available in electronic form at the Office of State Procurement's LaPAC website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Office of State Procurement. Contact information for the RFP Contracting Officer is provided in Section 2.3 of this RFP. This document is **NOT** available electronically in WORD format. It is the Proposer's responsibility to check the Office of State Procurement LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to submit a response to this Request for Proposal.

All proposals shall be received in hard copy (printed) form by the Office of State Procurement **no later than the date and time shown in the Calendar of Events. NOTE: FAX, EMAIL OR ANY OTHER ELECTRONIC SUBMISSIONS ARE NOT ACCEPTABLE.**

**Important – Clearly mark outside of envelope, box or package with the following information and format:**

- RFP Name: Regional Ethernet Services 2020
- File Number 92961 Solicitation No: 3000014967
- RFP Opening Date and Time: July 9, 2020 10:00 AM Central Time

**Proposers are hereby advised that the U.S. Postal Service does not make deliveries to the Office of State Procurement's physical location.**

Proposals may be mailed through the U.S. Postal Service to the Office of State's Procurement's box at:

Office of State Procurement  
P. O. Box 94095  
Baton Rouge, LA 70804-9095

If delivering by U.S. Postal Service to the P.O. Box noted above, please allow sufficient time for the mail to then be transmitted to the Office of State Procurement. The Office of State Procurement must receive the proposal at its physical location by the date and time specified in Section 2.2 Calendar of Events of this RFP.

Proposals may be delivered by hand or courier service to the Office of State Procurement's physical location at:

Office of State Procurement  
Claiborne Building  
1201 North 3<sup>rd</sup> Street  
Suite 2-160  
Baton Rouge, LA 70802

The Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to the Office of State Procurement's physical location. The Office of State Procurement is not responsible for any delays caused by the Proposer's chosen means of proposal delivery.

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

The Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal response.

## 2.9 JOINT PROPOSALS

A joint proposal (two (2) or more Proposers quoting jointly on one (1) proposal) may be submitted, and each participating Proposer shall sign the joint proposal. If the Contract is awarded to joint Proposers, there shall be one (1) Contract issued to the joint Proposers. Each joint Contractor shall agree to take necessary action to ensure that all the obligations of the Contract are met. Specifically, in the event the State determines that one (1) or more of the joint Contractors has not met the obligations under the Contract, the other joint Contractor shall take necessary actions to ensure that the obligations of the Contract are met at no additional cost to the State and with the understanding that if a replacement Contractor is utilized, the replacement Contractor shall comply with all terms and conditions of the RFP and Contract. Further, in the event the State requires a performance guarantee, the joint Proposers shall submit a single performance guarantee issued in the names of all joint Proposers. In the event any of the joint Contractors do not meet the performance requirements, the State shall have the option to make claim up to the limit of the guarantee. The joint Contractors shall also designate, in writing, one Contractor that shall function as the single point of contact concerning all matters relating to the Contract. The State assumes no responsibility or obligation for the division of orders or purchases among the joint Contractors. If submitting a joint proposal, the Proposer should complete the form in Section 7.2.1 (Joint Proposal).

## 2.10 CONFIDENTIAL INFORMATION, TRADE SECRETS AND PROPRIETARY INFORMATION

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. **The financial proposal will not be considered confidential under any circumstance.** Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 *et. seq.*) shall be in effect. Pursuant to this Act, all proceedings, records, Contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections shall be claimed by the Proposer at the time of submission of its technical proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

***“The data contained in pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a Contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the Contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”***

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

**If the Proposer’s response contains confidential information, the Proposer should also submit a redacted copy of its proposal along with its original proposal. If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived. When submitting the redacted copy, the Proposer should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The Proposer should also submit one (1) electronic redacted copy on a flash drive. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer’s confidential data.**

If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep confidential information is waived.

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as “confidential,” the Proposer agrees to indemnify and defend (including attorney’s fees) the State and hold harmless the State against all actions or court proceedings that may ensue, which seek to order the State to disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of its participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

**2.11 PROPOSAL OPENING**

Proposals shall be opened publicly at the Office of State Procurement's physical location identified in Section 2.8 at the date and time indicated in the Calendar of Events, Section 2.2 and only the names of the Proposers submitting proposals shall be identified aloud. No other information contained in the proposal shall be released or disclosed.

**2.12 WITHDRAWAL OF PROPOSAL**

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the Office of State Procurement.

**2.13 MATERIAL IN THE RFP**

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

**2.14 WAIVER OF ADMINISTRATIVE INFORMALITIES**

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

**2.15 PROPOSAL REJECTION**

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so. Further, the State reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.

In accordance with the provisions of La. R.S. 36:2192, in awarding 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 (5%) 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.

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 a contract with the State.

**2.16 OWNERSHIP OF PROPOSAL**

All materials submitted in response to this request become the property of the State.

Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State and not returned to Proposers. Any copyrighted materials in the response are not transferred to the State.

## 2.17 SIGNATURE AUTHORITY

The Proposer should indicate in Section 7.2.2 (Signature Authority) which of the following applies to the signer of this proposal. Evidence of signature authority shall be provided upon the State's request.

1. The signer of the proposal 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 the Office of State Procurement before Contract award.**
2. The signer of the proposal is a representative of the Proposer authorized to submit this proposal 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 to the form in Section 7.2.2 (Signature Authority).**
3. The Proposer has filed with the Secretary of State an affidavit **or** resolution **or** other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be submitted to the Office of State Procurement before Contract award.**
4. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer's vendor registration on file with the Office of State Procurement.

## 2.18 PROPOSAL VALIDITY

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within the proposal response. However, the State reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

## 2.19 INDEPENDENT PRICE DETERMINATION

By submitting a proposal, the Proposer certifies that the price submitted was independently arrived at without collusion.

## 2.20 VETERAN-OWNED AND SERVICE-CONNECTED DISABLED VETERAN OWNED SMALL ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS PARTICIPATION

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

Attachment A – Request for Proposal (RFP)  
RFx No. 3000014967 Title: Regional Ethernet Services 2020

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

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in its proposal the names of the certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the Contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on its business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the Contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at:  
<http://www.legis.la.gov/Legis/Law.aspx?d=671504>

The statutes (La. R.S. 39:2001 et. seq.) concerning the Hudson Initiative may be viewed at:  
<http://www.legis.la.gov/Legis/Law.aspx?d=96265>

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:  
<http://www.doa.la.gov/pages/osp/se/secv.aspx>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at:

<https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

[http://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](http://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg)

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

<http://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/vndpubMain.cfm>

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

The Proposer should provide information concerning Veteran and Hudson Initiative participation in Section 7.2.3 (Veteran and Hudson Initiative Programs).

## **2.21 PRIME CONTRACTOR RESPONSIBILITIES**

The selected Contractor shall be required to assume responsibility for all items and services offered in its proposal whether or not it produces or provides them. The State shall consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

## **2.22 USE OF SUBCONTRACTORS**

Each Contractor shall serve as the single Prime Contractor for all work performed pursuant to its Contract. The Prime Contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the Prime Contractor acknowledges total responsibility for the entire Contract.

If it becomes necessary for the Prime Contractor to use subcontractors, the State urges the Prime Contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events any subcontractor used by the Prime Contractor should be identified to the State Project Manager.

**Information required of the Prime Contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the Contract** (See Section 3.1.1 Proposer Qualifications). The Prime Contractor shall assume total responsibility for compliance.

## **3.0 RFP REQUIREMENTS**

The State desires that the submitted proposal be labeled according to the RFP labeling format for the ease of understanding and identifying responses to each section.

The State desires to evaluate the Proposer's proposal to provide Regional Ethernet Services. Unless stated otherwise, all requested information provided in response to Section 3 of this RFP shall be evaluated.

### **3.1 PROPOSER REQUIREMENTS**

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

By submitting and signing this solicitation, the Proposer agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments Act of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended and Proposer agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Proposer agrees not to discriminate in its employment practices, and shall 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, disabilities, or age in any matter relating to employment. Any act of discrimination committed by the Proposer, 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.

#### **B. PROPOSER'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT**

By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that its company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133 and is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension" as set forth in 24 CFR part 24.

##### **B.1 CONTINUING OBLIGATION**

If the Proposer's proposal results in a Contract, the Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

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

#### **C. RIGHT TO PROHIBIT AWARDS OR PROCUREMENT**

Issuance of this RFP in no way constitutes a commitment by the State to award a Contract. The State reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so. Further, the State reserves the right

to cancel or decline to enter into a Contract with the successful Proposer at any time after the award is made and before the Contract receives final approval from the Division of Administration, Office of State Procurement.

In accordance with the provisions of La. R.S. 39:2192, in awarding 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 (5%), 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.

In accordance with the 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 a contract with the State.

### **3.1.1 PROPOSER QUALIFICATIONS**

The Proposer and its subcontractor(s) shall be fully qualified to provide the services described in this RFP. The Proposer and its subcontractor(s) shall have been in the business of providing Ethernet services for at least ten (10) years. The State desires that the Proposer have been in the business of providing Ethernet services for more than ten (10) years. The Proposer shall provide relevant information in its proposal regarding its experience in providing services, including:

1. Experience (including number of years of experience);
2. Level of involvement in projects with similar size and technical nature.

The Proposer shall provide the names of the companies it has provided the services to, the number of years service was provided, contact names, and phone numbers of each. The Proposer should provide the information in Section 7.2.4 (Proposer Qualifications).

### **3.1.2 PROPOSER PARTICIPATION**

Qualified political subdivisions of the State, quasi-state agencies and external procurement units (described in Section 7.2.5 (Proposer Participation) may be permitted to purchase from Contracts made by the Office of State Procurement. If selling directly to these entities, it is the Contractor's responsibility to ensure that the entities are qualified. A list of qualified entities is provided at the following link:

<https://www.doa.la.gov/pages/osp/aboutus/approvedquasiunits.aspx>.

The Proposer should indicate those entities it chooses to permit to purchase from the Contract on the form in Section 7.2.5 (Proposer Participation).

The State highly desires that the Proposer have regional presence to support regional coverage. The Proposer should provide information regarding office locations, number of technicians at each location, spare parts depots and policies, etc., on the forms in Section 7.2.6 (Regional Presence).

### 3.1.3 DETERMINATION OF RESPONSIBILITY

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in the Louisiana Administrative Code Title 34, Part V, Chapter 15. The State must find that the selected Proposer:

1. has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
2. has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
3. is able to comply with the proposed or required time of delivery or performance schedule;
4. has a satisfactory record of integrity, judgment, and performance; and
5. is otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Proposer should ensure that its proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

The Proposer should provide its information on the form in Section 7.2.7 (Determination of Responsibility).

## 3.2 TECHNICAL REQUIREMENTS

### 3.2.1 GENERAL REQUIREMENTS

For the purposes of this RFP, the State consists of nine (9) regions (See Appendixes 8.2 Region List and 8.3 Region Map). Specifically, the solicited Ethernet services shall be provided within a single region or between two (2) geographically adjacent regions. Services shall be offered on an "as available" basis **without** construction costs.

All service offerings shall meet IEEE 802.3 standards and MEF standards, as applicable. Service offerings shall not utilize any public network components including, but not limited to, tunneling via Layer 3 connectivity through Internet or through third-party connections.

The following are the only region-to-region services that shall be allowed:

- Between Region 1 and Region 2
- Between Region 2 and Region 3
- Between Region 2 and Region 5
- Between Region 2 and Region 7
- Between Region 3 and Region 4
- Between Region 3 and Region 5
- Between Region 5 and Region 6
- Between Region 5 and Region 7

- Between Region 7 and Region 8
- Between Region 7 and Region 9
- Between Region 8 and Region 9

The State desires bandwidths at the designated speeds end-to-end across the Proposer's network. The Proposer should provide a narrative of its service offerings.

The State shall provide entrance facilities from the State's property line to the building demarcations. The State shall not pay any Contractor incurred costs that are not included in the Installation and Monthly Charges that are not quoted in the Proposer's response.

The Proposer should describe the available Layer 1 and/or Layer 2 technologies used in delivering the Ethernet service including, but not limited to, fiber, copper, VLAN separation, etc.

The Proposer should provide the requested information in Section 7.2.8 (Ethernet Service Offerings).

### **3.2.1.1 POINT-TO-POINT ETHERNET**

The Contractor shall provide point-to-point full-duplex Ethernet services at bandwidths of 10 Mbps and 100 Mbps within a specific region or connect from the specific region to another specific geographically adjacent region (region-to-region).

The State desires that the Contractor provide point-to-point full-duplex Ethernet services at other bandwidths, including but not necessarily limited to, 2 Mbps, 4 Mbps, 8 Mbps, 20 Mbps, 50 Mbps, 250 Mbps, 500 Mbps, 1000 Mbps, 10000 Mbps, and 40000 Mbps within a specific region, or connect from the specific region to the geographically adjacent region (region-to-region). Should the Proposer choose to bid additional bandwidths it shall quote rates for one-time installation and monthly. Additional bandwidths will not be included in the financial evaluation. The Proposer should use the form in Section 7.2.9 (Point-to-Point Bandwidth – Additional Bandwidths).

Any charge related to accessing and/or connecting to the Ethernet services shall be included in the monthly cost.

### **3.2.1.2 POINT-TO-MULTIPOINT ETHERNET**

The State highly desires that the Contractor provide point-to-multipoint full-duplex Ethernet services at bandwidths including, but not limited to, 2 Mbps, 4 Mbps, 8 Mbps, 20 Mbps, 50 Mbps, 250 Mbps, 500 Mbps, 1000 Mbps, 10000 Mbps, and 40000 Mbps within a specific region or connect from the specific region to the geographically adjacent region (region-to-region).

The Proposer shall quote installation and monthly rates for each bandwidth it chooses to offer.

Any charge related to accessing and/or connecting to the Ethernet services shall be included in the monthly cost.

The Proposer should use the form in Section 7.2.10 (Point-to-Multipoint Bandwidth).

### **3.2.1.3 EXCLUSIVE**

This RFP does not solicit and the Proposer shall not include the following services in its response:

- Ethernet services across multiple (more than two (2)) regions;
- Internet or other application services;
- Managed router/switch services; and
- Layer 3 services such as MPLS configurations.

Any such services, if included in the Proposer's response, will not be evaluated nor included in the eventual contract, should the Proposer be awarded a contract.

### **3.2.1.4 QUALITY OF SERVICE**

The State desires that Quality of Service (QoS) options be available. If offered, the Proposer should describe the service offering and shall quote rates, if applicable. The Proposer should use the form in Section 7.2.11 (Quality of Service).

### **3.2.1.5 EQUIPMENT**

All equipment necessary for the Contractor to fulfill its contractual obligations shall be included in the Proposer's quoted rates. The State desires that its premise network interface equipment requirements be minimal. The Proposer should list power, equipment, mounting, environmental, and all other requirements for State premise equipment in Section 7.2.12 (Equipment Requirements).

### **3.2.1.6 NETWORK INTERFACE**

The State desires diverse customer network interface handoff capabilities (e.g. 1000Base-LX, 1000Base-SX, 100Base-FX, 100Base-TX, etc.). The Proposer should describe the interface handoff capabilities it will provide to the State for each Ethernet bandwidth being proposed in Section 7.2.13 (Handoff Capability).

### **3.2.1.7 PERFORMANCE PARAMETERS**

The service shall meet the following performance parameters measured one-way, end-to-end between the Contractor's demarcations on the State's premises. The State desires that the service exceed the following:

- Availability of 99.99% or greater;
- Packet loss of 0.1% or less;
- Round-trip latency of 20 ms or less; and
- Jitter of 4 ms or less.

The Proposer should describe the required values for the above parameters, how they are measured, and any averaging used in calculations in Section 7.2.14 (Performance Parameters).

### **3.2.1.8 NON-STANDARD ETHERNET SERVICES**

The State desires that the Proposer's Ethernet services be able to carry non-standard Ethernet traffic such as jumbo frames. The Proposer should indicate its capability to provide the service in Section 7.2.15 (Non-Standard Ethernet).

### **3.2.2 HELP DESK SERVICES**

The Contractor shall provide twenty-four (24) hours a day, seven (7) days a week help desk services including, but not limited to, customer trouble reporting mechanisms, trouble ticket tracking, and technical support. The Proposer shall describe its customer trouble reporting procedures and technical support access procedures including, but not limited to, service center locations, staffing levels, staff qualifications and trainings, service provisioning procedures, trouble reporting procedures, and customer service escalation procedures.

The Proposer should use the form in Section 7.2.16 (Helpdesk Services).

### **3.2.3 NETWORK MONITORING AND REPORTS**

The Contractor shall provide twenty-four (24) hours a day, seven (7) days a week monitoring services.

The Contractor shall provide reports upon the State's request at no cost.

The State desires that the Proposer include in its service offering a high level of network monitoring and support. Some desirable characteristics are:

- A highly structured, formalized system of network problem determination, notification, escalation, and resolution;
- Documented Standard Operating Procedures; and
- Documented Statements of Policy regarding all customer services offered.

The Proposer should describe its network monitoring and support capabilities and include the location(s) of the Network Control Center and its responsibilities and capabilities.

The Proposer should list and describe reports that will be available at no cost.

The Proposer should use the form in Section 7.2.17 (Network Monitoring and Reporting).

### **3.2.4 ADDITIONAL PROVISIONING**

The Contractor shall provide processes for requests for moves, feature changes, service configuration changes, due date changes, and order cancellations.

The Proposer shall describe all processes related to moves, feature changes, service configuration changes, due date changes, and order cancellations, which may be used by the State in the utilization of the resultant contract.

The State highly desires expedited orders. If offered, the Proposer shall provide a schedule for expedited orders, quoting rates. The Proposer should describe processes relating to expedited orders.

The Proposer should list and describe any other available provisioning processes, quoting pricing.

The Proposer should use the form in Section 7.2.18 (Additional Provisioning).

### **3.3 EQUIPMENT/SERVICE PROVISION REQUIREMENTS**

#### **3.3.1 DELIVERY**

See Section 3.3.3, Installation, for delivery requirements.

#### **3.3.2 IMPLEMENTATION**

##### **3.3.2.1 INTERFACE WITH COMMON CARRIER**

The Contractor shall be responsible for all arrangements to interconnect the service proposed to the Common Carrier and shall coordinate all such arrangements with the OTS Project Manager.

#### **3.3.3 INSTALLATION**

**MINIMUM SERVICE PERIOD.** There shall be a minimum service period of no more than thirty (30) consecutive calendar days. After the minimum service period expires, the State may terminate service at any service location without penalty or further obligation. Termination of service at any location shall not be deemed a cancellation of the Contract and shall not impact service to other subscribing locations.

##### **3.3.3.1 INSTALLATION INTERVAL**

The maximum installation interval shall be sixty (60) calendar days. The State desires the shortest installation intervals possible. The Proposer should use the form in Section 7.2.19 (Installation Intervals) to provide its installation interval offerings, if less than sixty (60) calendar days.

Failure to meet the service installation intervals may result in liquidated damages per Section 6.2.13.2 (Liquidated Damages).

##### **3.3.3.2 TEST REQUIREMENTS**

The Contractor shall perform tests to include, but not be limited to, standard carrier test for line quality, which involves bit error rate test while the circuit is looped by hardware and/or software, and throughput test to verify the circuit(s) can carry traffic loads at the specified bandwidth without inducing packet loss exceeding the Ethernet service performance parameters specified in Section 3.2.1.7 (Performance Parameters) or in the Proposer's response, whichever is stricter.

The Contractor shall notify the OTS designated project manager or premise contact(s) upon completion of successful testing. The Contractor shall provide, upon request, documentation demonstrating the successful testing. Once the OTS designated project manager or premise contact has acknowledged the notification, the Contractor may begin billing for services.

### **3.3.3.3 SITE RESTORATION**

The Contractor shall be responsible for restoring the worksite to its original condition.

### **3.3.3.4 EXECUTION OF WORK**

The Contractor shall provide a sufficient number of personnel, including all subcontractors, who possess the vital experience and skills necessary to perform the contracted work and shall not arbitrarily remove skilled and experienced personnel from any State project during the term of the Contract and any renewals. Contractor personnel changes that adversely impact the work in any manner may be cause for cancellation of the Contract for default.

The work shall be executed in a satisfactory and workmanlike manner and at a rate of progress sufficient to ensure completion within the Contract period. OTS may inspect the work's preparation, progress, and manner of execution. The Contractor shall provide to the OTS Project Manager the name of a job site superintendent who shall work with the OTS Project Manager to remedy any problems.

### **3.3.4 SERVICE CUTOVER**

The Contractor, agency, and OTS Project Manager shall agree on a date and time for cutover. The OTS Project Manager shall approve in writing that the Contractor can proceed with cutover.

### **3.4 MAINTENANCE REQUIREMENTS**

The Contractor shall preventatively and proactively maintain, repair, replace, and/or upgrade components (including parts and labor) at no additional cost to the State. Maintenance coverage shall be available twenty-four (24) hours a day, seven (7) days a week.

The Contractor shall provide notifications for both scheduled and emergency service-impacting maintenance. The notification shall include the reasons, starting time, duration time, customer impact, and other pertinent information.

The minimum advanced notification for scheduled maintenance shall be seventy-two (72) hours. The State desires longer notification times. The Proposer shall specify the amount of advanced time the scheduled maintenance notifications shall be sent to the customers if more than seventy-two (72) hours.

The minimum advanced time for the emergency maintenance notification shall be thirty (30) minutes. The State desires longer notification times. The Proposer shall specify the amount of advanced time the emergency maintenance notifications shall be sent to the customers if more than thirty (30) minutes.

The Contractor shall provide an “end of maintenance” notification describing the outcome of the maintenance immediately after the maintenance is completed.

The State desires a highly structured notification process. The Proposer should describe its notification process for all maintenance activities.

The Proposer should provide the requested information for scheduled maintenance in Section 7.2.20 (Scheduled Maintenance Notifications).

The Proposer should provide the requested information for emergency maintenance in Section 7.2.21 (Emergency Maintenance Notifications).

### **3.4.1 SERVICE RESPONSE AND RESTORATION**

The Contractor shall provide the contracted service and maintain the service performance levels as required in the RFP throughout the contract term (see Section 3.2.1 General Requirements). The Contractor shall repair or replace defective parts as necessary to provision for the contracted service. The restored service shall meet all performance requirements in this RFP.

The Contractor shall notify agencies of the outage, the affected facilities, and the projected restoration time. The Contractor shall honor all defined response times and repair times.

The Contractor shall provide a problem response time of thirty (30) minutes or less from the earliest of the following:

1. The time the system first registers the problem; or
2. The time an agency reports the problem

The Contractor shall respond to the problems by using appropriate procedures and technologies including, but not limited to, remote diagnostics and administration or the dispatch of trained technicians on site.

The Contractor shall restore service within four (4) hours or restoration intervals stated in Contractor’s proposal, whichever is less. The State highly desires restoration intervals shorter than four (4) hours. The Proposer should describe its service repair and restoration times and processes including, but not limited to, resources and abilities to respond to service and/or electronics failures, fiber cuts, and other service disruptions, service restoration time objectives under different types of service disruptions, service uptime objectives, and relevant past service uptime and restoration performance data in Section 7.2.22 (Service Restoration Intervals).

The State desires priority restoration services. The Proposer should describe any priority restoration services available and any applicable pricing in Section 7.2.23 (Priority Service Restoration).

The Contractor shall provide root cause and resolution reports within two (2) calendar days after problem resolution.

Service outages that last longer than four (4) hours or restoration intervals stated in Contractor’s proposal, whichever is less, may incur performance penalties (see Section 6.2.13.2).

**3.5 THIS SECTION INTENTIONALLY BLANK**

**3.6 THIS SECTION INTENTIONALLY BLANK**

**3.7 VALUE-ADDED BENEFITS**

The Proposer is encouraged to supply relevant information concerning any value-added benefits of its service offerings.

The Proposer should describe any value-added benefits that are at no additional cost to the State on the form in Section 7.2.24 (Value-Added Benefits at No Cost).

The Proposer should describe **and list the cost of** any value-added benefits at additional cost to the State on the form in Section 7.2.25 (Value-Added Benefits at Additional Cost).

**4.0 PRICING SPECIFICATIONS**

**4.1 PRICING SPECIFIC TO THIS RFP**

**4.1.1 BANDWIDTH**

For each region and each specific region-to-region the Proposer chooses to bid, it shall quote rates for one-time installation and fixed monthly for 10 Mbps and 100 Mbps. The monthly charge for the entire circuit shall be quoted for end-to-end, not individual ends.

The Proposer should use the form provided in Section 7.1.1 (Point-to-Point Bandwidth).

**4.1.2 ADDITIONAL PROVISIONING**

The Proposer shall quote a one-time rate for each of the following:

- service move
- feature change
- service configuration change
- due date change
- order cancellation

The Proposer should use the form in Section 7.1.2 (Additional Provisioning).

**4.1.3 REGULATED CHARGES, TAXES, AND OTHER CHARGES**

In accordance with La R.S. 47:301(8)(c), OTS is exempt from sales tax levied by the State of Louisiana as well as local sales and use taxes. A copy of OTS’s Certificate of Sales/Use Tax Exemption is included herein as Appendix 8.1 of the RFP. The Proposer shall not include and the State shall not pay state or local sales and use taxes.

**4.2 NO BID**

Any item left blank will be considered a “no bid” for that item.

All prices shall be quoted in accordance with Section 4.1, Pricing Specific to the RFP. Items are listed separately on forms in Section 7 in order for the State to be able to purchase each item separately. Any item marked as zero cost to the State shall be considered to be offered to the State at no charge.

**4.3 THIS SECTION INTENTIONALLY BLANK**

**5.0 EVALUATION AND AWARD**

**5.1 GENERAL**

**5.1.1 NO AWARD**

The State reserves the right to cancel or decline to enter into a Contract with the successful Proposer at any time after the award is made and before the Contract receives final approval from the Division of Administration, Office of State Procurement.

**5.1.2 ADDITIONAL INFORMATION**

The State reserves the right to require additional information from Proposers and to conduct necessary investigations to determine responsibility of Proposers or to determine accuracy of proposal information. The additional information will be requested in the form of a clarification request by the RFP Coordinator. If additional information is requested, the Proposer shall furnish it within the State's stipulated deadline. Failure to do so may result in rejection of the proposal.

**5.2 CRITERIA**

**5.2.1 ADMINISTRATIVE AND TECHNICAL COMPLIANCE**

All proposals received as a result of this RFP shall be subject to review for the purposes of selecting a Proposer to whom a Contract shall be awarded. No information shall be given out concerning the ultimate outcome while consideration of the award is in progress.

The successful Proposer(s) shall meet all mandatory administrative and technical requirements.

**5.2.2 SPECIFIC CRITERIA (WEIGHTED)**

Cost. The maximum number of points that shall be awarded for this criterion is fifty-eight (58). The maximum points for this criterion shall be awarded to the Proposer who proposes the lowest total cost for the service calculated over a thirty-six (36) month period.

Service Offering. Proposers who are found to be technically and administratively compliant shall be assigned points in the Service Offering category. Points shall be assigned based on how well the Proposer's service offering meets or exceeds the stated desirable

features/functions, the State's perceived value of the service offering, and how well the Proposer's overall service offering compares to the service offerings of other Proposers eligible to receive points in this category.

Proposals will be evaluated for Proposer's Technical acceptability according to the criteria listed in Section 3.2 and Section 3.3. **Proposers must score a minimum of points (20 out of 30) in the technical category to be considered technically acceptable and therefore deemed susceptible of being selected. Proposals not meeting the minimum technical points will be considered technically unacceptable and will not be evaluated financially.**

In the event only one (1) proposal meets all technical and administrative requirements the State reserves the right to not evaluate the service offering of that proposal.

The maximum number of points that may be awarded for this criteria is thirty (30). It is possible that no Proposer may receive the maximum number of points.

**Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation:**

Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship or who will engage the participation of one or more certified small entrepreneurship as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

**Proposer Status and Allotment of Reserved Points**

1. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in the RFP.
2. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
3. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage extent of contact work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
4. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in the RFP.

**5.2.3 SIMULTANEOUS REVIEW**

The functions described in this section may be performed simultaneously or in any order. Once a determination is made that a proposal is non-compliant in any area, that proposal shall be disqualified from further consideration.

**5.3 METHODOLOGY**

**5.3.1 MODEL**

Cost shall be calculated by multiplying the unit price by the model quantities to obtain a total cost. The formula described in Section 5.3.2 shall be applied to determine the points assigned to the Proposer’s total cost. These points shall be added to the points assigned in the Service Offering and the Hudson/Veteran Initiatives Participation criteria to determine a total point score for each proposal remaining in contention. The actual evaluation model shall be submitted to the Office of State Procurement prior to proposal opening. This model shall become part of the file and shall be available to all Proposers after proposal opening.

**5.3.2 FORMULAS**

This formula shall be used for determining the points for cost.

The lowest proposal price, PI, shall be awarded a score equal to the maximum points for cost.

All other proposals, Pi, i=2,3,....N, where N is the total number of proposals and where MP is the maximum points for the category, shall be scored as follows:

Example:	Score of Proposal I	=	$\frac{PI}{P_i} \times MP$
	Vendor 1 Lowest proposal \$ 20,000	=	PI
	Vendor 2 proposal \$ 25,000	=	Pi
	58	=	MP
	(Vendor 1) \$ $\frac{20,000}{25,000} \times 58$ (MP)	=	46.4
	(Vendor 2) \$ 25,000		

**5.4 OTS RECOMMENDATION FOR AWARD**

**5.4.1 DETERMINATION OF SUCCESSFUL PROPOSER**

A recommendation for award may be made for one (1), two (2), three (3), or four (4) Proposers per region who receive the highest rankings in point allocation and who meet all mandatory administrative and technical requirements.

A recommendation for award may be made for one (1), two (2), three (3), or four (4) Proposers per region-to-region who receive the highest rankings in point allocation and who meet all mandatory administrative and technical requirements.

**5.4.2 WRITTEN RECOMMENDATION FOR AWARD**

When OTS has completed the evaluation and a successful Proposer(s) has been determined, a written recommendation for award shall be forwarded to the Office of State Procurement for review.

## **5.5 AWARD**

Upon review and approval of OTS's recommendation for award, the Office of State Procurement (OSP) will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. The "Notice of Intent to Award" letter is the notification of the award contingent upon the approval by the Division of Administration, Office of State Procurement and on the successful negotiation and execution of a written Contract.

OSP will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et. seq) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report are public record and shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with La. R.S. 39:1671, to the Director of State Procurement, within fourteen (14) days of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.

## **6.0 CONTRACTUAL TERMS AND CONDITIONS**

### **6.1 GENERAL TERMS AND CONDITIONS**

#### **6.1.1 TAXES**

Proposers should be aware that any taxes levied upon the selected Proposer or its equipment shall be paid in accordance with current tax laws in effect at the time of the purchase by the State. Selected Proposers shall pay all other taxes or assessments, however designated, imposed or levied in connection with the Contract and shall be solely responsible for remitting such taxes or assessments to the appropriate taxing or collection agency.

#### **6.1.2 COMPLIANCE WITH LAWS, REGULATIONS, CODES, AND ORDINANCES**

The selected Proposer shall comply with all applicable provisions of federal and state statutes, laws, and regulations; parish and city codes or ordinances, specifically the National Electrical Code, Part 68 of the Federal Communications Commission's Rules and Regulations, tariffs or the Louisiana Public Service Commission, and all Louisiana laws and regulations regarding procurement including La. R. S. 37:2163. The selected Proposer shall be responsible for all licenses, permits, and inspection fees required.

#### **6.1.3 CONTRACTOR RESPONSIBILITIES**

The Contractor assumes responsibility for all items and/or services offered in its proposal whether or not the Contractor produces or provides them. Further, the State shall consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

**6.1.4 GOVERNING LAW**

All activities associated with this RFP process and eventual Contract shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code); purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. Venue of any action brought with regard to all activities associated with this RFP process shall be in the Nineteenth Judicial Court, Parish of East Baton Rouge, State of Louisiana.

**6.1.5 REQUEST FOR PROPOSAL AND PROPOSAL INCORPORATED BY REFERENCE**

The provisions of the selected proposal and this RFP with all addenda shall be incorporated by reference in the Contract.

**6.1.6 ORDER OF PRECEDENCE**

In the event of ambiguity in the specifications, the order of precedence shall be the Contract, the RFP, and then the successful proposal.

**6.1.7 GOOD FAITH NEGOTIATIONS**

It is expected that both parties shall make reasonable efforts in an attempt to negotiate a Contract. If it is determined that either party is not acting in good faith, Contract negotiations shall cease.

If a Contract cannot be negotiated within ninety (90) days after issuance of “Notice of Intent to Award,” the State may, at its discretion, withdraw the intent to award and issue a “Notice of Intent to Award” to the Proposer who received the next highest ranking in point allocation.

**6.1.8 WAIVER CLAUSE**

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

**6.1.9 SEVERABILITY**

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

**6.1.10 HEADINGS AND SECTION REFERENCES**

The headings given to the paragraphs herein are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular paragraph to which the heading refers.

**6.1.11 RIGHT TO AUDIT**

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the Contract for a period of five (5) years from the date of the last payment made under the Contract or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

**6.1.12 PROPOSER'S COOPERATION**

Any Proposer has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc., to the State when requested. This applies even if an eventual Contract is terminated and/or a lawsuit is filed. Specifically, the Proposer shall not limit or impede the State's right to audit or to withhold State owned documents.

**6.1.13 OWNERSHIP**

All records, reports, documents, or other material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by the Contractor to the State, at Contractor's expense, at termination or expiration of the Contract.

**6.1.13.1 RECORD RETENTION**

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

**6.1.14 USE OF AGENCY'S FACILITIES**

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of the Contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of the Contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

**6.1.15 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with La. R.S. 39:1602.1, the following applies to any Proposal with a value of \$100,000 or more and to Proposers with five (5) or more employees:

By submitting a response to this solicitation, the Proposer certifies and agrees that the following information is correct: In preparing its response, the 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 Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The Proposer has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

**6.2 CONTRACT ADMINISTRATION**

**6.2.1 CONTRACT TERM**

The Contract(s) resulting from this solicitation is effective upon the approval of the Office of State Procurement. The thirty-six (36) month Contract term shall begin upon OTS's written approval of successful conversion from the old Contract to the new Contract unless otherwise terminated in accordance with the Termination provisions of this Contract. Total operational contract time may not exceed sixty (60) months.

**6.2.2 RENEWAL TERM**

Upon acceptance by the Contractor and approval by the State, the Contract may be renewed for two (2) additional twelve (12) month periods at the same prices, terms and conditions, not to exceed sixty (60) months total.

**6.2.3 ORDERS**

State agencies and higher education shall request the service through OTS. OTS shall determine which Contractor(s) can technically provide the requested service. OTS shall request price quotes from the qualified Contractor(s). The price quoted shall not exceed the contracted rates. The monthly charge for the entire circuit shall be quoted for end-to-end, not individual ends. OTS shall provide the information to the agency. The agency shall select its Contractor of choice.

OTS shall send a written order to the selected Contractor. The Contractor shall not accept orders directly from the state agencies or higher education.

Written orders for quasi-state agencies and political subdivisions such as local and parish government agencies shall not be approved by OTS. The Contractor shall accept orders directly from these agencies. It is the responsibility of the Contractor to verify the type of agency.

**6.2.4 CHANGE ORDERS**

Modifications to an initial order shall be made in writing by the ordering entity and shall be known as a change order.

**6.2.5 INVOICING**

All invoices shall be itemized in the same units and at the same rates or prices as proposed by the Contractor.

Invoices shall reference the written order number and shall be itemized with item numbers, contract numbers, OTS numbers (if applicable), user agency name, routes, bandwidths, quantities, and prices as indicated on the written order. Invoices which do not comply shall be returned to the Contractor. Invoices with insufficient information, including incorrect billing amounts, may not be paid by the State.

The Contractor shall submit invoices for state agencies and higher education directly to OTS. OTS shall reconcile and approve state agency and higher education invoices. The Contractor shall not submit an invoice directly to the using state agency or higher education.

The Contractor shall submit the itemized invoices for written orders issued and approved by OTS to the OTS Accounts Payable Section on a monthly basis and no later than the tenth (10<sup>th</sup>) day of the month. Failure to provide invoices by the tenth (10<sup>th</sup>) day of the month may result in non-payment of the invoice for that month.

**6.2.5.1 QUASI-STATE AGENCIES AND POLITICAL SUBDIVISIONS**

Invoices for Quasi-State Agencies and political subdivisions shall be sent to the ordering agency. Invoices for these agencies shall not be approved by OTS.

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**6.2.5.3 ELECTRONIC BILLING**

OTS uses an automated billing system to process invoices from its Contractors to produce a bill for its customers. Accordingly, the Contractor shall provide monthly electronic billing which is a direct reflection of all billable items noted in the monthly invoice. A sample electronic billing will be provided to the Contractor after award.

The Contractor shall provide electronic billing via computer readable format that can be used as direct input each month to the State's billing system. The Contractor shall submit the file monthly to an OTS provided email address within ten (10) calendar days of the hard copy invoice being issued. The State shall not be responsible for downloading electronic billing from the Contractor's portal. An example of an acceptable electronic billing solution is a data file made up of defined records. Each record represents specific billable information that matches the Contractor's end of month paper based invoice. Examples of acceptable data formats are character-separated value (.csv), delimited text (.txt) and Excel (.xls[x]). Examples of unacceptable electronic billing formats are scanned images of the paper invoice, Optical Character Recognition (OCR) files, EDI, and Portable Document Format (PDF) files.

The electronic billing data shall be sent to the State via a typical electronic media such as CD, DVD or flash drive, or transmitted in an encrypted format through a secure file transfer protocol or email. Examples of unacceptable electronic media would be unique tape cartridges that would require the State to purchase a new and compatible tape drive.

Any changes made to the record layout and/or media format that inhibit OTS's ability to process the Contractor's data may result in non-payment. The Contractor shall inform OTS and receive OTS approval of changes to be made to the record layout and/or media format prior to the change.

The Proposer should address how it intends to transmit the electronic invoice data and the billing media format to the State. The Proposer should provide the requested information on the form in Section 7.2.26 (Electronic Billing).

The Contractor shall demonstrate its ability to perform electronic billing as described above within sixty (60) days after the sample electronic billing being provided to it. If the Contractor fails to fully demonstrate its ability to bill electronically within sixty (60) days the Notification of Award may be canceled and the Office of State Procurement will issue a Notification of Award to the Proposer that received the next highest ranking in point allocation meeting all administrative and technical requirements.

## **6.2.6 PAYMENTS**

OTS shall be responsible for payment of invoices for all orders issued and approved by OTS. OTS shall not make payments on partially correct invoices. These invoices shall be returned to the Contractor.

Quasi-State agencies and political subdivisions shall be responsible for payment of their invoices.

### **6.2.6.1 ELECTRONIC PAYMENTS**

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

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

For all statewide and agency term contracts:

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

**EFT** payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that the Contractor have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available at [DOA-OSRAP-EFT@la.gov](mailto:DOA-OSRAP-EFT@la.gov).

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

The Proposer should check which option it will accept or indicate if it is already enrolled on the form in Section 7.2.27 (Electronic Payments).

#### **6.2.6.2 LATE PAYMENTS**

Interest due by a State agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

#### **6.2.7 REPORTS**

The Contractor shall provide semi-annual usage reports. At a minimum, the reports shall include the Contract number, from and to dates, name of person who created the report, user agency name, invoice number, connecting address, bandwidth, total months of service, monthly cost, and report total cost. The semi-annual usage reports shall be submitted on the fifteenth (15<sup>th</sup>) day of January and the fifteenth (15<sup>th</sup>) day of July.

Upon request, the Contractor shall provide additional usage reports. The Contractor shall provide the additional usage reports within fourteen (14) calendar days of request.

The Contractor may be penalized five hundred dollars (\$500.00) per day for reports not provided within the required timeframe.

A sample of the usage report format is included herein as Appendix 8.4.

#### **6.2.8 THIS SECTION INTENTIONALLY BLANK**

#### **6.2.9 TERMINATION**

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 the 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.

#### **6.2.9.1 TERMINATION FOR CAUSE**

The State may terminate the Contract or any orders issued pursuant to the Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract or any orders issued pursuant to the Contract provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract or any orders issued pursuant to the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in the RFP or proposal shall constitute a default and may cause cancellation of the Contract or any orders issued pursuant to the Contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain any or all products or services covered by the Contract or any orders issued pursuant to 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 proposal from the defaulting Contractor shall be considered.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the Contract or any orders issued pursuant to the Contract provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

#### **6.2.9.2 TERMINATION FOR CONVENIENCE**

The State may terminate the Contract or any orders issued pursuant to the Contract 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 date of termination, to the extent work has been performed satisfactorily.

#### **6.2.9.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of the Contract or any orders issued pursuant to the Contract is contingent upon the continuation of an appropriation of funds by the Legislature to fulfill the requirements of the Contract or any orders issued pursuant to the Contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of a Contract or any orders issued pursuant to the Contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the Contract or any orders

issued pursuant to the Contract, the Contract or any orders issued pursuant to the Contract shall terminate on the last day of the fiscal year for which funds were appropriated.

**6.2.10 CONTRACT MODIFICATIONS**

Contract modifications may result from technological enhancements, manufacturer discontinuance, or obsolescence. If an item meets or exceeds original specifications and the price is equal to or lower than the original proposal price, a Contract modification may be requested in writing by the Contractor to the OTS Contracts Administrator. The Office of Technology Services shall review the request and make a written recommendation to the Office of State Procurement. Revisions/Modifications will become effective only upon approval by the Office of State Procurement.

OTS will not consider contract modifications until the services as required in the RFP are provided to the satisfaction of OTS.

**6.2.11 CONTRACT CONTROVERSIES**

Contract controversies between the State and Contractor which arise by virtue of the Contract between them shall be handled in accordance with Louisiana Procurement Code specifically La. R.S. 39:1673. This includes without limitation controversies based upon breach of Contract, mistake, misrepresentation, or other cause for Contract modifications or rescission.

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**6.2.13 REMEDIES**

**6.2.13.1 SERVICE GUARANTEE REQUIREMENTS**

Service guarantee shall mean it is the responsibility of the Contractor to provide the contracted service and to maintain the service performance levels as required in this RFP during the entire term of the Contract at no additional cost to the State. The Contractor shall repair or replace defective parts as necessary to provide for the contracted service. Service guarantee coverage shall be available twenty-four (24) hours a day, seven (7) days a week.

**6.2.13.2 LIQUIDATED DAMAGES**

It is understood and agreed between the State and the Contractor, that time is of the essence and that for each calendar day of delay beyond installation of sixty (60) calendar days or as defined by the Proposer if less, after due allowance for such extension or extensions of time that may be consented to by the State, and through a maximum extension of thirty (30) calendar days, the Contractor shall pay to the State as liquidated damages the sum of one hundred dollars (\$100) per day, not to exceed the monthly rate of the respective service. It is understood between the State and the Contractor that such sum shall be treated as liquidated damages and not as a penalty, and that the State may withhold from the Contractor's compensation such sums as liquidated damages.

Whenever an interruption of services or other defect in transmission occurs due to events other than force majeure, the Contractor shall be assessed at a rate of 25% of the monthly

service cost per day, for interruptions or defects in transmission lasting over four (4) hours or the restoration interval defined in the Proposer's response, whichever is less. This amount shall not exceed the monthly rate for the respective service. The Contractor shall make available to the State any and all logs, records, maintenance reports and other documentation which the State requests in order to determine usage and outages. Each party shall assist the other in resolving claims. The State may withhold from any payments to the Contractor the cost of damages from interruption of services.

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**6.2.13.4 THIS SECTION INTENTIONALLY BLANK**

**6.2.13.5 ASBESTOS**

Should asbestos be encountered during the performance of the Contract, the Contractor shall stop working in the asbestos environment and contact OTS immediately.

**6.2.13.6 LATE INVOICE AND CALL DETAIL**

Failure on the part of the Contractor to provide an invoice and a readable Call Detail by the tenth (10<sup>th</sup>) calendar day of the month may result in non-payment of the invoice for the month and may result in cancellation of the Contract.

**6.2.14 ASSIGNMENT**

The Contractor shall not assign any interest in the Contract by assignment, transfer, or novation without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

**6.3 DUTY TO DEFEND, FORCE MAJEURE, INDEMNIFICATION AND LIMITATION OF LIABILITY**

**6.3.1 DUTY TO DEFEND**

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related to this RFP and/or any resulting Contract, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

**6.3.2 FORCE MAJEURE**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract.

**6.3.3 INDEMNIFICATION AND LIMITATION OF LIABILITY**

Contractor agrees to protect, indemnify, save, and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

The Contractor shall indemnify, and hold harmless the State, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished by Contractor under its proposal and the Contract, or of any copyright trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require the Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) the State's unauthorized modification or alteration of a Product, Material, or Service; (ii) the State's use of the Product, Material, or Service in combination with other Products, Materials, or Services not furnished by Contractor; or (iii) the State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation," and regardless of the basis on which the claim is made, the Contractor's liability **for direct damages, shall be the greater of \$100,000, the**

**dollar amount of the Contract, or two (2) times the charges for Products, Materials, or Services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due the Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **6.4 INSURANCE TYPES AND AMOUNTS**

The Contractor shall purchase and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

### **6.4.1 MINIMUM SCOPE AND LIMITS OF INSURANCE**

#### **6.4.1.1 WORKERS COMPENSATION**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

#### **6.4.1.2 COMMERCIAL GENERAL LIABILITY**

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

#### **6.4.1.3 AUTOMOBILE LIABILITY**

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

#### **6.4.1.4 PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)**

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

#### **6.4.2 DEDUCTIBLES AND SELF INSURED RETENTIONS**

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

#### **6.4.3 OTHER INSURANCE PROVISIONS**

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

##### **6.4.3.1 GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES**

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not effect coverage provided to the agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

##### **6.4.3.2 WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE**

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

##### **6.4.3.3 ALL COVERAGES**

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after thirty (30) days written notice has been given to the Agency. Ten (10) day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

#### **6.4.4 ACCEPTABILITY OF INSURERS**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the Contract.

#### **6.4.5 VERIFICATION OF COVERAGE**

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any Contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, the Contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the Contract.

#### **6.4.6 SUBCONTRACTORS**

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

#### **6.4.7 WORKERS COMPENSATION INDEMNITY**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether

pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent Contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of the Contract.

**BUILDER’S RISK COVERAGE** – A General Contractor shall purchase and maintain property insurance upon the entire work included in the Contract for an amount equal to the greater of the full-completed value or the amount of the construction Contract including any amendments thereto (with the exception of the following sub-limit for flood). The general Contractor’s policy shall provide “ALL RISK” Builder’s Risk insurance (extended to include the perils of flood, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure.) Flood sub-limit shall equal an amount no lower than ten percent (10%) of the total Contract cost per occurrence. The “All Risk” Builder’s Risk Insurance must also cover architects’ and engineers’ fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril not to exceed ten percent (10%) of the cost of those repair and/or replacements.

Flood coverage shall be provided by the Contractor on the first floor and below for projects North of the Interstate Corridor beginning at the Texas – Louisiana border at Interstate 10 East to the Baton Rouge junction of Interstate 12, East to Slidell junction with Interstate 10 to the Louisiana – Mississippi border. On projects South of this corridor, flood coverage shall be required on the first and second floors and below. Coverage for roofing projects shall **not** require flood coverage. The Contractor has the right to purchase coverage or self-insure any exposures not required by the RFP, but shall be held liable for all losses, deductibles, self-insurance for coverages not required.

A specialty Contractor shall purchase and maintain property insurance upon the system to be installed for an amount equal to the greater of the full-completed value or the amount of the Contract including any amendments thereto. The specialty Contractor may provide an installation floater with the same coverage as the “ALL RISK” Builder’s Risk insurance policy.

The policy must include the interest of the Owner, Contractor and Subcontractors as their interest may appear.

Policies insuring projects involving additions, alterations or repairs to existing buildings or structures must include an endorsement providing the following:

In the event of a disagreement regarding a loss covered by this policy which may also be covered by the State of Louisiana policy of self-insurance or any commercial property insurance policy purchased by the State of Louisiana, Office of Risk Management (ORM) covering in excess of the State of Louisiana, policy of self-insurance, this company agrees to follow the following procedure to establish coverage and/or the amount of loss:

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within twenty (20) days of receipt of written demand, this company and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial umpire. The appraisers will then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of the loss that must be borne by each policy. If the two appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two shall determine the policy or policies and the amount of the loss. Each insurance company (or ORM) agree that the decision of the appraisers and the umpire if involved, will be binding and final and that neither party will resort to litigation. Each of the two parties shall pay their chosen appraiser and bear the cost of the umpire equally.

**7.0 RESPONSE FORMS**  
**7.1 PRICING FORMS**  
**7.1.1 POINT-TO-POINT BANDWIDTH (See Section 4.1.1)**

The monthly charge for the entire circuit shall be quoted for end-to-end, not individual ends.

**Region** (specify #) \_\_\_\_\_

<u>Bandwidth (Mbps)</u>	<u>One-Time Installation Rate</u>	<u>Monthly Rate</u>
10	\$	\$
100	\$	\$

**REGION-TO-REGION**

**Region** (specify #) \_\_\_\_\_ **to Region** (specify #) \_\_\_\_\_

<u>Bandwidth (Mbps)</u>	<u>One-Time Installation Rate</u>	<u>Monthly Rate</u>
10	\$	\$
100	\$	\$

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**  
**7.1 PRICING FORMS**  
**7.1.2 ADDITIONAL PROVISIONING (See Section 4.1.2)**

**Region (specify #)** \_\_\_\_\_

<b>Bandwidth (Mbps)</b>	<b>Service Move</b>	<b>Feature Change</b>	<b>Configuration Change</b>	<b>Due Date Change</b>	<b>Order Cancellation</b>
10	\$	\$	\$	\$	\$
100	\$	\$	\$	\$	\$

**REGION-TO-REGION**

**Region (specify #)** \_\_\_\_\_ **to Region (specify #)** \_\_\_\_\_

<b>Bandwidth (Mbps)</b>	<b>Service Move</b>	<b>Feature Change</b>	<b>Configuration Change</b>	<b>Due Date Change</b>	<b>Order Cancellation</b>
10	\$	\$	\$	\$	\$
100	\$	\$	\$	\$	\$

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.1 JOINT PROPOSAL (See Section 2.9)**

If this is a joint proposal response, complete the following:

Proposer serving as primary contact:

Company \_\_\_\_\_

Address \_\_\_\_\_

Company Website \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Additional Proposer:

Company \_\_\_\_\_

Address \_\_\_\_\_

Company Website \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Additional Proposer:

Company \_\_\_\_\_

Address \_\_\_\_\_

Company Website \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.2 SIGNATURE AUTHORITY (See Section 2.17)**

Person authorized to sign this RFP \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

FAX No. \_\_\_\_\_

The Proposer should indicate which of the following applies to the signer of this proposal.

- \_\_\_\_\_ 1. The signer of the proposal 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 the Office of State Procurement before Contract award).
- \_\_\_\_\_ 2. The signer of the proposal is a representative of the Proposer authorized to submit the proposal 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).
- \_\_\_\_\_ 3. The Proposer has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. A copy of the applicable document must be submitted to the Office of State Procurement before Contract award.
- \_\_\_\_\_ 4. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer's vendor registration on file with the Office of State Procurement.

If this is a joint proposal response, this page should be duplicated and completed for each Proposer.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.3 VETERAN AND HUDSON INITIATIVE PROGRAMS (See Section 2.20)**

Please refer to Section 2.20 for additional information.

1. Are you a certified Louisiana-based small entrepreneurship in accordance with the Veteran Initiative?  
 Yes       No
  
2. Are you a certified Louisiana-based small entrepreneurship in accordance with the Hudson Initiative?  
 Yes       No
  
3. If you are not a certified small entrepreneurship have you engaged one or more certified small entrepreneurships to participate as subcontractors?  
 Yes       No
  
4. If yes, how many? \_\_\_\_\_ List the names of the subcontractors, the experience and qualifications of each, a description of the work each will perform, and the dollar value of each contract. The Proposer should use additional copies of the form in Section 7.2.4 (Proposer Qualifications), to describe the experience and qualifications of each subcontractor.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.4 PROPOSER QUALIFICATIONS (See Section 3.1.1)**

The Proposer has been in the business of providing \_\_\_\_\_ since \_\_\_\_\_ year.

Office Address: \_\_\_\_\_

Office Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Web Site: \_\_\_\_\_

FAX No: \_\_\_\_\_

The Proposer shall provide relevant information regarding its experience in providing services, including:

- Experience (including number of years); and
- Level of involvement in projects with similar size and technical nature.

The Proposer shall provide names of the companies it has provided the services to, the number of years service was provided, contact names, and phone numbers of each.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.5 PROPOSER PARTICIPATION (See Section 3.1.2)**

1. Will the Proposer permit quasi-state agencies and political subdivisions to purchase from a Contract resulting from this proposal?

Yes  No

2. Will the Proposer permit agencies of the United States Government to purchase from a Contract as a result of this proposal?

Yes  No

3. Will the Proposer permit buying organizations (other than the United States Government), not located in this state which, if located in this state, would qualify as a public procurement unit to purchase from a Contract resulting from this proposal?

Yes  No

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.6 REGIONAL PRESENCE (See Section 3.1.2)**

The Proposer should provide information regarding office locations, number of technicians at each location, spare parts depots and policies, etc.

The Proposer may duplicate this page as necessary.

- 7.0 RESPONSE FORMS**
- 7.2 OTHER RESPONSE FORMS**
- 7.2.7 DETERMINATION OF RESPONSIBILITY (See Section 3.1.3)**

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.8 ETHERNET SERVICE OFFERINGS (See Section 3.2.1)**

The Proposer should describe the available Layer 1 and/or Layer 2 technologies used in delivering the Ethernet service.

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.9 POINT-TO-POINT BANDWIDTH – ADDITIONAL BANDWIDTHS (See Section 3.2.1.1)**

The Proposer shall quote installation and monthly rates for each additional bandwidth it chooses to offer. Additional bandwidth will not be included in the financial evaluation.

**Region** (specify #) \_\_\_\_\_

Bandwidth (Mbps)	<u>One-Time Installation Rate</u>	<u>Monthly Rate</u>
	\$	\$
	\$	\$
	\$	\$

**REGION-TO-REGION**

**Region** (specify #) \_\_\_\_\_ **to Region** (specify #) \_\_\_\_\_

Bandwidth (Mbps)	<u>One-Time Installation Rate</u>	<u>Monthly Rate</u>
	\$	\$
	\$	\$
	\$	\$

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.10 POINT-TO-MULTIPOINT BANDWIDTH (See Section 3.2.1.2)**

The Proposer shall quote installation and monthly rates for each additional bandwidth it chooses to offer. Additional bandwidths will not be included in the financial evaluation.

**Region** (specify #) \_\_\_\_\_

<b>Bandwidth (Mbps)</b>	<b><u>One-Time Installation Rate</u></b>	<b><u>Monthly Rate</u></b>
	\$	\$
	\$	\$
	\$	\$

**REGION-TO-REGION**

**Region** (specify #) \_\_\_\_\_ **to Region** (specify #) \_\_\_\_\_

<b><u>Bandwidth (Mbps)</u></b>	<b><u>One-Time Installation Rate</u></b>	<b><u>Monthly Rate</u></b>
	\$	\$
	\$	\$
	\$	\$

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.11 QUALITY OF SERVICE (See Section 3.2.1.4)**

The Proposer should describe its service offering and quote rates, if applicable.

<u>QoS Classification</u>	<u>One-Time Installation Rate</u>	<u>Recurring Monthly Rate</u>
	\$	\$
	\$	\$
	\$	\$
	\$	\$

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.12 EQUIPMENT REQUIREMENTS (See Section 3.2.1.5)**

The Proposer should list power, equipment, mounting, environmental, and all other requirements for State premise equipment.

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.13 HANDOFF CAPABILITY (See Section 3.2.1.6)**

The Proposer should describe the interface handoff capabilities it will provide to the State for each Ethernet bandwidth being proposed.

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.14 PERFORMANCE PARAMETERS (See Section 3.2.1.7)**

The Proposer should describe the required values for the parameters, how they are measured, and any averaging used in calculations.

The Proposer may duplicate this page as necessary.

- 7.0 RESPONSE FORMS**
- 7.2 OTHER RESPONSE FORMS**
- 7.2.15 NON-STANDARD ETHERNET (See Section 3.2.1.8)**

The Proposer should indicate its capability to carry non-standard Ethernet traffic such as jumbo frames.

**Region** (specify #) \_\_\_\_\_

**Region** (specify #) \_\_\_\_\_ **to Region** (specify #) \_\_\_\_\_

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.16 HELPDESK SERVICES (See Section 3.2.2)**

The Proposer shall describe its customer trouble reporting procedures and technical support access procedures including, but not limited to, service center locations, staffing levels, staff qualifications and trainings, service provisioning procedures, trouble reporting procedures, and customer service escalation procedures.

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.17 NETWORK MONITORING AND REPORTING (See Section 3.2.3)**

The Proposer should describe its network monitoring and support capabilities and include the location(s) of the Network Control Center and its responsibilities and capabilities.

The Proposer should list and describe reports that will be available at no cost.

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.18 ADDITIONAL PROVISIONING (See Section 3.2.4)**

The Proposer shall describe all processes related to moves, feature changes, service configuration changes, due date changes, and order cancellations, which may be used by the State in the utilization of the resultant contract.

If Expedited Orders are offered, the Proposer shall provide a schedule, quoting rates.

The Proposer should list and describe any other available provisioning processes, quoting rates.

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.19 INSTALLATION INTERVALS (See Section 3.3.3.1)**

The Proposer should state its installation intervals if less than sixty (60) days.

**Region** (specify #) \_\_\_\_\_

**Region** (specify #) \_\_\_\_\_ **to Region** (specify #) \_\_\_\_\_

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.20 SCHEDULED MAINTENANCE NOTIFICATION (See Section 3.4)**

The Proposer shall specify the amount of advanced time the scheduled maintenance notifications shall be sent to the customers if more than seventy-two (72) hours.

The Proposer should describe its notification process for scheduled maintenance.

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.21 EMERGENCY MAINTENANCE NOTIFICATION (See Section 3.4)**

The Proposer shall specify the amount of advanced time the emergency maintenance notifications shall be sent to the customers if more than thirty (30) minutes.

The Proposer should describe its notification process for emergency maintenance.

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.22 SERVICE RESTORATION INTERVALS (See Section 3.4.1)**

The Proposer should describe its service repair and restoration times and processes.

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.23 PRIORITY SERVICE RESTORATION (See Section 3.4.1)**

The Proposer should describe any priority restoration services available and any applicable pricing.

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.24 VALUE-ADDED BENEFIT AT NO COST (See Section 3.7)**

The Proposer should describe any value-added benefits that are at no additional cost to the State.

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.25 VALUE-ADDED BENEFIT AT ADDITIONAL COST (See Section 3.7)**

The Proposer should describe **and list the cost of** any value-added benefits at additional cost to the State.

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.26 ELECTRONIC BILLING (See Section 6.2.5.3)**

The Proposer should provide the requested information including a hard copy sample invoice.

The Proposer may duplicate this page as necessary.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.27 ELECTRONIC PAYMENT (See Section 6.2.6.1)**

The Proposer should check which option it will accept or indicate if it is already enrolled.

Payment Type	Will Accept	Already Enrolled
LaCarte	_____	_____
EFT (Electronic Funds Transfer)	_____	_____

\_\_\_\_\_  
Printed Name of Individual Authorized

\_\_\_\_\_  
Authorized Signature for payment type chosen

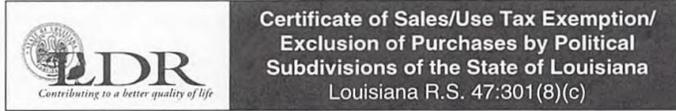
\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address of authorized individual

\_\_\_\_\_  
Phone number of authorized individual

**8.0 APPENDIX**  
**8.1 TAX EXEMPTION STATUS (See Section 4.1.3)**

R-1056 (10/07)



PLEASE PRINT OR TYPE.

Political Subdivision State of Louisiana / Office of Technology Services		Louisiana Dept. of Revenue Registration No. (if applicable) 72-6000720	
Address PO Box 3898			
City Baton Rouge		State LA	ZIP 70821

The above referenced entity does hereby certify that the entity is a public agency of the State of Louisiana with legal status as one of the following:

- State agency, board or commission
- Municipal government or instrumentality thereof
- Public Charter School (R.S. 17:3971-4001)
- Hospital service district
- Public housing authority
- Parish government or instrumentality thereof
- Parish school board or public school
- Law enforcement district
- Waterworks district
- Parish and municipal libraries
- Other \_\_\_\_\_

Purchases of tangible personal property and taxable services, and/or leases and rentals of tangible personal property by the above referenced political subdivision are totally exempted from the sales tax levied by the State as provided by R.S. 47:301(8)(c). The Louisiana Constitution, Article VI, §44(2) defines a political subdivision as "a parish, municipality, and any other unit of local government, including a school board and a special district, authorized by law to perform governmental functions".

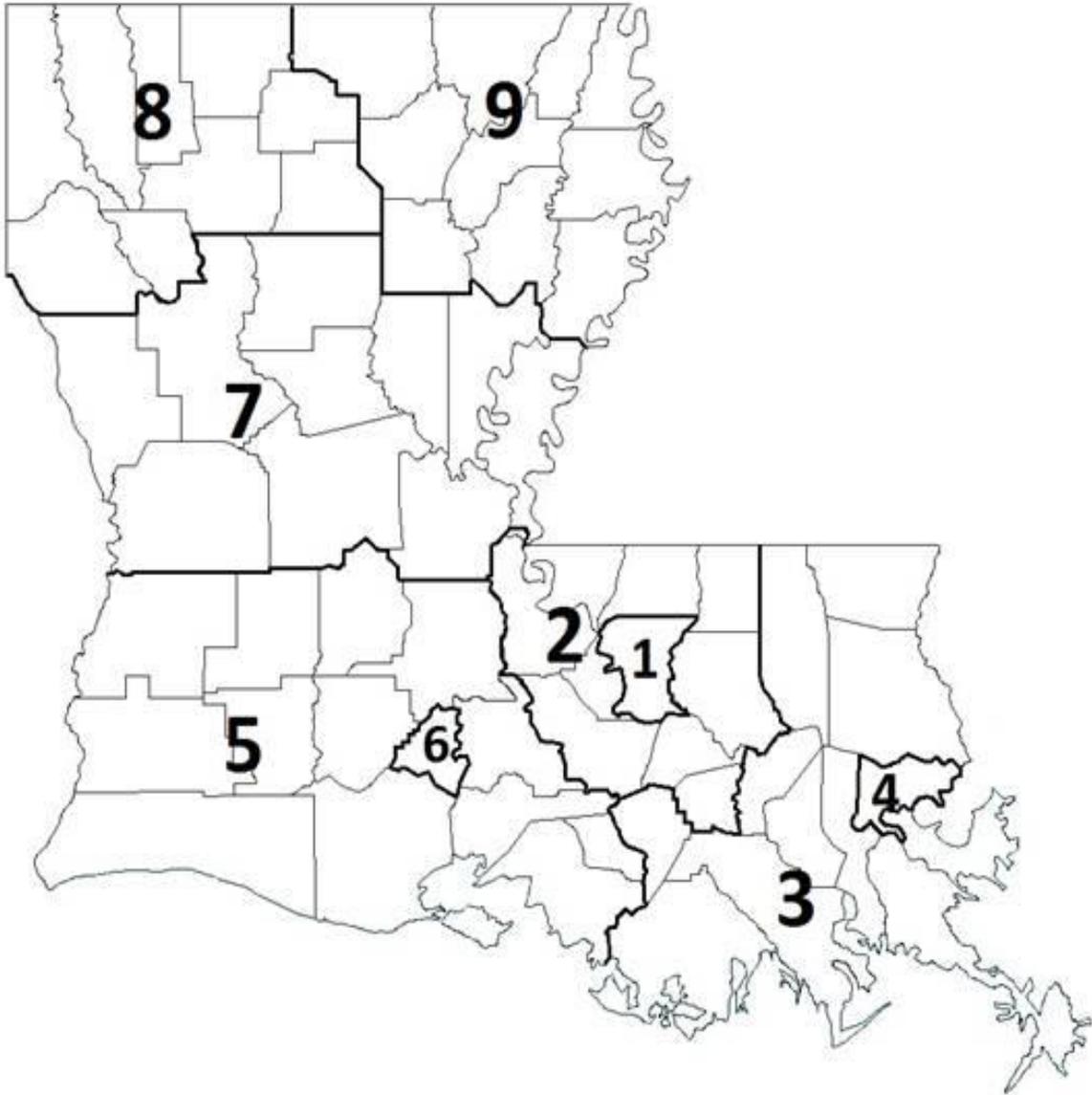
The authorized person for the political subdivision certifies that the entity meets the criteria for the sales tax exclusion under R.S. 47:301(8)(c), and if sales tax is later found to be due, the entity will be responsible for any tax liabilities.

Signature of Authorized Agent	
Authorized Agent Derrick Condalary	Title IT Deputy Director
Signature X	Date (mm/dd/yyyy) 07/26/2017

**8.0 APPENDIX**  
**8.2 REGION LIST (See Section 3.2.1)**

- Region 1: East Baton Rouge
- Region 2: Ascension, East Feliciana, Iberville, Livingston, Point Coupee, St. Helena, St. James, West Baton Rouge, West Feliciana
- Region 3: Assumption, Jefferson, Lafourche, Plaquemines, St. Bernard, St. John the Baptist, St. Charles, St. Tammany, Tangipahoa, Terrebonne, Washington
- Region 4: Orleans
- Region 5: Acadia, Allen, Beauregard, Calcasieu, Cameron, Evangeline, Iberia, Jefferson Davis, St. Landry, St. Martin, St. Mary, Vermillion
- Region 6: Lafayette
- Region 7: Avoyelles, Catahoula, Concordia, Grant, La Salle, Natchitoches, Rapides, Sabine, Vernon, Winn
- Region 8: Bienville, Bossier, Caddo, Claiborne, De Soto, Jackson, Lincoln, Red River, Webster
- Region 9: Caldwell, East Carroll, Franklin, Madison, Morehouse, Ouachita, Richland, Tensas, Union, West Carroll

**8.0 APPENDIX**  
**8.3 REGION MAP (See Section 3.2.1)**



**8.0 APPENDIX**  
**8.4 SAMPLE USAGE REPORT (See Section 6.2.7)**

Contract Number:		Usage From and To Dates:		Name of Person:	
User Agency Name	Invoice Number	Connecting Address	Bandwidth	Total Months of Service	Monthly Cost
				<b>Total Cost:</b>	