

State of Louisiana, RFP for Prison Pay Telephone Service
Vendor Questions

State of Louisiana
Request for Proposal (RFP) for Prison Pay Telephone Service
Vendor Questions

REP Reference	Question
GENERAL	
N/A	If the proposed system provides the same if not better function as the existing Melco "snoop phones" will the State require that the Vendor continue to support these Melco phones?
N/A	Will the State provide copies of all questions submitted by each of the Vendors with the State response?
STANDARD TERMS & CONDITIONS	
No.23	With regard to this item as well as RFP section 6.2.9, will the State agree to the following clarification: "cause" shall mean a failure to perform a material obligation under this Agreement which is not remedied within thirty days of receipt of written notice of the failure?
No. 26	With regard to this item as well as RFP section 6.1.4, please confirm that the contract will be governed by and interpreted in accordance with Louisiana law except to the extent federal law applies.
No.29	Will the State consider the addition of the following language? "In the event this provision is invoked, the buyer seeking indemnification hereunder shall give the Contractor prompt written notice of such Claim and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation. In no event shall the Contractor be liable for any indirect, incidental, punitive or consequential damages sustained or incurred in connection with Contractor's performance under this contract, regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and whether or not such damages are foreseen or unforeseen."
SPECIAL TERMS & CONDITIONS	
No. 6	We interpret this Special Terms and Condition as applying to the State's purchase of goods/commodities, and therefore, respectfully submits that it is inapplicable to the contemplated contract for provision of telecommunications services for inmates. Will the State consider deleting this provision?
No. 9	Will political subdivisions and quasi state agencies have the opportunity to purchase from this contract?
No. 12	With regard to the Contract Usage Reporting, is this requirement inapplicable to the contemplated contract for provision of telecommunications services for inmates? Will the State consider deleting this provision?

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RFP Reference	Question
1.0 SCOPE	
1.1 Description of Equipment, System, or service to be provided	This item notes that the RFP requires inmate call control systems for fifteen (15) State adult and juvenile institutions. This information corresponds with the location listing provided in Section 8 on page 57. However item 8.1 on page 58 includes two additional locations, SCCY-M and WNC. Is the State requiring that services be provided at these two locations or are they under separate inmate call control system contracts? If under separate contracts, what is the expiration date of these contracts and will the locations be added to the State contract at time of contract expiration?
1.2 non-exclusive Contract	Please clarify if it is the State's intent to award a single contract to a single vendor for the services requested in item 1.1 and if these services are to be exclusively provided by the awarded vendor for the term of the agreement?
2.0 BID RESPONSE PREPARATION/SUBMITTAL INSTRUCTIONS	
2.5	Is a single system located at the Main DCI facility mandatory if an alternative is proposed that will provide the ability for both facilities to manage inmate telephones from at either location through a networked solution?
3.2 TECHNICAL REQUIREMENTS	
3.2.3.1 Mandatory System Features	Bullet items 34 and 35 require that call detail records be stored for a period of (3) three years both on site and at a centralized database managed by the Vendor. Given that this is a five (5) year contract with options to renew, please clarify that the State understands that call detail records older than (5) three years would be discarded. The State may want to consider changing these items to require call detail storage be maintained for the life of the contract at the Vendor managed central database and for a period of (5) five years on site.
3.2.4.1 Corrections Services	Will the State allow Vendor provided on-site administrators access to the State's inmate database to assist with the required data entry at the Hunt and Angola facilities?
3.3 EQUIPMENT/SERVICE PROVISION REQUIREMENTS	
3.3.1 Delivery	Would the State consider language that would exclude the liquidated damages if the phones cannot be installed within 30 days due to delays associated with obtaining the access lines needed to support the phones caused the Local Exchange Carrier (LEC)?
3.3.5 Execution of Work	Is it the State's intent that the contract would not be cancelled for default if the Contractor removes skilled and experienced personnel for good and valid reasons?
3.3.6 Acceptance Date	What warranty is being referenced?

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6.0 CONTRACTUAL TERMS AND CONDITIONS	
6.1.9 Force Majeure	<p>Will the State agree to substitute the following language for the Force Majeure clause at RFP section 6.1.9:</p> <p>"Notwithstanding anything to the contrary contained in this RFP and Contractor's Response (including but not limited to installation and delivery), Contractor shall not be liable for loss or damage or be deemed to be in breach of the Agreement due to Contractor's failure of performance, wholly or in part, under the Agreement if such failure or delay of performance, is due to causes beyond Contractor's reasonable control or beyond the reasonable control of its subcontractors or agents ("force majeure"), including but not limited to, acts of God, fire, flood, explosion, storm or other similar occurrences; any law, order or regulation of the United States government or of any government, agency, commission or court having jurisdiction; cable cuts; riots; wars; strikes, or other such labor difficulties; acts of the local exchange company or other third party beyond the reasonable control of Contractor. Any delay resulting therefrom shall extend performance accordingly or excuse performance by Contractor in whole or in part, as may be reasonable."</p>
6.2.15 Assignment	<p>Will the State approve the following clarification to RFP section 6.2.15:</p> <p>"Contractor may assign this Agreement to any parent, subsidiary, affiliate or purchaser of all or substantially all its assets"?</p>
6.3.2 Insurance Types and Amounts	<p>Submission of insurance policies to the State could make them publicly available under the Louisiana Public Records Act. Therefore, if requested to produce copies of insurance policies, can the Contractor comply by making policies available for inspection at the Contractor's offices?</p> <p>Insurance policies may cover numerous contracts. Therefore, will the State delete the requirement that the State must approve cancellation, expiration or changes to insurance policies?</p> <p>Will the state agree to the following modified version of the last sentence in the paragraph regarding Compensation Insurance: "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 cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute"?</p> <p>With regard to the paragraph relating to Commercial General Liability, will the State delete the references to subcontractors with the understanding that the Contractor will be required to flow this provision down to all subcontractors and require them to obtain the necessary insurance to cover the actions of the subcontractors and their employees?</p>

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6.3.1	<p>Will the State accept the following modified language for this provision?</p> <p>Contractor agrees that it shall indemnify and hold harmless the Owner against any damages, judgments, or expenses resulting from a third party claim that any service, equipment, or other material provided by Contractor under its proposal and the contract documents infringes a U.S. copyright, U.S. patent, U.S. trademark, or other proprietary right recognized under U.S. law, or constitutes misappropriation of a trade secret under U.S. law and shall defend at its own expense any claim, suit or proceeding brought against the Owner alleging such infringement or misappropriation. Contractor shall have the exclusive right to defend, countersue, or settle any such claim, suit or proceeding and to collect all damages, costs, fees, and other charges awarded from any such claim, suit or proceeding. This indemnity is conditioned upon (a) the Contractor receiving reasonably prompt notice in writing of any such claim, suit or proceeding, and (b) the Owner providing Contractor, at Contractor's expense, all information and assistance reasonably requested by Contractor to settle, defend, or bring a countersuit in conjunction with any such claim, suit or proceeding. If the Owner's use of any such equipment or material is prevented by injunction or judgement, Contractor shall, at its option and expense, either (i) procure for the Owner the right to continue using such equipment or other material; or (ii) modify it in a manner so as to become non-infringing while still complying with the material requirements of the contract; or (iii) substitute other non-infringing equipment or other materials that comply with the material requirements of the contract; or (iv) if none of the preceding remedies is reasonably commercially feasible, terminate provision of the affected service.</p> <p>For purposes of the exclusive remedies and limitations of liability set forth in this section, Contractor shall be deemed to include itself, its parent, subsidiaries, and their affiliates, and the directors, officers, employees, agents, representatives, subcontractors and suppliers of all of them.</p>