REVISED 8/4/11

* **1.0 SCOPE**

Note to Product Specialist: It is not necessary to insert any text under this heading.

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

Instructions to Product Specialist:

This is a complete description of the equipment, system, or service to be provided, or of the work to be performed. The description should include sufficient information so as to allow the potential bidder to determine if he will participate in the bid process. Other items to be considered for inclusion in this section include the following:

Equipment _____ Service _____ System _____
Installation _____ Drop-Ship_____ Maintenance _____
Purchase _____ Rental _____ Lease _____
Commission _____ Other _____
Statewide_____ Regional_____ LATA _____ Other ____
Convenience Contract _____ Single Project _____
One-Year Contract _____ Multi-Year Contract _____
Functional _____ Proprietary _____
Multiple Awards _____ Primary & Secondary Awards _____

* The Contractor shall participate in the "E-Rate" program on the behalf of all qualified State entities and for qualified services as required.

* **1.2 NON-EXCLUSIVE CONTRACT**

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

1.3 GUARANTEE OF QUANTITIES OR CONTRACT USE

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

<u>or</u>

Quantities that may be used in this bid document are for evaluation or informational purposes only. While previous contract purchases totaled approximately $_____, the State does not guarantee that these quantities or dollar volumes shall be purchased from the contract.

or

Quantities used in this bid document are the quantities anticipated to be purchased.

* 2.0 BID RESPONSE PREPARATION/SUBMITTAL INSTRUCTIONS

Note to Product Specialist: It is not necessary to insert any text under this heading.

* 2.1 DEFINITIONS

* Bid Document - for the purposes of this document, is defined as the document used to solicit bids or proposals and may mean either an Invitation to Bid (ITB) or a Request for Proposals (RFP).

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

* Bidder - for purposes of this document, is defined as a person who submits a bid in response to an ITB or a proposal in response to an RFP.

* Contractor - means any person having a contract with a governmental body.

* E-Rate – means "Education" Rate; in accordance with provisions in the Universal Service Fund Order FCC 97-157, telecommunications service providers may be required to provide services to schools, libraries, and rural hospitals at discounted rates. The service provider shall be required to bill the schools, libraries, and rural hospitals at the discounted rates and shall bill the Universal Service Fund for the balance of the rate.

* OTM – means the Office of Telecommunications Management.

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

Primary Contractor (Optional) – means the bidder selected to be the "Contractor of choice" to deliver services solicited in this bid document.

Secondary Contractor (Optional) – means the bidder 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 OTM or to address specific coverage requirements not adequately supported by the primary Contractor.

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

* Shall - denotes a mandatory requirement, per Louisiana Revised Statute 39:1556 (24).

Instructions to Product Specialist: Other definitions that are specific to the bid may be included in this section. Some standard definitions are available from the OTM Procurement Officer, but these must be reviewed for appropriateness and accuracy by the Product Specialist. It is acceptable to incorporate by reference a book or other publication that includes the definitions you wish to define within this bid document. This book or publication should be recognized by the industry as a reference source. The title, author, publication date, and section, if applicable, shall be stated herein.

* 2.2 CALENDAR OF EVENTS

Release Bids:	_____
Pre-Bid Site Inspection: (optional)	_____
Pre-Bid Conference: (optional)	_____
Deadline to Receive Inquiries: (optional)	_____
Deadline to Answer Inquiries: (optional)	_____
Bid Opening:	_____10:00 AM Central Time

NOTE: The State reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to this bid document.

2.3 BID DOCUMENT INQUIRIES (OPTIONAL)

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

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the bidder, clearly cross-referenced to the relevant solicitation section. All inquiries must be received by the close of business on 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 entertained.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Office of State Purchasing
Attention: _____
P. O. Box 94095
Baton Rouge, LA 70804-9095

1201 North Third St.
Claiborne Bldg., Suite 2-160
Baton Rouge, LA 70802

E-Mail: _____@la.gov

Phone: (225)342-____/ Fax: (225)342-8688

A copy of such inquiry should be delivered to:

Office of Telecommunications Management
Attention: _____

Mailing Address:
P.O. Box 94280
Baton Rouge, LA 70804-9280

Courier Delivery Address:
150 Third Street, 10th Floor, Room 1014
Baton Rouge, LA 70801

E-Mail: _____@la.gov
FAX: (225) 342-7984

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

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

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

Vendor self-enrollment in LaPAC was disabled November 15, 2010. All vendors are to now register in the LaGov portal. Registration is intuitive at the following link:
https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg and help scripts are available on OSP website under vendor center at http://www.doa.louisiana.gov/osp/vendorcenter/regnhelp/index.htm

2.4 PRE-BID CONFERENCE (OPTIONAL)

All bidders submitting a bid response shall attend a pre-bid conference at the appointed site and date specified in the Calendar of Events Section 2.2. It shall be the responsibility of the bidder to sign a roster at the pre-bid conference. Failure to sign the roster at the pre-bid conference shall result in a rejection of the bid response.

or

Bidders are encouraged to attend a pre-bid conference at the appointed site and date specified in the Calendar of Events section.

or

Bidders are encouraged to attend a pre-bid conference at the State Office Building, 150 Third Street, 12th Floor Conference Room, Baton Rouge, Louisiana, at the date and time specified in the Calendar of Events Section.

2.5 PRE-BID SITE INSPECTION (OPTIONAL)

All bidders submitting a bid response shall perform a pre-bid inspection at the appointed site and date specified in the Calendar of Events section. The site visit is expressly intended to provide bidders with the opportunity to determine the degree of difficulty of the job as described in the scope statement. It shall be the responsibility of the bidder to sign a roster at the site inspection. Failure to sign the roster at the site inspection shall result in a rejection of the bid response.

or

Bidders are encouraged to attend a pre-bid site inspection at the appointed site and date specified in the Calendar of Events section. A site visit is expressly intended to provide bidders with the opportunity to determine the degree of difficulty of the job as described in the scope statement.

or

It is recommended that all bidders submitting a bid response perform a pre-bid site inspection. The site visit is expressly intended to provide bidders with the opportunity to determine the degree of difficulty involved with completing the project. To schedule an inspection, the bidder may contact _____ at telephone number _____.

2.6 NUMBER OF COPIES SUBMITTED

Each bidder shall submit one signed original and should submit three copies of the bid response, as well as one (1) redacted copy, if applicable. (See Section 2.10)

* 2.7 DELIVERY OF BID RESPONSES

This bid document is available in electronic form at the Office of State Purchasing's LaPAC website:

http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp

It is available in PDF format or in printed form by submitting a written request to the bid document Contracting Officer with the Office of State Purchasing. This document is **NOT** available electronically in WORD format.

It is the bidder's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. The Office of State Purchasing is not responsible for a bidder's failure to download any addenda documents required to complete a bid.

All bid responses shall be received by the Office of State Purchasing **no later than the date and time shown in the Calendar of Events.**

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

- Bid Document Name: _____*Identify*
- File Number:_____ *Identify*, Solicitation No. _____*Identify*
- Bid Document Opening Date: _____*Identify* 10:00 AM Central Time

Bidders are hereby advised that the U.S. Postal Service does not make deliveries to the Office of State Purchasing's physical location.

Bid responses may be mailed through the U.S. Postal Service to:

Office of State Purchasing
P. O. Box 94095
Baton Rouge, LA 70804-9095

Bid responses may be delivered by hand or courier service to:

Office of State Purchasing
1201 North 3rd Street
Suite 2-160
Baton Rouge, LA 70802

The Bidder is solely responsible for ensuring that his courier service provider makes inside deliveries to the Office of State Purchasing's physical location. The Office of State Purchasing is not responsible for any delays caused by the bidder's chosen means of bid response delivery. The bidder should be aware of security requirements for the Claiborne Building and allow time to be photographed and presented with a temporary ID badge.

The bidder is solely responsible for the timely delivery of his bid response. Failure to meet the bid opening date and time shall result in rejection of the bid response.

Publicizing Awards. In accordance with L.A.C. 34:I.535, unsuccessful bidders shall be notified of the award provided that they submit a self-addressed stamped envelope requesting this information with their bid.

2.8 PROPOSED SPECIAL BILLING ARRANGEMENT/CUSTOM TARIFF (OPTIONAL)

If applicable, the bidder should include with the bid response a copy of the Special Billing Arrangement/Custom Tariff (SBA/CT) that the bidder would be required to file with the Public Service Commission (PSC) and/or the Federal Communications Commission (FCC) in order to comply with the bid response, this bid document, and the contract, if awarded the contract. This SBA/CT shall be reflective of and shall not contradict in any manner any of the mandatory terms and conditions of the bid document or the prices and services offered in the bid response. If the bidder is awarded the contract, the bidder shall file this exact SBA/CT with the PSC and/or the FCC as soon as possible and in accordance with the PSC's and/or the FCC's guidelines governing the filing of an SBA/CT. If the bidder is awarded the contract, the bidder shall agree that the SBA/CT shall not be amended during the term of the contract without prior notice to and written

approval of OTM and the Office of State Purchasing. If the amendment to the SBA/CT contradicts, modifies, or nullifies the terms, conditions, and/or prices of the contract, the State shall be entitled to cancel the contract with thirty days written notice and seek liquidated damages from the Contractor as appropriate and/or forfeiture of all or part of the performance guarantee, as applicable.

The bidder should indicate in Section 7 if an SBA/CT is required to be filed, which regulatory bodies (PSC and/or FCC) require the filing, and how many days it would take the bidder to file the SBA/CT after notification by the State of intent to award the contract to the bidder. The bidder should also provide a copy of the proposed SBA/CT with the bid response. If the bidder does not provide this documentation and/or information with the bid response, OTM shall request the documentation and/or information after the bid response is received. If the bidder cannot provide the documentation and/or information by the deadline requested by OTM, the bid response shall be rejected.

* 2.9 JOINT BID RESPONSES

A joint bid response (two or more bidders quoting jointly on one bid response) may be submitted, and each participating bidder shall sign the joint bid response. If the contract is awarded to joint bidders, there shall be one contract issued to the joint bidders. Each joint Contractor shall agree to take necessary action to ensure that all the obligations of the contract are met. Specifically, in the event the State determines that one or more of the joint Contractors has not met the obligations under the contract, the other joint Contractor shall take necessary actions to ensure that the obligations of the contract are met at no additional cost to the State and with the understanding that if a replacement Contractor is utilized, the replacement Contractor shall comply with all terms and conditions of the bid document and contract. Further, in the event the State requires a performance guarantee, the joint bidders shall submit a single performance guarantee issued in the names of all joint bidders. In the event any of the joint Contractors do not meet the performance requirements, the State shall have the option to make claim up to the limit of the guarantee. The joint Contractors shall also designate, in writing, one 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.

2.10 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 your bid response. The cost portion of your bid response shall not be considered confidential under any circumstance. Any bid response 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. Bidders 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 bidder at the time of submission of its Technical bid response. Bidders should refer to the Louisiana Public Records Act for further clarification.

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

"The data contained in pages _____of the bid response 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 Bidder as a result of or in connection with the submission of this bid response, 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 bidder, without restrictions."

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

Bidders shall be prepared to defend the reasons why the material should be held confidential. If a competing bidder or other person seeks review or copies of another bidder's confidential data, the State shall notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it shall agree to indemnify the State and hold the State harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the State to disclose the information. If the owner of the asserted data refuses to indemnify and hold the State harmless, the State may disclose the information.

The State reserves the right to make any bid response, 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 bid response. 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 their participation in these evaluations.

If the bidder's response contains confidential information, he should also submit a redacted copy along with his bid response. If the bidder does not submit the redacted copy, he shall be required to submit this copy within 48 hours of notification from the Office of State Purchasing. When submitting his redacted copy, the bidder 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.

2.11 BID OPENING (OPTIONAL)

Note to Product Specialist: This section is not applicable to ITB's.

Bid responses shall be opened publicly at the Office of State Purchasing at the date and time indicated in Calendar of Events, Section 2.2. Only names of the bidders submitting bid responses shall be read.

2.12 SIGNATURE AUTHORITY

ATTENTION: R. S. 39:1594(C)(4) requires evidence of authority to sign and submit proposals to the State of Louisiana. Please indicate within the bid response which of the following applies to the signer of this bid.

1. The signer of the bid is either a corporate officer who is listed on the most current annual report on file with the secretary of state **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the secretary of state. **A copy of the annual report or partnership record must be submitted to the Office of State Purchasing before contract award.**

2. The signer of the bid is a representative of the bidder authorized to submit this bid as evidenced by the corporate resolution **or** certification as to corporate principal. **If this applies a copy of the resolution or certification must be attached hereto.**
3. The bidder has filed with the secretary of state an affidavit **or** resolution **or** other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. **A copy of the applicable document must be submitted to the Office of State Purchasing before contract award.**

4. The signer of the bid has been designated by the bidder as authorized to submit bids on the bidder's vendor registration on file with the Office of State Purchasing.

2.13 BID RESPONSE VALIDITY

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

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

Note to Product Specialist: The following section is only applicable to RFPs:

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

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's 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.louisianaforward.com/index_2.asp.

Bidders are encouraged to use Veteran and Hudson Initiative small entrepreneurships where sub-contracting opportunities exist. Ten percent (10%) of the total evaluation points on this RFP are reserved for bidders who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who have made a good faith effort to use one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.
For a good faith effort, written notification is the preferred method to inform Louisiana-certified Veteran Initiative and Hudson Initiative small entrepreneurships of potential subcontracting opportunities. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a current list of Hudson Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed

from http://wwwprd.doa.louisiana.gov/osp/lapac/Vendor/srchven.asp. Bidders may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "Small E".

Copies of notification to at least three certified Veteran Initiative and Hudson Initiative small entrepreneurships will satisfy the notification requirements. Notification must be provided to the certified entrepreneurships by the bidder in writing no less than five working days prior to the date of bid opening. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact.

Bidders who plan to use certified small entrepreneurships should include in their proposal the names of their 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. If a certified Veteran Initiative or Hudson Initiative small entrepreneurship was not selected, the bid should provide written justification of the selection process.

Bidders who plan to use certified small entrepreneurships should provide documentation to demonstrate their good faith subcontracting effort (i.e., phone logs, fax transmittal logs, letters, e-mails) in order to receive any reserved points.

In the event questions arise after an award is made relative to the bidder's good faith efforts, the bidder shall be required to provide supporting documentation to demonstrate his good faith subcontracting plan was actually followed. If it is at any time determined that the Contractor did not in fact perform his good faith subcontracting plan, the contract award or the existing contract may be terminated.

Contractors shall 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.
The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at http://www.legis.state.la.us/lss/lss.asp?doc=671504; and the statutes (R.S 39:2001 *et. seq.)* concerning the Hudson Initiative may be viewed at http://www.legis.state.la.us/lss/lss.asp?doc=96265. The rules for the Veteran Initiative (LAC 19:VII.Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at http://www.doa.louisiana.gov/osp/se/se.htm.

The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of Contractors.

Bidders should provide information concerning Veteran and Hudson Initiative participation in Section 7.2.1.2, Veteran and Hudson Initiative Programs.

or

Note to Product Specialist: The following language is optional for use in an ITB only. The Product Specialist should review the list of certified suppliers to determine if the commodity/service addressed in the ITB is feasible for participation.

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

The State of Louisiana Veteran and Hudson Initiatives small entrepreneurship programs are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Bidders that are not eligible for certification are encouraged to use Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships where sub-contracting opportunities exist. To be responsive to this solicitation, the bidder shall be either a Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship or have put forth a good-faith effort to use certified Veteran-Owned or Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships as sub-contractors(s). By signing and submitting this bid, the bidder certifies compliance with this requirement.

For a good faith effort, written notification is the preferred method to inform Louisiana certified Veteran Initiative and Hudson Initiative small entrepreneurships of potential subcontracting opportunities. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a current list of Hudson Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from http://wwwprd.doa.louisiana.gov/osp/lapac/Vendor/srchven.asp. You may

then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "Small E".

Copies of notification to at least three (or more) certified Veteran Initiative and Hudson Initiative small entrepreneurships will satisfy the notification requirements. Notification must be provided to the certified entrepreneurships by the bidder in writing no less than five working days prior to the date of bid opening. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact. If a certified Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship was not selected, the bidder must certify and maintain written justification of the selection process. The State reserves the right to request confirmation of this information at any time.

In the event questions arise after an award is made relative to the bidder's good faith efforts, the bidder will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the contractor did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Contractors will 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. *(Agencies should indicate their specific requirement, i.e. where to send information and when - with bid, after clear lien, etc.)*

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at http://www.legis.state.la.us/lss/lss.asp?doc=671504; and the statutes (R.S 39:2001 *et. seq.)* concerning the Hudson Initiative may be viewed at http://www.legis.state.la.us/lss/lss.asp?doc=96265. The rules for the Veteran Initiative (LAC 19:VII.Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at http://www.doa.louisiana.gov/osp/se/se.htm.

The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of contractors.

* 3.0 BID DOCUMENT REQUIREMENTS

Note to Product Specialist: It is not necessary to insert any text under this heading. As you review the following sections, keep in mind that you will need a way to evaluate each bidder's compliance with your bid document's requirements. For example, if you use Section 3.1.1, you will need to develop response pages in

Section 7 which the bidders can use to supply the information requested. In Section 3.2, you may need to request manufacturer's technical literature, technical manuals, or other documentation to assist you in determining compliance with the technical requirements or desirables. In Section 3.3, you may want to request a copy of an implementation plan, a list of the manufacturer's standard tests, or an escalation list for emergency repairs, for example. You should request documentation as appropriate in as many sections as needed. After identifying the type of documentation requested, use this statement:

The bidder should provide this documentation with the bid response. If the bidder does not provide the documentation with the bid response, OTM may request the documentation after the bid response is received. If the bidder cannot provide the documentation by the deadline requested by OTM, the bid response shall be rejected.

* 3.1 BIDDER REQUIREMENTS

A. COMPLIANCE WITH CIVIL RIGHTS LAWS

By submitting and signing this solicitation, the bidder agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal 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 Act of 1975, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and shall render services under any contract entered into as a result of this solicitation, without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

B. CERTIFICATION OF NO SUSPENSION OR DEBARMENT (OPTIONAL)

Note to Product Specialist: This section should be included in every bid document for $25,000 or more.

By signing and submitting any bid for $25,000 or more, the bidder certifies that his 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.

A list of parties who have been suspended or debarred can be viewed via the internet at http://www.epls.gov.

C. RIGHT TO PROHIBIT AWARDS OR PROCUREMENT

In accordance with the provisions of R.S. 39:2182, 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 of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.1.1 BIDDER QUALIFICATIONS (OPTIONAL)

Instructions to Product Specialist:

If the bid document is an ITB, the Product Specialist shall list the following as minimum mandatory requirements. Product Specialists must be sure that the minimum requirements are not too restrictive; i.e., that at least three to five bidders can meet or exceed the minimum level of qualifications chosen. For RFP's, bidder qualifications may be listed as desirables and weighted accordingly.

-Years in Business
-Number of Systems Installed, or
-Number of Similar Contracts

The submittal of references may be mandatory or may be desirable. OTM shall contact the references to determine the bidder's experience, qualifications, and ability to meet contractual requirements. Other standard questions may be asked. A sample questionnaire is available from the OTM Procurement Officer.

Examples of RFP language that may be included:

* The Contractor shall participate in the "E-Rate" program on the behalf of all qualified State entities and for qualified services as required, and should document his participation on the form in Section 7.

The State desires that the bidder has been in the business of _____ (installing, installing and maintaining, providing, etc.) (the brand of _____, name of service, etc.,) being bid for an extended period of time. The bidder should complete the form provided in Section 7.

and/or

The bidder shall supply _____ ( ) user references other than the State of Louisiana for _____ (system or equipment) being bid. These references shall utilize the same brand and models of _____ (system or equipment) being bid in this bid document and shall have been installed by the bidder and should have been installed within the last year prior to the bid opening date. If bidder has not installed at least _____ ( ) of the same brand and model of _____ (systems or equipment) being bid, the bid response shall be disqualified. Bidder should complete the form provided in Section 7.

If the bidder does not provide the documentation with the bid response, OTM shall request the documentation after the bid response is received. If the bidder cannot provide the documentation by the deadline requested by OTM, the bid response may be rejected.

or

The bidder shall supply _____ ( ) user references other than the State of Louisiana for the _____ service being bid. These references shall utilize _____ services provided by the bidder and should have been using these services for at least _____ ( ) year(s) prior to the bid opening date. If the bidder has not provided at least _____ ( ) customers with the service being bid, the bid response shall be disqualified.

The bidder should complete the form provided in Section 7. If the bidder has not provided at least _____ ( ) customers with the service being bid, the bid response shall be disqualified.

If the bidder does not provide the documentation with the bid response, OTM shall request the documentation after the bid response is received. If the bidder cannot provide the documentation by the deadline requested by OTM, the bid response shall be rejected.

or

The State desires the bidder supply _____ ( ) customer references for the (equipment or service) being bid. The State desires that the bidder submit references other than any associated with the State of Louisiana. The State desires references which are of similar size, scope, and complexity to this bid document. The State shall contact the references to determine the bidder's qualifications, experience, past and present performance, and ability to meet contract obligations. Information received from the references shall be evaluated. The bidders should provide reference information on the forms in Section 7.

and

If more than _____ ( ) references are submitted, only the first _____ ( ) (same number) shall be evaluated. If any of the references cannot be contacted after three (3) call attempts, the bidder shall be contacted for assistance.

and/or

The State desires that the bidder's staff be fully qualified to install (and maintain) the (materials/equipment) and provide the services necessary for proper performance of the contract. The bidder should supply any and all certificates of training with the bid response for the employees who shall work on state projects. The State desires that all technicians assigned to work on state projects from the contract be (factory) certified/trained on the _____ (system or equipment) bid. The technicians utilized should be full-time employees of the bidder.

and/or

The State desires that the bidder's staff or subcontractor's staff be fully qualified to install and maintain the equipment and provide the services necessary for proper performance of the contract. The State desires that any subcontractors the bidder utilizes to provide the services described in this bid document be authorized dealers of the brand of equipment being bid. The bidder should provide a list of authorized dealers/subcontractors who shall provide services described in this bid document. The bidder should provide information regarding the levels of certification and types of training held by the bidder's, authorized dealers', and/or subcontractors' staffs. This information should be provided on the forms in Section 7.

and/or

The State desires that all employees working on state projects have adequate industry standard training and ample experience in order to accomplish the work assigned to them. This training should include but not be limited to: _____ (general installation practices, test equipment utilization, etc.) The State reserves the right to request and receive proof of training at any time during the term of the contract. The State reserves the right to remove any employee from a state project if the employee is deemed by the State to have inadequate training and experience to perform the task to which he or she is assigned.

a**nd/or**

The State highly desires that the successful bidder be the manufacturer of the brand of equipment being bid. If the bidder is not the manufacturer, the State desires that the bidder be an authorized dealer of the brand of equipment being bid.

and/or

The State desires that the bidder have state and local presence to support statewide coverage. The bidder should provide information regarding office locations, number of technicians at each location, spare parts depots and policies, etc., on the forms in Section 7.

and

Bidders are encouraged to supply relevant information concerning their qualifications to perform work under the contract and any value added benefits of their service offerings. This information should be provided in narrative form in Section 7 with the bid response.

3.2 TECHNICAL REQUIREMENTS

Instructions to Product Specialist:

This section includes all of the technical specifications for the equipment, system, service, etc. If using an ITB format, all technical specifications shall be mandatory. If using an RFP format, there shall be very few minimum mandatory technical requirements (these are used to set a standard of quality) or there shall be no mandatory technical requirements. There may be desirable technical features or functions.

* 3.3 EQUIPMENT/SERVICE PROVISION REQUIREMENTS

Note to Product Specialist: It is not necessary to insert any text under this heading.

If using an ITB format, all of the requirements deemed appropriate in Section 3.3 shall be mandatory. If using an RFP format, all or some of the requirements could be stated as desirables with appropriate weighting or could be negotiated with the apparent successful bidder before award and therefore would not be stated in mandatory language. The Project Manager should determine which items in Section 3.3 are desirable and which are not and should adjust the verbiage accordingly.

3.3.1 DELIVERY

The Contractor shall deliver the equipment FOB-Agency no later than _____ calendar days after receipt of the order.

or

The Contractor shall deliver and install all items on the purchase or release order, FOB-Agency, no later than _____ calendar days after receipt of the order.

or

The Contractor shall provide service to the ordering agency no later than _____ calendar days after receipt of the order.

or

See section 3.3.3, Installation, for delivery requirements.

or

See section 3.3.2.2, Implementation Plan, for delivery requirements.

3.3.2 IMPLEMENTATION (OPTIONAL)

Note to Product Specialist: It is not necessary to insert any text under this heading.

3.3.2.1 INTERFACE WITH COMMON CARRIER (OPTIONAL)

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

3.3.2.2 IMPLEMENTATION PLAN (OPTIONAL)

Within _____ calendar days of receipt of an OTM approved order, the Contractor shall prepare and submit to the OTM Project Manager for review and approval a system implementation schedule. The schedule shall include a milestone plan to show the orderly progression of events and cutover of the system to service, i.e., site survey, equipment delivery, installation of cable and equipment, notification to OTM confirming cutover date, system test, system training, system cutover, system performance, delivery of system inventory and documentation, and system acceptance. The preceding shall be expressed as dates, not as increments of time. Installation shall not begin until an implementation schedule has been received and approved by the OTM Project Manager. The implementation plan shall show the cutover date for the system, as agreed to by the Contractor, agency, and the OTM Project Manager. The delivery and system cutover dates shall be within the following intervals from the Contractor's receipt of the approved order.

State size and delivery/cutover intervals here (if applicable)

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

Note to Product Specialist: This section would normally be used in the acquisition of systems.

or

Due to the necessity for the gradual phasing in of users of the current contract to the new contract, there shall be two periods of time in which both contracts are in effect. These periods shall be known as transition periods during which new orders shall be placed with the new Contractor while service continues with the old Contractor. No new orders shall be placed with the old Contractor. These periods are anticipated to take approximately _____ ( ) calendar days each. At the end of the transition periods, service with the old Contractor shall be discontinued and all new and continuing orders shall be placed with the new Contractor.

or

Due to the necessity for the gradual phasing in of users of the current contract to the new contract, there shall be two periods of time in which both contracts are in effect. These periods shall be known as transition periods during which new orders may be placed with either Contractor at OTM's discretion. These periods are anticipated to take approximately _____( ) calendar days each. At the end of the transition periods, service with the old Contractor shall be discontinued and all new and continuing orders shall be placed with the new Contractor.

Note to Product Specialist: These sections would be used in the acquisition of a service where a previous contract exists.

or

A paragraph applicable to the particular acquisition.

3.3.3 INSTALLATION (OPTIONAL)

Note to Product Specialist: If this is a service bid, insert the following language:

There shall be a minimum service period of no more than thirty (30) consecutive calendar days. After a minimum service period expires, the State may terminate service without further obligation.

Note to Product Specialist: If this bid is not for services, it is not necessary to insert text under this heading.

3.3.3.1 PRE-INSTALLATION MEETING (OPTIONAL)

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

3.3.3.2 INSTALLATION INTERVAL (OPTIONAL)

The Contractor shall complete the installation within _____ calendar days of receipt of an approved order.

3.3.3.3 SITE RESTORATION (OPTIONAL)

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

3.3.3.4 TEST REQUIREMENTS (OPTIONAL)

Note to Product Specialist: The Product Specialist shall describe the tests that the Contractor is required to perform. These may be the manufacturer's standard tests plus any tests that OTM may require.

3.3.3.5 EXECUTION OF WORK (OPTIONAL)

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

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

3.3.4 SYSTEM CUTOVER (OPTIONAL)

The Contractor, agency, and OTM Project Manager shall agree on a date and time for cutover. The OTM Project Manager shall approve in writing that the Contractor can proceed with cutover.

3.3.4.1 CONDITIONS REQUIRED FOR OTM TO ACKNOWLEDGE CUTOVER COMPLETION (OPTIONAL)

Cutover shall not be considered complete until these conditions are met:

a. All equipment on the order has been delivered and installed.

b. All system(s) and all features are fully operational.

c. All system(s) have passed all manufacturer's system tests and/or all OTM's prescribed tests.

d. Agency users have received training, as designated.

e. Any other requirements as may be specified herein.

3.3.4.2 DISPOSITION OF EXISTING SYSTEM (OPTIONAL)

The OTM Project Manager shall be responsible for coordinating the disconnect and removal of the existing telephone system. The existing system shall be disconnected no earlier than one day after the scheduled cutover in the event of a flash cutover. In the event existing cable is used, the existing system shall be disconnected on the cutover date.

Dual service (half-tap), if required by the user agency, shall be requested by the OTM Project Manager on the central office circuits from the system test date until the disconnect date of the existing system.

3.3.4.3 ACKNOWLEDGEMENT OF CUTOVER COMPLETION (OPTIONAL)

The OTM Project Manager shall notify the Contractor in writing that cutover has been completed. Performance period shall begin upon date of cutover completion.

3.3.5 PERFORMANCE PERIOD (OPTIONAL)

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

Up-time percentage is computed by dividing the total hours (or fraction thereof) the system was available and functioning by the total hours (or fraction thereof) in the performance period. Downtime for each incident shall start from the time OTM contacts the Contractor's designated representative until the equipment is

returned to normal operating condition. Downtime is defined as the time a system has a critical problem as defined herein. The State shall maintain records to satisfy the requirements of the performance period.

Instructions to Product Specialist: If this section is included in the bid document, the term "critical problem" must be defined in Section 2.1, Definitions.

3.3.6 ACCEPTANCE DATE (OPTIONAL)

The day upon which a successful performance period is completed shall be known as the acceptance date, and warranty shall begin. The OTM Project Manager shall acknowledge in writing the date of acceptance.

3.4 MAINTENANCE REQUIREMENTS (OPTIONAL)

Maintenance shall mean that it is the responsibility of the Contractor to repair or replace defective parts (including parts and labor) at no additional charge to the State if a system is covered by a maintenance contract. Maintenance coverage shall be available 24 hours per day, 7 days per week.

Maintenance service for non-critical system problems, as defined in Section 2.1, Definitions, shall have a response time of two (2) business days.

Note to Product Specialist: Non-critical system problems shall be defined in Section 2.1., Definitions. Section 3.4.1 shall also be included in the bid document if procuring system maintenance.

Maintenance shall mean it is the responsibility of the Contractor to repair or replace defective parts (including parts and labor) at no additional charge to the State if a system is covered by a maintenance contract.

Maintenance coverage shall be available from 8 am to 5 pm, Monday through Friday.

3.4.1 EMERGENCY REPAIRS (OPTIONAL)

Note to Product Specialist: This section is mandatory if system maintenance is being procured.

Maintenance service for critical system problems as defined in Section 2.1, Definitions, shall have a response time of two (2) hours after notification of emergency nature trouble to initiate remote diagnostics and four (4) hours after notification to have a trained technician on site if the trouble cannot be cleared by remote diagnostics and repair.

The response time requirement shall be considered satisfied when a (manufacturer) trained technician has arrived on site. The State encourages the use of remote administration. However, this method shall not be used to extend required response times. Remote administration can be used to identify and clear problems. If the problem is not cleared by remote administration, response times remain in effect.

Note to Product Specialist: Critical system problems shall be defined in Section 2.1, Definitions.

3.4.2 MAINTENANCE CONTRACTS AND RENEWALS (OPTIONAL)

Upon expiration of the one (1) year warranty, the State may choose to enter into a maintenance contract (on a system-by-system basis). After the first year of maintenance and upon written notice by the State, each maintenance contract may be extended annually until the expiration of the maintenance portion of the contract.

3.5 TRAINING REQUIREMENTS (OPTIONAL)

Note to Product Specialist: The Product Specialist shall describe the types of training that the Contractor is required to provide at the time of installation/delivery and at other times during the life of the contract. Types of training may include on-site training at the agency for system administrators, training at OTM for Systems Projects staff, and/or training at the Contractor's or equipment manufacturer's location. Training may be required to be provided each time a system is installed or a service is connected. Training may be required to be provided if the equipment is upgraded or technologically enhanced.

3.6 DOCUMENTATION REQUIREMENTS (OPTIONAL)

Note to Product Specialist: The Product Specialist shall describe the types of documentation that the Contractor is required to provide at the time of installation/delivery and at other times during the life of the contract. Documentation may include installation manuals, operating manuals, programming manuals, manufacturer's technical literature, maintenance manuals, feature manuals, drawings, floorplans, user guides, etc. Documentation may be provided to OTM and/or the acquiring agency. Documentation may be required to be provided each time the equipment is upgraded or technologically enhanced.

* 4.0 PRICING SPECIFICATIONS

Note to Product Specialist: It is not necessary to insert any text under this heading.

4.1 PRICING SPECIFIC TO THE BID DOCUMENT

Instructions to Product Specialist:

This section should provide the bidders with a clear understanding of how they should respond to the bid document. This section tells the bidders if you are requesting unit purchase prices for individual equipment items, a total purchase price for a system, unit purchase prices for maintenance, installation, training, options, relocation fees, mobilization fees, programming/translation fees, manuals, cable/wire, expedite charges etc., monthly costs to the State for a service, or a percentage indicating a commission rate or a discount from the retail price list. Section 7, Bidder Pricing Pages, should reflect these items in the units requested. The order of these items and the items on the Bidder Pricing Pages should be in the same order as the items in the Technical Specifications.

Examples include:

The bidder shall provide a lump sum price to complete the entire project as described in this bid document. The lump sum price shall include all material/equipment, shipping (FOB Agency), labor, service charges, premise visits, travel, and training required to deliver and install all working components, and to warrant the equipment and labor for one year. The bidder should use the form(s) provided in Section 7.

or

The bidder shall provide a list of unit prices, installed and warranted for at least one year. "Installed" prices shall include all material/equipment, shipping (FOB Agency), labor, service charges, premise visits, and travel required to deliver and install the working component, and to warrant the equipment and labor for one year. Items that are not separately itemized cannot be acquired by the State; i.e., items that are normally "bundled" for marketing purposes cannot be "bundled" in response to this bid document. The bidder should use the forms provided in Section 7.

or

The bidder shall provide a price for the total system installed and warranted for at least one year. "Installed" prices shall include all material/equipment, shipping (FOB Agency), labor, service charges, premise visits and travel required to deliver and install the working component, and to warrant the equipment and labor for one year. The bidder should use the form(s) provided in Section 7.

or

The bidder shall provide a list of unit prices for installed equipment as well as a list of unit prices for equipment without installation. Items that are not separately itemized cannot be acquired by the State; i.e., items that are normally "bundled"

for marketing purposes cannot be "bundled" in response to this bid document. All prices are to include a warranty for at least one year. The bidder should use the forms provided in Section 7.

or

The bidder shall provide a list of unit prices for drop-shipped equipment, warranted for at least one year. Prices shall include warranty, all material, and all shipping costs, FOB Agency. Items that are not separately itemized cannot be acquired by the State; i.e., items that are normally "bundled" for marketing purposes cannot be "bundled" in response to this bid document. The bidder should use the form provided in Section 7.

or

The bidder shall provide monthly maintenance prices for each item in the unit price list. The bidder shall quote maintenance prices for _____ hour, _____ day per week coverage. Bundling of maintenance prices for items is not acceptable.

and/or

The bidder shall provide an order expedite charge which shall be quoted as a percentage of the total cost of the order.

and/or

The bidder shall be allowed to quote a mobilization fee which would be applied to any release order with a value of less than $_____ which would require a premise visit to install, move, or rearrange the equipment. The maximum mobilization fee allowed shall be $ _____.

or, for RFP's for services with FCC/LAPSC surcharges

The State desires a stable and predictable rate structure for the term of the contract. The State desires that the bidder's quoted rates be inclusive of his cost of all FCC and/or LAPSC mandated surcharges and all FCC and/or LAPSC authorized surcharges, such as, but not limited to, contributions to the Universal Service Fund (USF).

Should the bidder decide to itemize these charges, these charges shall be known as "regulated" charges in the bid response. The bidder shall specify each regulated charge as a separate line item and **should provide details as to the nature of the charge and how and when the charge shall be applied.** The only acceptable regulated charges shall be: a percentage of usage charges, a per line charge, a per minute charge, or a per call charge. If itemizing these regulated charges in Section 7, the bidder should provide a clear description of the charge

(example: USF/FCC authorized, XYZ/FCC mandated); the application of the charge (how and when it shall be applied); the unit measure (per minute of usage, per line, per call, or a percentage of usage charges); and the amount of the charge (cents, dollars, or percentage). If the bidder quotes regulated charges in the bid response that OTM is unable to apply to the model for evaluation purposes, the bid response shall be rejected. If the bidder has a question regarding what is considered to be an acceptable regulated charge, he should submit a written inquiry. Once the charges are specified in the bid response, they cannot be increased during the life of the contract without the Contractor requesting a contract controversy meeting with the Office of State Purchasing and receiving approval for an increase.

The bidder shall make a distinction between mandatory regulated charges and authorized regulated charges.

The bidder shall make full disclosure of all rates and charges associated with the service offering. No additional rates and charges shall be allowed during the life of the contract unless collection is ordered by regulatory authority and a contract amendment has been approved.

or

A paragraph applicable to the particular acquisition.

4.2 MISSING PRICE (OPTIONAL)

Note to Product Specialist: This section is to be used in a bid document where it is mandatory for a bidder to quote a price for each and every item that OTM has listed in the bidder response pages. The bid award is made for all items listed.

All prices shall be quoted in accordance with Section 4.1, Pricing Specific to the Bid Document. Items are listed separately on forms in Section 7 in order for the State to be able to purchase each item separately. Any item left blank, marked N/A or N/C, or marked as zero cost to the State shall be considered to be offered to the State at no charge. If the Contractor agrees in writing before award to provide the item at no cost, he 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.

4.3 BALANCE OF THE LINE (OPTIONAL)

Note to Product Specialist: This section is to be used in a bid document when the bidder is requested to include a list of items and prices from his catalog. This section is normally used when acquiring systems.

The State has requested a unit price list for items which are considered to be balance of the line items in order for the State to acquire other items on a component basis. Items that are itemized by the bidder on the price list (balance of the line), but the price is left blank, marked N/A or N/C, or marked as zero cost to the State, shall be considered to be offered to the State at no charge. If the Contractor agrees in writing before award to provide the item at no cost, the Contractor shall then 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.

4.4 DISCOUNT PERCENTAGE FROM RETAIL PRICES (OPTIONAL)

Bidders shall quote a percentage off of retail price for items not itemized on the bid response forms which are considered to be balance of the line items. This percentage shall be considered a discount from the retail prices in the manufacturer's published price list.

4.5 ESCALATION CLAUSE (OPTIONAL)

Note to Product Specialist: If the initial term of the contract is multi-year, an escalation clause may be included. Any price escalation shall be tied to a recognized index such as the Consumer Price Index or the Producers Price Index. Sample clauses for an equipment contract and a services contract follow:

Unit prices for equipment shall be reviewed annually and adjusted according to the Producers Price Index (PPI), Communications category, and shall be capped at an amount not to exceed 4% per year. The Contractor shall notify the State of proposed price adjustments ninety days before the contract anniversary date to be effective upon the contract anniversary date. All price adjustments shall be subject to the approval of the Office of Telecommunications Management and the Office of State Purchasing. Increases shall not apply to any orders issued prior to the contract anniversary date.

and/or (for maintenance)

All prices for maintenance shall be firm for the initial twelve months of the contract, but then are subject to an annual inflation factor equal to the annual increase or decrease in the Consumer Price Index (CPI), Services category, not to exceed 4% per year. This price shall not exceed the Nationally Published List Prices for similar service arrangements. The Contractor shall send a request in writing to the Office of Telecommunications Management for any increase in maintenance prices, and this increase shall become effective on the next anniversary date of each maintenance contract effective date. Contractor may

only request an increase once during each twelve-month period. (A performance bond covering the price for maintenance service for the maintenance period shall be required for any maintenance contract entered into as noted in Section 6.2.13.1.). All price adjustments shall be subject to the approval of the Office of Telecommunications Management and the Office of State Purchasing.

and/or (for other services)

All prices for services shall be firm for the initial twelve months of the contract, but then are subject to an annual inflation factor equal to the annual increase or decrease in the Consumer Price Index (CPI), Services category, not to exceed 4% per year. This price shall not exceed the Nationally Published List Prices for similar service arrangements. The Contractor shall notify the State of proposed price adjustments ninety days before the contract anniversary date to be effective upon the contract anniversary date. All price adjustments shall be subject to the approval of the Office of Telecommunications Management and the Office of State Purchasing. Increases shall not apply to any orders issued prior to the contract anniversary date.

* 5.0 EVALUATION AND AWARD

Note to Product Specialist: It is not necessary to insert any text under this heading.

* 5.1 GENERAL

Note to Product Specialist: It is not necessary to insert any text under this heading.

* 5.1.1 NO AWARD

The State reserves the right to cancel the bid document and not award to any bidder.

* 5.1.2 ADDITIONAL INFORMATION

The State reserves the right to require additional information from bidders and to conduct necessary investigations to determine responsibility of bidders or to determine accuracy of bid response information. If additional information is requested, the bidder shall furnish it within the State's stipulated deadline. Failure to do so may result in rejection of the bid response.

* 5.2 CRITERIA

Note to Product Specialist: It is not necessary to insert any text under this heading.

* **5.2.1 ADMINISTRATIVE AND TECHNICAL COMPLIANCE**

All bid responses received as a result of this bid document shall be subject to review for the purposes of selecting a bidder to whom a contract shall be awarded. No information shall be given out concerning the ultimate outcome while consideration of the award is in progress.

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

5.2.2 SPECIFIC CRITERIA (WEIGHTED)

Instructions to Product Specialist:

All bid documents shall be in the format of a request for proposals, unless an invitation to bid format has been approved for use by the OTM Director. If using an ITB format, cost shall be the sole determining factor and shall carry a weight of 100%. If using an RFP format, this section shall include various criteria that will be evaluated to determine the successful bidder(s). At a minimum, the criteria and weights shall be:

-Cost - This may be a total cost, a rate of compensation, or a discount from a published price list. Cost shall receive 70% of the points unless a different percentage is approved by the OTM Director.

-Service Offering. This section shall evaluate the bidder's offering in response to our bid document. A bidder's service offering is composed of his past and present performance as a provider of the equipment or service we seek to procure; his experience in providing the equipment/service; his qualifications, such as the expertise of his staff, years in business, office locations, etc; OTM's knowledge of his performance on State contracts or projects; any value-added benefits his offering provides over and above those desirable features/functions defined in the bid document; as well as the bidder's proposed solution to the State's needs and any desirable features and/or functions he is offering to provide. This section shall be customized for the specific acquisition, but at a minimum, the Service Offering category should evaluate:

-Experience

-time in business (indicating general experience in industry)
-experience with product or services bid
-experience providing the product or service
-billing experience similar to what OTM needs

-personnel resources (number of technicians, residency, training, etc.)

-References

-to verify quality of work

-to verify quantity and type of work

-to determine responsiveness to problems

This section may evaluate other desirable features and functions such as:

- *Extent of service coverage (where a bidder who provides the most extensive coverage over the state, the region or nationwide, etc., receives more points than a bidder providing less coverage)*
- *Value-Added features and functions (when a bidder proposes equipment or services that exceed the mandatory and desirable features and functions in the bid document, OTM could award points for the features and functions that OTM judges to be beneficial to the State)*
- *Ease of use (point allocation could be based on flexibility and ease of use of the operational features and functions as demonstrated by the bidder's technical documentation and/or live demonstration)*
- *Optional features and functions (where a bidder provides options that the State desires the bidder to provide but doesn't mandate that the bidder provide - these may be requested to be provided at no cost or at an additional cost that the bidder must indicate in the bid response).*

The bid response may also request samples to test in order to confirm compliance with specifications or desirable features/functions offered by the bidder as part of his service offering. Demonstrations or oral presentations may also be requested and evaluated as part of the service offering. If these are mandatory requests and a bidder fails to provide samples, demonstrations, or oral presentations, the bid response shall be rejected.

This criteria shall receive at least 30% of the points awarded unless the OTM Director approves the use of a different percentage.

For the Service Offering Category, it is the bidder's responsibility to submit information to OTM with the bid response or later, at OTM's request. It is OTM's responsibility to verify the information. The bidders should describe in a narrative form the levels at which they can provide the criteria we seek. If it is determined that the bidder has misrepresented himself or has given fraudulent information, the bid response shall be rejected, and OTM shall take any and all actions against the bidder which are available under the law.

Examples of Cost language include:

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

or

Cost. The maximum number of points that shall be awarded for this criterion is _____ ( ). The maximum points for this criterion shall be awarded to the bidder who bids the lowest total cost for the _____ (equipment, system, or service) (calculated over a _____ month period).

or

Cost. The maximum number of points that shall be awarded for this criterion is _____ ( ). The maximum points for this criterion shall be awarded to the bidder who bids the highest rate of compensation.

or

Cost. The maximum number of points that shall be awarded for this criterion is _____ ( ). The maximum points for this criterion shall be awarded to the bidder who bids the highest discount from the published price list. (*Note to Product Specialist: This cost statement can only be used when bidding the same manufacturer and price list).*

Or

Cost. The maximum number of points that shall be awarded for this criterion is _____ ( ). The maximum points for this criterion shall be awarded to the bidder who bids the lowest total life cycle cost.

Examples of Service Offering language include:

Service Offering. Bidders 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 bidder's service offering meets or exceeds the stated desirable features/functions, the State's perceived value of the service offering, and how well the bidder's overall service offering compares to the service offerings of other bidders eligible to receive points in this category.

The maximum number of points that may be awarded for this criteria is _____ ( ). It is possible that no bidder may receive the maximum number of points.

Note to Product Specialist: The following paragraph is only applicable to RFPs:

and

Veteran and Hudson Initiative Programs: The maximum number of points that may be awarded for this criteria is ten (10). Please see Section 2.14, Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and

Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs, for additional information.

and/or

Samples. Prior to award, the apparent successful bidder(s) shall provide free samples of the equipment being bid in order for the State to test the equipment for compliance with the bid document's specifications. If the equipment is found to be non-compliant with the specifications, the bid response shall be rejected.

or

Demonstration. Prior to award, the apparent successful bidder(s) shall be required to demonstrate the _____ (system or service) being bid at no cost to the State. Failure to provide the demonstration or failure to demonstrate the _____ (system or service) to the satisfaction of OTM that the _____(system or service) meets all mandatory requirements shall result in rejection of the bid response.

or

Oral Presentations. Prior to award, the apparent successful bidder(s) shall be required to make oral presentations. Failure to comply shall result in rejection of the bid response.

or

Any paragraph(s) that are appropriate to the particular acquisition.

* **5.2.3 SIMULTANEOUS REVIEW**

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

5.3 METHODOLOGY

Note to Product Specialist: It is not necessary to insert any text under this heading.

This section should include narratives under appropriate sections of how the responses shall be evaluated using models, formulas, and/or empirical data like estimated quantities, historical data, and projected usage. Whatever criteria were chosen for the evaluation (in Section 5.2.2) shall be included in the model or the formula.

5.3.1 MODEL

A sealed model should be used for every bid document whether it is an ITB or RFP. A sealed model shall be used when one or more of the following conditions exist:

- *when it is impossible to know in advance which individual items are to be used in the model (because bidders provide a bundled pricing, such as in the response to the PBX bid document)*
- *when no one has a clue about projected consumption*
- *when there is a possibility that the bidders may have a better idea than we do of what items in what quantities will be purchased*
- *when there is a large number of items and it is necessary to save time during the cost evaluation process*

Sealed models may be composed in different ways. The information that is hidden from bidders may be the choice of items that will be evaluated or it may be the estimated quantities that will be used in the evaluation or it may be a combination of both.

It is not a requirement for all priced items to be included in a model. There is also no set percentage of items that must be chosen for inclusion. However, the highest dollar items (based on projected consumption) plus other items should be included in the model. Items other than the highest dollar items may be chosen at the Product Specialist's discretion; some should be a random sampling and others should be chosen based upon the consumption pattern determined during development of the estimated quantities. The Product Specialist must be able to explain (and defend) his/her choice of items in the model. The Product Specialist's defense should be that these items are what is believed will actually be purchased, based upon historical usage, known future purchases, market trends, technical expert opinion, and intuition.

When a bid document includes an estimated quantity associated with a specific item to be bid, that quantity shall be the quantity utilized in the sealed model if the item is chosen for inclusion in the model.

Any and all assumptions utilized in the development of the sealed model must be fully documented and become a part of the Product Specialist's file.

Model quantities should be submitted to the OTM fiscal section on the date inquiries are due, as stated in the Calendar of Events. The sealed model should be submitted to State Purchasing no later than five business days before bid opening.

For an ITB, use something similar to the following:

Cost shall be calculated by multiplying the unit price by the model quantities to obtain a total cost. The actual evaluation model shall be submitted in a sealed envelope to the Office of State Purchasing prior to bid opening. This model shall become part of the file and shall be available to all bidders after bid opening.

or

Cost shall be calculated by multiplying the unit price for each item by the model quantities for the item to obtain a total item cost. The item cost shall then be added to obtain a total cost. The actual evaluation model shall be submitted in a sealed envelope to the Office of State Purchasing prior to bid opening. This model shall become part of the file and shall be available to all bidders after bid opening.

or

An appropriate paragraph for the acquisition.

For an RFP, use something similar to the following:

Cost shall be calculated by multiplying the unit price by the model quantities to obtain a total cost. The formula described below shall be applied to determine the points assigned to the bidder's total cost. These points shall be added to the points assigned in the Service Offering criteria to determine a total point score for each bid response remaining in contention. The actual evaluation model shall be submitted in a sealed envelope to the Office of State Purchasing prior to bid opening. This model shall become part of the file and shall be available to all bidders after bid opening.

or

An appropriate paragraph for the acquisition.

5.3.2 FORMULAS (OPTIONAL)

Give the actual formulas to be used in the evaluation of all bid responses. The formula most frequently used in the determination of points awarded in the cost category in an RFP is:

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

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

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

Example: Score of Bid I = $\frac{PI}{} \times MP$

Pi

Vendor 1 Lowest bid $_____ = PI
Vendor 2 bid $_____ = Pi
_____ = MP

(Vendor 1) $_____ x (MP) =
(Vendor 2) $_____

5.3.3 EMPIRICAL DATA (OPTIONAL)

Estimated quantities used in sealed models and/or bid documents should represent the most accurate projected consumption from the contract over the term of the contract. These quantities which are determined by the Product Specialist should be based on a consideration of historical usage, known future purchases, market trends, his/her technical expert opinion, and his/her intuition. (A quantity of one may be used if it is believed that only one will actually be purchased over the life of the contract or if the Product Specialist has absolutely no way to determine a more accurate projected consumption). The Product Specialist shall document how the quantities were determined. This documentation shall become part of the Product Specialist's file.

It is not always necessary to include estimated quantities for the items in the bid document. These quantities may be kept in a sealed model for use in the evaluation of cost. However, if estimated quantities are not included in the bid document, it is a good idea to give the bidders an idea of the value of the contract. The Product Specialist may provide historical usage figures from the computerized report generated by State Purchasing or from OTM's own usage records in Stonehouse and/or in the Central Files. This data would be located in Section 8 of the bid document. The Product Specialist may, instead, choose to state the dollar value of the previous contract. This information may be provided in Section 1.3.

Use something similar to the following:

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

*** 5.4 OTM RECOMMENDATION FOR AWARD**

Note to Product Specialist: It is not necessary to insert any text under this heading.

5.4.1 DETERMINATION OF SUCCESSFUL BIDDER

A recommendation for award shall be made for the lowest priced bidder meeting all mandatory administrative and technical requirements.

or

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

or

A recommendation for award shall be made for the bidder who offers the highest rate of compensation and who meets the mandatory administrative and technical requirements.

or

A recommendation for award shall be made for up to _____ ( ) bidders (per region, per category, per item, statewide, etc.) who receive the highest rankings in point allocation and who meet all mandatory administrative and technical requirements.

or

A recommendation for a primary award (in each region, in each category, by item, etc.) shall be made for the bidder who receives the highest ranking in point allocation and who meets all mandatory administrative and technical requirements. The bidder who receives the next highest ranking in point allocation and who meets all mandatory and technical requirements may be recommended for a secondary award (in each region in each category, by item, etc.)

or

Some other appropriate paragraph.

*** 5.4.2 WRITTEN RECOMMENDATION FOR AWARD**

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

*** 5.5 AWARD**

Upon review and approval of OTM's recommendation for award, the Office of State Purchasing (OSP) will issue a "Notice of Intent to Award" to the apparent successful bidder(s).

OSP will also notify all unsuccessful bidders as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available 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 RS 39:1671, to the Director of State Purchasing, within fourteen (14) days of the intent to award.

* 6.0 CONTRACTUAL TERMS AND CONDITIONS

Note to Product Specialist: It is not necessary to insert any text under this heading.

* 6.1 GENERAL TERMS AND CONDITIONS

Note to Product Specialist: It is not necessary to insert any text under this heading.

* 6.1.1 TAXES

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

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

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

* 6.1.3 CONTRACTOR RESPONSIBILITIES

The Contractor assumes responsibility for all items and/or services offered in his bid response whether or not the Contractor produces or provides them. Further, the State shall consider the Contractor to be the sole point of contact with regard

to contractual matters, including payment of any and all charges resulting from the contract.

*** 6.1.4 APPLICABLE LAW**

The contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

*** 6.1.5 BLANK**

*** 6.1.6 BID DOCUMENT AND BID RESPONSE INCORPORATED BY REFERENCE**

The provisions of the selected bid response and this bid document with all addenda shall be incorporated by reference in the contract.

*** 6.1.7 ORDER OF PRECEDENCE**

In the event of ambiguity in the specifications, the order of precedence shall be the contract, the bid document, and the bid response.

6.1.8 GOOD FAITH NEGOTIATIONS (OPTIONAL)

Note to Product Specialist: This section is not applicable to ITB's.

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.

*** 6.1.9 BLANK**

*** 6.1.10 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.

*** 6.1.11 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.

* **6.1.12 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.

* **6.1.13 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.

* **6.2 CONTRACT ADMINISTRATION**

Note to Product Specialist: It is not necessary to insert any text under this heading.

6.2.1 CONTRACT TERM

Note to Product Specialist: If the initial term of a state contract is for a period longer than twelve months, a written multi-year justification shall be provided to the OTM Procurement Officer. Samples of multi-year justification letters are available from the OTM Procurement Officer.

The initial contract shall be for a _____ month period from date of award.

or

The contract term shall be from date of award through the end of the warranty period.

6.2.2 RENEWAL TERM (OPTIONAL)

Upon acceptance by the Contractor and approval by the State, the contract may be renewed for _____ additional _____ month periods at the same prices, terms and conditions.

6.2.3 ORDERS

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

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

or

Written orders shall be issued by the acquiring agency and sent directly to the Contractor. No OTM approval is required.

or

Written orders for state agencies shall be issued by the OTM Customer Service Section.

or

A written order shall be issued by the Office of State Purchasing and sent to the Contractor.

or

* E-Rate Qualified Entities/Services shall send orders directly to the Contractor. The Contractor shall be responsible for verifying the eligibility and E-Rate discount applicable to the entity ordering the services.

or

A paragraph appropriate to the particular situation.

6.2.4 CHANGE ORDERS (OPTIONAL)

Note to Product Specialist: This section may be excluded if a change order is not applicable. Some operations/processes at OTM would require the issuance of a new order rather than a change to the original order.

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

or

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

or

Modifications to an initial order shall be made in writing by the Office of State Purchasing and shall be known as a change order.

And, for systems with OTM Project Managers:

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

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

6.2.5 INVOICING

Note to Product Specialist: If this is a service that will be paid by OTM and billed to the agency on the monthly telephone bill, the Product Specialist should check with the OTM Fiscal Officer to determine how the Contractor should invoice OTM. The OTM Fiscal Officer may want a bill on tape, diskette, and/or paper, and the bill may need to be delivered no later than a specific day of the month.

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

and

Invoices shall reference the written order number and shall be itemized with item numbers, contract numbers, OTM 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.

a**nd**

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

Invoices for quasi-state agencies and political subdivisions shall be mailed directly to the acquiring agency. Invoices for these agencies shall not be approved by OTM.

or

Contractor shall submit invoices directly to the "Bill to" address on the written order. Contractor shall not submit an invoice to OTM unless the written order is issued by OTM.

or

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

(Note to Product Specialist: If a call detail tape is required insert the following paragraph to the language in the "Call Detail Tape" section, usually labeled 6.2.5.1.)

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

or

A paragraph appropriate to the particular situation.

*** 6.2.5.1 E-RATE QUALIFIED ENTITIES/SERVICES, QUASI STATE AGENCIES, AND POLITICAL SUBDIVISIONS**

Invoices for E-Rate Qualified Entities/Services, Quasi State Agencies and political subdivisions shall be sent to the ordering agency.

*** 6.2.5.2 REIMBURSEMENT**

The Contractor shall bill E-Rate Qualified Entities/Services separately from State agencies, and shall be responsible for submitting requests to the Universal Service Fund for reimbursement for qualified services provided to E-Rate Qualified Entities/Services.

6.2.6 PAYMENTS

After review and reconciliation of invoices for state agencies, OTM shall forward the original invoice to the state agency for payment. OTM shall not be responsible for payment.

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

or

The acquiring agency shall be responsible for payment.

or

OTM shall be responsible for payment of invoices for all orders issued and approved by OTM. Invoices for orders not issued by OTM shall be paid by the acquiring agency.

or

The individual user shall be responsible for payment.

or

The billed party shall be responsible for payment.

or

***** E-Rate Qualified Entities/Services, Quasi-State agencies, and political subdivisions shall be responsible for payment of their invoices.

or

A paragraph appropriate to the particular situation.

6.2.6.1 PROGRESS PAYMENTS (OPTIONAL)

Note to Product Specialist: This section is normally used when acquiring systems. The language is negotiable, but the State should never pay for work that is not completed or for equipment/materials not delivered.

Progress payment may be made on contracts which extend beyond thirty (30) days. In no event shall such payments exceed the amount of work completed and the materials delivered and properly stored on location based upon the following limitations:

(A) Progress Payments - Not more than sixty percent (60%) of total contract shall be paid as progress payments for work completed and material delivered. Not more than 50% percent (50%) of total contract shall be paid for material only.

(B) Cutover - Up to seventy-five (75%) of total contract may be paid after cutover with no remaining punch list items. The exact percentage of payment shall be determined by punchlist development.

(C) Performance and Acceptance Periods - At least twenty-five percent (25%) of total contract shall be withheld until Contractor has successfully completed the Performance Period and Acceptance has been executed. At this time the remaining amount of contract, up to ninety percent (90%) less any liquidated damages, may be paid to the Contractor.

(D) Lien Period and Final Payment - Final ten percent (10%) shall be paid after a forty-five (45) day lien period has elapsed and a clear Lien Certificate submitted with invoice to the OTM Contracts Administrator.

6.2.7 REPORTS (OPTIONAL)

Note to Product Specialist: This section should describe the type of reports that the Contractor shall provide on a regular basis.

Examples of reports are:

Usage reports by contract item; cartridges or magnetic tapes with call detail records; and summary statements. These reports may be required monthly, quarterly, or annually, and the Contractor should be instructed as to whom to send the report.

Example:

The Contractor shall provide a monthly usage report indicating the quantity of each contract item that was ordered in the previous month. This report shall be submitted to the OTM Contracts Administrator no later than the seventh (7th) calendar day of the month.

6.2.8 REPURCHASE CLAUSE (OPTIONAL)

The bidder shall provide a list of unit prices, installed and warranted for at least one year, for items bid. The State reserves the right to repurchase these items for a twelve (12)-month period after issuance of purchase order (or system acceptance). The bidder should use the forms provided in Section 7.

or

The bidder shall provide a list of unit prices, warranted for at least one year, for items bid. The State reserves the right to repurchase these items for a twelve-(12)

month period after issuance of purchase order (or system acceptance). The bidder should use the forms provided in Section 7.

Note to Product Specialist: These prices may be used in the evaluation.

or

A paragraph applicable to the particular acquisition.

* **6.2.9 TERMINATION**

6.2.9.1 TERMINATION FOR CAUSE

The State may terminate the contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of 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 shall terminate on the date specified in such notice. Failure to perform within the time specified in the bid document or bid response shall constitute a default and may cause cancellation of the contract. 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 on the open market and to charge the Contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid response from the defaulting Contractor shall be considered.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract 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.

and, when there is an SBA/CT filed, use:

For purposes of this bid document and the resulting contract, "cause" includes, but is not limited to, the Contractor's failure to notify and receive written approval from OTM and the Office of State Purchasing for the filing of a Special Billing Arrangement/Custom Tariff (SBA/CT) or an SBA/CT amendment which modifies, contradicts, or nullifies the prices, terms, and conditions of the bid document, the contract, or the SBA/CT (or amendment) filed as a result of the award of the contract.

6.2.9.2 TERMINATION FOR CONVENIENCE

The State may terminate the contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

6.2.9.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of the contract is contingent upon the continuation of an appropriation of funds by the Legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of a contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act 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, the contract shall terminate on the last day of the fiscal year for which funds were appropriated.

*** 6.2.10 CONTRACT MODIFICATIONS**

Contract modifications may result from technological enhancements, manufacturer discontinuance, or obsolescence. If an item meets or exceeds original specifications and the price is equal to or lower than the original bid price, a contract modification may be requested in writing by the Contractor to the OTM Contracts Administrator. The Office of Telecommunications Management shall review the request and make a written recommendation to the Office of State Purchasing.

*** 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 Revised Statute 39:1673. This includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modifications or rescission.

6.2.12 ON-GOING SERVICE REQUIREMENTS (OPTIONAL)

Note to Product Specialist: It is not necessary to insert any text under this heading.

6.2.12.1 PERFORMANCE GUARANTEE (OPTIONAL)

Note to Product Specialist: The amount of the performance guarantee will be determined by the bid review team based on the following criteria.

Systems - Total amount of contract

Services - Three months or the time it would take to convert to a new system
Maintenance - Annual amount

The selected bidder shall execute and deliver to the Division of Administration, within fifteen (15) calendar days after official notice, an original performance guarantee in the amount of_____. This performance guarantee shall be in the form of a performance bond or an irrevocable standby letter of credit. The performance bond, if used, shall be from a surety company licensed to do business in Louisiana with all fees current, in an amount equal to the above stated sum and shall be secured by a surety or insurance company and in accordance with restrictions set by them. The irrevocable standby letter of credit, if used, shall be from a bank or savings association that meets the minimum capital requirements established by state and federal regulatory authority and shall be for an amount equal to the above stated sum. The performance guarantee shall be made payable to the Treasurer of the State of Louisiana and shall be subject to forfeiture on the part of the successful bidder for failure to meet the contract terms and conditions. This guarantee shall be valid for the entire term of the contract, including any renewal terms.

The selected bidder shall execute and deliver to the Division of Administration within ten (10) calendar days after receipt of an order, an original performance guarantee in the amount equal to the total system cost for each individual system project over $50,000 or any major addition project over $50,000. The performance guarantee shall be in the form of a performance bond or an irrevocable standby letter of credit. The performance bond, if used, shall be from a surety company licensed to do business in Louisiana with all fees current and shall be secured by a surety or insurance company and in accordance with restrictions set by them. The irrevocable standby letter of credit, if used, shall be from a bank or savings association that meets the minimum capital requirements established by state and federal regulatory authority. The performance guarantee shall be made payable to the Treasurer of the State of Louisiana and shall be subject to forfeiture on the part of the successful bidder for failure to meet the contract terms and conditions. The guarantee shall be valid from ten (10) days after receipt of order through the date of acceptance of the system or major addition.

6.2.12.2 SOFTWARE UPGRADE (OPTIONAL)

Any software product introduced by the manufacturer that makes obsolete the bidder-proposed software packages, is designed to work with the existing hardware currently on contract, and that meets or exceeds the performance levels of the specifications of this bid document shall be provided on any system ordered after the manufacturer has made the new software available. The software upgrade shall be provided at the original bid price.

6.2.12.3 RECORDATION CERTIFICATE (OPTIONAL)

Note to Product Specialist: This section is only applicable for projects over $50,000.

Contractor shall upon receipt of executed contract, performance guarantee and release order, record said contract and performance guarantee with the Clerk of Court in the parish in which the work is to be performed, obtain a Certificate of Recordation from the Clerk of Court and forward this Certificate immediately to the Office of State Purchasing. This certificate shall be recorded within thirty (30) calendar days after work has begun and shall be received by the Office of State Purchasing before acceptance of the project can be executed.

* 6.2.13 REMEDIES

Note to Product Specialist: It is not necessary to insert any text under this heading.

* 6.2.13.1 WARRANTY/SERVICE GUARANTEE REQUIREMENTS

Note to Product Specialist: If procuring software, use this language.

Any software product introduced by the manufacturer to correct software "bugs" in previously installed software shall be provided by the Contractor to the State at no additional cost and shall be installed within sixty (60) calendar days after it is made available from the manufacturer during the term of the contract.

Note to Product Specialist: If procuring drop-ship equipment, use these sections.

Warranty shall mean that it is the responsibility of the Contractor to repair or replace defective equipment or parts at no additional cost to the State for one year following the date of shipment. It is the Contractor's responsibility to label the equipment with the shipment date in order for the warranty period to be determined.

If the equipment should fail during the warranty period, and the equipment is replaced, the Contractor shall label the replacement equipment with a new warranty date which shall be the longer of ninety (90) calendar days or the remainder of the original warranty period. Warranty shall include all parts, labor, installation (as applicable) and shipping charges to the State at no cost to the State. The State shall be responsible for shipping the defective part to the Contractor.

Note to Product Specialist: If procuring a system, use these sections.

Warranty shall mean that it is the responsibility of the Contractor to repair or replace defective parts (including parts and labor) at no additional cost to the State for one year following the acceptance date. Warranty service shall be available 24 hours a day, 7 days a week.

Warranty service for non-critical system problems, as defined in Section 2.1, Definitions, shall have a response time of two (2) calendar days.

Note to Product Specialist: Non-critical system problems shall be defined in Section 2.1, Definitions. Section 6.2.14.1.1 must also be included in the bid document if procuring a system.

or

Warranty shall mean it is the responsibility of the Contractor to repair or replace defective parts (including parts and labor) at no additional cost to the State for one year following the acceptance date.

Warranty coverage shall be available from 8 am to 5 pm, Monday through Friday.

Warranty service for non-critical system problems, as defined in Section 2.1, Definitions, shall have a response time of two (2) calendar days.

Note to Product Specialist: Non-critical system problems shall be defined in Section 2.1, Definitions. Section 6.2.14.1 must also be included in the bid document if procuring a system.

Note to Product Specialist: If procuring a service, use this section.
Service guarantee shall mean it is the responsibility of the Contractor to provide the contracted service and to maintain the service performance levels as required in this bid document during the entire term of the contract at no additional cost to the State. The Contractor shall repair or replace defective parts as necessary to provision for the contracted service. Service guarantee coverage shall be available 24 hours a day, 7 days a week.

In the case of an interruption of service, the Contractor shall use his best effort to restore the service, notify OTM of the outage, the affected facilities, and the projected restoration time; and honor all guaranteed response times and repair times, as applicable.

6.2.13.1.1 EMERGENCY REPAIRS (OPTIONAL)

Note to Product Specialist: This section is mandatory if a system is being procured.

Warranty service for critical system problems, as defined herein, shall have a response time of two (2) hours after notification of emergency nature trouble to initiate remote diagnostics and four (4) hours after notification to have a trained technician on site if the trouble cannot be cleared by remote diagnostics and repair.

The response time requirement shall be considered satisfied when a (manufacturer) trained technician has arrived on site. The State encourages the use of remote administration. However, this method shall not be used to extend required response times. Remote administration can be used to identify and clear problems. If the problem is not cleared by remote administration, response times remain in effect.

Note to Product Specialist: Critical system problems must be defined in Section 2.1, Definitions.

6.2.13.2 LIQUIDATED DAMAGES (OPTIONAL)

Note to Product Specialist: This clause is standard language that may be used; however, the amount of the damages may be adjusted. Liquidated damages must be reasonable and appropriate to each situation and must reflect actual monetary damages that the State has suffered due to the Contractor's non-performance.

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 completion date of the contract, the delivery date for the item, any milestone date in the Implementation Plan in Section 3.3.2.2, etc.) after due allowance for such extension or extensions of time that may be consented to by the State, and through a maximum of sixty (60) calendar days, the Contractor shall pay to the State as liquidated damages the sum of .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.

and/or

Whenever an interruption of services or other defect in transmission occurs due to events other than force majeure, the Contractor shall be assessed at a rate of (25% of the monthly service cost per day, $_____ per day per line affected, etc.) for interruptions or defects in transmission lasting (over four hours, beyond the restoration time guaranteed by the bidder in response to this bid document, etc.). The Contractor shall make available to the State any and all logs, records, maintenance reports and other documentation which the State requests in order to determine usage and outages. Each party shall assist the other in resolving claims. The State may withhold from any payments to the Contractor the cost of damages from interruption of services.

and, when there is an SBA/CT filed, use:

Liquidated damages may be assessed if the Contractor files a Special Billing Arrangement/Custom Tariff (SBA/CT) or an amendment to an SBA/CT, without OTM's and the Office of State Purchasing's knowledge and written approval, which modifies, contradicts, or nullifies the prices, terms, and conditions of the bid document, the contract, or the SBA/CT (or amendment) filed as a result of the contract. Damages shall be determined by the number of calendar days that it takes the State to enter into a replacement contract, through a maximum of ninety (90) days. The Contractor agrees to pay to the State as liquidated damages and not as a penalty the sum of $ _____ per calendar day.

The State may withhold from any payments to the Contractor the cost of damages.

6.2.13.3 FAILURE DURING PERFORMANCE PERIOD (OPTIONAL)

Note to Product Specialist: This section is normally used for systems.

If a successful performance period cannot be established within _____ ( ) days after system cutover, the State may require the Contractor to replace the equipment deemed at fault with new equipment of the same manufacturer and with the same or better model within ten (10) days of written request. Replacement shall occur at no additional cost to the State. Replacement equipment shall comply with all requirements of this bid document as well as meet or exceed the specifications as stated in the Contractor's bid response.

If the replacement equipment cannot successfully perform for a period of _____ ( ) continuous working days within _____ ( ) days, the Contractor may be deemed in default (and the State may attach said Contractor's performance bond).

6.2.13.4 PUNCH LIST ITEMS (OPTIONAL)

Note to Product Specialist: This section is normally used for systems.

The OTM Project Manager may compose a punch list containing estimated monetary values based on OTM's cost to have the work completed in a satisfactory manner by a third party. Failure by the Contractor to resolve all punch list items to OTM's satisfaction shall result in these monetary values being deducted from partial or final payment to the Contractor.

6.2.13.5 ASBESTOS (OPTIONAL)

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

6.2.13.6 LATE HARD COPY INVOICE AND CALL DETAIL TAPE (OPTIONAL)

Note to Product Specialist: If a Call Detail Tape is required, use this language.

Failure on the part of the Contractor to provide a hard copy invoice and a readable Call Detail Tape 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 his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

*** 6.3 INDEMNIFICATION AND LIMITATION OF LIABILITY**

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.

The Contractor shall be fully liable for the actions of his agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, his agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

The Contractor shall indemnify, defend and hold the State harmless, ***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 his bid response and the contract, or of any copyright trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require the Contractor, at his 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, the Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action 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.

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 (OPTIONAL)**

The Contractor agrees to provide the State of Louisiana with Certificates of adequate insurance indicating coverage as required herein.

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under the contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.
Compensation Insurance: Before any work is commenced, the Contractor shall take out and maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability on the State. Such insurance shall name the State as additional insured for claims arising from or as

the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of $1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall take out and maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of $1,000,000 per occurrence for bodily injury/property damage. Such insurance shall also cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

Note to Product Specialist: The language below is to be included with the insurance language shown above when subordinate contracts are issued. This section would normally be included in the Complex Wire and Cable contract(s).

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

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

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

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

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

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

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

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, this company and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial umpire. The appraisers will then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of the loss that must be borne by each policy. If the two appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two shall determine the policy or policies and the amount of the loss. Each insurance company (or ORM) agree that the decision of the appraisers and the umpire if involved, will be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

* 7.0 BIDDER RESPONSE FORMS

Note to Product Specialist: It is not necessary to insert any text under this heading.

7.1 PRICING PAGES (TITLES AND INSTRUCTIONS)

7.2 OTHER BIDDER RESPONSE FORMS (OPTIONAL)

7.2 OTHER RESPONSE FORMS

7.2.1.1 VETERAN AND HUDSON INITIATIVE PROGRAMS (See Section 2.14)

Please refer to Section 2.14 for additional information.

Are you a certified Louisiana-based small entrepreneurship in accordance with the Veteran Initiative? _____Yes _____No

Are you a certified Louisiana-based small entrepreneurship in accordance with the Hudson Initiative? _____Yes _____No

Are you claiming a good faith effort was made to use one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors? _____Yes _____No
If the answer is yes, attach copies of at least three notifications made in accordance with guidelines detailed in Section 2.14.

SAMPLE

BIDDER RESPONSE FORM
BID TITLE:
Note to Product Specialist: The Product Specialist shall provide instructions to bidders on how to fill out this form.
Customized Body

Reference Questionnaire

(These are examples of questions that may be asked. Project Managers should tailor these questions for the particular acquisition.)

Company Name: _____

Contact Person: _____

Telephone #: _____

Date Contacted: _____

1. Size and Scope

- What was the scope of the contract?
- How large was the contract or how many did the contract require?
- Was the equipment, system, or service provided in compliance with all contract terms and conditions?

2. Installation

- Was the quality of the workmanship satisfactory?
- Did contractor leave the location in the same good condition as he found it?
- Were Acall backs≅ necessary?
- Were workers competent, knowledgeable, and professional?
- Was there minimal interruption to office operations?
- Was the reference satisfied with the contractor=s installation?
- Did the contractor meet the installation interval commitment?

3. Repairs and Maintenance

- What was the required response time?
- Were Acall backs necessary?
- Were technicians competent, knowledgeable, and professional?
- Was the contractor in compliance with all contract terms and conditions covering warranty, repairs, and maintenance?
- Did the equipment malfunction during warranty? If so, what was the problem and was it resolved to your satisfaction?
- Was the reference satisfied with the contractor=s repair and maintenance service?

4. Software

- Were major software modifications or enhancements required?

- Were software updates or upgrades tested and found to be error free?
- Was the software in compliance with all contract terms and conditions?

5. Problem/Conflict Resolution

Was the reference satisfied with the timeliness and quality of the response received from the contractor relating to the following issues?

Installation
Maintenance
Project Management
Operations
Billing Questions
System Modifications and Enhancement
Customer Service/Compliant Resolution

6. Training

- Did all users receive adequate training as required in the contract?
- Were training materials (handouts, instructional guides, etc.) easy to understand and well organized?
- Was the trainer knowledgeable and professional?

7. Billing

- Were the billing services provided by the contractor similar to the OTM-desired billing services? (format, medium, etc.)
- Were bills delivered on time and in accordance with contract requirements?
- Were bills accurate?