

**1.0 SCOPE**

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

By Statute (La. R.S. 39:141) the State of Louisiana, Office of Technology Services (OTS) shall act as the sole centralized customer for the acquisition, billing and record keeping of all telecommunications systems or telecommunications services provided to the Executive Branch of Louisiana State government which includes all executive departments, certain elected officials, boards and commissions. (<http://www.doa.la.gov/pages/default.aspx>). As such, OTS is soliciting proposal responses for the acquisition of transparent multi-protocol high bandwidth optical data transport services between two (2) data centers and the Bienville building in the Baton Rouge metropolitan area.

The State intends to make a single award.

**1.2 NON-EXCLUSIVE CONTRACT**

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

**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 – for the purposes of this document, is a problem that impacts the passage of customer traffic.

Emergency Maintenance – for the purposes of this document, is maintenance that cannot be delayed for any extended amount of time, typically to be performed in less than twenty-four (24) hours.

May/Can – denotes the advisory or permissible action.

Metro DWDM – for the purposes of this document, is defined as an OTS line of service for high bandwidth optical transport between three (3) facilities in the Baton Rouge metropolitan area. The Metro DWDM (Dense Wavelength Division Multiplexing) service provides transparent and protocol independent of numerous service types.

OSP – means the Office of State Procurement.

OTS – means the Office of Technology Services.

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

Proposal – a submission by the Proposer to enter into a Contract with the State to supply and support the products and/or services described, in accordance with the RFP specifications.

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.

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

Response – for the purposes of this document, means notification to customer.

Restoration – for the purposes of this document, means the service resumes traffic, but additional work is needed.

RFP – Request for Proposal.

Scheduled Maintenance – maintenance that can be scheduled days or weeks in advance.

Service Offering – for purposes of this RFP, is defined as the Proposer’s past and present performance (including any knowledge OTS may have regarding the Proposer’s performance on State projects/contracts), the Proposer’s experience and qualifications, as well as the Proposer’s proposed solution to the State’s needs and stated desirable features/functions, as applicable.

Shall/Will/Must – denotes a mandatory requirement.

Should – denotes a desirable action.

State – the State of Louisiana.

## 2.2 CALENDAR OF EVENTS

Release RFP and Blackout Period Begins:	<u>May 22, 2023</u>
Deadline to Receive Written Inquiries:	<u>June 5, 2023</u>
Deadline to Answer Written Inquiries:	<u>June 19, 2023</u>
Proposal Opening Date and Time	July 6, 2023
(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 their in-depth RFP review and submit inquiries in a timely manner.

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

Inquiries concerning this RFP shall be delivered to the State's contact person, Krystal Frank, for this RFP by mail, express courier, e-mail, or hand:

Office of State Procurement  
Attention: Krystal Frank  
1201 North Third St.  
Claiborne Bldg., Suite 2-160  
Baton Rouge, LA 70802

E-Mail: Krystal.Frank@la.gov  
Phone: (225) 342-4672

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

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

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

E-Mail: Stephanie.Smith4@la.gov

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

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

**NOTE:** LaPAC is the State's online electronic bid posting and notification system resident on State Procurement's website <https://www.doa.la.gov/doa/osp/>. 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 the email notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:

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

Help scripts are available on OSP website under Vendor Resources at the following link:

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

## 2.4 BLACKOUT PERIOD

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, Bidder, or its Agent or Representative is prohibited from communicating with any State employee or Contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to State employees, but also to any Contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 2.3 of this RFP. All communications to and from potential Proposers, Bidders, vendors and/or its representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the Contract is awarded.

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

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

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

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

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;

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

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**2.7 NUMBER OF COPIES SUBMITTED**

**For online submission:**

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:

- Five (5) 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 the RFP Contracting Officer is provided in Section 2.3 of this RFP. This document is **NOT** available electronically in WORD format.

It is the Proposer's responsibility to check the Office of State Procurement LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to submit a response to this Request for Proposal.

**Proposers are hereby advised that the Office of State Procurement (OSP) must receive proposals at its physical location by the date and time specified in Section 2.2 Calendar of Events of this RFP and on page one (1) of the RFx document.**

Proposals may be mailed or delivered by hand or courier service to the Office of State Procurement at:

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

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

- **RFP Name: Metro DWDM - Rebid**
- **File Number: 92825, Solicitation No. 3000021227**
- **RFP Opening Date and Time: July 6, 2023 at 10:00 AM Central Time**

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

The Proposer is solely responsible for 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 response.

**OR**

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

**NOTE:** Proposers who choose to respond to this RFP online via the vendor portal are encouraged to not submit a written proposal as well.

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 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 Section 2.2, 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 Response).

## 2.10 CONFIDENTIAL INFORMATION, TRADE SECRETS AND PROPRIETARY INFORMATION

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

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

technical proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

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

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

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

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

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

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

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



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

**2.11 PROPOSAL OPENING**

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

**2.12 CHANGES, ADDENDA, WITHDRAWALS**

The State reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

**2.13 WITHDRAWAL OF PROPOSAL**

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

**2.14 MATERIAL IN THE RFP**

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

**2.15 WAIVER OF ADMINISTRATIVE INFORMALITIES**

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

**2.16 PROPOSAL REJECTION**

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

In accordance with the provisions of La. R.S. 36:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent

(5%) or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

## 2.17 OWNERSHIP OF PROPOSAL

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

## 2.18 SIGNATURE AUTHORITY

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

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Secretary of State **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Office of State Procurement before Contract award.**
2. The signer of the proposal is a representative of the Proposer authorized to submit this proposal as evidenced by documents such as corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification, or other supportive documents should be attached to the form in Section 7.2.2 (Signature Authority).**
3. The Proposer has filed with the Secretary of State an affidavit **or** resolution **or** other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be submitted to the Office of State Procurement before Contract award.**
4. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer's vendor registration on file with the Office of State Procurement.

## 2.19 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.

**2.20 INDEPENDENT PRICE DETERMINATION**

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

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

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

In 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: <https://www.legis.la.gov/Legis/Law.aspx?d=671504>

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

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at: <https://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](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).

## **2.22 PRIME CONTRACTOR RESPONSIBILITIES**

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

## **2.23 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 Metro DWDM. 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, as amended, 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>

### **3.1.1 PROPOSER QUALIFICATIONS**

The Proposer shall have been in the business of providing the requested service for ten (10) years. The State desires that the Proposer have more than ten (10) years’ experience. The Proposer is encouraged to supply relevant information concerning its qualifications to perform work under the Contract. The Proposer should complete the form provided in Section 7.2.4 (Proposer Qualifications).

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

### **3.1.2 THIS SECTION INTENTIONALLY BLANK**

### **3.1.3 DETERMINATION OF RESPONSIBILITY**

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

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

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

The Proposer should provide its information on the form in Section 7.2.6 (Determination of Responsibility).

**3.2 TECHNICAL REQUIREMENTS**

**3.2.1 BACKGROUND INFORMATION**

OTS currently provides the connectivity among three (3) facilities via a contracted Metro DWDM line of service. The facilities are located within the metropolitan Baton Rouge area. The protocols and bandwidths in the existing contracts include 100GB Ethernet, 40GB Ethernet, 10GB Ethernet, and 1GB Ethernet. The interface handoffs include single-mode (SM) and multi-mode (MM) types. The connections are used by OTS and other State agencies for IP network connectivity, data storage and replication, mainframe operations, and redundant services for business continuity and disaster recovery. The services are critical to the agencies' operations and reliability is a paramount concern. The addresses of the facilities are:

Information Services Building  
 1800 N. 3rd Street  
 Baton Rouge, LA 70802

Department of Public Safety  
 8001 Independence Blvd.  
 Baton Rouge, LA 70806

Bienville Building  
 628 4<sup>th</sup> Street  
 Baton Rouge, LA 70802

**3.2.2 GENERAL REQUIREMENTS**

The State is seeking a turnkey service to provide connectivity to the three (3) facilities listed in Section 3.2.1 within the metropolitan Baton Rouge area, with the mandatory protocols and bandwidths listed in Section 4.1.1 (Required Protocol and Bandwidth). The Contractor shall add and delete circuits to meet the needs of the State throughout the term of the Contract.

The service shall support protocols and bandwidth requirements with high reliability, flexibility, and cost-effectiveness. Current usage for this line of service is listed in the table below.

The following represents the number of current subscribers by Protocol.

Location A	Location Z	Protocol	Quantity
ISB	DPS	Gigabit Ethernet	7
ISB	DPS	Fibre Channel	7

Bienville	DPS	Gigabit Ethernet	3
ISB	DPS	10 Gigabit Ethernet	4
ISB	DPS	40 Gigabit Ethernet	2

The service shall use diverse cable paths. The State shall provide the diverse entrances at each facility. The service shall include auto fault detection and path recovery mechanisms that can be implemented to eliminate failures across the multiple paths. The Proposer should describe its diverse cable paths, auto fault detection and path recovery mechanisms in Section 7.2.7 (Diverse Cable Paths).

In order to demonstrate an understanding of the scope of the RFP, the Proposer should provide a conceptual design with diagrams and a sample implementation plan of comparable size and scope. The Proposer should use the form in Section 7.2.8 (Conceptual Design and Sample Implementation Plan).

**3.2.3 FACILITIES**

The Contractor shall place equipment necessary to terminate services within the State's facilities listed in Section 3.2.1, Background Information. The State shall provide two (2) standard cabinets at each of the facilities. The State shall provide power, cooling, and cable conduit at each of the three (3) facilities. The Contractor shall provide and install all required cabling per OTS standards.

**3.3 IMPLEMENTATION AND SERVICE PROVISION REQUIREMENTS**

OTS shall assign a project manager to work with the Contractor during implementation. The new service shall be implemented in three (3) phases to minimize the impact to the existing services, as applicable, to the Proposer's proposed platform. The phases are as follows:

- Phase 1, System Implementation (See Section 3.3.2) – If applicable, a complete data transport system shall be installed, tested, and certified without the actual migration of the existing customer lines.
- Phase 2, System Migration (See Section 3.3.3) – All customer connections shall be migrated from the existing Metro DWDM line of service to the new service. The Contractor shall test and certify the connections. The State desires minimum disruption for existing customers during the migration process.
- Phase 3, Service Ordering (See Section 3.3.4) – The Contractor shall begin accepting customer orders as well as move, change, and disconnect orders for the new service.

**3.3.1 THIS SECTION INTENTIONALLY BLANK**

**3.3.2 SYSTEM IMPLEMENTATION (PHASE 1)**

A complete data transport system shall be installed, tested, and certified without the actual migration of existing customer lines.



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

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

### **3.3.2.2 IMPLEMENTATION SCHEDULE AND DESIGN**

Following the award of the Contract, the OTS Project Manager will schedule a design session with the Contractor to finalize the State's requirements. The Contractor shall then prepare and submit to the OTS Project Manager a system implementation schedule and final design for review and approval. The schedule and design shall be submitted within fourteen (14) calendar days of the design session. The schedule shall include a detailed project plan to show the orderly progression of events, including but not limited to: equipment delivery, installation of cable and equipment, system test, performance data, delivery of system inventory and documentation, and system acceptance.

The preceding shall be expressed in increments of contiguous business days with estimated dates. The Contractor shall be prepared to meet with the Project Manager to discuss the plan, if requested. Installation shall not begin until the implementation schedule and design have been approved in writing by the OTS Project Manager.

### **3.3.2.3 INSTALLATION INTERVAL**

The maximum installation interval shall be one hundred twenty (120) calendar days after receipt of an approved implementation schedule and design. The State desires the shortest installation intervals possible. The Contractor shall not be held responsible for delays caused by the State. The Proposer should define and describe its installation intervals on the form in Section 7.2.9 (Installation Intervals).

### **3.3.2.4 TEST REQUIREMENTS AND CERTIFICATION PLAN**

The State and the Contractor shall cooperatively develop a test and certification plan. The Contractor shall execute certification procedures after initial installation for a period of no less than thirty (30) calendar days. A test and certification plan shall be designed to measure and verify that the requirements in the table in Section 3.3.5 (Performance Requirements) are achieved.

### **3.3.3 SYSTEM MIGRATION (PHASE 2)**

Upon successful completion and OTS acceptance of Phase I, the Contractor shall migrate all connections from the existing Metro DWDM line of service to the new service in coordination with the OTS Project Manager. The Contractor shall test and certify the connections.

#### **3.3.3.1 MIGRATION PLAN**

During the test and certification period, the State and the Contractor shall negotiate a migration strategy and schedule for existing customers of the Metro DWDM line of service. Migration shall not begin until a migration schedule has been approved by the State and the

Contractor has completed the test and certification process detailed in Section 3.3.2.4 (Test Requirements and Certification Plan).

### **3.3.3.2 CONDITIONS REQUIRED FOR OTS TO ACKNOWLEDGE MIGRATION COMPLETION**

Migration shall not be considered complete until the following conditions have been met:

1. All the Contractor's equipment has been delivered and installed.
2. All circuits and service equipment components have passed all negotiated system tests.
3. All service functions and all features are fully operational.
4. All other requirements as specified herein.

### **3.3.3.3 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 contract and shall not impact service to other subscribing locations.

### **3.3.3.4 EXECUTION OF WORK**

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

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

### **3.3.4 SERVICE ORDERING (PHASE 3)**

After implementation and migration have been completed, the State shall be ready to accept orders for adding new connections, moving or changing existing connections, and disconnecting existing connections.

New connections, moves and changes shall be completed within (10) calendar days after receipt of an order. Disconnects shall not exceed three (3) calendar days after receipt of an order. The State desires the shortest turnaround time on orders as possible. The Proposer should provide a description of its ordering and provisioning processes with specified order completion times for connects, disconnects, moves, and changes.

The State desires that the Proposer provide expedited services. The Proposer should describe its ordering process and expedited services on the form in Section 7.2.10 (Ordering and Provisioning Process).

**3.3.5 PERFORMANCE REQUIREMENTS**

The Contractor shall guarantee 99.99% monthly uptime for each circuit. 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 is defined as the duration of time the service experiences a critical problem as defined within Section 2.1, Definitions.

Circuit error rates shall not exceed the specified maximum protocol-error rates defined below. For protocols with no specified error type and rate, the State and the Contractor shall cooperatively develop performance criteria based on industry standards.

<u>Protocol</u>	<u>Error Type</u>	<u>Maximum Acceptable Error Rates</u>
Fibre Channel	--	
Gigabit Ethernet: (1000BASE-LX) Or (1000BASE-SX)	CR	One Percent (1%) of Total Packets Input per One (1) Minute Increment
10 Gigabit Ethernet (10GBase-SR) or (10GBase-LR) or (10GBase-ER)	CR	One Percent (1%) of Total Packets Input per One (1) Minute Increment
	Input Errors	One Percent (1%) of Total Packets Input per One (1) Minute Increment
40 Gigabit Ethernet (40GBase-SR4) or (40GBase-LR4)	CR	One Percent (1%) of Total Packets Input per One (1) Minute Increment
	Frame	One Percent (1%) of Total Packets Input per One (1) Minute Increment
	Input Errors	One Percent (1%) of Total Packets Input per One (1) Minute Increment
100 Gigabit Ethernet (SR4, LR4, and CWDM)	CR	One Percent (1%) of Total Packets Input per One (1) Minute Increment
	Frames	One Percent (1%) of Total Packets Input per One (1) Minute Increment
	Input Errors	One Percent (1%) of Total Packets Input per One (1) Minute Increment

**3.4 CUSTOMER SERVICE**

The Contractor shall provide help desk services twenty-four (24) hours a day, seven (7) days a week, including holidays, as a means for OTS to report troubles with the service, track trouble tickets, and seek technical guidance.

The State desires highly efficient help desk services and technical support.

All help desk services shall be based within the United States.

The Proposer should describe its trouble reporting procedures and technical support access procedures in Section 7.2.11 (Trouble Reporting and Technical Access).

### **3.5 SERVICE RESPONSE AND RESTORATION**

The Contractor shall provide the contracted service and maintain the service performance levels as required in this document throughout the term of the Contract (see Section 3.2.2 General Requirements). The Contractor shall repair or replace defective parts, as necessary to provision for the contracted service. The restored service shall meet all performance requirements detailed in Section 3.3.5 (Performance Requirements).

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

The Contractor shall guarantee a problem response time of one-half (1/2) hour or less from the earliest of the following: 1) the time the system first registers the problem or 2) the time the State reports the problem. The Contractor shall respond to a problem report via phone, email, or text and shall use appropriate procedures and technologies, including but not limited to, remote diagnostics and administration or the dispatch of trained technicians on site.

Service outages that last longer than four (4) hours may incur performance penalties in accordance with Section 6.2.13.2 (Liquidated Damages). The State highly desires restoration intervals shorter than four (4) hours. The Proposer should describe its 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 7.2.12 (Service Restoration Intervals).

The State desires priority restoration services. The Proposer should describe any priority restoration services available and any associated cost on the form in Section 7.2.13 (Priority Service Restoration).

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

### **3.6 MAINTENANCE REQUIREMENTS**

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

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

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

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

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

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

The Proposer should provide the requested information for scheduled maintenance in Section 7.2.14 (Scheduled Maintenance Notifications).

The Proposer should provide the requested information for emergency maintenance in Section 7.2.15 (Emergency Maintenance Notifications).

### **3.7 VALUE-ADDED SERVICES**

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

The Proposer should describe any value-added benefits that are at no additional cost to the State on the form in Section 7.2.16 (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 7.2.17 (Value-Added Benefits at Additional Cost).

## **4.0 PRICING SPECIFICATIONS**

### **4.1 PRICING SPECIFIC TO THIS RFP**

#### **4.1.1 REQUIRED PROTOCOL AND BANDWIDTH**

The Proposer shall quote rates for monthly recurring and installation for all of the following protocols:

- Fibre Channel
- Gigabit Ethernet 1000BASE-LX
- 10 Gigabit Ethernet (10GBase-SR)
- 10 Gigabit Ethernet (10GBase-LR)
- 10 Gigabit Ethernet (10GBase-ER)

- 40 Gigabit Ethernet (40GBase-SR4) or 40 Gigabit Ethernet (40GBase-LR4)
- 100 Gigabit Ethernet (SR4, LR4, and CWDM)

The Proposer may quote a rate of zero.

There shall be no cost to the State of system implementation or testing. There shall be no cost to the State to disconnect circuits.

The Proposer should use the form in Section 7.1.1 (Required Protocol and Bandwidth).

#### **4.1.2 REGULATED CHARGES, TAXES, 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 regulated charges that it intends to recover. A copy of OTS's Certificate of Sales/Use Tax Exemption is included herein as Appendix 8.1 of the RFP.

Examples of regulated charges that the Proposer may include in its quoted rates include, but are not limited to Access Recovery Charge, Federal Excise Tax, and FCC Universal Service Fund (USF).

Examples of taxes the State shall not pay include but are not limited to E911 tax, Property Tax Recovery, State Universal Service Fund, State or Local Sales Tax, Intrastate Fee, Utility Usage Tax, etc.

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

The Proposer shall not bill and the State shall not pay for any itemized regulated charges.

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

**5.1.2 ADDITIONAL INFORMATION**

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

**5.2 CRITERIA**

**5.2.1 ADMINISTRATIVE AND TECHNICAL COMPLIANCE**

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

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

**5.2.2 SPECIFIC CRITERIA (WEIGHTED)**

Cost. The maximum number of points that shall be awarded for this criterion is forty (40). The maximum points for this criterion shall be awarded to the Proposer who proposes the lowest total cost for the service calculated over a thirty-six (36) month period.

Service Offering. Proposers who are found to be technically and administratively compliant shall be assigned points in the Service Offering category. Points shall be assigned based on how well the Proposer's service offering meets or exceeds the stated desirable features/functions, the State's perceived value of the service offering, and how well the Proposer's overall service offering compares to the service offerings of other Proposers eligible to receive points in this category.

Proposals will be evaluated for Proposer's Technical acceptability according to the criteria listed in Section 3.2 Technical Requirements, and Section 3.3 Implementation and Service Provision Requirements.

For a Proposer to proceed to the Financial Proposal evaluation and the Veteran and Hudson Initiative evaluation, the Proposer shall achieve a minimum score of twenty (20) points of the possible forty-eight (48) points assigned to the Service Offering. Any Proposal failing to receive the minimum score at the completion of the detailed evaluation of the Service Offering will not be evaluated further and will be ineligible for award.

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 forty-eight (48). 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 (1) or more certified small entrepreneurships 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 contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
4. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in the RFP.

**5.2.3 SIMULTANEOUS REVIEW**

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

**5.3 METHODOLOGY**

**5.3.1 MODEL**

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



**5.3.2 FORMULAS**

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

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

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

Example:	Score of Proposal I	=	$\frac{PI}{P_i} \times MP$
	Vendor 1 Lowest proposal \$ 20,000	=	PI
	Vendor 2 proposal \$ 23,000	=	Pi
	40	=	MP
	(Vendor 1) $\frac{\$ 20,000 \times 40}{\$ 23,000}$ (MP)	=	34.78

**5.4 OTS RECOMMENDATION FOR AWARD**

**5.4.1 DETERMINATION OF SUCCESSFUL PROPOSER**

A recommendation for award may be made for the Proposer who receives the highest ranking in point allocation and who meets all mandatory administrative and technical requirements.

**5.4.2 WRITTEN RECOMMENDATION FOR AWARD**

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

**5.5 AWARD**

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

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

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

**6.0 CONTRACTUAL TERMS AND CONDITIONS**

**6.1 GENERAL TERMS AND CONDITIONS**

**6.1.1 TAXES**

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

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

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

**6.1.3 CONTRACTOR RESPONSIBILITIES**

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

**6.1.4 GOVERNING LAW**

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

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

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

**6.1.6 ORDER OF PRECEDENCE**

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

**6.1.7 GOOD FAITH NEGOTIATIONS**

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

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

**6.1.8 WAIVER CLAUSE**

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

**6.1.9 SEVERABILITY**

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

**6.1.10 HEADINGS AND SECTION REFERENCES**

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

**6.1.11 RIGHT TO AUDIT**

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the Contract for a period of five (5) years from the date of the final 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 SECURITY**

The Contractor's personnel shall comply with all security regulations in effect at the State's premises, the Information Security Policy at <https://www.doa.la.gov/oa/ots/policies-and-forms/> and externally for material and property belonging to the State or the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. The Contractor is responsible for promptly reporting to the State any known breach of security.

#### **6.1.13.1 OFFICE OF TECHNOLOGY SERVICES (OTS) REQUIREMENTS**

The Contractor shall comply, as applicable, with OTS Information Security Policy as described in Appendix 8.2 Security - OTS Information Security Requirements.

The Proposer should confirm that it has read and will comply, as applicable, with OTS' Information Security Policy.

The Proposer should use the form in Section 7.2.18 (Security – Office of Technology Services) to affirm its compliance and provide the required information.

#### **6.1.13.2 SAFEGUARDING FEDERAL TAX INFORMATION**

The Contractor shall comply, as applicable, with IRS Audit Compliance as described in Appendix 8.3 Security - Safeguarding Federal Tax Information.

The Proposer should confirm that it has read and will comply, as applicable, with IRS Audit Requirements.

The Proposer should use the form in Section 7.2.19 (Security – Safeguarding Federal Tax Information) to affirm its compliance.

#### **6.1.13.3 PURCHASE OF APPROVED TELECOMMUNICATIONS EQUIPMENT**

In accordance with La. R.S. 39:1753.1, the following Telecommunications or Video Surveillance Equipment or Services are prohibited from being procured:

- a) Telecommunications Equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities, as described in Section 889(f)(3)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.
- b) Video Surveillance Equipment or Telecommunications Equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or any subsidiary or affiliate of such entities, as described in Section 889(f)(3)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.
- c) Telecommunications or Video Surveillance Equipment or Services produced or provided by an entity found to be owned, controlled, or otherwise connected to the government of the People's Republic of China, as described in Section 889(f)(3)(D) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.

- d) Any product or equipment, regardless of manufacturer, containing as a component any equipment identified by paragraphs a) through c) above. This may include, but is not limited to the following:
  - i. Computers or other equipment containing a component which enables any form of network connectivity or telecommunications regardless of whether the equipment is regularly connected to a network.
  - ii. Building automation, environmental controls, access controls, or facility management and monitoring systems.
- e) Voting machines, peripherals, and election systems that are a product, or a component thereof, that is identified as being produced by those entities listed in paragraphs a) through c) above, shall be prohibited telecommunications or video surveillance equipment pursuant to La. R.S. 39:1753.1.
- f) Any services provided using any equipment identified by paragraphs a) through e) above.

Prior to the award of this solicitation, the Proposer, who has not been rejected as non-responsive or disqualified as non-responsive, shall provide documentation by Affidavit, Appendix 8.5 of this RFP, that the equipment or services to be procured through the Contract are not prohibited telecommunications or video surveillance equipment or services as defined above.

Any Contractor found to be in violation of the above shall, at its own expense, replace the prohibited telecommunications or video surveillance equipment or services with nonprohibited equipment or services of at least equal quality and performance.

Failure to comply with the above shall result in the cancellation of the Contract and the Contractor will be subject to debarment or suspension in accordance with La. R.S. 39:1672.

#### **6.1.14 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.

#### **6.1.14.1 RECORD RETENTION**

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

#### **6.1.15 USE OF AGENCY'S FACILITIES**

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

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and

administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

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

#### **6.1.16 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

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

By submitting a response to this solicitation, the Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The Proposer has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

### **6.2 CONTRACT ADMINISTRATION**

#### **6.2.1 CONTRACT TERM**

The Contract resulting from this solicitation will be effective upon the approval of the Office of State Procurement. The thirty-six (36) month Contract term shall begin upon OTS's written approval of successful conversion from the old Contract to the new Contract unless otherwise terminated in accordance with the Termination provisions of the 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 twenty-four (24) month periods at the same prices, terms and conditions.

#### **6.2.3 ORDERS**

Written orders shall be issued by the OTS Customer Service Section.

**6.2.4 CHANGE ORDERS**

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

**6.2.5 INVOICING**

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

State invoices shall reference the written order number and shall be itemized with service identifier, location, contract numbers, OTS numbers (if applicable), quantities, and prices as indicated on the written order. State invoices which do not comply shall be returned to the Contractor unpaid.

State invoices with incorrect pricing in whole or in part shall be returned to the Contractor unpaid.

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

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**6.2.5.3 ELECTRONIC BILLING**

OTS uses an automated billing system to process invoices from its Contractors to produce a bill for its customers. Accordingly, the State highly desires the Contractor to provide monthly electronic billing which is a direct reflection of all billable items noted in the monthly invoice.

The electronic billing shall be produced in a computer readable format that can be used as direct input each month to the State's billing system. Acceptable electronic billing solutions are data files made up of defined records. Each record represents specific billable information that matches the Contractor's end of month paper based invoice. Acceptable data formats are character-separated value (.csv), delimited text (.txt) and Excel (.xls[x]). Examples of unacceptable electronic billing formats are scanned images of the paper invoice, Optical Character Recognition (OCR) files, EDI, and Portable Document Format (PDF) files.

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

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

and receive OTS approval of changes to be made to the record layout and/or media format prior to the change.

Should the Proposer offer Electronic Billing, it shall demonstrate its ability to perform electronic billing as described above within thirty (30) days of the notification of an award. If the Proposer fails to fully demonstrate its ability to bill electronically within thirty (30) days, the Contractor shall not receive an award and the Office of State Procurement will issue a notification of an award to the Proposer that received the next highest ranking in point allocation meeting all administrative and technical requirements.

The Proposer should provide a record layout for each type of record in the file. The record layout defines what type of data the record represents and a definition of each data field that makes up the full record. The Proposer should address how it intends to transmit this electronic invoice data and provide the billing media format to the State. The State desires that the Proposer provide sample invoice data. The Proposer should provide the requested information on the form in Section 7.2.20 (Electronic Billing).

#### **6.2.5.4 BILLING SPECIALIST**

Within ten (10) business days of contract award, the Contractor shall provide a single point of contact via direct phone line for all billing related issues.

#### **6.2.6 PAYMENTS**

OTS shall be responsible for payment of invoices for all orders issued and approved by OTS.

##### **6.2.6.1 ELECTRONIC PAYMENTS**

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

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

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the Contract. All Contract terms and conditions apply to purchases made with LaCarte.



- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against the Contract during the Contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of Technology Services on request.

**EFT** payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that the Contractor have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available 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 it will accept or indicate if it is already enrolled on the form in Section 7.2.21 (Electronic Payments).

#### **6.2.6.2 LATE PAYMENTS**

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

#### **6.2.7 REPORTS**

The Contractor shall provide quarterly usage reports. At a minimum, the reports shall include the Contract number, from and to dates, user agency name, purchase order date, invoice number, location, item description, unit of measure, quantity, and unit price. The semi-annual usage reports shall be submitted on the fifteenth (15<sup>th</sup>) day following the quarter end.

Upon request, the Contractor shall provide additional usage reports.

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

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

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#### **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 Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

**6.2.9.1 TERMINATION FOR CAUSE**

The State may terminate the Contract or any orders issued pursuant to the Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract or any orders issued pursuant to the Contract provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract or any orders issued pursuant to the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in the RFP or proposal shall constitute a default and may cause cancellation of the Contract or any orders issued pursuant to the Contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain any or all products or services covered by the Contract or any orders issued pursuant to the Contract on the open market and to charge the Contractor with cost in excess of the Contract price. Until such assessed charges have been paid, no subsequent proposal from the defaulting Contractor shall be considered.

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

**6.2.9.2 TERMINATION FOR CONVENIENCE**

The State may terminate the Contract or any orders issued pursuant to the Contract at any time (1) by giving thirty (30) days written notice to the Contractor of such termination: or (2) by negotiating with the Contractor an effective date. The State shall pay Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to date of termination, to the extent work has been performed satisfactorily.

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

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

**6.2.10 CONTRACT MODIFICATIONS**

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

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

**6.2.11 CONTRACT CONTROVERSIES**

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

**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 \$500,000. 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.

The selected Proposer shall execute and deliver to the Division of Administration within ten (10) calendar days after receipt of an order, an original performance guarantee in the amount equal to the total system cost for each individual system project over \$50,000 or any major addition project over \$50,000. The 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 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. 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. The guarantee shall be valid from ten (10) calendar days after receipt of order through the date of acceptance of the system or major addition.

**6.2.13 REMEDIES**

**6.2.13.1 SERVICE GUARANTEE REQUIREMENTS**

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

**6.2.13.2 LIQUIDATED DAMAGES**

It is understood and agreed between the State and the Contractor, that time is of the essence and that for each calendar day of delay beyond any event in the Implementation Schedule and Design in Section 3.3.2.2 after due allowance for such extension or extensions of time that may be consented to by the State, and through a maximum of sixty (60) calendar days, the Contractor shall pay to the State as liquidated damages the sum of a 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 two percent (2%) of the monthly service cost per hour, capped at the monthly rate for the circuits impacted, for interruptions or defects in transmission lasting over four (4) hours.

If service does not maintain the acceptable performance requirements as specified in Section 3.3.5, Performance Requirements, the Contractor may be assessed at a rate of twenty-five percent (25%) of the monthly cost of the service per day to be capped at an amount equal to the monthly rate of the respective service.

**6.2.14 ASSIGNMENT**

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

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

**6.3.1 DUTY TO DEFEND**

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

**6.3.2 FORCE MAJEURE**

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

**6.3.3 INDEMNIFICATION AND LIMITATION OF LIABILITY**

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

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

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action no

later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation," and regardless of the basis on which the claim is made, the Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for Products, Materials, or Services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

## **6.4 INSURANCE TYPES AND AMOUNTS**

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

### **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 \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

**6.4.1.2 COMMERCIAL GENERAL LIABILITY**

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

**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 COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES**

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (for ongoing work) and CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalent, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the Contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

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

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

#### **6.4.3.3 ALL COVERAGES**

- a. All policies must be endorsed to require thirty (30) days written notice of cancellation to the Agency. Ten (10) day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limit.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant Certificate of Insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

#### **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 within thirty (30) days.

#### **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 or insurance policy 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.



The certificate holder shall be listed as follows:

State of Louisiana  
Office of Technology Services, its Officers, Agents, Employees, and Volunteers  
1201 N. 3rd Street, Claiborne Building, Suite 2-130  
Baton Rouge, LA 70802

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

#### **6.4.6 SUBCONTRACTORS**

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

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

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent Contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of the Contract.

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

Flood coverage shall be provided by the Contractor on the first floor and below for projects North of the Interstate Corridor beginning at the Texas – Louisiana border at Interstate 10 East to the Baton Rouge junction of Interstate 12, East to Slidell junction with Interstate 10

to the Louisiana – Mississippi border. On projects South of this corridor, flood coverage shall be required on the first and second floors and below. Coverage for roofing projects shall **not** require flood coverage. The Contractor has the right to purchase coverage or self-insure any exposures not required by the RFP, but shall be held liable for all losses, deductibles, self-insurance for coverages not required.

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

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

Policies insuring projects involving additions, alterations or repairs to existing buildings or structures must include on 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 FORMS**

**7.1.1 REQUIRED PROTOCOL AND BANDWIDTH (See Section 4.1.1)**

The Proposer shall quote rates for monthly recurring and installation for all of the following protocols:

The Proposer may quote a rate of zero.

<b>Protocol</b>	<b>Rate Per Circuit</b>	
	<b>Monthly Recurring</b>	<b>Installation</b>
Fibre Channel		
Gigabit Ethernet 1000BASE-LX		
10 Gigabit Ethernet (10GBase-SR)		
10 Gigabit Ethernet (10GBase-LR)		
10 Gigabit Ethernet (10GBase-ER)		
40 Gigabit Ethernet (40GBase-SR4) or 40 Gigabit Ethernet (40GBase-LR4)		
100 Gigabit Ethernet (SR4, LR4, and CWDM)		

**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 2.18)**

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 2.21)**

Please refer to Section 2.21 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 (1) or more certified small entrepreneurships 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 \_\_\_\_\_ since \_\_\_\_\_ year.

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

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

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

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

The Proposer should provide any relevant information concerning its qualifications to perform work under the Contract.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.5 LOCAL PRESENCE (See Section 3.1.1)**

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



**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.6 DETERMINATION OF RESPONSIBILITY (See Section 3.1.3)**

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.7 DIVERSE CABLE PATHS (See Section 3.2.2)**

The Proposer should describe its diverse cable paths, auto fault detection and path recovery mechanisms.

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.8 CONCEPTUAL DESIGN AND SAMPLE IMPLEMENTATION PLAN (See Section 3.2.2)**

The Proposer should provide a conceptual design with diagrams and a sample implementation plan.

**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.9 INSTALLATION INTERVALS (See Section 3.3.2.3)**

The Proposer should define and describe its installation intervals.

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.10 ORDERING AND PROVISIONING PROCESS (See Section 3.3.4)**

The Proposer should describe its ordering process and expedited services.

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.11 TROUBLE REPORTING AND TECHNICAL ACCESS (See Section 3.4)**

The Proposer should describe its trouble reporting procedures and technical support access procedures.

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.12 SERVICE RESTORATION INTERVALS (See Section 3.5)**

The Proposer should describe its service repair and restoration processes.

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.13 PRIORITY SERVICE RESTORATION (See Section 3.5)**

The Proposer should describe any priority restoration services available and any associated cost.



**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.14 SCHEDULED MAINTENANCE NOTIFICATIONS (See Section 3.6)**

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

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.15 EMERGENCY MAINTENANCE NOTIFICATIONS (See Section 3.6)**

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

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.16 VALUE-ADDED BENEFITS AT NO COST (See Section 3.7)**

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

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.17 VALUE-ADDED BENEFITS AT ADDITIONAL COST (See Section 3.7)**

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

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.18 SECURITY – OFFICE OF TECHNOLOGY SERVICES (See Section 6.1.13.1)**

The Proposer confirms that it has read and will comply, as applicable, with OTS' Information Security Policy.

\_\_\_\_\_ YES      \_\_\_\_\_ NO

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.19 SECURITY – SAFEGUARDING FEDERAL TAX INFORMATION (See Section 6.1.13.2)**

The Proposer confirms that it has read and will comply, as applicable, with IRS Audit Requirements.

\_\_\_\_\_ YES      \_\_\_\_\_ NO

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.20 ELECTRONIC BILLING (See Section 6.2.5.3)**

The Proposer should provide a record layout for each type of record in the file. The Proposer should address how it intends to transmit this electronic invoice data and provide the billing media format to the State.

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

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

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

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

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

\_\_\_\_\_  
Date

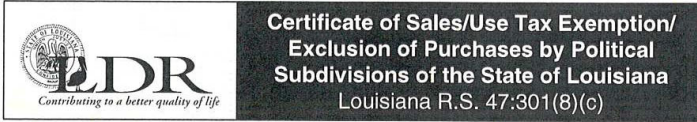
\_\_\_\_\_  
Email address of authorized individual

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



**8.0 APPENDIX**  
**8.1 TAX EXEMPTION STATUS (See Section 4.1.2)**

R-1056 (10/07)



PLEASE PRINT OR TYPE.

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

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

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

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

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

Signature of Authorized Agent	
Authorized Agent <i>Donyelle Edwards</i>	Title OTS Statewide Director 1
Signature <i>X Donyelle Edwards</i>	Date (mm/dd/yyyy) <i>1-13-23</i>

**8.0 APPENDIX**  
**8.2 SECURITY – OTS INFORMATION SECURITY REQUIREMENTS (See Section 6.1.13.1)**

**INFORMATION SECURITY REQUIREMENTS:**

Contractor’s personnel will comply with all security regulations in effect at the State’s premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for reporting any breach of security to the State no later than forty-eight (48) hours after confirmation of the event. Notify the Information Security Team (“IST”) by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at [infosecteam@la.gov](mailto:infosecteam@la.gov)

This section provides the additional information security requirements in addition to the existing Contract.

**Safeguarding Confidential and Restricted Information**

Contractor shall implement and maintain administrative, technical, and physical safeguards designed to protect against unauthorized access to or use of Confidential or Restricted Information received from, or on behalf of, State by Contractor pursuant to the performance of the agreed-upon Services. For purposes of this attachment, Confidential Information includes Restricted Information. Restricted Information is data which requires strict adherence to legal obligations such as federal, state, or local law or required by State policy and so designated. Examples of Restricted Information include, but are not limited to Protected Health Information (PHI), Federal Tax Information (FTI), Payment Card Information (PCI), Criminal Justice Information Services (CJIS) and Personally Identifiable Information (PII) or data specifically designated by State as Restricted Information. Contractor currently maintains the following:

- An information security program that defines implements, and reviews information security policies and procedures.
- Policies that prohibit the unauthorized disclosure of Confidential and Restricted Information and requesting, on an annual basis, confirmation from Contractor personnel that they have read such policies.
- Processes to encrypt Confidential Information stored on Contractor-provided laptop and desktop computers (using BitLocker Drive Encryption – full disk encryption); processes and security settings to protect Confidential Information stored on Contractor-provided mobile devices (e.g., iPhone and BlackBerries®), such as time out values, PINs, automatic device wipe after a specified number of invalid log-on attempts, and remote wipe capability; and issuing encrypted USB drives to Contractor personnel for use in transferring Confidential Information.
- Training and awareness programs for personnel related to information security policies, information protection standards, and privacy. Additionally, upon required intervals, publishing privacy and security-related alerts or reminders by standard Contractor internal communication channels.

- Limiting physical access to Contractor offices through the use of one (1) or more of conventional locks, electronic locks, security guards, identification badges, visitor control programs, and video surveillance programs.
- Anti-virus protection programs (e.g., McAfee), including, centrally managed, commercially available anti-virus software on Contractor-provided computers to which updates are released as they become available from anti-virus software vendors, and a virus containment process that defines responsibilities and outlines procedures.
- Network servers in Contractor's data centers that employ a variety of industry-accepted procedures and tools that are designed to safeguard portions of the network and servers within the data centers. These include combinations of the following:
  - Restricting both physical and network access to authorized users
  - Restricting physical access by card-key control systems
  - Network-based intrusion prevention system
  - Firewalls to segment networks
  - Vulnerability assessment processes and tools
  - Change management procedures
  - Patch management processes and tools
  - Periodically backing-up data that is maintained on Contractor network servers, including processes to encrypt back-up media and to store back-up media off-site
  - Server operating system hardening as appropriate
- Periodic review and update of internal Contractor information security policies and procedures.
- Incident Response processes containing escalation procedures for contacting State and Information Security resources.
- Sanitize any decommissioned or inoperable storage, media, disk, or drive containing any of the State's systems, data, applications, or configurations in compliance with NIST SP 800-88r1.

Access to State resources requires the following: Contractor personnel connecting to State computing systems and resources shall only be in the performance of the agreed-upon Services.

- Contractor personnel **shall not** knowingly (unless otherwise expressly agreed to by the parties as a function of the Services, or authorized in writing by the State's Information Security Team):
  - Access or attempt to access the State's Confidential or Restricted Information for any purpose outside of the scope of such Services;
  - Connect personal (i.e., non-work related or Contractor-provided) devices to the State's network;
  - Attempt to alter or circumvent any State security controls safeguarding the State's network (e.g., authentication processes, access controls, firewall controls, web site blocking controls, etc.);

- Install, execute, or modify software, equipment or peripherals on (or remove software, equipment or peripherals from) the State network;
- Install or disseminate malicious code (including computer viruses, worms, and Trojan horses) on the State network;
- Conduct discovery or vulnerability scans of State networks, applications, or computing systems; or
- Share or disclose any access code or password provided by, or generated on behalf of, the State to Contractor personnel for such access.
- All Contractor access and or connection to the State network for Confidential or Restricted data must occur from a State issued and OTS controlled computer. All Contractor personnel shall review the terms and requirements of this attachment prior to accessing State resources.
- The State will provide Virtual Private Network (VPN) access to Contractor personnel in order for them to perform development, testing, and production support activities in a timely manner.
- Remote access will be provided on a 24x7 basis for the Contractor's project team during the duration of this project. The Contractor is responsible for planning around the State's reoccurring (planned and emergency) network and system maintenance, upon the State's communication of the same to Contractor, in order to confirm agreed upon Service timelines and deliverables are not impacted.
- Contractor personnel requiring access to production environments to investigate, and analyze production issues, must submit an access request to the State Security team. The State Security team will review, approve/disapprove and grant/deny access to the production environment.
- Contractor shall submit an access request for all resources requiring access to State resources. Access requests shall minimally contain:
  - Full Name of Contract Resource
  - Assigned Job Title
  - Physical Location (City, State, Country of resource's current Contractor office)
  - Specific System and Application Access Required (System, Application, or Database)
  - Tentative End of Contract Date (to be extended as needed via additional notification)
  - Remote Access Required (yes or no)
- Contractor shall submit a termination notice to the State, including the full name of Contractor personnel who leave its employ and last day worked, in a timely manner not to exceed forty-eight (48) hours from termination of that Contractor personnel's last day worked.
- All Contractor personnel must safeguard Confidential and Restricted information in accordance with the requirements described in this attachment.
- The State's Information Security Team will review all Contractor access request and provide approval prior to Contractor personnel being granted access. In the event the Contractor's access request is denied, the State's Information Security Team will provide written justification for review by the Contractor.
- The State's data shall only be stored through the Contractor services within the United States.

- Contractor personnel accessing State resources outside of the United States are strictly prohibited from accessing Confidential and or Restricted Information (directly or indirectly) contained within any application, system, database, or device unless prior written approval is provided by the State's Information Security Team and Agency assigned Data Owner.
- Contractor personnel accessing State resources outside of the United States may be utilized to facilitate agreed-upon services by accessing:
  - State Test or Development Environments (Not containing, processing, or transmitting Confidential and or Restricted information)
  - State Test, Development, or Monitoring tool (Not containing, processing, or transmitting Confidential and or Restricted information)
  - State workstations (Not containing, processing, or transmitting Confidential and or Restricted information)

### **Data Management**

- The State will not provide Contractor personnel with access to CJIS, or PII data except as set out in the applicable SOW or otherwise requested in writing by the Contractor-assigned Project Manager. (This may include, for example, requesting access to the State production environment for investigating potential defects identified during the Warranty Period.) For development and testing purposes, State will provide the Contractor personnel de-identified data that is representative of production data but that does not contain CJIS, PII data.
- State agrees: (i) not to disclose any CJIS or PII or other applicable Restricted Information to Contractor, if such disclosure would violate any applicable law, rule or regulation; (ii) not to request Contractor to use or disclose CJIS or PII or other applicable Restricted Information in any manner that would not be permissible under any applicable law, rule or regulation, if such use or disclosure were done by State; and (iii) to disclose to Contractor only the minimum amount of CJIS or PII data (if any) reasonably necessary for Contractor to perform agreed-upon Services under the applicable SOW; and (iv) where practicable and commercially reasonable, to de-identify any such CJIS or PII data before making it available to Contractor.
- Agreed upon Services may require system testing to be performed in non-production environments that are utilized by the Contractor. Testing is controlled through the usage of de-identified or "mock data". "Mock Data" is data created by the Contractor and does not contain PII, CJIS, or similarly regulated Restricted Information.
- If requested by the State, Contractor may be authorized to perform de-identification of production Restricted Information utilizing a State-approved documented process and a State-owned workstation. This type of de-identification request must be processed through the change order procedures.
- Contractor shall implement security measures such that non-production environments under Contractor's full control, do not contain Restricted Information unless provided with written authorization from the State's Information Security Team as an exception. If the State has access to enter data, the State is responsible for such data entry to not contain Restricted Information, such as in the UAT or Training environments.
- The State will limit Restricted Information it provides to Contractor (or otherwise makes available to Contractor) to only that which is reasonably necessary to allow Contractor to provide the agreed-upon Services.

- The Contractor will provide the State with a list of Contractor personnel who are authorized to receive or have access to State resources (systems, applications, and databases). The Contractor will maintain and update the access lists as needed.
- Disclosure of Confidential or Restricted Information by State to Contractor shall utilize appropriate security measures by State, including data encryption, to maintain protection of Confidential or Restricted Information being transferred to Contractor by State, and as required by applicable information protection laws.
- The State will promptly notify the Contractor's Lead Engagement Partner in the event it becomes aware that Restricted Information has been disclosed to Contractor inadvertently or otherwise.
- The State will be responsible that the State legacy systems required to integrate or share data with applications or systems within the scope of the agreed-upon Services, shall not expose non-production environments to Restricted Information.

### **Secure Development**

When agreed upon Services require Contractor to develop or configure systems or applications, the Contractor is responsible (unless otherwise authorized in writing by the State's Information Security Team) for:

- Working with the State's Information Security Team to require additional application or system-specific Information Security requirements are captured and agreed upon prior to initiating development or technology implementation through the set requirement and design sessions. State's Information Security Team shall actively participate in applicable requirement and design sessions and review such deliverables.
- Performing an Application Risk Assessment that will be presented to the State's Information Security Team prior to production implementation.
- Operationally embedding methods for testing and validating the application and system security within the development process. Contractor shall provide methods for all developers and testers to independently run both static and dynamic security testing as part of each development or test cycle.
- Requiring and validating that all input or files provided by the target end-user are validated and filtered via server-side processes prior to processing in order to prevent code injection and improve data integrity.
- Requiring and validating all system to system or application to application communication requires authentication and agreed upon secure protocols.
- Requiring and validating passwords are not stored in clear text in any configuration file, source code (compiled or otherwise), or database.
- Requiring and validating web application user session state is dynamic and appropriately managed to utilize currently accepted industry standards, in order to successfully prevent an unauthorized individual, the ability to bypass authentication controls by "hijacking" a valid session.
- Requiring applications integrate with the State's Microsoft Active Directory (AD) and Identity Management (IAM) solutions in such a way that internal State users seamlessly authenticate

and are not presented with a log-on form, if single sign-on is applicable to the scope of the agreed-upon Services and/or set out in the applicable SOW.

- Requiring application or system roles and permissions are managed by the State's AD and IAM solutions.
- Requiring and validating all applicable applications employ Transport Layer Security (TLS) when transmitting Restricted Information.

### **Secure System Administration and Maintenance**

When agreed upon Services require Contractor to maintain or administer systems or applications, the Contractor is responsible (unless otherwise expressly agreed to by the parties as to being out-of-scope of the agreed-upon Services, set out in the applicable SOW or authorized in writing by the State's Information Security Team) for:

- Following State's change management policies.
- Maintaining and renewing any applicable application security certificates prior to expiration.
- Testing and applying all applicable security patches or updates in a timely manner per the Work Plan.
- The State will test and apply applicable State-managed system or application security patches or updates in a timely manner.
- Requiring Systems utilize industry-accepted anti-virus as approved by the State's Information Security Team.
- Requiring Systems are restricted from connecting to the internet directly unless approved by the State's Information Security Team.
- Requiring and validating Systems and applications are configured or modified to produce an adequate baseline level of audit records and security event logs.
- Requiring that local accounts and local authentication are not utilized unless provided approval by the State's Information Security Team.
- Requiring system access roles are provided by the State's AD and IAM.

### **General Requirements**

- In the actual or reasonably suspected event, the Contractor personnel has materially violated the terms or requirements of this attachment, the State shall be entitled to take action to disable or prevent access to such Contractor personnel until the violation can be investigated and resolved. The State shall notify the Contractor PM within eight (8) hours and provide a written status of the violation and the estimated time of unavailable access. The Contractor agrees that access restrictions resulting from a Contractor personnel's actual or reasonably suspected material violation of the terms or requirements of this attachment causing delay or cost for Contractor will not increase the cost of Services for the State. In the event that the suspected event was not an actual violation, any such delay may require a change request to enable Contractor to meet the work plan, and any SLAs not met due to the unavailability of access will be waived.

- System or Application vulnerabilities discovered by the State (or individuals designated by the State) shall be addressed by the Contractor in a timely manner, not to exceed sixty (60) days, at no additional cost to the State.
- Contractor shall work with the State's designated resources to produce any documentation required to facilitate an Audit (internal or external) of State when needed, in an urgent manner. If the estimated effort is above twenty (20) hours for the individual audit request, the State will process a change request to continue Contractor support.
- Contractor shall make available, once per year, to the State a copy of a SOC 2 / Type II assessment if Contractor has obtained such an assessment for its services. If the Contractor has not obtained a SOC 2 / Type II assessment for this services, the State may provide to the Contractor a security assessment questionnaire related to the Contractor Services, which the Contractor will accurately and promptly complete. All Third-Party Reports or information accessed by or otherwise disclosed to the State in connection with any such review shall be considered Confidential Information of the Contractor.
- The State may request records from the Contractor and submit a security assessment questionnaire required to satisfy required CJIS audit compliance on a minimal tri-annual basis to ensure compliance with CJIS Security Requirements as promulgated by the FBI.
- The State shall have the opportunity, every five (5) years, to perform a national fingerprint-based records check on Contractor employees with access to the State confidential and or restricted data for eligibility determination for such access.
- In response to evolving technologies, industry standards, and marketplace expectations, from time to time Contractor may upgrade or modify the processes and controls that it is required to maintain hereunder. Contractor shall not be in breach of this Agreement or any SOW as a result of any such change, provided that such change does not materially diminish the overall level of information security afforded to Confidential or Restricted Information by the processes and controls described hereunder. Any change to technology or processes previously reviewed and approved by the State's Information Security Team require appropriate notification and prior written approval from the State's Information Security Team in addition to the Contractor's documented validation and testing of the newly proposed technology or process.

Additionally, the Contractor shall:

- Address any identified vulnerability, specific to the Contractor's custom solution, technology, configuration, or process in a timely manner at no additional cost to the State.
- Maintain procedures for contacting Agency and Information Security resources in the event the Contractor becomes aware of Contractors resources being utilized by an unauthorized individual(s).
- Implement policies that prohibit the unauthorized disclosure of confidential information and requesting, on an annual basis, confirmation from Contractor personnel that they have read such policies.



**8.0 APPENDIX**  
**8.3 SECURITY – SAFEGUARDING FEDERAL TAX INFORMATION (See Section 6.1.13.2)**

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by state and made available to the Contractor in order to carry out his contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements applicable to the State.

In its handling of any returns of taxpayers or other records and files of the Department of Revenue, or information derived there from, the Contractor recognizes and acknowledges the confidential nature of said information, and shall comply with all the confidentiality restrictions embodied in La. R.S. 47:1508. Furthermore, the Contractor recognizes that La. R.S. 47:1508.1 imposes fines and/or imprisonment upon conviction for the disclosure of information in violation of La. R.S. 47:1508.

The Contractor shall disclose or make available said confidential information only to those of its employees, agents and representatives whose duties clearly justify the need to know or be exposed to such information, and then only on the basis of a clear understanding by said employees, agents and representatives of their obligation to maintain the confidential status of such information and to restrict its use in accordance with this contract.

The Contractor agrees and assures that data, material, and information gathered based upon this contract or disclosed to the Contractor for the purpose of this Contract will not be disclosed to other parties or discussed with other parties without the prior written consent of the State.

**CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES**

**I. PERFORMANCE**

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

1. All work will be done under the supervision of the Contractor or the Contractor's employees.
2. The Contractor and the Contractor's employees with access to or who use Federal Tax Information (FTI) must meet the background check requirements defined in IRS Publication 1075.
3. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
4. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

5. The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
6. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
7. All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
8. No work involving Federal Tax Information furnished under this Contract will be subcontracted without prior written approval of the IRS.
9. The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
10. The agency will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

## **II. CRIMINAL/CIVIL SANCTIONS**

1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of

prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

3. Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
4. Granting a Contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### III. INSPECTION

The IRS and the Agency, with twenty-four (24) hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this Contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

For more information and requirements regarding the SCSEM for cloud computing please refer to this link: <https://www.irs.gov/pub/irs-utl/safeguards-scsem-cloud.xlsx>

The IRS has mandatory requirements for FTI in a cloud environment. See the following link for more information: <https://www.irs.gov/privacy-disclosure/cloud-computing-environment>

Attachment A – Request for Proposal (RFP)  
RFx No. 3000021227 Title: Metro DWDM - Rebid

Note: The IRS only approves FedRAMP certified vendors for cloud services

For more information regarding Safeguards Federal Tax Information please refer to this link:

<http://www.irs.gov/pub/irs-pdf/p1075.pdf>

**8.0 APPENDIX**

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

Contract Number:			Usage From and To Dates:			Name of Person:	
User Agency Name	Purchase Order Date	Invoice Number	Location	Item Description	Unit	Quantity	Unit Price
<b>Total Cost:</b>							

**8.0 APPENDIX**  
**8.5 AFFIDAVIT (See Section 6.1.13.3)**

**AFFIDAVIT**

BEFORE ME, the undersigned notary public, personally can and appeared \_\_\_\_\_  
who, being sworn, declared as follows:

1. I currently hold the position of \_\_\_\_\_ with \_\_\_\_\_ (the “Contractor”), and I hereby certify that I have the authority to attest to the following on behalf of the Contractor.
2. In accordance with the requirements of Act 288 of the Louisiana 2021 Regular Session and Act 695 of the Louisiana 2022 Regular Sessions, I have personally read and reviewed Louisiana Revised Statute 39:1753.1, and attest as follows:

None of the telecommunications and/or video surveillance equipment or services that are included in the Contractor’s proposal are prohibited under Louisiana Revised Statute 39:1753.1, as none of it is:

- a) Telecommunications Equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities, as described in Section 778(f)(3)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.
- b) Video Surveillance Equipment or Telecommunications Equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or any subsidiary or affiliate of such entities, as described in Section 889(f)(3)(B) of the John S. McCain Nation Defense Authorization Act for Fiscal Year 2019.
- c) Telecommunications or Video Surveillance Equipment or Services produced or provided by an entity found to be owned, controlled, or otherwise connected to the government of the People’s Republic of China, as described in Section 889(f)(3)(D) of the John S. McCain Nation Defense Authorization Act for Fiscal Year 2019.
- d) Any product or equipment, regardless of manufacturer, containing as a component any equipment identified by paragraphs a) through c) above. This may include, but is not limited to the following:
  - i. Computers or other equipment containing a component which enables any form of network connectivity or telecommunications regardless of whether the equipment is regularly connected to a network.
  - ii. Building automation, environmental controls, access controls, or facility management and monitoring systems.
- e) Voting machines, peripherals, and election systems that are a product, or a component thereof, that is identified as being produced by those entities listed in paragraphs a)

through c) above, shall be prohibited telecommunications or video surveillance equipment pursuant to La. R.S. 39:1753.1.

- f) Any services provided using any equipment identified by paragraphs a) through e) above.

In accordance with La. R.S. 39:1753.1(E), any vendor or other entity found to supply telecommunications or video surveillance equipment or services that were prohibited at the time of procurement shall, at its own expense, replace the prohibited telecommunications or video surveillance equipment or services with nonprohibited equipment or services of at least equal quality and performance.

A false certification or failure to comply with the provisions of La. R.S. 39:1753.1 shall result in the cancellation of the Contract and the Contractor will be subject to debarment or suspension in accordance with La. R.S. 39:1672.

\_\_\_\_\_  
**AFFIANT**

**WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**THUS DONE AND SUBSCRIBED** before me on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ in

\_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_