

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 bid responses to provide point-to-point Layer 2 Ethernet data communications circuits between specific State agencies.

The State intends to make one (1), two (2), three (3), or four (4) awards on a per route basis.

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 bid document are for informational purposes only. The State does not guarantee that these quantities shall be purchased from the Contract.

2.0 BID RESPONSE PREPARATION/SUBMITTAL INSTRUCTIONS

2.1 DEFINITIONS

Bid Document – for the purposes of this document, is defined as the document used to solicit bids and means an Invitation to Bid (ITB).

Bid Response – for purposes of this document, is defined as the document submitted by a vendor in response to an ITB.

Bidder – for purposes of this document, is defined as a person who submits a bid in response to an ITB.

Contract – A legal binding agreement between the State and the awarded Bidder(s).

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

ITB – Invitation to Bid.

May/Can – denotes the advisory or permissible action.

OSP – means the Office of State Procurement.

OTS – means the Office of Technology Services.

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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.

Shall/Will/Must – denotes a mandatory requirement.

Should – denotes a desirable action.

State – the State of Louisiana.

2.2 CALENDAR OF EVENTS

Release Bids and Blackout Period Begins:	<u>September 26, 2023</u>
Deadline to Receive Written Inquiries:	<u>October 24, 2023</u>
Deadline to Answer Written Inquiries:	<u>November 14, 2023</u>
Bid Opening Date and Time (Bid Submission Deadline):	<u>November 28, 2023 at 10:00 AM Central Time</u>

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

2.3 ITB 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 Bidders* to conduct their in-depth bid review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Bidders to perform a detailed review of the bid documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries **MUST** be submitted in writing by an authorized representative of the Bidder, 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 ITB. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be considered.

Inquiries concerning this solicitation shall be delivered to the State’s contact person, Krystal Frank, for this solicitation 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

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Only the person identified above or their designee has the authority to officially respond to the Bidder's questions on behalf of the State, including during the Blackout Period. Any communications from any other individuals are prohibited and 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 ITB 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 Bidder as a result of any oral discussions with any State employee or State consultant. It is the Bidder'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 Bidder's failure to download any addenda documents required to complete an Invitation to Bid.

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 bids.

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 Bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

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

https://laqoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg

Help scripts are available on the Office of State Procurement 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 their Agent or Representative is prohibited from communicating with any State employee or Contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to State employees, but also to any Contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design,

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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 ITB. All communications to and from potential proposers, Bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the Contract is awarded.

In those instances in which a prospective Bidder 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 ITB.

2.5 THIS SECTION INTENTIONALLY BLANK

2.6 PRE-BID SITE INSPECTION

It is recommended that all Bidders submitting a bid response perform a pre-bid site inspection. The site visit is expressly intended to provide Bidders with the opportunity to determine the degree of difficulty involved with completing the project. To schedule an inspection, the Bidder may contact Clifton Riley at telephone number (225) 219-4862.

2.7 NUMBER OF COPIES SUBMITTED

For online submission:

Each Bidder 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.

For hard copy submission:

Each Bidder shall submit:

- One (1) signed original response.
- One (1) “searchable” electronic copy on two (2) separate USB flash drives. The searchable electronic copy should be provided as one (1) file.

The Bidder should submit the following:

- Three (3) additional copies of the bid response.

2.8 DELIVERY OF BID RESPONSES

This bid document is available in electronic form at the Office of State Procurement’s LaPAC website: <https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

It is available in PDF format or in printed form by submitting a written request to the ITB Coordinator with the Office of State Procurement. Contact information for this ITB Coordinator is provided in Section 2.3 of this ITB. This document is **NOT** available electronically in WORD format.

It is the Bidder’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 Bidder’s failure to download any addenda documents required to submit a response to this ITB.

Bidders are hereby advised that the Office of State Procurement (OSP) must receive bid responses at its physical location by the date and time specified in Section 2.2 Calendar of Events of this ITB.

Bid responses may be mailed or delivered by hand or courier service to the Office of State Procurement’s physical location as follows:

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:

- **Bid Document Name:** Ethernet Connections 2023
- **File Number:** 92949, **Solicitation Number:** 3000021728
- **Bid Opening Date and Time:** November 28, 2023 at 10:00 AM Central Time

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

The Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to the Office of State Procurement physical location. The Office of State Procurement is not responsible for any delays caused by the Bidder's chosen means of bid delivery. The Bidder is solely responsible for the timely delivery of its bid response. Failure to meet the bid opening date and time shall result in rejection of the bid response.

OR

Bid responses may be submitted online by accessing the link on page one (1) of the Invitation to Bid.

NOTE: Bidders who choose to respond to this ITB online via the vendor portal are encouraged to not submit a written bid response as well.

Bidders 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 you or received by us. The Office of State Procurement is not responsible for any delays caused by the Bidder's choice to submit their bid response online. The Bidder is solely responsible for the timely delivery of its bid response. Failure to meet the bid opening date and time shall result in rejection of the bid response.

All bid responses 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.

2.9 JOINT BID RESPONSES

A joint bid response (two (2) or more Bidders quoting jointly on one (1) bid response) may be submitted, and each participating Bidder shall sign the joint bid response. If the Contract is awarded to joint Bidders, there shall be one (1) Contract issued to the joint Bidders. 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 bid document and Contract. Further, in the event the State requires a performance guarantee, the joint Bidders shall submit a single performance guarantee issued in the names of all joint Bidders. 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 (1) 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 bid response, the Bidder should complete the form in Section 7.2.1 (Joint Bid Response).

2.10 BID OPENING

Any vendor who would like to view the opening of this bid can access the following link, at the date and time of this bid opening.

<https://doa-ospla.zoom.us/j/2697438343>

This link will provide you with live audio and video access to this bid opening. The link will be live at 9:45 AM (Central Time) on the date of bid opening.

NOTE: ONLY THE NAMES OF THE BIDDERS SUBMITTING BID RESPONSES SHALL BE IDENTIFIED ALOUD. NO OTHER INFORMATION CONTAINED IN THE BID RESPONSE SHALL BE RELEASED OR DISCLOSED.

2.11 SIGNATURE AUTHORITY

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

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

2.12 BID RESPONSE VALIDITY

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

2.13 PRIME CONTRACTOR RESPONSIBILITIES

The selected Contractor shall be required to assume responsibility for all items and services offered in their bid response 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.

2.14 USE OF SUBCONTRACTORS

Each Contractor shall serve as the single Prime Contractor for all work performed pursuant to their contract. The Prime Contractor shall be responsible for all deliverables referenced in this ITB. This general requirement notwithstanding, Bidders may enter into subcontractor arrangements. Bidders may submit a bid in response to this ITB, 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 ITB, 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 Bidder Qualifications). The Prime Contractor shall assume total responsibility for compliance.

3.0 ITB REQUIREMENTS

3.1 BIDDER REQUIREMENTS

A. COMPLIANCE WITH CIVIL RIGHTS LAWS

By submitting and signing this solicitation, the Bidder agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments Act of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968, as amended, and Bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and 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 Bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any Contract entered into as a result of this solicitation.

B. BIDDER'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT

By signing and submitting any bid for \$25,000 or more, the Bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 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 Bidder's bid response 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 the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

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

C. RIGHT TO PROHIBIT AWARDS OR PROCUREMENT

Issuance of this ITB 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 bids submitted or to cancel this ITB 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 Bidder at any time after the award is made and before the Contract receives final approval from the Division of Administration, Office of State Procurement.

In accordance with the provisions of La. R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a 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 the Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

3.1.1 BIDDER QUALIFICATIONS

The Bidder shall have been in the business of providing Ethernet Services for a minimum of five (5) years. The Contractor's staff or subcontractor's staff shall be fully qualified to provide the services necessary for proper performance of the contract.

The Bidder shall provide with their response relevant information concerning their qualifications to perform work under the contract including proof of project of similar size, names, and contact information of the companies and the number of years contracted with the companies. The State will use the information received to determine Bidder qualifications. The Bidder should provide the required documentation in Section 7.2.3 (Bidder Qualifications).

3.2 TECHNICAL REQUIREMENTS

3.2.1 ROUTES – GROUP ONE

The State is soliciting responses to provide dedicated full-duplex Ethernet services for the following routes at the following speeds:

10 Mbps, 100 Mbps, and 1000 Mbps.

The Bidder may choose to bid on any of the routes listed below.

The Bidder may offer additional speeds and rates other than those listed above for the following:

1. LSUHSC-Shreveport, 1501 Kings Hwy, Room G-112, Shreveport, LA 71103 **TO** Alexandria State Office Building, 900 Murray Street, Alexandria, LA 71301
2. LSUHSC-Shreveport, 1501 Kings Hwy, Room G-112, Shreveport, LA 71103 **TO** McNeese State University, 700 E. McNeese St., Lake Charles, LA 70607
3. Department of Public Safety, 8001 Independence Blvd., Baton Rouge, LA 70806 **TO** Lallie Kemp Medical Center, 52579 Highway 51 South, Independence, LA 70443
4. Department of Public Safety, 8001 Independence Blvd., Baton Rouge, LA 70806 **TO** Center For Advanced Learning and Simulation, 2021 Perdido St., New Orleans, LA 70112
5. Louisiana Department of Transportation and Development (DOTD) Traffic Management Center, 10 Veterans Memorial Blvd., New Orleans, LA 70124 **TO** DOTD CSC, 1821 S. Alex Plaisance Blvd., Golden Meadow, LA 70357
6. Louisiana Department of Transportation and Development (DOTD) Traffic Management Center, 10 Veterans Memorial Blvd., New Orleans, LA 70124, **TO** DOTD LA 1 Toll Bridge, 24173 LA 1, Leesville, LA 70357
7. State of Louisiana Information Services Building, 1800 North 3rd Street, Baton Rouge, LA 70802 **TO** Geographic Solutions, 2850 Interstate Dr., Lakeland, FL 33805
8. Department of Public Safety Data Processing Center, 8001 Independence Blvd., Baton Rouge, LA 70806 **TO** Geographic Solutions, 2850 Interstate Dr., Lakeland, FL 33805
9. LSUHSC Resource Building, 433 Bolivar St., Room 719, New Orleans, LA 70112 **TO** Dartpoint BTR1 Data Center, 7127 Florida Blvd, Baton Rouge, LA 70806
10. LSUHSC Resource Building, 433 Bolivar St., Room 719, New Orleans, LA 70112 **TO** Dartpoint Data Center BTR2, 7139 Florida Blvd, Baton Rouge, LA 70806
11. LSUHSC Resource Building, 433 Bolivar St., Room 719, New Orleans, LA 70112 **TO** LSUHSC-Shreveport, 1501 Kings Hwy, Room G-112, Shreveport, LA 71103
12. LSUHSC School of Dentistry, 1100 Florida Ave, Room 5312B, New Orleans, LA 70119 **TO** Department of Public Safety, 8001 Independence Blvd., Baton Rouge, LA 70806

3.2.2 ROUTES – GROUP TWO

The State is soliciting responses to provide dedicated full-duplex Ethernet services for the following routes at the following speeds:

500Mb, 1Gb, 5Gb, and 10Gb.

The Bidder may choose to bid on any of the routes listed below.

The Bidder may offer additional speeds and rates other than those listed above for the following:

1. Information Services Building, 1800 N 3rd St., Baton Rouge, LA 70802 **TO** Dartpoint Data Center, 601 Milam St., Shreveport, LA 71101
2. Information Services Building, 1800 N 3rd St., Baton Rouge, LA 70802 **TO** LSUHSC Resource Building, 433 Bolivar St., Room 719, New Orleans, LA 70112
3. Information Services Building, 1800 N 3rd St., Baton Rouge, LA 70802 **TO** University of Louisiana at Lafayette (ULL), Stephens Hall, 201 St Mary St., Room 316, Lafayette, LA 70503
4. Department of Public Safety, 8001 Independence Blvd., Baton Rouge, LA 70802 **TO** Dartpoint Data Center, 601 Milam St., Shreveport, LA 71101
5. Department of Public Safety, 8001 Independence Blvd., Baton Rouge, LA 70802 **TO** LSUHSC Resource Building, 433 Bolivar St., Room 719m New Orleans, LA 70112
6. Department of Public Safety, 8001 Independence Blvd., Baton Rouge, LA 70802 **TO** ULL, Stephens Hall, 201 St Mary St., Room 316, Lafayette, LA 70503
7. Dartpoint Data Center, 601 Milam St., Shreveport, LA 71101 **TO** LSUHSC Resource Bldg., 433 Bolivar St., Room 719, New Orleans, LA 70112
8. Dartpoint Data Center, 601 Milam St., Shreveport, LA 71101 **TO** University of Louisiana at Lafayette (ULL), Stephens Hall, 201 St Mary St., Room 316, Lafayette, LA 70503
9. University of Louisiana at Lafayette (ULL), Stephens Hall, 201 St Mary St., Room 316, Lafayette, LA 70503 **TO** LSUHSC Resource Building, 433 Bolivar St., Room 719, New Orleans, LA 70112

3.2.3 EQUIPMENT

The Contractor shall provide all equipment necessary to fulfill its contractual obligations.

3.2.4 NETWORK INTERFACE

The Bidder shall provide diverse customer network interface handoff capabilities as required by the State, including, but not necessarily limited to, 1000Base-LX, 1000Base-SX, 100Base-FX, 100Base-TX, 10GBase-SR, and 10GBase-LR.

3.2.5 PERFORMANCE PARAMETERS

As a minimum, the service shall meet the following performance parameters:

- Availability of 99.99% or greater
- Packet loss of 0.1% or less
- Latency of 30 ms or less
- Jitter of 4 ms or less

3.2.6 HELP DESK SERVICES

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

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

3.2.7 NETWORK MONITORING AND REPORTING

The Contractor shall provide twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year monitoring services including, but not limited to, service interruptions and network performances, availability, latency, packet loss, and jitter.

3.2.8 ADDITIONAL PROVISIONING PROCESSES

The Contractor shall provide processes to accommodate moves, service configuration changes, and order expedites which may be used by the State in the utilization of the resultant contract.

3.3 EQUIPMENT/SERVICE PROVISION REQUIREMENTS

3.3.1 DELIVERY

See Section 3.3.2.2, Implementation Plan, for delivery requirements.

3.3.2 IMPLEMENTATION

3.3.2.1 INTERFACE WITH COMMON CARRIER

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

3.3.2.2 IMPLEMENTATION PLAN

Within thirty (30) calendar days of receipt of an OTS approved order, the Contractor shall prepare and submit to the OTS Project Manager for review and approval a service implementation schedule. The schedule shall include a milestone plan to show the orderly progression of events and cutover of the service, i.e., site survey, equipment delivery, installation of cable and equipment, notification to OTS confirming completion date, circuit testing, service cutover, circuit performance, delivery of documentation, and satisfactory service acceptance. The preceding shall be expressed as dates, not as increments of time.

Installation shall not begin until an implementation schedule has been received and approved by the OTS Project Manager. The implementation plan shall show the completion date for the service availability, as agreed to by the Contractor, agency, and the OTS Project Manager. The delivery and service completion dates shall be within the installation interval described in Section 3.3.3.2 from the Contractor's receipt of the approved order. The Contractor shall work with the agency to verify a successful cutover.

3.3.3 INSTALLATION

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

3.3.3.1 PRE-INSTALLATION MEETING

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

3.3.3.2 INSTALLATION INTERVAL

The Contractor shall complete the installation within one hundred twenty (120) calendar days of receipt of an approved order.

3.3.3.3 SITE RESTORATION

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

3.3.3.4 TEST REQUIREMENTS

The Contractor shall conduct performance test upon installation and service restoration using standard test procedures. The Contractor shall provide test results upon the State's request.

3.3.4 SERVICE CUTOVER

The Contractor shall notify the agency and the OTS Project Manager when the service is complete and ready for connection of agency equipment. The Contractor shall work with the agency during the service cutover to validate satisfactory performance.

3.4 CUSTOMER SERVICE

A trouble reporting service shall be available twenty four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, including nights, weekends, and holidays, via an 8XX number at no cost to the State. The Contractor shall submit to OTS a trouble reporting procedures list within twenty (20) calendar days after award of Contract. The list shall include, but is not limited to:

- Names and telephone numbers for supervisors or managers over helpdesk;

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- List of information required to properly report trouble including a Contractor specific circuit identifiers/descriptions and where that information may be found.

OTS shall be responsible for reporting all trouble requests to the Contractor. The Contractor shall provide OTS with its trouble reporting and escalation procedures. The escalation report shall contain contact names, phone numbers, and email addresses. The Contractor shall be responsible for notifying OTS of resolutions of trouble reports and for notifying OTS of major failures and providing status reports in intervals as required for the specific problem until the problem is resolved.

Failure on the part of the Contractor to resolve reasonable user complaints and to provide an acceptable grade of service may result in cancellation of the Contract.

3.5 SERVICE LEVEL REQUIREMENTS

The Contractor shall preventatively and proactively maintain, repair, replace, and/or upgrade system components (including parts and labor) at no additional cost to the State to ensure compliance with the service level requirements detailed in Section 3.2.5 (Performance Parameters). Service level requirements shall be based on a twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year timeframe.

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

The Contractor shall provide advance notifications seventy-two (72) hours minimum for scheduled maintenance.

The Contractor shall provide advanced notifications thirty (30) minutes minimum for emergency maintenance.

3.6 SERVICE RESPONSE AND RESTORATION

The Contractor shall provide the contracted service and maintain the service performance levels as required in the document during the term of the Contract. The Contractor shall repair or replace defective parts as necessary to provision for the contracted service. The restored service shall meet all performance requirements as detailed in Section 3.2.5 (Performance Parameters).

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

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

1. The time the system first registers the problem, or
2. The time the State reports the problem.

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

Service outages that last longer than four (4) hours may incur performance penalties in accordance with Section 6.2.14.2 (Liquidated Damages). The Bidder 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.

The Bidder should provide the requested information in Section 7.2.4 (Service Restoration).

3.7 OFFICE OF TECHNOLOGY SERVICES (OTS) REQUIREMENTS

The Contractor shall comply, as applicable, with OTS Information Security Policy as described in Appendix 8.2 OTS Information Security Requirements. The Contractor's platform shall be accessible from the State's network, via internal connectivity or via virtual private networks.

The Proposer should confirm that it has read and will comply with OTS' Information Security Policy. The Proposer should use the form in Section 7.2.5 (Security – Office of Technology Services) to affirm its compliance and provide the required information.

4.0 PRICING SPECIFICATIONS

4.1 PRICING SPECIFIC TO THE BID DOCUMENT

4.1.1 ROUTES

The Bidder shall quote one-time installation rate and monthly rate for all speeds for each route it chooses to bid. The price shall be inclusive of all costs to extend the circuit to the designated demarcation point.

For each additional speed the Bidder chooses to offer, it shall quote one-time installation rate and monthly rate for each route.

The quotes for additional speeds will not be part of the financial evaluation.

The Bidder should use the forms in Section 7.1.1, Routes – Group One and 7.1.2, Routes – Group Two.

4.1.2 ADDITIONAL PROVISIONING

The Bidder shall quote one-time rates for moves, service configuration changes, and order expedites to accommodate additional provisioning.

The Bidder should use the forms in Section 7.1.3, Additional Provisioning – Routes – Group One and 7.1.4 Additional Provisioning – Routes – Group Two.

4.1.3 REGULATED CHARGES, TAXES, AND OTHER CHARGES

The State requires a stable and predictable rate structure for the term of the contract. As such, the Bidder'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.

The State is exempt from paying State and local sales and use taxes.

A copy of OTS's Certificate of Sales/Use Tax Exemption is included herein as Appendix 8.1 of the ITB.

Examples of taxes the State shall not pay are E911 tax, Property Tax Recovery, State Universal Service Fund, State and Local Sales and Use Tax, Intrastate Fee, Utility Usage Tax.

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

Examples of regulated charges that the Bidder may include in their quoted rates include, but are not limited to: Universal Service Fee (USF) and Telecom Relay Service Fee.

The Bidder 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 the Bid Document. Items are listed separately on forms in Section 7 in order for the State to be able to purchase each item separately. Any item marked as zero cost to the State shall be considered to be offered to the State at no charge. Any item left blank will be considered as "zero cost" to the State.

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 Bidder 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 Bidders and to conduct necessary investigations to determine responsibility of Bidders or to determine accuracy of bid response information. The additional information will be requested in the form of a clarification request by the ITB Coordinator. If additional information is requested, the Bidder

shall furnish it within the State's stipulated deadline. Failure to do so may result in rejection of the bid response.

5.2 CRITERIA

5.2.1 ADMINISTRATIVE AND TECHNICAL COMPLIANCE

All bid responses received as a result of this bid document shall be subject to review for the purposes of selecting a Bidder 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 Bidder(s) shall meet all mandatory administrative and technical requirements.

5.2.2 SPECIFIC CRITERIA (WEIGHTED)

Cost. Cost shall be the sole determining factor and shall carry a weight of 100%.

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 bid response is non-compliant in any area, that bid response 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 actual evaluation model shall be submitted to the Office of State Procurement prior to bid opening. This model shall become part of the file and shall be available to all Bidders after bid opening.

5.4 OTS RECOMMENDATION FOR AWARD

5.4.1 DETERMINATION OF SUCCESSFUL BIDDER

A recommendation for award may be made for the lowest responsive, responsible Bidder meeting all mandatory administrative and technical requirements of this bid.

5.4.2 WRITTEN RECOMMENDATION FOR AWARD

When OTS has completed the evaluation and a successful Bidder(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 Award" to the apparent successful Bidder(s).

6.0 CONTRACTUAL TERMS AND CONDITIONS

6.1 GENERAL TERMS AND CONDITIONS

6.1.1 TAXES

Bidders should be aware that any taxes levied upon the selected Bidder or their equipment shall be paid in accordance with current tax laws in effect at the time of the purchase by the State. Selected Bidders 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 Bidder 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 Bidder 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 their bid response 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 ITB 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. 39:1751-1755 (Telecommunications Procurement Code), purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this ITB. Venue of any action brought with regard to all activities associated with this ITB process shall be in the Nineteenth Judicial Court, Parish of East Baton Rouge, State of Louisiana.

6.1.5 BID DOCUMENT AND BID RESPONSE INCORPORATED BY REFERENCE

The provisions of the selected bid response and this ITB 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 ITB and then the bid response.

6.1.7 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.

6.1.8 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.

6.1.9 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.

6.1.10 RIGHT TO AUDIT

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

6.1.11 BIDDER'S COOPERATION

Any Bidder 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 Bidder shall not limit or impede the State's right to audit or to withhold State owned documents.

6.2 CONTRACT ADMINISTRATION

6.2.1 CONTRACT TERM

The initial Contract shall be for a thirty-six (36) month period from date of award.

6.2.2 RENEWAL TERM

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

6.2.3 ORDERS

Written orders for state agencies shall be issued by OTS.

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

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

All invoices shall include the written order number, contract number, invoice number, route and speed, contract pricing, and any other OTS numbers, as applicable. Invoices that do not comply shall be returned to the Contractor.

The Contractor shall provide the contract number assigned by the Office of State Procurement on all State invoices. The Contractor shall invoice each new contract as a separate account. Invoices related to the contract shall not be combined with invoices related to other contracts. Invoices combined with other accounts or contracts will not be paid and will be returned to the Contractor.

State invoices with incorrect amounts in part or in whole shall be returned to the Contractor and shall not be paid.

6.2.5.1 THIS SECTION INTENTIONALLY BLANK

6.2.5.2 THIS SECTION INTENTIONALLY BLANK

6.2.5.3 THIS SECTION INTENTIONALLY BLANK

6.2.5.4 ELECTRONIC BILLING

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

If providing electronic billing, it 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.

If providing electronic billing, the data shall be sent to the State via electronic media including 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.

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

The Bidder 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 Bidder should address how it intends to transmit this electronic invoice data and provide the billing media format to the State. The Bidder should provide sample invoice data. The Bidder should provide the requested information on the form in Section 7.2.6 (Electronic Billing).

6.2.5.5 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.

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 Bidder 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

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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 Bidder should check which option it will accept or indicate if it is already enrolled on the form in Section 7.2.7 (Electronic Payments).

6.2.7 REPORTS

The Contractor shall provide semi-annual usage reports. At a minimum, the reports shall include the purchasing agency name, purchase order date, purchase order number, invoice number, route and speed, quantity, and monthly and total price.

The semi-annual usage reports shall be submitted on the fifteenth (15th) day of January and the fifteenth (15th) day of July.

Upon request, the Contractor shall provide additional usage reports.

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

A sample of the usage report format is included herein as Appendix 8.3 (Sample Usage Report).

6.2.8 THIS SECTION INTENTIONALLY BLANK

6.2.9 TERMINATION

The State of Louisiana has the right to terminate the Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of Contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Procurement Code (La.R.S.39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

6.2.9.1 TERMINATION FOR CAUSE

The State may terminate the Contract or any orders issued pursuant to the Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract or any orders issued pursuant to the Contract provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract or any orders issued pursuant to the Contract shall terminate on the date specified in such notice. Failure to

perform within the time specified in the bid document or bid response 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 bid response 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 bid 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 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, Dahua Technology Company, or any subsidiary or affiliate of such entities, as described in Section 889(f)(3)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.
- 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 bidder, who has not been rejected as non-responsive or disqualified as non-responsive, shall provide documentation by Affidavit, Appendix 8.4 of this ITB, 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.

6.2.13 THIS SECTION INTENTIONALLY BLANK

6.2.14 REMEDIES

6.2.14.1 WARRANTY/SERVICE GUARANTEE REQUIREMENTS

Service guarantee shall mean it is the responsibility of the Contractor to provide the contracted service and to maintain the service performance levels as required in this bid document 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, three hundred sixty-five (365) days a year.

6.2.14.2 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 the required installation interval in Section 3.3.3.2 and after due allowance for such extension or extensions of time that may be consented to by the State, and through a maximum of one hundred twenty (120) calendar days, the Contractor shall pay to the State as liquidated damages the sum of \$100 per calendar day, not to exceed the monthly rate for the respective service. It is understood between the State and the Contractor that such sum shall be treated as liquidated damages and not as a penalty, and that the State may withhold from the Contractor's compensation such sums as liquidated damages.

Whenever an interruption of services or other defect in transmission occurs due to the events other than force majeure, the Contractor may be assessed at a rate of ten percent (10%) of the monthly service cost per day, per service route impacted by the interruptions or defects in transmissions lasting over a total of eight (8) hours over a twenty-four (24) hour period. This shall be capped at an amount equal to the monthly service cost for the route. The Contractor shall make available to the State any and all logs, records, maintenance reports and other documentation which the State requests in order to determine usage and outages. Each party shall assist the other in resolving claims. The State may withhold from any payments to the Contractor the cost of damages from interruption of services.

6.2.15 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 their 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

The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related this ITB 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

The 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 their bid response 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 their 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.

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

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

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

6.4 INSURANCE TYPES AND AMOUNTS

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

6.4.1 MINIMUM SCOPE AND LIMITS OF INSURANCE

6.4.1.1 WORKERS COMPENSATION

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$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 (ERROR & OMISSIONS)

Professional Liability (Error & 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

1. 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 an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
2. 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

1. 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.
2. 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

Attachment A – Scope and Specifications

3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. 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.

7.0 RESPONSE FORMS

7.1 PRICING

7.1.1 ROUTES – GROUP ONE (See Section 4.1.1 and 3.2.1)

The Bidder shall quote one-time installation rate and monthly rate for all speeds for each route it chooses to bid. The price shall be inclusive of all costs to extend the circuit to the designated demarcation point.

Route # (s) _____ (Specify)

Ethernet Speed (Mbps)	Installation	Monthly
10	\$	\$
100	\$	\$
1000	\$	\$

ADDITIONAL SPEEDS

Route # (s) _____ (Specify)

For each additional speed the Bidder chooses to offer, they shall quote a one-time installation rate and monthly rate for each route.

Additional speeds will not be used in the financial evaluation.

Ethernet Speed (Mbps or Gb)	Installation	Monthly
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

The Bidder may duplicate this page as necessary.

7.0 RESPONSE FORMS

7.1 PRICING

7.1.2 ROUTES – GROUP TWO (See Section 4.1.1 and 3.2.2)

The Bidder shall quote one-time installation rate and monthly rate for all speeds for each route it chooses to bid. The price shall be inclusive of all costs to extend the circuit to the designated demarcation point.

Route # (s) _____ (Specify)

Ethernet Speed (Mbps or Gb)	Installation	Monthly
500Mb	\$	\$
1Gb	\$	\$
5Gb	\$	\$
10Gb	\$	\$

ADDITIONAL SPEEDS

Route # (s) _____ (Specify)

For each additional speed the Bidder chooses to offer, they shall quote a one-time installation rate and monthly rate for each route.

Additional speeds will not be used in the financial evaluation.

Ethernet Speed (Mbps or Gb)	Installation	Monthly
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

The Bidder may duplicate this page as necessary.

7.0 RESPONSE FORMS

7.1 PRICING

7.1.3 ADDITIONAL PROVISIONING – ROUTES – GROUP ONE (See Section 4.1.2 and 3.2.1)

The Bidder shall quote one-time rates for each provision listed below.

Route #(s) _____ (Specify)

Ethernet Speed (Mbps)	Move	Service Configuration Change	Order Expedite
10	\$	\$	\$
100	\$	\$	\$
1000	\$	\$	\$

ADDITIONAL PROVISIONING FOR ADDITIONAL SPEEDS

These pricing elements will not be part of the financial evaluation.

Ethernet Speed (Mbps or Gb)	Move	Service Configuration Change	Order Expedite
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

The Bidder may duplicate this page as necessary.

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7.0 RESPONSE FORMS

7.1 PRICING

7.1.4 ADDITIONAL PROVISIONING – ROUTES – GROUP TWO (See Section 4.1.2 and 3.2.2)

The Bidder shall quote one-time rates for each provision listed below.

Route #(s) _____ (Specify)

Ethernet Speed (Mbps or Gb)	Move	Service Configuration Change	Order Expedite
500Mbps	\$	\$	\$
1Gb	\$	\$	\$
5Gb	\$	\$	\$
10Gb	\$	\$	\$

ADDITIONAL PROVISIONING FOR ADDITIONAL SPEEDS

These pricing elements will not be part of the financial evaluation.

Ethernet Speed (Mbps or Gb)	Move	Service Configuration Change	Order Expedite
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

The Bidder may duplicate this page as necessary.

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

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

Bidder serving as primary contact:

Company _____

Address _____

Company Website _____

Telephone _____ Email _____

Additional Bidder:

Company _____

Address _____

Company Website _____

Telephone _____ Email _____

Additional Bidder:

Company _____

Address _____

Company Website _____

Telephone _____ Email _____

7.0 RESPONSE FORMS
7.2 OTHER RESPONSE FORMS
7.2.2 SIGNATURE AUTHORITY (See Section 2.11)

Person authorized to sign this ITB _____
Title _____
Company _____
Address _____

Telephone _____ Email _____
FAX No. _____

The Bidder should indicate which of the following applies to the signer of this bid.

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

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

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.3 BIDDER QUALIFICATIONS (See Section 3.1.1)

The Bidder shall provide with their response relevant information concerning their qualifications to perform work under the contract including proof of project of similar size, names, and contact information of the companies and the number of years the Bidder has contracted with the companies.

- 7.0 RESPONSE FORMS**
- 7.2 OTHER RESPONSE FORMS**
- 7.2.4 SERVICE RESTORATION (See Section 3.6)**

Attachment A – Scope and Specifications

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.5 SECURITY – OFFICE OF TECHNOLOGY SERVICES (See Section 3.7)

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**
- 7.2.6 ELECTRONIC BILLING (See Section 6.2.5.4)**

Attachment A – Scope and Specifications

- 7.0 RESPONSE FORMS
- 7.2 OTHER RESPONSE FORMS
- 7.2.7 ELECTRONIC PAYMENT (See Section 6.2.6.1)

The Bidder 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

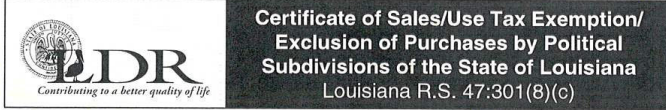
Email address of authorized individual

Phone number of authorized individual

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8.0 APPENDIX
8.1 TAX EXEMPTION STATUS (See Section 4.1.3)

R-1056 (10/07)



PLEASE PRINT OR TYPE.

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

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

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

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

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

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

8.0 APPENDIX
8.2 INFORMATION SECURITY REQUIREMENTS (See Section 3.7)

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/doa/ots/about-us/infosec/> 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 promptly reporting to the State any known breach of security, within 24 hours of discovery. 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

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 (CJI) 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, from time to time, 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 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

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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 NIS TSP 800-8842.
- 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;

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- 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.
- Contractor-provided computer workstations or laptops used to access the State’s computing systems and resources will:
 - have commercial anti-virus software installed and configured to automatically signature updates released from the anti-virus software vendor while such computers are connected to Contractor’s network or alternatively, in the event that Contractor personnel do not connect their computers to Contractor’s network over a certain period of time, while such computers are connected to the Internet;
 - have security software patches installed on such computers, which patches, by the determination of Contractor’s Information Security Office, are reasonably necessary to safeguard such computers from access by unauthorized third parties or from outside threats to the integrity and confidentiality of information residing on such computers;
 - have firewall software installed and operating on such computers while such computers are connected to the Internet;
 - have access controls designed to restrict access to such computers to authorized individuals;
 - have 128-bit (or better) AES file-level encryption enabled, which is configured to automatically verify encryption status; and
 - have an automatic daily back-up of standard directories and files.
- 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)

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- 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 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 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 Restricted information)
 - State Test, Development, or Monitoring tool (Not containing, processing, or transmitting Restricted information)
 - State workstations (Not containing, processing, or transmitting Restricted information)

Data Management

- The State will not provide Contractor personnel with access to CJI, 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 CJI, PII data.
- State agrees: (i) not to disclose any CJI 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 CJI 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 CJI 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 CJI 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, CJI, or similarly regulated Restricted Information.

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- 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.

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- 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 the 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

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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 its 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 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.

Attachment A – Scope and Specifications

- 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.

Attachment A – Scope and Specifications

8.0 APPENDIX

8.3 SAMPLE USAGE REPORT (See Section 6.2.7)

Contract Number:			Usage From and To Dates:			Name of Person:	
User Agency Name	Order Date	Order Number	Invoice Number	Route	Speed	Quantity	Monthly Price
						Total Cost:	

8.0 APPENDIX
8.4 AFFIDAVIT (See Section 6.2.12)

AFFIDAVIT

BEFORE ME, the undersigned notary public, personally came 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 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, Dahua Technology Company, or any subsidiary or affiliate of such entities, as described in Section 889(f)(3)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.
- 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)

Attachment A – Scope and Specifications

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: _____