

**INVITATION FOR BID**

**Missouri State Public Defender  
Title: WAN & Phone Line Bid FY2014**

Contract Period: Date of Award through June 30, 2016

Bid available on: April 23, 2013

Prebid meeting:

Date: May 2, 2013

Time: 10:00 a.m.

RSVP: Cyndee.Brashears@mspd.mo.gov

Location: 1000 W. Nifong, Woodrail Centre - Bldg 7, Columbia, MO 65203

Bid due date:

Email bid no later than:

Date: May 28, 2013

Time: 1:00 p.m.

Public opening of the bids:

Date: May 28, 2013

Time: 1:15 p.m.

Location: 1000 W. Nifong, Woodrail Centre - Bldg 7, Columbia, MO 65203

Bid Award Date: no later than June 14, 2013

Contract start Date: July 1, 2013

Email PDF version of bid to: Cyndee.Brashears@mspd.mo.gov

The subject line of the email must state: "Public Defender WAN & Phone Line Bid FY2014"

Email questions about content of invitation to bid 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 agree 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  
Phone Number  
Email Address  
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 to replace, enhance, and manage the Missouri State Public Defender's wide area network, and to provide long distance telephone service and telephone lines.
- 1.2 Insurance: Contractor must maintain sufficient insurance to cover the potential replacement cost of the hardware that is stored at the contractor or Public Defender locations.
- 1.3 The project schedule will be developed by the Office of the State Public Defender and the vendor who is awarded this contract.

### **2. Background**

- 2.1 The Missouri State Public Defender (MSPD) currently contracts for a private MPLS wide area network. Locations and bandwidth are listed in Appendix A. The MSPD has two vendors for long distance and telephone lines. This bid is structured to accommodate having one vendor for both WAN and telephone services. The appendix also contains the number of phone lines and phone numbers for this contract.
- 2.2 The number of minutes for long distance for all offices for one year is estimated at 580,000.
- 2.3 The volume of minutes and number of lines are estimates only. Actual volume of minutes and number of lines will vary and may be higher or lower. MSPD does not guarantee any usage levels of lines or minutes.

# **INVITATION FOR BID**

## **PART TWO CONTRACTUAL REQUIREMENTS**

### **1. Contract Period and Appropriations**

- 1.1 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 State Public Defender nor the State of Missouri unless and until general appropriations have been made by the Missouri General Assembly and, if applicable, funds have been received from collections for payment of services or for any other payment under said Agreement on behalf of the State Public Defender for any fiscal year during the initial period or any renewal or extension period of said Agreement. The State Public Defender shall cease utilizing the services of the Provider no later than July 1, should funding not be available for the fiscal year in question. The Agreement shall be deemed to have expired of its own terms and the State Public Defender nor the State of Missouri shall have no further obligation hereunder. The contract shall not bind, nor purport to bind, the State Public Defender nor the State of Missouri for contractual commitment in excess of the original contract period.
- 1.2 The contract period runs from date of award until June 30, 2016 with two optional one-year renewals.

### **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.

## **INVITATION FOR BID**

### **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 the 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.
- 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

## **INVITATION FOR BID**

goods or services purchased or procured by the 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 as 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 90 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.

### **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 the 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 contractors and the Office of State Public Defender.
- 6.3 If approved by the Office of State Public Defender, 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

## **INVITATION FOR BID**

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 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. Bankruptcy or Insolvency**

- 9.1 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 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.

### **10. Inventions, Patents, and Copyrights**

- 10.1 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.

## **INVITATION FOR BID**

### **11. Non-Discrimination and ADA**

- 11.1 The contractor shall comply with all federal and state statutes, regulations, and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
  - B. Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. Section 206 (d));
  - C. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
  - D. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
  - E. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
  - F. Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
  - G. The requirements of any other nondiscrimination federal and state statutes, regulations, and executive orders which may apply to the services provided via the contract.

### **12. Insurance**

- 12.1 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.

## **INVITATION FOR BID**

### **13. Contractor Status**

- 13.1 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 employees 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.

### **14. Work Authorization Requirement**

- 14.1 Sections 285.525 to 285.550, Missouri Revised Statutes (RSMo)
- 14.1.1 As a condition for the award of any contract in excess of \$5,000 by the Missouri State Public Defender System (MSPD) to any business entity as defined in section 285.525 RSMo pertaining to section 285.530 RSMo, the business entity must, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to employees working in conjunction with the contract services. Every such business entity must sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- 14.1.2 Employers who do not meet the definition of a business entity must, by sworn affidavit, certify that they currently do not meet the definition of a business entity as defined in section 285.525 RSMo pertaining to section 285.530 RSMo and agree to comply with the work authorization requirements prior to the performance of any services if their business status changes during the life of the contract.
- 14.1.3 An employer must enroll and participate in a federal work authorization program and then must verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in the federal work authorization program. Affidavit is attached.

# **INVITATION FOR BID**

## **PART THREE SPECIFIC CONTRACTOR REQUIREMENTS**

### **1. Requirements**

- 1.1 The contractor must agree to comply with all prevailing wage determination requirements.
- 1.2 The contractor must provide high-speed wide area network services capable of connecting all Missouri State Public Defender sites listed in appendix A.
- 1.3 The contractor must provide physical phone lines to most of the Missouri State Public Defender sites listed in appendix A.
- 1.4 The contractor must furnish local and long distance telecommunication services to most of the Missouri State Public Defender sites listed in appendix A.
- 1.5 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Missouri State Public Defender.
- 1.6 Vendor must be a licensed Local Exchange Carrier (LEC) or facilities based Competitive Local Exchange Carrier (CLEC) licensed to provide service in the State of Missouri.
- 1.7 Vendor must be licensed and regulated to provide E911 access to all MSPD offices.
- 1.8 The contractor must comply with all applicable law and F.C.C. and P.S.C regulation regarding licensing and certification and submit documentation of such if requested. Upon contractor providing evidence of the validity of new federal and/or state regulation directly affecting the provisions of the contract, the state shall amend the contract to include such provisions. Regulatory mandates of the contractor may be passed on via contract amendments.
- 1.9 The contractor must deliver local telephone service as analog telephone to MSPD PBX phone systems, conference phones, postage machines and fax machines as required.
- 1.10 The contractor must provide toll free access into a centralized trouble reporting system 24 hours per day, seven days per week.
- 1.11 The contractor must allow the Missouri State Public Defender to continue to use the current IP addressing scheme.

## **INVITATION FOR BID**

- 1.12 The contractor must be able to offer number portability allowing the MSPD to retain all numbers currently in use.
- 1.13 The contractor must list what protocol(s) will be used for all services requested in this contract.
- 1.14 The Missouri State Public Defender's network and some of its phone lines are on dynamic MPLS data lines with the local and long distance calls carried over the data connection. Voice takes priority over the MPDLS data connection. The requested data connection speed is at full data rate unless inbound and/or outbound calls are in progress. The contractor must detail his or her proposed network configuration.
- 1.15 The contractor must detail how he or she will provide wide area network services for each of the following minimal characteristics:
  - 1.15.1 Robust and reliable
  - 1.15.2 Scalable
  - 1.15.3 Proven
  - 1.15.4 Secure and "invisible" to the public Internet
  - 1.15.5 Engineered to be congestion free
  - 1.15.6 Targeted availability of 99.9%
- 1.16 The contractor must provide all services in this contract to be upgradeable or expandable to meet future increases in facilities and/or data traffic. The converse also applies. The contractor must be able to adjust to meet changing needs.
- 1.17 The contractor must be able to selectively block by telephone number operator-assisted calls, such as but not limited to, third-party, 900, and collect, as specified by the MSPD.
- 1.18 The contractor must be able to add or move sites without disrupting existing service already in place.
- 1.19 The contractor must deliver wide area network services that provide for direct communications among all MSPD sites, thus establishing fully meshed connectivity.
- 1.20 The contractor must be able to provide wide area network services with bandwidth no lower than the bandwidth specified in Appendix A for each location, from the contractor's POP (Point of Presence) to the MSPD site.
- 1.21 The contractor must provide complete installation of wide area network hardware up to and including routers at each location.

## **INVITATION FOR BID**

- 1.22 The contractor must provide complete installation of physical phone lines.
- 1.23 The contractor must have resources available to fully complete WAN installation of all locations specified in Appendix A within 90 days after the award of contract.
- 1.24 The contractor must have resources available to fully complete phone line installation of all locations in which contractor can supply phone line within 120 days after the award of the contract.
- 1.25 The contractor shall furnish all labor and material necessary for the successful completion of the work described herein except as otherwise noted.
- 1.26 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 Office of State Public Defender's Information Technology Director, in writing, prior to the start of work.
- 1.27 The contractor shall have sufficient staff to support this contract within the specified time frame.
- 1.28 The contractor shall coordinate all work with the Office of State Public Defender's Information Technology Division.
- 1.29 All work must be completed in a neat, professional manner.

### **2. Performance Requirements**

- 2.1 The contractor must provide a high-speed backbone that has the flexibility to scale and easily provide larger access ports as future applications require increased network bandwidth.
- 2.2 The contractor must provide wide area network services that offer network redundancy, robustness, and rapid circuit restoration times.
- 2.3 The contractor must provide wide area network services that take advantage of all available routes on the backbone, thus permitting rerouting around network faults.
- 2.4 The contractor must provide wide area network services that classify and queue different traffic types using values established for packet prioritization (e.g. IP Precedence, DSCP, COS).
- 2.5 The contractor must provide guarantees on wide area network services through the use of service level agreements for availability, packet loss, delay, and jitter.

## **INVITATION FOR BID**

- 2.6 The contractor must provide wide area network services suitable for IP applications such as Voice-Over-IP, IP Video Teleconferencing (H.323), Streaming Video, Database Replication, Storage Area Networks, Active Directory, Remote Administration, etc.

### **3. Security Requirements**

- 3.1 The contractor must utilize private addressing in the core, thus making the network “invisible” from the public Internet, greatly diminishing the threat from hackers and denial of service attacks.
- 3.2 The contractor must not natively route public IP address unrestricted across their backbone.
- 3.3 The contractor must provide a core backbone insulated from public catastrophic events and surges in traffic that can overwhelm a public network.
- 3.4 The contractor must provide logical separation from other customer traffic/routing tables, thus providing both privacy and security for the MSPD.

### **4. Installation Requirements**

- 4.1 The contractor shall be responsible for making all connections up to and including contractor’s routers in MSPD offices.
- 4.2 The contractor shall be responsible for arranging delivery, un-packing, installing, and testing of all contractor-provided equipment up to and including the contractor’s routers in MSPD offices
- 4.3 The contractor shall be responsible for coordinating the set-up of all provided hardware.

### **5. Maintenance Requirements**

- 5.1 The contractor must provide maintenance and support for all hardware and services provided.
- 5.2 The contractor must function as a single point of contact for the Office of State Public Defender.
- 5.3 The contractor must provide toll-free telephone support to ensure fast and efficient service and diagnosis for problem resolution 24 hours a day, 7 days a week (24x7).
- 5.4 The contractor shall notify the MSPD through pre-arranged procedures within fifteen (15) minutes of any facility problems that prevent the MSPD sites from

## **INVITATION FOR BID**

accessing and using the contractor's backbone or that impact any circuit performance.

- 5.5 The contractor shall notify the MSPD, through prearranged procedures, no less than three (3) business days in advance of any scheduled change in provided circuits.
- 5.6 The contractor shall detail his or her procedures to escalate problem-solving if problems are not resolved quickly.
- 5.7 The contractor shall provide the MSPD direct access to the contractor's Network Operations Center and a Point of Contact
- 5.8 The contractor shall maintain an accurate record of trouble reports made by its customers related to this contract.
- 5.9 A Service Level Agreement shall be submitted as a part of the contractor bid.

### **6. Reporting and Invoices Requirements**

- 6.1 Contractor shall invoice the State Public Defender monthly for all services rendered on a consolidated invoice. The monthly invoice must be organized by office. The invoice for each office should include the following:
  - 6.1.1 WAN billing information should include location, quantity, and amount including any city, county, state, and federal taxes and surcharges.
  - 6.1.2 Phone billing information should include number of phone lines, rate, and amount including any city, county, state, and federal taxes and surcharges.
  - 6.1.3 A long distance detailed invoice/report should include date, time, duration, rate, charge, number dialed, number called from, calling city, called city and state and call type for each phone call billed.
  - 6.1.4 In the event an incorrect invoice is presented for payment, the vendor will correct the invoice and allow late payment of the corrected invoice by MSPD without penalties or fees.
- 6.2 Reporting and monitoring must be available on-line:
  - 6.2.1 WAN: on-line real time monitoring of WAN circuit displaying location and percent of available bandwidth receiving and transmitting.
  - 6.2.2 Phone Lines: On-line reports should be available on a monthly basis and provide information regarding daily, weekly, and monthly call volumes,

## **INVITATION FOR BID**

quantity of busy signals, number of concurrent calls, number of incoming calls, number of outgoing calls and number of concurrent calls.

### **7. Experience**

- 7.1 The contractor must have successful experience with services of this type.
- 7.2 Experience and reliability of the contractor's organization will be strongly considered in the evaluation process. Therefore, the contractor is advised to submit any information that documents successful and reliable experience in past performances relating to the requirement of this bid.
- 7.3 Contractor must provide a list of at least three customers for whom essentially identical and/or similar implementation and services have been provided and installed. In the event the bidder proposes to utilize the services of any subcontractor(s), this information should 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

- 7.3.1 Contractor must describe specifically the experience of his/her organization relevant to the proposed service, and hardware and software products utilized.
- 7.3.2 Contractor must list three references of any technical group to be used on project.
- 7.3.3 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.

### **8. Subcontractor Information**

- 8.1 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 and for on-going services.

## **INVITATION FOR BID**

8.2 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

### **9. Additional Services**

9.1 Contractor may list any other services offered that are not specifically stated in the bid. For example: conference calling systems, additional phone features, emergency call failover options, network optimization assessments.

### **10. Pricing**

10.1 The bidder must provide a total, firm, fixed monthly price with associated bandwidth for each location per listing in Appendix A. WAN size will not be less than what is listed in Appendix A.

10.2 The bidder must provide a total, firm, fixed price for long distance calling for each location where the vendor has the ability to provide long distance using Appendix A. Pricing should must be listed for each long distance type if price different. For example long distance intrastate, interstate, long distance between PD offices, and international.

10.3 The bidder must provide a total, firm, fixed price for physical phone lines for each location that phone service is being offered by the vendor using Appendix A.

10.4 Pricing must include all surcharges related to these services. These shall include, but not be limited to, EUCL and any other required regulatory cost.

10.5 The state shall not be responsible for paying for "run-away calls," which shall be defined as calls that appear to be on-going due to some error either on the contractor's or carrier's network or equipment. The state shall not be responsible for long distance calls by hackers.

## **INVITATION FOR BID**

- 10.6 The bidder must provide pricing information for the following:
- A. Monthly 1+ Intralata, Intrastate, and Interstate per minute charges
  - B. Monthly Pre-subscribe Interexchange carrier charge (PIC-C)
  - C. Monthly minimum usage charges if any
  - D. Minimum Time Increment used for billing a call
  - E. Billing time increment used after a call is established
- 10.7 Pricing must include cost for the following optional special features:
- A. Caller ID name and number
  - B. Call blocking for international, collect calls and other selective call rejection
  - C. Call forwarding
  - D. Three-way calling
  - E. Call forward on busy
- 10.8 All pricing must include the implementation and continuing maintenance costs. All pricing will include all labor, services, hardware, software, and other materials necessary to provide the services detailed in this bid document.
- 10.9 Contractor must submit the maximum price increase (if any) for years two and three of this contract. Contractor must submit the maximum price increase (if any) for the optional years four and five. A percentage cap (if any) is acceptable in lieu of listing all services for years two and three.
- 10.10 Contract must list one-time charges (if any) during contract period for disconnects if replacing circuit in same city.
- 10.11 Contract must list one-time charges (if any) during contract period for disconnects if replacing circuit in different nearby city.
- 10.12 Contract must list one-time charges (if any) during contract period for disconnects if not replacing circuit.

**INVITATION FOR BID**

**PART FOUR  
BID EVALUATION/CONTRACT AWARD**

1. Bid award will be evaluated with the following breakdown:

30% Price  
70% Service

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

3. A question/answer conference with the bidder may be conducted prior to the award of the contract. 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.