

STATE OF LOUISIANA



LOUISIANA COMMUNITY AND TECHNICAL COLLEGE SYSTEM



INFORMATION SYSTEMS DIVISION

REQUEST FOR PROPOSALS

For

HOSTED VOICE OVER INTERNET PROTOCOL (VOIP) TELECOMMUNICATION SYSTEM

FILE NUMBER: 40016-01152010
SOLICITATION: 2010VOICE OVER IP

1.0 SCOPE

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

The Louisiana Community and Technical College System Office (LCTCS) is seeking to contract for a hosted IP telephony service for use as its primary communications service.. The hosted IP telephony service should provide telephony features as well as local trunking and L-D service.

LCTCS desires the hosted IP telephony service be provisioned as a "business grade" service with a complete set of standard business features as well as other enhanced features specifically enabled by Voice Over Internet Protocol (VOIP) technology. LCTCS will purchase IP telephony sets based on business needs. LCTCS expects the service to be available on a statewide basis. LCTCS cannot guarantee a minimum level of consumption for the service, but estimates the level of subscription at 75 to 200 seats.

LCTCS desires a VOIP solution that is externally fully managed and hosted. LCTCS does not intend to have on premise VOIP processing equipment, or professional support onsite to manage such a service.

The goods and services made available by any contract(s) resulting from this RFP are for the exclusive use of LCTCS in provisioning a primary communication service for its administrative and academic operations.

1.2 NON-EXCLUSIVE CONTRACT

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

1.3 GUARANTEE OF QUANTITIES OR CONTRACT USE

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

2.0 BID RESPONSE PREPARATION/SUBMITTAL INSTRUCTIONS

21 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.

LCTCS – means the Louisiana Community and Technical College System Office.

OTM — means the Office of Telecommunications Management.

Project Manager - may mean an employee of LCTCS who has been assigned as project manager to a specific project.

Per Line — for purposes of this bid document, is used interchangeable with "per seat."

Service Offering — for purposes of this bid document, is defined as the bidder's past and present performance (including any knowledge OTM or LCTCS 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 LCTCS's needs and stated desirable features/functions, as applicable.

Shall - denotes a mandatory requirement, per Louisiana Revised Statute 39:1556.

2.2 CALENDAR OF EVENTS

Release Bids: January 21, 2010

Deadline to Receive Inquiries: February 22, 2010 – 3:00 PM Central Time

Deadline to Answer Inquiries: March 8, 2010

Bid Opening: February 23, 2010 - 10:00 AM Central Time

NOTE: LCTCS 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 DELIVERY OF BID RESPONSES

This bid document is available in electronic form at the Office of State Purchasing's LaPAC website:
<http://wwwsrch2.doa.state.la.us/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 Louisiana Community and Technical College System. This document is **NOT** available electronically in WORD format.

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: Hosted Voice Over IP Service
- File Number: 40016-01152010 Solicitation: 2010Voice Over IP

- Bid Document Opening date: February 23, 2010-10:00 AM Central Time

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

Louisiana Community and Technical College
265 South Foster Dr.
Baton Rouge, LA 70806

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

Louisiana Community and Technical College
265 South Foster Dr.
Baton Rouge, LA 70806

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to LCTCS' physical location. LCTCS is not responsible for any delays caused by the bidder's chosen means of bid response delivery.

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

Publicizing Awards. In accordance with L.A.C. 341.535, 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

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, LCTCS 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 LCTCS 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 LCTCS 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 LCTCS 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 LCTCS 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, LCTCS 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. LCTCS 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, LCTCS shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not

limit LCTCS' 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, LCTCS 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 LCTCS and hold LCTCS harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order LCTCS to disclose the information. If the owner of the asserted data refuses to indemnify and hold LCTCS harmless, LCTCS may disclose the information.

LCTCS reserves the right to make any bid response, including proprietary information contained therein, available to Office of State Purchasing (OSP) personnel, the Office of the Governor, or other State agencies or organizations for the sole purpose of assisting LCTCS in its evaluation of the bid response. LCTCS 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 your bid response contains confidential information, you should also submit a redacted copy along with your bid response. If you do not submit the redacted copy, you shall be required to submit this copy within 48 hours of notification from the OSP. When submitting your redacted copy, you 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.

2.1 1 BID OPENING

Bid responses shall be opened publicly at the LCTCS Office 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

In accordance with L.R.S. 39:1594 (Act 121), the person signing the bid shall be:

1. A current corporate officer, partnership member to other individuals specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
2. an individual authorized to bind the vendor as reflected by a corporate resolution, certificate or affidavit; or
3. an individual identified in other documents indicating authority which are acceptable to the public entity.

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 its bid response. However, LCTCS 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 its proposal.

3.0 BID DOCUMENT REQUIREMENTS

3.1 BIDDER REQUIREMENTS

A. COMPLIANCE WITH CIVIL RIGHTS LAWS

By submitting and signing this solicitation, the bidder agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the equal 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, sexual orientation, 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

By signing and submitting any bid for \$100,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

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

3.1.1 BIDDER QUALIFICATIONS

LCTCS desires the bidder supply three (3) customer references for the service being bid. LCTCS desires that the bidder submit references other than any associated with LCTCS. LCTCS desires references which are of similar size, scope, and complexity to this bid document. LCTCS 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. Bidders should provide reference information on the forms in Section 7 (Customer References).

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

Bidders are encouraged to supply relevant information concerning their qualifications to perform work under this contract and any value added benefits of their service offerings. This information should be provided in narrative form in Section 7 (Qualifications and Value Added Services).

3.2 TECHNICAL REQUIREMENTS

3.2.1 SERVICE CONNECTIVITY OPTIONS

3.2.1.1 SERVICE CONNECTIVITY — DIRECT MANAGED ACCESS

Connectivity between the service provider network and LCTCS will be via a dedicated IP point-to-point connection with a quality of service assurance.

As a minimum, the service provider's connections to PSTN shall provide State subscribers with P.01 grade of service at 6 CCS's per station during peak busy hour.

3.2.2 SERVICE FEATURE PACKAGE

In order to meet the evolving needs of a diverse group of users with different requirements, LCTCS desires a comprehensive feature package. The minimum mandatory feature set is:

- Call Waiting
- Call ID
- Call Hold
- Call Transfer
- Direct Inward Dialing
- Direct Outward Dialing
- Three-way Conferencing
- Meet Me Conferencing - Audio conferencing minimum one-hundred (100) seats
- Voice Mail
- Voice mail notification
- Attendant Console
- Web based portal for individual user interface
- Automated Attendant
- Follow-me roaming
- Four or five digit extension dialing across multiple locations.
- Smart move technology
- Call forwarding
- Intercom capability

The bidder may offer additional feature packages as a value-added benefit of the bidder's offer. However, if the bidder offers multiple feature packages the minimum mandatory requirements listed above must be contained in at least one of the offered feature packages. The bidder should use the forms in Section 7 (Service Feature Package) to provide a description of the proposed level of support.

3.2.3 VOICE MAIL CAPABILITIES

The bidder shall state the voice mail capacities proposed with the system including the number of calls and minutes of storage per station.

3.2.4 IP TELEPHONY ENDPOINTS

For the purposes of this RFP, IP telephony end-points are defined as IP telephony telephone sets and IP telephony soft clients. The hosted IP telephony service shall support SIP based IP telephony end-points. LCTCS desires that IP telephony endpoints are available from the service provider. At a minimum, the service provider shall provide a list of IP telephony end-points that are certified

by the service provider. LCTCS reserves the right to purchase these certified end-points from a third party. The bidder should use the forms in Section 7 (IP Telephony End- Points) to provide a description of the proposed level of support.

3.2.5 SUPPORTED CALL TYPES

The following call types shall be supported by the hosted IP telephony service:

- On-net to on-net — Calls originating on the hosted IP telephony network and terminating on the hosted IP telephony network
- On-net to off-net - Calls originating on the hosted IP telephony network and terminating on the PSTN (intra-state, inter-state, international)
- Off-net to on-net - Calls originating on the PSTN and terminating on the hosted IP telephony network

LCTCS desires no charge unlimited outbound direct dial, on-net, intrastate and interstate long distance calling. The bidder shall provide rate information for international calls.

3.2.6 THIRD PARTY INTERNET ACCESS

LCTCS desires to offer to its users the ability to access the IP telephony service via a third party internet connection. This is to facilitate the customer's ability to maintain communications from any access point on the Internet during a period of emergency. The bidder should fully describe any software/hardware required to accomplish this function on the form in Section 7 (Third Party Internet Access).

3.2.7 SERVICE ADMINISTRATION AND MANAGEMENT

LCTCS desires the bidder provide a complete description of the service's administrative and management capabilities on the form in Section 7 (Service Administration and Management). The description should address capabilities such as: feature and user profile management and administration, user group management and administration by class and policy, and security policy management and administration. LCTCS desires to have administrative and management capabilities that can be provisioned in a hierarchy of administrative levels.

3.2.8 NETWORK DISASTER RECOVERY CAPABILITY

The bidder should provide a detailed description of the survivability of proposed VoIP communications service. The description should include not only a description of the physical characteristics designed into the network to mitigate risk in the event of a disaster but should also provide insight into the disaster recover plan the contractor will execute in the event of a disaster. The bidder should use the form in Section 7 (Network Disaster Recovery Capability).

3.3 EQUIPMENT/SERVICE PROVISION REQUIREMENTS

3.3.1 DELIVERY

LCTCS desires a fast turnaround on orders. The bidder should specify order intervals for service and equipment and should use the form in Section 7 (Delivery).

3.3.2 IMPLEMENTATION

3.3.2.1 INTERFACE WITH COMMON CARRIER

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

3.3.2.2 IMPLEMENTATION PLAN

Within 20 calendar days of receipt of an LCTCS approved order, the Contractor shall prepare and submit to the LCTCS Project Manager for review and approval a service implementation schedule. The schedule shall include a milestone plan to show the orderly progression of events and cutover of the service. 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 LCTCS Project Manager. The implementation plan shall show the cutover date for the service, as agreed to by the Contractor, agency, and the LCTCS Project Manager.

3.3.3 INSTALLATION

3.3.3.1 PRE-INSTALLATION MEETING

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

3.3.3.2 INSTALLATION INTERVAL

LCTCS desires a fast turnaround on installation. The bidder shall specify guaranteed installation intervals and should use the form in Section 7 (Guaranteed Installation Intervals).

3.3.3.3 MINIMUM SERVICE PERIOD

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.

4.1 PRICING SPECIFIC TO THE BID DOCUMENT

4.1.1 SERVICE - DIRECT MANAGED ACCESS

For each feature package offered, the bidder shall quote a per-seat rate per month to the principle Baton Rouge location (265 South Foster Drive).. These per-seat rates shall include all recurring costs to provide the ongoing service. For each feature package offered, the bidder shall also quote a one-time set-up charge per seat. The State desires a volume pricing schedule for the per-seat subscriptions based on the following structure:

0	—	100 seats
101	—	149 seats
150	—	200 seats

The bidder should use the form provided in Section 7 (Pricing Pages).

The application of the volume pricing schedule shall be interpreted as follows: the level of pricing to be used for billing will be determined at the time of invoicing by taking the total number of subscriptions statewide for the month, matching that number of subscriptions with the pricing schedule and applying the appropriate tier per-seat rate to all subscriptions. For example, if at the time of invoicing the state has 160 subscriptions with the contractor, the contractor shall apply the bid per-seat rate per month for the discount tier "150 — 200 seats" to all 160 subscriptions to be billed that month.

The pricing elements described in this section are the only means for the contractor to recover his cost for this service option.

4.1.3 LONG DISTANCE CALLING

If the bidder elects to charge for long distance calling, the bidder shall bid two long distance calling zones, intrastate and interstate. The bidder shall bid a flat charge cost per minute rate for each calling zone. The bidder shall fully disclose the call rating methodology with regard to minimum billing increments and subsequent additional rounding increments. The bidder should use the form provided in Section 7 (Pricing Pages). The bidder must provide long-distance service within the per seat rate.

4.1.4 IP TELEPHONY END-POINTS

If the bidder chooses to offer end-points, then he shall provide a list of unit prices for drop-shipped equipment. The bidder should describe in detail the warranty provided for the equipment bid. Prices shall include warranty, all material, and all shipping costs, FOB Agency. The bidder should use the form provided in Section 7 (Pricing Pages).

4.1.5 REGULATED CHARGES

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 the bidder's 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 charges (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 has a question regarding what is considered to be an acceptable regulated, the bidder 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 LCTCS and receiving approval for an increase.

The bidder should use the form provided in Section 7 (Pricing Pages).

5.0 EVALUATION AND AWARD

5.1 GENERAL

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

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.

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

5.2.2 SPECIFIC CRITERIA (WEIGHTED)

Cost. The maximum number of points that shall be awarded for this criterion is two-hundred (200). The maximum points for this criterion shall be awarded to the bidder who bids the lowest total cost for the service as described herein plus long distance charges calculated over a thirty-six (36) month period.

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 these criteria is one-hundred (100). It is possible that no bidder may receive the maximum number of points.

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

5.2.3 SIMULTANEOUS REVIEW

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

5.3 METHODOLOGY

5.3.1 MODEL

Cost shall be calculated by multiplying the unit price by the model quantities to obtain a total cost. The 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.

5.3.2 FORMULAS

Cost proposals for all Proposers will be opened, evaluated and an absolute score provided. Points will be assigned for the Cost Analysis using a calculation-based evaluation process focusing on the total cost of ownership based on the pricing submitted by each Proposer on the Cost Proposal Schedules provided in Appendix 2. The cost scores will be calculated as follows:

- The lowest “grand total” cost proposal will receive 100% of the available points (200).
- Remaining proposals will receive points based on application of the following formula:

$$\text{Cost Points} = (\text{Cost of Lowest Cost Proposal} / \text{Cost of Proposal Being Evaluated}) * 200 \text{ points}$$

5.4 OTM RECOMMENDATION FOR AWARD

5.4.1 DETERMINATION OF SUCCESSFUL BIDDER

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.

5.4.2 WRITTEN RECOMMENDATION FOR AWARD

When LCTCS has completed the evaluation and a successful bidder(s) has been determined, a written recommendation for award shall be forwarded to the Office of Telecommunications and Office of Information Technology for review.

5.5 AWARD

LCTCS shall issue a Notice of Award to the successful bidder(s).

6.0 CONTRACTUAL TERMS AND CONDITIONS

6.1 GENERAL TERMS AND CONDITIONS

6.1.1 TAXES

Bidders should be aware that any taxes levied upon the selected bidder or 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 this 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 this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

6.1.5 INTENTIONALLY LEFT 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

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 INTENTIONALLY LEFT BLANK

6.1.10 WAIVER CLAUSE

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this 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 this 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 this 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 this 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 this 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

6.2.1 CONTRACT TERM

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

6.2.2 RENEWAL TERM

Upon acceptance by the Contractor and approval by LCTCS, this contract may be renewed for three additional twelve month periods at the same prices, terms and conditions.

6.2.3 ORDERS

Written orders for state agencies shall be issued by LCTCS.

6.2.4 INTENTIONALLY LEFT BLANK

6.2.5 INVOICING

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

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

The Contractor shall submit itemized invoices for written orders issued and approved by LCTCS to the LCTCS 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.

6.2.5.1 CALL DETAIL RECORDS

The Contractor(s) shall provide access to call detail records which shall provide complete detail on all calling activity.

6.2.6 PAYMENTS

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

6.2.7 REPORTS

LCTCS desires a robust reporting capability. Access to these records shall be made available in a secure online fashion or by request of LCTCS. The bidder should use the form in Section 7 (Reports) and describe in detail and provide sample reports (online and hardcopy) for all standard reports available with the system. Data should be exportable to at least a csv format.

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6.2.9 TERMINATION

6.2.9.1 TERMINATION FOR CAUSE

LCTCS may terminate this 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 LCTCS 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 LCTCS has determined the Contractor to be in default, LCTCS 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.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of LCTCS to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying LCTCS' failure and a reasonable opportunity for the State to cure the defect.

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 LCTCS for changes in pricing.

6.2.9.2 TERMINATION FOR CONVENIENCE

LCTCS 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. 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 this 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 LCTCS Contact.

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

6.2.12.1 PERFORMANCE GUARANTEE

The selected bidder shall execute and deliver to LCTCS, within fifteen (15) calendar days after official notice, an original performance guarantee in the amount of \$10,000. This performance guarantee shall be in the form of a performance bond or an irrevocable standby letter of credit. The performance bond, if used, shall be from a surety company licensed to do business in Louisiana with all fees current, in an amount equal to the above stated sum and shall be secured by a surety or insurance company and in accordance with restrictions set by them. The irrevocable standby letter of credit, if used, shall be from a bank or savings association that meets the minimum capital requirements established by state and federal regulatory authority and shall be for an amount equal to the above stated sum. The performance guarantee shall be made payable to LCTCS 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.

6.2.13 REMEDIES

6.2.13.1 WARRANTY/SERVICE GUARANTEE REQUIREMENTS

Service guarantee shall mean it is the responsibility of the Contractor to provide the contracted service and to maintain the service performance levels as required in this bid document during the entire term of the contract at no additional cost to LCTCS.

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 LCTCS of the outage, the affected facilities, and the projected restoration time; and honor all guaranteed response times and repair times, as applicable.

The bidder shall state his guaranteed restoration intervals and should use the form in Section 7 (Warranty/Service Guarantee Requirements).

6.2.13.2 LIQUIDATED DAMAGES

It is understood and agreed between LCTCS and the Contractor, that time is of the essence and that for each calendar day of delay beyond the delivery date for the item, the guaranteed installation interval, 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 LCTCS, and through a maximum of sixty (60) calendar days, the Contractor shall pay to LCTCS as liquidated damages the sum of .5% of the contract price. It is understood between LCTCS and the Contractor that such sum shall be treated as liquidated damages and not as a penalty, and that LCTCS may withhold from the Contractor's compensation such sums as liquidated damages.

Whenever an interruption of services or other defect in transmission occurs due to events other than those addressed under Force Majeure, the Contractor shall be assessed at a rate of \$25 per day per line affected for interruptions or defects in transmission lasting beyond the restoration time guaranteed by the bidder in response to this bid document. The Contractor shall make available to the State any and all logs, records, maintenance reports and other documentation which LCTCS requests in order to determine usage and outages. Each party shall assist the other in resolving claims. LCTCS may withhold from any payments to the Contractor the cost of damages from interruption of services.

Liquidated damages may be assessed if the Contractor files a Special Billing Arrangement/Custom Tariff (SBA/CT) or an amendment to an SBA/CT, LCTCS' 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 LCTCS to enter into a replacement contract, through a maximum of ninety (90) days. The Contractor agrees to pay to LCTCS as liquidated damages and not as a penalty the sum of \$ 300 per calendar day.

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

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6.2.13.6 LATE HARD COPY INVOICE

Failure on the part of the Contractor to provide a hard copy invoice by the tenth (10th) calendar day of the month may result in nonpayment 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 this contract by assignment, transfer, or novation without prior written consent of LCTCS. 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 LCTCS.

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 this contract.

Contractor shall be fully liable for the actions of its 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, its 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 LCTCS.

Contractor shall indemnify, defend and hold LCTCS 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 LCTCS in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished by Contractor under its bid response and the contract, or of any copyright trademark, trade secret or intellectual property right, provided that LCTCS 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, LCTCS may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the LCTCS' exclusive remedy to take action in the following order of precedence: (i) to procure for the LCTCS 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 LCTCS 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, 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.

LCTCS 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 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

Contractor agrees to provide the LCTCS 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 this 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 LCTCS 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 LCTCS 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 LCTCS 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 LCTCS, 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 LCTCS 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 LCTCS 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.

7.0 BIDDER RESPONSE FORMS

Instructions

The forms in this section are provided for the convenience of the state evaluation team and the bidder. The bidder is encouraged to utilize these forms to present information requested by the state as well as any additional information the bidder considers relevant to their response to the bid. The bidder may attach additional explanatory information as needed. **The forms may be duplicated**

as necessary.

The bidder is cautioned not to rely solely on the forms to satisfy their responsibility in responding to the requirements of the bid. It is the responsibility of the bidder to read and understand all sections of the bid and any addenda issued to the bid to ensure all requested information is provided in a timely manner.

7.0 PRICING PAGES

See Spreadsheet – VOIP RFP Section 7 Pricing Worksheet 20100104

SECTION 7 PRICING AND RESPONSE WORKSHEET

7.0.1	Volume Pricing Tiers §4.1.1	Rate/Month/Seat §4.1.1	One Time Setup Charge/Seat §4.1.1	Log Distance Intrastate Rate/Minute §4.1.3	Long Distance Interstate Rate/Minute §4.1.3	International Rate/Minute §3.2.5	International Rate/Minute §3.2.5
	0-100						Please include as an attachment to response if rates/country apply
	101-149						
	150-200						

Certified Optional IP

7.0.2 **Telephony End-Points Provided by Respondent §4.1.4**

Brand	Model No.	Cost/Unit	Num. of Units

7.0.3 **Description of Proposed Network Connectivity §3.2.1.1** *Please Include as an attachment to response*

7.0.4 **Service Feature Pack** *Please Include as an attachment to response*

7.0.5 **Certified IP Telephony End-Points §3.2.4**

Brand	Model No.

7.0.6 **Third Party Internet Access §3.2.6** *Please Include as an attachment to response*

7.0.7 **Third Party Internet Access §3.2.6** *Please Include as an attachment to response*

Services

7.0.8 Administration & Management §3.2.7 *Please Include as an attachment to response*



**Delivery §3.3.1 -
Specify order intervals
for service &**

Please Include as an attachment to response

7.0.9 equipment



**Installation Plan
§3.3.2.2 - Provide
proposed**

Please Include as an attachment to response

7.0.10 implementation plan



**Call Detail Record
§3.3.2.2 - Provide
sample of call detail**

Please Include as an attachment to response

7.0.11 record



Reports §6.2.7 -

**7.0.12 Explanation of
Reporting capabilities
& samples of reports**

Please Include as an attachment to response



Warranty/Service

**7.0.13 Guarantee
Requirements**

Please Include as an attachment to response

§6.2.13.1



Network Disaster

**7.0.14 Recovery Capability
§3.2.8**

Please Include as an attachment to response