

REQUEST FOR PROPOSAL

STATE OF LOUISIANA

DIVISION OF ADMINISTRATION
OFFICE OF STATE PURCHASING

BIDS WILL BE PUBLICLY OPENED:

FEB 07, 2012 10:00 AM

PURCHASING AGENCY NO. : 107001

=====> VENDOR NO. :
SOLICITATION : 2247313
FILE NO. :
OPENING DATE : 02/07/12

VENDOR NAME AND ADDRESS

SEE NO. 8 BELOW. RETURN BID TO

10:00 AM

2247313 02/07/12

OFFICE OF STATE PURCHASING
OFFICE OF STATE PURCHASING
POST OFFICE BOX 94095
BATON ROUGE, LA 70804-9095

BUYER : CAROLYN HOOVER
BUYER PHONE : (225) 342-8021
DATE ISSUED : 12/01/11
REQ. AGENCY : 107001 FOLD HERE-->
OFFICE OF STATE PURCHASING
AGENCY REQ. NO. :
ISIS REQ. NO. : 1342411
VENDOR PHONE :
FISCAL YEAR : 12
CLASS/SUBCLASS : 91579
SCHEDULED BEGIN DATE : 05/31/12
SCHEDULED END DATE : 05/31/15
T-NUMBER : 92813

**FILL IN VENDOR NUMBER (FEIN), NAME AND
ADDRESS ABOVE, BEFORE SUBMITTING BID.**

CONFERENCING SERVICES
STATEWIDE CONTRACT

TO BE COMPLETED BY VENDOR

1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE.
2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.
4. _____ BID BDNO ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED.
5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.D.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: _____ N/A
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% OF BID.
7. DESIRED DELIVERY: _____ 030DAYS ARO
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

FOLD HERE-->

VENDOR PHONE NUMBER:
FAX NUMBER:

TITLE

DATE

SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3.
(MUST BE SIGNED)

NAME OF BIDDER
(TYPED OR PRINTED)

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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:
 NA
 NA
 NA

13. BID FORMS.
 ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
- B. BID FILLED OUT IN PENCIL; AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.

14. STANDARDS OF QUALITY.
 ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.
 BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.
 BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.
 THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

18. PRICES.
 UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.
 BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.
 VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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21. NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. 22. CONTRACT RENEWALS. UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS. 23. CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT. 24. DEFAULT OF CONTRACTOR. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL 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 PURCHASE 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 FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED. 25. ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN. 26. APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA. 27. COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS 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 WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, 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. 28. SPECIAL ACCOMMODATION. ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING. 29. INDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.			

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***** 30. SIGNATURE AUTHORITY ATTENTION: R.S. 39:1594(C)(4) REQUIRES EVIDENCE OF AUTHORITY TO SIGN AND SUBMIT BIDS TO THE STATE OF LOUISIANA. YOU MUST INDICATE WHICH OF THE FOLLOWING APPLY TO THE SIGNER OF THIS BID. PLEASE CIRCLE ONE: 1. THE SIGNER OF THIS 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 THIS OFFICE BEFORE CONTRACT AWARD. 2. THE SIGNER OF THE BID IS A REPRESENTATIVE OF THE BIDDER AUTHORIZED TO SUBMIT THIS BID AS EVIDENCED BY DOCUMENTS SUCH AS, CORPORATE RESOLUTION, CERTIFICATION AS TO CORPORATE PRINCIPAL, ETC. IF THIS APPLIES, A COPY OF THE RESOLUTION, CERTIFICATION, OR OTHER SUPPORTIVE DOCUMENTS 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 THIS OFFICE 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 THIS OFFICE. ***** ***** 31. 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 INTEREST 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 A CONTRACT OR BID AWARDED UNDER LAWS GOVERNING PUBLIC CONTRACTS UNDER THE PROVISIONS OF CHAPTER 10 OF TITLE 39 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. ***** 32. CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$25,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN DMB CIRCULAR A-133. A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT HTTP://WWW.EPLS.GOV			

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
 OFFICE OF STATE PURCHASING
 P O BOX 94095
 BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING
 CLAIBORNE BUILDING, SUITE 2-160
 1201 NORTH THIRD STREET
 BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER SHOULD BE AWARE OF SECURITY REQUIREMENTS FOR THE CLAIBORNE BUILDING AND ALLOW TIME TO BE PHOTOGRAPHED AND PRESENTED WITH A TEMPORARY IDENTIFICATION BADGE.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

 PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

ATTENTION:

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC AT THE FOLLOWING WEB SITE:
[HTTP://WWW.WPRD.DOA.LOUISIANA.GOV/OSP/LAPAC/PUBMAIN.ASP](http://www.wprd.doa.louisiana.gov/osp/lapac/pubmain.asp)
 ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

1.0 SCOPE

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

This Request for Proposal (RFP) is to obtain competitive bids as allowed by Louisiana Revised Statute 39:1754 from bona fide, qualified bidders who are interested in providing multi-media conferencing services as follows: audio, web, and desktop video (web cam).

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 evaluation or informational purposes only. The State does not guarantee that these quantities shall be purchased from the contract.

2.0 BID RESPONSE PREPARATION/SUBMITTAL INSTRUCTIONS

2.1 DEFINITIONS

Bid Document - for the purposes of this document, is defined as the document used to solicit bids 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.

Connections - means the linking of a conference attendee whether audio only, audio with web, or audio/web/desktop into a conference situation.

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

Far End Viewing – means the ability for video conference attendees to view other attendees at the far end. The host determines which of the attendees will be shown on the screen and seen by all other attendees.

OTM – means the Office of Telecommunications Management.

Service Offering – 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).

2.2 CALENDAR OF EVENTS

Release Bids:	December 6, 2011
Deadline to Receive Inquiries:	January 5, 2012
Deadline to Answer Inquiries:	January 26, 2012
Bid Opening:	February 7, 2012-10:00 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

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: Carolyn Hoover
P. O. Box 94095
Baton Rouge, LA 70804-9095

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

E-Mail: Carolyn.Hoover@la.gov Phone: (225)342-8021/ Fax: (225)342-8688

A copy of such inquiry should be delivered to:

Office of Telecommunications Management
Attention: Nadine Molliere

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

Courier Delivery Address:
1201 North Third Street
Claiborne Building, Suite 2-213
Baton Rouge, LA 70802

E-Mail: Nadine.Molliere@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 BLANK

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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://www.wprd.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: Conferencing Services
- File Number: S-92813-YT; Solicitation No. 2247313
- Bid Document Opening Date: February 7, 2012 - 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 BLANK

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. If bidding jointly, the bidders should complete the form in Section 7.2.16 (Joint Bid Response).

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 the bid response. The cost portion of the 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

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 on the form in Section 7.2.2 (Signature Authority) 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 documents such as corporate resolution, certification as to corporate principal, etc. If this applies, a copy of the resolution, certification, or other supportive document 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 bid.

2.14

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

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

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVets and SEs respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at <https://smallbiz.louisianaforward.com/index 2.asp>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaforward.com/index 2.asp>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network

<http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Small E, VSE, or DVSE.

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

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each. 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 bidder should provide information concerning Veteran and Hudson Initiative participation in Section 7.2.1, Veteran and Hudson Initiative Programs.

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, 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 \$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

The State desires that the bidder has been in the business of providing conferencing services being bid for at least three (3) years. The bidder should complete the form provided in Section 7.2.4 (Bidder Qualifications).

The bidder shall supply three (3) user references other than the State of Louisiana. The references shall utilize the same conferencing services as being bid, they shall have been provided by the bidder, and the references shall have been using their services for at least one (1) year prior to the bid opening date. 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 bidder should provide reference information on the forms in Section 7.2.3 (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 two (2) attempts, the bidder shall be contacted for assistance in soliciting responses. The bidder shall provide the information within five (5) working days upon request or evaluation will proceed without the reference(s) at a potential detriment to the bidder.

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 7.2.4 (Bidder Qualifications) with the bid response.

3.2 TECHNICAL REQUIREMENTS

3.2.1 GENERAL

The State is seeking to establish one (1), two (2), or three (3) contracts for multi-media conferencing services with stable and predictable rate structures. The services bid shall be available statewide to all State and quasi State agencies.

Three types of conferencing services are requested: audio, audio with web, and audio/web/desktop video via web cam. It is anticipated that agencies will utilize the services offered individually and in combination with one another, depending on the application and the needs of the conferees per conference session.

3.2.1.1 AUDIO

The audio conference service shall enable the host and the attendees to dial-in to a conference call via a Contractor-provided toll free access number for participant calls originating in the United States.

The service bid shall provide the host the ability to record the conference.

The State desires that the bidder provide:

- international conferencing services.
- reservationless capability such that conferences can be set up on demand.
- internet-based reservation services.

The bidder should define the maximum number of attendees supported. The bidder should use the form in Section 7.2.5 to describe the audio conference service offered.

3.2.1.2 AUDIO/WEB

The audio/web conference service combination shall provide for VoIP, landline, and cellular audio capability.

The services bid shall provide the host the ability to record the conference.

The State desires that the service provide the meeting initiator with the capability to pass control of the conference to another member of the conference.

The State desires that the bidder provide:

- international conferencing services.
- reservationless capability such that conferences can be set up on demand.
- internet-based reservation services.

The bidder should define the maximum number of attendees supported. The bidder should use the form in Section 7.2.6 to describe the audio/web conference service offered.

3.2.1.3 AUDIO/WEB/DESKTOP VIDEO (WEB CAM)

The audio/web/desktop video (web cam) service bid shall provide for VoIP, landline, and cellular audio capability.

The service bid shall provide:

- the ability to select desktop applications and share content presentations.
- the ability for attendees to type in questions during a conference.
- the ability for the host to poll attendees during a conference.
- far end viewing of attendees.

The performance level in full duplex mode shall be at least 720p 30fps encoding and decoding. The bidder shall note the encoding and decoding performance level of the provided video service in Section 7.2.7.

The service bid shall provide the host the ability to record the conference.

The State desires that the bidder provide:

- international conferencing services.
- reservationless capability such that conferences can be set up on demand.
- internet-based reservation services.

The State desires that the service provide the meeting initiator with the capability to pass control of the conference to another member of the conference.

The State desires that the service bid is able to handle at least five hundred (500) attendees per conference.

The State desires that the bidder provide the ability to track information regarding the attendees, compile the information, and provide reports. The bidder should describe in detail the information that can be tracked and the flexibility of the reporting mechanism.

The State desires that the conference host have the ability to control the conference and expel an attendee.

The State desires that the host have the ability to set up permissions for attendees for each conference. The bidder should describe the parameters and capabilities of the service bid. The bidder should use the form in Section 7.2.7 to describe the audio/web/desktop video (web cam) service offered.

3.2.1.4 RECORDING AND STORAGE CAPABILITY

All recorded conferences shall be accessible on demand via a Contractor-provided URL as long as the contract is in effect. Once the contract has expired, the Contractor shall allow an agency to switch to a self storage URL for a one-time fee.

A URL site for recorded conferences shall be set up for each requesting entity. Storage usage shall be shown on the website so each account holder can view the memory usage. Each storage site shall have 2 Gigabyte of memory.

The bidder should state:

- the quantity of simultaneous playback connections per URL that will be supported for the fees quoted.
- the number of administrators of each account/URL site that will be permitted.

The bidder should use the form in Section 7.2.8 (Recording and Storage Capabilities) to describe the recording and storage capability offered.

3.2.1.5 VALUE-ADDED SERVICES AND FEATURES

Any value-added services and features that are not listed above but are intrinsic to the service and are at no additional cost to the State, should be listed and described on the Value-Added Services and Features form in Section 7.2.9.

Any value-added services and features that are intrinsic to the service and would entail an additional cost to the State, should be listed and described on the Value-Added at a Cost Services and Features on the form in Section 7.2.10.

3.2.2 CALL RATING

For each service offering the bidder shall explain how connections to conferences are rated. The bidder shall note the rounding techniques used, how it applies to each attendee, and provide examples.

The bidder shall note if there is a minimum billed connection duration. The bidder should use the form in Section 7.2.11 (Call Rating) to provide this information.

3.3 SERVICE PROVISION REQUIREMENTS

3.3.1 DELIVERY

The Contractor shall provide service to the ordering agency no later than three (3) calendar days after receipt of the order. The bidder should state his delivery time on the form in Section 7.2.12 (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.

3.3.3 INSTALLATION

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.

3.4 CUSTOMER SERVICE

The Contractor shall provide a highly responsive, effective level of service. Service and support shall be available 24 hours per day/7 days per week via a toll free number.

The bidder should provide a detailed narrative describing his customer service philosophy and how he will handle the State's business. Using the form in Section 7.2.13, the bidder should describe:

- 1) the preferred method agencies should use to order service
- 2) the process that will be used to rectify billing problems within two (2) billing cycles
- 3) how contract-related, customer service, billing, marketing, and trouble issues will be resolved. The bidder should provide a contact name, title and contact information for each.

3.5 TRAINING REQUIREMENTS

The Contractor shall provide basic training at no cost to select personnel of State agencies that request this service. The training shall include full instruction on the use, control, and management of the service bid. On-site and/or web-based training is acceptable.

The bidder should describe in Section 7.2.14 all training offered at no cost and any additional training that can be provided at a cost.

- 3.6 BLANK
- 4.0 PRICING SPECIFICATIONS
- 4.1 PRICING SPECIFIC TO THE BID DOCUMENT

Per Minute Rates

The bidder shall provide the per minute, per attendee rate and the maximum number of supported attendees for audio only conferences. The bidder should use the form in Section 7.1.1 (Rates).

The bidder shall provide the per minute, per attendee rate and the maximum number of supported attendees for audio combined with web conferences. The bidder should use the form in Section 7.1.1 (Rates).

The bidder shall provide the per minute, per attendee rate and the maximum number of supported attendees for audio combined with web and desktop video conferences. The bidder should use the form in Section 7.1.1 (Rates).

Monthly Flat Rates/Overages

The bidder shall provide a monthly rate, per host, with unlimited conferences, and note the maximum number of attendees supported for audio-only conferences. The bidder should use the form in Section 7.1.1 (Rates).

The bidder shall provide a monthly rate, per host, with unlimited conferences and note the maximum number of attendees supported for audio and web combined conferences. The bidder should use the form in Section 7.1.1 (Rates).

The bidder shall provide a monthly rate, per host, with unlimited conferences for audio/web/desktop video (web cam) conferences for one (1) to 50 attendees. Any conference session with participating attendees over the flat rate pricing level shall be invoiced at the per minute rate for audio/web/desktop (web cam) video as requested in Section 4.1, Pricing Specific to the Bid Document-Per Minute Rate, and provided in Section 7.1.1. The bidder should use the form in Section 7.1.1 (Rates).

The bidder shall provide a monthly rate, per host, with unlimited conferences for audio/web/desktop video (web cam) conferences for 51 to 100 attendees. Any conference session with participating attendees over the flat rate pricing level shall be invoiced at the per minute rate for audio/web/desktop (web cam) video as requested in Section 4.1, Pricing Specific to the Bid Document-Per

Minute Rate, and provided in Section 7.1.1. The bidder should use the form in Section 7.1.1 (Rates).

The bidder shall provide a monthly rate, per host, with unlimited conferences for audio/web/desktop video (web cam) conferences for 101 to 250 attendees. Any conference session with participating attendees over the flat rate pricing level shall be invoiced at the per minute rate for audio/web/desktop (web cam) video as requested in Section 4.1, Pricing Specific to the Bid Document-Per Minute Rate, and provided in Section 7.1.1. The bidder should use the form in Section 7.1.1 (Rates).

The bidder shall provide a monthly rate, per host, with unlimited conferences for audio/web/desktop video (web cam) conferences for more than 250 attendees and note the maximum quantity of attendees supported. The bidder should use the form in Section 7.1.1 (Rates).

Recordings

The bidder shall provide the per minute rate for conference recordings per service. The bidder should use the form in Section 7.1.1 (Rates).

Set-Up Fee

The bidder shall quote a price for a one-time account set-up fee, if applicable. Bidders may quote a price of zero (0). The bidder should use the form in Section 7.1.1 (Rates).

Recording and Storage Capability

The bidder shall quote:

- A monthly fee for 2 Gigabyte of storage per URL site.
- A one-time fee for the set-up of a URL site.
- A monthly fee per Gigabyte for additional storage per URL site.
- A monthly flat rate for access per URL site.
- A one-time fee for user to switch to a self storage URL at contract expiration.

The bidder should use the form in Section 7.1.1 (Rates).

Value-Added Services and Features

The bidder should list and provide pricing for those services and features that are intrinsic to the service and will be provided at an additional cost. The

bidder should use the form in Section 7.1.2 (Value-Added Services and Features).

Options

If offered, the bidder shall provide per minute rates per attendee for reservationless conferencing. The bidder should use the form in Section 7.1.3 (Options).

If offered, the bidder shall provide per minute rates per attendee for international countries where service is provided. The bidder should use the form in Section 7.1.3 (Options).

If offered, the bidder shall provide any rates per attendee per conference associated with internet-based reservations. The bidder should use the form in Section 7.1.3 (Options).

Training

The bidder should list and provide pricing for all training that is offered at an additional cost. The bidder should use the form in Section 7.1.4 (Training).

4.1.1

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 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.** If itemizing these regulated charges in Section 7.1 (Regulated Charges), the bidder shall provide a clear description of the charge (example: USF/FCC authorized, XYZ/FCC mandated); the application of the charge (when it shall be applied, i.e. monthly); 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 regulatory charge bid will not be allowed or chargeable during the term of the contract. If the bidder bids a regulatory charge as a range (i.e., 4% to 6%) and OTM is unable to apply the range in the evaluation model, OTM shall use the highest

amount bid for evaluation purposes. 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 on the appropriate space on the "Regulated Charges" price page in Section 7.1.5.

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.

4.1.2 STATE TAXES

The State requires a stable and predictable rate structure for the term of the contract. As such, the bidder's quoted rates for goods and services to be provided shall be inclusive of state taxes that he wishes to recover. In accordance with Louisiana R.S. 47:301 (8) (c), OTM is exempt from sales tax levied by the State of Louisiana. A copy of OTM's Certificate of Sales/Use Tax Exemption is included herein as Appendix 8.1 of the RFP.

4.1.3 OTHER TAXES

The State requires a stable and predictable rate structure for the term of the contract. As such, the bidder's quoted rates for goods and services to be provided shall be inclusive of all other taxes that he wishes to recover.

4.1.4 OTHER CHARGES

The State requires a stable and predictable rate structure for the term of the contract. As such, the bidder's quoted rates for goods and services to be provided shall be inclusive of all administrative fees and surcharges that he wishes to recover.

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. No information shall be given out concerning the ultimate outcome while consideration of the award is in progress.

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

5.2.2

SPECIFIC CRITERIA (WEIGHTED)

Cost. The maximum number of points that shall be awarded for this criterion is sixty-five (65). The maximum points for this criterion shall be awarded to the bidder who bids the lowest total cost when prices bid for services are applied to the equivalent pricing elements in the evaluation model and 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 this criteria is twenty-five (25). It is possible that no bidder may receive the maximum number of points.

Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson

Initiative) Programs Participation: The maximum number of points that may be awarded for this criterion is ten (10). These points are reserved for bidders who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors. See Section 2.14 for additional information.

Reserved points shall be added to the applicable bidders' evaluation score as follows:

Bidder Status and Reserved Points

- Bidder is a certified small entrepreneurship: Full amount of the reserved points
- Bidder is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors:
 - 1 participating small entrepreneurship: 1/5th of the reserved points
 - 2 participating small entrepreneurship: 2/5ths of the reserved points
 - 3 participating small entrepreneurship: 3/5ths of the reserved points
 - 4 participating small entrepreneurship: 4/5ths of the reserved points
 - 5 or more participating small entrepreneurship: Full amount of the Reserved points

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. 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.

5.3.2 FORMULAS

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

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

All other bids, P_i , $i=2,3,\dots,N$, 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	=	$\frac{PI}{P_i} \times MP$
Vendor 1 Lowest bid \$ 8,500		=	PI
Vendor 2 bid \$10,000		=	P_i
	60	=	MP
(Vendor 1) \$8,500 x 60		=	51
(Vendor 2) \$10,000			

5.4 OTM RECOMMENDATION FOR AWARD

5.4.1 DETERMINATION OF SUCCESSFUL BIDDER

A recommendation for award may be made for one (1), two (2), or three (3) bidders receiving the highest ranking points meeting all mandatory administrative and technical requirements.

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

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 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 BLANK

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

6.2.1 CONTRACT TERM

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

6.2.2 RENEWAL TERM

Upon acceptance by the Contractor and approval by the State, the contract may be renewed for two (2) additional twelve (12) month periods at the same prices, terms and conditions.

6.2.3 ORDERS

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

6.2.4 CHANGE ORDERS

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

6.2.5 INVOICING

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

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.

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

6.2.6 PAYMENTS

The acquiring agency shall be responsible for payment.

6.2.7 REPORTS

The Contractor shall provide OTM a quarterly usage report indicating the quantity of conference calls, total minutes of usage, and billings per service type.

OTM reserves the right to request other informational reports as needed. Available reports shall be furnished within five (5) business days after the request.

The bidder should use the form in Section 7.2.15 (Reports) to describe available reports.

6.2.8 BLANK

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.

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 BLANK

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 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.

6.2.14 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.

7.0 BIDDER RESPONSE FORMS

7.1 PRICING PAGES

7.1.1 RATES (See Section 4.1)

<u>Per Minute Rates</u>	<u>Per-Minute Rate Per Attendee</u>	<u>*Maximum Number of Supported Attendees</u>
Audio Only	\$ _____	_____
Audio/Web	\$ _____	_____
Audio/Web/Desktop Video	\$ _____	_____

<u>Monthly Flat Rates with Unlimited Conferences</u>	<u>Monthly Rate Per Host</u>	<u>*Maximum Number of Supported Attendees</u>
Audio Only	\$ _____	_____
Audio/Web	\$ _____	_____

<u>Monthly Flat Rates with Unlimited Conferences</u>	<u>Monthly Rate Per Host</u>
Audio/Web/Desktop Video for 1-50 attendees	\$ _____
Audio/Web/Desktop Video for 51-100 attendees	\$ _____
Audio/Web/Desktop Video for 101-250 attendees	\$ _____
Audio/Web/Desktop Video for over 250 attendees	\$ _____

*Maximum # of Supported Attendees _____

<u>Recordings</u>	<u>Per Minute Rate Per Recording</u>
Conference Recording for Audio Only	\$ _____
Conference Recording for Audio/Web	\$ _____
Conference Recording for Audio/Web/Desktop Video	\$ _____

Set-Up Fee

Account Set-Up Fee (One-time) \$ _____ per account

*Bidder to note maximum supported attendees. Information will be used in the subjective evaluation.

7.0 BIDDER RESPONSE FORMS
7.1 PRICING PAGES
7.1.1 RATES (See Section 4.1) (continued)

Recording and Storage Capability

Monthly Fee for URL for 2 Gigabyte \$ _____

One-Time Fee for Set-Up of URL \$ _____

Monthly Fee per Gigabyte of Additional Storage per URL \$ _____

Monthly Flat Rate for Access Per URL \$ _____

One-Time Fee to Switch URL Stored Conferences to a
Self Storage URL \$ _____

7.0 BIDDER RESPONSE FORM

7.1 PRICING PAGES

7.1.2 VALUE-ADDED SERVICES AND FEATURES (See Section 4.1)

7.0 BIDDER RESPONSE FORMS

7.1 PRICING PAGES

7.1.3 OPTIONS (See Section 4.1)

OPTIONS:

**Option
Available
(Yes, No) Audio**

_____ Reservationless Conferencing	\$ _____ Rate Per Minute Per Attendee
_____ International Conferencing	Attach Pricing Per Minute Per Attendee
_____ Internet-based Reservations	\$ _____ Per Attendee Per Conference

Audio/Web

_____ Reservationless Conferencing	\$ _____ Rate Per Minute Per Attendee
_____ International Conferencing	Attach Pricing Per Minute Per Attendee
_____ Internet-based Reservations	\$ _____ Per Attendee Per Conference

Audio/Web/Desktop Video (Web Cam)

_____ Reservationless Conferencing	\$ _____ Rate Per Minute Per Attendee
_____ International Conferencing	Attach Pricing Per Minute Per Attendee
_____ Internet-based Reservations	\$ _____ Per Attendee Per Conference

- 7.0 BIDDER RESPONSE FORM**
- 7.1 PRICING PAGES**
- 7.1.4 TRAINING (See Section 4.1)**

7.0 BIDDER RESPONSE FORMS

7.1 PRICING PAGES

7.1.5 REGULATED CHARGES (See Section 4.1.1)

Description	Application	Charge (\$, %)	Units	Mandatory/ Authorized (M, A)

Description – A description of the charge (i.e., Universal Fee).

Application – When is the charge applied (i.e., Monthly)?

Charge (\$, %) – What is the charge (i.e., \$5.00 or 10%)?

Unit – Against what unit will the charge be applied. The only acceptable units are:

- Percentage of Usage
- Per Line
- Per Minute
- Per Call

7.0 BIDDER RESPONSE FORMS

7.2 OTHER RESPONSE FORMS

7.2.1 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

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

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

7.0 BIDDER RESPONSE FORMS
7.2 OTHER BIDDER RESPONSE FORMS
7.2.2 SIGNATURE AUTHORITY (See Section 2.12)

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

Telephone _____ Email _____

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

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

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

7.0 BIDDER RESPONSE FORMS
7.2 OTHER BIDDER RESPONSE FORMS
7.2.3 REFERENCES (See Section 3.1.1)

- 1) **COMPANY NAME:** _____
Contact Person: _____
Address: _____

City/State: _____
Telephone/Fax: _____
Email Address: _____
- 2) **COMPANY NAME:** _____
Contact Person: _____
Address: _____

City/State: _____
Telephone/Fax: _____
Email Address: _____
- 3) **COMPANY NAME:** _____
Contact Person: _____
Address: _____

City/State: _____
Telephone/Fax: _____
Email Address: _____

7.0 BIDDER RESPONSE FORMS

7.2 OTHER BIDDER RESPONSE FORMS

7.2.4 BIDDER QUALIFICATIONS (See Section 3.1.1)

The bidder has been providing the service(s) bid since _____ (month, year).

The bidder should provide any relevant information concerning his qualifications to perform work under the contract.

7.0 BIDDER RESPONSE FORMS
7.2 OTHER BIDDER RESPONSE FORMS
7.2.5 AUDIO CONFERENCE SERVICE (See Section 3.2.1.1)

The bidder should describe his audio conference service.

- 7.0 BIDDER RESPONSE FORMS**
- 7.2 OTHER BIDDER RESPONSE FORMS**
- 7.2.6 AUDIO/WEB CONFERENCE SERVICE (See Section 3.2.1.2)**

The bidder should describe his audio/web conference service.

7.0 BIDDER RESPONSE FORMS

7.2 OTHER BIDDER RESPONSE FORMS

7.2.7 AUDIO/WEB/DESKTOP VIDEO (WEB CAM) SERVICES (See Section 3.2.1.3)

The bidder should describe his audio/web/desktop video (web cam) services.

7.0 BIDDER RESPONSE FORMS

7.2 OTHER BIDDER RESPONSE FORMS

7.2.8 RECORDING AND STORAGE CAPABILITIES (See Section 3.2.1.4)

The bidder should describe the recording and storage capabilities offered.

7.0 BIDDER RESPONSE FORMS

7.2 OTHER BIDDER RESPONSE FORMS

7.2.9 VALUE-ADDED SERVICES/FEATURES AT NO COST (See Section 3.2.1.5)

Bidders should list and describe services/features that are also included with the services bid at no additional cost to the State.

7.0 BIDDER RESPONSE FORMS

7.2 OTHER BIDDER RESPONSE FORMS

7.2.10 VALUE-ADDED SERVICES/FEATURES AT A COST (See Section 3.2.1.5)

Bidders should list and describe services/features that are also included with the services bid at an additional cost to the State.

7.0 BIDDER RESPONSE FORMS
7.2 OTHER BIDDER RESPONSE FORMS
7.2.11 CALL RATING (See Section 3.2.2)

The bidder shall explain how individual calls will be rated for the following services. At a minimum, the explanation shall include rounding techniques used, how it is applied to each attendee, and examples. The bidder shall also note if there is a minimum billed connection duration.

Audio

Audio/Web

Audio/Web/Desktop (Web Cam)

7.0 BIDDER RESPONSE FORMS
7.2 OTHER BIDDER RESPONSE FORMS
7.2.12 DELIVERY (See Section 3.3.1)

The bidder should state the following:

Turn-around time for providing audio conferencing service once the order is received
_____ days

Turn-around time for providing audio/web conferencing services once the order is received
_____ days

Turn-around time for providing audio/web/video conferencing services once the order is received
_____ days

7.0 BIDDER RESPONSE FORMS
7.2 OTHER BIDDER RESPONSE FORMS
7.2.13 CUSTOMER SERVICE (See Section 3.4)

The bidder should describe the level of customer service offered.

7.0 BIDDER RESPONSE FORMS
7.2 OTHER BIDDER RESPONSE FORMS
7.2.14 TRAINING (See Section 3.5)

The bidder should describe training offered to the State at no cost.

The bidder should describe additional training offered at a cost.

7.0 BIDDER RESPONSE FORMS
7.2 OTHER BIDDER RESPONSE FORMS
7.2.14 TRAINING (See Section 3.5)

The bidder should describe training offered to the State at no cost.

The bidder should describe additional training offered at a cost.

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

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

Bidder serving as primary contact:

Company _____

Address _____

Company Website _____

Telephone _____ Email _____

Additional Bidder:

Company _____

Address _____

Company Website _____

Telephone _____ Email _____

Additional Bidder:

Company _____

Address _____

Company Website _____

Telephone _____ Email _____

8.0 APPENDIX
8.1 CERTIFICATE OF SALES/USE TAX EXEMPTION (See Section 4.1.2)

See Attached Documents



**Certificate of Sales/Use Tax Exemption/
Exclusion of Purchases by Political
Subdivisions of the State of Louisiana**
Louisiana R.S. 47:301(c)(1)

PLEASE PRINT OR TYPE.

Political Subdivision LA Office of Telecommunications Management		Louisiana Dept. of Revenue Registration No. (if applicable) 1284900001	
Address P O Box 94280 - 150 Third Street			
City Baton Rouge	State LA	ZIP 70804	

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

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

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

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

Signature of Authorized Agent	
Authorized Agent J.D. Liford	Title Support Services Administrator
Signature X	Date (mm/dd/yyyy) 04/01/2011