

## IDAHO

State of Idaho

**CHANGE ORDER - 05**  
**PLEASE DO NOT DUPLICATE THIS ORDER.**

Change Order Summary		Supplier
<b>Purchase Order Number:</b>	SBPO15200473	Joel Strickler CENTURYLINK, INC. 999 W. Main St. 11th Floor Boise, ID 83702 <b>Phone:</b> 208-364-1192
<b>Account Number:</b>	AC-1	
<b>Revision Number:</b>	05	
<b>Change Order Date:</b>	December 18, 2018	<b>Fax:</b> 208-364-3954
<b>Service Start Date:</b>	January 1, 2019	<b>Email:</b> joel.strickler@centurylink.com
<b>Service End Date:</b>	December 31, 2019	<b>Buyer Contact</b>
<b>Payment Method:</b>	Invoice	Gregory Lindstrom Tel: 208-332-1609 gregory.lindstrom@adm.idaho.gov
<b>Payment Terms:</b>	Vendor Specified	
<b>Currency</b>	USD	
<b>FOB Instruction:</b>	Destination	
<b>Attachment(s):</b>	<a href="#">ChangeLog.htm</a> : Purchase Order Change	

**Contract Number:**

Bill To Address		Ship To Address	
DOP - Prog Mgr		DOP - Prog Mgr	
Dept of Administration		Dept of Administration	
Division of Purchasing		Division of Purchasing	
304 N 8th Street Rm 403		304 N 8th Street Rm 403	
PO Box 83720		PO Box 83720	
Boise, Idaho 83720		Boise, Idaho 83720	
<b>Phone:</b>	208-332-1600	<b>Phone:</b>	208-332-1600
<b>Fax:</b>	208-327-7320	<b>Fax:</b>	208-327-7320
<b>Email:</b>	purchasing@adm.idaho.gov	<b>Email:</b>	purchasing@adm.idaho.gov
<b>Mail Stop:</b>	DOP Program Manager	<b>Mail Stop:</b>	DOP Program Manager

**Instructions****STATE OF IDAHO DIVISION OF PURCHASING CONTRACT RENEWAL.****EFFECTIVE DATE: JANUARY 1, 2019.****Contract Change Order Number SBPO15200473-05.****STATEWIDE SWITCHED TELECOMMUNICATIONS SERVICES.****On behalf of the Information Technology Services Group (ITS) – Office of the Governor.****Contract renewal between CENTURYLINK, INC. as "CONTRACTOR", and STATE OF IDAHO as "STATE."**

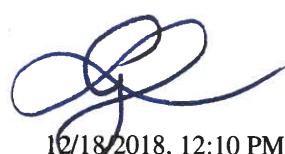
This ANNUAL CONTRACT RENEWAL and the provisions hereof are hereby attached to and made part of that certain STATE CONTRACT SBPO15200473-04 dated DECEMBER 22, 2017 for services as needed for the benefit of STATE AGENCIES, INSTITUTIONS, AND DEPARTMENTS, AND, ELIGIBLE POLITICAL SUBDIVISIONS OR PUBLIC AGENCIES AS DEFINED BY IDAHO CODE § 67-2327, OR OTHER AUTHORIZED ENTITIES. This CONTRACT is a STATEWIDE BLANKET PURCHASE ORDER (SBPO), and the amount listed is an estimate and not guaranteed. The ITS or a requisitioning agency will issue individual releases (purchase orders) against this CONTRACT on an as needed basis beginning on the SERVICE START DATE and ending on the SERVICE END DATE of the term of this renewal.

All the terms and conditions contained in the CONTRACT shall remain in full force and effect, except as expressly modified herein.

**NO OTHER CHANGES NOTED.**

IN THE EVENT OF ANY INCONSISTENCY, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:

1. This Contract Purchase Order document.
2. The State of Idaho's original solicitation document.
3. The Contractor's signed bid, quotation or offer.

**CONTRACTOR'S PRIMARY CONTACT**


12/18/2018, 12:10 PM

- Marty Teater
- Service Manager – Gov't Education and 911
- CenturyLink, Inc.
- 999 W. Main St.
- Boise, ID 83702
- 208-384-2118 (Office)
- 208\*695\*5714 (mobile)
- Martin.teater@centurylink.com

#### STATE AGENCY PRIMARY CONTACT

- Cheryl Dearborn
- Sr. IT Network Analyst
- Department of Administration - Office of the CIO
- 208-332-1845 (office)
- Cheryl.dearborn@cio.idaho.gov

#### STATE DIVISION OF PURCHASING CONTRACT MANAGEMENT & ADMINISTRATION

- Gregory Lindström, CPPO, CPPB
- State IT Purchasing Officer
- 304 N. 8th Street, Rm 403
- Boise, ID 83720-0075
- 208-332-1609
- gregory.lindstrom@adm.idaho.gov

Supplier Part Number	Items					Unit Price	Total
	Quantity	Back Order	Unit				
91365 Item Description	1.00 #1	0	ANN			240,000.00	\$240,000.00

**CHANGE ORDER SBPO15200473-05, Change Order 05. ANNUAL CONTRACT RENEWAL** in accordance with SERVICE START DATE & SERVICE END DATE for **STATEWIDE SWITCHED TELECOMMUNICATIONS SERVICES**.

- ESTIMATED CONTRACT VALUE TO DATE: \$4,000,000.00
- ESTIMATED VALUE OF THIS AMENDMENT: \$0,240,000.00
- ESTIMATED CONTRACT VALUE: \$4,240,000.00

**Delivery Date:** January 01, 2019  
**Shipping Method:** Delivery  
**Shipping Instructions:**  
**Ship FOB:** Destination  
**Attachment(s):**  
**Special Instructions:**

Sub-Total (USD)	\$240,000.00
Estimated Tax (USD)	\$0.00
<b>TOTAL: (USD)</b>	<b>\$240,000.00</b>

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature :

Signed By : G. Lindström, CPPO



DEPARTMENT OF ADMINISTRATION  
STATE DIVISION OF PURCHASING

**INVITATION TO BID (ITB)**

**ITB015000125**

**Statewide Switched Telecommunications Services**

## 1. ITB ADMINISTRATIVE INFORMATION & OVERVIEW

ITB Title:	Statewide Switched Telecommunications Services
ITB Project Description:	Statewide contract so Mandatory Users and voluntary Users can obtain reliable long distance services and aggregated buying power.
ITB Lead:	Gregöry Lindström State Division of Purchasing Gregory.lindstrom@adm.idaho.gov
Pre-Bid Teleconference:	Tuesday, September 9, 2014
Conference Information:	Provided upon receipt of supplier's conference registration form.
Deadline To Receive Questions:	Friday, September 12, 2014
ITB Closing Date:	See IPRO Header Document.
ITB Opening Date:	10:00 a.m. Mountain Time the following work day after closing.
Oral and Software Demonstrations:	To be scheduled at the discretion of the State.
Initial Term of Agreement and Renewals:	Initial term of the Agreement will be for one (1) full year of service. After the initial term, the State may option annual renewals upon mutual agreement until such time the State determines the service is no longer cost effective for the tax money invested.

**TAKE NOTE OF THE 1.25% ADMINISTRATIVE FEE DETAILED IN THE IPRO SPECIAL INSTRUCTIONS AND PARAGRAPH 5 OF THE STATE'S STANDARD TERMS AND CONDITIONS.**

### 1.1 PURPOSE

The Division of Purchasing (DoP) is seeking bids to establish new statewide contracts for switched outbound direct dialed long distance and inbound toll-free, and calling card and conferencing telecommunications services. These will be mandatory and voluntary User contracts.

All contracts resulting from this solicitation will be used for all State in and outbound long distance telecommunications service originating from any Public Switched Telephone Network (PSTN) service (i.e Centrex, POT's, Business line or T1) that can be PIC'd to the State's chosen long distance carrier. The service will not apply to other services such as SIP trunks where the State's SIP trunk provider bundles the long distance or does not, or cannot select an alternate long distance (PIC) carrier.

**In accordance with IDAPA 38.05.01-084.01.c, the State reserves the right to award to multiple contractors.**

## 1.2 PRE-BID TELECONFERENCE

A **non-mandatory** pre-bid teleconference will be held per the date listed in Section 1, or as amended. This will be an bidder's only opportunity to speak directly with Purchasing and State Subject Matter Experts. All interested participants are invited to participate.

**Interested participants are to pre-register with the ITB Lead identified in Section 1.** Attached as part of the ITB is an eFile whose file name contains "teleconf\_RegistrationForm." Interested participants are to type in the requested information and email the Word file (**Word file only**) to the ITB Lead no later than Monday September 8, 2014. It is requested that the email subject line state "ITB015000125 Pre-Bid Teleconference Registration."

- ▶ Participants are asked to limit their participation to three (3) phone attendees due to limited telephone seats availability.
- ▶ Interested participants returning a handwritten scanned form will not receive the location or dial in information for the conference. Only the completed Word file will be accepted.
- ▶ Once the ITB Lead receives the correctly completed Word document, the ITB Lead will email attendance information to the interested participant.

Any oral answers given by the State during the pre-bid teleconference are unofficial, and will not be binding on the State. Should participants desire a formal/binding response to any question asked, reference § 1.4 SUBMITTING QUESTIONS.

## 1.3 SUBMITTING QUESTIONS

**Questions regarding the ITB's requirements must be submitted via email and via the form provided with the ITB.**

**Questions must be received no later than the date stated in Section 1, or as amended.**

Attached as part of the ITB is an eFile whose file name contains "BidderQuestionsTemplate."

- ▶ **Questions will only be received and considered via this form, and as a Word document. This Word document is to be electronically completed and emailed back as a Word document to the IT Lead. Questions received in any other form will not be considered.**
- ▶ **Potential bidders may only submit questions once. Multiple submissions will not be accepted. Potential bidders should consider that should the pre-bid teleconference meeting occur prior to the deadline for question submission, potential bidders may want to postpone submitting questions until after the pre-bid teleconference meeting.**

It is requested that the email subject line state "ITB015000125 \_Questions."

► Questions regarding the State of Idaho Standard Contract Terms and Conditions found at <http://adm.idaho.gov/purchasing/purchasingrules.html>, State of Idaho Special Terms and Conditions For Telecommunications Services found at [http://purchasing.idaho.gov/pdf/terms/special\\_terms\\_and\\_conditions\\_for\\_telecommunications.pdf](http://purchasing.idaho.gov/pdf/terms/special_terms_and_conditions_for_telecommunications.pdf), and terms and conditions found within the ITB, must also be submitted at this time. **The State will not consider proposed modifications to these requirements after the date and time set for receiving questions.** Questions regarding the State's terms and conditions, or the requirements of the ITB, must contain the following.

- 1.3.1 The rationale for the specific requirement being questioned by the bidder (define the deficiency);
- 1.3.2 The verbiage recommended by the bidder for the State's consideration that is consistent in content, context, and form with the State's requirement that is being questioned;
- 1.3.3 An explanation of how the State's acceptance of the recommended verbiage would be fair and equitable to both the State and the bidder.

**Official answers to all written questions will be posted to IPRO as an amendment to the ITB.**

**Bids which qualify the offer based upon the State accepting other terms and conditions not found in the ITB or which take exception to the State's terms and conditions, will be found non-responsive and no further consideration of the proposal given.**

## **2. INSTRUCTIONS FOR SUBMISSION OF BIDS**

**Bids may be submitted manually or electronically.**

**Only one (1) bid total will be received and considered per business entity/bidder.**

### **2.1 (M) PARTS OF A BID**

A bid will consist of the following distinct parts.

- 2.1.1 If submitting manually, a signed Mandatory State Signature Page (attached as an eFile).**
- 2.1.2 A completed Client Reference Sheet (attached as an eFile).**
- 2.1.3 A completed Mandatory Technical Requirements response (attached as an eFile).**

### **2.1.3 A completed Mandatory Cost Proposal (attached as an eFile).**

Some of the documents attached as eFiles to this solicitation requiring the bidder to complete, are password protected. **Bidders are not to tamper with password protection and submit documents that are password protected by the bidder. Bidders are also not to submit required documents in a scanned format. Word documents are to be returned as Word documents. Excel documents are to be returned as Excel documents.** Documents returned in any other format other than the published format will not be considered and will be deemed non-responsive.

## **2.2 (M) INSTRUCTIONS FOR SUBMITTING A BID**

Any qualified bidder may submit a proposal. Per Section 67-5730, Idaho Code, all bidders are qualified unless disqualified. Those bidders presently on the General Service Administration's (GSA) "list of parties excluded from federal procurement and non-procurement programs" will be disqualified.

**Bids may be submitted electronically via the State's eProcurement system (IPRO), or manually.**

### **2.2.1 To submit electronically.**

Electronic bids shall be submitted in accordance with this section. Bids must be submitted through IPRO, the State's eProcurement provider. **A signed Mandatory State Signature Page is not required for an electronic submission.**

### **2.2.2 To submit manually.**

To submit manually, bidders must submit a completed Mandatory State Signature Page. The Mandatory State Signature Page must be signed by a representative of your company possessing legal authority to bind your company to your bid and to enter into a contract with the State. **The signature page must contain an original handwritten signature executed in ink (preferably blue). Photocopied signatures or facsimile signatures are not acceptable and will result in a finding that your proposal is non-responsive. The State reserves the right to allow for the submission of a corrected original, but is not bound to this allowance.**

The bid must be submitted as follows.

2.2.2.1 **One (1) original of the Mandatory State Signature Page, Mandatory Client Reference Sheet, and a Mandatory Technical Requirements response. The original of the Mandatory Client Reference Sheet and a Mandatory Technical Requirements response are to be marked "Original." In accordance with § 4.3 VALUE ADD, should the bidder chose to submit value added options, the form would be included here;**

2.2.2.2 **Three (3) copies of the Mandatory Client Reference Sheet, the Mandatory Technical Requirements response, and the Bidder Value Add response (optional);**

2.2.2.3 **One (1) original and one (1) copy of the Mandatory Cost Proposal. The**

original copy of the Mandatory Cost Proposal is to be marked "Original";

2.2.2.4 The original Mandatory State Signature Page, the Mandatory Client Reference Sheet, the Mandatory Technical Requirements response, and the Bidder Value Add response (optional) and copies are to be sealed separate from the Mandatory Cost Proposal. The container in which they are sealed is to be marked "Mandatory Technical Proposal";

2.2.2.5 The original Mandatory Cost Proposal and its copy are to be sealed separate from the Mandatory State Signature Page, the Mandatory Client Reference Sheet, and a Mandatory Technical Requirements response. The container in which they are sealed is to be marked "Mandatory Cost Proposal."

2.2.2.6 All required materials constituting the bidder's offer as mandated by this solicitation are to be shipped in a single shipping container and must be addressed to "Gregory Lindström (ITB Lead) and clearly marked "CONTRACT BID – ITB015000125 Statewide Switched Telecommunications Services" TO THE ADDRESS LISTED ON THE MANDATORY STATE SIGNATURE PAGE.

2.2.2.7 Bids may also be hand-delivered to the Division of Purchasing, 650 West State Street, Office B-15, Boise, Idaho.

### 2.3 **(M) VALIDITY OF BIDS**

Bids shall remain valid for 120 calendar days after the date set for the opening of bids.

## 3. EVALUATION CODES

3.1 This ITB will be partially evaluated and scored for past performance (client references), technical fit, and cost. The following evaluation codes will be used to identify those requirements and specifications that will be evaluated. The State reserves the right to seek clarification from the offeror on any (M), (M, E), or (E) requirement response.

### 3.1.1 **(M) MANDATORY REQUIREMENT**

Failure to comply with any mandatory specification or requirement may at the sole discretion of the State, render offeror's bid non-responsive and no further consideration given to the bid. The State reserves the right to seek clarification on any offeror response, or to seek a response. For the Technical Requirements response portion of this solicitation, bidders are to respond to any specification or requirement with an (M) by stating in the "Comply?" field whether the proposed solution or service complies with the requirement or specification. No further response is required.

### 3.1.2 **(M, E) MANDATORY-EVALUATED REQUIREMENT**

Failure to comply with any mandatory/evaluated specification or requirement may at the sole discretion of the State, render offeror's bid non-responsive. Bidder is to respond to the "Comply?" field, and provide a written response to any (M, E) specification or requirement, demonstrating its understanding and stating how the offered solution

**complies with the specification or requirement.** Points will be awarded based on the evaluation scoring criteria listed in this specification. **The State reserves the right to seek clarification on any offeror response, or to seek a response.**

### 3.1.3 (E) EVALUATED SPECIFICATION

**Bidder is to provide a written response.** Failure to provide a written respond will result in zero (0) points awarded for the specification. **The State reserves the right to seek clarification on any offeror response, or to seek a response.**

## 4. TECHNICAL REQUIREMENTS

### 4.1 TECHNICAL INFORMATION

The following describes approximate historical data for State Users. This is provided to bidders as overview information only **and has no contractual value or promise of business.** The data below excludes usage by Public Agencies including schools and higher education facilities as defined in Idaho Code § 67-2327, which reads: "Public Agency means any city or political subdivision of this state, including but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho", schools and higher education facilities. **The State does not warrant this data. Future traffic volumes or dedicated access lines may be more or less. Bids qualifying the offer based upon the State accepting minimum usage commitments of any kind will be deemed non-responsive.**

**Teleconferencing.** The annual average documented usage amounted to approximately 70K connections annually for duration of approximately 3 million minutes. Current utilization **may** also include WEB conference services. The State has no usage details.

**Calling Cards.** The annual average documented usage amounts to approximately 1,215 connections for duration of about 8,100 minutes.

The following table summarizes the annual estimated usage by type of call placed.

Calling Cards	Calls (Annually)	Duration (Annual Minutes)
Intrastate Toll	1,040	7,200
Interstate Toll	175	900
<b>TOTALS</b>	<b>1,215</b>	<b>8,100</b>

**Toll-Free.** Documented annual estimated usage amounted to approximately 1,020,300 calls for duration of about 3,480,720 minutes.

The following tables summarize the annual estimated usage by types of calls placed/received.

Dedicated Toll-Free	Calls (Annually)	Duration (Annual Minutes)
Intrastate Toll	489,084	1,650,000
Interstate Toll	99,516	426,960
<b>TOTALS</b>	<b>588,600</b>	<b>2,076,960</b>

Switched Toll-Free	Calls (Annually)	Duration (Annual Minutes)
Intrastate Toll	284,700	936,000
Interstate Toll	147,000	467,760
<b>TOTALS</b>	<b>431,700</b>	<b>1,403,760</b>

**Direct Dial.** Documented annual estimated usage amounted to approximately 2,620,181 million calls for duration of about 8,667,360 million minutes.

The following tables summarize the estimated annual usage by call type placed.

Dedicated Outbound Direct Dial	Calls (Annually)	Duration (Annual Minutes)
<b>Intrastate Toll</b>	<b>597,420</b>	<b>1,742,880</b>
<b>Interstate Toll</b>	<b>310,100</b>	<b>1,268,160</b>
<b>Other Toll</b>	<b>225</b>	<b>3,720</b>
<b>TOTALS</b>	<b>907,520</b>	<b>3,014,760</b>

Switched Outbound Direct Dial	Calls (Annually)	Duration (Annual Minutes)
<b>Intrastate Toll</b>	<b>1,248,408</b>	<b>3,854,880</b>
<b>Interstate Toll</b>	<b>464,028</b>	<b>1,794,000</b>
<b>Other Toll</b>	<b>225</b>	<b>3,720</b>
<b>TOTALS</b>	<b>1,712,661</b>	<b>5,652,600</b>

**Dedicated Access Lines.** The State currently has a number of dedicated access lines supporting a variety of switched telecommunication services including outbound direct dialed long distance as well as inbound toll-free.

Currently the State has 30+ dedicated inbound toll-free and/or outbound dedicated long distance circuits. Circuits are terminated to a variety of User and telecommunications KEY and PBX, conference bridges and VoIP switches/gateways.

In the case of the Department of Administration circuits, the long distance circuits are cross-connected directly into the Local Exchange Carriers (LEC's) central office switching equipment.

The table below lists known, existing dedicated access lines by User and service address.

Agency	Qty	PRI	Location	Purpose
Department of Fish and Game	1	Yes	700 W State St., Boise 83702	In/Outbound Dedicated LD
Department of Transportation	3	Yes	3311 W State St, Boise ID 83707	In/Outbound Dedicated LD
Tax Commission	2	Yes	800 Park Blvd, Boise ID 83722	In/Outbound Dedicated LD
Idaho Dept of Labor	2	Yes	317 E Main St, Boise ID 83702	In/Outbound Dedicated LD
Idaho Dept of Lands	1	Yes	300 N 6 <sup>th</sup> St., Boise ID	In/Outbound Dedicated LD
Idaho Division of Bldg Safety	1	Yes	1090 E Watertower Ln., Meridian ID	In/Outbound Dedicated LD
Idaho Legislative Services	1	Yes	700 W Jefferson St., Boise ID	In/Outbound Dedicated LD
Idaho Veteran Services	1	Yes	320 N Collins Rd., Boise ID	In/Outbound Dedicated LD
Public Retirement System of Idaho	1	Yes	607 N 8 <sup>th</sup> St., Boise ID	In/Outbound Dedicated LD
Idaho Dept of Administration	3	Yes	700 W State St., Boise ID	Inbound toll-free Conference Bridge
Idaho Dept of Administration	2	Yes	700 W State St., Boise ID	In/Outbound Dedicated LD
Idaho Dept of Health and Welfare	1	Yes	150 Should Ave., Idaho Falls ID	In/Outbound Dedicated LD
Idaho Dept of Health and Welfare	1	Yes	1720 N Westgate Dr., Boise ID	Idaho Dept of Health and Welfare
Idaho Dept of Health and Welfare	3	Yes	450 W State St., Boise ID	In/Outbound Dedicated LD
Department of Administration	1	Yes	1630 N Maple Grove Rd., Boise ID 83706	LEC Access for Outbound LD
Department of Administration	2	Yes	619 W Bannock Boise ID 83702	LEC Access for Outbound LD
Department of Administration	1	Yes	121 3rd Ave East, Twin Falls ID 83303	LEC Access for Outbound LD
Department of Administration	1	Yes	299 Constitution Wy., Idaho Falls ID 83402	LEC Access for Outbound LD
Department of Administration	1	Yes	455 W Lewis St., Pocatello ID 83201	LEC Access for Outbound LD
Department of Administration	1	Yes	528 6th Ave., Lewiston ID 83501	LEC Access for Outbound LD
Department of Administration	1	Yes	2115 Government Way, Coeur D'Alene ID 83814	LEC Access for Outbound LD

#### 4.2. **(M, E) MANDATORY TECHNICAL REQUIREMENTS RESPONSE**

Attached as part of this solicitation is an eFile whose file name contains "MandatoryTechnicalResponse." This file is to be completed as the bidder's response to this specification. Bidders are to follow the instructions as listed in the file.

#### 4.3 **BIDDER VALUE ADD (Optional)**

Attached to the ITB is an eFile whose file name contains the words "BidderValueAdd." Providing value add beyond what is required by the ITB is optional, however, for those bidders who feel they can offer the State additional value, bidders are to use this file for submitting value add. Examples of value add might be ideas related to cost savings, project scheduling techniques, technology options the ITB does not address or consider, and optional services such as cloud services. These Value Add options will become part of any contract let, and the State reserves the right to exercise these options at the offered pricing within one (1) year of the effective date of any resulting contract, should funding be available.

Should the bidder offer their solution as a cloud service value add, and the bidder be deemed the Apparent Successful Offeror based upon highest total score, the State reserves the right to contract for the offered cloud service. The State will clarify cloud terms and conditions during the Pre-contracting Clarification Phase, and should the State and the Apparent Successful Offeror fail to reach agreement on terms, the State will not option the cloud value add, and proceed with the COTS solution Pre-contracting Clarification Phase.

If bidders choose to offer value add options, bidders are to complete the following fields on the form.

Value Add – fully describe the value add.

Risk or Constraint - Offerors are to fully define all risks or constraints associated with the value add. Should the State choose to exercise its option of adding the value add to the Agreement, the State and the Contractor will add the value add to the "Analysis of Risk" report, and risk mitigation processes identified, assigned, and tracked.

Risk Level – this is a drop down field. The options are:

- Mitigated – this option will be selected during the project by the Contractor once the risk or constraint is no longer an issue;
- Low – Low probability that risk will create a significant impact on the service or project.
- Medium – Medium probability that risk will create a significant impact on the service or project .
- Elevated – A higher than medium probability that the risk will create a significant impact on the service or project.
- High – A high probability that the risk will create a significant impact on the service or project.

Value Add Cost – The fully burdened cost to the State for adding the value add option.

Value Add Cost Expiration Date – the date the cost for the option expires. This does not mean the value added option expires, just the cost offered.

## 5. COST PROPOSAL

### 5.1 (M, E) PRICING

- 5.1.1 For manually submitted bids and in accordance with 2.2.2.5, bidder's Mandatory Cost Proposal is to be sealed separate from bidder's Business & Technical proposal.
- 5.1.2 Attached to the ITB is an eFile whose file name contains the words "MandatoryCostProposal." It is mandatory that the bidder submit costs using this form. No other pricing information other than the Mandatory Cost Proposal will be considered for evaluation, or as Agreement pricing. Failure to use the Mandatory Cost Proposal will result in the bidder's bid being found non-responsive, and no further consideration given. All proposed pricing is Firm/Fixed.
- 5.1.3 All costs associated with the specifications of the ITB must be included in your Mandatory Cost Proposal. All bid pricing will be fully-burdened with all direct and indirect costs, and must include (but not limited to), all operating, administrative, and personnel expenses, such as overhead, salaries, profit, supplies, per diem, travel (airfare and/or mileage), lodging, and quality improvement (if applicable).
- 5.1.4 Proposed pricing shall include all costs associated with implementation of service, licensing (if applicable), maintenance (if applicable), and upgrade costs (if applicable). Additionally and if applicable, costs shall include the costs of any 3<sup>rd</sup> party software or services necessary for system operation.

## 6. BID REVIEW AND EVALUATION

6.1 The objective of the State in soliciting and evaluating bids is to ensure the selection of a firm or individual that will produce the best possible results for the taxpayer funds expended.

6.2 All bids will be reviewed first to ensure that they meet the mandatory submission requirements of the ITB. Any bid not meeting the mandatory submission requirements may at the sole discretion of the Division of Purchasing, be found non-responsive. Offers delivered to a location other than the delivery location stated within the Idaho Mandatory Signature Page, will be returned to the bidder by the location. Consideration will be given only to those proposals delivered to the Division of Purchasing prior to the stated date and time for receipt.

At a minimum, the Division of Purchasing will review the following for responsiveness.

- 6.2.1 That the bid was submitted to the State Division of Purchasing prior to the date and time set for closing.
- 6.2.2 For manually submitted bids, that the manually submitted bid has been submitted with a signed Mandatory State Signature Page. **If the bid was not submitted with a signed Mandatory State Signature Page, one will be required before the bid will be considered. The State will grant a three (3) State work day grace period to comply with the requirement.**
- 6.2.3 **That the bid has not been qualified by the bidder as being submitted under terms and conditions differing from the terms and conditions of the solicitation.**

#### 6.3 **(M, E) CLIENT REFERENCES**

Using the returned client reference sheet, the State will call and interview the references. **The bidder must provide at least three (3) references currently using the bidder's services, or may be found non-responsive and no further consideration given to the bidder's offer.** Beginning with Reference ID C01, the State will interview the first three (3) references the State is able to make contact with. The State will give the reference no fewer than two (2) calls attempting to contact them, and may contact them by email as well requesting an interview. Should the State be unable to interview three (3) bidder references, the bidder will receive zero (0) points for those references out of the required three (3) that the State was unable to contact. The three (3) required reference scores will be averaged for an overall reference score.

#### 6.4 **(M, E) TECHNICAL REQUIREMENTS EVALUATION**

The Mandatory Technical Requirements response will be evaluated and scored by a team of subject matter experts. Bidders must comply with any Mandatory **(M) or (M, E)** requirement or the State reserves the right to find the bidder non-responsive and no further consideration given the bid. The State also reserves the right to request a clarification of any response given, and based on the response, determine whether a bidder is responsive or non-responsive to a specification or requirement. Should it be determined during the evaluation that a Mandatory requirement not add significant technical value to the required solution, or prevent the State from obtaining a reasonable technical solution, the State reserves the right to waive the Mandatory requirement.

#### 6.5 **MANDATORY COST PROPOSAL EVALUATION**

As the final step in the evaluation process, Mandatory Cost Proposals of those responsive bidders will be opened and evaluated. Scoring will be in accordance with § 6.7.

#### 6.6 **NORMALIZATION & AWARD**

The scoring for the Mandatory Client Reference Sheet, the Mandatory Technical Requirements response, and the Mandatory Cost Proposal will be normalized in accordance with § 6.7. The highest scoring bidder will be considered the Apparent Successful Offeror. It is at this stage that the Division of Purchasing will release Letters of Intent to Award to all responsive bidders

publishing the State's intention to move forward with Pre-Contracting Award Discussions with the Apparent Successful Offeror.

## 6.7 EVALUATION CRITERIA

All evaluation scoring will be normalized based upon the following table.

<b>Mandatory Submission Requirements</b>		<b>Normalized Points</b>
<b>Technical Evaluation</b>	<b>Client Reference Evaluation</b>	<b>Pass/Fail</b>
	<b>Technical Requirements Evaluation</b>	<b>100 points</b>
<b>Mandatory Cost Proposal per Service Category</b>		<b>300 points</b>
		<b>600 points</b>
		<b>Total Possible Points</b>
		<b>1,000 points</b>

Non-cost scores will be normalized as follows, and based upon the table above. The bid with the highest total score for the category will be normalized receiving the total available points for the category. Other responsive bidders for the category will be normalized based upon the highest total score received for the category prior to normalization. The normalization formula is as follows.

$$\text{Offeror score} / \text{Highest Offeror Score for the category} \times \text{Total Available Points}$$

The Mandatory Cost Proposal Evaluation will be normalized as follows.

The bid with the lowest overall total cost proposed per required service as detailed within the Mandatory Cost Proposal will be normalized receiving the total available points for cost. Other bids will be assigned a portion of the total available points for the service (per Excel tab) using the formula:

$$\text{Lowest cost proposal/cost proposal being evaluated} \times \text{Total Available Points.}$$

Those normalized points will be added to the normalized points for technical requirements and Client References to determine the highest scoring bidder per service category. The State may award a single contract, or multiple contracts to the highest scorers per service category, or combinations of service categories if the scoring shows the tax payers of Idaho would receive a greater return for tax dollars spent by combining and awarding by categories.

## 7. (M) PRE-CONTRACTING CLARIFYING DISCUSSIONS

7.1 The State Division of Purchasing reserves the sole right to waive the discussions if it feels the discussions are not needed.

Prior to contract award, Purchasing and the Apparent Successful Offeror (ASO), will clarify expectations and develop a Project Management Plan for the implementation of the service. The Project Management Plan will contain all points of clarification, and an agreed upon schedule for the implementation of the service, identifying a Critical Path timeline, Critical Path Tasks, and Major Deliverables. Once completed, the Project Management Plan will be signed by the ASO and Purchasing, and will become Artifact 01 of the agreement. Once the agreement is in place, all modifications to the Project Management Plan must be reviewed and approved by Purchasing and an amended Artifact 01 released via a change order to the agreement. All missed Major Deliverable must be reported by the Contractor within five (5) working days of the missed delivery date.

Should after twenty (20) State working days from the start of pre-contracting clarification discussions, the State and the ASO not be able to finalize a Project Management Plan, the State may terminate discussions, find the ASO non-responsive, and deem the second highest ranked bidder the ASO. The State will then enter into pre-contracting clarification discussions with them. The State will not be liable for any bidder costs associated with pre-contracting clarification discussions.

During pre-contracting clarification discussions, the ASO will ensure that all required documentation such as proofs of insurances, are in the ASO's possession and ready for inclusion in the Agreement. The State will not issue a contract to the ASO until all contract document requirements are in the State's possession. It is expected that any delay in issuing the contract will impact Project Management Plan Schedules, and place the ASO in danger of missing delivery of the first Major Deliverable. The State will exercise its legal remedies for failure to deliver, so it is in the best interest of the ASO to ensure all contracting documents are available at the time of contract issue.

Creation and modifications to the Project Management Plan are the responsibility of the Contractor. Modifications are not effective until agreed to between the Contractor, and the State Division of Purchasing, and memorialized via a change order to the Agreement. All modifications to the Project Management Plan will carry the signatures of the Contractor and the State Division of Purchasing. The Office of the Chief Information Officer (OCIO) may also be required to sign.

## APPENDIX A SPECIAL TERMS AND CONDITIONS

### **A.1 GOVERNANCE**

This purchase and the resulting Agreement is the sole legal responsibility of the Division of Purchasing. No other State entity may act as the legal agent for the State, or present itself as a legal agent representing the State, in any matter regarding the Agreement. As such, other State agencies are not empowered to do the following.

- A.1.1 Provide work direction to the employees of the Contractor, whether that work is covered by the Agreement or not. The Contractor is responsible for providing all work direction to its employees.
- A.1.2 Direct the Contractor to provide Property (as defined by the State of Idaho Standard Contract Terms and Conditions), outside the scope of the Agreement.
- A.1.3 Direct the Contractor to provide additional Property that is within the scope of the Agreement but outside the contract deliverables and not covered by a contract change order. An example would be directing the Contractor to provide additional consulting hours beyond those hours currently set forth in the Agreement.
- A.1.4 Direct the Contractor to provide Property for which the Division of Purchasing has not issued a contract change order.
- A.1.5 Pay a Contractor invoice for Property that has not been delivered, or has not been fully tested and accepted, or is outside the scope of the Agreement.
- A.1.6 Represent itself as an agent for the State in any contractual matter pertaining to the Agreement, unless specifically given written permission by the Division of Purchasing.

The Contractor and the OCIO may enter into discussions regarding a perceived need to amend the Agreement, but the OCIO has no legal agency to effect an amendment. Any amendment to the Agreement must be authorized and administered by the Division of Purchasing, and no agreement solely between the Contractor and the OCIO is binding.

### **A.2 CONTRACT EFFECTIVENESS**

The Agreement is not effective until Purchasing has issued a purchase order specifying a commencement date (the "Effective Date"), and that date has arrived or passed. The Contractor will not provide or render services under this Agreement until the Effective Date. Contractor will not be reimbursed for products provided or services rendered prior to the Effective Date.

### **A.3 PRICING, LENGTH OF THE AGREEMENT AND RENEWALS**

Initial term of the Agreement will be for one (1) full year of service. After the initial term, the State may option annual renewals upon mutual agreement until such time the State determines the service is no longer cost effective for the tax money invested.

#### **A.4 REGISTRATION WITH SECRETARY OF STATE AND SERVICE OF PROCESS**

- A.4.1 Contractor must independently verify whether it is required by Idaho law to register its business entity or assumed business name with the Idaho Secretary of State and, if required to do so, must remain in good standing during the term of this contract.
- A.4.2 Regardless of its registration with the Idaho Secretary of State, and in addition to any methods of service allowed by Idaho law, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested, at its last known address. Contractor must notify Purchasing in writing of any change of address to which service of process can be made. Service shall be completed upon Contractor's actual receipt of process or upon Purchasing's receipt of the return thereof by the United States Postal Service as refused or undeliverable.

#### **A.5 PUBLIC AGENCY CLAUSE**

Contract prices shall be extended to other "Public Agencies" as defined in Section #67-2327 of the Idaho Code, which reads: "Public Agency" means any city or political subdivision of this state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho. It will be the responsibility of the Public Agency as a Voluntary User to independently contract with the Contractor and comply with any other applicable provisions of Idaho Code governing public contracts.

#### **A.6 BILLING, SUPPORT, AND MAINTENANCE**

- A.6.1 During the course of any awarded contract(s) Office of The Chief Information Office (OCIO) generally will provide instructions on how and where to bill for services rendered to Users. In some cases, OCIO will ask the Contractor to directly bill a User for services. Voluntary Users may directly place service orders and provide billing instructions for services rendered to them OR they may ask OCIO to coordinate on their behalf.
- A.6.2 For all Users, the Contractor at a minimum must provide each month a single printed summary and detail billing to each billed User. For all calls, billings shall include the following types of calls:
  - international;
  - interstate;
  - interLATA;
  - intraLATA;
  - all operator assisted;
  - collect;
  - directory assistance;

- third-party;
- 900/700 pay per call and toll.

Billing cycles must be for a maximum of 31-days.

A.6.3 For Users requiring billing in electronic form (e.g., web access), the electronic billing file must include the same required billing elements listed below. The informational elements that shall be included in billings is listed in the following table. An 'X' indicates that an informational element is required for the service described in the column heading.

	Audio Tele-conf	Calling Cards	Direct Dial Calling	Toll-Free Calling
1. Date and time of each teleconference (start and end)	X			
2. Conference Type for each conference call	X			
3. Name of host or host agency for each conference call	X			
4. Telephone number of teleconference host for each conference call	X			
5. Names and/or telephone numbers of participants	X			
6. Subtotals for each conference call	X			
7. Originating number and/or Auth Code (from number)		X	X	X
8. Originating location – city and State		X	X	X
9. Recipient number (dialed number)		X	X	
10. Terminating number		X	X	
11. Terminating location – city and State		X	X	
12. Billing Date		X	X	X
13. Date of call		X	X	X
14. Calling card number		X		
15. Time of call connection		X	X	X
16. Time of ended call		X	X	X
17. Duration of call		X	X	X
18. Amount of toll for call		X	X	X
19. Rate period and rate schedule		X	X	X
20. Recurring and nonrecurring	X	X	X	X

	Audio Tele-conf	Calling Cards	Direct Dial Calling	Toll-Free Calling
charges and credits that are NOT call related				
<b>21. Bill to number</b>		X	X	X
<b>22. Other Charges and Credits (“OCC”)</b>	X	X	X	X
<b>23. Vendor name and remittance address</b>	X X	X X	X X	X X
<b>24. Bill date</b>	X	X	X	X
<b>25. Service dates for period covered by invoice</b>	X	X	X	X

**Note: If the Offeror cannot provide call detail in its billings, which include the all required details, the State of Idaho shall not be responsible for payment for the call.**

The Contractor(s) shall provide or give the OCIO access to run or download aggregated usage reports for any billed User. Report must include all the informational elements enumerated in the above table.

#### A.7 INSTALLATION SCHEDULE AND SERVICE ORDERS

In accordance with § 2 C (2) SERVICE LEVELS of the State of Idaho Special Contract Terms and Conditions for Telecommunications Services, Contractor will provide within five (5) business days after the signing of the Agreement, The Contractor's standard targeted Service level objectives for its network for each of its offered services.

All State **Service Orders** will be placed by OCIO or their designee through the dedicated contract representative or when possible, through an on-line electronic ordering software provided by successful bidders. If the contractor chooses to use electronic order processing, they will be solely responsible for providing the necessary software to the Department of Administration. The Contractor will also be required to provide thorough training for electronic order processing. Voluntary Users will be solely responsible for placing their Service Orders and tracking installation. Ordering services shall not require an amendment to the Agreement.

**Service Orders** must be acknowledged by the Contractor within 24-hours of receipt. Order acknowledgement must include the order number and a completion due date. The due date for acknowledged orders MUST meet the Service level objectives provided by the Contractor. The State reserves the right to develop a Service Order template for the purpose of placing Contractor orders, or to use the Contractor provided service order form.

#### A.8 SERVICE ORDER SURVIVABILITY

Orders made using the authority provided by the Agreement will survive the Agreement itself, provided the Agreement was not terminated for default. Contractor will be obligated to continue providing ongoing service at the agreed upon Agreement rate(s) and under the terms and

conditions of the Agreement, through the service term of each individual order. Notwithstanding, no open Service Order shall survive past one (1) full year after the termination of the Agreement. In the event of a termination for Contractor default, all open Service Orders will terminate on the termination date of the Agreement.

No Service Order may be opened after the termination date of the Agreement.

#### **A.9 MAINTENANCE SPECIFICATIONS**

- A.9.1 To assure the User maximum availability of this resource, the Contractor shall ensure the reliability of long distance services by guaranteeing operational up time of no less than 99.96% or 8,756 hours per year for any 365-day period.
- A.9.2 **Troubleshooting.** For each service under this Agreement, the Contractor shall have a centralized trouble-shooting and maintenance center/s for reporting network or service trouble, or outages. Trouble-shooting centers must be staffed 24 hours a day, seven days a week (7 x 24.) The Contractor shall respond to trouble reported by a User within one (1) hour of notification and hourly thereafter with updates until the trouble is cleared. Persistent network failures forcing the User to use alternate call routing are NOT acceptable. On-line electronic trouble reporting using software provided by the Contractor is preferable. Response and escalation requirements remain the same regardless of the media used to report trouble.

#### **A.10 NOTICE TO CURE**

The State reserves the right to determine the length of the time given to the contractor to cure the default or non-compliance.

#### **A.11 BIDDER'S CONFLICTING AND SUPPLEMENTAL TERMS**

Where terms and conditions of Contactor service agreements differ from the State of Idaho Standard Contract Terms and Conditions, the State of Idaho Special Contract Terms and Conditions for Telecommunication Service, or the terms of the solicitation, the State of Idaho Standard Contract Terms and Conditions, the State of Idaho Special Contract Terms and Conditions for Telecommunication Service, and the terms of the solicitation will apply. Where terms and conditions specified in the Contractor's offer, including bidder agreements and assumptions, supplement the terms and conditions of the solicitation, the supplemental terms and conditions will apply only if specifically accepted by the State's Division of Purchasing in writing. Offerors are recommended to review the State's Solicitation Instructions to Suppliers, Clause 18 at the following website.

[http://purchasing.idaho.gov/pdf/terms/solicitation\\_instructions.pdf](http://purchasing.idaho.gov/pdf/terms/solicitation_instructions.pdf)

#### **A.12 PLANNED OUTAGES OF SERVICE**

Contractor must provide the State at least twenty-four (24) hours advance notice, via e-mail or telephone, of any planned outages due to maintenance or affecting the delivery of services.

### **A.13 CORRECTIVE ACTIONS**

The State reserves the right to impose the following corrective actions where indicated. Remedies associated with nonperformance, substandard performance, or unacceptable performance will include liquidated damage and non-financial remedies. Examples of remedies include, but are not limited to:

- A.13.1 Require corrective action plans be developed and implemented by the Contractor, subject to State approval and oversight.
- A.13.2 Accelerated monitoring of Contractor performance by a State designee.
- A.13.3 Additional or ad hoc reporting by the Contractor and at no cost to the State, that addresses performance issues.
- A.13.4 Withholding of payments to the Contractor, in whole or in part, to the extent the Contractor fails to perform its obligations set forth in the contract.
- A.13.5 Reduced payments. Amounts due to the State by the Contractor may be deducted or set-off by the State from any money payable to the Contractor pursuant to the contract.

### **A.14 CONTRACTOR FINANCIAL RECORDS**

The State reserves the right to require from the Contractor, copies of any and all financial records associated with the resulting contract, including payments to subcontractors.

### **A.15 E-RATE SERVICES**

Qualifying schools and libraries shall be allowed to acquire long distance services off all awarded contracts. Contractors must participate in the Universal Service Administrative Company's telecommunications support programs for eligible schools and libraries, and possess a valid Service Provider Identification Number. E-Rate discounts apply to all contracted services.

### **A.16 TARIFFS, TAXES AND OTHER REGULATORY FEES**

The State is generally exempt from payment of State sales, 911 Taxes or surcharges, use taxes, and from personal property tax for property purchased for State use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificate(s) will be furnished as required upon written request by the Contractor.

Contractors that require the State to pay **any** taxes, tariffs or other regulatory charges, or administration or other overhead fees, must justify such fees. These fees may include, but are not limited to, federal or state Universal Service Fund ("USF"), federal or state subscriber line charges ("SLC/CLC"), local number portability ("LNP"), presubscribed interexchange carrier charge ("PICC"), federal excise taxes, per call surcharges, any call set-up fees or other carrier administrative fees.

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## 4.2 MANDATORY TECHNICAL RESPONSE

Bidders must use this form in responding to technical requirements. Responses shall be evaluated per § 3 of the solicitation. Failure to respond to a specification may at the State's discretion lead to a finding of non-responsive, and no further consideration given the offer.

**The State reserves the right to seek clarification from the bidder on any (M), (M, E), or (E) requirement response.**

► **Bidders must provide the following information.**

COMPANY NAME:	
NAICS NUMBER:	
FEIN NUMBER:	
SUBMITTED BY:	
TITLE:	
PHONE NUMBER:	
FAX:	
EMAIL ADDRESS:	
MAIL ADDRESS:	

### 4.2.1 AUDIO AND WEB CONFERENCING SPECIFICATIONS (Pricing for Conferencing services must be entered into the **Mandatory Cost Proposal**)

Current State audio conference usage is predominantly reservation less toll-free dial in access with a smaller sub-set of callers making on-demand reservations and/or using operator assisted calls as well as some calls or users that also use WEB conference services. Conferencing services offered by the bidder are to have the following capabilities and features.

- 7 x 24 x 52 availability.
- Operator dialed/assisted.
- Reserved or reservation less 800 toll-free dial-in.
- Reserved or reservation less Caller paid dial-in.
- WEB conference features and/or functionality.

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- Combination of all above options.
- Taping/call recording.
- Call Transcription.
- Participant Roll-Call.
- Unique Host and Participant codes that are least 6 characters long for each User.
- For both reserved and reservation-less conference shall also require prompting for an additional PIN/Password.
- Operator assistance or access during teleconference.
- International access when needed and blocking when not.
- Add-on/Ad Hoc participation during a teleconference.

**Bidders are to respond to all specifications and requirements as to whether the bidder's solution complies with the requirement. For those specifications or requirements with an evaluation code of (M) or (M, E), failure to provide a "Comply?" response may at the discretion of the State lead to a finding of non-responsive and no further consideration given the bid. The State reserves the right to request a response or clarification to a response.**

**For those specifications or requirements with an evaluation code of (E), failure to provide a "Comply?" response may lead to zero (0) points being awarded. The State reserves the right to request a response or clarification to a response.**

**For those specifications or requirements with an evaluation code of (M, E), failure to provide a response in the "Describe" field may at the discretion of the State lead to a finding of non-responsive and no further consideration given the bid. The State reserves the right to request a response or clarification to a response.**

**For those specifications or requirements with an evaluation code of (E), failure to provide a response in the "Describe" field may at the discretion of the State lead to zero (0) points being awarded. The State reserves the right to request a response or clarification to a response.**

ID #	Requirement	Eval Code	Comply? Yes/No	Describe in detail how the proposed solution complies.
4.2.1.1	Bidder is to describe in detail how offered service will meet each of the capabilities and features listed above for Conferencing Specifications.	(M, E)		
4.2.1.2	Bidder is to describe in detail the step by step conference reservation and conference set-up procedures used, as well as the locations, port capacity and trunking capacity or limitations of your conference bridging equipment.	(E)		

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ID #	Requirement	Eval Code (E)	Comply? Yes/No	Describe in detail how the proposed solution complies.
4.2.1.3	Bidder is to describe a marketing plan and supply copies of marketing and user informational materials to encourage Users to use conferencing service.			

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### 4.2.2 CALLING CARDS SPECIFICATIONS (Pricing for Calling Card services must be entered into the Mandatory Cost Proposal)

Domestic and international calling card service offered by the bidder, are to have the following capabilities and features.

- 7 x 24 x 52 availability.
- Calling cards for all users must have unique card numbers (that are not telephone numbers) of no more than 10 characters, plus a 4-digit personal identification number ("PIN"). The PIN may not appear on each calling card at.
- Calling cards for Mandatory users must be received by OCIO no later than 10 working days after receiving OCIO's request. Requests for cards will be made either in writing, via-e-mail or electronically from a WEB access interface provided by the bidder.
- Cancellation of calling cards must be immediate upon receiving notification of lost or stolen cards. Bidders must provide lost or stolen card reporting instructions including a toll-free telephone number with each card as well as on monthly billings. The state is not responsible for calls billed after card is reported as stolen or lost.
- Deployment of calling card fraud handling process and procedures in place at the time of the bid due date. Charges as a result of fraud will be the sole responsibility of the Contractor; the state will bear no liability for fraudulent charges.
- Toll-free customer service lines and usage instructions printed on every card issued. Toll-free access to customer or operator assistance and lost or stolen card reporting should be included with these instructions.
- Ability to allow or block calling cards from originating calls to international country codes by individual card.
- Answer supervision and disconnect supervision must be supported for calling card calls. The Contractor shall not charge for incomplete calls or for calls "hung-up" in the network.

**Bidders are to respond to all specifications and requirements as to whether the bidder's solution complies with the requirement. For those specifications or requirements with an evaluation code of (M) or (M, E), failure to provide a "Comply?" response may at the discretion of the State lead to a finding of non-responsive and no further consideration given the bid. The State reserves the right to request a response or clarification to a response.**

**For those specifications or requirements with an evaluation code of (E), failure to provide a "Comply?" response may lead to zero (0) points being awarded. The State reserves the right to request a response or clarification to a response.**

**For those specifications or requirements with an evaluation code of (M, E), failure to provide a response in the "Describe" field may at the discretion of the State lead to a finding of non-responsive and no further consideration given the bid. The State reserves the right to request a response or clarification to a response.**

**For those specifications or requirements with an evaluation code of (E), failure to provide a response in the "Describe" field may at the discretion of the State lead to zero (0) points being awarded. The State reserves the right to request a response or clarification to a response.**

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ID #	Requirement	Eval Code	Comply? Yes/No	Describe in detail how the proposed solution complies.
4.2.2.1	Bidder is to describe in detail how its service will meet each of the capabilities and features listed above for Calling Cards Specifications.	(M, E)		
4.2.2.2	Bidder is to describe in detail all available on-line electronic access to inventory information that identifies newly ordered, idle, active or lost or stolen calling cards.	(E)		
4.2.2.3	Bidder is to describe in detail a comprehensive implementation plan to order, issue and activate calling cards after contract award. Include responsibilities for the bidder and the State, milestones and timelines.	(E)		

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### 4.2.3 **TOLL-FREE SPECIFICATIONS (Pricing for Toll Free services must be entered into the Mandatory Cost Proposal)**

Toll-free calling services offered by the bidder are to have the following capabilities and features.

- Dedicated T-1's for 800 telephone service: 800 toll-free access trunks provided by the bidder giving individual State agencies dedicated inbound toll-free capabilities terminating into agency CPE switching equipment. This service must allow multiple individual toll-free numbers to terminate on a single dedicated access T1.
- Switched Business line 800 toll-free telephone service line access: Inbound 800 toll-free services terminating on a LEC (Local Exchange Carrier) POTS (plain old telephone) lines. The lines can be Centrex, FB (Flat-Business), DID or (Direct-Inward-Dialed) provided by LEC's and CLEC's throughout the State.
- Direct Termination Overflow - Ability to automatically route or overflow calls from one dedicated access T1 trunk group to another or from a dedicated access T1 trunk group to a switched telephone line/number and vice versa.
- Routing - 800 calls must be capable of being routed to multiple POT's by originating NPA-NXX or area code (GEO-Routing).
- Real-Time call detail access.
- Call queuing and call distribution to multiple points of termination based upon call volume, time of day or day of the week.
- Toll-free menu routing of calls – ability to set and record a custom announcement or recordings to prompts callers to select options that route calls to other preset local or toll-free numbers.
- Prompting for Network Calls- the 800 service must have the ability to prompt callers for information using touch-tone or voice input and use that input to route calls.
- Ability to monitor status of dedicated access T1's and to access call usage detail for trunk group or by individual toll-free number.
- Directory assistance shall be made available (when requested by the State) by listing the toll-free numbers in the national 800 directory and made available to the general public upon request via directory assistance inquiry.
- Answer supervision and disconnect supervision are a requirement of the RFP; bidders shall not charge for incomplete calls or for calls “hung-up” in the network.
- Ability to block or allow access from payphones.
- Ability to restrict or limit inbound access to toll-free numbers to specific area code(s).

**Bidders are to respond to all specifications and requirements as to whether the bidder's solution complies with the requirement. For those specifications or requirements with an evaluation code of (M) or (M, E), failure to provide a “Comply?” response may at the discretion of the State lead to a finding of non-responsive and no further consideration given the bid. The State reserves the right to request a response or clarification to a response.**

**For those specifications or requirements with an evaluation code of (E), failure to provide a “Comply?” response may lead to zero (0) points being awarded. The State reserves the right to request a response or clarification to a response.**

**For those specifications or requirements with an evaluation code of (M, E), failure to provide a response in the “Describe” field may at the discretion of**

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the State lead to a finding of non-responsive and no further consideration given the bid. The State reserves the right to request a response or clarification to a response.

For those specifications or requirements with an evaluation code of (E), failure to provide a response in the “Describe” field may at the discretion of the State lead to zero (0) points being awarded. The State reserves the right to request a response or clarification to a response.

ID #	Requirement	Eval Code	Comply? Yes/No	Describe in detail how the proposed solution complies.
4.2.3.1	Bidder is to describe in detail how it will meet each of the listed capabilities and features listed above for Toll-Free Specifications.	(M, E)		
4.2.3.2	Bidder is to describe in detail the design and operation of the its network, the locations of points of presence (“POPs”) from which Users in Idaho may establish dedicated toll-free access. Bidder is also to describe in detail the processes, practices and methods of monitoring, detecting and reporting fraudulent or “nuisance” activity.	(E)		
4.2.3.3	Bidder is to describe in detail the comprehensive plan to implement toll-free services, coordinate dedicated access line installation to Users after contract award. Include responsibilities of the bidder and the State, milestones and timelines.	(E)		

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### 4.2.4 **DIRECT DIAL SPECIFICATIONS** (Pricing for Direct Dial services must be entered into the Mandatory Cost Proposal)

Direct-dial services offered by the bidder are to have the following capabilities and features.

- 7 x 24 x 52 availability.
- Direct and operator-assisted international, interstate, intrastate, and inter-LATA (including local, national and international directory assistance) calling. Dedicated T-1's for outbound long distance calling: trunks provided by the bidder giving individual State agencies dedicated outbound long distance capabilities terminating into agency CPE switching equipment.
- Ability to monitor status of dedicated access T1's and to access call usage detail for trunk group or by individual originating number. Capability of blocking calls long distance calls to any NPA, NXX, or country code.
- Authorization Code prompting for both dedicated and non-dedicated access services if a user so desires the feature. The bidder's network must be capable of prompting for an authorization when a user desires this feature. Authorization codes must be passed through the proposer's network to their billing system for processing. Any users needing authorization codes for direct dial services must have the option to do so under any contract awarded as a result of this solicitation. **Contractor must provide billing call detail for any State originating telephone number or Authorization Code.**
- Dedicated access to the Contractor's network from Centron/Centrex service provided by the LECs where, in the user's sole judgment, it is deemed to be cost effective. Dedicated access circuits must be capable of processing both inbound and outbound traffic.

**Bidders are to respond to all specifications and requirements as to whether the bidder's solution complies with the requirement. For those specifications or requirements with an evaluation code of (M) or (M, E), failure to provide a "Comply?" response may at the discretion of the State lead to a finding of non-responsive and no further consideration given the bid. The State reserves the right to request a response or clarification to a response.**

**For those specifications or requirements with an evaluation code of (E), failure to provide a "Comply?" response may lead to zero (0) points being awarded. The State reserves the right to request a response or clarification to a response.**

**For those specifications or requirements with an evaluation code of (M, E), failure to provide a response in the "Describe" field may at the discretion of the State lead to a finding of non-responsive and no further consideration given the bid. The State reserves the right to request a response or clarification to a response.**

**For those specifications or requirements with an evaluation code of (E), failure to provide a response in the "Describe" field may at the discretion of the State lead to zero (0) points being awarded. The State reserves the right to request a response or clarification to a response.**

## ITB15000125 – Statewide Switched Telecommunications Services

ID #	Requirement	Eval Code	Comply? Yes/No	Describe in detail how the proposed solution complies.
4.2.4.1	Bidder is to describe in detail how the service will meet each of the listed capabilities and features listed above for Direct Dial Specifications.	(M, E)		
4.2.4.2	Bidder is to describe in detail the design and operation of the bidder's network, the means of capacity planning in order to minimize "all circuits busy" conditions; the locations of points of presence ("POPs") from which Users in Idaho may establish dedicated or switched access. Bidder is also to describe in detail the processes, practices and methods of monitoring, detecting and reporting fraudulent activity, instructions and availability for using directory information and operator assistance for all types of calls, and the management of Auth Codes for Users.	(E)		
4.2.4.3	Bidder is to describe in detail a comprehensive plan to implement direct dial service, including Auth Codes, to Users after contract award. Include responsibilities of the bidder and the State, milestones and timelines.	(E)		

## ITB15000125 \_ Statewide Switched Telecommunications Services

### 4.2.5 BILLING SPECIFICATIONS

Bidders are to respond to all specifications and requirements as to whether the bidder's solution complies with the requirement. For those specifications or requirements with an evaluation code of (M) or (M, E), failure to provide a "Comply?" response may at the discretion of the State lead to a finding of non-responsive and no further consideration given the bid. The State reserves the right to request a response or clarification to a response.

For those specifications or requirements with an evaluation code of (E), failure to provide a "Comply?" response may lead to zero (0) points being awarded. The State reserves the right to request a response or clarification to a response.

For those specifications or requirements with an evaluation code of (M, E), failure to provide a response in the "Describe" field may at the discretion of the State lead to a finding of non-responsive and no further consideration given the bid. The State reserves the right to request a response or clarification to a response.

For those specifications or requirements with an evaluation code of (E), failure to provide a response in the "Describe" field may at the discretion of the State lead to zero (0) points being awarded. The State reserves the right to request a response or clarification to a response.

ID #	Requirement	Eval Code	Comply? Yes/No	Describe in detail how the proposed solution complies.
4.2.5.1	Bidder is to describe in detail the flexibility and granularity of Bidder billing system and billing information archival procedures and retention policies.	(E)		
4.2.5.2	Bidder is to describe in detail how it will meet the State's specific billing requirements.	(M, E)		
4.2.5.3	Bidder is to describe in detail its process to file disputed charges and how the contractor will handle this process.	(E)		
4.2.5.4	Bidder is to describe in detail its credit policy for network-based service impairments or outages.	(E)		

## ITB15000125 – Statewide Switched Telecommunications Services

### 4.2.6 MAINTENANCE SPECIFICATIONS

The Contractor shall provide monitoring and management of ALL State long distance services under this solicitation on a 7 x 24 x 52 basis. To assure the State the maximum availability of this resource the Contractor shall ensure the reliability of State long distance services by guaranteeing operational up time of no less than 99.96% or 8,756 hours per year for any 365-day period.

For each service under this solicitation, bidders are to have a centralized trouble-shooting and maintenance center/s for reporting network or service trouble, or outages. Trouble-shooting centers must be staffed 24 hours a day, seven days a week (7 x 24.) The Contractor shall respond to trouble reported by State personnel within one (1) hour of notification by the State and hourly thereafter with updates until the trouble is cleared. Persistent network failures forcing the State to use alternate call routing are NOT acceptable. On-line electronic trouble reporting using software provided by the Contractor is preferable. Response and escalation requirements remain the same regardless of the media used to report trouble.

**Bidders are to respond to all specifications and requirements as to whether the bidder's solution complies with the requirement. For those specifications or requirements with an evaluation code of (M) or (M, E), failure to provide a "Comply?" response may at the discretion of the State lead to a finding of non-responsive and no further consideration given the bid. The State reserves the right to request a response or clarification to a response.**

**For those specifications or requirements with an evaluation code of (E), failure to provide a "Comply?" response may lead to zero (0) points being awarded. The State reserves the right to request a response or clarification to a response.**

**For those specifications or requirements with an evaluation code of (M, E), failure to provide a response in the "Describe" field may at the discretion of the State lead to a finding of non-responsive and no further consideration given the bid. The State reserves the right to request a response or clarification to a response.**

**For those specifications or requirements with an evaluation code of (E), failure to provide a response in the "Describe" field may at the discretion of the State lead to zero (0) points being awarded. The State reserves the right to request a response or clarification to a response.**

ID #	Requirement	Eval Code	Comply? Yes/No	Describe in detail how the proposed solution complies.
4.2.6.1	Bidder is to describe its complete network and/or service monitoring and management procedures and resources. Information provided must show that the Bidder meets all the minimum general and technical requirements described.	(E)		
4.2.6.2	Bidder is to describe in detail all electronic, software or on-line WEB access tools for reporting and escalating network and service trouble or outages, or for monitoring the State dedicated access circuits.	(E)		
4.2.6.3	Bidder is to describe in detail all disaster recovery plans. Plans should include secondary or redundant paths, and continued alternate service in the event of a network outage	(E)		

## ITB15000125 \_ Statewide Switched Telecommunications Services

ID #	Requirement	Eval Code	Comply? Yes/No	Describe in detail how the proposed solution complies.
	or overload.			
4.2.6.4	Bidder is to describe in detail how will meet the minimum requirements of this section.	(M, E)		

## ITB15000125 – Statewide Switched Telecommunications Services

### 4.2.7 CHANGE AND ORDER MANAGEMENT SPECIFICATIONS

Offeror must include in their Final Bid Proposal to the State a comprehensive service order installation schedule. The schedule must include but is not necessarily limited to the provisioning or removal of telephone numbers from the contract, installation or removal of T-1 or ISDN T-1 facilities, ordering or canceling calling cards, or set-up for conference reservations. The State will require a Service Order Installation Schedule that should list the number of days (calendar or working) required to install or provision each service contracted. Service orders must be acknowledged by the contractor, within 24-hours. The order acknowledgement must include the order number and a completion due date. The due date for acknowledged orders MUST meet the Service Order Installation Schedule provided by bidders in their Final Bid Proposal.

All service orders will be placed by OCIO or their designee through the dedicated contract representative or when possible, through an on-line electronic ordering software provided by successful bidders. If the contractor chooses to use electronic order processing, they will be solely responsible for providing the necessary software to the Department of Administration. The contractor will also be required to provide thorough training for electronic order processing to designated Department or other User staff.

**Bidders are to respond to all specifications and requirements as to whether the bidder's solution complies with the requirement. For those specifications or requirements with an evaluation code of (M) or (M, E), failure to provide a "Comply?" response may at the discretion of the State lead to a finding of non-responsive and no further consideration given the bid. The State reserves the right to request a response or clarification to a response.**

**For those specifications or requirements with an evaluation code of (E), failure to provide a "Comply?" response may lead to zero (0) points being awarded. The State reserves the right to request a response or clarification to a response.**

**For those specifications or requirements with an evaluation code of (M, E), failure to provide a response in the "Describe" field may at the discretion of the State lead to a finding of non-responsive and no further consideration given the bid. The State reserves the right to request a response or clarification to a response.**

**For those specifications or requirements with an evaluation code of (E), failure to provide a response in the "Describe" field may at the discretion of the State lead to zero (0) points being awarded. The State reserves the right to request a response or clarification to a response.**

ID #	Requirement	Eval Code	Comply? Yes/No	Describe in detail how the proposed solution complies.
4.2.7.1	Bidder is to describe in detail all on-line electronic, WEB access products, or software for ordering and tracking orders for new service or facilities, disconnecting and removing services or facilities, running utilization/traffic and inventory reports.	(E)		
4.2.7.2	Supply a sample of any inventory lists that would be available to the State for managing the services provisioned.	(E)		

## ITB15000125 \_ Statewide Switched Telecommunications Services

ID#	Requirement	Eval Code	Comply? Yes/No	Describe in detail how the proposed solution complies.
4.2.7.3	Bidder is to describe in detail how it will meet the State's specific expectations and comply with the requirements to meet install within 30-calendar days of original due date.	(M, E)		



ITB # & Title: ITB15000125 – Statewide Switched Telecommunications Services

## PRE-BID TELECONFERENCE MEETING REGISTRATION FORM

**INFORMATION:** Please use this form for pre-registering for the pre-bid teleconference as scheduled in Section 1 of the ITB listed above. Please email the form back to Solicitation Lead listed in the ITB by the requested date. Please in the subject line of the email, state the ITB number followed by "Pre-bid teleconference Registration Form."

*Please limit phone attendance to three (3) attendees per company.*

ITB15000125\_Statewide Switched Telecommunications Services  
Mandatory Cost Proposal

COMPANY NAME:  
NAICS NUMBER:  
FEIN NUMBER:  
SERVICE PROVIDER IDENTIFICATION NUMBER (SPIN):  
SUBMITTED BY:  
TITLE:  
PHONE NUMBER:  
FAX:  
EMAIL ADDRESS:  
MAIL ADDRESS:

**RECURRING CHARGES FOR AUDIO & WEB CONFERENCING SERVICES (4.2.1)**

TELECONFERENCE TYPE	COST PER MINUTE	OTHER COSTS DESCRIPTION (i.e. per port or participant costs)	OTHER COST
Reservationless Toll-Free Dial In			
Reservationless Caller Paid Dial In			
Reservationless WEB Conference			
Reserved Operator Dialed/Assisted			
Reserved Caller Paid Dial-in			
Reserved 800 Dial-in			
Reserved WEB Conferencing			

ITB15000125\_Statewide Switched Telecommunications Services  
Mandatory Cost Proposal

COMPANY NAME:

**RECURRING CHARGES FOR AUDIO & WEB CONFERENCING FEATURES**

FEATURES AND OPTIONS	MONTHLY RECURRING PER FEATURE COST	INCREMENTAL COST OF FEATURE	OTHER COSTS DESCRIPTION	OTHER COST
Conference Transcription				
Recording (provide tape, CD, DVD, or other E-media file to Conference Host)				
Roll-call/Attendance				
<b>Other</b>				

**NON- RECURRING AUDIO & WEB CONFERENCING SERVICE CHARGES**

Contract Initiation/Implementation	ONE-TIME CHARGES
Other NRC (describe)	

**ITB15000125\_Statewide Switched Telecommunications Services  
Mandatory Cost Proposal**

COMPANY NAME:

## TARIFFS, TAXES, AND OTHER REGULATORY CHARGES

Reference A.15 of Appendix A of the solicitation - "Special Terms and Conditions." Bidders are to list any tariffs, taxes, or other regulatory fees they feel are applicable and justifiable for providing *Audio Conferencing services*.

**ITB15000125\_Statewide Switched Telecommunications Services  
Mandatory Cost Proposal**

COMPANY NAME: 0

RECURRING CHARGES FOR CALLING CARD USAGE (4.2.2)

**ITB15000125\_Statewide Switched Telecommunications Services  
Mandatory Cost Proposal**

COMPANY NAME: 0

**ITB15000125\_Statewide Switched Telecommunications Services  
Mandatory Cost Proposal**

COMPANY NAME: 0

TARIFFS, TAXES, AND OTHER REGULATORY CHARGES

Reference A.15 of Appendix A of the solicitation - "Special Terms and Conditions." Bidders are to list any tariffs, taxes, or other regulatory fees they feel are applicable and justifiable for providing Calling Card services.

Tariff, Tax, or other Regulatory Charge	Justification for Charge and How Applied	Cost

ITB15000125\_Statewide Switched Telecommunications Services  
Mandatory Cost Proposal

COMPANY NAME: 0 \_\_\_\_\_

**RECURRING CHARGES FOR DIRECT DIALED LONG DISTANCE (4.2.4)**

CALL TYPE	COST OF INITIAL BILLING INCREMENT	COST FOR ADDITIONAL BILLING INCREMENTS	DISCOUNT %	OTHER COSTS DESCRIPTION	OTHER COST
Switched-to-Switched - InterLATA					
Switched-to-Switched - IntraLATA					
Switched-to-Switched - Interstate					
Dedicated-to-Switched/Switched-to-Dedicated - InterLATA					
Dedicated-to-Switched/Switched-to-Dedicated - IntraLATA					
Dedicated-to-Switched/Switched-to-Dedicated - Interstate					
Dedicated-to-Dedicated - InterLATA					
Dedicated-to-Dedicated - IntraLATA					
Dedicated-to-Dedicated - Interstate					
International (insert additional lines if necessary or attach an international rate schedule)					
Third-Party Calls					
Directory Assistance					
"00" Information					
900 Calls					

ITB15000125\_Statewide Switched Telecommunications Services  
Mandatory Cost Proposal

COMPANY NAME: 0 \_\_\_\_\_

Other Call Types


**RECURRING CHARGES FOR DIRECT DIALED LONG DISTANCE FEATURES AND FACILITIES**

FEATURES	COST
PIN/Auth Codes	
Electronic Billing Options	
Electronic Traffic Monitoring or Reporting Options	
Electronic Inventory Options	
Electronic Maintenance and Troubleshooting Options	
ISDN PRI Dedicated Access	

Other Features


# ITB15000125\_Statewide Switched Telecommunications Services Mandatory Cost Proposal

## Mandatory Cost Proposal

## NON-RECURRING CHARGES FOR DIRECT DIALED LONG DISTANCE

## TARIFFS, TAXES, AND OTHER REGULATORY CHARGES

Reference A.15 of Appendix A of the solicitation - "Special Terms and Conditions." Bidders are to list any tariffs, taxes, or other regulatory fees they feel are applicable and justifiable for providing Direct Dial Calling services.

**ITB15000125\_S statewide Switched Telecommunications Services  
Mandatory Cost Proposal**

COMPANY NAME:

## RECURRING CHARGES FOR INBOUND TOLL-FREE SERVICES (DEDICATED) (4.2.3)

CALL TYPE	MONTHLY RECURRING PER 800# COST	COST OF INITIAL BILLING INCREMENT	COST FOR ADDITIONAL BILLING INCREMENTS	OTHER COSTS DESCRIPTION	OTHER COST
Intrastate IntrALATA					
Intrastate InterLATA					
Interstate					
International	(insert additional lines if necessary or attach an international rate schedule)				

## Other Call Types

**ITB15000125 Statewide Switched Telecommunications Services  
Mandatory Cost Proposal**

COMPANY NAME: 0

## RECURRING CHARGES FOR TOLL-FREE FEATURES AND FACILITIES

**ITB15000125\_Statewide Switched Telecommunications Services  
Mandatory Cost Proposal**

NON-RECURRING CHARGES FOR DEDICATED INBOUND TOLL-FREE SERVICES	
ONE-TIME CHARGES	
Facility (ISDN PRI) Installation	
Service Conversion/Implementation	

Other NCR							
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RECURRING CHARGES FOR INBOUND TOLL-FREE SERVICES (NON-DEDICATED BUSINESS LINES)					
CALL TYPE	MONTHLY RECURRING PER LINE COST	COST OF INITIAL BILLING INCREMENT	COST FOR ADDITIONAL BILLING INCREMENTS	OTHER COSTS DESCRIPTION	OTHER COST
Intrastate IntraLATA					
Intrastate InterLATA					
Interstate					
International (insert additional lines if necessary or attach an international rate schedule)					

**ITB15000125\_Statewide Switched Telecommunications Services  
Mandatory Cost Proposal**

COMPANY NAME: 0

## **NON-RECURRING CHARGES FOR INBOUND TOLL-FREE SERVICES (NON-DEDICATED BUSINESS LINES)**

FEATURES	MONTHLY RECURRING PER FEATURE COST	INCREMENTAL COST OF FEATURE	OTHER COSTS DESCRIPTION	OTHER COST
Exchange Routing				
Area Code Routing				
Time/Day Manager				
Network Announcement				
In Progress Announcement				
Touch-tone or Voice Prompting				
Disconnect Intercept				
800 Directory Assistance				
800 Transfer				

## Other Features

## NON-RECURRING CHARGES FOR INBOUND TOLL-FREE SERVICES

**ITB15000125\_Statewide Switched Telecommunications Services  
Mandatory Cost Proposal**

## TARIFFS, TAXES, AND OTHER REGULATORY CHARGES

Reference A.15 of Appendix A of the solicitation - "Special Terms and Conditions." Bidders are to list any tariffs, taxes, or other regulatory fees they feel are applicable and justifiable for providing Toll Free Calling services.

Tariff, Tax, or other Regulatory Charge	Justification for Charge and How Applied	Cost

**ITB15000125\_Statewide Switched Telecommunications Services  
Mandatory Cost Proposal**

COMPANY NAME: 0

## **CHARGES FOR BILLING SUPPORT AND MAINTENANCE (4.2.5, 4.2.6)**

CHARGES FOR BILLING SUPPORT AND MAINTENANCE (4.2.5, 4.2.6)				
Support and Maintenance	MONTHLY RECURRING COST	NON-RECURRING COST	OTHER COSTS DESCRIPTION	OTHER COST
Contract Support				
Contract Maintenance				
Electronic Billing Access				
Electronic Facility Access				
Change orders				

## Other Support and Maintenance


**ITB15000125\_Statewide Switched Telecommunications Services  
Mandatory Cost Proposal**

COMPANY NAME: 0

## TARIFFS, TAXES, AND OTHER REGULATORY CHARGES

Reference A.15 of Appendix A of the solicitation - "Special Terms and Conditions." Bidders are to list any tariffs, taxes, or other regulatory fees they feel are applicable and justifiable for providing Support and Maintenance services



ITB # & Title: ITB15000125 Statewide Switched Telecommunications Services

**PRE-BID TELECONFERENCE MEETING REGISTRATION FORM**

**INFORMATION:** Please use this form for pre-registering for the pre-bid teleconference as scheduled in Section 1 of the ITB listed above. Please email the form back to Solicitation Lead listed in the ITB by the requested date. Please in the subject line of the email, state the ITB number followed by "Pre-bid teleconference Registration Form."

*Please limit phone attendance to three (3) attendees per company.*



RFP # & Title: ITB15000125\_ Statewide Switched Telecommunications Services

## Bidder's Questions Submission Form

Please do not identify your name, company name, or product names of intellectual property in your questions.

Add rows by hitting the tab key while within the table and within the final row.

The following instructions are to be followed when submitting questions.

1. This form, and this form only is to be used for submitting questions. Any questions received in any other format shall be rejected and not considered.
2. Do not change the format or font. Do not bold your questions or change the color of the font. The State uses a master template for loading all Bidder questions in to and for answering.
3. Questions must be received on time or shall be rejected and not considered.
4. Enter the specification number that the question is for in the “Specification” field (column 2). If the question is in regards to a section of the RFP for which there are no specification numbers, enter the section number in column 2. If the question is a general question not related to a specification, enter “General” in column 2. If the question is in regards to a State term and condition, state the clause number in column 2. If the question is in regard to an attachment to the solicitation, enter the attachment identifier (example ‘Attachment A’) in the “Specification” column, and the attachment specification number (if present) or the attachment page number.
5. Do not enter text in column 4 (Answers). This is for the State’s use only.
6. Once completed, this form is to be emailed per the instructions in the RFP. The email subject line is to state the RFP number followed by “Questions.”

#	Specification	Bidder Question	Answer (State use only)
1			
2			
3			

## Tele Switched Telecommunications Services

### Bidder Value Add

All risks and constraints associated with the Value Add as pertains to the service being solicited via the RFP.	Risk Level	Value Add Cost	Value Add Cost Expiration Date
		\$0.00	
		\$0.00	
		\$0.00	

## Wide Switched Telecommunications Services

## ENT REFERENCE LIST

lers services. Failure to provide three (3) verifiable references may at the State's discretion, render the bidder's proposal if desired.

**WILL NOT BE HONORED.** In addition, a legend or statement on one (1) page that all or substantially all of the response is exempt from disclosure is not acceptable or in accordance with the Public Records Law and **WILL NOT BE HONORED**. If your Bid, Proposal or Quotation contains information that you consider to be exempt, you must also submit an electronic redacted copy of the Bid, Proposal or Quotation with all exempt information removed or blacked out. The State will provide public liability of the Public Records Law should be addressed to your own legal counsel **PRIOR TO SUBMISSION** of your Bid, Proposal or Quotation. This is not sufficient to simply mark the entire page. The specific information you deem "exempt" within each marked "exempt" (it is not sufficient to simply mark the entire page). The specific information you within a text border, or otherwise be clearly distinguished from other text or other information and be specifically identified as "exempt".

2. Provide a separate document with your Bid, Proposal or Quotation entitled "List of Redacted Exhibit Information," which provides a succinct list of all exempt material noted in your Bid, Proposal or Quotation. The list must be in the order in which the material appears in your Bid, Proposal or Quotation, identified by Page#, Section# / Paragraph#, Title of Section/Paragraph, specific portions of text or other information, or in a manner otherwise sufficient to allow the State to determine the precise material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure.

3. Identify with particularity the precise text, illustration, or other information contained within each page marked "exempt" (it is not sufficient to simply mark the entire page). The specific information you within a text border, or otherwise be clearly distinguished from other text or other information and be specifically identified as "exempt".

4. Provide a separate document with your Bid, Proposal or Quotation entitled "List of Redacted Exhibit Information," which provides a succinct list of all exempt material noted in your Bid, Proposal or Quotation. The list must be in the order in which the material appears in your Bid, Proposal or Quotation, identified by Page#, Section# / Paragraph#, Title of Section/Paragraph, specific portions of text or other information, or in a manner otherwise sufficient to allow the State to determine the precise material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure.

5. Vendor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring a designation of exempt or for the Vendor's failure to designate individual documents as exempt. The Vendor's failure to designate a portion of a document that is released by the State as exempt from disclosure shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed by the Vendor, the Vendor shall provide the legal defense for such claim.

29. LENGTH OF CONTRACT: Pursuant to Idaho Code Section 67-5717(9), the State may enter into Contracts, including leases and rentals, for periods of time exceeding one (1) year provided that such Contracts contain no penalty to or restrict upon the State in the event cancellation is necessitated by a lack of financing for any such Contract.

30. LEASE-PURCHASE OPTIONS: Idaho Code Section 67-5721 reads, in part, as follows: "Any exercise of an option to acquire (goods, services, parts, supplies and equipment), or any other procedure which shall serve to pass title to the state where no passage of title existed before, shall be deemed to be a new acquisition and prior to execution all applicable provisions and procedures of this chapter [67-5714 through 67-5744] shall be exercised." (NOTE: This provision is NOT applicable to time purchase or installment purchase Contracts).

## SOLICITATION INSTRUCTIONS TO VENDORS

Proposal or Quotation; (iv) a finding is made based upon available evidence that a submitting Vendor is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill Contract requirements; or (v) the item offered deviates to a major degree from the specifications, as determined by the State (minor deviations, as determined by the State, may be accepted as substantially meeting the Solicitation requirements). Deviations will be considered major when such deviations appear to frustrate the competitive Solicitation process or provide a submitting Vendor an unfair advantage.

B. Prior to the issuance of a Contract, the State shall have the right to reject all Bids, Proposals, or Quotations or to cancel a Solicitation. Cancellation may be for reasons that include, but are not limited to: (i) inadequate or ambiguous specifications; (ii) specifications have been revised; (iii) Property is no longer required; (iv) there is a change in requirements; (v) all submissions are deemed unreasonable or sufficient funds are not available; (vi) Bids, Proposals or Quotations were not independently arrived at or were submitted in bad faith; (vii) it is determined that all requirements of the Solicitation process were not met; (viii) insufficient competition; or (ix) it is in the best interests of the State.

**21. BURDEN OF PROOF:** It shall be the responsibility and burden of the submitting Vendor to furnish, with its original submission, unless otherwise provided in the Solicitation, sufficient data for the State to determine whether or not the property offered conforms to the specifications.

**22. ALTERNATE BIDS:** Multiple bids submitted by a single submitting Vendor, or a submitting Vendor's alternate bids, **WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.**

**23. DISCOUNTS:** Discounts, when applicable, shall be shown in a single net percentage figure (e.g. 57-1/4% instead of 50, 10, and 5 percent). **DISCOUNTS FOR PROMPT PAYMENT WILL BE ACCEPTED BUT CANNOT BE USED IN DETERMINING THE LOWEST BID.**

**24. UNIT PRICES GOVERN:** Unit prices shall govern. **IMPORTANT:** Prices must be given in the "unit of measure" required in the Solicitation. Example: If the Solicitation requires an item by the "piece," submit pricing by the "piece." If the Solicitation requires an item by the "foot," submit pricing by the "foot."

**25. FIRM PRICES:** The submitting Vendor agrees that its Bid, Quotation or Proposal shall be good and may not be withdrawn for a period of sixty (60) days after the scheduled closing date, unless otherwise identified in the Solicitation. No Bid, Quotation or Proposal will be accepted if marked "price prevailing at time of delivery," "estimated prices," "actual costs to be billed," or similar phrases. After the date and time of closing, no price change will be allowed, unless otherwise stated in the Solicitation. All Bids, Quotations and Proposals must be in U.S. Dollars.

**26. ORAL INFORMATION:** Questions concerning a Solicitation must be directed in writing to the designated purchasing official in the period of time prescribed in the Solicitation. Bids, Proposals, or Quotations deviating from the specifications by any means other than that which is allowed by an amendment to the Solicitation written and issued by the State will be subject to rejection. The State will not be responsible for any verbal or oral information given to Vendors by anyone other than an authorized purchasing official who has providing information in writing. Reliance on any oral representation is at the Vendor's sole risk.

**27. GOVERNMENTAL USE ONLY:** Unless otherwise noted in the Solicitation, all purchases made pursuant to the Solicitation are for the internal use of government only and will not be resold to the general public at retail. Upon request, the State will issue a certification that all purchases made pursuant to the Solicitation are intended for the internal use of government and will not be resold to the general public at retail.

**28. PUBLIC RECORDS:**

A. The Idaho Public Records Law, Idaho Code Sections 9-337 through 9-348, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State Agency or a local agency (political subdivision of the state of Idaho) regardless of the physical form or character. All, or most, of the information contained in your response to the State's Solicitation will be a public record subject to disclosure under the Public Records Law. The Public Records Law contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. If you consider any material that you provide in your Bid, Proposal or Quotation to be a trade secret, or otherwise protected from disclosure, you **MUST** so indicate by marking as "exempt" **EACH PAGE** containing such information. Marking your entire Bid, Proposal or Quotation as exempt is not acceptable or in accordance with the Solicitation or the Public Records Law and

A. Prior to the issuance of a Contract, the State shall have the right to accept or reject all or any part of a Bid, Proposal or Quotation or any and all Bids, Proposals and Quotations when: (i) it is in the best interests of the State; (ii) the Bid, Proposal or Quotation does not meet the minimum specific requirements; (iii) the Bid, Proposal or Quotation is not the lowest responsible Bid.

## 20. REJECTION OF BIDS AND PROPOSALS AND CANCELLATION OF SOLICITATION:

C. Pre-Opening Solicitation Modification – Electronic – A submittal using IPRo may modify or change a previously submitted Solicitation response at any time prior to the closing by submitting another Solicitation response. Each additional response or submissi

**B. Pre-Uploading Solicitation Withdrawals – Electronic –** A submittor using IFRD may withdraw a previously submitted Solicitation response at any time prior to the closing time by submitting another response with a zero unit price for each affected line item of the Solicitation and inserting the words "WITHDRAWAL OF PREVIOUSLY SUBMITTED BID" in the comments field for each affected line item.

#### 19. PRE-OPENING SOLICITATION WITHDRAWALS OR MODIFICATION:

Ward/Community Openings – Electric and manual distribution solicitation will contain detailed information regarding closing/soliciting dates and times. Vendors may attend openings of usually submitted solicitations at the place, date, and time specified on the solicitation. At that time, for bids, the names of bidders and bid amount will be announced. For proposals, only the names of the offers will be announced. No other information will be disclosed at that time. Persons may request tabulation information when it becomes available. Depending upon the complexity of the solicitation, tabulations may take as long as thirty (30) calendar days. No tabulation information will be given over the phone.

## 17. TABULATION INFORMATION:

electronically submitted to the place designated for receipt prior to the specified closing time. Late submissions will not be considered under any circumstances. The official time used in the receipt of manual submissions is the prevailing local time as evidenced by the automatic time stamp located at the physical address designated for receipt of Bids. Quotations or proposals. Electronic submissions will use IPRQ's time to determine receipt. No responsibility will be assumed for delays in the delivery of mail by the U.S. Post Office, private couriers, the intra-State mail system, or for the failure of any computer or electronic equipment. Submittors should be advised the intra-State mail system may increase delivery time from Central Post to the place designated for receipt and should plan accordingly. **LATE SUBMISSIONS WILL BE DECLARED REJECTED AS NON-RESPONSIVE AND RETURNED TO THE SUBMITTING VENDOR. NO DEVIATIONS WILL BE ALLOWED.**

submitting Vendors using iPRO must complete all steps in the submission process prior to the scheduled closing date and time.

## SOLICITATION INSTRUCTIONS TO VENDORS

### **15. SUBMISSION FORMS:**

A. Manual Submissions – For manually sealed and submitted Bids or Proposals, a submitting Vendor must use the State's supplied signature page (or other binding document as specified) when submitting its Bid or Proposal. The signature page must be manually signed in ink by an authorized agent of the submitting Vendor and returned with the submission package. Manually submitted Bids or Proposals submitted without the signature page shall be found nonresponsive and will not be considered. An incomplete or unsigned signature page will be cause for a finding of non-responsiveness. The signature page must contain an **ORIGINAL HANDWRITTEN** signature executed in **INK** and be returned as part of the submitting Vendor's Bid or Proposal. **PHOTOCOPIED SIGNATURES** or **FACSIMILE SIGNATURES** are **NOT ACCEPTABLE**. Submissions must be completed either in ink or typewritten. Forms or figures written in pencil are not acceptable. Mistakes should not be erased but may be crossed out and corrections inserted next to the errors and initialed **IN INK** by the person signing.

B. Submission Forms – Manual Quotations – For manually submitted Quotations, the submitting Vendor may use any response and submission form authorized by the Request For Quotation, including oral, telephonic, facsimile, e-mail, or regular mail.

C. Submission Forms – Electronic – For Vendors using IPRO, proper completion of the electronic forms is required.

D. Submission Forms – Manual or Electronic – Regardless of Submission Form, Vendor warrants by submitting a Bid, Proposal or Quotation that it accepts the State of Idaho Standard Contract Terms and Conditions and the Solicitation Instructions to Vendors, and any Special Terms and Conditions identified in the Solicitation. Additionally, one or more of the following may be applicable:

1. If the Vendor is a corporation, partnership, sole proprietorship or other legal entity, and employs individual persons, by submitting its Bid, Proposal or Quotation, vendor warrants that any Contract resulting from this Solicitation is subject to Executive Order 2009-10 [[http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009\\_10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html)]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of its Contract; or
2. If Vendor is a natural person eighteen (18) years of age or older,
  - a. by submitting its Bid, Proposal or Quotation, warrants that its Bid, Proposal or Quotation is subject to Idaho Code section 67-7903 and, pursuant thereto, by submitting its Bid, Proposal or Quotation, attests, under penalty of perjury, that it is a United States citizen or legal permanent resident or that it is otherwise lawfully present in the United States pursuant to federal law; and
  - b. prior to being issued a Contract, Vendor will be required to submit proof of lawful presence in the United States in accordance with Idaho Code Section 67-7903.

### **16. BID AND REQUEST FOR PROPOSAL SUBMISSIONS:**

A. Manual Submissions – Unless otherwise stated elsewhere in the Solicitation, the submission package or envelope must be **SEALED** and plainly marked in the **LOWER** left corner with the following: (i) the name of the item or service being sought; (ii) opening date and time; and (iii) the Solicitation number. This information is found in the Solicitation document. The submitting Vendor's return address must appear on the envelope or package. Any Bid sheets and the signature page containing an original authorized signature must be submitted in a sealed envelope or package. (**Do not respond to more than one Solicitation in the same envelope!**) A submission made using "Express/Oversight" services must be shipped in a separate sealed inner envelope/package identified as stated above, and enclosed inside the "Express/Oversight" shipping container or package. No responsibility will attach to the State, or to any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a submission not properly addressed and identified. **DO NOT FAX YOUR BID OR PROPOSAL.** No oral, telephone, facsimile or late submissions will be considered. All submissions must be received at the physical address designated for courier service and time/date stamped by the purchasing activity prior to the closing date and time. It is the submitting Vendor's responsibility to timely submit its Bid or Proposal in a properly marked envelope, prior to the scheduled closing, for receipt in sufficient time to allow the submission to be time and date stamped **prior to the closing time.**

## SOLICITATION INSTRUCTIONS TO VENDORS

N. State – The state of Idaho including each Agency unless the contract implies otherwise(s) or the United States.

3. **AWARD METHODS:** Contractors may only be awarded to the Lowest Responsible Bidder. The Lowest Responsible Bidder is defined by Idaho Code Section 67-5716(12) as "The responsible bidder whose bid reflects the lowest acquisition price to be paid by the state, except that when specific bid evaluations are valued or comparative performance examinations are conducted, the results of such examinations and the relative score of validated specific bid evaluations will be weighed, as set out in the specifications, in determining the lowest acquisition price." When deemed to be in the best interest of the State, and set forth in the Solicitation documents, additional consideration may be given to the elements of discounts, supply location, quality of products or previous service, delivery time, or other elements.

**6. ADMINISTRATIVE FEE:** In accordance with Paragraph 5 of the State of Idaho Standard Terms and Conditions, Contracts issued through IPRO may be subject to an Administrative Fee of one point two five percent (1.25%) of the awarded value of the Contract, unless otherwise exempt (See Paragraph 5, State of Idaho Standard Terms and Conditions).

**8. SOLICITATION AMENDMENTS:** It will be the Vendors' responsibility to check for any amendments to the solicitation documents if prior to submitting a Bid, Proposal, or Quotation. In the event it becomes necessary to revise any part of the solicitation, amendment(s) will be made available via LPRO. Information given to one Vendor will be available to all other Vendors if such information is necessary for purposes of submitting a Bid, Proposal or Quotation, or if failure to give such information would be prejudicial to uninformed Vendors.

**10. ECONOMY OF PREPARATION:** If submitting a response to a solicitation, responses should be prepared simply and economically, providing a clear, complete and concise description of the Offeror's capabilities to satisfy the State's requirements.

**11. SPECIFICATIONS:** Specifications describe the Property the State wants to acquire. Vendors are encouraged to review the specifications closely and present written questions within the time prescribed in the Solicitation to the State.

See also Paragraph 16 on Administrative Appeals. The State is prohibited from accepting Property that purchases offical.

does not meet the minimum specifications pursuant to Idaho Code Section 67-5726(4) and Section 67-5736.

12. **LAWS:** The laws governing the State's purchases of goods and services are found in Idaho Code Section 67-5714 through Section 67-5744 and IDAPA 38.05.01 et seq., both available on the internet at [http://purchasing.idaho.gov/rules\\_and\\_policies.htm](http://purchasing.idaho.gov/rules_and_policies.htm). It is the Vendors responsibility to conform to ALL applicable federal, state and local statutes or other applicable legal requirements. The information provided herein is intended to assist Vendors in meeting applicable requirements but is not exhaustive and the State will not be responsible for any failure by any Vendor to meet applicable requirements.

**14. ADMINISTRATIVE APPEALS:** The laws applicable to administrative appeals are set forth at Idaho Code Section 67-5733(1)(a) (Specification Appeals), Idaho Code Section 67-5733(1)(b) (Bid Rejection Appeals), Idaho Code Section 67-5733(1)(c) (Bid Award Appeals), and Idaho Code Section 67-5733(1)(d) (Sale Source Appeals).

### 13. PREERENCE FOR IDAHO SUPPLIERS FOR PURCHASES: Idaho preferences are governed by Idaho Code Section 67-2349 (Reciprocal Preference) and Idaho Code Section 60-101 - 103 (Printing).

State and Local Statutes or other applicable legal requirements. The information herein is intended to assist Vendors in meeting applicable requirements but is not exhaustive and the State will not be responsible for any failure by any Vendor to meet applicable requirements.

through Section 67-574 and IDPA 38.05.01 set forth above, both available on the Internet at [http://purchasing.gov/rules\\_and\\_policies.html](http://purchasing.gov/rules_and_policies.html). It is the Vendor's responsibility to conform to ALL applicable federal, state, local and other laws, rules and regulations, including the laws and regulations of the Commonwealth of Massachusetts, in performing the contract. The Purchaser reserves the right to terminate the contract if the Vendor fails to conform to any applicable laws, rules or regulations.

**11. SPECIFICATIONS:** Specifications describe the Property the State wants to acquire. Vendors are encouraged to review the specifications closely and present written questions within the time prescribed in the Solicitation to the State.

See also Paragraph 16 on Administrative Appeals. The State is prohibited from accepting Property that purchases offical.

does not meet the minimum specifications pursuant to Idaho Code Section 67-5726(4) and Section 67-5736.

**10. ECONOMY OF PREPARATION:** If submitting a response to a solicitation, responses should be prepared simply and economically, providing a clear, complete and concise description of the Offeror's capabilities to satisfy the State's requirements.

9. NOTICE OF EFFECTIVENESS: No Contract is effective until the authorized State purchasing official has signed the Contract (which signature may be electronic), and the effective date has passed. The Vendor shall not provide any goods or render services until the Contract has been signed by the State purchasing official and the Contract has become effective. Furthermore, the State is in no way responsible for reimbursing the Vendor for goods provided or services rendered prior to the signature by the authorized State purchasing official and the arrival of the effective date of the Contract.

**8. SOLICITATION AMENDMENTS:** It will be the Vendors responsibility to check for any amendments to the solicitation document(s) prior to submitting a Bid. Proposals, or Quotation, will be made available via IPRQ. Information given to one Vendor will be available to all other Vendors if such information is necessary for purposes of submitting a Bid. Proposal or Quotation, or if failure to give such information would be prejudicial to uninformmed Vendors.

1.1. DETERMINATION OF RESPONSIBILITY: The State reserves the right to make reasonable inquiry about or from the submitting Vendor or from third party witnesses to determine the responsibility of a submitting Vendor to promptly supply any requested information may result in a performance. The unreasonable failure of a submitting Vendor to promptly supply any requested information may result in a finding of non-responsibility.

**6.6. ADMINISTRATIVE FEE:** In accordance with Paragraph 5 of the State of Idaho Standard Terms and Conditions, Contracts issued through IPRD may be subject to an Administrative Fee of one point two five percent (1.25%) of the awarded value of the Contract, unless otherwise exempt (See Paragraph 5, State of Idaho Standard Terms and Conditions).

specifications, in determining the lowest cost acquisition price. When deemed to be in the best interest of the State, and set forth in the Solicitation document, additional considerations may be given to the elements of discounts, supply location, quality of products or previous service, delivery time, or other elements.

**5. AWARD METHOD:** Contractors may only be awarded to the "Lowest Responsible Bidder." The Lowest Responsible Bidder is defined by Idaho Code Section 57-571(12) as "The responsible bidder whose bid reflects the lowest acquisition price to be paid by the state, except that when such specifications are valued on a comparative performance basis, the results of such examinations and the relative score of a bid will be weighted, as set out in the

U. Vendor - A person or entity capable of supplying Property to the State.

N. State - The state of Idaho includes each Agency unless the context implies otherwise (s) of the United States.

## SOLICITATION INSTRUCTIONS TO VENDORS

**1. AUTHORITY TO PURCHASE:** The Administrator of the Division of Purchasing, Department of Administration or the Administrator's delegates are the only statutory agents authorized to execute Contracts for the procurement of goods and services, unless exempted pursuant to statute or rule. Pursuant to Idaho Code Section 67-5725, all agreements made in violation of the applicable purchasing statutes or rules shall be void and any sum of money advanced by the State shall be repaid.

**2. E-PURCHASING:** The State of Idaho, Division of Purchasing and many individual Agencies utilize the Idaho e-Procurement System (IPRO), an electronic procurement system. Depending upon which profiling options vendors select in IPRO, vendors may be sent e-mail notifications of acquisition opportunities on those Solicitations electronically posted.

**3. ELECTRONIC SIGNATURES:** IPRO processes all information electronically on the Internet. Signatures by both the submitting Vendor and the State when using IPRO may be electronic and electronic signatures used with IPRO are as fully binding and legal for the State's purchasing process as a manually affixed signature. Any reference in these *Solicitation Instructions to Vendors* to "signed," "signature," "manually signed in ink," or equivalents will include electronic signature, if the submitting Vendor is using IPRO.

**4. DEFINITIONS:** Unless the context requires otherwise, all terms not defined below shall have the meanings defined in Idaho Code Section 67-5716 or IDAPA 38.05.01.011.

A. **Agency.** All offices, departments, divisions, bureaus, boards, commissions and institutions of the state, including the public utilities commission, but excluding other legislative and judicial branches of government, and excluding the governor, the lieutenant-governor, the secretary of state, the state controller, the state treasurer, the attorney general, and the superintendent of public instruction.

B. **Bid** – A written offer that is binding on the Bidder to perform a Contract to purchase or supply Property in response to an Invitation to Bid.

C. **Bidder** – A Vendor who has submitted a Bid.

D. **Contract** - Contract means any state written agreement, including a Solicitation or specification documents and the accepted portions of the Solicitation, for the acquisition of Property. Generally, the term is used to describe term contracts, definite or indefinite quantity or delivery contracts or other acquisition agreements whose subject matter involves multiple payments and deliveries.

E. **Contractor** - A Vendor who has been awarded a Contract.

F. **Invitation to Bid** – All documents, whether attached or incorporated by reference, utilized for soliciting formal sealed Bids.

G. **Offeror** – A Vendor who has submitted a proposal in response to a Request for Proposals for Property to be acquired by the State.

H. **Property.** Goods, services, parts, supplies and equipment, both tangible and intangible, including, but nonexclusively, designs, plans, programs, systems, techniques and any rights and interests in such Property. Includes concession services and rights to access or use state property or facilities for business purposes.

I. **Proposal** – A written response, including pricing information, to a Request for Proposals that describes the solution or means of providing the Property requested and which Proposal is considered an offer to perform in full response to the Request for Proposals. Price may be an evaluation criterion for Proposals, but will not necessarily be the predominant basis for Contract award.

J. **Quotation** – An offer to supply Property in response to a Request for Quotation and generally used for small or emergency purchases.

K. **Request for Quotation** – The document, form or method generally used for purchases solicited in accordance with small purchase or emergency purchase procedures.

L. **Request for Proposals (RFP)** – Includes all documents, whether attached or incorporated by reference, utilized for soliciting competitive Proposals and is generally utilized in the acquisition of services or complex purchases.

M. **Solicitation** – An Invitation To Bid, a Request For Proposals or other document issued by the purchasing activity for the purpose of soliciting Bids, Proposals or Quotations to perform a Contract.

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

**1. DEFINITIONS:** Unless the context requires otherwise, all terms not defined below shall have the meanings defined in Idaho Code Section 67-5716 or IDAPA 38.05.01.011.

A. Agency. All offices, departments, divisions, bureaus, boards, commissions and institutions of the state, including the public utilities commission, but excluding other legislative and judicial branches of government, and excluding the governor, the lieutenant-governor, the secretary of state, the state controller, the state treasurer, the attorney general, and the superintendent of public instruction.

B. Bid – A written offer that is binding on the Bidder to perform a Contract to purchase or supply Property in response to an Invitation to Bid.

C. Contract - Any state written agreement, including a solicitation or specification documents and the accepted portions of the solicitation, for the acquisition of Property. Generally, the term is used to describe term contracts, definite or indefinite quantity or delivery contracts or other acquisition agreements whose subject matter involves multiple payments and deliveries.

D. Contractor – A Vendor who has been awarded a Contract.

E. Property – Goods, services, parts, supplies and equipment, both tangible and intangible, including, but nonexclusively, designs, plans, programs, systems, techniques and any rights and interest in such Property. Includes concession services and rights to access or use state property or facilities for business purposes.

F. Proposal – A written response, including pricing information, to a Request for Proposals that describes the solution or means of providing the Property requested and which Proposal is considered an offer to perform in full response to the Request for Proposals. Price may be an evaluation criterion for Proposals, but will not necessarily be the predominant basis for Contract award.

G. Quotation – An offer to supply Property in response to a Request for Quotation and generally used for small or emergency purchases.

H. Solicitation – An Invitation to Bid, a Request for Proposals, or a Request for Quotation issued by the purchasing activity for the purpose of soliciting Bids, Proposals, or Quotes to perform a Contract.

I. State – The state of Idaho including each Agency unless the context implies other state(s) of the United States.

J. Vendor – A person or entity capable of supplying Property to the State.

**2. TERMINATION:** The State may terminate the Contract (and/or any order issued pursuant to the Contract) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Contract is terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from the State's award of a new contract and any damages incurred by the State. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

**3. RENEWAL OPTIONS:** Notwithstanding any other provision in the Contract limiting or providing for renewal of the Contract, upon mutual, written agreement by the parties, the Contract may be extended under the same terms and conditions for the time interval equal to the original contract period, or for such shorter period of time as agreed to by the parties.

**4. PRICES:** Prices shall not fluctuate for the period of the Contract and any renewal or extension unless agreed to in writing by the State. Unless otherwise specified, prices include all costs associated with delivery to the FOB Destination address identified in the Solicitation, as provided in Paragraph 17, Shipping and Delivery, below.

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

### 5. ADMINISTRATIVE FEE:

#### A. Application of Administrative Fee:

1. All Purchase Orders (PO) and Contract Purchase Orders (CPO) issued through the Idaho eProcurement System (IPRO) shall be subject to an Administrative Fee of one and one-quarter percent (1.25%) of the awarded value of the Contract, unless the PO or CPO is exempt, as described in Paragraph B, below.

2. All Blanket Purchase Orders (BPO) and Statewide Blanket Purchase Orders (SBPO) shall be subject to an Administrative Fee of one and one-quarter percent (1.25%), based on orders placed against the Contract (unless the BPO or SBPO is exempt), as follows:

- a. The prices to be paid by the State (the price BID by Contractor) shall be inclusive of a one and one-quarter percent (1.25%) Administrative Fee. On a quarterly basis, Contractor will remit to State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one-quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

*For Example: If the total of Contractor's net sales to the Agency for one quarter = \$10,000, Contractor would remit \$10,000 x 0.0125 = \$125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.*

- b. Contractor will furnish detailed usage reports as designated by the State. In addition to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract to [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov), utilizing the State's Summary Usage Report Form.
- c. Reporting Time Line (Fiscal Year Quarters):

		Fee and Report Due:
1st Quarter	July 1 - Sept 30	October 31 <sup>st</sup>
2nd Quarter	Oct 1 - Dec 31	January 31 <sup>st</sup>
3rd Quarter	Jan 1 - Mar 31	April 30 <sup>th</sup>
4th Quarter	Apr 1 - Jun 30	July 31 <sup>st</sup>

3. Unless otherwise exempt, the Administrative Fee will apply to all Awards issued through IPRO, regardless of how Contractor submits its response to the solicitation (i.e. manual (paper) or electronic via IPRO).

4. A Contractor's failure to consider the Administrative Fee when preparing its Solicitation response shall not constitute or be deemed a waiver by the State of any Administrative Fees owed by Contractor to the State as a result of an Award issued through IPRO.

#### B. Administrative Fee Exemptions:

1. Notwithstanding any language to the contrary, the Administrative Fee will not apply to Contracts with an original awarded value of \$100,000 or less.

2. The Administrative Fee will not apply to Contracts issued through IPRO without a competitive solicitation, e.g. Emergency Procurements (EPA), Sole Source Procurements (SSA), Exempt Purchases (EXPO), or awards issued under Delegated Purchase Authority (DPA).

3. The Administrator of the Division of Purchasing may also exempt a specific solicitation or class of solicitations from the Administrative Fee requirement.

#### C. Payment of Administrative Fee:

Contractor will remit the Administrative Fee to the Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075, as follows:

1. POs and CPOs with a firm delivery date: The Division of Purchasing will invoice Contractor for the Administrative Fee on or after the delivery date provided in the Contract, with payment due thirty (30) calendar days after receipt of invoice.

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

2. POs and CPOs with a contract start and end date: The Division of Purchasing will invoice Contractor on either a quarterly, monthly or "per payment" basis; or may offer Contractor a prepayment option. Payment will be due thirty (30) calendar days after receipt of each invoice.

3. BPOs and SBPOs: Contractor will remit the Administrative Fee and Report for the prior quarter based on the schedule outlined in Paragraph 2.c., above.

D. Refund of Administrative Fee: In the event that a Contract is cancelled by the State through no fault of the Contractor, or if item(s) are returned by the State through no fault, act, or omission of the Contractor after the sale of any such item(s) to the State, the State will refund the Contractor any Administrative Fees remitted. Administrative Fees will not be refunded or returned when an item is rejected or returned, or declined, or the Contract cancelled by the State due to the Contractor's failure to perform or comply with specifications or requirements of the Contract. If, for any other reason, the Contractor is obligated to refund to the State all or a portion of the State's payment to the Contractor, or the State withholds payment because of the assessment of liquidated damages, the Administrative Fee will not be refunded in whole or in part.

E. Failure to Remit Administrative Fees: If a Contractor fails to remit the Administrative Fee, as provided above, the State, at its discretion, may declare the Contractor in default; cancel the Contract; assess and recover re-procurement costs from the Contractor (in addition to all outstanding Administrative Fees); seek State or federal audits, monitoring or inspections; exclude Contractor from participating in future solicitations; and/or suspend Contractor's IPRO account.

**6. CHANGES/MODIFICATIONS:** Changes of specifications or modification of the Contract in any particular can be affected only upon written consent of the State, and after any proposed change or modification has been submitted in writing, signed by the party proposing the change. Additionally, the State may issue unilateral amendments to the Contract to make administrative changes, when necessary.

**7. CONFORMING PROPERTY:** The Property shall conform in all respects with the requirements of the State's Solicitation. In the event of nonconformity, and without limitation upon any other remedy, the State shall have no financial obligation in regard to the non-conforming goods or services. Additionally, upon notification by the State, the Contractor shall pay all costs for the removal of nonconforming Property from State premises.

**8. OFFICIAL, AGENT AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE:** In no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with the Contract.

**9. CONTRACT RELATIONSHIP:** It is distinctly and particularly understood and agreed between the parties to the Contract that the State is in no way associated or otherwise connected with the performance of any service under the Contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of the Contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of the Contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, defend, indemnify and hold the State harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, worker's compensation and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under the Contract. The Contractor will maintain any applicable worker's compensation insurance as required by law and will provide certificate of same if requested. There will be no exceptions made to this requirement and failure to provide a certificate of worker's compensation insurance may, at the State's option, result in cancellation of the Contract or in a contract price adjustment to cover the State's cost of providing any necessary worker's compensation insurance. The Contractor must provide either a certificate of worker's compensation insurance issued by a surety licensed to write worker's compensation insurance in the state of Idaho, as evidence that the Contractor has in effect a current Idaho worker's compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission. The State does not assume liability as an employer.

**10. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** The Contractor is bound to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for Contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Act of 1990, are also incorporated into the Contract. The Contractor shall comply with pertinent amendments to such laws made during the term of the Contract and with all federal and state rules and regulations implementing such laws. The Contractor must include this provision in every subcontract relating to the Contract.

**11. TAXES:** The State is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the State, it shall be solely responsible for the payment of those taxes. If, after the effective date of the Contract, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time the Contract becomes effective, the State will be responsible for such personal property taxes, after reasonable time to appeal. In no event shall the State be responsible for personal property taxes affecting items subject to the Contract at the time it becomes effective.

**12. INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless the State from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under the Contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act. Contractor shall have no indemnification liability under this section for death, injury, or damage arising solely out of the negligence or misconduct of the State.

**13. CONTRACT NUMBERS:** The Contractor shall clearly show the State's Contract number or Purchase Order number on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

**14. CONTRACTOR RESPONSIBILITY:** The Contractor is responsible for furnishing and delivery of all Property included in the Contract, whether or not the Contractor is the manufacturer or producer of such Property. Further, the Contractor will be the sole point of contact on contractual matters, including all warranty issues and payment of charges resulting from the use or purchase of Property.

**15. SUBCONTRACTING:** Unless otherwise allowed by the State in the Contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of the Contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of any responsibility under the Contract. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the Contract by Contractor's subcontractor. Subcontractor(s) must maintain the same types and levels of insurance as that required of the Contractor under the Contract; unless the Contractor provides proof to the State's satisfaction that the subcontractor(s) are fully covered under the Contractor's insurance, or, except as otherwise authorized by the State.

**16. COMMODITY STATUS:** It is understood and agreed that any item offered or shipped shall be new and in first class condition and that all containers shall be new and suitable for storage or shipment, unless otherwise indicated by the State in the Solicitation. Demonstrators, previously rented, refurbished, or reconditioned items are not considered "new" except as specifically provided in this section. "New" means items that have not been used previously and that are being actively marketed by the manufacturer or Contractor. The items may contain minimal amounts of recycled or recovered parts that have been reprocessed to meet the manufacturer's new product standards. The items must have the State as their first user and the items must not have been previously sold, installed, demonstrated, or used in any manner (such as rentals, demonstrators, trial units, etc.). The new items offered must be provided with a full, unadulterated, and undiminished new item warranty against defects in workmanship and materials. The warranty is to include replacement, repair, and any labor for the period of time required by other specifications or for the standard manufacturer or warranty provided by the Contractor, whichever is longer.

**17. SHIPPING AND DELIVERY:** Unless otherwise required in the Contract, all orders will be shipped directly to the Agency that placed the order at the location specified by the State, on an F.O.B. Destination freight prepaid and allowed basis with all transportation, unloading, uncrating, drayage, or other associated delivery and handling charges paid by the Contractor.

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Unless otherwise specified in the Contract, deliveries shall be made to the Agency's receiving dock or inside delivery point, such as the Agency's reception desk. The Contractor shall deliver all orders and complete installation, if required, within the time specified in the Contract. Time for delivery commences at the time the order is received by the Contractor.

**18. ACCEPTANCE:** Unless otherwise specified in the Contract:

A. When the Contract does not require installation, acceptance shall occur fourteen (14) calendar days after delivery, unless the State has notified the Contractor in writing that the product delivered does not meet the State's specification requirements or otherwise fails to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Contract.

B. When the Contract requires installation, acceptance shall occur fourteen (14) calendar days after completion of installation, unless the State has notified the Contractor in writing that the product(s) delivered does not meet the State's specification requirements, that the product is not installed correctly or otherwise fails to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Contract.

C. When the Contract requires the delivery of services, acceptance shall occur fourteen (14) calendar days after delivery of the services, unless the State has notified the Contractor in writing that the services do not meet the State's requirements or otherwise fail to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Contract.

**19. RISK OF LOSS:** Risk of loss and responsibility and liability for loss or damage will remain with Contractor until acceptance, when responsibility will pass to the State with the exceptions of latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under the Contract.

**20. INVOICING: ALL INVOICES** are to be sent directly to the **AGENCY TO WHICH THE PROPERTY IS PROVIDED**, unless otherwise required by the Contract. The Contract number is to be shown on all invoices. Invoices must not be sent to the Division of Purchasing unless required by the Contract.

**21. ASSIGNMENTS:** Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from the Contract, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing and the Idaho Board of Examiners. Transfer without such approval shall cause the annulment of the Contract, at the option of the State. All rights of action, however, for any breach of the contract are reserved to the State. (Idaho Code Section 67-5726[1]).

Notwithstanding the foregoing, and to the extent required by applicable law (including Idaho Code Section 28-9-406), Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payment to an assignee until thirty days after Contractor (not the assignee) has provided the responsible State procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The State may treat violation of this provision as an event of default.

**22. PAYMENT PROCESSING:** Idaho Code Section 67-5735 reads as follows: "Within ten (10) days after the property acquired is delivered as called for by the bid specifications, the acquiring agency shall complete all processing required of that agency to permit the contractor to be reimbursed according to the terms of the bid. Within ten (10) days of receipt of the document necessary to permit reimbursement of the contractor according to the terms of the contract, the State Controller shall cause a warrant to be issued in favor of the contractor and delivered." Payments shall be processed within the timeframes required by I.C. § 67-5735 unless otherwise specified in the Contract.

**23. COMPLIANCE WITH LAW, LICENSING AND CERTIFICATIONS:** Contractor shall comply with **ALL** requirements of federal, state and local laws and regulations applicable to Contractor or to the Property provided by Contractor pursuant to the Contract. For the duration of the Contract, the Contractor shall maintain in effect and have in its possession all licenses and certifications required by federal, state and local laws and rules.

**24. PATENTS AND COPYRIGHT INDEMNITY:**

A. Contractor shall indemnify and hold the State harmless and shall defend at its own expense any action brought against the State based upon a claim of infringement of a United States' patent, copyright, trade secret, or trademark for Property purchased under the Contract. Contractor will pay all damages and costs finally awarded and attributable to such claim, but

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such defense and payments are conditioned on the following: (i) that Contractor shall be notified promptly in writing by the State of any notice of such claim; (ii) that Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and State may select at its own expense advisory counsel; and (iii) that the State shall cooperate with Contractor in a reasonable way to facilitate settlement or defense of any claim or suit.

B. Contractor shall have no liability to the State under any provision of this clause with respect to any claim of infringement that is based upon: (i) the combination or utilization of the Property with machines or devices not provided by the Contractor other than in accordance with Contractor's previously established specifications unless such combination or utilization was disclosed in the specifications; (ii) the modification of the Property unless such modification was disclosed in the specifications; or (iii) the use of the Property not in accordance with Contractor's previously established specifications unless such use was disclosed in the specifications.

C. Should the Property become, or in Contractor's opinion be likely to become, the subject of a claim of infringement of a United States' patent, the Contractor shall, at its option and expense, either procure for the State the right to continue using the Property, to replace or modify the Property so that it becomes non-infringing, or to grant the State a full refund for the purchase price of the Property and accept its return.

**25. CONFIDENTIAL INFORMATION:** Pursuant to the Contract, Contractor may collect, or the State may disclose to Contractor, financial, personnel or other information that the State regards as proprietary or confidential ("Confidential Information"). Such Confidential Information shall belong solely to the State. Contractor shall use such Confidential Information only in the performance of its services under the Contract and shall not disclose Confidential Information or any advice given by it to the State to any third party, except with the State's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the State. Confidential Information shall be returned to the State upon termination or expiration of the Contract.

Confidential Information shall not include data or information that:

A. Is or was in the possession of Contractor before being furnished by the State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of secrecy to the State;

B. Becomes generally available to the public other than as a result of disclosure by Contractor; or

C. Becomes available to Contractor on a non-confidential basis from a source other than the State, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of secrecy to the State.

**26. USE OF THE STATE OF IDAHO NAME:** Contractor shall not, prior to, in the course of, or after performance under the Contract, use the State's name in any advertising or promotional media, including press releases, as a customer or client of Contractor without the prior written consent of the State.

**27. TERMINATION FOR FISCAL NECESSITY:** The State is a government entity and it is understood and agreed that the State's payments under the Contract shall be paid from Idaho State Legislative appropriations, funds granted by the federal government, or both. The Legislature is under no legal obligation to make appropriations to fulfill the Contract. Additionally, the federal government is not legally obligated to provide funds to fulfill the Contract. The Contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the Idaho State Legislature, or beyond any federal funds granted to the State, as may exist from time to time. The State reserves the right to terminate the Contract in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available (e.g. through repeal of enabling legislation), or if the State discontinues or makes a material alteration of the program under which funds were provided, or if federal grant funds are discontinued. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Contractor. Further, in the event that funds are no longer available to support the Contract, as described herein, the State shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom. In the event of early Contract termination under this section, the State will collect all Contractor-owned equipment and accessory items distributed under the Contract within thirty (30) calendar days of Contract termination. Items will be collected at a central (or regional) location(s) designated by the State. Contractor will be responsible for all costs associated with packaging and removing all Contractor-

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owned items from the State-designated location(s), which must be completed within thirty (30) calendar days of written notification from the State. If Contractor fails to remove its items within that time period, the State may charge Contractor for costs associated with storing the items; and may otherwise dispose of the items as allowed by applicable law. At Contractor's request, the State shall promptly provide supplemental documentation as to such Termination for Fiscal Necessity. Nothing in this section shall be construed as ability by the State to terminate for its convenience.

### 28. PUBLIC RECORDS:

A. Pursuant to Idaho Code Section 9-335, et seq., information or documents received by the State will be open to public inspection and copying unless the material is exempt from disclosure under applicable law. The person or entity submitting the material must clearly designate specific information within the document as "exempt," if claiming an exemption; and indicate the basis for such exemption (e.g. Trade Secret). The State will not accept the marking of an entire document as exempt; or a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure.

B. Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate specific information within the document as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

**29. NOTICES:** Any notice which may be or is required to be given pursuant to the provisions of the Contract shall be in writing and shall be hand delivered, sent by facsimile, email, prepaid overnight courier or United States' mail as follows:

A. For notice to the State, the address, phone and facsimile number are:

State of Idaho  
Division of Purchasing  
650 W State Street – Room B15  
P.O. Box 83720  
Boise, ID 83720-0075  
208-327-7465 (phone)  
208-327-7320 (fax)

Additionally, for notice to the State, the email address to use is the email address identified in the Contract, courtesy copied to [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov).

B. For notice to the Contractor, the address, facsimile number or email address shall be that contained on the Contractor's Bid, Proposal or Quotation (including, for any Bid, Proposal or Quotation submitted electronically through IPRO, the address, facsimile number or email address in the profile under which the Contractor submitted its Bid, Proposal or Quotation). Notice shall be deemed delivered immediately upon personal service, facsimile transmission (with confirmation printout), email (with printout confirming sent) the day after deposit for overnight courier or forty-eight (48) hours after deposit in the United States' mail. Either party may change its address, facsimile number or email address by giving written notice of the change to the other party.

**30. NON-WAIVER:** The failure of any party, at any time, to enforce a provision of the Contract shall in no way constitute a waiver of that provision, nor in any way affect the validity of the Contract, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

**31. ATTORNEY FEES:** In the event suit is brought or an attorney is retained by any party to the Contract to enforce the terms of the Contract or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorney fees, court costs, costs of investigation and other related expenses incurred in connection therewith in addition to any other available remedies; however, the State's liability is limited to that which is identified in the Idaho Tort Claims Act, Idaho Code Section 6-9 et seq.

**32. RESTRICTIONS ON AND WARRANTIES – ILLEGAL ALIENS:** Contractor warrants that the Contract is subject to Executive Order 2009-10 [http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009\\_10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html); it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this

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regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

**33. FORCE MAJEURE:** Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of either party, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay.

**34. PRIORITY OF DOCUMENTS:** The Contract consists of and precedence is established by the order of the following documents:

1. The State's Blanket Purchase Order, Statewide Blanket Purchase Order, Contract Purchase Order, Purchase Order, or Participating Addendum;
2. The Solicitation; and
3. Contractor's Bid, Proposal or Quotation as accepted by the State.

The Solicitation and the Contractor's Bid, Proposal or Quotation accepted by the State are incorporated into the Contract by this reference. The parties intend to include all items necessary for the proper completion of the Contract's requirements. The documents set forth above are complementary and what is required by one shall be binding as if required by all. However, in the case of any conflict or inconsistency arising under the documents, a lower numbered document shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. Provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur.

Where terms and conditions specified in the Contractor's Bid, Proposal or Quotation differ from the terms in the Solicitation, the terms and conditions in the Solicitation shall apply. Where terms and conditions specified in the Contractor's Bid, Proposal or Quotation supplement the terms and conditions in the Solicitation, the supplemental terms and conditions shall apply only if specifically accepted by the Division of Purchasing in writing.

**35. ENTIRE AGREEMENT:** The Contract is the entire agreement between the parties with respect to the subject matter hereof. Where terms and conditions specified in the Contractor's Bid, Proposal or Quotation differ from those specifically stated in the Contract, the terms and conditions of the Contract shall apply. In the event of any conflict between the State of Idaho Standard Contract Terms and Conditions and any Special Terms and Conditions in the Contract, the Special Terms and Conditions will govern. The Contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties; however, Termination for Fiscal Necessity is excepted, and, the State may issue unilateral amendments to the Contract to make administrative changes when necessary.

**36. GOVERNING LAW AND SEVERABILITY:** The Contract shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of the Contract shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of the Contract is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms of the Contract will remain in force.

## **STATE OF IDAHO SPECIAL CONTRACT TERMS AND CONDITIONS FOR TELECOMMUNICATIONS SERVICES**

These State of Idaho Special Contract Terms and Conditions for Telecommunications Services supplement the State of Idaho Standard Contract Terms and Conditions. In case of conflict, these State of Idaho Special Contract Terms and Conditions for Telecommunications Services prevail.

### **1. GENERAL TERMS AND CONDITIONS**

**A. DEFINITIONS:** Unless the context clearly requires otherwise, the definitions set forth in the State of Idaho Standard Contract Terms and Conditions shall apply to capitalized terms used in these State of Idaho Special Contract Terms and Conditions for Telecommunications Services. In addition, the following terms shall have the following meanings when used in these State of Idaho Special Contract Terms and Conditions for Telecommunications Services.

**(1) Agreement:** A contract or purchase order, including solicitation or specification documents, the State of Idaho Standard Contract Terms and Conditions, and the State of Idaho Special Contract Terms and Conditions for Telecommunications Services, as well as any amendments mutually agreed upon by both parties.

**(2) Major Trouble:**

(a) "Major Trouble" is defined as any one or a combination of the following:

(i) The loss of a Critical Business Function;

(ii) The failure of a Critical Circuit; or

(iii) The loss of data service at a Critical Facility.

(b) "Critical Business Function" is defined as a discipline directly related to life safety, public safety, finance or revenue and taxation.

(c) "Critical Circuits" are defined as any circuit with a capacity of T1 or greater.

(d) "Critical Facilities" are defined as any location with circuit connection of DS3 or greater.

Notwithstanding the State's identification of Critical Circuits, priority for restoring service in the event of a Service outage is governed by Telecommunications Service Priority ("TSP") regulations. National Security Emergency Preparedness ("NSEP") telecommunications services are given first priority for restoration in the event of service outages. Service will be restored to all other customers pursuant to the terms of the applicable service level agreements.

**(3) Minor Trouble:** "Minor Trouble" is defined as network problems not classified as Major Trouble but which fail to meet performance objectives identified in the Agreement.

**(4) Provider:** The sole proprietorship, partnership, consortium, L.L.C., corporation or other form of business entity that is obligated under the Agreement to offer, install and maintain Telecommunications Services to Users.

**(5) Service(s):** Those Telecommunications Services and other related services ordered by User and provided by the Provider pursuant to a Service Order, subject to the terms and conditions of the Agreement and the applicable Service Order.

- (6) **Service Order:** A document provided by the User to Provider which details the type of Service desired and provides all information necessary for Provider to provide the Service to User.
- (7) **State:** The Department of Administration, Division of Purchasing, acting as statutory agent for the ordering agency.
- (8) **Telecommunications Services:** The transmission of two-way interactive signs, signals, writing, images, sounds, messages, data or other information of any nature by wire, radio, light waves or other electromagnetic means, which are offered to or for the public, or some portion thereof, for compensation.
- (9) **User:** The ordering entity or State agency.

## B. SERVICES

- (1) **Types of Service:** The Services acquired pursuant to the Invitation to Bid or Request for Proposals and an applicable Service Order may include, but are not limited to, Asynchronous Transfer Mode ("ATM"), frame relay, private line, hosting, Private Network Satellite, Private Network xDSL and ATM/DSL Hybrid Services (Layer 2 connectivity), network management services, and other Telecommunications Services. The Services do not include any Customer Premises Equipment ("CPE").
- (2) **E-Rate Service:** The Provider acknowledges and agrees that Telecommunications Services offered under the Agreement may be eligible for E-Rate discounts. Qualifying schools or libraries may acquire Services offered through the Agreement, and related E-Rate discounts may apply. To qualify for E-Rate discounts, schools or libraries must comply with all program requirements, including but not limited to, the E-Rate application process, technology plan approval, reimbursement and invoicing prerequisites. Upon receipt of all properly executed E-Rate forms and related documents, Provider will apply the E-Rate discounts. Provider's sales account team and the State's E-Rate coordinator will work together to ensure timely application of discounts under the USF E-Rate program.

## C. PRICING: As designated in the Agreement itself.

## D. LATE PAYMENT AND EARLY TERMINATION

- (1) **Late Payment:** A late charge shall be assessed and accrue at the rate determined in the application of Idaho Code Section 63-3045 commencing ten (10) calendar days after payment is due. Payments will be made in accordance with Idaho Code Section 67-2302(2).
- (2) **Early Termination:** The User may terminate for any or no reason at any time any Service Order for ongoing Services.
  - (a) If early termination is prior to installation of Service as requested in a valid Service Order, charges shall be those actual expenses incurred by Provider through the date of termination.
  - (b) If the State terminates a Service, or individual circuit, during the first twelve (12) months after commencement of any Service, for any reason other than what is described in sections 1.E.(1) [For Cause] and 1.E.(2) [For Non-Appropriation], the State shall pay a termination charge of one hundred percent (100%) of the monthly recurring charges for that Service (or the applicable fraction thereof), multiplied by the number of months remaining in the first twelve (12) months of the Service term, plus a termination charge of fifty percent (50%) of the monthly recurring charges for the Service (or the applicable fraction thereof), multiplied by the number of months remaining in the Service term after

the first twelve (12) months, plus the balance of all billed but unpaid recurring and all outstanding nonrecurring charges. Cause is defined in Section 1.E.(1) [For Cause].

- (c) If the State terminates any Service, or individual circuit (other than pursuant to Sections 1.E.[1] [For Cause] and 1.E.[2] [For Non-Appropriation]) after installation and after the first twelve (12) months after commencement of any Service, but less than eighty percent (80%) through the Service term, the State will pay a termination charge of fifty percent (50%) of the monthly recurring charges for the Service (or the applicable fraction thereof), multiplied by the number of months remaining in the Service term after the first twelve (12) months, plus the balance of all billed but unpaid recurring and all outstanding nonrecurring charges.
- (d) The State may avoid termination charges for a circuit if a circuit of equal or greater value is ordered within thirty (30) days after termination of the original circuit. The disconnected circuit must have been in place at least twelve (12) months and the new circuit must be ordered for a period at least equal to the remaining contract term of the disconnected circuit.

## **E. TERMINATION**

- (1) **For Cause:** The State may terminate the Agreement or any Service Order issued pursuant to the Agreement when the Provider has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed ten (10) calendar days, after receipt of such notice. If the Agreement is terminated for default or non-compliance, the Provider will be responsible for any direct costs and/or damages incurred by the State for placement of a new Agreement. The State, upon termination for default or non-compliance, reserves the right to offset damages against payment due, and to take any legal action it may deem necessary. If the State terminates the Agreement for cause and such termination is subsequently determined by a court of competent jurisdiction to have been without cause, the termination shall be deemed a termination under Section 1.D.(2) [Early Termination] and the State shall only be responsible for payment in accordance with that section, which shall be the full extent of the State's liability.
- (2) **For Non-Appropriation:** Provider acknowledges that the State is a governmental entity, and that the Agreement shall in no way be construed so to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature, as may exist from time to time. The State reserves the right to terminate the Agreement, in whole or in part, if, in its sole judgment, the Legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payment or requires any give-back of funds as may be required for the State to continue payment, or if the Executive Branch mandates any cuts or holdback in spending. Any such termination shall take effect on ten (10) calendar days' notice and be otherwise effective as provided in the Agreement. It is understood and agreed that the payments provided for in the Agreement shall be paid from Legislative appropriations.

- F. SAVE HARMLESS:** The Provider shall defend, indemnify and hold the State harmless from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney's fees, to the extent caused by or arising from the negligent or wrongful acts or omissions under the Agreement of the Provider, its employees, agents, or subcontractors, that cause death or bodily injury, or damage to property, or arising out of a failure to comply with any state or federal statute, law, regulation or act. **IN NO EVENT WILL PROVIDER BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES.** The Provider shall have no indemnification liability under this section for death, injury, or damage to the extent that the same is attributable to the negligence or misconduct of the State.

**G. SUBCONTRACTING:** The Provider may enter into any subcontract(s) relating to the performance of the Agreement or any part thereof. The Provider's use of subcontracts shall not in any way relieve the Provider of its responsibility for the professional and technical accuracy, adequacy, and timeliness of the work to be performed under the Agreement. The Provider shall be and remain liable for the performance of the work in accordance with the Agreement, as well as for any damages to the State caused by the negligent performance or non-performance of Provider's subcontractor(s).

**H. ASSIGNMENT:** Neither the Agreement nor any Service Order or any interest therein shall be transferred by the Provider to any other party without the approval, in writing, of the Administrator of the Division of Purchasing. Any attempt to assign the Agreement, without prior written approval, shall result in the termination of the Agreement or Service Order, at the sole discretion of the State. All rights of action for any breach of the Agreement by the Provider are reserved to the State. Notwithstanding the preceding and subject to the provisions contained herein, the Provider may assign the Agreement or any Service Order, without prior written consent, to an entity that controls, is controlled by, or is in common control with the Provider, or to any successor in interest to the Provider, or, if necessary, to satisfy the rules, requirements and/or regulations of any federal, local or state governmental agency. In the event of an assignment without prior written approval, the Provider shall remain fully responsible and liable for performance under the Agreement.

## **I. PATENT AND COPYRIGHT INDEMNITY**

- (1) The Provider shall indemnify and hold the State harmless from, and shall defend at its own expense, any action brought against the State based upon a claim that the Services provided under the Agreement infringe any patent, trademark, copyright or trade secret. The Provider will pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditioned on the following:
  - (a) That the Provider shall be notified promptly in writing by the State of any notice of such claim;
  - (b) That the Provider shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, and State may select at its own expense an advisory counsel; and
  - (c) That the State shall cooperate with the Provider in a reasonable way to facilitate settlement or defense of any claim or suit.
- (2) The Provider shall have no liability to the State under any provision of this section with respect to any claim of infringement that is based upon:
  - (a) State content;
  - (b) Unauthorized modifications to the Telecommunications Services by the State;
  - (c) The Provider's adherence to the State's written requirements; or
  - (d) The use of the Telecommunications Services in violation of the Agreement.
- (3) Should the Telecommunications Services become, or in the Provider's opinion be likely to become, the subject of a claim of infringement, the State shall permit the Provider, at its option and expense, either to procure for the State the right to continue using the Telecommunications Services, to replace or modify the Telecommunications Services so that it becomes non-infringing, or, if those alternatives are not reasonably available, the Provider

may terminate the infringing Telecommunications Services without liability, except as otherwise provided.

**J. FORCE MAJEURE:** Neither party shall be liable or deemed to be in default for any delay in performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, sabotage, cable cut not caused by Provider, or unusually severe weather; provided that in all cases of delay in performance, the Provider shall immediately notify the State by telephone, of such delay, and follow up such oral notice with prompt written notice detailing the cause for delay. The Provider shall make every reasonable effort to complete performance as soon as practicable. This clause does not apply to Service issues involving network outages caused by or related to a network that is not owned or controlled by Provider.

**K. LIMITS OF LIABILITY:** For Service issues, the limits of liability are as provided in Section 2.E. [Problem Management] below. For all other claims, except with regard to its indemnification obligations under Sections 1.F. [Hold Harmless] and 1.I. [Patent and Copyright Indemnity], Provider's aggregate liability shall be limited to twice the aggregate value of the Agreement or One Million and 00/100 Dollars (\$1,000,000.00), whichever is greater. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES. Direct damages include costs or damages incurred by the State for placement of a new Agreement upon a termination for cause so long as the State:

- (1) Procures a substantially similar product or Service under the same terms and conditions as provided in the Agreement;
- (2) Procures such product or Service for the same term as the term applicable to the product or Service being replaced; and
- (3) Otherwise takes all reasonable steps to mitigate the amount of costs incurred.

**L. WARRANTIES:** Except as set forth in Section 2.C. [Performance Objectives], the Provider makes no warranties, express or implied.

## 2. SERVICE LEVELS

### A. STATE RESPONSIBILITIES

- (1) **Reasonable Access to State Sites:** The State will ensure reasonable access for the Provider's employees and Provider's subcontractors' employees to State-controlled sites where Provider's equipment is or will be installed. Access will be provided for the purposes of installation and preventative and corrective maintenance. To the extent access is outside the control of the State, the State will cooperate with Provider in obtaining access to the premises to install, operate, maintain, repair and remove Provider's equipment. Provider's employees or agents will comply with the State and/or federal access and security rules and regulations which have been communicated to Provider. Provider will provide notice to the State prior to entering the State's premises to install, maintain or repair any Provider equipment in connection with the Service(s) provided under the Agreement. Provider will only enter the State's premises if escorted by State authorized personnel, unless State grants written permission to Provider for unescorted access. Outage credits under applicable service level agreements will not be granted for service interruptions or times of service degradation during any period in which Provider or its agents are not afforded access to the State's premises if such access is reasonably necessary to prevent a degradation or restore Service.

## B. PROVIDER RESPONSIBILITIES

- (1) **Filing Individual Case Based Contracts (ICBs):** The State represents that less than ten percent (10%) of data traffic traversing the Provider's network will be interstate. The Provider shall file ICB's with the appropriate regulatory authority and supply copies to the Division of Purchasing.
- (2) **Assigning Account Team:** The Provider shall assign an account team made up of the following functional positions:
  - (a) An executive sponsor;
  - (b) An account manager;
  - (c) A network engineer; and
  - (d) A billing specialist.

This account team will be assigned within thirty (30) calendar days after signing the Agreement. The executive sponsor will be empowered to authorize credits and mobilize Provider resources; the account manager will liaise with the State; the network engineer will assist with network design and capacity planning; and the billing specialist will correct erroneous billings.

- (3) **Providing an Escalation List:** Upon request of the State, the Provider will submit an escalation list. The escalation list will contain the contact name, work telephone number, cell telephone number, e-mail address for key operations and technical contacts, and the Provider's twenty-four (24) hour network administration and control center. The Provider will deliver this list to the State within five (5) calendar days after request.
- (4) **Provide Constant Network Monitoring:** Provider will maintain a twenty-four (24) hour, seven (7) day a week, three hundred sixty-five (365) days per year staffed network operations center to monitor Services provided to the State, in order to facilitate response to Major and Minor Trouble.

## C. PERFORMANCE OBJECTIVES

- (1) The Provider warrants its network elements, including, without limitation, hardware, equipment and cables, are designed to meet its Service objectives pursuant to this section. Provider represents that all interfaces and protocols extended to the State are designed to meet the specifications described in Provider's technical publications. These technical publications may include, but are not limited to, the ATM Forum, the Frame Relay Forum, EIA/TIA, ANSI or ITU. There are no other warranties expressed or implied. Remedies that apply to this area are contained in 2.E.(2) [Liquidated Damages].
- (2) Further, the Provider will submit to the State, within five (5) business days after signing the Agreement, the Provider's standard targeted Service level objectives for its network for each of its offered Services. The objectives will include some or all of the following: availability, reliability, mean-time-to-repair ("MTTR"), mean-time-between-failure ("MTBF"), and bit error rate ("BER"). The targeted Service level objectives will become part of and incorporated into the Agreement as if set forth in full.

## D. SERVICE MANAGEMENT

- (1) **Initiation of New Service:** The State will place a Service Order for new Service either by fax or by e-mail. The due date for a Service Order will be mutually agreed upon when the State

places an Order. If the Provider cannot complete installation after thirty (30) calendar days past the established due date for a Service Order, the Service Order will automatically cancel, with no further liability to the State, and the State, at its option, may seek, without penalty, substitute services from another Provider. The State will track the status of a Service Order via telephone, written form, or, preferably, electronic form.

(2) **Disconnection of Service:** The State will place a Service Order for discontinuance of Service either by fax or by e-mail. Except as otherwise provided in the Agreement, the State will provide the Provider with thirty (30) calendar days' written notice to discontinue Service. The State is not obligated to pay for Service beyond this thirty (30) day notice period unless an early termination charge applies, pursuant to Section 1.D. [Late Payment and Early Termination] above. The State will track the status of a Service Order via telephone, written form, or, preferably, electronic form.

## **E. PROBLEM MANAGEMENT**

(1) **Trouble Reports:** The State will place a Major or Minor Trouble report with the Provider either in written form (e.g., memo or fax), telephonically or, preferably, electronic form (e.g., web-based forms). Tracking the progress of problem resolution will be accomplished via telephonic or electronic notification (e.g., web-based or e-mail).

### **(2) Liquidated Damages**

(a) It is essential for the State's business that the Services be provided uninterrupted. The Provider agrees to delivery of Service as agreed upon pursuant to the Agreement and any Service Order issued pursuant to the Agreement, including the targeted Service level objectives submitted in accordance with Section 2.C.(2) [Performance Objectives] above. Failure to provide Services in accordance with the Agreement constitutes an event of default. The parties agree that actual damages to the State for the failure of or delay in delivery will be difficult or impossible to determine. Therefore, if the Provider misses the initial response time for a Major Trouble, the Provider may be assessed Two Hundred Fifty and 00/100 Dollars (\$250.00) per hour for each hour missed, up to eight (8) hours as described below, as liquidated damages, not as a penalty. If the Provider misses the initial response time for a Minor Trouble, the Provider may be assessed One Hundred Fifty and 00/100 Dollars (\$150.00) per hour for each hour missed, up to eight (8) hours as described below, as liquidated damages, not as a penalty. Any sums due to the State under this section will be handled as a credit against payments due from the State on subsequent invoices.

(b) If either a Major or Minor Trouble has not been fully remedied after eight (8) hours from the time of the trouble report, Seven Hundred Fifty and 00/100 Dollars (\$750.00) per hour may be assessed as liquidated damages, not as a penalty, until such time as the Major or Minor Trouble is fully remedied. In no event will the sum of liquidated damages per outage exceed one months' recurring revenue for the circuit under repair. The State reserves the right to offset the amount of liquidated damages against other sums owing under the Agreement or any Service Order issued hereunder. The Provider shall not be assessed Service credits when delay arises out of cause beyond the control and without the fault or negligence of the Provider.

### **(3) Chronic Trouble Remedy**

(a) "Chronic Trouble Circuit" is a particular circuit for which:

(i) Three (3) or more trouble tickets have been opened for the same trouble within a ninety (90) day period;

- (ii) One (1) Service outage has occurred for a duration of more than twenty-four (24) hours; or
- (iii) Service outages accumulating one hundred twenty (120) hours or more over any period of one hundred eighty (180) consecutive calendar days and the cause of each such trouble is determined to be in Provider's network and is not the result of a cause beyond the control and without the fault or negligence of the Provider.

(b) Whenever State or User reports to Provider, and Provider confirms that a Service is a Chronic Trouble Circuit, Provider will immediately perform a detailed investigation and report the findings to the State and the User. The State or User may disconnect a specific Chronic Trouble Circuit without incurring termination liability or further obligation, except for payment due and owing for Services received prior to disconnection, by providing Provider written notice, unless such circuit has remained trouble-free for a period of thirty (30) days prior to such termination notice.

**F. PLANNED OUTAGES:** The Provider shall provide at least twenty-four (24) hours advance notice to the State, via e-mail or telephone, of any planned outages affecting the Provider's network.

**G. BILLING AND CREDITS**

- (1) Billing Address and Interval:** The Provider will render a timely, accurate and complete invoice to the proper billing address. The billing address will be identified on the Service Order. Further, the billing "end date" will be mutually agreed upon between the State and the Provider.
- (2) Invoicing for a Finished Service:** Where by necessity a finished Service is provisioned by the Provider and other telecommunications carriers, the Provider will submit a single consolidated invoice.
- (3) Billing Elements:** Invoices submitted by the Provider must include applicable one-time charges, recurring charges and any prorated charges.
- (4) Application of Credits:** The State will notify the Provider in writing of any billing or administrative errors within sixty (60) calendar days of receipt of invoice, including identifying the amount of the apparent error. The Provider shall respond in writing to such notification within fifteen (15) calendar days of receipt. Failure to so respond shall be deemed agreement by the Provider to the amount of the claimed mistake. Credits for any billing or administrative errors shall be applied by the Provider to the proper account within forty-five (45) calendar days of notification of such error. The State reserves the right to offset amounts in dispute pursuant to this section pending resolution thereof.