

1.0 SCOPE

1.1 DESCRIPTION OF EQUIPMENT, SYSTEM, OR SERVICE TO BE PROVIDED

The Louisiana Department of Public Safety (DPS) is soliciting proposals to establish, migrate, and support a dedicated statewide private Ethernet network with FirstNet wireless backup for the Louisiana Wireless Information Network (LWIN) towers, Point of Presence (POP) sites, and associated console sites.

The Contractor shall provide managed services to all sites included in this RFP. A list of console and tower sites is provided in Appendices 8.3 and 8.4. A list of POP sites is provided in Section 3.2.2 (LWIN POP Sites).

The State intends to make a primary and secondary award statewide.

Contract award shall be contingent upon funding availability.

1.2 NON-EXCLUSIVE CONTRACT

Any resulting Contract shall be non-exclusive and shall not in any way preclude DPS 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.

1.3 GUARANTEE OF QUANTITIES OR CONTRACT USE

Quantities that may be used in this RFP are for informational purposes only. The State does not guarantee that these quantities shall be purchased from the Contract.

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 – a problem that impacts the passage of traffic.

DPS – means the Department of Public Safety.

LWIN – means Louisiana Wireless Information Network.

May/Can – denotes the advisory or permissible action.

NOC – means Network Operations Center.

OSP – means the Office of State Procurement.

POP – means Point of Presence

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Primary Contractor – means the Proposer selected to deliver services solicited in this RFP. Also, sometimes referred herein as the successful Proposer.

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

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.

RFP – Request for Proposal.

Secondary Contractor – means the Proposer selected to serve in a “standby” capacity to facilitate rapid replacement of the primary Contractor in the event of default by the primary Contractor. The secondary Contractor may be utilized to provide diverse backup/disaster recovery services if deemed appropriate by DPS or to address specific coverage requirements not adequately supported by the primary Contractor.

Service Offering – for purposes of this RFP, is defined as the Proposer’s past and present performance (including any knowledge DPS 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>September 15, 2020</u> |
| Pre-Proposal Conference Date: | <u>September 29, 2020</u> |
| Deadline to Receive Written Inquiries: | <u>October 14, 2020</u> |
| Deadline to Answer Written Inquiries: | <u>October 27, 2020</u> |
| Proposal Opening Date and Time | November 17, 2020 |
| (Proposal Submission Deadline): | <u>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 its in-depth RFP review and submit inquiries in a timely manner.

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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: Laporchia Wells 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: Laporchia.Wells@la.gov | Phone: (225) 342-5533/ 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:

Department of Public Safety/ Radio Communications
Attention: Vernon McFadden or Julio Peck
8001 Independence Blvd.
Baton Rouge, LA 70806

E-Mail: Vernon.McFadden@la.gov / Julio.Peck@la.gov

AND

| | |
|--|---|
| Office of Technology Services Attention: Nadine Molliere P. O. Box 94280 Baton Rouge, LA 70804-9280 | 602 North Fifth St. Galvez Bldg., 2 nd 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

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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://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>].

In that LaPAC provides an immediate e-mail notification to subscribing Proposers 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

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

<https://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 their 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 their 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 their 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.

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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.

2.5 PRE-PROPOSAL CONFERENCE

Proposers are encouraged to attend a pre-proposal conference via Zoom at the appointed date and time specified in the Calendar of Events, Section 2.2 by accessing the following:

From PC, Mac, Linux, iOS or Android:

<https://ots-euc-special-services.zoom.us/j/96076320011?pwd=cW0vbIZ1RIU1aVd1cDNvU2lveUtxZz09>

Password: 732521

Or

Telephone:

Dial:

+1 253 215 8782

+1 301 715 8592

+1 312 626 6799

+1 346 248 7799

+1 669 900 6833

+1 929 205 6099

USA 8885578511 (US Toll Free)

Conference code: 4238523

2.6 THIS SECTION INTENTIONALLY BLANK

2.7 NUMBER OF COPIES SUBMITTED

For online submission:

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Each Proposer shall submit one (1) signed, searchable original response in .pdf format. The signed, searchable original technical response should be provided as one (1) file and the financial response should be submitted as a separate file.

Each Proposer should submit the following:

- One (1) redacted copy of proposal in .pdf format, if applicable (See **Section 2.10** of this RFP). The redacted copy should be provided as one (1) file.

For hard copy submission:

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

Each Proposer should submit the following:

- Seven (7) additional copies of the proposal
- One (1) redacted copy of proposal, if applicable (See Section 2.10 of this RFP)
- One (1) “searchable” electronic copy of proposal on two (2) separate USB flash drives. The searchable electronic copy should be provided as one (1) file.
- One (1) electronic redacted copy of proposal on a USB flash drive, if applicable (See Section 2.10 of this RFP). The electronic redacted copy should be provided as one (1) file.

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 this 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.

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

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If delivering by U.S. Postal Service to the P.O. Box listed 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.

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

- Proposal Name: Louisiana Wireless Information Network (LWIN) Backbone
- File Number: DPS21, Solicitation Number: 3000015799
- Proposal Opening Date and Time: November 17, 2020, 10:00 AM Central Time

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 3rd Street
Suite 2-160
Baton Rouge, LA 70802

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

- Proposal Name: Louisiana Wireless Information Network (LWIN) Backbone
- File Number: DPS21, Solicitation Number: 3000015799
- Proposal Opening Date and Time: November 17, 2020, 10:00 AM Central Time

Proposers 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 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 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.

OR

Proposals may also be submitted online by accessing the link on page one (1) of the Request for Proposal.

NOTE: Proposers who choose to respond to this Request for Proposal online via the vendor portal are encouraged to not submit a written proposal.

Proposers are hereby advised that due to the nature of the internet, the State of Louisiana cannot guarantee that access to the LaGov or LaPAC websites will be uninterrupted or

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that e-mails or other electronic transmissions will be sent to the Proposer or received by OSP. The Office of State Procurement is not responsible for any delays caused by the Proposer's choice to submit their proposal online.

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.

All proposals shall be received 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.

PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY THE NAME OF THE PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. NO OTHER INFORMATION CONTAINED IN THE PROPOSAL SHALL BE RELEASED OR DISCLOSED.

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 cost portion of the 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,

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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.

Proposers shall 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 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 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 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 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.

2.13 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.

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

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

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>

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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?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 entrepreneurship may be obtained from the Louisiana Economic Development Certification System at:

<https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, 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:

https://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: <https://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).

2.15 PRIME CONTRACTOR RESPONSIBILITIES

The selected Contractor shall be required to assume responsibility for all items and services offered in its proposal whether or not they produce or provide 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.

2.16 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 Louisiana Wireless Information Network (LWIN) Backbone. 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, 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 shall be fully qualified to provide the dedicated Ethernet network services as described in this RFP document. The Proposer shall have at least ten (10) years' experience in providing data and wireless services. The Proposer shall provide relevant information in its proposal regarding its experience in providing services, including:

- Experience (including number of years of experience);
- Level of involvement in projects with similar size and technical nature;
- Physical locations where they currently provide similar services.

The Proposer should describe its experience in Section 7.2.4 (Proposer Qualifications).

The State highly desires that the Proposer have state and local presence to support statewide coverage. The Proposer should provide information regarding office locations, number of technicians at each location, spare parts depots and availability policies, etc., in Section 7.2.5 (Local Presence).

3.1.2 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 proposal contains 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 7.2.6 (Determination of Responsibility).

3.2 TECHNICAL REQUIREMENTS

3.2.1 GENERAL

The Contractor shall establish a private and secure, high quality, highly available, scalable, reliable, resilient, and cost effective dedicated and managed private Ethernet network. The network shall interconnect POP sites, towers, and associated console sites that support the LWIN statewide IP-based radio communications system. The network shall provide FirstNet wireless backup to all sites. No part of this network shall utilize the public internet.

The Contractor shall work with the radio support vendor and the LWIN to migrate all existing TDM connections to this Ethernet network.

The Proposer shall submit service level agreements (SLAs) with its proposal. The State reserves the right to negotiate language included in the Proposer’s SLA. The technical requirements in the RFP shall supersede that of the SLA.

The Proposer should use Section 7.2.18 (Service Level Agreements) to provide SLAs.

The Contractor shall provide high quality responsive customer service, and technical support with online capabilities for reporting and providing performance information and service management capabilities.

A list of the console and tower sites is provided in Appendix 8.3 and 8.4.

3.2.2 LWIN POP SITES

The LWIN has four (4) POP sites located at:

- 8001 Independence Blvd, Room 118, Baton Rouge, LA 70806
- 8001 Independence Blvd, Room 150, Baton Rouge, LA 70806
- 240 Dolhonde Street, Gretna, LA 70053
- 5903 Coliseum Blvd, Building A, Alexandria, LA 71303

The four (4) POP sites shall be interconnected at a minimum symmetrical bandwidth of 30 Mbps. Redundant connections shall utilize diverse physical entries.

Each POP site must be able to connect to any console and tower site within the network (See Sections 3.2.3 and 3.2.4).

The State highly desires that the Proposer offer high resilience, high availability, and priority restoration at POP sites, including but not limited to, dual physical entrances, backup power, and redundant paths. The Proposer should describe its proposed POP site infrastructure and restorations in Section 7.2.7 (POP Site Infrastructure).

The State desires that the Proposer offer additional bandwidths. The Proposer should use the form in Section 7.2.8 (LWIN POP Sites – Additional Bandwidth).

3.2.3 LWIN CONSOLE SITES

The LWIN has sixty-three (63) console sites located throughout the State.

All console sites shall have the ability to connect to any POP site at a minimum symmetrical bandwidth of 5 Mbps.

The State desires that the Proposer offer additional bandwidths. The Proposer should use the form in Section 7.2.9 (LWIN Console Sites – Additional Bandwidth).

3.2.3.1 BACKUP CONNECTIVITY THROUGH FIRSTNET

All console sites shall have an alternate connection to the LWIN network through FirstNet with a minimum symmetrical bandwidth of 5 Mbps.

3.2.4 LWIN TOWER SITES

The LWIN currently has one hundred twenty-nine (129) tower sites located throughout the State. The DPS is anticipating additional sites to be added.

All tower sites shall have the ability to connect to any POP site with a minimum symmetrical bandwidth of 5 Mbps.

The State desires that the Proposer offer additional bandwidths. The Proposer should use the form in Section 7.2.10 (LWIN Tower Sites – Additional Bandwidth).

3.2.4.1 BACKUP CONNECTIVITY THROUGH FIRSTNET

All tower sites shall have an alternate connection to the LWIN network through FirstNet with a minimum symmetrical bandwidth of 5 Mbps.

3.2.5 PERFORMANCE PARAMETERS – LWIN POP SITES, CONSOLE SITES, AND TOWER SITES

At a minimum, the service shall meet the following end-to-end performance parameters:

- Availability of 99.99% or greater;
- Packet loss of 0.1% or less, RFC 2680;
- Latency of 10 ms or less, RFC 2861;
- Jitter of 5 ms or less, RFC 3393 & ITU-T Y.1564;
- QoS: Ability to provide Differentiated Services Code Point (DSCP) with a minimum of two (2) customer-defined classes, and the ability to declare four (4) customer-defined classes
- Network failure re-converge time: 800ms or less.

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 system proposed to the Common Carrier system and shall coordinate all such arrangements with the Project Manager.

3.3.2.2 IMPLEMENTATION PLAN

Within forty-five (45) calendar days of the initial meeting with DPS, the Contractor shall prepare and submit to the Project Manager for review and approval a service implementation schedule based on a phased approach. The schedule shall include a milestone plan to show the orderly progression of events indicating a phased approach to migrating to this service, i.e., tower and console site surveys, equipment deliveries, installation of cable and equipment, notification to the State confirming phase migration date, service test, service training, service cutover, service performance, delivery of equipment inventory and documentation, and service acceptance. The preceding shall be expressed as dates, not as increments of time. Installation shall not begin until an implementation or migration schedule has been received and approved by the Project Manager. The implementation plan shall show the final migration date for the MPLS service, as agreed to by the Contractor, agency, and the Project Manager. The delivery and service migration dates shall be within the installation intervals in this RFP from the Contractor's receipt of the approved order.

If a satisfactory installation schedule cannot be agreed upon, the State reserves the right to cancel the order and bid the entire project separately.

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 PRE-INSTALLATION MEETING

Upon request by the State, the Contractor shall be required to attend a pre-installation on-site meeting with representatives of the user-agency and DPS before the project commences at no cost to the State.

3.3.3.2 INSTALLATION INTERVAL

The Contractor shall work with the Project Manager to establish an installation schedule based on the project requirements.

3.3.3.3 SITE RESTORATION

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

3.3.3.4 TEST REQUIREMENTS

The Contractor shall perform tests to include, but not necessarily be limited to, standard carrier test for line quality involving bit error rate test performed while the circuit is looped by hardware and/or software and throughput test to verify that the Contractor provided service can carry traffic loads without inducing packet loss that exceed the service performance parameters required in this RFP document.

The Contractor and the State will agree upon testing requirements. The Contractor shall notify the Project Manager or premise contact(s) upon completion of successful testing. The Contractor shall provide documentation demonstrating the successful testing upon request. After the Project Manager or premise contact has acknowledged the notification, the Contractor may begin billing for services.

3.3.3.5 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. The State may inspect the work's preparation, progress, and manner of execution. The Contractor shall provide to the Project Manager the name of a job site superintendent who shall work with the Project Manager to remedy any problems.

3.3.4 SERVICE MIGRATION

Migration is expected to take place in phases. The Contractor and the Project Manager shall agree on a date and time for cutover. The Project Manager shall approve in writing that the Contractor can proceed with migration of each phase.

3.3.4.1 ACKNOWLEDGEMENT OF MIGRATION COMPLETION

The Contractor shall notify the Product Specialist in writing when each phase of migration has been completed. The performance period shall begin upon date of migration completion.

3.3.5 PERFORMANCE PERIOD

A performance period of thirty (30) continuous working days of 99.0 percent uptime shall constitute the completion of the successful performance period.

Up-time percentage is computed by dividing the total hours (or fraction thereof) the service was available and functioning by the total hours (or fraction thereof) in the performance period. Downtime for each incident shall start from the time the State or agency, as applicable, contacts the Contractor's designated representative until the service meets all performance parameters specified in Section 3.2.5 Performance Parameters – LWIN POP Sites, Console Sites, and Tower Sites. Downtime is defined as the time a system has a critical problem as defined herein. The State shall maintain records to satisfy the requirements of the performance period.

3.4 CUSTOMER SERVICE

3.4.1 NETWORK MONITORING

The Contractor shall provide monitoring services twenty-four (24) hours a day, seven (7) days a week, 365 days a year. Services shall include, but are not limited to, notification of service interruption and degradation of network performance, measurement of availability, latency, packet loss, and jitter.

The State desires a high level of support and network monitoring capabilities. The Proposer should provide details concerning policies and procedures for network monitoring and support. The State highly desires the Proposer to provide a detailed description of monitoring locations, staffing levels, and hours of operation for all service POPs and NOC locations supporting the proposed service offering. The State and Contractor will agree on required reports, method of submission, and timetables.

The Proposer should use the form in Section 7.2.11 (Network Monitoring) to provide the requested information and to describe its network monitoring.

3.4.2 HELP DESK SERVICES

The Contractor shall provide help desk services twenty-four (24) hours a day, seven (7) days a week, 365 days a year. Services shall include, but are not limited to, general technical assistance on customer order processing, customer trouble reporting, trouble ticket tracking, and other service related technical support.

The Contractor shall provide the State an escalation report for troubles. The escalation report shall contain contact names, telephone numbers, and email addresses. The Contractor shall be responsible for notifying the State of resolutions of trouble reports and notifying the State of major failures. Status reports shall be provided on a timetable that has been agreed upon by the State and Contractor for specific troubles. The Contractor shall provide status updates every thirty (30) minutes until the problem is resolved.

The Proposer should describe its help desk services/support in Section 7.2.12 (Help Desk Support).

3.4.3 NETWORK MAINTENANCE

The Contractor shall preventatively and proactively maintain, repair, replace, and/or upgrade system components (including parts and labor) at no additional charge to the State. Maintenance coverage shall be available twenty-four (24) hours a day, seven (7) days a week, 365 days a year.

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 advance notice 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 State if more than seventy-two (72) hours.

The minimum advanced notice for emergency maintenance 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 State if more than thirty (30) minutes.

The Contractor shall provide an “end of maintenance” notification, via mutually agreed upon method, describing the outcome of the maintenance immediately after the maintenance has been completed.

The Proposer shall describe its notification process for all maintenance activities for scheduled and emergency maintenance.

The Proposer should use the form in Section 7.2.13 (Network Maintenance).

3.4.4 SERVICE CONFIGURATION CHANGE

Upon agency request, the Contractor shall provide a service configuration change to allow

the agency to upgrade or downgrade their Ethernet bandwidth (in lieu of requiring a disconnect and installation at a new service level).

All agencies shall acquire DPS approval for service configuration change requests.

3.5 SERVICE RESPONSE AND RESTORATION

The Contractor shall provide the contracted service and maintain the service performance levels as required in this document during the term of the Contract (see Section 3.2.5 Performance Parameters – LWIN POP Sites, Console Sites, and Tower Sites). The Contractor shall repair or replace defective parts as necessary to restore the contracted service. The restored service shall meet all performance requirements detailed in Section 3.2.5 (Performance Parameters – LWIN POP Sites, Console Sites, and Tower Sites).

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

The Contractor shall guarantee a problem response time of one-half (1/2) hour or less from the earliest of the following:

1. time the system first registers the problem; or
2. time the State 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 Proposer should describe the service repair and restoration processes, including but not limited to, resources and abilities to respond to system 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 7.2.14 (Service Restoration).

Service outages that last longer than four (4) hours may incur performance penalties in accordance with Section 6.2.13.2 (Liquated Damages).

3.6 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 at no additional cost to the State on the form in Section 7.2.15 (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 7.2.16 (Value-Added Benefits at Additional Cost).

4.0 PRICING SPECIFICATIONS

4.1 PRICING SPECIFIC TO THIS RFP

4.1.1 POP SITES, CONSOLE SITES, AND TOWER SITES

The Proposer shall quote one-time construction, one-time installation, and a monthly rate per bandwidth for all sites for each of the following:

- POP sites;
- Console sites; and
- Tower sites

The price shall be inclusive of all cost to extend the circuit to the designated demarcation point.

The Proposer should use the form in Section 7.1.1 (POP Sites), 7.1.2 (Console Sites), and 7.1.3 (Tower Sites).

4.1.2 SERVICE CONFIGURATION CHANGE

The Proposer shall quote a rate for one-time installation per service configuration change. The Proposer should use the form in Section 7.1.4 (Service Configuration Change).

4.1.3 REGULATED AND OTHER CHARGES

The State requires a stable and predictable rate structure for the term of the contract. As such, the Proposer's quoted unit rates for goods and services to be provided shall be inclusive of all service charges, applicable taxes, and FCC charges that they intend to recover.

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

The State requires that the cost of all regulated charges that the Proposer intends to recover be included in the unit rates bid. As such, the Proposer should consider the possibility that certain regulated charges may increase during the contract term and should bid its unit rates accordingly. The State will not pay any new regulated charges or increases thereof during the contract term, including any contract renewals.

4.2 MISSING PRICE

All prices shall be quoted in accordance with Section 4.1, Pricing Specific to this 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 left blank, marked N/A or N/C, or marked as zero cost to the State shall be considered to be offered to the State at no charge. If the Contractor agrees in writing before award to provide the item at no cost, they shall be required to supply this item to the State at no cost whenever ordered during the entire term of the Contract and any renewal terms.

5.0 EVALUATION AND AWARD

5.1 GENERAL

5.1.1 NO AWARD

The DPS 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 (50). The maximum points for this criterion shall be awarded to the Proposer who proposes the lowest total cost for the service (calculated over a sixty (60) 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 (25 out of 38) 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-eight (38). 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 this 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 this RFP.

Oral Presentations. Prior to award, the apparent successful Proposer(s) may be required to make oral presentations. Failure to comply may result in rejection of the proposal.

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 \$ 23,000 | = | Pi |
| | 50 | = | MP |
| | (Vendor 1) \$ <u>20,000</u> x 50 (MP) | = | 43.48 |
| | (Vendor 2) \$ <u>23,000</u> | | |

5.4 RECOMMENDATION FOR AWARD

5.4.1 DETERMINATION OF SUCCESSFUL PROPOSER

A recommendation for a primary award for all POP Sites, Console Sites, and Tower Sites statewide may be made for the Proposer who receives the highest ranking in point allocation and who meets all mandatory administrative and technical requirements. The Proposer who receives the next highest ranking in point allocation and who meets all mandatory and technical requirements may be recommended for a secondary award statewide.

5.4.2 WRITTEN RECOMMENDATION FOR AWARD

When the State 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 DPS’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 the Contract 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.

6.1.14 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.

6.2 CONTRACT ADMINISTRATION

6.2.1 CONTRACT TERM

The initial Contract shall be for a sixty (60) month period from date of award.

The Contract(s) resulting from this solicitation is effective upon the approval of the Office of State Procurement. The sixty (60) month Contract term shall begin upon the State's written approval of successful installation and implementation of Phase One unless

otherwise terminated in accordance with the Termination provisions of this Contract. Total operational contract time may not exceed eighty-four (84) 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 eighty-four (84) months total.

6.2.3 ORDERS

- Tower Sites, Existing and Future – Written orders shall be issued by the DPS. The Contractor shall not accept orders directly from user agencies/entities.
- Existing Console Sites – Written orders shall be issued by the DPS. The Contractor shall not accept orders directly from the user agencies/entities.
- Future Console Sites – Written orders shall be issued by the user agency/entity and sent to DPS for approval. DPS shall review and approve orders issued by the user agency/entity.

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. DPS approval is required for change orders.

6.2.5 INVOICING

- Tower Sites, Existing and Future – The Contractor shall submit invoices directly to the DPS.
- Existing Console Sites – The Contractor shall submit invoices for construction and installation costs to the DPS. Invoices for monthly cost shall be submitted to the user agency/entity.
- Future Console Sites – The Contractor shall submit invoices for construction, installation, and monthly recurring to the using agency/entity.

6.2.6 PAYMENTS

- Tower Sites, Existing and Future – DPS shall be responsible for payment of construction, installation, and monthly cost.
- Existing Console Sites – The DPS shall be responsible for payment of construction and installation costs. The user agency/entity shall be responsible for payment of monthly costs. The DPS and user agency/entity shall submit payment directly to the Contractor.

- Future Console Sites – The user agency/entity shall be responsible for payment of construction, installation and monthly cost. The user agency/entity shall submit payment directly to the Contractor.

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, they 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 Department of Public Safety 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 by contacting the Office of Statewide Reporting and Accounting Policy at 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 they will accept or indicate if they are already enrolled on the form in Section 7.2.17 (Electronic Payment).

6.2.7 REPORTS

The Contractor shall provide semi-annual usage reports by the 15th day of January and the 15th day of July. At a minimum, the reports shall include the contract number, purchasing agency name, purchase order date, agency purchase order number, invoice number, site numbers and/or locations as applicable, bandwidth, and unit price.

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

A sample of the usage report format is included herein as Appendix 8.2.

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 Department of Public Safety. The Department of Public Safety 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.

The Department of Public Safety reserves the right to delete and add tower and console sites throughout the contract period, as deemed necessary. The deletion and addition of tower and console sites shall require the approval of the Office of State Procurement.

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.

6.2.12 ON-GOING SERVICE REQUIREMENTS

6.2.12.1 PERFORMANCE GUARANTEE

The selected Proposer shall execute and deliver to the Division of Administration, Office of State Procurement within fifteen (15) calendar days after official notice, an original performance guarantee in the amount of \$1,000,000. This performance guarantee shall be in the form of a performance bond or an irrevocable standby letter of credit. The performance bond, if used, shall be from a surety company licensed to do business in Louisiana with all fees current, in an amount equal to the above stated sum and shall be

secured by a surety or insurance company and in accordance with restrictions set by them. The irrevocable standby letter of credit, if used, shall be from a bank or savings association that meets the minimum capital requirements established by state and federal regulatory authority and shall be for an amount equal to the above stated sum. The performance guarantee shall be made payable to the Treasurer of the State of Louisiana and shall be subject to forfeiture on the part of the successful Proposer for failure to meet the Contract terms and conditions. This guarantee shall be valid for the entire term of the Contract, including any renewal terms.

6.2.12.2 THIS SECTION INTENTIONALLY BLANK

6.2.13 REMEDIES

6.2.13.1 WARRANTY/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 any milestone date in the Implementation Plan after due allowance for such extension or extensions of time that may be consented to by the State, the Contractor shall pay to the State as liquidated damages the sum of one-half percent (.5%) of the Contract price. 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 twenty-five percent (25%) of the monthly service cost per day, not to exceed the monthly cost of the service for interruptions or defects in transmission lasting over four (4) hours. 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.

6.2.13.3 THIS SECTION INTENTIONALLY BLANK

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 DPS immediately.

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 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-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

Attachment A – Requests for Proposals (RFP)

RFx No. 3000015799

Title: Louisiana Wireless Information Network (LWIN) Backbone

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 (2) 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 (2) appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two (2) 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 (2) parties shall pay their chosen appraiser and bear the cost of the umpire equally.

7.0 RESPONSE FORMS

7.1 PRICING

7.1.1 POP SITES (See Section 4.1.1)

REQUIRED BANDWIDTH

The Proposer shall quote the required bandwidth for all sites.

The price shall be inclusive of all costs to extend the circuit to the designated demarcation point.

POP Site # _____ (Specify)

| Bandwidth (Mbps) | Construction | Installation | Monthly |
|-------------------------|---------------------|---------------------|----------------|
| 30 | \$ | \$ | \$ |

The Proposer may duplicate this page as necessary.

7.0 RESPONSE FORMS

7.1 PRICING

7.1.2 CONSOLE SITES (See Section 4.1.1)

REQUIRED BANDWIDTH

The Proposer shall quote the required bandwidth for all sites.

The price shall be inclusive of all costs to extend the circuit to the designated demarcation point.

Console Site #(s) _____ **(Specify)**

| Bandwidth (Mbps) | Construction | Installation | Monthly |
|-------------------------|---------------------|---------------------|----------------|
| 5 | \$ | \$ | \$ |

FirstNet Connection:

Console Site #(s) _____ **(Specify)**

| Bandwidth (Mbps) | Construction | Installation | Monthly |
|-------------------------|---------------------|---------------------|----------------|
| 5 | \$ | \$ | \$ |

The Proposer may duplicate this page as necessary.

7.0 RESPONSE FORMS

7.1 PRICING

7.1.3 TOWER SITES (Section 4.1.1)

REQUIRED BANDWIDTH

The Proposer shall quote the required bandwidth for all sites.

The price shall be inclusive of all cost to extend the circuit to the designated demarcation point.

Tower Site #(s) _____ **(Specify)**

| Bandwidth (Mbps) | Construction | Installation | Monthly |
|-------------------------|---------------------|---------------------|----------------|
| 5 | \$ | \$ | \$ |

FirstNet Connection:

Tower Site #(s) _____ **(Specify)**

| Bandwidth (Mbps) | Construction | Installation | Monthly |
|-------------------------|---------------------|---------------------|----------------|
| 5 | \$ | \$ | \$ |

The Proposer may duplicate this page as necessary.

7.0 RESPONSE FORMS

7.1 PRICING

7.1.4 SERVICE CONFIGURATION CHANGE (Section 4.1.2)

The Proposer shall quote rates for one-time installation per service configuration change.

One Time Installation \$ _____

The Proposer may duplicate this page as necessary.

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.1 JOINT PROPOSAL RESPONSE (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 2.12)

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 2.14)

Please refer to Section 2.14 for additional information.

Are you a certified Louisiana-based small entrepreneurship in accordance with the Veteran Initiative? Yes No

Are you a certified Louisiana-based small entrepreneurship in accordance with the Hudson Initiative? Yes No

If you are not a certified small entrepreneurship have you engaged one or more certified small entrepreneurship to participate as subcontractors? Yes No

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 dedicated Ethernet Network Services since _____ (year). The Proposer has been in the business of providing data and wireless services 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 of experience),
- Level of involvement in projects with similar size and technical nature, and
- Physical locations where they currently provide similar services.

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.5 LOCAL PRESENCE (See Section 3.1.1)

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.6 DETERMINATION OF RESPONSIBILITY (See Section 3.1.2)

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.7 POP SITE INFRASTRUCTURE (See Section 3.2.2)

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.8 LWIN POP SITES – ADDITIONAL BANDWIDTH (See Section 3.2.2)

Pop Site Location _____

These bandwidths will not be included in the financial evaluation.

| Bandwidth (Mbps) | Construction | Installation | Monthly |
|-------------------------|---------------------|---------------------|----------------|
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |

The Proposer may duplicate this page as necessary.

Attachment A – Requests for Proposals (RFP)

RFx No. 3000015799

Title: Louisiana Wireless Information Network (LWIN) Backbone

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.9 LWIN CONSOLE SITES – ADDITIONAL BANDWIDTH (See Section 3.2.3)

These bandwidths will not be included in the financial evaluation.

Console Site #(s) _____ **(Specify)**

| Bandwidth (Mbps) | Construction | Installation | Monthly |
|-------------------------|---------------------|---------------------|----------------|
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |

FirstNet Connection:

Console Site #(s) _____ **(Specify)**

| Bandwidth (Mbps) | Construction | Installation | Monthly |
|-------------------------|---------------------|---------------------|----------------|
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |

The Proposer may duplicate this page as necessary.

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.10 LWIN TOWER SITES – ADDITIONAL BANDWIDTH (See Section 3.2.4)

These bandwidths will not be included in the financial evaluation.

Tower Site #(s) _____ **(Specify)**

| Bandwidth (Mbps) | Construction | Installation | Monthly |
|-------------------------|---------------------|---------------------|----------------|
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |

FirstNet Connection:

Tower Site #(s) _____ **(Specify)**

| Bandwidth (Mbps) | Construction | Installation | Monthly |
|-------------------------|---------------------|---------------------|----------------|
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |

The Proposer may duplicate this page as necessary.

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.11 NETWORK MONITORING (See Section 3.4.1)

The Proposer shall provide a detailed description of monitoring locations, staffing levels, and hours of operation for all service POPs and NOC locations supporting the proposed service offering.

The Proposer should provide details concerning policies and procedures for network monitoring and support.

The Proposer may duplicate this page as necessary.

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.12 HELP DESK SUPPORT (See Section 3.4.2)

The Proposer may be duplicate this page as necessary.

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.13 NETWORK MAINTENANCE (See Section 3.4.3)

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

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 shall describe its notification process for all maintenance activities for scheduled and emergency maintenances.

The Proposer may duplicate this page as necessary.

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.14 SERVICE RESTORATION (See Section 3.5)

The Proposer may duplicate this page as necessary.

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.15 VALUE-ADDED BENEFITS AT NO COST (See Section 3.6)

The Proposer may duplicate this page as necessary.

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.16 VALUE-ADDED BENEFITS AT ADDITIONAL COST (See Section 3.6)

The Proposer may duplicate this page as necessary.

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.17 ELECTRONIC PAYMENT (See Section 6.2.6.1)

The Proposer should check which option they will accept or indicate if they are 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

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.18 SERVICE LEVEL AGREEMENTS (See Section 3.2.1)

The Proposer shall submit service level agreements (SLAs) with its proposal.

Attachment A – Requests for Proposals (RFP)

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Title: Louisiana Wireless Information Network (LWIN) Backbone

8.0 APPENDIX

8.1 TAX EXEMPTION STATUS (See Section 4.1.3)

R-1056 (10/07)



PLEASE PRINT OR TYPE.

| | | |
|---|--|--------------|
| Political Subdivision DPS&C Public Safety Services | Louisiana Dept. of Revenue Registration No. (if applicable) 1710599-001 | |
| Address P. O. Box 66909 | | |
| City Baton Rouge | State LA | ZIP 70896 |

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 A. Scott Erwin | Title Director Financial Services |
| Signature | Date (mm/dd/yyyy) 01/06/2020 |

Attachment A – Requests for Proposals (RFP)

RFx No. 3000015799

Title: Louisiana Wireless Information Network (LWIN) Backbone

8.0 APPENDIX

8.2 SAMPLE USAGE REPORT (See Section 6.2.7)

| Contract Number: | | | Usage From and To Dates: | | |
|------------------|---------------------|----------------|--------------------------|-----------|------------|
| User Agency Name | Purchase Order Date | Invoice Number | Site Number/ Location | Bandwidth | Unit Price |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Attachment A – Requests for Proposals (RFP)

RFx No. 3000015799

Title: Louisiana Wireless Information Network (LWIN) Backbone

8.0 APPENDIX

8.3 CONSOLE SITES (See Sections 3.2.1, 3.2.2 and 4.1.1)

| SITE NO. | SITE ADDRESS |
|-----------------|---|
| 1 | 8001 Independence Blvd. Room 118 Baton Rouge, LA 70806 |
| 2 | 240 Dolhonde St. Gretna, LA 70053 |
| 3 | 1710 Odom St. Alexandria, LA 71301 |
| 4 | 805 Main St. Lake Charles, LA 70615 |
| 5 | 500 Veterans Memorial Blvd. Kenner, LA 70062 |
| 6 | 1240 La-594 Monroe, LA 71203 |
| 7 | 121 E. Pont Des Mouton Rd. Lafayette, LA 70507 |
| 8 | 20355 Government Blvd., Ste. D Livingston, LA 70754 |
| 9 | 100 City Park Ave. New Orleans, LA 70119 |
| 10 | 5300 Industrial Dr. Ext Bossier City, LA 71112 |
| 11 | 316 West Main St. Lafayette, LA 70501 |
| 12 | 3300 Metairie Rd. Metairie, LA 70001 |
| 13 | 620 Benton Rd. Bossier City, LA 71111 |
| 14 | 800 S. Buchanan St. Lafayette, LA 70501 |
| 15 | 1887 Ames Blvd. Marrero, LA 70072 |
| 16 | 272 Industrial Blvd. Mansura, LA 71350 |
| 17 | 900 E University Ave. Lafayette, LA 70503 |
| 18 | 17801 Highland Rd. Baton Rouge, LA 70810 |
| 19 | 5903 Coliseum Blvd. Alexandria, LA 71303 |
| 20 | 911 Hodges St. Lake Charles, LA 70601 |
| 21 | 2101 I-10 Srv Rd. Kenner, LA 70065 |

8.0 APPENDIX**8.3 CONSOLE SITES (CONTINUED) (See Sections 3.2.1, 3.2.2 and 4.1.1)**

| SITE NO. | SITE ADDRESS |
|-----------------|---|
| 22 | 725 Maple Ave. Harvey, LA 70058 |
| 23 | 5850 Shed Rd. Bossier City, LA 71111 |
| 24 | 5400 East Broad St. Lake Charles, LA 70615 |
| 25 | 200 5th St. Gretna, LA 70053 |
| 26 | 700 Wood St. Monroe, LA 71201 |
| 27 | 119 Smith Cir. Cameron, LA 70631 |
| 28 | 8001 Independence Blvd. Room 150 Baton Rouge, LA 70806 |
| 29 | 1000 Bolton Ave. Alexandria, LA 71301 |
| 30 | 14100 Airline Hwy. Baton Rouge LA 70817 |
| 31 | 8056 La Hwy 23 Belle Chasse, LA 70037 |
| 32 | 161 Road Camp Rd. Ruston, LA 71270 |
| 33 | 5800 La-44 Convent, LA 70723 |
| 34 | 8201 W. Judge Perez Dr. Chalmette, LA 70043 |
| 35 | 1810 Martin Luther King Dr. Monroe, LA 71202 |
| 36 | 8001 W. St Bernard Hwy, Ste D Chalmette, LA 70043 |
| 37 | 100 E. Bayou St., Ste 101 Farmerville, LA 71241 |
| 38 | 900 Airline Dr. Kenner, LA 70062 |
| 39 | 211 S. Stadium Dr. Baton Rouge, LA 70803 |
| 40 | 3939 N. Causeway Blvd., Ste 400 Metairie, LA 70002 |
| 41 | 7856 Main St., Annex Ste. 121 Houma, LA 70360 |
| 42 | 3773 Harding Blvd. Baton Rouge, LA 70807 |

Attachment A – Requests for Proposals (RFP)

RFx No. 3000015799

Title: Louisiana Wireless Information Network (LWIN) Backbone

8.0 APPENDIX

8.3 CONSOLE SITES (CONTINUED) (See Sections 3.2.1, 3.2.2 and 4.1.1)

| SITE NO. | SITE ADDRESS |
|----------|---|
| 43 | 9938 W. Feliciana Pkwy St Francisville, LA 70775 |
| 44 | 2000 Quail Dr. Baton Rouge, LA 70808 |
| 45 | 222 Joe Louis Lane Hahnville, LA 70057 |
| 46 | 1801 W. Airline Hwy Laplace, LA 70068 |
| 47 | 1300 Perdido St. New Orleans, LA 70112 |
| 48 | 910 3rd St. Gretna, LA 70053 |
| 49 | 14141 Airline Hwy., Bldg-1 Suite-B Baton Rouge, LA 70817 |
| 50 | 155 W 10th St. Reserve, LA 70084 |
| 51 | 180 A. O. Rappelet Rd Golden Meadow, LA 70357 |
| 52 | 111 Dunkleman Dr. Raceland, LA 70394 |
| 53 | 1309 Canal Blvd. Thibodaux, LA 70301 |
| 54 | 2413 Ernest Wilson Dr. Port Allen, LA 70767 |
| 55 | 2867 Brig General Issac Smith Ave. Baton Rouge, LA 70807 |
| 56 | 1300 Alabama St. Baker, LA 70714 |
| 57 | 4510 Main St. Zachary, LA 70791 |
| 58 | 4047 W. Park Ave. Gray, LA 70359 |
| 59 | 2600 N. Causeway Blvd. Mandeville, LA 70471 |
| 60 | 6951 Mitchell Ln. Morganza, LA 70759 |
| 61 | 1200 David Dr. Morgan City, LA 70380 |
| 62 | 68408 Otis Dr. Lacombe, LA 70445 |
| 63 | 28911 Krentel Rd. Lacombe, LA 70445 |

Attachment A – Requests for Proposals (RFP)

RFx No. 3000015799

Title: Louisiana Wireless Information Network (LWIN) Backbone

8.0 APPENDIX**8.4 TOWER SITES (See Sections 3.2.1, 3.2.3 and 4.1.1)**

| SITE NO. | SITE NAME | SITE ADDRESS |
|-----------------|-------------------------|---|
| 1 | PAN AM (NO) | 601 Poydras St. New Orleans, LA 70130 |
| 2 | BRIDGE CITY (NO) | 198 Marrero St. Bridge City, LA 70094 |
| 3 | LAPLACE (NO) | 1161 Interstate 10 LaPlace, LA 70068 |
| 4 | SHERIDAN (NO) | 56606 Dollar Rd. Bogalusa, LA 70438 |
| 5 | GEISMAR (PTP) | 35416 HWY 30 Geismar, LA 70734 |
| 6 | ST. JAMES (PTP) | 5151 Canatella St. Convent, LA 70723 |
| 7 | LAROSE (NO) | 461 Hamilton St. LaRose, LA 70373 |
| 8 | HAMMOND (NO) | 685 N. Morrison Blvd. Hammond, LA 70401 |
| 9 | GRAY (NO) | 1206 Bayou Blue Bypass Rd. Thibodeaux, LA 70301 |
| 10 | DENHAM SPRINGS (PTP) | 245 Florida Ave. SE Denham Springs, LA 70726 |
| 11 | BERWICK (NO) | 759 Tower Thorguson Dr. Berwick, LA 70342 |
| 12 | BAYWOOD (PTP) | 15084 Jackson Rd. Zachary, LA 70791 |
| 13 | RAMAH (PTP) | 19470 E. Atchafalaya Guide Levee Rd. Ramah, LA 70757 |
| 14 | SAGE HILL (PTP) | 8073 Sage Hill Rd. St. Francisville, LA 70775 |
| 15 | PARKER RD. (PTP) | 11828 Parker Rd. St. Francisville, LA 70775 |
| 16 | IBERVILLE (PTP) | 64020 Bayou Jacob Rd. Plaquemine, LA 70764 |
| 17 | JACKSON (PTP) | 5751 Hwy 10 Jackson, LA 70754 |
| 18 | GREENSBURG (PTP) | 7110 Hwy. 10 Greensburg, LA 70441 |
| 19 | SUPERDOME | 1500 Girod St. New Orleans, LA 70113 |
| 20 | S BATON ROUGE (BR) | 8101 Bluebonnet Blvd. Baton Rouge, LA 70810 |
| 21 | BALDWIN | 267 Smith Lane - Bldg. A Baldwin, LA 70538 |

8.0 APPENDIX**8.4 TOWER SITES (CONTINUED) (See Sections 3.2.1, 3.2.3 and 4.1.1)**

| SITE NO. | SITE NAME | SITE ADDRESS |
|----------|--|--|
| 22 | GIBSON | 144 Blackwater Ct. Gibson, LA 70356 |
| 23 | POINTE COUPEE (PTP) | 6951 Mitchell Lane Morganza, LA 70759 |
| 24 | LIVONIA | 2667 Maringuoin Rd. Livonia, LA 70755 |
| 25 | THERIOT (NO) | 3019 Bayou Dularge Rd. Theriot, LA 70397 |
| 26 | PAINCOURTVILLE (NO) | 245 Ucar Rd. Paincourtville, LA 70391 |
| 27 | BOOTHVILLE (NO) | 39375 Hwy 23 Boothville, LA 70041 |
| 28 | CLINTON | 14024 La. Hwy 10 Clinton, LA 70722 |
| 29 | ST. GEORGE | 14100 Airline Highway Baton Rouge, LA 70817 |
| 30 | NORTHERN SIMUL 1 GRETNA (PTP) | 240 Dolhonde St. Gretna, LA 70053 |
| 31 | NORTHERN SIMUL 2 GALLERIA (PTP) | 1 Galleria Blvd. Metairie, LA 70001 |
| 32 | NORTHERN SIMUL 3 NEW ORLEANS EAST (PTP) | 221 E Josephine St. Chalmette, LA 70043 |
| 33 | SOUTHERN SIMUL 1 ST. ROSALIE (PTP) | 16932 Hwy 23 & 206 Ironton, LA 70083 |
| 34 | KENNER (PTP) | 180 W. Esplanade Ave. Kenner, LA 70065 |
| 35 | AIRPORT | 900 Airline Drive Kenner, LA 70062 |
| 36 | BURAS Z2 (PTP) | 151 Pomme D'or Rd. Buras, LA 70041 |
| 37 | LAFITTE (PTP) | 1101 Arthur Lane Lafitte, LA 70036 |
| 38 | PORT FOURCHON (PTP) | 108 A O Rappelet Rd. Hwy 3090 Golden Meadow, LA 70357 |
| 39 | BAYOU GAUCHE (PTP) | 209 2nd St. Des Allemands, LA 70030 |
| 40 | HAHNVILLE (PTP) | 222 Joe Louis Lane Hahnville, LA 70057 |
| 41 | WILMER (PTP) | 25075 Hwy 10 Kentwood, LA 70444 |
| 42 | MONTEGUT | 1105 Hwy 55 Montegut, LA 70377 |

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8.0 APPENDIX**8.4 TOWER SITES (CONTINUED) (See Sections 3.2.1, 3.2.3 and 4.1.1)**

| SITE NO. | SITE NAME | SITE ADDRESS |
|-----------------|------------------------|---|
| 43 | HOUMA | 7491 Park Ave. Houma, LA 70364 |
| 44 | BOURG | 198 Hawky Lane Bourg, LA 70343 |
| 45 | CLEAR WATER (PTP) | 418 Whaley Rd. Forest Hill, LA 71430 |
| 46 | MONROE (MON) | 1400 Oliver Rd. Monroe, LA 71201 |
| 47 | WINNFIELD (PTP) | 1630 Tom Hudson Rd. Winnfield, LA 71483 |
| 48 | DELHI (MON) | 224 Cooper Rd. Delhi, LA 71232 |
| 49 | CHOPIN (PTP) | 3002 G.R. Bardwell Rd. Chopin, LA 71447 |
| 50 | DRY PRONG (PTP) | 1198 Forest Service Rd. 116A Dry Prong, LA 71423 |
| 51 | HAGEWOOD (PTP) | 761 Big Hill Fire Tower Rd. Natchitoches, LA 71457 |
| 52 | BOSSIER CITY (SHRV) | 620 Benton Rd. Bossier, LA. 71111 |
| 53 | FARMERVILLE (MON) | 188 Moon Dairy Drive Farmerville, LA 71241 |
| 54 | MINDEN (SHRV) | 377-B Sugar Creek Rd. Minden, LA 71055 |
| 55 | NATCHITOCHEs (PTP) | 182 Maryland Rd. Natchitoches, LA 71457 |
| 56 | BASTROP (MON) | 4292 Clarence Ave. Bastrop, LA 71220 |
| 57 | GREENWOOD (SHRV) | 9075 Jefferson Paige Rd. Greenwood, LA 71119 |
| 58 | RUSTON (MON) | 1154 Hwy 150 Grambling, LA 71245 |
| 59 | HINESTON (PTP) | 20 Hwy 465 Hineston, LA 71438 |
| 60 | ASHLAND (SHRV) | 3505 Punkin Center Rd. Castor, LA 71016 |
| 61 | VIVIAN | 15425 Old Atlanta Rd. Vivian, LA 71082 |
| 62 | NEWELLTON (MON) | 565 Fisher Rd. Newellton, LA |
| 63 | NOBLE (SHRV) | 10 Sam Webb Loop Noble, LA 71462 |
| 64 | TRANSYLVANIA (MON) | 1081 Hwy 581 Transylvania, LA 71286 |

Attachment A – Requests for Proposals (RFP)

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Title: Louisiana Wireless Information Network (LWIN) Backbone

8.0 APPENDIX**8.4 TOWER SITES (CONTINUED) (See Sections 3.2.1, 3.2.3 and 4.1.1)**

| SITE NO. | SITE NAME | SITE ADDRESS |
|-----------------|-------------------------|---|
| 65 | ALEXANDRIA (PTP) | 1710 Odom St. Alexandria, LA 71301 |
| 66 | AVOYELLES (PTP) | 8434 Hwy. 114 Cottonport, LA 71327 |
| 67 | BELLEVUE (SHRV) | 488 Bodcau Dam Rd. Bellevue, LA. 71037 |
| 68 | BERNICE (MON) | 15475 La. Hwy. 2 Bernice, LA 71222 |
| 69 | CALHOUN (MON) | 362 Connie Walters Rd. Calhoun, LA 71225 |
| 70 | COLUMBIA (MON) | 304 Adams St. Columbia, LA 71418 |
| 71 | FERRIDAY (PTP) | 2209 E. Wallace Blvd. Ferriday, LA 71334 |
| 72 | HOMER (SHRV) | 24919 La. Hwy 2 Homer, LA 71040 |
| 73 | JENA (PTP) | 125 Blade Loop Rd. Jena, LA 71342 |
| 74 | JONESBORO (MON) | 5056 Quitman Hwy Quitman, LA 71268 |
| 75 | MANSFIELD (SHRV) | 4722 Hwy 84 Mansfield, LA 71052 |
| 76 | MANY (PTP) | 4879 Middle Creek Rd. Many, LA 71449 |
| 77 | MARION (MON) | 2401 Hwy 143 Marion, LA 71260 |
| 78 | OAK GROVE (MON) | 2662 Forrest Cemetary Rd. Pioneer, LA 71266 |
| 79 | PLAIN DEALING (SHRV) | 10156 La. 3 Plain Dealing, LA 71064 |
| 80 | RINGGOLD (SHRV) | 2400 Hwy 4 Ringgold, LA 71068 |
| 81 | SENTELL (SHRV) | 5230 Dixie Shreveport Rd. Shreveport, LA 71107 |
| 82 | TALLULAH (MON) | 1364 Quebec Rd. Tallulah, LA 71282 |
| 83 | WHEELING (PTP) | 15621 Hwy 34 Montgomery, LA 71454 |
| 84 | SHREVEPORT (SHRV) | 1597 Texas Ave. Shreveport, LA 71103 |
| 85 | WEST MONROE (MON) | 107 Circle Dr. West Monroe, LA 71291 |
| 86 | CHASE (MON) | 6217 Hwy 15 Chase, LA 71324 |

Attachment A – Requests for Proposals (RFP)

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Title: Louisiana Wireless Information Network (LWIN) Backbone

8.0 APPENDIX**8.4 TOWER SITES (CONTINUED) (See Sections 3.2.1, 3.2.3 and 4.1.1)**

| SITE NO. | SITE NAME | SITE ADDRESS |
|-----------------|------------------------|--|
| 87 | COUSHATTA (SHRV) | 138 Lock & Dam Rd. Coushatta, LA 71019 |
| 88 | SHONGALOO (SHRV) | 208 Hillcrest Rd. Shongaloo, LA 71072 |
| 89 | SIBLEY (SHRV) | 303 Pero Church Rd. Sibley, LA 71073 |
| 90 | VICK | 3543 Vick Rd. Effie, LA 71331 |
| 91 | CALVIN (PTP) | 451 Lane Rd. Winnfield, LA 71483 |
| 92 | ARCADIA (SHRV) | 250 E.W. Morgan Arcadia, LA 71001 |
| 93 | ENTERPRISE | 280 Ball Park Dr. Enterprise, LA 71425 |
| 94 | HOLLOWAY | 27 H Bryant Rd. DeVille, LA 71328 |
| 95 | CHATHAM | 192 Womack Rd. Chatham, LA 71226 |
| 96 | ABBEVILLE (LAF) | La Hwy. 697 Abbeville, LA 70510 |
| 97 | ACADIA (LAF) | 1651 Roberts Cove Rd. Crowley, LA 70526 |
| 98 | ARSENE LEBLEU (LAF) | 1390 Arsene Lebleu Rd. Lake Charles, LA 70607 |
| 99 | DeQUINCY (LAF) | 14927 Hwy 27 DeQuincy, LA 70660 |
| 100 | DRY CREEK (LAF) | 171 Jessie Bushnell Rd. Dry Creek, LA 70637 |
| 101 | JEANERETTE (LAF) | 2500 Patoutville Rd. Jeanerette, LA 70544 |
| 102 | JENNINGS (LAF) | 21015 Chaisson Rd. Welsh, LA 70591 |
| 103 | JOHNSON BAYOU (LAF) | 5564 Gulf Beach Hwy Cameron, LA 70631 |
| 104 | LAFAYETTE (LAF) | 200 Smalley Rd. Lafayette, LA 70507 |
| 105 | LAKE CHARLES (LAF) | 706 Enterprise Blvd. Lake Charles, LA 70601 |
| 106 | LEESVILLE (PTP) | 9205 Shreveport Hwy. Leesville, LA 71446 |
| 107 | MERRYVILLE (LAF) | 739 David Widdon Rd. Merryville, LA 70653 |
| 108 | OPELOUSAS (LAF) | 1326 Jennings Rd. Opelousas, LA 70570 |

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8.0 APPENDIX**8.4 TOWER SITES (CONTINUED) (See Sections 3.2.1, 3.2.3 and 4.1.1)**

| SITE NO. | SITE NAME | SITE ADDRESS |
|-----------------|--------------------------------|--|
| 109 | PARKS (LAF) | 1532 Section 28 Rd. St. Martinville, LA 70582 |
| 110 | ROCKEFELLER (LAF) | 5498-5500 Grand Chenier Hwy Grand Chenier, LA 70643 |
| 111 | ROSEPINE (LAF) | 196 Catfish Hut Rd. DeRidder, LA 70634 |
| 112 | SCOTT (LAF) | 430 Timber Creek Lafayette, LA 70506 |
| 113 | SULPHUR (LAF) | 1901 Bayou D'Inde Pass Westlake, LA 70669 |
| 114 | VERMILLION (LAF) | 37137 La Hwy 3147 Kaplan, LA 70548 |
| 115 | VILLE PLATTE (LAF) | 529 Chicot Park Rd. Ville Platte, LA 70586 |
| 116 | VINTON (LAF) | 2780 Delta Downs Dr. Vinton, LA 70668 |
| 117 | CRAVENS (PTP) | 2285 Gravel Hill Church Rd. Pitkin, LA 70656 |
| 118 | HICKS (PTP DHDC) | 887 Fire Tower Rd. Hicks, LA 71446 |
| 119 | HORNBECK (PTP) | 198 Hwy 473 Hornbeck, LA 71439 |
| 120 | OAKDALE (PTP) | 1117 N 7th St. Oakdale, LA 71463 |
| 121 | ROSELAND (NO-BR-ALEX) | 66137 Hwy 1058 Roseland, LA 70456 |
| 122 | E. JENNINGS | 203 W. Booker St. Jennings, LA 70546 |
| 123 | ANACOCO | 138 Bud Hagan Rd. Anacoco, LA 71403 |
| 124 | OBERLIN | 1525 Raymond Reed Rd. Oberlin, LA 70655 |
| 125 | MOSS BLUFF | 1234 Joe Miller Rd. Lake Charles, LA 70611 |
| 126 | NEW IBERIA | 457 E. Main St. New Iberia, LA 70560 |
| 127 | EUNICE (under construction) | Address is pending |
| 128 | KEACHI | 10246 Hwy 5 Keatchie, LA 70754 |
| 129 | LIVINGSTON | 26764 Oliver Wheat Rd. Livingston, LA 70754 |