

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 Video Conferencing Services and Audio Conferencing Services. The Proposer may submit an offering for either Video Conferencing Services, Audio Conferencing Services, or both. The Proposer should submit a separate response for each service offering.

For Video Conferencing Services and Audio Conferencing Services, the State may make primary and secondary awards statewide for each service.

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

720p – a video mode that is considered “True High-Definition”. The number 720 represents 720 lines of vertical resolution, while the letter “P” stands for progressive scan or non-interlaced.

1080p – a video mode that is considered “True High-Definition”. The number 1080 represents 1,080 lines of vertical resolution, while the letter “P” stands for progressive scan or non-interlaced.

Cloud-Based – for the purposes of this RFP, are Video Conferencing and Audio Conferencing services that are hosted off-premise and fully managed by the Contractor.

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

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

ITU – means International Telecommunications Union.

May/Can – denotes the advisory or permissible action.

Attachment A – Request for Proposal (RFP)

RFx No. 300021443 Title: Video Conferencing and Audio Conferencing Services Rebid

NAT – means Network Address Translation.

OSP – means the Office of State Procurement.

OTS – means the Office of Technology Services.

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

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.

PSTN – means Public Switched Telephone Network.

QoS – means Quality of Service.

RFP – means Request for Proposal.

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

Service Category – for purposes of the RFP, is defined as either audio conferencing services or video conferencing services.

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.

SIP – means Session Initiation Protocol.

State – the State of Louisiana.

User Subscription – is the monthly subscription of service per user.

Virtual Meeting Room (VMR) – for the purposes of this document, is a feature of the video conferencing service that allows multi-party video meetings through desktop and mobile.

2.2 CALENDAR OF EVENTS

Release RFP and Blackout Period Begins:	<u>July 12, 2023</u>
Deadline to Receive Written Inquiries:	<u>July 26, 2023</u>
Deadline to Answer Written Inquiries:	<u>August 2, 2023</u>
Proposal Opening Date and Time (Proposal Submission Deadline):	<u>August 16, 2023</u> <u>10:00 AM Central Time</u>

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

2.3 RFP INQUIRIES

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

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

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

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

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

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

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

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

<https://www.doa.la.gov/oa/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 this solicitation. The Blackout Period will end when the Contract is awarded.

In those instances in which a prospective vendor is also an incumbent vendor, the State and the incumbent vendor may contact each other with respect to the existing Contract

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only. Under no circumstances may the State and the incumbent vendor and/or its representative(s) discuss the blacked-out procurement.

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

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

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

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

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2.7 NUMBER OF COPIES SUBMITTED

For online submission:

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

Each Proposer should submit the following:

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

For hard copy submission:

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

Each Proposer should submit the following:

- Five (5) additional copies of the proposal
- One (1) redacted copy of proposal, if applicable (See Section 2.10 of this RFP)

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

2.8 PROPOSAL SUBMITTAL

This RFP is available in electronic form at the Office of State Procurement’s LaPAC website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Office of State Procurement. Contact information for the RFP Contracting Officer is provided in Section 2.3 of this RFP. This document is **NOT** available electronically in WORD format.

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

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

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

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

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

- **RFP Name: Video Conferencing and Audio Conferencing Services Rebid**
- **File Number: 92907, Solicitation No. 3000021443**
- **RFP Opening Date and Time: August 16, 2023 at 10:00 AM Central Time**

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

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

OR

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

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

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

All proposals shall be received by the Office of State Procurement **no later than the date and time shown in Section 2.2, Calendar of Events.**

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

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

2.9 JOINT PROPOSALS

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

2.10

CONFIDENTIAL INFORMATION, TRADE SECRETS AND PROPRIETARY INFORMATION

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

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

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

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

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

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

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as “confidential,” the Proposer agrees to indemnify and defend

(including attorney's fees) the State and hold harmless the State against all actions or court proceedings that may ensue, which seek to order the State to disclose the information.

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

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

2.11 PROPOSAL OPENING

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

2.12 WITHDRAWAL OF PROPOSAL

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

2.13 MATERIAL IN THE RFP

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

2.14 WAIVER OF ADMINISTRATIVE INFORMALITIES

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

2.15 PROPOSAL REJECTION

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

In accordance with the provisions of La. R.S. 36:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent (5%) or more, has been convicted of, or has entered a plea of guilty or nolo contendere to

any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

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

2.16 OWNERSHIP OF PROPOSAL

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

2.17 SIGNATURE AUTHORITY

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

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

2.18 PROPOSAL VALIDITY

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

2.19 INDEPENDENT PRICE DETERMINATION

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

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

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

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

<https://smallbiz.louisianaeconomicdevelopment.com>.

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

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

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

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

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate

its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the Contract award or the existing contract may be terminated.

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

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

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

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

2.21 PRIME CONTRACTOR RESPONSIBILITIES

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

2.22 USE OF SUBCONTRACTORS

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

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

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

3.0 RFP REQUIREMENTS

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

The State desires to evaluate the Proposer's proposal to provide Video Conferencing and Audio Conferencing 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 Proposer shall have been in the business of providing Video Conferencing and/or Audio Conferencing services for a period of five (5) years. The State desires that the Proposer have provided service for more than five (5) years. The Proposer is encouraged to supply relevant information concerning their qualifications to perform work under the Contract. The Proposer should provide the information in Section 7.2.4 (Proposer Qualifications).

3.1.2 PROPOSER PARTICIPATION

Qualified political subdivisions of the State, quasi-state agencies and external procurement units (described in Section 7.2.5 (Proposer Participation) may be permitted to purchase from Contracts made by the Office of State Procurement. If selling directly to these entities, it is the Contractor's responsibility to ensure that the entities are qualified. A list of qualified entities is provided at the following link:
<https://www.doa.la.gov/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 7.2.5 (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 7.2.6 (Determination of Responsibility).

3.2 TECHNICAL REQUIREMENTS

The Proposer may propose one (1) or both of the following services:

- Video Conferencing Services
- Audio Conferencing Services

3.2.1 VIDEO CONFERENCING SERVICE

The Proposer shall provide cloud-based Video Conferencing Services through user subscriptions.

3.2.1.1 VIDEO CONFERENCING SERVICE – REQUIRED

The following criteria shall apply to Video Conferencing Services.

The Video Conferencing Service shall:

1. Allow multipoint video conferences.
2. Support video conferences in voice-activated mode and in continuous presence mode.
3. Provide simultaneous meeting rooms and participants. The Proposer should indicate the maximum number of simultaneous virtual meeting rooms, the maximum number of participants in a single virtual meeting room, and the total number of participants in all simultaneous virtual meeting rooms its service will provide.
4. Provide transcoding/speed matching.
5. Support multimedia ports at 720p.
6. Provide the capability for secure communications in a meeting. The security features shall include, but not be limited to, the following:
 - a. prevent unauthorized parties from joining, listening or recording the call.
 - b. ensure participants connected to the conference have encryption enabled.
 - c. provide Advanced Encryption Standard (AES) encryption.
 - d. set passwords for meetings.
 - e. allow the host to mute and drop participants.
7. Label and log Virtual Meeting Rooms by identifiers, such as host user name, either email address or web address, or, for dial-in calls, a dial-in number.
8. Enable the user to initiate a video conference Virtual Meeting Room for each named host.

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9. Provide the ability to record conferences in the cloud or on the desktop. Host shall control whether or not recording is allowed.
10. Provide a web admin dashboard and allow multiple administrators for each account.
11. Provide the ability to scale user quantities both up and down according to the State's needs.
12. Allow at least twenty-five (25) participants per named host. The State desires as many participants per named host as possible. The Proposer should state the maximum number of participants per named host its service will support.
13. Allow participants to dial into the video conference from an audio source, i.e. voice call via telephone Public Switched Telephone Network (PSTN) or computer headset.
14. Provide a toll-free call-in number at the request of the ordering agency.
15. Negotiate video quality based on connection.
16. Dynamically adjust frame rates/resolution in response to network performance issues.
17. Allow users to connect from anywhere with integrated Network Address Translator (NAT) and firewall traversal using standards-based IP technologies, including interoperability with WebRTC.
18. Allow video connections between users via the internet and the State's network.

The Proposer's service offering shall comply with the latest relevant standards by ITU and other regulatory agencies.

The Proposer shall indicate its compliance and should describe its service offering.

The Proposer should provide the requested information on the form in Section 7.2.7 (Video Conferencing Service- Required).

3.2.1.2 VIDEO CONFERENCING SERVICE – DESIRED

The State desires the following:

1. Interoperability with mobile devices, including but not limited to, phones and tablets using the latest versions of the iOS, Android, and Windows operating systems. The Proposer should list all compatible mobile devices and operating system versions supported.
2. Secured signaling, i.e. TLS-1024. The Proposer should describe the service's secured signaling functions and capabilities.
3. Support the latest International Telecommunications Union (ITU) standards for document sharing and collaboration.
4. Support for encoding and decoding at lower rates.
5. Support for H.265 High Efficiency Video Coding.
6. Toll-Free numbers upon request for audio-only calls from the PSTN. The Proposer should quote rate per minute.

7. Interoperability between endpoint providers and support for open standards, including H.323 and Session Initiation Protocol (SIP).
8. Support streaming to the general public.
9. The ability to integrate with the State's Microsoft Exchange 2016, Microsoft Office 2019, and Microsoft Office 365 for scheduling.
10. The ability to share desktops, content, and data.
11. Support Quality of Service (QoS) tagging and DiffServ protocols for multimedia.
12. Support IPv6.
13. Support media ports at 1080p.

The Proposer should describe desired features offered following the above numbering sequence and list cost, if applicable, in Section 7.2.8 (Video Conferencing Service – Desired).

3.2.2 AUDIO CONFERENCING SERVICE

The Proposer shall provide cloud-based Audio Conferencing Services through user subscriptions.

3.2.2.1 AUDIO CONFERENCING SERVICE – REQUIRED

The following criteria shall apply to Audio Conferencing Services.

The Audio Conferencing Services shall:

1. Enable the host and attendees to dial-in to a conference call via a Contractor-provided toll-free access number for participant calls originating in the United States. Toll free calling shall be suppressed unless specifically requested by the ordering agency.
2. Provide the host the ability to determine whether the conference is a one-way sharing of information or interactive with far-end sites actively participating.
3. Provide a web admin dashboard for each account. The Proposer should describe the features of the admin dashboard.
4. Provide the ability to record in the cloud or on the desktop. The Proposer should describe storage capacity and access.
5. Provide simultaneous playback connections for recording stored in the cloud. The State desires as many simultaneous playback connections as possible. The Proposer should state the quantity of simultaneous playback connections that will be supported.
6. Provide one (1) or more administrators for each account. The State desires as many administrators permitted for each account as possible. The Proposer should state the number of administrators that will be permitted for each account.
7. Have the ability to handle up to twenty-five (25) participants in an audio conference. The State desires the maximum number of participants the service will allow. The Proposer should state the maximum number of participants in an audio conference.

8. The Proposer's service offering shall comply with the latest relevant standards by ITU and other regulatory agencies.
9. The Proposer's service offering shall be compliant with the Health Insurance Portability and Accountability Act (HIPAA). The Proposer should provide a copy of their HIPAA Business Associates Agreement (BAA) with the proposal

The Proposer shall indicate its compliance and should provide the requested information on the form in Section 7.2.9 (Audio Conferencing Service – Required).

3.2.2.2 AUDIO CONFERENCING SERVICE – DESIRED

The State desires the following features for Audio Conferencing Services at no additional cost.

1. International call-in and call-out conferencing services.
2. Reservation-less capability such that conferences can be set up on demand.
3. Internet-based reservation services.
4. On-demand, operator assisted.
5. Dial out to host.
6. Dial out to attendee.
7. Custom greetings and hold music.
8. Local numbers upon request.

The Proposer should describe the features offered following the above numbering sequence in Section 7.2.10 (Audio Conferencing Service – Desired).

3.2.3 BUNDLED FEATURES

3.2.3.1 VIDEO CONFERENCING SERVICES – BUNDLED FEATURES

The State desires advantageous pricing for Video Conferencing bundled features.

The Proposer should list its bundled features and pricing on the form in Section 7.2.11 (Video Conferencing Services – Bundled Features).

3.2.3.2 AUDIO CONFERENCING SERVICES – BUNDLED FEATURES

The State desires advantageous pricing for Audio Conferencing bundled features.

The Proposer should list its bundled features and pricing on the form in Section 7.2.12 (Audio Conferencing Services – Bundled Features).

3.2.4 SOFTWARE UPDATES

For Video Conferencing and Audio Conferencing, the Contractor shall provide updates to software for the life of the contract at no additional cost to the State.

3.2.5 FEDERAL RISK AND AUTHORIZATION MANAGEMENT PROGRAM (FEDRAMP) CERTIFIED OFFERING

The State desires an additional FedRAMP certified solution for either Video Conferencing, Audio Conferencing, or both. If offered, the Proposer should describe its service offering and quote rates on the form in Section 7.2.13 (FedRAMP Service Offering).

3.3 SERVICE PROVISION REQUIREMENTS

3.3.1 SERVICE INTERVALS

The Contractor shall provide service to the ordering agency no later than fifteen (15) business days after receipt of an order unless an extension is approved by OTS. The State desires the shortest service interval possible.

The Proposer should describe its service intervals on the form in Section 7.2.14 (Service Intervals).

3.3.2 SERVICE MANAGER

The Contractor shall designate a Service Manager whose responsibility will be assurance of service to OTS and act as a liaison between the State and the Contractor for mitigation, resolution and escalation of issues and concerns for day-to-day operations.

The Service Manager, or its designee, shall attend a monthly meeting with OTS personnel and other agencies invited by OTS to discuss service concerns. The Service Manager, or its designee, shall attend other meetings as required.

Upon request, the Service Manager shall provide the number of Trouble Tickets generated the previous month including:

- Details of Chronic Troubles or Issues Reported and plans for remediation
- Any Major Outage(s) or Abnormal Service Conditions
- Any Planned Maintenance or Upgrades for the Next Month

3.3.3 MINIMUM SERVICE PERIOD

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

3.3.3.1 PRE-IMPLEMENTATION MEETING

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

3.4 MAINTENANCE

3.4.1 MAINTENANCE NOTIFICATIONS – VIDEO CONFERENCING AND AUDIO CONFERENCING SERVICES

The Contractor shall provide advanced notification prior to scheduled maintenance that may cause an interruption in service. The minimum shall be seventy-two (72) hours; however, the State desires a longer notification time. The notification shall include the reason, starting time, duration, customer impact, and any other pertinent information. The Proposer should specify the amount of advance time the scheduled maintenance notifications will be sent to customers.

The Proposer should describe its notification process and advanced notification intervals for scheduled maintenance on the form in Section 7.2.15 (Maintenance Notifications).

3.5 TRAINING REQUIREMENTS

The Contractor shall provide basic training at no cost to the State. Basic training shall include full instruction on the service features and functions.

The State desires enhanced training for video conferencing at no cost.

The Proposer should provide a brief description of all training provided (i.e., video, web-based training, computer-based tutorials, etc.). Descriptions should include the type of training offered, scope of training, the minimum and maximum number of attendees per session, estimated duration of training and prerequisites.

The Proposer should describe training at no cost on the form in Section 7.2.16 (Training at No Cost).

The Proposer should describe the types of training at cost on the form in Section 7.2.17 (Training at Cost).

3.6 DOCUMENTATION REQUIREMENTS

At no additional cost, the Contractor shall provide user guides to explain service features and functions. The user guides may be printed documents or web pages. The guides shall include information on scheduling procedures for Video Conferencing and Audio Conferencing. Guides for Video Conferencing and Audio Conferencing Services shall include problem reporting procedures and telephone numbers.

3.7 CUSTOMER SERVICE

The Contractor shall provide customer service and trouble reporting twenty-four (24) hours a day, seven (7) days a week via toll-free telephone and web portal.

The State desires a highly responsive, highly effective level of customer service.

The service shall provide for automated fault monitoring and trouble reporting.

For Video Conferencing and Audio Conferencing Services, the Contractor shall provide a list of personnel comprising its customer support and project management teams.

The Proposer should provide a detailed narrative describing its customer service on the form in Section 7.2.18 (Customer Service).

3.8 ONLINE REPORTS

The service shall allow individual State agencies to obtain utilization and trouble ticket reports via web portal twenty-four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year. Video Conferencing and Audio Conferencing reports shall include, but not be limited to, the number of conferences per month, number of users per conference, average duration, average number of sites and number of daily conferences during the month.

3.9 SECURITY

3.9.1 OFFICE OF TECHNOLOGY SERVICES (OTS) REQUIREMENTS

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

The Proposer should confirm that it has read and will comply with OTS' Information Security Policy. The Proposer should use the form in Section 7.2.19 (Security – Office of Technology Services) to affirm its compliance and provide the required information.

3.9.2 LOUISIANA DEPARTMENT OF REVENUE (LDR) REQUIREMENTS

The Contractor shall comply, as applicable, with Internal Revenue Service (IRS) Audit Compliance as described in Appendix 8.3 Safeguarding Federal Tax Information.

The Proposer should confirm that it has read and will comply with LDR's IRS Audit Requirements.

The Proposer should use the form in Section 7.2.20 (Security – Louisiana Department of Revenue) to affirm its compliance.

3.10 ORDER PROCESSING AND IMPLEMENTATION

The State requires the Contractor to attend a virtual or onsite, if requested, ordering meeting, prior to the fifteenth (15th) day of the month to discuss ordering performance(s) for the previous month. Prior to the tenth (10th) day of the month, the Contractor shall provide the State in electronic format detailed report(s) containing:

- Spreadsheet listing with current status of all orders by Service.

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- Details of Contractor meetings at customer sites requested by the State. Report shall include the time the State requested the meeting, the time the meeting was held, and the outcome.
- Contractor must be able to have qualified technicians respond on-site as required to any State location within eight (8) hours of notification of Abnormal Service condition on critical services.
- Contractor must provide within five (5) business days of the effective date of the contract, a full escalation list.

Disconnect orders will be processed immediately and billing shall cease on the date that the State delivers the order to the Contractor unless otherwise noted on the order. The State may issue an order to disconnect service up to sixty (60) calendar days in advance of the desired effective disconnect date and billing shall cease on the desired disconnect date noted on the order. Billing shall no longer appear on the invoice the month after the disconnect date or no later than two (2) billing cycles thereafter.

Contractor will be required to perform traffic studies as requested by the State. State will require these when it appears the sites are being under/over provisioned.

Contractor will be responsible for fraud detection.

Liquidated Damages may apply for failure to provide the required escalation list or monthly updates/changes to the escalation list.

3.11 VALUE-ADDED BENEFITS

3.11.1 VIDEO CONFERENCING SERVICE

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 7.2.21 (Value-Added Benefits at No Cost – Video Conferencing Service).

The Proposer should describe **and list the cost of** any value-added benefits at additional cost to the State on the form in Section 7.2.22 (Value-Added Benefits at Additional Cost – Video Conferencing Service).

3.11.2 AUDIO CONFERENCING SERVICE

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 7.2.23 (Value Added Benefits at No Cost – Audio Conferencing Service).

The Proposer should describe and **list the cost** of any value-added benefits at additional cost to the State on the form in Section 7.2.24 (Value Added Benefits at Additional Cost – Audio Conferencing Service).

4.0 PRICING SPECIFICATIONS

4.1 PRICING SPECIFIC TO THIS RFP

All pricing should be provided on the applicable forms in Section 7.1 or in the same format. If the Proposer does not provide its pricing on the forms in Section 7.1 or in the same format as the forms, it may result in its proposal being rejected.

The Proposer may quote a rate of zero (0) for any element.

4.1.1 VIDEO CONFERENCING SERVICES

The Proposer shall quote fixed or tiered rates per month. Monthly rates shall include unlimited conferences per month.

- Per User at a Fixed Rate – The Proposer shall quote the monthly rate per user through 720p-capable connections.

or

- Tiered Rates – The Proposer shall state its range of quantities for each tier and quote the monthly rate per user, per tier through 720p-capable connections.

The Proposer shall quote all the following:

- A one-time rate for account setup.
- A per minute rate for recorded conferences.
- A monthly rate per gigabyte of storage. If offering an initial allowance of gigabytes at no charge, the Proposer shall indicate the number of gigabytes at no charge and the monthly rate per gigabyte thereafter.

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

4.1.2 AUDIO CONFERENCING SERVICES

The Proposer shall quote fixed or tiered rates per month. Monthly rates shall include unlimited conferences per month.

- Per User at a Fixed Rate – The Proposer shall quote the monthly rate per user for audio-only conferencing.

or

- Tiered Rates – The Proposer shall state its range of quantities for each tier and quote the monthly rate per user, per tier.

The Proposer shall quote all of the following:

- A one-time rate for account set-up.
- A per minute rate for recorded conferences.
- A monthly rate per gigabyte of storage. If offering an initial allowance of gigabytes at no charge, the Proposer shall indicate the number of gigabytes at no charge and the monthly rate per gigabyte thereafter.
- Per minute rate for toll-free calls.
- Per minute rate for non toll-free calls.

The Proposer should use the form in Section 7.1.2 (Audio Conferencing).

4.2 REGULATED CHARGES, TAXES, AND OTHER CHARGES

The State requires a stable and predictable rate structure for the term of the contract. As such, the Proposer's quoted unit rates for goods and services to be provided shall be inclusive of all service charges, applicable taxes, and Federal Communications Commission (FCC) regulated charges that it intends to recover.

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

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

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

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

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

4.3 MISSING PRICE

All prices shall be quoted in accordance with Section 4.1, Pricing Specific to this RFP. Items are listed separately on forms in Section 7 in order for the State to be able to purchase each item separately. Any item left blank, marked N/A or N/C, or marked as zero (0) cost to the State shall be considered to be offered to the State at no charge. If the Contractor agrees in writing before award to provide the item at no cost, it shall be required to supply this item to the State at no cost whenever ordered during the entire term of the Contract and any renewal terms.

If it is determined that an item has been manufacturer-discontinued or is otherwise not available, then the item shall be deleted from consideration and not awarded.

5.0 EVALUATION AND AWARD

5.1 GENERAL

5.1.1 NO AWARD

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

5.1.2 ADDITIONAL INFORMATION

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

5.2 CRITERIA

5.2.1 ADMINISTRATIVE AND TECHNICAL COMPLIANCE

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

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

5.2.2 SPECIFIC CRITERIA (WEIGHTED)

Cost. The maximum number of points that shall be awarded for this criterion is fifty-nine (59). The maximum points for this criterion shall be awarded to the Proposer who proposes the lowest total cost for the Video Conferencing and Audio Conferencing Services calculated over a sixty (60) month period.

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

Proposals will be evaluated for Proposer's Technical acceptability according to the criteria listed in Section 3.2 and Section 3.3. **Proposers must score a minimum of points (18 out of 29) in the technical category to be considered technically acceptable and therefore deemed**

susceptible of being selected. Proposals not meeting the minimum technical points will be considered technically unacceptable and will not be evaluated financially.

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

The maximum number of points that may be awarded for this criteria is twenty-nine (29). It is possible that no Proposer may receive the maximum number of points.

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

Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship or who will engage the participation of one (1) or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

Proposer Status and Allotment of Reserved Points

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

Demonstration. Prior to award, the apparent successful Proposer(s) may be required to demonstrate the service being proposed at no cost to the State. Failure to provide the demonstration or failure to demonstrate the service to the satisfaction of OTS that the service meets all mandatory requirements shall result in rejection of the proposal.

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

5.3 METHODOLOGY

5.3.1 MODEL

Cost shall be calculated by multiplying the unit price by the model quantities to obtain a total cost. The formula described in Section 5.3.2 shall be applied to determine the points

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

5.3.2 FORMULAS

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

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

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

Example:	Score of Proposal I	=	$\frac{PI}{P_i} \times MP$
	Vendor 1 Lowest proposal \$ 20,000	=	PI
	Vendor 2 proposal \$ 25,000	=	P _i
	<u>59</u>	=	MP
	(Vendor 1) $\frac{\$ 20,000 \times 59 (MP)}{\$ 25,000}$	=	47.2
	(Vendor 2) $\frac{\$ 25,000}{w}$		

5.4 OTS RECOMMENDATION FOR AWARD

5.4.1 DETERMINATION OF SUCCESSFUL PROPOSER

For Video Conferencing Services and Audio Conferencing Services, a recommendation for a primary statewide award for each service may be made for the Proposer(s) who receives the highest ranking in point allocation and who meets all mandatory administrative and technical requirements. The Proposer(s) who receives the next highest ranking in point allocation and who meets all mandatory and technical requirements may be recommended for a secondary statewide award.

5.4.2 WRITTEN RECOMMENDATION FOR AWARD

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

5.5 AWARD

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

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

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

6.0 CONTRACTUAL TERMS AND CONDITIONS

6.1 GENERAL TERMS AND CONDITIONS

6.1.1 TAXES

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

6.1.2 COMPLIANCE WITH LAWS, REGULATIONS, CODES, AND ORDINANCES

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

6.1.3 CONTRACTOR RESPONSIBILITIES

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

6.1.4 GOVERNING LAW

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

6.1.5 REQUEST FOR PROPOSAL AND PROPOSAL INCORPORATED BY REFERENCE

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

6.1.6 ORDER OF PRECEDENCE

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

6.1.7 GOOD FAITH NEGOTIATIONS

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

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

6.1.8 WAIVER CLAUSE

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

6.1.9 SEVERABILITY

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

6.1.10 HEADINGS AND SECTION REFERENCES

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

6.1.11 RIGHT TO AUDIT

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

6.1.12 PROPOSER’S COOPERATION

Any Proposer has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc., to the State when requested. This applies even

if an eventual Contract is terminated and/or a lawsuit is filed. Specifically, the Proposer shall not limit or impede the State's right to audit or to withhold State owned documents.

6.1.13 OWNERSHIP

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

6.1.13.1 RECORD RETENTION

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

6.1.14 USE OF AGENCY'S FACILITIES

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

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

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

6.2 CONTRACT ADMINISTRATION

6.2.1 CONTRACT TERM

The Contract(s) resulting from this solicitation will be effective upon the approval of the Office of State Procurement. The Contract term shall begin upon OTS's written approval of successful conversion from the old Contract to the new Contract and shall be for a period of sixty (60) months, unless otherwise terminated in accordance with the Termination provisions of the Contract. Total operational contract time may not exceed one hundred eight (108) months total.

6.2.2 RENEWAL TERM

Upon acceptance by the Contractor and approval by the State, the Contract may be renewed for two (2) additional twenty-four (24) month periods at the same prices, terms and conditions.

6.2.3 ORDERS

Written orders for state agencies and higher education shall be issued by the OTS Customer Service section.

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 type of agency.

6.2.4 CHANGE ORDERS

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

6.2.5 INVOICING

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

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

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

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.

6.2.5.2 THIS SECTION INTENTIONALLY BLANK

6.2.5.3 ELECTRONIC BILLING

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

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

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

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

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

The Proposer should provide a record layout for each type of record in the file. The record layout defines what type of data the record represents and a definition of each data field that makes up the full record. The Proposer should address how it intends to transmit this electronic invoice data and provide the billing media format to the State. The State desires that the Proposer provide sample invoice data. The Proposer should provide the requested information on the form in Section 7.2.25 (Electronic Billing).

6.2.6 PAYMENTS

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

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

6.2.6.1 ELECTRONIC PAYMENTS

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

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

For all statewide and agency term contracts:

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

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

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

The Proposer should check which option it will accept or indicate if it is already enrolled on the form in Section 7.2.26 (Electronic Payments).

6.2.6.2 CREDIT CARD PAYMENTS

The State desires the ability to use a State-issued credit card for payment of invoices for any orders issued by OTS.

If offered, the Proposer should describe the method through which it will accept State-issued credit card payments on the form in Section 7.2.27 (Credit Card Payments).

6.2.6.3 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, invoice number, purchase order date, service category, quantity, and unit cost per service category. The semi-annual usage reports shall be submitted on the fifteenth (15th) day of January and the fifteenth (15th) day of July.

Upon request, the Contractor shall provide additional usage reports.

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

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

6.2.8 THIS SECTION INTENTIONALLY BLANK

6.2.9 TERMINATION

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

6.2.9.1 TERMINATION FOR CAUSE

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

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

6.2.9.2 TERMINATION FOR CONVENIENCE

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

6.2.9.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

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

6.2.10 CONTRACT MODIFICATIONS

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

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

6.2.11 CONTRACT CONTROVERSIES

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

6.2.12 PURCHASE OF APPROVED TELECOMMUNICATIONS EQUIPMENT

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

- a) Telecommunications Equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities, as described in Section 778(f)(3)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.
- b) Video Surveillance Equipment or Telecommunications Equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or any subsidiary or affiliate of such entities, as described in Section 889(f)(3)(B) of the John S. McCain Nation Defense Authorization Act for Fiscal Year 2019.
- c) Telecommunications or Video Surveillance Equipment or Services produced or provided by an entity found to be owned, controlled, or otherwise connected to the government of the People's Republic of China, as described in Section 889(f)(3)(D) of the John S. McCain Nation Defense Authorization Act for Fiscal Year 2019.

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

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

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

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

6.2.13 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. Service guarantee coverage shall be available twenty-four (24) hours a day, seven (7) days a week.

6.2.13.2 LIQUIDATED DAMAGES

It is understood and agreed between the State and the Contractor, that time is of the essence and that for each calendar day of delay beyond the maximum service intervals in Section 3.3.1 (Service Intervals) after due allowance for such extension or extensions of time that may be consented to by the State, and through a maximum of ten (10) business days, the Contractor shall pay to the State as liquidated damages the sum of half a percent (.5%) of the Contract price. It is understood between the State and the Contractor that such sum shall be treated as liquidated damages and not as a penalty, and that the State may withhold from the Contractor's compensation such sums as liquidated damages.

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6.2.13.4 THIS SECTION INTENTIONALLY BLANK

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6.2.13.6 LATE INVOICE AND CALL DETAIL

Failure on the part of the Contractor to provide an invoice and readable Call Detail by the tenth (10th) 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 (5) or more employees:

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

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

6.3.1 DUTY TO DEFEND

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

6.3.2 FORCE MAJEURE

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to

eliminate or minimize the effect of such events upon performance of their respective duties under the Contract.

6.3.3 INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

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

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

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

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

6.4 INSURANCE TYPES AND AMOUNTS

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

6.4.1 MINIMUM SCOPE AND LIMITS OF INSURANCE

6.4.1.1 WORKERS COMPENSATION

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor’s headquarters. Employers Liability is included with a minimum limit of \$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 forms approved for use in Louisiana), or equivalent, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

6.4.3.2 WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

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

6.4.3.3 ALL COVERAGES

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

6.4.4 ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be

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

2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within thirty (30) days.

6.4.5 VERIFICATION OF COVERAGE

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

2. The Certificate Holder shall be listed as follows:

State of Louisiana
Office of State Procurement
1201 N 3rd St, Ste. 2-160
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 Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent Contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify

Attachment A – Request for Proposal (RFP)

RFX No. 3000021443 Title: Video Conferencing and Audio Conferencing Services Rebid

and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of the Contract.

7.0 RESPONSE FORMS
7.1 PRICING FORMS
7.1.1 VIDEO CONFERENCING (See Section 4.1.1)

The Proposer shall quote the fixed or tiered monthly rates per user through 720p-capable connections.
Monthly rates shall include unlimited conferences per month.

FIXED RATE

Per month/user (720p) \$ _____

or

TIERED RATES

720p

Price/Month/User

Tier 1 ___1___ to _____ \$ _____

Tier 2 _____ to _____ \$ _____

Tier 3 _____ to _____ \$ _____

Tier 4 _____ to _____ \$ _____

Tier 5 _____ to _____ \$ _____

Account Setup \$ _____ one-time rate

Recorded Conferences \$ _____ per minute

Storage \$ _____ monthly
(max. gigabyte allowance at no charge - _____ Gb)

\$ _____ per gigabyte above max allowance

7.0 RESPONSE FORMS
7.1 PRICING FORMS
7.1.2 AUDIO CONFERENCING (See Section 4.1.2)

The Proposer shall quote the fixed or tiered rates per month..

Monthly rates shall include unlimited conferences per month.

FIXED RATE

Per month/user \$ _____

or

TIERED RATES

Price/Month/User

Tier 1 ___ 1 ___ to _____ \$ _____

Tier 2 _____ to _____ \$ _____

Tier 3 _____ to _____ \$ _____

Tier 4 _____ to _____ \$ _____

Tier 5 _____ to _____ \$ _____

Account Setup \$ _____ one-time rate

Recorded Conferences \$ _____ per minute

Storage \$ _____ monthly
(max. gigabyte allowance at no charge - _____ Gb)

\$ _____ per gigabyte above maximum

Toll-Free Calls \$ _____ per minute

Non Toll-Free Calls \$ _____ per minute

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 2.17)

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

Telephone _____ Email _____
FAX No. _____

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

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

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

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.3 VETERAN AND HUDSON INITIATIVE PROGRAMS (See Section 2.20)

Please refer to Section 2.20 for additional information.

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

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

If you are not a certified small entrepreneurship have you engaged one (1) or more certified small entrepreneurships to participate as subcontractors? _____ Yes _____ No

If yes, how many? _____ List the names of the subcontractors, the experience and qualifications of each, a description of the work each will perform, and the dollar value of each contract. The Proposer should use additional copies of the form in Section 7.2.4 (Proposer Qualifications), to describe the experience and qualifications of each subcontractor.

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

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

Office Address: _____

Office Address: _____

Telephone: _____ Fax: _____

Company Web Site: _____

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 PROPOSER PARTICIPATION (See Section 3.1.2)

1. Information provided on this form shall not be evaluated.

Will the Proposer participate in the E-Rate program on behalf of qualified State entities that will purchase this service? Yes No

If Yes:

a) Does the Proposer have a SPIN? Yes No

b) If yes, what is the SPIN number? _____

c) If not, will the Proposer apply for a SPIN if awarded the Contract?
 Yes No

2. Will the Proposer permit quasi-state agencies and political subdivisions to purchase from a Contract resulting from this proposal? Yes No

3. Will the Proposer permit agencies of the United States Government to purchase from a Contract as a result of this proposal? Yes No

4. Will the Proposer permit buying organizations (other than the United States Government), not located in this state which, if located in this state, would qualify as a public procurement unit to purchase from a Contract resulting from this proposal? Yes No

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.6 DETERMINATION OF RESPONSIBILITY (See Section 3.1.3)

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.7 VIDEO CONFERENCING SERVICE – REQUIRED (See Section 3.2.1.1)

The Proposer shall indicate compliance in supporting each of the following items and shall provide the required information.

1. Allow multipoint video conferences.
 Yes No
2. Support video conferences in voice-activated mode and in continuous presence mode.
 Yes No
3. Provide simultaneous meeting rooms and participants.
 Yes No
4. Provide transcoding/speed matching.
 Yes No
5. Support multimedia ports at HD 720p.
 Yes No
6. Provide the capability for secure communications in a meeting. The security features shall include, but not be limited to, the following:
 - a. prevent unauthorized parties from joining, listening or recording the call.
 Yes No
 - b. ensure participants connected to the conference have encryption enabled.
 Yes No
 - c. provide AES encryption.
 Yes No
 - d. set passwords for meetings.
 Yes No
 - e. allow the host to mute and drop participants.
 Yes No
7. Label and log Virtual Meeting Rooms by identifiers, such as host user name, either email address or web address, or, for dial-in calls, a dial-in number.
 Yes No
8. Enable the user to initiate a video conference Virtual Meeting Room for each named host.
 Yes No

Attachment A – Request for Proposal (RFP)

RFx No. 3000021443 Title: Video Conferencing and Audio Conferencing Services Rebid

9. Provide the ability to record conferences in the cloud or on the desktop. Host shall control whether or not recording is allowed.
 Yes No
10. Provide a web admin dashboard and allow multiple administrators for each account.
 Yes No
11. Provide the ability to scale user quantities both up and down according to the State's needs.
 Yes No
12. Allow at least twenty-five (25) participants per named host.
 Yes No
13. Allow participants to dial into the video conference from an audio source, i.e. voice call via telephone (PSTN) or computer headset.
 Yes No
14. Provide a toll-free call-in number at the request of the ordering agency.
 Yes No
15. Negotiate video quality based on connection.
 Yes No
16. Dynamically adjust frame rates/resolution in response to network performance issues.
 Yes No
17. Allow users to connect from anywhere with integrated NAT and firewall traversal using standards-based IP technologies, including interoperability with WebRTC.
 Yes No
18. Allow video connections between users via the internet and the State's network.
 Yes No

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.8 VIDEO CONFERENCING SERVICE – DESIRED (See Section 3.2.1.2)

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.9 AUDIO CONFERENCING SERVICE – REQUIRED (See Section 3.2.2.1)

The Proposer shall indicate compliance in supporting each of the following items and shall provide the required information.

1. Enable the host and attendees to dial-in to a conference call via a Contractor-provided toll-free access number for participant calls originating in the United States. Toll free calling shall be suppressed unless specifically requested by the ordering agency.
 Yes No
2. Provide the host the ability to determine whether the conference is a one-way sharing of information or interactive with far-end sites actively participating.
 Yes No
3. Provide a web admin dashboard for each account.
 Yes No
4. Provide the ability to record in the cloud or on the desktop.
 Yes No
5. Provide simultaneous playback connections for recording stored in the cloud.
 Yes No
6. Provide one (1) or more administrators for each account.
 Yes No
7. Have the ability to handle up to twenty-five (25) participants in an audio conference.
 Yes No
8. The Proposer's service offering shall comply with the latest relevant standards by ITU and other regulatory agencies.
 Yes No
9. The Proposer's service offering shall be HIPAA compliant.
 Yes No

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.10 AUDIO CONFERENCING SERVICE – DESIRED (See Section 3.2.2.2)

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.11 VIDEO CONFERENCING SERVICES – BUNDLED FEATURES (See Section 3.2.3.1)

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.12 AUDIO CONFERENCING SERVICES – BUNDLED FEATURES (See Section 3.2.3.2)

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.13 FEDRAMP SERVICE OFFERING (See Section 3.2.5)

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.14 SERVICE INTERVALS (See Section 3.3.1)

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.15 MAINTENANCE NOTIFICATIONS (See Section 3.4.1)

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.16 TRAINING AT NO COST (See Section 3.5)

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.17 TRAINING AT COST (See Section 3.5)

7.0 RESPONSE FORMS
7.2 OTHER RESPONSE FORMS
7.2.18 CUSTOMER SERVICE (See Section 3.7)

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.19 SECURITY – OFFICE OF TECHNOLOGY SERVICES (See Section 3.9.1)

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

_____ YES _____ NO

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.20 SECURITY – LOUISIANA DEPARTMENT OF REVENUE (See Section 3.9.2)

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

_____ YES _____ NO

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.21 VALUE-ADDED BENEFITS AT NO COST - VIDEO CONFERENCING SERVICE (See Section 3.11.1)

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

**7.2.22 VALUE-ADDED BENEFITS AT ADDITIONAL COST – VIDEO CONFERENCING SERVICE
(See Section 3.11.1)**

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.23 VALUE-ADDED BENEFITS AT NO COST - AUDIO CONFERENCING SERVICE (See Section 3.11.2)

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.24 VALUE-ADDED BENEFITS AT ADDITIONAL COST – AUDIO CONFERENCING SERVICE
(See Section 3.11.2)

7.0 RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.25 ELECTRONIC BILLING (See Section 6.2.5.3)

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

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

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

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address of authorized individual

Phone number of authorized individual

7.0 RESPONSE FORMS

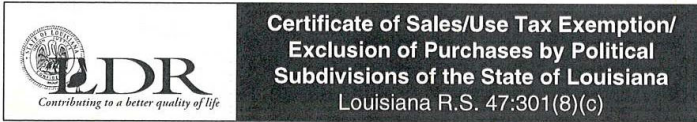
7.2 OTHER RESPONSE FORMS

7.2.27 CREDIT CARD PAYMENTS (See Section 6.2.6.2)

Attachment A – Request for Proposal (RFP)
RFx No. 3000021443 Title: Video Conferencing and Audio Conferencing Services Rebid

8.0 APPENDIX
8.1 TAX EXEMPTION STATUS (See Section 4.2)

R-1056 (10/07)



PLEASE PRINT OR TYPE.

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

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

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

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

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

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

8.0 APPENDIX

8.2 OTS INFORMATION SECURITY REQUIREMENTS (See Section 3.9.1)

Contractor's personnel will comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/oa/ots/about-us/infosec> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security, within twenty-four (24) hours of discovery.

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

Safeguarding Confidential and Restricted Information

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

- An information security program that defines implements, and reviews information security policies and procedures.
- Policies that prohibit the unauthorized disclosure of Confidential and Restricted Information and requesting, on an annual basis, confirmation from Contractor personnel that they have read such policies.
- Processes to encrypt Confidential Information stored on Contractor-provided laptop and desktop computers (using BitLocker Drive Encryption – full disk encryption); processes and security settings to protect Confidential Information stored on Contractor-provided mobile devices (e.g., iPhone and BlackBerries®), such as time out values, PINs, automatic device wipe after a specified number of invalid log-on attempts, and remote wipe capability; and issuing encrypted USB drives to Contractor personnel for use in transferring Confidential Information.
- Training and awareness programs for personnel related to information security policies, information protection standards, and privacy. Additionally, from time to time, publishing privacy and security-related alerts or reminders by standard Contractor internal communication channels.
- Limiting physical access to Contractor offices through the use of one (1) or more of conventional locks, electronic locks, security guards, identification badges, visitor control programs, and video surveillance programs.
- Anti-virus protection programs (e.g., McAfee), including, centrally managed, commercially available anti-virus software on Contractor-provided computers to which updates are released

Attachment A – Request for Proposal (RFP)

RFx No. 3000021443 Title: Video Conferencing and Audio Conferencing Services Rebid

as they become available from anti-virus software vendors, and a virus containment process that defines responsibilities and outlines procedures.

- Network servers in Contractor's data centers that employ a variety of industry-accepted procedures and tools that are designed to safeguard portions of the network and servers within the data centers. These include combinations of the following:
 - Restricting both physical and network access to authorized users
 - Restricting physical access by card-key control systems
 - Network-based intrusion prevention system
 - Firewalls to segment networks
 - Vulnerability assessment processes and tools
 - Change management procedures
 - Patch management processes and tools
 - Periodically backing-up data that is maintained on Contractor network servers, including processes to encrypt back-up media and to store back-up media off-site
 - Server operating system hardening as appropriate
- Periodic review and update of internal Contractor information security policies and procedures.
- Incident Response processes containing escalation procedures for contacting State and Information Security resources.
- Sanitize any decommissioned or inoperable storage, media, disk, or drive containing any of the State's systems, data, applications, or configurations in compliance with NIS TSP 800-8842.
- Access to State resources requires the following: Contractor personnel connecting to State computing systems and resources shall only be in the performance of the agreed-upon Services.
- Contractor personnel **shall not** knowingly (unless otherwise expressly agreed to by the parties as a function of the Services, or authorized in writing by the State's Information Security Team):
 - Access or attempt to access the State's Confidential or Restricted Information for any purpose outside of the scope of such Services;
 - Connect personal (i.e., non-work related or Contractor-provided) devices to the State's network;
 - Attempt to alter or circumvent any State security controls safeguarding the State's network (e.g., authentication processes, access controls, firewall controls, web site blocking controls, etc.);
 - Install, execute, or modify software, equipment or peripherals on (or remove software, equipment or peripherals from) the State network;
 - Install or disseminate malicious code (including computer viruses, worms, and Trojan horses) on the State network;

Attachment A – Request for Proposal (RFP)

RFx No. 3000021443 Title: Video Conferencing and Audio Conferencing Services Rebid

- Conduct discovery or vulnerability scans of State networks, applications, or computing systems.; or
- Share or disclose any access code or password provided by, or generated on behalf of, the State to Contractor personnel for such access.
- Contractor-provided computer workstations or laptops used to access the State's computing systems and resources will:
 - have commercial anti-virus software installed and configured to automatically signature updates released from the anti-virus software vendor while such computers are connected to Contractor's network or alternatively, in the event that Contractor personnel do not connect their computers to Contractor's network over a certain period of time, while such computers are connected to the Internet;
 - have security software patches installed on such computers, which patches, by the determination of Contractor's Information Security Office, are reasonably necessary to safeguard such computers from access by unauthorized third parties or from outside threats to the integrity and confidentiality of information residing on such computers;
 - have firewall software installed and operating on such computers while such computers are connected to the Internet;
 - have access controls designed to restrict access to such computers to authorized individuals;
 - have 128-bit (or better) Advanced Encryption Standard (AES) file-level encryption enabled, which is configured to automatically verify encryption status; and
 - have an automatic daily back-up of standard directories and files.
- All Contractor personnel shall review the terms and requirements of this appendix prior to accessing State resources.
- The State will provide Virtual Private Network (VPN) access to Contractor personnel in order for them to perform development, testing, and production support activities in a timely manner.
- Remote access will be provided on a twenty-four (24) hours a day, seven (7) days a week basis for the Contractor's project team during the duration of the project. The Contractor is responsible for planning around the State's reoccurring (planned and emergency) network and system maintenance, upon the State's communication of the same to Contractor, in order to confirm agreed upon Service timelines and deliverables are not impacted.
- Contractor personnel requiring access to production environments to investigate, and analyze production issues, must submit an access request to the State Security team. The State Security team will review, approve/disapprove and grant/deny access to the production environment.
- Contractor shall submit an access request for all resources requiring access to State resources. Access requests shall minimally contain:
 - Full Name of Contract Resource
 - Assigned Job Title
 - Physical Location (City, State, Country of resource's current Contractor office)
 - Specific System and Application Access Required (System, Application, or Database)
 - Tentative End of Contract Date (to be extended as needed via additional notification)

- Remote Access Required (yes or no)
- Contractor shall submit a termination notice to the State, including the full name of Contractor personnel who leave its employ and last day worked, in a timely manner not to exceed forty-eight (48) hours from termination of that Contractor personnel's last day worked.
- All Contractor personnel must safeguard Confidential and Restricted information in accordance with the requirements described in this appendix.
- The State's Information Security Team will review all Contractor access request and provide approval prior to Contractor personnel being granted access. In the event the Contractor's access request is denied, the State's Information Security Team will provide written justification for review by the Contractor.

The State's data shall only be stored through the Contractor services within the United States.

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

Data Management

- The State will not provide Contractor personnel with access to CJI, or PII data except as set out in the applicable Statement of Work (SOW) or otherwise requested in writing by the Contractor-assigned Project Manager. (This may include, for example, requesting access to the State production environment for investigating potential defects identified during the Warranty Period.) For development and testing purposes, State will provide the Contractor personnel de-identified data that is representative of production data but that does not contain CJI, PII data.
- State agrees: (i) not to disclose any CJI or PII or other applicable Restricted Information to Contractor, if such disclosure would violate any applicable law, rule or regulation; (ii) not to request Contractor to use or disclose CJI or PII or other applicable Restricted Information in any manner that would not be permissible under any applicable law, rule or regulation, if such use or disclosure were done by State; and (iii) to disclose to Contractor only the minimum amount of CJI or PII data (if any) reasonably necessary for Contractor to perform agreed-upon Services under the applicable SOW; and (iv) where practicable and commercially reasonable, to de-identify any such CJI or PII data before making it available to Contractor.
- Agreed upon Services may require system testing to be performed in non-production environments that are utilized by the Contractor. Testing is controlled through the usage of de-identified or "mock data". "Mock Data" is data created by the Contractor and does not contain PII, CJI, or similarly regulated Restricted Information.

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- If requested by the State, Contractor may be authorized to perform de-identification of production Restricted Information utilizing a State-approved documented process and a State-owned workstation. This type of de-identification request must be processed through the change order procedures.
- Contractor shall implement security measures such that non-production environments under Contractor's full control, do not contain Restricted Information unless provided with written authorization from the State's Information Security Team as an exception. If the State has access to enter data, the State is responsible for such data entry to not contain Restricted Information, such as in the User Acceptance Training (UAT) or Training environments.
- The State will limit Restricted Information it provides to Contractor (or otherwise makes available to Contractor) to only that which is reasonably necessary to allow Contractor to provide the agreed-upon Services.
- The Contractor will provide the State with a list of Contractor personnel who are authorized to receive or have access to State resources (systems, applications, and databases). The Contractor will maintain and update the access lists as needed.
- Disclosure of Confidential or Restricted Information by State to Contractor shall utilize appropriate security measures by State, including data encryption, to maintain protection of Confidential or Restricted Information being transferred to Contractor by State, and as required by applicable information protection laws.
- The State will promptly notify the Contractor's Lead Engagement Partner in the event it becomes aware that Restricted Information has been disclosed to Contractor inadvertently or otherwise.
- The State will be responsible that the State legacy systems required to integrate or share data with applications or systems within the scope of the agreed-upon Services, shall not expose non-production environments to Restricted Information.

Secure Development

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

- Working with the State's Information Security Team to require additional application or system-specific Information Security requirements are captured and agreed upon prior to initiating development or technology implementation through the set requirement and design sessions. State's Information Security Team shall actively participate in applicable requirement and design sessions and review such deliverables.
- Performing an Application Risk Assessment that will be presented to the State's Information Security Team prior to production implementation.
- Operationally embedding methods for testing and validating the application and system security within the development process. Contractor shall provide methods for all developers and testers to independently run both static and dynamic security testing as part of each development or test cycle.
- Requiring and validating that all input or files provided by the target end-user are validated and filtered via server-side processes prior to processing in order to prevent code injection and improve data integrity.

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RFX No. 3000021443 Title: Video Conferencing and Audio Conferencing Services Rebid

- Requiring and validating all system to system or application to application communication requires authentication and agreed upon secure protocols.
- Requiring and validating passwords are not stored in clear text in any configuration file, source code (compiled or otherwise), or database.
- Requiring and validating web application user session state is dynamic and appropriately managed to utilize currently accepted industry standards, in order to successfully prevent an unauthorized individual the ability to bypass authentication controls by “hijacking” a valid session.
- Requiring applications integrate with the State’s Microsoft Active Directory (AD) and Identity Management (IAM) solutions in such a way that internal State users seamlessly authenticate and are not presented with a log-on form, if single sign-on is applicable to the scope of the agreed-upon Services and/or set out in the applicable SOW.
- Requiring application or system roles and permissions are managed by the State’s AD and IAM solutions.
- Requiring and validating all applicable applications employ Transport Layer Security (TLS) when transmitting Restricted Information.

Secure System Administration and Maintenance

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

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

General Requirements

- In the actual or reasonably suspected event, the Contractor personnel has materially violated the terms or requirements of this appendix, the State shall be entitled to take action to disable or prevent access to such Contractor personnel until the violation can be investigated and resolved. The State shall notify the Contractor PM within eight (8) hours and provide a written status of the violation and the estimated time of unavailable access. The Contractor agrees that access restrictions resulting from a Contractor personnel's actual or reasonably suspected material violation of the terms or requirements of this appendix causing delay or cost for Contractor will not increase the cost of Services for the State. In the event that the suspected event was not an actual violation, any such delay may require a change request to enable Contractor to meet the work plan, and any SLAs not met due to the unavailability of access will be waived.
- System or Application vulnerabilities discovered by the State (or individuals designated by the State) shall be addressed by the Contractor in a timely manner, not to exceed sixty (60) days, at no additional cost to the State.
- Contractor shall work with the State's designated resources to produce any documentation required to facilitate an Audit (internal or external) of State when needed, in an urgent manner. If the estimated effort is above twenty (20) hours for the individual audit request, the State will process a change request to continue Contractor support.
- Contractor shall make available, once per year, to the State a copy of a SOC 2 / Type II assessment if Contractor has obtained such an assessment for its services. If the Contractor has not obtained a SOC 2 / Type II assessment for its services, the State may provide to the Contractor a security assessment questionnaire related to the Contractor Services, which the Contractor will accurately and promptly complete. All Third-Party Reports or information accessed by or otherwise disclosed to the State in connection with any such review shall be considered Confidential Information of the Contractor.
- The State may request records from the Contractor and submit a security assessment questionnaire required to satisfy required Criminal Justice Information Services (CJIS) audit compliance on a minimal tri-annual basis to ensure compliance with CJIS Security Requirements as promulgated by the Federal Bureau of Investigation (FBI).
- The State shall have the opportunity, every five (5) years, to perform a national fingerprint-based records check on Contractor employees with access to the State restricted data for eligibility determination for such access.
- In response to evolving technologies, industry standards, and marketplace expectations, from time to time Contractor may upgrade or modify the processes and controls that it is required to maintain hereunder. Contractor shall not be in breach of this appendix or any SOW as a result of any such change, provided that such change does not materially diminish the overall level of information security afforded to Confidential or Restricted Information by the processes and controls described hereunder. Any change to technology or processes previously reviewed and approved by the State's Information Security Team require appropriate notification and prior written approval from the State's Information Security Team in addition to the Contractor's documented validation and testing of the newly proposed technology or process.

Additionally, the Contractor shall:

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

8.0 APPENDIX
8.3 SAFEGUARDING FEDERAL TAX INFORMATION (See Section 3.9.2)

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

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

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

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

Publication 1075 Safeguarding Contract Language

I. PERFORMANCE

- (1) In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:
- (2) All work will be performed under the supervision of the Contractor.
- (3) The Contractor and Contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The Contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (4) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the Contractor or the Contractor's officers or employees authorized is prohibited.

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- (5) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (6) The Contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the Contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the Contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- (7) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- (8) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (9) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- (10) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
- (11) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the Contractor shall assume toward the Subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all the same obligations, duties and responsibilities which the Contractor assumes toward the agency under this contract.
- (12) In addition to the Subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the Subcontractor, and the Subcontractor is bound and obligated to the Contractor hereunder by the same terms and conditions by which the Contractor is bound and obligated to the agency under this contract.
- (13) For purposes of this contract, the term "Contractor" includes any officer or employee of the Contractor with access to or who uses FTI, and the term "Subcontractor" includes any officer or employee of the Subcontractor with access to or who uses FTI.
- (14) The agency will have the right to void the contract if the Contractor fails to meet the terms of FTI safeguards described herein.

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of a Contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and

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to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

- (2) Each officer or employee of a Contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.
- (3) Each officer or employee of a Contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (4) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (5) Granting a Contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A Contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a Contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the Contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

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

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8.0 APPENDIX

8.4 SAMPLE USAGE REPORT (See Section 6.2.7)

Contractor shall provide semi-annual usage reports. At a minimum, the reports shall include the Contract number, from and to dates, user agency name, invoice number, purchase order date, service category, quantity, and unit cost per service category. The semi-annual usage reports shall be submitted on the fifteenth (15th) day of January and the fifteenth (15th) day of July.

Contract Number			To and From Dates		
User Agency Name	Invoice Number	Purchase Order Date	Service Category	Quantity	Unit Cost
					\$
					\$
					\$
					\$
					\$
					\$
Total					\$

8.0 APPENDIX
8.5 AFFIDAVIT (See Section 6.2.12)

AFFIDAVIT

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

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

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

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

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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: _____