

INVITATION FOR BID

Missouri State Public Defender

Title: Software Upgrade Project 2010 (SUP2010)

Contract Period: Date of Award through June 30, 2010 or completion of this project

Bid available beginning on: February 24, 2010

Email Bid No Later Than: March 17, 2010 at 1:00 p.m.

Public Opening of the Bids: March 17, 2010 at 2:00 p.m.

Award Date: March 22, 2010 at 2:00 p.m.

Project Kickoff meeting: March 23, 2010 at 10:00 a.m.

Deployment Start Date: April 12, 2010 at 8:00 a.m.

Email bid in PDF format to:

Cyndee.Brashears@mspd.mo.gov

The subject line of the email should state: "Software Upgrade Project 2010"

Questions pertaining to the contents of the bid should be emailed to:

Mary.Willingham@mspd.mo.gov

All questions and responses will be shared with all participating vendors.

All correspondence between the vendor and MSPD, either email or verbal, will be used in the bid evaluation process.

INVITATION FOR BID

The bidder hereby agrees to furnish items and/or services, at the prices quoted, pursuant to all requirements and specifications contained in this document and further agrees that the language of this document shall govern in the event of a conflict with his or her bid.

Authorized Signature	
Printed Name	
Title	
Company	
Date	
Mailing Address	
City	
State	
Zip	
State Vendor No. (if known)	
Social Security or Federal Tax #	

INVITATION FOR BID

PART ONE

INTRODUCTION

1. General Information

- 1.1 This document constitutes a request for sealed bids for installation of a new image and RAM on approximately 660 workstations and on approximately 110 laptops dispersed at 36 locations throughout the state of Missouri in accordance with the provisions of this document.

2. Background Information

- 2.1 The contract period will be from date of award through July 1, 2010 or completion of this project. The project schedule will be developed by the Office of the State Public Defender and the vendor who is awarded this contract.

3. Organization of Document

- 3.1 For purpose of ease of use only, this document is divided into four parts:

Part One	Introduction
Part Two	Contractual Requirements
Part Three	Specific Contractor Requirements for Implementation
Part Four	Bid Evaluation/Contract Award

INVITATION FOR BID

PART TWO

CONTRACTUAL REQUIREMENTS

1. Contract Period:

- 1.1 The original contract period shall be as stated on page 1 of the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the State for contractual commitment in excess of the original contract period.

2. Contract Price:

- 2.1 The State shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.2 The contractor shall not invoice federal excise tax. The State of Missouri's tax-exempt ID number is 12580473.

3. Applicable State Laws and Encumbrances:

- 3.1 The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulation.

4. Conflict of Interest:

- 4.1 In accordance with all applicable provisions of the Revised Statutes for the State of Missouri, no official or employee of the state agency or its governing body and no other public official of the State of Missouri who exercises any functions or responsibilities in his/her review or approval of the undertaking or carrying out of the project covered by the contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed contract.

INVITATION FOR BID

- 4.2 The contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The contractor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

5. Liabilities, Rights, and Remedies:

- 5.1 The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or his/her employees arising out of the ownership, selection, possession, operation, control, use, delivery, return, and /or installation of equipment provided by the contractor, except as otherwise provided in the contract.
- 5.2 No provision in this document or in the contractor's response shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract made by the contractor.
- 5.3 The contractor shall be responsible for any and all injury or damage as a result of any service rendered under the terms and conditions of the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 5.4 The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title, and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular goods or services purchased or procured by the

INVITATION FOR BID

contractor in the fulfillment of the contract with the Office of State Public Defender.

- 5.5 The Office of State Public Defender may cancel the contract at any time for breach of contractual obligations by providing the contractor with a written notice of such cancellation. Prior to issuing such a notice, the Office of State Public Defender will provide the contractor with an opportunity to cure the breach within a reasonable period of time. Should the Office of State Public Defender exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date specified in the notice of cancellation sent to the contractor.
- 5.6 The Office of State Public Defender reserves the right to terminate the contract for the convenience of state government without penalty or recourse by giving the contractor a written notice of such termination at least 30 calendar days prior to termination. The contractor shall be entitled to receive just and equitable compensation for that work completed pursuant to the contract prior to the effective date of termination.
- 5.7 It is understood and agreed between the parties that the Agreement is contingent upon the Office of State Public Defender receiving appropriations from the Missouri General Assembly. Monies are appropriated according to the State of Missouri's fiscal year, which begins July 1, and ends June 30. In the event that sufficient funds are not appropriated by the Missouri General Assembly for any fiscal year during this Agreement, the Office of State Public Defender shall immediately notify the Provider of the event of non-appropriation. The Office of State Public Defender shall cease utilizing the services of the Provider no later than July 1. The Agreement shall be deemed to have expired of its own terms and the Office of State Public Defender shall have no further obligation hereunder.
- 5.8 It is understood between the parties that monies to fund services and all other payments due under this Agreement are annually appropriated by the Missouri General Assembly for one fiscal year beginning on July 1. It is understood and agreed by the parties that said Agreement shall not be binding upon the Office of State Public Defender unless and until general appropriations have been made by the Missouri General Assembly and, if applicable, funds have been received from collections

INVITATION FOR BID

for payment of services or for any other payment under said Agreement on behalf of the Office of State Public Defender for any fiscal year during the initial period or any renewal or extension period of said Agreement.

6. Contract Documents:

- 6.1 The contract between the Office of State Public Defender and contractor shall consist of: (1) the Invitation for Bid (IFB) and any amendments thereto, and (2) the contractor's response to the Invitation for Bid. The Office of State Public Defender reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the IFB or the contractor's response. In all other matters not affected by written clarification, if any, the IFB shall govern. The bidder is cautioned that his/her response shall be subject to acceptance without further clarification.
- 6.2 To the extent that a provision of the contract is contrary to the constitution or laws of this state or of the United States, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Office of State Public Defender.
- 6.3 If approved by the Office of State Public Defender in writing, the contractor may subcontract for those services described herein provided that any subcontracts include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Office of State Public Defender and to ensure that the Office of State Public Defender is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Office of State Public Defender and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the services in the contract

INVITATION FOR BID

shall in no way relieve the contractor of the responsibility for providing the services as described and set forth herein.

7. Amendments to Contract:

- 7.1 No modification of any provision in the contract shall be made or construed to have been made unless such modification is mutually agreed to in writing by the contractor and the Office of State Public Defender and incorporated in a written amendment to the contract approved by the Office of State Public Defender prior to the effective date of such modification.

8. Assignments:

- 8.1 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Office of State Public Defender.
- 8.2 The contractor shall agree and understand that, in the event the Office of State Public Defender consents to a financial assignment of the contract in whole or in part to a third party, any payments made by the Office of State Public Defender pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime contractor in accordance with all terms, conditions, and provisions of the contract.

9. Communications and Notices:

- 9.1 Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid; delivered to a telegraph office fee prepaid; or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed on the signature page of the contract or at such address as the contractor may have requested in writing.

10. Bankruptcy or Insolvency

- 10.1 In the event of any proceedings by or against the contractor, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the

INVITATION FOR BID

property of the contractor, or in the event of breach of any of the terms hereof including the warranties of the contractor, the Office of State Public Defender may cancel the contract or affirm the contract and hold the contractor responsible for damages.

11. Inventions, Patents, and Copyrights:

11.1 The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or inequity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

12. Titles:

12.1 Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

13. Nondiscrimination in Employment:

13.1 In connection with the furnishing of supplies and performance of work under the contract, the contractor and all subcontractors shall agree to the following:

13.1.1 Not to discriminate against recipients of services on the basis of race, color, religion, national origin, sex, handicap, or age.

13.1.2 Not to discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, sex, or otherwise qualified handicapped status.

13.1.3 Not to discriminate against any applicant for employment or employee on the basis of age, where such applicant or employee is between ages 40 and 70 and where such contractor employs at least 20 persons.

13.1.4 Not to discriminate against any applicant for employment or employee on the basis of that person's status as a disabled or Vietnam-era veteran, if the compensation payable to the

INVITATION FOR BID

contractor or subcontractor is at least \$10,000 within a fiscal year.

14. Americans with Disabilities Act:

14.1 In connection with the furnishing of goods and services under the contract, the contractor and contractor's subcontractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

15. Insurance:

15.1 The contractor shall understand and agree that the State of Missouri (its departments and employees) does not maintain commercial liability insurance. The contractor shall further understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage, and/or expense.

16. Contractor Status:

16.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

INVITATION FOR BID

PART THREE

SPECIFIC CONTRACTOR REQUIREMENTS FOR IMPLEMENTATION

1. Requirements

1.1 The contractor shall provide all equipment, labor, and services necessary to reimage and install RAM on approximately 615 PCs, 42 multi-media PCs, and 110 laptops at 36 locations throughout the state of Missouri in accordance with the requirements set forth herein. The images will be supplied to the contractor by the Office of State Public Defender (MSPD).

1.1.1 A list of the office locations, their addresses, and approximate number of devices at each office is included herein as Attachment 1.

1.1.2 The first four offices will be completed with on-site supervision by the MSPD Information Technology staff. The remaining offices will be completed independently.

1.2 Setup includes the capture of user data prior to re-image and restoration of user data back to PC or Laptop after imaging. The data to be captured will be identified by MSPD before deployment start date. MSPD will supply the contractor with procedures for the capture and restoration of the user data.

Setup also includes connection to the Windows network and configuration of the Lotus Notes desktop client.

1.3 Contractor will supply the MSPD IT staff with a spreadsheet listing completed devices. Listing will include the inventory tag number of the device as well as the office number.

1.4 All work will be coordinated with the MSPD IT staff.

1.5 The contractor must agree to comply with all prevailing wage determination requirements.

INVITATION FOR BID

- 1.6 Contractor may list any other services offered that were not specifically stated in the implementation section but are included in the firm fixed price.
- 1.7 Contractor must list a price per hour for additional Information Technology consulting upon request.
- 1.8 The contractor must have successful experience with re-imaging of hard drives and RAM installation.
- 1.9 The contractor shall furnish all labor and material necessary for the successful completion of the work described herein except as otherwise noted.
- 1.10 All work and materials shall comply with State and Federal laws, municipal ordinances, regulations, and directions of inspectors appointed by proper authorities having jurisdictions. If the contractor's work is at any time in violation of applicable codes, the contractor shall correct the situation at no cost to the State.
- 1.11 The contractor shall provide competent personnel who shall be in charge of the work in progress. The name(s) of the individual(s) assigned and their supervisor(s) shall be communicated to the MSPD IT Director, in email, prior to the start of work.
 - 1.11.1 The contractor shall have sufficient staff to complete this project in the time frame of April 12 to mid-June, 2010.
- 1.12 The contractor shall coordinate all work with the MSPD IT staff.
- 1.13 All work must be completed in a neat, professional manner, consistent with industry practices.
- 1.14 The Office of State Public Defender and the contractor shall negotiate when periodic payments for services completed will be made.

INVITATION FOR BID

2. Experience and Warranty

2.1 Experience

2.1.1 Contractor must provide a list of at least three customers for whom essentially identical and/or similar implementation has been provided and installed. In the event the bidder proposes to utilize the services of any subcontractor(s), this information must also be provided for all proposed subcontractors.

- A. Company name
- B. Contact names
- C. Contact's title
- D. City and state
- E. Telephone number
- F. Description and dates of implementation service provided

2.1.2 Contractor must describe specifically the experience of his/her organization relevant to the proposed service and hardware and software products utilized.

2.1.3 Contractor must list three references of any technical group to be used on project.

2.1.4 Contractor must state experience of technical group/person from which contractor will receive support relevant to the proposed service and hardware and software products utilized.

2.2 Warranty

2.2.1 The contractor must state the warranty period applicable to all labor provided by the contractor and/or subcontractors. Warranty shall commence upon acceptance of the finished work by the Office of State Public Defender.

2.3 Subcontractor Information

2.3.1 The contractor must describe how she/he intends to function as a single point of contact for the Office of State Public Defender regardless of any subcontracting arrangements. This includes responsibilities and liabilities of the contractor for all problems relating to the implementation.

INVITATION FOR BID

- 2.3.2 The contractor must fully identify any subcontractor(s) that will be utilized and the experience of the subcontractor(s) relevant to the proposed service.
- A. Name
 - B. Address
 - C. Contract name
 - D. Relevant experience
- 3.1 Pricing
- 3.1.1 The bidder must provide a total, firm, fixed price for the labor, services, and materials necessary to provide for the implementation of the Office of State Public Defender's Software Upgrade Project 2010 as detailed in this bid document.

INVITATION FOR BID

PART FOUR

Bid Evaluation/Contract Award

1. Bid Evaluation/Contract Award

1.1 Implementation of award will be evaluated with the following breakdown:

30% Price
70% Service

1.2 The Office of State Public Defender reserves the right to reject any and all bids.

1.3 A question/answer conference with the bidder may be conducted prior to the award of the contract. In addition, the bidder may be asked to make an oral presentation of his/her bid during the question/answer conference. Attendance cost at the conference shall be at the bidder's own expense. All arrangements and scheduling shall be coordinated by the Office of State Public Defender.