

**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 (<https://www.doa.la.gov>). As such, OTS is soliciting proposal responses to provide Local Telecommunications Services for various locations within the State. The local services include Business Lines, PRI Trunking, and DID Number Blocks.

Awards may be made for one, two, or three contracts by metropolitan area and service type.

**1.2 NON-EXCLUSIVE CONTRACT**

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

**1.3 GUARANTEE OF QUANTITIES OR CONTRACT USE**

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

**2.0 PROPOSAL RESPONSE PREPARATION/SUBMITTAL INSTRUCTIONS**

**2.1 DEFINITIONS**

Billed Number Screening – means a service provider places a customer’s phone number in an industry database to prevent the billing of collect calls, third party number balls or both.

Call Forwarding – means a service to send calls to another location, available in several forms, generally Busy, Do Not Answer, or All.

Caller ID Delivery – means a telephone service, available in analog and digital telephone systems, including Voice over IP (VoIP), which transmits a caller’s telephone number to the called party’s telephone equipment.

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

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

Dual-Tone Multi-Frequency (DTMF) signaling – means standard signaling used for touch-tone dialing.

Hunting – for the purposes of this RFP, means the method of distributing phone calls from a single telephone number to a group of several phone lines.

May/Can – denotes the advisory or permissible action.

OSP – means the Office of State Procurement.

OTS – means the Office of Technology Services.

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

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

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

RFP – Request for Proposal.

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

Shall/Will/Must – denotes a mandatory requirement.

Should – denotes a desirable action.

State – the State of Louisiana.

## 2.2 CALENDAR OF EVENTS

Release RFP and Blackout Period Begins:	<u>December 21, 2023</u>
Deadline to Receive Written Inquiries:	<u>January 18, 2024</u>
Deadline to Answer Written Inquiries:	<u>February 22, 2024</u>
Proposal Opening Date and Time	March 7, 2024
(Proposal Submission Deadline):	<u>10:00 AM Central Time</u>

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

## 2.3 RFP INQUIRIES

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

Revised Attachment A – Request for Proposal (RFP) (per Addendum No. 04 - 2/21/24)  
RFx No. 3000022098 Title: Local Telecommunications Services

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

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

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

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

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

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

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

E-Mail: Stephanie.Smith4@la.gov

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

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

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

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

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

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

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

## **2.4 BLACKOUT PERIOD**

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

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

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

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

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

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for Bidders or Proposers;
3. Oral presentations during the evaluation process; or

4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

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**2.7 NUMBER OF COPIES SUBMITTED**

**For online submission:**

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

Each Proposer should submit the following:

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

**For hard copy submission:**

Each Proposer shall submit one signed original response.

Each Proposer should submit the following:

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

**2.8 PROPOSAL SUBMITTAL**

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

It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Office of State Procurement. Contact information for the RFP Contracting Officer is provided in Section 2.3 of this RFP.

It is the Proposer’s responsibility to check the Office of State Procurement LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is

not responsible for a Proposer's failure to download any addenda documents required to submit a response to this Request for Proposal.

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

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

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

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

- **RFP Name: Local Telecommunications Services**
- **File Number: 92595, Solicitation Number: 3000022098**
- **Proposal Opening Date and Time: March 7, 2024 10:00 AM Central Time**

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

Proposer 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 Proposer's chosen means of proposal delivery. Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

**OR**

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

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

Proposers are hereby advised that due to the nature of the internet, the State of Louisiana cannot guarantee that access to the LaGov or LaPAC websites will be uninterrupted or that e-mails or other electronic transmissions will be sent to you or received by us. The Office of State Procurement is not responsible for any delays caused by the Proposer's choice to submit their proposal online. Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

All proposals shall be received by the Office of State Procurement **no later than the date and time shown in the Schedule of Events.**

**NOTE: FAX, EMAIL OR ANY OTHER ELECTRONIC SUBMISSIONS ARE NOT ACCEPTABLE.**

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

## 2.9 JOINT PROPOSALS

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

## 2.10 CONFIDENTIAL INFORMATION, TRADE SECRETS AND PROPRIETARY INFORMATION

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

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

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

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

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

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

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

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

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

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

## **2.11 PROPOSAL OPENING**

Any vendor who would like to view the opening of this Proposal can access the following link, at the date and time of this Proposal opening: <https://doa-ospla.zoom.us/j/2697438343>.

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



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

**2.12 CHANGES, ADDENDA, WITHDRAWALS**

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

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

**2.13 WITHDRAWAL OF PROPOSAL**

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

**2.14 MATERIAL IN THE RFP**

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

**2.15 WAIVER OF ADMINISTRATIVE INFORMALITIES**

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

**2.16 PROPOSAL REJECTION**

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

In accordance with the provisions of La. R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent (5%) or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the

Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

## 2.17 OWNERSHIP OF PROPOSAL

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

## 2.18 SIGNATURE AUTHORITY

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

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

## 2.19 PROPOSAL VALIDITY

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

## 2.20 INDEPENDENT PRICE DETERMINATION

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

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

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

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVets and SEs respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) are businesses that have been certified by the Louisiana Department of Economic Development.

All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at:  
<https://smallbiz.louisianaeconomicdevelopment.com>.

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

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

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

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

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

The statutes (La. R.S. 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at:

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

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

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:  
<https://www.doa.la.gov/doa/osp/vendor-resources/hudson-se-veteran-initiatives/>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at:  
<https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:  
[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg)

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:  
<https://wwwcfprd.doa.louisiana.gov/osp/lapac/vendor/vndpubMain.cfm>

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

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

## **2.22 PRIME CONTRACTOR RESPONSIBILITIES**

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

## **2.23 USE OF SUBCONTRACTORS**

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

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

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

### **3.0 RFP REQUIREMENTS**

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

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

### **3.1 PROPOSER REQUIREMENTS**

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

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

The Proposer agrees not to discriminate in its employment practices, and shall render services under any Contract entered into as a result of this solicitation, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities, or age in any matter relating to employment. Any act of discrimination committed by the Proposer, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any Contract entered into as a result of this solicitation.

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

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

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

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

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

### **3.1.1 PROPOSER QUALIFICATIONS**

The State desires that the Proposer has been in the business of providing the Local Telecommunications Services being requested for at least three years. The Proposer is encouraged to supply relevant information concerning its qualifications to perform work under the Contract. The Proposer should complete the form provided in Section 7.2.4 (Proposer Qualifications).

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

### **3.1.2 PROPOSER PARTICIPATION**

Qualified political subdivisions of the State, quasi-state agencies and external procurement units (described in Section 7.2.6 (Proposer Participation) may be permitted to purchase from Contracts made by the Office of State Procurement. If selling directly to these entities, it is the Contractor's responsibility to ensure that the entities are qualified. A list of qualified entities is provided at the following link:

<https://www.doa.la.gov/doa/osp/agency-resources/osp-purchasing/approved-quasi-units/>

The Proposer should indicate those entities it chooses to permit to purchase from the Contract on the form in Section 7.2.6 (Proposer Participation).

### **3.1.3 DETERMINATION OF RESPONSIBILITY**

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

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

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

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

## **3.2 TECHNICAL REQUIREMENTS**

### **3.2.1 GENERAL REQUIREMENTS**

The Proposer shall provide local telecommunications services to be used by various State agencies. Local telecommunications services include:

- Business Line
- Primary Rate Interface (PRI) Trunking
- Direct Inward Dialing (DID) Number Blocks

The Proposer shall provide DID number blocks to be used for those local service elements being proposed.

The Proposer shall indicate whether the service delivery technology is Time-division Multiplexing (TDM)/Analog Voice or IP based for each location proposed.

If proposing IP Delivery, equipment such as gateway and its maintenance shall be included in the service at no additional cost. The Proposer should list all equipment that will be included in the service on the form in Section 7.2.8 (IP Delivery Equipment).

### **3.2.2 FEATURES**

The service shall include the following basic dial tone-related features:

- Hunting
- DTMF (dual-tone multi-frequency) signaling
- Call forwarding
- 3-way calling
- Caller ID delivery

The service shall provide for bill number screening, selective class of call screening (allowable/block dialing patterns), and blocking "per-use" features that have not been subscribed to. These features shall be provided to the State at no cost.

### **3.2.3 LOCATIONS**

The primary locations are the metropolitan areas of Alexandria, Baton Rouge, Lafayette, Lake Charles, Monroe, New Orleans, and Shreveport. The Proposer may choose to provide a response for any of the primary locations.

The State desires local service to cities other than those listed above. The Proposer should list additional cities and quote rates on the form in Section 7.2.9 (Additional Cities).

Any additional cities offered will not be considered for award unless the Proposer has been awarded one or more of the primary locations listed above. The State reserves the right to not allow any additional cities offered on a city-by-city basis, at its sole discretion. The additional cities will be limited to the delivery technology awarded.

### **3.2.4 SERVICE PROVISIONING**

The Contractor shall be responsible for provisioning to best match and accommodate existing local services utilized by the requesting agency. The State uses commonly available dial-tone features. The exact requirements will be provided following the contract award and at the time an agency requests service through OTS. The Proposer should reference Section 6.2.3 (Orders). The Contractor is responsible for providing all equipment and labor necessary to implement these services.

This RFP solicits proposals to provide local telecommunications services on a "where already available" basis. The State is aware that installed facilities may not be sufficient to allow the Contractor to provide local services to all locations within an area. The State shall provide entrance facilities from the State's property line to the building demark, as needed. If additional construction beyond the scope of the contract is required at a site, the State may utilize alternate purchasing methods.

### **3.2.5 LOCAL CALLING AND LONG DISTANCE**

All services should be proposed as flat rated services. There shall be no usage charges for calls within the Incumbent Local Exchange Carrier's (ILEC) free calling area as defined by the Louisiana Public Service Commission (LPSC).

The Contractor shall participate in the FCC Telecommunications Service Priority (TSP) program and have interface to the State's equal access providers for interLATA and interstate calling. The Proposer should use the form in Section 7.1.4 (TSP).

The Contractor shall allow the State to direct long distance calls to multiple PICs/LPICS (intraLATA, interLATA).

### **3.2.6 NUMBER PORTABILITY**

The service shall include number portability. The State desires a smooth process for porting telephone numbers. The Proposer should describe the process used to port existing telephone numbers from POTS and Centrex to the Local Service offering. The Proposer should include any restrictions on number porting (e.g., ability to port numbers individually versus in contiguous blocks) and the projected time line required to facilitate porting of telephone numbers.

The Proposer should describe any service interruption/impacts related to porting numbers to Local Service. The Proposer should use the form in Section 7.2.10 (Porting Telephone Numbers).

### **3.2.7 SUSPENSION OF SERVICE**

The State desires the option to temporarily suspend service for an individual or group of business lines and Private Branch Exchange (PBX) trunks for up to 45 days in order to



ascertain use of the line. The State shall order either the disconnecting or re-establishment of the suspended service prior to the expiration of the forty-five (45) day period.

The Proposer should indicate if the service can be temporarily suspended on the form in Section 7.2.11 (Temporary Suspension of Service).

### **3.2.8 ADDITIONAL PROVISIONING**

The service shall include additional provisioning to accommodate moves, service configuration changes, due date changes, order expedites, and order cancellations which may be used by the State in the utilization of the resultant Contract.

The Proposer should use the form in Section 7.2.12 (Additional Provisioning) to describe their processes.

### **3.2.9 LONG DISTANCE SERVICE**

The State desires the ability for agencies to subscribe to long distance service from local service providers if OTS deems it to be in the best interest of the State. If offered, long distance services shall include:

- a single flat rate fee for unlimited domestic calling (intrastate and interstate) cost
- per-minute schedules for intrastate, intraLATA, interLATA and interstate calling
- cost per minute for international calling – the Proposer shall provide a list of countries and shall quote a per-minute rate for each country.

If offered, the Proposer shall quote rates on the form in Section 7.2.13 (Long Distance).

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

### **3.3.1 DELIVERY**

See Section 3.3.3.2, Service Implementation, for delivery requirements.

### **3.3.2 SERVICE 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 10 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 Contractor shall work with the OTS Project Manager to develop a schedule for installation and cutover. Installation shall not begin until an implementation schedule has been received and approved by the OTS Project Manager.

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

### **3.3.2.3 CONVERSION**

The State desires a rapid, non-disruptive conversion from the existing contract to the new Contract that may result from this RFP. The State desires the highest level of care and responsiveness to maintain service.

The Proposer should describe their conversion process on the form in Section 7.2.14 (Conversion Process).

The State reserves the right to request a conversion plan for any conversion that is required. The State shall negotiate and approve the final conversion plan.

### **3.3.3 INSTALLATION**

**MINIMUM SERVICE PERIOD.** There shall be a minimum service period of no more than 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**

Post conversion, the Contractor shall provide installation intervals for up to five PRIs within 25 business days for each location and type of service. For each additional PRI over five, one additional installation day shall be added. The State desires the shortest installation intervals possible. An interval begins with receipt of a service order and concludes upon service activation.

Using the form in Section 7.2.15 (Installation Intervals) the Proposer shall define their installation intervals if less than 25 business days.

Failure to meet the installation and service change intervals may result in liquidated damages per Section 6.2.13.2.

#### **3.3.3.3 SITE RESTORATION**

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

**3.3.3.4 THIS SECTION INTENTIONALLY BLANK**

**3.3.3.5 EXECUTION OF WORK**

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

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

**3.4 SERVICE RESTORATION**

The Contractor shall respond to trouble reports within one-half (1/2) hour or less of notification of problem.

After initial response to the trouble report, the Contractor shall provide problem status notifications in 30 minute intervals.

The Contractor shall restore service within 24 hours of being notified of the problem. The State highly desires the shortest restoration intervals possible. The Proposer should describe their restoration procedures and restoration intervals for these locations including response and repair times by location and service type.

The Proposer should use the form in Section 7.2.16 (Service Restoration).

Failure to meet the required response and restoration intervals may result in liquidated damages per Section 6.2.13.2.

**3.5 SERVICE ORDERS AND TROUBLE REPORTING**

Service orders and trouble reporting will be submitted from OTS to the Contractor.

The Contractor shall provide a toll free number and/or Internet web-based service portal that shall be available 24 hour per day, seven days per week for requesting service orders, repairs and trouble reporting/escalation.

The Contractor shall provide OTS identifying information, problem status, and resolution for all trouble tickets.

The Proposer should describe their standard operating procedures as they relate to service orders, repairs, and trouble reporting/escalation. The Proposer should describe their typical response times. The Proposer should use the form in Section 7.2.17 (Service Orders and Trouble Reporting).

**3.5.1 ACCOUNT MANAGEMENT**

The State desires a single point of contact or dedicated resource(s) to call upon for billing and other account matters. The State desires quick resolution to issues and/or questions.

The Proposer should describe the proposed handling of the State's account(s) and the expectations for State/Contractor interaction on the form in Section 7.2.18 (Account Management).

**3.5.2 CONTRACTOR'S INTERACTION WITH CUSTOMER PREMISE EQUIPMENT (CPE) PROVIDER**

The Contractor shall provide and maintain Local Telecommunications Services to the Network Interface. Due to the nature of the interface between the Local Service and the CPE, the Contractor may be required to coordinate with the CPE provider to insure service stability.

The Proposer should describe typical provisioning interactions with the CPE provider on the form in Section 7.2.19 (Interaction with CPE Provider).

**3.6 VALUE-ADDED BENEFITS**

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

The Proposer should describe any value-added benefits that are at no additional cost to the State on the form in Section 7.2.20 (Value-Added Benefits at No Cost).

The Proposer should describe **and list the cost of** any value-added benefits at additional cost to the State on the form in Section 7.2.21 (Value-Added Benefits at Additional Cost).

**4.0 PRICING SPECIFICATIONS**

**4.1 PRICING SPECIFIC TO THIS RFP**

The Proposer shall utilize the price elements specified herein to recover all cost associated with provisioning of the Local Telecommunications Services including, but not limited to, all materials and labor for customer assessments, implementation, feature activation/software configuration, maintenance, and administration of the service.

The Proposer should use the forms provided in Section 7.1 for all pricing elements of this RFP.

The Proposer may quote zero cost for any of the pricing elements.

The Proposer should be aware that quantities are not guaranteed and are based on the needs of each agency.

**4.1.1 SERVICES**

All services shall be on a "where already available" basis.

For each location, delivery technology, and service type proposed, (as listed in Section 3.2) the Proposer shall quote the following rate elements:

- Conversion: This is the one-time price to convert existing local service users to the Contract(s) resulting from this RFP.
- Installation: This is a one-time price to establish new service after the initial conversion effort.
- Monthly: This is the monthly cost for service. If proposing IP Delivery, all equipment and associated maintenance costs shall be included in the monthly cost.

The Proposer should use the form in Section 7.1.1 (Pricing).

#### **4.1.2 ADDITIONAL PROVISIONING**

The Proposer shall quote one-time rates for the following:

- Moves
- Feature changes
- Service reconfiguration
- Due date changes
- Expedite orders
- Order cancellations

The Proposer may quote a rate of zero.

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

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

The State desires a stable and predictable rate structure for the term of the contract. As such, the Proposer's quoted unit rates for goods and services to be provided should 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 tax. A copy of OTS's Certificate of Sales/Use Tax Exemption is included herein as Appendix 8.1 of the RFP.

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

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

The State requires that the cost of all regulated charges that the Proposer intends to recover be included in the unit rates quoted. As such, the Proposer should consider the possibility that certain regulated charges may increase during the contract term and should quote its

unit rates accordingly. The State will not pay any new regulated charges or increases thereof during the contract term, including any contract renewals.

Should the Proposer decide to itemize these charges, these charges shall be known as “regulated” charges in the proposal and the Proposer shall:

- Specify each regulated charge as a separate line item
- Provide a clear description or name of the charge (example: USF/FCC authorized, XYZ/FCC mandated)
- Cite the specific FCC and/or LAPSC code that either mandates or authorizes the charge
- Describe the application of the charge (when it shall be applied, i.e. monthly)
- Specify the amount of the charge (cents, dollars, or percentage)
- Describe the unit of measure (example: per minute of usage, per line, or a percentage of usage charge)
- Indicate whether it is a mandated regulated charge or an authorized regulated charge; and
- If the regulated charge is a variable rate such as contribution to the USF, the Proposer should document this in the proposal and explain how often the rate is subject to change. The rate proposed should be the rate effective for the date of issue for this RFP.

Failure on the Proposer’s part to designate if the charge is mandatory or authorized and/or to cite the specific code will result in one of the following:

- The Proposer may withdraw the regulated charge in their proposal
- The Proposer may withdraw their proposal; or
- The Proposer shall be disqualified

If the Proposer proposes a regulated charge that OTS is unable to apply to the model for evaluation purposes, that regulated charge will not be allowed and cannot be charged for the term of the contract.

If the Proposer proposes a regulated charge as a range (i.e. 4% to 6%) and OTS is unable to apply the range in the evaluation model, OTS shall use the highest amount proposed for evaluation purposes.

The Proposer should use the form in Section 7.1.3 (Regulated Charges) to quote regulated charges.

## **4.2 NO BID**

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

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

**5.0 EVALUATION AND AWARD**

**5.1 GENERAL**

**5.1.1 NO AWARD**

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

**5.1.2 ADDITIONAL INFORMATION**

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

**5.2 CRITERIA**

**5.2.1 ADMINISTRATIVE AND TECHNICAL COMPLIANCE**

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

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

**5.2.2 SPECIFIC CRITERIA (WEIGHTED)**

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

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

Proposals will be evaluated for Proposer's Technical acceptability according to the criteria listed in Section 3.2 and Section 3.3. Proposers must score a minimum of points (18 out of 30) in the technical category to be considered technically acceptable and therefore deemed susceptible of being selected. Proposals not meeting the minimum technical points will be considered technically unacceptable and will not be evaluated financially.

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

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

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

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

Proposer Status and Allotment of Reserved Points

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

**5.2.3 SIMULTANEOUS REVIEW**

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

**5.3 METHODOLOGY**

**5.3.1 MODEL**

Cost shall be calculated by multiplying the unit price by the model quantities to obtain a total cost. The formula described in Section 5.3.2 shall be applied to determine the points assigned to the Proposer's total cost. These points shall be added to the points assigned in the Service Offering and the Hudson/Veteran Initiatives Participation criteria to determine a total point score for each proposal remaining in contention.

The actual evaluation model shall be submitted to the Office of State Procurement prior to proposal opening. This model shall become part of the file and shall be available to all Proposers after proposal opening.



**5.3.2 FORMULAS**

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

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

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

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

**5.3.3 EMPIRICAL DATA**

Estimated quantities that may be used in sealed models or this RFP represent projected consumption from the ensuing Contract over the term of the Contract and are based upon historical usage, known future purchases, market trends, and subjective projections of usage.

**5.4 OTS RECOMMENDATION FOR AWARD**

**5.4.1 DETERMINATION OF SUCCESSFUL PROPOSER**

A recommendation for award may be made to one, two, or three Proposers per metropolitan area and service type who receive the highest rankings in point allocation and who meet all mandatory administrative and technical requirements.

At the sole discretion of the State, any bid that results in a cost higher than 35% of the closest higher ranked bid may be eliminated from consideration.

**5.4.2 WRITTEN RECOMMENDATION FOR AWARD**

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

**5.5 NOTICE OF INTENT TO AWARD**

Upon review and approval of the evaluation committee's and OTS's recommendation for award, OSP will issue a "Notice of Intent to Award" letter to the apparent successful Proposer(s). The "Notice of Intent to Award" letter is the notification of the award of the

contract. However, the “Notice of Intent to Award” is contingent upon successful negotiation of a final contract and approval by the Division of Administration, Office of State Procurement.

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

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

## **6.0 CONTRACTUAL TERMS AND CONDITIONS**

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

#### **6.1.1 TAXES**

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

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

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

#### **6.1.3 CONTRACTOR RESPONSIBILITIES**

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

#### **6.1.4 GOVERNING LAW**

All activities associated with this RFP process and eventual Contract shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:1751-1755 (Telecommunication Procurement Code); purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. Venue of any action brought with

regard to all activities associated with this RFP process shall be in the Nineteenth Judicial Court, Parish of East Baton Rouge, State of Louisiana.

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

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

**6.1.6 ORDER OF PRECEDENCE**

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

**6.1.7 GOOD FAITH NEGOTIATIONS**

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

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

**6.1.8 WAIVER CLAUSE**

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

**6.1.9 SEVERABILITY**

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

**6.1.10 HEADINGS AND SECTION REFERENCES**

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

**6.1.11 RIGHT TO AUDIT**

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

**6.1.12 PROPOSER’S COOPERATION**

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

**6.1.13 SECURITY**

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

**6.1.14 OWNERSHIP**

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

**6.1.14.1 RECORD RETENTION**

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

**6.1.15 USE OF AGENCY’S FACILITIES**

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

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

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

**6.2 CONTRACT ADMINISTRATION**

**6.2.1 CONTRACT TERM**

The initial Contract shall be for a 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 three additional 12 month periods at the same prices, terms and conditions, not to exceed 72 months total.

**6.2.3 ORDERS**

**6.2.3.1 ORDER REQUESTS**

Written orders shall be issued by the acquiring state agency and sent to OTS. The Contractor shall not accept orders directly from state agencies. OTS shall review and approve orders issued by state agencies from the Contract.

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

When a customer submits an order to OTS, OTS will determine which Contractors have been awarded Contracts to provide the service in the requested area(s). The Contractor(s) will be given an opportunity to validate that the service requested is available at the specific premise address desired. The Contractor shall confirm service availability, the service interval to deliver the requested services, and cost. OTS will then provide the quote to the agency requesting the service. If multiple Contractors respond to the request for quote, the requesting agency may choose from the responding Contractors based on the agency's specific needs, including but not necessarily limited to, installation intervals, available features/functions, and/or cost.

Written orders for higher education shall be submitted to and approved by OTS. Contractors shall not accept orders directly from higher education.

**6.2.3.2 ORDER RECEIPT CONFIRMATION**

For orders issued by OTS, the Contractor shall send confirmation to OTS that an order has been received. The confirmation of order receipt shall be received within two business days in the form of an email or other agreed upon method, and at a minimum shall reference the OTS order number, the date the order was received, and any other information required by OTS for the order processing. Verbal confirmation of order receipt is not acceptable.

**6.2.3.3 ORDER COMPLETION CONFIRMATION**

For orders issued by OTS, the Contractor shall send confirmation to the OTS Customer Service Section when an order has been completed. The confirmation of an order completion shall be received within two business days in the form of an e-mail or other

agreed upon method, and at a minimum shall reference the OTS order number, the date the order was completed, a description of the work completed, and any other information required by OTS for the order processing.

#### **6.2.4 CHANGE ORDERS**

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

The Contractor shall designate a representative and the State shall have a Project Manager on each project for purposes of project coordination. The Contractor or subcontractor shall not make "verbal" decisions with the user agency regarding changes. Project changes shall be submitted in writing by the Contractor to the OTS Project Manager for approval. Failure to do so may result in non-payment for any such changes.

Change orders shall be justified in writing and approved prior to work commencing. Cost savings realized by the Contractor as a result of any change order shall be reimbursed to the State.

#### **6.2.5 INVOICING**

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

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

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

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

The Contractor shall submit itemized invoices for written orders issued and approved by OTS to the OTS Fiscal Section on a monthly basis and no later than 10 calendar days after the bill cycle date. Failure to provide invoices within 10 calendar days after the bill cycle date may result in non-payment of the invoice for that month.

##### **6.2.5.1 CALL DETAIL**

For services billed to OTS, the Contractor(s) shall provide via machine-readable, electronic media, a call detail record of all chargeable calling activity by originating telephone number. Call detail records shall correlate to the report of call activity included on the monthly invoice. The Proposer should propose a layout and medium for the call detail in Section 7.2.22 (Call Detail and Media).

An agreed-upon record layout and medium shall be established between OTS and the Contractor at the time of award. The Contractor shall deliver the call detail record to the

OTS Fiscal Section by the 10th of each month. Failure to do so may result in non-payment of invoice.

At a minimum the call detail record shall include the following information:

Called-from number	Unique trunk group or access line
Called-to number	NPA-NXX-XXXX
Call date	Include year, month, day
Call origination time	Include hour, minutes, and seconds
Call duration	Either <ul style="list-style-type: none"><li>○ minutes and tenths of minutes</li><li>○ minutes and seconds</li><li>○ minutes, seconds and tenths of seconds</li></ul>
Amount charged	Call rating
Call type indicators	Unique identifier for DDD, operator assisted, directory assistance, and international

Other information can be provided in the record. The State desires that the "to City" and "to State" fields be provided in the call detail records. The Proposer shall provide a complete record layout and sample medium for test purposes **prior to award of Contract**. The State desires that the Proposer provide a complete record layout and sample medium with their proposal response.

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

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

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

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#### **6.2.5.3 ELECTRONIC BILLING**

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

The electronic billing shall be produced in a computer readable format that can be used as direct input each month to the State's billing system. Acceptable electronic billing solutions are data files made up of defined records. Each record represents specific billable information that matches the Contractor's end of month paper based invoice.

Acceptable data formats are character-separated value (.csv), delimited text (.txt) and Excel (.xls[x]). Examples of unacceptable electronic billing formats are scanned images of the paper invoice, Optical Character Recognition (OCR) files, EDI, and Portable Document Format (PDF) files.

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

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

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

The Proposer should provide a record layout for each type of record in the file. The record layout defines what type of data the record represents and a definition of each data field that makes up the full record. The Proposer should address how it intends to transmit this electronic invoice data and provide the billing media format to the State. The State desires that the Proposer provide sample invoice data. The Proposer should provide the requested information on the form in Section 7.2.23 (Electronic Billing).

**6.2.5.4 BILLING SPECIALIST**

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

**6.2.6 PAYMENTS**

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

OTS shall not be responsible for reviewing, reconciling, or paying invoices for quasi-state agencies or political subdivisions.

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



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

For all statewide and agency term contracts:

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

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

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

The Proposer should check which option it will accept or indicate if it is already enrolled on the form in Section 7.2.24 (Electronic Payment).

#### **6.2.6.2 LATE PAYMENTS**

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

#### **6.2.7 USAGE REPORTS**

The Contractor shall provide semi-annual usage reports. At a minimum, the reports shall include the Contract number, from and to dates, user agency name, purchase order date, toll free number, service category, unit cost per service category, total number of calls per service category, total minutes per service category, and total cost per service category. The semi-annual usage reports shall be submitted on the 15<sup>th</sup> day of January and the 15<sup>th</sup> day of July.

Upon request, the Contractor shall provide additional usage reports.

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

A sample of the usage report format is included herein as Appendix 8.2 (Sample Usage Report).

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**6.2.9 TERMINATION**

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

**6.2.9.1 TERMINATION FOR CAUSE**

The State may terminate the Contract or any orders issued pursuant to the Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract or any orders issued pursuant to the Contract provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within 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 30 days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract or any orders issued pursuant to the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in the RFP or proposal shall constitute a default and may cause cancellation of the Contract or any orders issued pursuant to the Contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain any or all products or services covered by the Contract or any orders issued pursuant to the Contract on the open market and to charge the Contractor with cost in excess of the Contract price. Until such assessed charges have been paid, no subsequent proposal from the defaulting Contractor shall be considered.

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

**6.2.9.2 TERMINATION FOR CONVENIENCE**

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

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

The continuation of the Contract or any orders issued pursuant to the Contract is contingent upon the continuation of an appropriation of funds by the Legislature to fulfill the requirements

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

**6.2.10 CONTRACT MODIFICATIONS**

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

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

**6.2.11 CONTRACT CONTROVERSIES**

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

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**6.2.13 REMEDIES**

**6.2.13.1 WARRANTY/SERVICE GUARANTEE REQUIREMENTS**

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

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**6.2.13.2 LIQUIDATED DAMAGES**

Whenever an interruption of services or other defect in transmission occurs due to events other than force majeure, the Contractor shall be assessed at a rate of \$50 per day for interruptions or defects in transmission lasting beyond the restoration time guaranteed by the Proposer in response to this RFP. The Contractor shall make available to the State any

and all logs, records, maintenance reports and other documentation which the State requests in order to determine usage and outages. Each party shall assist the other in resolving claims. The State may withhold from any payments to the Contractor the cost of damages from interruption of services.

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**6.2.13.4 THIS SECTION INTENTIONALLY BLANK**

**6.2.13.5 ASBESTOS**

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

**6.2.13.6 LATE INVOICE AND CALL DETAIL MEDIA**

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

**6.2.14 ASSIGNMENT**

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

**6.2.15 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

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

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

**6.2.16 PURCHASE OF APPROVED TELECOMMUNICATIONS EQUIPMENT**

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

- a) Telecommunications Equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities, as described in Section 889(f)(3)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.
- b) Video Surveillance Equipment or Telecommunications Equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or any subsidiary or affiliate of such entities, as described in Section 889(f)(3)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.
- c) Telecommunications or Video Surveillance Equipment or Services produced or provided by an entity found to be owned, controlled, or otherwise connected to the government of the People’s Republic of China, as described in Section 889(f)(3)(D) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.
- d) Any product or equipment, regardless of manufacturer, containing as a component any equipment identified by paragraphs a) through c) above. This may include, but is not limited to the following:
  - i. Computers or other equipment containing a component which enables any form of network connectivity or telecommunications regardless of whether the equipment is regularly connected to a network.
  - ii. Building automation, environmental controls, access controls, or facility management and monitoring systems.
- e) Voting machines, peripherals, and election systems that are a product, or a component thereof, that is identified as being produced by those entities listed in paragraphs a) through c) above, shall be prohibited telecommunications or video surveillance equipment pursuant to La. R.S. 39:1753.1.
- f) Any services provided using any equipment identified by paragraphs a) through e) above.

Prior to the award of this solicitation, the Proposer, who has not been rejected as non-responsive or disqualified as non-responsive, shall provide documentation by Affidavit, Appendix 8.3 of this RFP, that the equipment or services to be procured through the Contract are not prohibited telecommunications or video surveillance equipment or services as defined above.

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

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

### **6.3 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 to this RFP and/or any resulting Contract, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

### 6.3.2 FORCE MAJEURE

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

### 6.3.3 INDEMNIFICATION AND LIMITATION OF LIABILITY

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 its proposal and the Contract, or of any copyright trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require the Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

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

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

#### **6.4 INSURANCE TYPES AND AMOUNTS**

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

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

###### **6.4.1.1 WORKERS COMPENSATION**

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

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

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

**6.4.1.3 AUTOMOBILE LIABILITY**

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

**6.4.2 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 form 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 30 days written notice of cancellation to the Agency. 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 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
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 the Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that the 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 the Contractor, its owners, agents and employees. The parties further agree that the Contractor is a wholly independent Contractor and is exclusively responsible for its employees, owners, and agents. The Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of the Contract.

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

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

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

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

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

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

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 calendar days of receipt of written demand, this company and either ORM or its

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

**7.0 RESPONSE FORMS**  
**7.1 PRICING FORMS**  
**7.1.1 PRICING (See Section 4.1.1)**

**LOCATION(S):** \_\_\_\_\_

**Delivery Technology:**    \_\_\_\_\_ TDM/Analog Voice    \_\_\_\_\_ IP Based

	<b>Conversion</b>	<b>Installation</b>	<b>Monthly Recurring Rate</b>
<b>Business Line</b>	\$ _____	\$ _____	\$ _____
<b>PRI Trunking</b>			
PRI Access Line	\$ _____	\$ _____	\$ _____
Interface	\$ _____	\$ _____	\$ _____
Per B channel	\$ _____	\$ _____	\$ _____
Per D channel dedicated to single PRI	\$ _____	\$ _____	\$ _____
Per D channel shared between multiple PRIs	\$ _____	\$ _____	\$ _____
<b>DID Number Blocks</b>			
Initial Block of 20	\$ _____	\$ _____	\$ _____
Additional Block of 20	\$ _____	\$ _____	\$ _____

This page may be duplicated as necessary.

**7.0 RESPONSE FORMS**

**7.1 PRICING PAGES**

**7.1.2 ADDITIONAL PROVISIONING (See Section 4.1.2)**

	<b><u>Non-Recurring Charge</u></b>
Moves	\$_____ per move
Feature Changes	\$_____ per change
Service Reconfiguration Charge	\$_____ per reconfiguration
Due Date Change	\$_____ per change
Expedite Order	\$_____ per order
Order Cancellation	\$_____ per order

This page may be duplicated as necessary.

**7.0 RESPONSE FORMS**

**7.1 PRICING PAGES**

**7.1.3 REGULATED CHARGES (See Section 4.1.3)**

1)Description	2)Code	3)Application	4)Charge (\$, %)	5) Unit of Measure	6)Mandatory /Authorized (M, A)
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

- 1) Description – A description or name of the charge (example: Universal Fee).
- 2) Code – What is the applicable FCC, LAPSC and/or other authorized authority’s code section which either mandates or authorizes the charge?
- 3) Application – When is the charge applied (examples: Monthly, one-time)?
- 4) Charge (\$, %) – What is the charge (examples: \$5.00, 10%)?
- 5) Unit of Measure – Against what unit will the charge be applied? Examples of acceptable units are:
  - Percentage of Usage
  - Per Line
  - Per Minute
- 6) Mandatory/Authorized– Is this a Mandated or an Authorized charge? Specify M or A.

Note: Per Section 4.1.3, “If the Proposer proposes a regulated charge that OTS is unable to apply to the model for evaluation purposes that regulated charge will not be allowed and cannot be charged for the term of the Contract.”

**7.0 RESPONSE FORMS**  
**7.1 PRICING PAGES**  
**7.1.4 TSP (See Section 3.2.5)**

The Proposer should include costs of TSP below. The Proposer should list the charge type under “Associated Charge” and the cost under “Cost”.

<b>TSP</b>	
<b>Associated Charge</b>	<b>Cost</b>

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

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

Proposer serving as primary contact:

Company \_\_\_\_\_

Address \_\_\_\_\_

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

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

Additional Proposer:

Company \_\_\_\_\_

Address \_\_\_\_\_

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

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

Additional Proposer:

Company \_\_\_\_\_

Address \_\_\_\_\_

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

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



**7.0 RESPONSE FORMS**  
**7.2 OTHER RESPONSE FORMS**  
**7.2.2 SIGNATURE AUTHORITY (See Section 2.18)**

Person authorized to sign this RFP \_\_\_\_\_  
Title \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone \_\_\_\_\_ Email \_\_\_\_\_  
FAX No. \_\_\_\_\_

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

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

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

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.3 VETERAN AND HUDSON INITIATIVE PROGRAMS (See Section 2.21)**

Please refer to Section 2.21 for additional information.

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

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

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

If yes, how many? \_\_\_\_\_ List the names of the subcontractors, the experience and qualifications of each, a description of the work each will perform, and the dollar value of each contract.

The Proposer should use additional copies of the form in Section 7.2.4 (Proposer Qualifications), to describe the experience and qualifications of each subcontractor.

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.4 PROPOSER QUALIFICATIONS (See Section 3.1.1)**

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

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

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

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

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

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

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

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.5 LOCAL PRESENCE (See Section 3.1.1)**

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.6 PROPOSER PARTICIPATION (See Section 3.1.2)**

1. Will the Proposer permit quasi-state agencies and political subdivisions to purchase from a Contract resulting from this proposal?     Yes     No
  
2. Will the Proposer permit agencies of the United States Government to purchase from a Contract as a result of this proposal?     Yes     No
  
3. Will the Proposer permit buying organizations (other than the United States Government), not located in this state which, if located in this state, would qualify as a public procurement unit to purchase from a Contract resulting from this proposal?     Yes     No

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

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

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.8 IP DELIVERY EQUIPMENT (See Section 3.2.1)**

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.9 ADDITIONAL CITIES (See Section 3.2.3)**



**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.10 PORTING TELEPHONE NUMBERS (See Section 3.2.6)**

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.11 TEMPORARY SUSPENSION OF SERVICE (See Section 3.2.7)**

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.12 ADDITIONAL PROVISIONING (See Section 3.2.8)**

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.13 LONG DISTANCE (See Section 3.2.9)**

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.14 CONVERSION PROCESS (See Section 3.3.2.3)**

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.15 INSTALLATION INTERVALS (See Section 3.3.3.2)**

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.16 SERVICE RESTORATION (See Section 3.4)**

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.17 SERVICE ORDERS AND TROUBLE REPORTING (See Section 3.5)**



**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.18 ACCOUNT MANAGEMENT (See Section 3.5.1)**

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.19 INTERACTION WITH CPE PROVIDER (See Section 3.5.2)**

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

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

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

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

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.22 CALL DETAIL AND MEDIA (See Section 6.2.5.1)**

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

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

**7.0 RESPONSE FORMS**

**7.2 OTHER RESPONSE FORMS**

**7.2.24 ELECTRONIC PAYMENT (See Section 6.2.6.1)**

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

<b>Payment Type</b>	<b>Will Accept</b>	<b>Already Enrolled</b>
LaCarte	_____	_____
EFT (Electronic Funds Transfer)	_____	_____

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

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

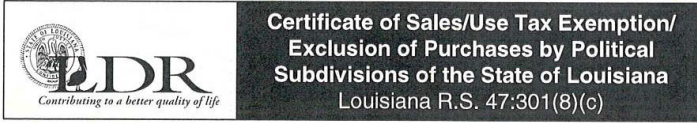
\_\_\_\_\_  
Date

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

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

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

R-1056 (10/07)



PLEASE PRINT OR TYPE.

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

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

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

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

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

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



Revised Attachment A – Request for Proposal (RFP) (per Addendum No. 04 - 2/21/24)

RFx No. 300022098 Title: Local Telecommunications Services

8.0 APPENDIX

8.2 SAMPLE USAGE REPORT (See Section 6.2.7)

Contract Number					To and From Dates		
User Agency Name	Purchase Order Date	Toll Free Number	Service Category	Unit Cost Per Service Category	Total Num of Calls Per Service Category	Total Minutes Per Service Category	Total Cost Per Service Category
							\$
							\$
							\$
							\$
							\$
							\$
							\$
<b>Total</b>							\$

**8.0 APPENDIX**

**8.3 AFFIDAVIT (See Section 6.2.16)**

**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)

Revised Attachment A – Request for Proposal (RFP) (per Addendum No. 04 - 2/21/24)

RFx No. 3000022098 Title: Local Telecommunications Services

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: \_\_\_\_\_