



LEGAL AD DATE: DECEMBER 14, 2011

INVITATION FOR BIDS
JUD IFB NO. J12240
(Re-bid of IFB J12195)

**TO PROVIDE LONG DISTANCE
TELEPHONE SERVICES
FOR THE JUDICIARY, STATE OF HAWAII**

NOTICE TO OFFERORS

This solicitation is provided for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document provided. **You must register** your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer **may be** rejected and not considered for award.

Registration

Submit FAX or E-MAIL to: FAX No.: (808) 538-5802
E-mail Address: jonathan.h.wong@courts.hawaii.gov

Provide the following information:

- . Name of Company
- . Telephone Number
- . Solicitation Number
- . Mailing Address
- . FAX number
- . Name of Contact Person
- . E-mail Address

**THE JUDICIARY, STATE OF HAWAII
HONOLULU, HAWAII
INVITATION FOR BIDS NO. J12240
(Re-Bid of IFB J12195)**

December 14, 2011

Sealed Offers **TO PROVIDE LONG DISTANCE TELEPHONE SERVICES FOR THE JUDICIARY, STATE OF HAWAII**, will be received at:

The Judiciary, State of Hawaii
Financial Services Division
Kauikeaouli Hale, 1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813-2807

up to and will be **opened on December 28, 2011, 2:00 P.M. HST.**

This is a Re-Bid of IFB J12195 which resulted in the receipt of bids containing defects. Specifications for the Re-bid are substantially the same as IFB J12195.

Offers received after the date and time specified above or at a location other than the location specified above will not be considered. All proposals must be made on forms obtainable at the aforesaid place or from our web site at <http://www.courts.state.hi.us> under General Information / Business with the Judiciary, and must be in accordance with the accompanying instructions.

Questions relating to the technical aspects of this Invitation For Bids may be directed to Richard Murakami of the Judiciary Information Technology and Communications Division at (808) 538-5314, or email richard.h.murakami@courts.hawaii.gov. Other questions may be directed to Jonathan Wong in the Contracts & Purchasing Office, at (808) 538 5805, email jonathan.h.wong@courts.hawaii.gov.

Janell Kim
Financial Services Administrator

(Judiciary & SPO Websites: December 14, 2011)

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SECTION ONE ADMINISTRATIVE OVERVIEW

1.1 OVERVIEW

The Information Technology and Communication Division (ITCD) is soliciting bids to provide long distance telephone services for The Judiciary, State of Hawaii. The intent of the IFB is to obtain the most cost effective interstate, international, and interisland services listed below.

The services include, but are not limited to:

- Direct Distance Dialing (interstate, international, and interisland);
- Inbound Toll Free;
- ISDN BRI and PRI Toll;
- Calling Card;
- Directory Assistance;
- Operator Assisted Toll Calling;
- Billing; and
- Management Reports.

The quality of long distance service provided will support current and future voice, facsimile, modem, and circuit switch data transmission requirements.

This IFB explains the requirements and rules for preparing a bid. Offerors are advised to rely solely on the terms of this IFB and subsequent addendums in preparing their bids.

(Note: This IFB is a Re-Bid of IFB J12195 dated 10/3/11 which resulted in the receipt of bids containing defects. Specifications for this Re-bid are substantially the same as IFB J12195.)

1.2 TERM OF CONTRACT

The initial term of the contract shall be for an approximate 3-year period starting on February 1, 2012 or the Installation Acceptance Date, whichever is later, and ending December 31, 2015. Unless terminated, the contract may be extended without re-solicitation by the Judiciary, upon mutual agreement in writing between the Judiciary and the Contractor, prior to the expiration date, for not more than three (3) additional twelve (12) month periods. Provided that the contract price for the extended periods shall remain the same or as modified in accordance with the price adjustment provisions listed herein.

If the Contractor does not agree to any of the three (3) extension periods, they must notify the Judiciary in writing at least six (6) months prior to the start of that extension period, otherwise the Contractor is bound to agree to the extension period.

1.3 CONTRACT ADMINISTRATOR

For the purposes of this contract, Richard Murakami, Telecommunication Services Branch Chief, (808) 538-5314, richard.h.murakami@courts.hawaii.gov, or authorized representative, is designated as the Contract Administrator. Questions regarding this IFB may be directed to Jonathan Wong in the Judiciary Contracts & Purchasing Office, (808) 538-5805, jonathan.h.wong@courts.hawaii.gov.

1.4 PRE-BID CONFERENCE – N/A

1.5 WRITTEN QUESTIONS AND RESPONSES

Questions and clarifications concerning any requirement, provision, condition contained in any of the bid documents, shall be provided in writing by the due date indicated in Section 1.6 Timetable, or as amended. Offeror shall identify the IFB page number and section(s) being addressed and provide written justification.

Answers to questions shall be made through the issuance of an addendum/amendment by the date indicated in Section 1.6 Timetable, or as amended. To the extent practical, questions will remain as written; however, the Judiciary may consolidate and paraphrase questions received. Oral explanations or instructions shall not be binding.

All addenda shall become a part of the IFB.

1.6 TIMETABLE

The following timetable represents the Judiciary’s best estimate of the schedule that will be followed. The Judiciary may change the schedule via addendum/amendment. All times shown are Hawaii Standard Time (HST). If a component of this schedule is delayed or changed, the rest of the schedule will likely be shifted accordingly. The approximate schedule is as follows:

Notice of IFB	December 14, 2011
Pre-bid Conference	N/A
Deadline for Written Questions	December 21, 2011, 4:00 p.m.
Judiciary’s Response to Written Questions	December 23, 2011, 4:00 p.m.
BID OPENING DATE	December 28, 2011, 2:00 p.m.
Notice of Award	January 3, 2011
Estimated Notice to proceed	February 1, 2012
Estimated Installation Start Date	January 17, 2011
Estimated Installation Completion Date	January 31, 2011
Estimated Installation Acceptance Date	January 31, 2011
Estimated Contract Start Date	February 1, 2012

1.7 DEFINITIONS AND ACRONYMS

1.7.1 General

AC	=	State's Assistance Center
CA	=	Contract Administrator
DOE	=	Department of Education of the State of Hawaii
DOTAX	=	Department of Taxation of the State of Hawaii
GET	=	General Excise Tax
HAR	=	Hawaii Administrative Rules
HRS	=	Hawaii Revised Statutes
ICSD	=	Information and Communications Services Division of the Department of Accounting and General Services (DAGS), State of Hawaii.
Offeror	=	An individual, partnership, corporation, joint venture, or other entity submitting a proposal for this IFB solicitation.
Procurement Officer	=	The contracting officer for the Judiciary – State of Hawaii
SPO	=	State Procurement Office of the State of Hawaii

1.7.2 Technical

ANI	=	Automatic Number Identification
Central Office	=	A local exchange carrier facility that allows subscriber lines to be connected by switching equipment to other subscriber lines, other central offices, network facilities, or to an interexchange carrier.
Centrex	=	A business telephone service provided from a central office switching system. The customer does not own nor is responsible for the operation and maintenance of the switching equipment.
CLEC	=	Competitive Local Exchange Carrier
COA	=	Certificate of Authority issued by the Hawaii Public Utilities Commission.
Collect Call	=	An operator assisted toll call billed to the called party.
Calling Card	=	Direct dialed and operator assisted calling with charges billed to originator's telephone number or account.
DDD	=	Direct Distance Dialing is a service that enables a user to dial long distance (toll) calls outside the user's local service area without operator assistance.
Digital Signal 1 (DS1)	=	Digitally encoded data transmitted at a rate of 1.544Mbps and consisting of 24 multiplexed DS0 subchannels.
Digital Signal 3 (DS3)	=	Digitally encoded data transmitted at a rate of 44.736Mbps and consisting of 28 multiplexed DS1 subchannels.

Directory Assistance	=	A service that provides directory information for requests for unknown long distance telephone numbers.
E-mail	=	Internet electronic mail.
Equal Access	=	The ability to choose a long distance company other than AT&T to be the primary long distance carrier for interLATA and intraLATA long distance calls.
FCC	=	Federal Communications Commission
Hardware Answer Supervision	=	An electrical signal generated by the LEC at the distant end of a long distance call to indicate positively that the call has been answered by the called phone. This tells billing equipment to start timing the call.
HATS	=	Hawaii's Advanced Telephone System is the informal name of the current State telephone system contract with Hawaiian Telcom.
Interexchange Carrier (IXC)	=	A common carrier that provides services to the public between local exchanges on an intraLATA and interLATA basis in compliance with FCC regulations.
Interisland Calls	=	Toll calls within the State of Hawaii (island to island). Also, called intraLATA or intrastate calls.
InterLATA	=	Toll traffic carried between LATAs by authorized interexchange carriers.
IntraLATA	=	Services, revenues and functions that originate in one LATA and Terminate in the same LATA.
ISDN BRI	=	Integrated Service Digital Network Basic Rate Interface (2B+D) is a single ISDN circuit divided into two 64 Kbps bearer (B) channels for voice or data and one 16 Kbps data (D) channel for low speed data and signaling.
ISDN PRI	=	Integrated Service Digital Network Primary Rate Interface (23B+D) offers twenty-three 64 Kbps bearer (B) channels for voice, data, and video and one 64 Kbps data (D) channel for out-of-band signaling.
Key System	=	A multi-line telephone system that is generally used where the requirement is for 2-100 telephones and where there are a large number of internal intercom calls in relation to the number of inbound or outbound calls.
LATA	=	Local Access and Transport Area. The geographical boundaries within which Designated Carriers are permitted to offer toll service.
LEC	=	Local Exchange Carrier. The local telephone company authorized by the Hawaii Public Utilities Commission to provide service within specific communities.
Local Number Portability	=	The capability for the customer to retain the currently assigned 7-digit telephone number regardless of the LEC providing service.
NXX	=	A three digit central office code that is part of the North American Dialing Plan.
Numbering Plan	=	A three digit area code that is part of the North American

Area (NPA)	=	Dialing Plan.
Operator Assistance	=	Access to operator provided services including subscriber line verification, barge-in, extension to long distance providers, and assistance with other exchange functions.
Operator Assisted Toll Calling	=	The operator assisted establishment of toll calls in response to verbal instructions given by the subscriber.
PEG Count	=	The call attempts that are counted by the switch or other monitoring equipment.
PIC	=	The Primary Inter-exchange Carrier is the pre-selected carrier for long distance calls.
POP	=	Point Of Presence. The physical location within a LATA where interexchange carriers connect their facilities to those of the local exchange carrier.
PSTN	=	Public Switched Telephone Network.
PUC	=	Hawaii Public Utilities Commission.
Signaling System 7 (SS7)	=	An internationally standardized common channel signaling method in which a single channel conveys messages relating to multiple calls, circuits and network management.
T1	=	A transmission connection at 1.544 Mbps consisting of 24 full duplex channels of 64 Kbps each. Also see DS1.
Third Number Billing	=	An operator-assisted toll call is billed to a station other than the originating or terminating station.
Toll Free Calling	=	A free long distance call using an 800, 888, 877, 866, 855, 844, 833, 822, or other toll free NPA code to a subscriber location. Toll charges are billed to the subscriber. (876 and 809 are not toll free!)
Traffic Study	=	Study that measures the efficiency and effectiveness of network performance.
700, 900, 976 Calls	=	A 700, 900, or 976 NPA number is pay per call, where the caller is billed by the local telephone company for such services and the entrepreneur is paid by the local telephone company.

END OF SECTION ONE

SECTION TWO TECHNICAL REQUIREMENTS

2.1 NETWORK SERVICES

2.1.1 Direct Distance Dialing / Direct Dialed (1+) or (1+ Calling)

2.1.1.1 Offeror must provide 24 hours a day, 365 days a year, direct distance dialing service from Centrex, ISDN BRI, and ISDN PRI lines for interstate, international, and interisland calls.

2.1.1.2 The primary routing for interstate, international, and interisland calls shall be over terrestrial facilities.

2.1.2 Toll Free (800, 888, 877, 866, etc.)

2.1.2.1 Offeror's service must provide the Judiciary, anywhere in the State, the ability to receive calls from a single toll free number 24 hours a day, 365 days a year, from anywhere in the State of Hawaii and in the United States at no charge to the calling party.

2.1.2.2 Offeror's service should allow the Judiciary to keep existing toll free numbers.

2.1.2.3 Offeror should have the ability to block toll free access to callers within the local calling area of the Judiciary subscriber's telephone location.

2.1.2.4 Offeror must provide Dialed Number Identification Service (DNIS).

2.1.2.5 Offeror must provide originating telephone number (ANI or Caller ID) with no additional charge for this service.

2.1.3 Calling Card

2.1.3.1 Calling card service must be provided 24 hours a day, 365 days a year, for direct dialed and operator assisted (person-to-person) interstate, interisland, and international calls from private and public telephones anywhere in the United States.

2.1.3.2 If calling cards are lost or stolen, the card must be canceled and replaced at no charge to the Judiciary. Also, worn or damaged cards must be replaced at no charge to the Judiciary.

2.1.4 Directory Assistance

2.1.4.1 Offeror must provide 24 hours a day, 365 days a year, directory assistance for interstate, international, and interisland telephone numbers.

2.1.5 Operator Assisted Toll Calling

Offeror must provide 24 hours a day, 365 days a year, interstate, international, and interisland operator assisted toll service. This operator assisted toll service may include person-to-person, station-to-station, collect-to-station, collect-to-person, international access, third number billing, calling card, and rate information.

2.1.6 Interface Requirements

The Judiciary utilizes B1 lines, B1 rotary lines, analog trunk lines, ISDN BRI, ISDN PRI, and other telephone services. The services provided by Offerors must interface with existing Judiciary Cisco Call Manager in a transparent manner that does not negatively impact the Judiciary users or the network. The services provided must be compatible with the present dialing plan (see Judiciary Dialing Plan).

2.2 NETWORK PERFORMANCE

2.2.1 Circuit Parameters

Contractor shall provide equal or better service than those listed below.

<u>PARAMETER</u>	<u>SERVICE LEVEL</u>
Network Availability (The percentage of time that the service is operational. Applies to carrier IXC network.)	> 99.99%
Grade of Service (The probability that an attempted call will receive a busy signal during the busy hour, expressed as a decimal.)	< P.005
Call Setup Time (Outbound Interstate) (The amount of time it takes for a call to be established through the long distance carrier network excluding the LEC network.)	< 1 sec
Call Setup Time (Outbound International)	< 5 sec
Call Setup Time (Toll-free) (The amount of time it takes for a call to be established through the long distance carrier network excluding the LEC network.)	< 1 sec

2.3 BILLING

2.3.1 Call Timing

2.3.1.1 Billing of all calls must not begin until the called location has returned hardware answer supervision signaling to the originating central office.

2.3.1.2 The measured time will be in minutes and seconds. The initial billing period for interstate and interisland calls will be eighteen (18) seconds.

For international calls, the initial billing period will be thirty (30) seconds. The billing unit will be six (6) seconds or less for all calls with fractions rounded up. For example, a call lasting one minute and five seconds shall be billed for a maximum of one minute and six seconds of usage.

2.3.2 Monthly Invoices

- 2.3.2.1** The Offeror shall prepare monthly invoices with the telephone numbers and addresses as directed by telecommunication services branch chief. The existing billing should be used as a starting point.
- 2.3.2.2** The billing period must be from the first of the month to the end of the month or a mutually agreeable period.
- 2.3.2.3** Billing for all services must be on a monthly basis with bills rendered within 15 days after the end of the billing period.
- 2.3.2.4** The Offeror shall prepare monthly invoices in two (2) copies for each billing account.
- 2.3.2.5** All monthly invoices (including toll free) must at a minimum identify the customer being billed, billing address, billing account number, billing telephone number, the type of service being billed, the originating and terminating telephone numbers, terminating city, terminating state or country, call date, call origination time, call duration in minutes and seconds, regulatory taxes/fees/charges, and the amount billed.
- 2.3.2.6** Invoices shall be simple in format and easy for the customer to understand. If the Offeror uses company or industry specific wording (for example Universal Service Order Codes) on invoices, the Offeror shall provide definitions of the entries either on the monthly detailed invoice or on a separate document that defines the entries. Also, the use of codes in place of product descriptions will not be acceptable.
- 2.3.2.7** The Offeror shall list all telephone numbers associated with the billing account either on the monthly invoice or on a separate document / letter to each billing account. The document / letter shall be sent no later than 15 days after the Installation Completion Date and every two (2) years thereafter.
- 2.3.2.8** The Offeror shall provide a sample of the paper monthly invoices for review by the Contract Administrator prior to the first bill being sent out.

2.3.3 Late Payment Charge

Contractors are reminded that the Judiciary, from the date of receipt of an invoice (not the date billed or mailed), has 30 calendar days to process and pay the bill without a late charge by State law (Hawaii Revised Statutes §103-10). The contractor must not send out late payment letters or assess late charges until the 30 days has passed.

2.4 CUSTOMER SERVICE

2.4.1 Customer Service Representatives

- 2.4.1.1** Offeror must have full-time Customer Service Representatives (CSRs), preferably located in the State of Hawaii, who are ready to take service provisioning calls during regular Judiciary working hours (Monday through Friday, 7:45 a.m. - 4:30 p.m., except State holidays). The CSRs must be very knowledgeable about the Judiciary's account.

Secondarily, the Offeror must have full-time CSRs, preferably located in the State of Hawaii, who are ready to take trouble calls 24 hours a day, 7 days per week, as the Judiciary has workers on shifts, flex time, and overtime who may report a long distance problem.

- 2.4.1.2** CSRs must be able to add, delete, and change numbers on existing customer accounts; create new accounts; correct billing problems and late charges; grant credit for interrupted or poor quality long distance calls; answer customer questions; and troubleshoot and resolve long distance problems.

- 2.4.1.3** Offeror shall have a minimum of one (1) full-time technical support person or CSR located in the State of Hawaii, dedicated to the Judiciary's account, for the duration of the contract.

2.5 NETWORK MANAGEMENT

2.5.1 Monitoring and Reporting

- 2.5.1.1** Offeror shall provide network monitoring and management of the Judiciary's long distance services 24 hours a day, 7 days per week for alarms, congestion, outages, and other potentially service affecting issues.

- 2.5.1.2** Offeror shall take immediate corrective action to resolve any network failure, such as rerouting traffic, utilizing a redundant facility, and all other steps required for the immediate re-instituting of services to the Judiciary.

- 2.5.1.3** For individual trouble reports, a verbal report of trouble clearance with the report number shall be furnished within one (1) hour to the customer that reported the trouble.

- 2.5.1.4** Offeror must describe the escalation procedure available to the Judiciary in the event the Judiciary deems progress on problem resolution to be unsatisfactory.

2.5.2 Toll Fraud

- 2.5.2.1** The Offeror shall monitor its network to detect toll fraud and hacker activity.

- 2.5.2.2** The Offeror shall have prevention measures that will be taken to stop fraud and hacker activity.

2.5.3 Management Reports

Offeror shall provide a software program to allow the telecommunication services branch chief or his representative to analyze the database information. It should be able to perform database queries and create reports.

2.5.4 Interrupted Calls and Bad Connections

Offeror shall provide a credit for the call charges when a call is interrupted or the transmission quality is so poor that the call must be redialed.

2.6 IMPLEMENTATION / CONVERSION PLAN

2.6.1 The Offeror shall submit an Implementation/Conversion Plan that describes the major tasks, personnel proposed to perform each task, estimated hours to perform each task, and a schedule to complete the conversion by December 31, 2011.

2.6.2 The Offeror shall identify potential risks associated with the implementation and recommend strategies for managing those risks.

2.6.3 It is essential that there be a seamless transition of services.

2.6.4 The Implementation/Conversion Plan will be reviewed by the telecommunication services branch chief prior to starting installation.

2.7 TRANSITION PERIODS

2.7.1 Transition at Beginning of Contract

The Contractor shall work with the current provider to insure a smooth transition for Judiciary users.

2.7.2 Transition at End of Contract or Termination

2.7.2.1 The Contractor shall work with the follow-on provider to insure a smooth transition between the two companies at no cost to the Judiciary. This should include the production of customer billing records (customer names, billing addresses, physical addresses, billing numbers, all telephone numbers linked with the billing number, type of service, etc.) and other information necessary for a smooth transition, at no cost to the Judiciary.

2.8 OTHER CHARGES

2.8.1 PIC Change Charges

The Offeror shall be responsible for all PIC change charges to convert all lines to the Offerors PIC code at the initial transition of service to the Offeror and for the duration of the contract. The Judiciary will not pay any PIC change charges.

2.8.2 All Other Charges

2.8.2.1 "All Other Charges" shall include all applicable taxes, regulatory fees, and charges and shall be listed on OFFER FORM Schedule C. The Offeror shall bill the Judiciary only those charges listed at the rates indicated on the Offer Form pages.

2.8.2.2 List Additional Charges not included in 2.8.2.1 above. These items which we may have inadvertently missed will not be figured in to the Schedule C Total for the Bid Price Summary, page OF-4.

2.8.2.3 Any new regulatory fees, regulatory charges, and taxes or any changes (increases and decreases) to these during the contract period or extensions, shall be submitted with an explanation to the Contract Administrator, at least fifteen (15) days prior to the effective date. If the Contractor fails to provide fifteen (15) days notice prior to the effective date for billing, the Contractor shall not bill for the item until the 15-day period has elapsed.

2.9 CLIENT REFERENCES AND LICENSES

2.9.1 Client References

Offeror shall list on OFFER FORM page OF-3, three (3) Client References for whom work has been provided. Offeror shall include this information in its bid submittal. The Judiciary may contact any of the listed Client References to inquire about the Offeror's performance.

2.9.2 Licenses

2.9.2.1 Offeror must be licensed by the Federal Communications Commission as a common carrier on a nationwide basis and possess all other State and Federal licenses required of a common carrier of intralata, interstate and international telecommunications services. Furthermore, by submitting a proposal for the requested service, the Offeror hereby certifies that it or its carrier is currently in compliance with all FCC and PUC rules and regulations for long distance telephone service. Any failure on the part of the Offeror or its carrier to continue such compliance shall be cause for termination of the contract.

2.9.2.2 Offeror must provide a copy of Hawaii PUC Certificate of Public Convenience and Necessity (CPCN) or Certificate of Authority (COA). The Judiciary will accept the docket number, decision and order number, and a brief summary. The Judiciary does not want to receive a voluminous copy of a docket application and decision and order granting a CPCN or COA.

END OF SECTION TWO

SECTION THREE BID FORMAT AND CONTENT

3.1 BID

When an Offeror submits a bid, it shall be a complete solution for providing long distance telephone services including all required information, signatures, etc. as required by the solicitation (incorporating all solicitation Addenda).

Submission of a bid in response to this IFB shall indicate that the Offeror understands the requirements to be provided and the Special Provisions herein. No additional compensation, subsequent to the opening of the bids, shall be allowed by reason of any misunderstanding or error regarding the requirements to be provided and the Special Provisions.

3.2 CONTENTS OF BID

The bid shall include and be submitted in the order listed below:

3.2.1 Original

Offeror shall submit an original bid and two copies on the due date specified in Section 1.6 Timetable, or as amended. Cost for responding to this IFB is solely the responsibility of the Offeror, whether or not any award results from this solicitation. The Judiciary will not reimburse such costs.

All bids become the property of the Judiciary.

3.2.2 Offer Page and Offeror Qualifications

Offerors shall complete OFFER FORM pages that contain the Offer Page (OF-1) and Offeror Qualifications (OF-2 & OF-3).

3.2.3 Schedule A, Interisland, Interstate, and International Long Distance Rates

Offerors shall bid interisland, interstate and international rates on OFFER FORM pages OF-5 through OF-6g. The international rates will be further broken out by country on OFFER FORM pages OF-6a through OF-6g.

3.2.4 Schedule B, Miscellaneous Services

Offerors shall bid Toll Free Calling, Calling Card, ISDN BRI, ISDN PRI, Directory Assistance, and Operator Assistance rates on OFFER FORM page OF-7.

3.2.5 Schedule C, All Other Charges

Offeror shall list all taxes, fees, and charges on OFFER FORM page OF-8.

3.2.6 Price Summary

Offerors shall list the totals from Schedules A, B, and C on OFFER FORM page OF-4. The Offeror with the lowest cost factor may be awarded, if there are funds available.

3.2.7 Reference Pages

Reference pages shall be submitted if explanation is needed for items listed on the OFFER FORM.

3.2.8 Subcontractors

Primary Offerors may create partnerships with subcontractors.

If subcontractor(s) are used, a statement from each subcontractor shall be included in the proposal, signed by an individual authorized to legally bind the subcontractor, and stating:

- The subcontractor's name, mailing address, telephone number, fax number, and contact person.
- The general scope of work to be performed by the subcontractor.
- The subcontractor's willingness to perform the work indicated. The Offeror shall provide a list of similar work performed by the subcontractor.

END OF SECTION THREE

SECTION FOUR SPECIAL PROVISIONS

4.1 SCOPE

All long distance telephone services for The Judiciary, State of Hawaii shall be in accordance with this IFB, including the Special Provisions, the Scope of Work, and included by reference, the Judiciary General Conditions dated February 2001, and the Judiciary Procedural Requirements dated May 2003. All IFB documents are available at: <http://www.courts.state.hi.us> under General Information / Business with the Judiciary.

4.2 REQUIRED OFFEROR REVIEW, QUESTIONS, AND EXCEPTIONS

Offeror shall carefully review this IFB for defects and questionable or objectionable matter. Questions and comments concerning defects and questionable or objectionable matter must be made in writing and should be submitted via Question and Answer section prior to the deadline for written questions as stated in the Section 1.6 Timetable, or as revised. This will allow issuance of any necessary addenda/amendments to the IFB. It will help prevent the opening of a defective solicitation and exposure of Offeror's bids upon which award could not be made.

4.3 OVERVIEW OF THE IFB PROCESS

- A. The IFB is issued pursuant to HAR §3-122-6, implementing HRS §103D-303.
- B. The procurement process begins with the issuance of the IFB. Changes to the IFB will be made only by addendum/amendment.
- C. A pre-bid conference may be held as stated in Section 1.6, Timetable, or as amended, to brief potential Offerors on the project and to answer questions.
- D. Questions, clarifications, and exceptions about IFB requirements and special provisions shall be submitted by the date stated in Section 1.6, Timetable. All inquiries and questions will be responded to via addenda/amendment by the date stated in Section 1.6, Timetable. (See Section 1.5, Written Inquiries and Response.)
- E. Offerors shall submit bids by the date specified in Section 1.6, Timetable.
- F. Bids shall be opened publicly.
- G. The Procurement Officer will award the contract as specified in Section 4.8 of these Special Provisions.
- H. The IFB, any addenda/amendments issued, and the successful Offeror's bid shall become a part of the contract. All bids shall become the property of the Judiciary.

4.4 BID PREPARATION

- 4.4.1 OFFER FORM, page OF-1.** Offeror is requested to submit its bid using Offeror's exact legal name as registered with the DCCA, if applicable; and to indicate exact

legal name in the appropriate space on OFFER Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the OFFER Form shall be an original signature in ink, which shall be required before an award, if any can be made.

4.4.2 Pricing. Offerors are advised that the prices quoted shall be the all-inclusive cost to the Judiciary; and no other charges will be honored, except as specified herein.

The GET, currently 4.5% for all sales made on Oahu and 4% for all sales made on the islands of Hawaii, Maui, Kauai, Lanai and Molokai. The GET may be added to the invoice as a separate line item and shall not exceed the current rate for that island. The rates listed on the OFFER Form pages shall include labor, materials, supplies, and any other costs incurred to provide the specified services. All applicable taxes, fees, and charges shall be added as separate line items. Applicable taxes, fees, and charges that may be added as separate line items are listed on Schedule C. The pricing shall be the all-inclusive cost to the Judiciary and no other costs will be honored.

4.4.3 Hawaii General Excise Tax License. Offeror shall submit its current Hawaii GET I.D. number in the space provided on OFFER Form, page OF-1, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the Judiciary.

4.4.4 Tax Liability. Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Vendors are advised that they are liable for the Hawaii GET at the current 4.5% rate for sales made on Oahu, and the 4% rate for the islands of Hawaii, Maui, Kauai, Lanai and Molokai. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

4.5 CONFIDENTIAL INFORMATION – N/A

4.6 SUBMISSION OF BIDS

Bids shall be received by the date specified in Section 1.6, Timetable, or as amended. Bids received outside of the Timetable shall not be considered for award.

Offerors shall submit 1 (one) original plus 2 (two) copies of their sealed offer (Offer Form on page OF-4) to:

The Judiciary – State of Hawaii
Financial Services Division
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813-2807
Attention: Jonathan Wong

Submission of an offer shall constitute an incontrovertible representation by the Offeror of understanding, acceptance, and compliance with every requirement of this IFB, and

that the IFB documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Before submitting an offer, each Offeror must:

- A. Examine the solicitation documents thoroughly. Solicitation documents include this IFB, any attachments and any other relevant documentation;
- B. Become familiar with State, local, and federal laws, ordinances, rules and regulations.

Offers on CD or Flash Drive. As an option to submitting hard copies (one original and two copies) of the entire Offer Packet, Offer(s) may be submitted on CD or flash drive (three copies) in Adobe pdf format no later than the date and time indicated in the Significant Dates section of this IFB.

Offers via Electronic Submittal. As another option to submitting hard copies of the entire Offer Packet, Offers may be submitted no later than the date and time indicated in the Significant Dates section of this IFB to the above Purchasing Specialist via email or facsimile.

Offeror Bears Responsibility for Transmission. Offeror(s) who submit proposals or amendments by electronic means, bear the whole and exclusive responsibility for assuring that the documents are received by the Judiciary and for ensuring the complete, correctly formatted, legible, and timely transmission of their documents. By opting to submit documents by electronic means, Offeror(s) assume all risk that the Judiciary's receiving equipment and system may be inoperative or otherwise unavailable at the time transmission is attempted.

4.7 BID OPENING

Offers will be opened at the date, time, and place specified in Section 1.6 Timetable, or as amended. Offers shall be opened publicly.

4.8 AWARD

Method of Award. Award, if any, shall be made to the responsive, responsible Offeror who meets all compliancy and insurance requirements as stated herein and whose offer is determined to be the lowest and most advantageous to the Judiciary on Offer Form OF-4.

4.9 RESPONSIBILITY OF AWARDED OFFEROR

Offeror is advised that if awarded a contract under this solicitation. Offeror shall, upon award of the Contract, be compliant with the requirements of HRS §103D-310(c):

- A. Chapter 237, Tax Clearance;
- B. Chapter 383, Unemployment Insurance;
- C. Chapter 386, Workers' Compensation;
- D. Chapter 392, Temporary Disability Insurance;
- E. Chapter 393, Prepaid Health Care; and
- F. Certificate of Good Standing for entities doing business in the State.

Hawaii Compliance Express - Instead of separately applying for these certificates at the various state agencies, vendors contracting with the State shall register with the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. The HCE charges vendors an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC).

4.10 CONTRACT EXECUTION

No performance or payment bond is required for this contract.

The Judiciary shall forward to the successful Offeror a formal written contract to be signed by the Contractor and returned within ten (10) days.

The Judiciary is not liable for any work, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official commencement date.

4.11 BID AS PART OF THE CONTRACT

If awarded, the IFB, all or part of it, any addenda issued, and the successful Offeror's bid shall become part of the contract.

All bids and other material submitted by Offerors shall become the property of The Judiciary, State of Hawaii.

4.12 EXTENSION

The Contractor will be notified in writing by the Judiciary that it will be exercising each twelve (12) month extension period at least six (6) months prior to the start of the period.

4.13 NOTICE TO PROCEED

After the Notice of Award has been issued and the contract has been executed, the Judiciary will issue a Notice to Proceed with an official commencement date.

The Judiciary is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official commencement date on the Notice to Proceed.

4.14 INSTALLATION

Installation shall begin on the official commencement date on the Notice to Proceed and be completed by Installation Completion Date based upon the Contractor's Implementation Plan.

If the Contractor is unable to complete installation by the Installation Completion Date, a revised date may be negotiated with the CA. The Contractor, however, may be subject to liquidated damages as specified in Section 4.18.

The Contractor shall submit written notification to the CA upon completion of milestones/major items in its Implementation Plan.

The Contractor shall be responsible for the completion of all work specified in the IFB. All work shall be subject to inspection, evaluation, and acceptance by the CA. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the IFB and may generate a deficiency list, if applicable, of items and services that do not meet work specified in this IFB. Should the CA determine that corrections or modifications are necessary in order to accomplish the provisions of the Contract, the CA may direct the Contractor to make such changes.

The Judiciary reserves the right to be the sole judge of the acceptability of the work specified in this IFB and its decision shall be final.

4.15 CONTRACT START DATE

The Contract Start Date shall be February 1, 2012, or the Installation Acceptance Date, whichever is later. The Contract Start Date shall be the starting point for the Contract Rates and the Contract Term plus extensions.

4.16 INVOICING AND PAYMENT

HRS §103-10, provides that the Judiciary shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. The Contractor shall not charge the Judiciary late payment or interest charges for Judiciary payments made within thirty (30) calendar days of receiving the invoice.

The Judiciary will reject any offer submitted with a condition requiring payment within a shorter period. Further, the Judiciary will reject any offer submitted with a condition requiring interest payments greater than that allowed by HRS §103-10.

The Judiciary will not recognize any requirement established by the Contractor and communicated to the Judiciary after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

Contractor shall forward invoices, original and one (1) copy to:

Administration Fiscal Office
The Judiciary – State of Hawaii
1111 Alakea Street 6th Floor
Honolulu, Hawaii 96813

4.17 PRICE ADJUSTMENT

The Contractor shall assess the Judiciary only those charges listed at the rates indicated on the appropriate OFFER FORM pages. All services, labor rates, and equipment/material prices listed on the Bid Form pages shall be the maximum rates

chargeable by the contractor to the Judiciary during the life of the contract. No increase adjustments are allowed.

During the contract period, the Contractor may propose modifications to:

- A. add new items to replace equipment or materials due to obsolescence or new technology, or
- B. to delete items that are obsolete, manufacturer discontinued, or no longer being supported, or
- C. to propose additional items or enhancements to provide State users a selection to choose from.

Such requests shall be made in writing to the CA with a detailed justification and documentation, at least thirty (30) days prior to the effective date for review and approval.

Changes, additions, and deletions to taxes, fees, and charges listed on Schedule C, All Other Charges on OFFER FORM page OF-8 shall be administered per Section 2.11.2.

4.18 LIQUIDATED DAMAGES

Failure to complete the services described in the contract within the time proposed will cause damage to the Judiciary. The amount of said damages shall be fixed at the sum of **ONE HUNDRED DOLLARS (\$100.00)** for each and every calendar day the Contractor delays in the completion of the installation and services required at the start of the contract after the required date of said completion. If the Contractor has multiple installation phases, each phase shall be subject to delay damages. Liquidated damages can be avoided where the Judiciary and the Contractor mutually agree to a revision in the schedule.

4.19 CONTRACT MODIFICATIONS - UNANTICIPATED AMENDMENTS

During the course of this contract, the Contractor may be required to perform additional work that will be within the general scope of the initial contract. When additional work is required, the Contract Administrator will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

Changes to the contract may be modified only by written document signed by the Judiciary and Contractor (or personnel authorized to sign contracts on behalf of the Contractor).

The Contractor will not commence additional work until a signed contract modification has been issued.

The Contractor shall notify the CA at least thirty (30) days prior to the effective date of any modifications.

4.20 PROTEST

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of bids. Further provided that a protest of an award or proposed

award shall be submitted within five (5) working days after the posting of award of the contract. Any protest pursuant to HRS §103D-701 and HAR §3-126 Subchapter 1, shall be submitted in writing to the Procurement Officer.

4.21 GOVERNING LAW: COST OF LITIGATION

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, shall be governed by the laws of the State of Hawaii. Any action at law or equity to enforce or interpret the provisions of this contract shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii.

In case the Judiciary shall, without any fault on its part, be made a part to any litigation commenced by or against the Contractor in connection with this contract, the Contractor, shall pay all costs and expenses incurred by or imposed on the Judiciary, including attorneys' fees.

This provision shall not be applicable to costs and expenses incurred by or imposed on the JUDICIARY, including attorneys' fees, relating to litigation between CONTRACTOR and the JUDICIARY.

4.22 ECONOMY OF PRESENTATION – N/A

4.23 CANCELLATION OF IFB AND BID REJECTION

The Judiciary reserves the right to cancel this IFB and to reject any and all bids in whole or in part when it is determined to be in the best interest of the Judiciary, pursuant to HAR Sections 3-122-96 and 3-122-97.

The Judiciary shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by the Offeror in the event this IFB is cancelled or a bid is rejected.

4.24 SUBCONTRACTING

No work or services shall be subcontracted or assigned without the prior written approval of the Judiciary. No subcontract shall under any circumstances relieve the Contractor of his/her obligations and liability under this contract with the Judiciary. All persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

The JUDICIARY expressly consents to CONTRACTOR's use of the subcontractors specifically identified in CONTRACTOR's Proposal. Approval of subcontractor's by the Judiciary shall not be unreasonably withheld, conditioned or delayed.

As additional clarification, CONTRACTOR does not consider local exchange carriers to be CONTRACTOR subcontractors and will not be responsible for the actions or inactions of access providers. In addition, CONTRACTOR does not consider the Judiciary's subcontractor approval rights or other subcontractor requirements set forth in the IFB or any resulting contract to be applicable to any agreements, subcontracts or other business arrangements between CONTRACTOR and its Affiliates, roaming partners, suppliers, subcontractors or any third-parties relating to the provision of any Products or Services purchased or used by the Judiciary (collectively, "General Supply & Support Agreements") where such General Supply and Support Agreements were entered into for the purpose of providing Products and Services to CONTRACTOR customers generally (as opposed to specifically for the Judiciary).

4.25 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

4.26 CONFLICTS OF INTEREST

The Contractor represents that neither the Contractor, nor any employee or agent of the Contractor, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the Contractor’s performance of this contract.

4.27 WAIVER

The failure of the Judiciary or Contractor to insist upon the strict compliance with any term, provision or condition of this contract shall not constitute or be deemed to constitute a waiver or relinquishment of the Judiciary’s or Contractor’s right to enforce the same in accordance with this contract.

4.28 SEVERABILITY

In the event that any provision of this contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this contract.

4.29 LIABILITY INSURANCE

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by the Contractor or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance that meets the requirements herein. It is understood that a subcontractor’s insurance policy or policies are in addition to the Contractor’s own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

Coverage

Limits

Commercial General Liability
(occurrence form)

\$1,000,000 combined single limit per
occurrence for bodily injury and property
damage
\$2,000,000 aggregate

Products and Completed Operations	\$1,000,000 per occurrence and \$2,000,000 aggregate
Automobile Liability	N/A

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled until after 30 days written notice has been given to The Judiciary, State of Hawaii, Financial Services Administrator, 1111 Alakea Street 6th Floor, Honolulu, Hawaii 96813"
2. "The Judiciary is added as an additional insured (for general liability and automobile) as respects to operations performed for The Judiciary, State of Hawaii."
3. "It is agreed that any insurance maintained by The Judiciary, State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance throughout the entire term of the contract, including supplemental agreements.

Prior to execution of the contract, the Contractor agrees to deposit with The Judiciary, State of Hawaii certificate(s) of insurance necessary to satisfy the Judiciary that the insurance provisions of this IFB have been complied with and to keep such insurance in effect and the certificate(s) there on deposit with the Judiciary during the entire term of this contract and its extensions, if any, including those of its subcontractor(s), where appropriate.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the Judiciary to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this *IFB*. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

If any insurance policy required by this contract is limited in scope of coverage or non-renewed, the Contractor shall provide 30 days written notice to The Judiciary, State of Hawaii, Financial Service Administrator, 1111 Alakea Street 6th Floor, Honolulu, Hawaii 96813."

4.30 ADDENDA TO JUDICIARY GENERAL CONDITIONS (02/01)

- 4.30.1 GENERAL CONDITIONS, Section 1, Administration of Contract by “the Judiciary,” on page GC-1 shall add the following clarification at the end of the section:

“NOTE: This provision shall not be deemed a waiver of any of CONTRACTOR’s remedies available at law or equity or pursuant to the contract documents.”

- 4.30.2 GENERAL CONDITIONS, Section 5, Subcontracts, Assignments, and Successors in Interest, on page GC-3 shall add the following clarification at the end of the section:

“NOTE: The JUDICIARY expressly consents to CONTRACTOR’s use of the subcontractors specifically identified in CONTRACTOR’s Proposal. Approval of subcontractors by the Judiciary shall not be unreasonably withheld, conditioned or delayed.

- As additional clarification, CONTRACTOR does not consider local exchange carriers to be CONTRACTOR subcontractors and will not be responsible for the actions or inactions of access providers. In addition, CONTRACTOR does not consider the Judiciary’s subcontractor approval rights or other subcontractor requirements set forth in the IFB or any resulting contract to be applicable to any agreements, subcontracts or other business arrangements between CONTRACTOR and its Affiliates, roaming partners, suppliers, subcontractors or any third-parties relating to the provision of any Products or Services purchased or used by the Judiciary (collectively, “General Supply & Support Agreements”) where such General Supply and Support Agreements were entered into for the purpose of providing Products and Services to CONTRACTOR customers generally (as opposed to specifically for the Judiciary).

- JUDICIARY’s Approval and/or consent to assignment by CONTRACTOR shall not be unreasonably withheld, conditioned or delayed.”

- 4.30.3 GENERAL CONDITIONS, Section 6, Conflicts of Interest, on page GC-3 shall add the following clarification at the end of the section:

“NOTE: CONTRACTOR makes this representation to the best of its actual knowledge.”

- 4.30.4 GENERAL CONDITIONS, Section 9.1(c) of Notice of Suspension, on page GC-5 shall add the phrase “as applicable” and shall read as follows:

“(c) Terminate the contract as provided in the termination for default provision or the termination for convenience provision of this document, covered in paragraphs 10 and 11, below, as applicable.”

- 4.30.5 GENERAL CONDITIONS, Section 13.1, Right to Goods and Work Product, on page GC-8 shall be deleted in its entirety.
- 4.30.6 GENERAL CONDITIONS, Section 14, Indemnification and Defense, on page GC-9 is amended and shall read as follows:
- “Indemnification and Defense. CONTRACTOR will indemnify and defend JUDICIARY, its directors, officers, employees, agents and their successors against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorney’s fees, arising directly from performance of this Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of CONTRACTOR or its subcontractors, directors, officers, employees or authorized agents.
- To be indemnified, JUDICIARY must (A) give CONTRACTOR prompt written notice of the claim, (B) give CONTRACTOR full and complete authority, information and assistance for the claim’s defense and settlement, and (C) not, by any act including but not limited to any admission or acknowledgement, materially prejudice CONTRACTOR’s ability to satisfactorily defend or settle the claim. CONTRACTOR will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. JUDICIARY will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but CONTRACTOR will retain sole control of the claim’s settlement or defense.”
- 4.30.7 GENERAL CONDITIONS, Section 18, Disputes, on page GC-9 shall add the following clarification at the end of the section:
- “NOTE: In the event that the JUDICIARY ceases making undisputed payments to CONTRACTOR for a period of 60 days or longer, CONTRACTOR shall not be required to continue with its responsibilities until such time as all undisputed amounts are paid to CONTRACTOR.”
- 4.30.8 GENERAL CONDITIONS, Section 19, Confidentiality of Material, on page GC-10 shall add the following clarification at the end of the section:
- “NOTE: The foregoing restrictions on use and disclosure of confidential or proprietary information do not apply to information that: (a) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known, through no wrongful act or omission of the receiving party; (c) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (d) is developed independently by the receiving party without reference to the confidential or proprietary information; or (e) is require to be disclosed by law, regulation, or court or government order.”
- 4.30.9 GENERAL CONDITIONS, Section 20, Ownership Rights and Copyright, on page GC-10 shall be deleted in its entirety.

- 4.30.10 GENERAL CONDITIONS, Section 21, Patented Article, on page GC-10 is amended and shall read as follows:

“Patented Article. CONTRACTOR will defend and pay all court awarded damages for claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. CONTRACTOR’s obligations under this Section do not apply to the extent that the alleged or actual infringement or violation is caused by functional or other specifications that were provided by or requested by JUDICIARY, JUDICIARY’s continued use of infringing Services after CONTRACTOR provides reasonable notice to JUDICIARY of the infringement, or JUDICIARY’s use of the Services in a manner that causes JUDICIARY and CONTRACTOR to come into competition for third parties seeking to purchase Services. For any third party claim that CONTRACTOR receives, or to minimize the potential for a claim, CONTRACTOR may, at its sole option and expense, either procure the right for JUDICIARY to continue using the Services, replace or modify the Services with comparable Services, or Judiciary shall have the right to terminate the contract and recover costs paid on the infringing product.

To be indemnified, JUDICIARY must (A) give CONTRACTOR prompt written notice of the claim, (B) give CONTRACTOR full and complete authority, information and assistance for the claim’s defense and settlement, and (C) not, by any act including but not limited to any admission or acknowledgement, materially prejudice CONTRACTOR’s ability to satisfactorily defend or settle the claim. CONTRACTOR will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. JUDICIARY will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but CONTRACTOR will retain sole control of the claim’s settlement or defense.”

- 4.30.11 GENERAL CONDITIONS, Section 26, Federal Funds, on page GC-11 shall be “Not Applicable” to this IFB.

- 4.30.12 GENERAL CONDITIONS, Section 28, Notices, on page GC-11 shall add the following clarification at the end of the section:

“NOTE: Overnight delivery is an acceptable form of notification.”

4.31 ADDENDA TO JUDICIARY PROCEDURAL REQUIREMENTS (05/03)

- 4.31.1 PROCEDURAL REQUIREMENTS, Section 3.1, Competency of Offeror, on page PR-3 shall add the following clarification at the end of the section, regarding site visits by Judiciary:

“NOTE: For CONTRACTORS which own and/or operate various facilities at numerous locations nationwide to provide digital mobile wireless telecommunications services throughout the United States, CONTRACTOR may or may not be a manufacturer of any equipment and therefore, it may be unclear to CONTRACTOR what facilities JUDICIARY contemplates inspecting pursuant to this provision. Accordingly, upon request by JUDICIARY,

CONTRACTOR shall comply by making its facilities available for inspection at reasonable times in the ordinary course of business subject to the following: (a) JUDICIARY shall identify the facilities that may be subject to inspection under the contract; (b) such inspections shall be reasonably limited in geographic scope and shall only pertain to facilities which are directly related to CONTRACTOR's performance of this contract; (c) JUDICIARY shall provide reasonable prior written notice of any inspections; and (d) CONTRACTOR reserves the right to pre-approve and require any designees or representatives who are not employees of JUDICIARY to enter into a confidentiality agreement as a condition of access to and inspection of such facilities.”

- 4.31.2 PROCEDURAL REQUIREMENTS, Section 3.5, Use of Facsimiles, on page PR-6 shall be deleted. Refer to Section 4.6, SUBMISSION OF BIDS on page 15 of the IFB.

END OF SECTION FOUR

**SECTION FIVE
ATTACHMENTS**

JUDICIARY DIALING PLAN: Exhibit 1

BID FORMS: Pages OF-1 through OF-8

JUDICIARY GENERAL CONDITIONS (02/01)

JUDICIARY PROCEDURAL REQUIREMENTS (05/03)

**EXHIBIT 1
JUDICIARY DIALING PLAN**

1	Station-to-Station On Island Inter-Island	4D (4-digits) 4D
2	Local On Island (off-net)	9+7D
3	Inter-Island toll (off-net)	9+1+808+7D
4	Interstate Toll	9+1+NPA+7D
5	International Toll	9+011+Country Code+City Code+Number
6	LEC Operator	9+0
7	IXC Operator	9+00
8	Directory Assistance	
	Local	9+411
	Interisland	9+1+808+555-1212
	Interstate	9+1+NPA+555-1212
	International	9+00
9	Emergency 911	9+911
10	Toll Free	9+1+800/888/877/866 etc. +7D
11	Blocked	900, 976, and other pay per call NPAs except 700

OFFER FORM

Provide Long Distance Telephone Services for The Judiciary, State of Hawaii
JUD IFB NO. J12240 (Re-bid of IFB J12195)

Financial Services Administrator
The Judiciary, State of Hawaii
1111 Alakea Street 6th Floor
Honolulu, Hawaii 96813

Dear Financial Services Administrator:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and included by reference, the Judiciary General Conditions dated Feb 2001, and Procedural Requirements dated May 2003; and hereby submits the following bid to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this bid, 1) Offeror is declaring that bid is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) Offeror is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned hereby proposes to PROVIDE LONG DISTANCE TELEPHONE SERVICES FOR THE JUDICIARY, STATE OF HAWAII, for the TOTAL SCHEDULE PRICE of:

(Total Schedule Price Summary from Page OF-4.) (\$)

Offeror is:
[] Sole Proprietor [] Partnership [] Corporation [] Joint Venture
[] Other State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Payment address
(other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

(x) _____
Date: _____ Authorized (Original) Signature

Telephone No. Fax No. Name and Title (Please Type or Print)

Email Address: Exact Legal Name of Company (Offeror)

* If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

Offeror _____
Name of Company

**BID
OFFEROR QUALIFICATIONS**

1. Offeror must provide information for the Customer Service Center and Dedicated Customer Service Representative or Technical Support Person: (See Section 2.4, CUSTOMER SERVICE) (list multiple centers)

Customer Service Center

Name: _____

Address: _____

Telephone #: _____

Facsimile #: _____

Hours of Operation: _____

Number of CSRs: _____

Major Duties: _____

Dedicated Customer Service Representative or Technical Support Person

Name: _____

Title: _____

Address: _____

Telephone & Cell #: _____

Major Duties: _____

Offeror _____
Name of Company

2. Client References: Offeror is required to supply the State with names, addresses, and telephone numbers of three (3) companies or entities which the Offeror has supplied long distance services, of similar size and usage requirements to those being requested in this IFB. As part of the evaluation, Judiciary personnel may call the customers whose names you furnish to inquire about Offeror's services, performance, equipment, and degree of customer satisfaction. (See Section 2.9 CLIENT REFERENCES AND LICENSES)

Client Name: _____

Address: _____

Description of Contract
and Services Provided: _____

Reference Name: _____

Current Phone: _____

Client Name: _____

Address: _____

Description of Contract
and Services Provided: _____

Reference Name: _____

Current Phone: _____

Client Name: _____

Address: _____

Description of Contract
and Services Provided: _____

Reference Name: _____

Current Phone: _____

Offeror _____

Name of Company

**BID
PRICE SUMMARY**

<u>Item</u>	<u>Est/Month Bid Price</u>	<u>Term</u>	<u>Total Sum Bid</u>
SCHEDULE A – LONG DISTANCE RATES	\$ _____	x 36 mo =	\$ _____
SCHEDULE B - MISCELLANEOUS SERVICES	\$ _____	x 36 mo =	\$ _____
SCHEDULE C- ALL OTHER CHARGES	\$ _____	x 36 mo =	\$ _____
TOTAL - SCHEDULE PRICE SUMMARY			\$ _____ *

(*Total Schedule Price Summary to Page OF-1)

Offeror _____
Name of Company

SCHEDULE A

INTERISLAND, INTERSTATE, AND INTERNATIONAL LONG DISTANCE RATES

The Offeror shall propose per minute rates for interisland, interstate, and international (by country) calls. The Judiciary has estimated the number of calling minutes per month for interisland and interstate, as accurately as possible based upon actual calling data for July 2010 to February 2011 for all Judiciary programs statewide.

	<u>Rate Per Minute</u>		<u>Estimated No. of Minutes Per Month</u>		<u>Total Est./Month</u>
1.					Interisland Calls:
	\$ _____	X	50,000	=	\$ _____
2.					Interstate Calls:
	\$ _____	X	40,000	=	\$ _____
3.					International Calls*:
				=	\$ _____

TOTAL - SCHEDULE A: LONG DISTANCE RATES \$ _____
(Total Schedule A: Long Dist. to Est/Month Bid Price, Page OF-4) (Sum of 1, 2 and 3)

* Total Estimated Cost of International Calls from OFFER FORM page OF-6g.

Offeror _____
Name of Company

INTERNATIONAL RATES

		1	2	1 x 2 = 3
ITEM NO.	INTERNATIONAL COUNTRY OR AREA**	RATE PER MINUTE**	ESTIMATED MINUTES PER MONTH	TOTAL PER MONTH
1	Afghanistan		1	
2	Albania, Republic of		1	
3	Algeria		1	
4	American Samoa		1	
5	Andorra		1	
6	Angola		1	
7	Anguilla		1	
8	Antigua (Including Barbuda)		1	
9	Argentina		1	
10	Armenia		1	
11	Aruba		1	
12	Ascension Island		1	
13	Australia		50	
14	Austria		1	
15	Azerbaijan		1	
16	Bahamas		1	
17	Bahrain		1	
18	Bangladesh, People's Republic of		1	
19	Barbados		1	
20	Belarus		1	
21	Belgium		1	
22	Belize		1	
23	Benin, Republic of		1	
24	Bermuda		1	
25	Bhutan		1	
26	Bolivia		1	
27	Bosnia-Herzegovina, Republics of		1	
28	Botswana		1	
29	Brazil		1	
30	British Virgin Islands		1	
31	Brunei		1	
32	Bulgaria		1	
33	Burkina Faso		1	
34	Burundi		1	
35	Cambodia		1	
36	Cameroon, Republic of		1	

Offeror _____
Name of Company

INTERNATIONAL RATES

		1	2	1 x 2 = 3
ITEM NO.	INTERNATIONAL COUNTRY OR AREA**	RATE PER MINUTE**	ESTIMATED MINUTES PER MONTH	TOTAL PER MONTH
37	Canada		200	
38	Cape Verde Islands		1	
39	Cayman Islands		1	
40	Central African Republic		1	
41	Chad, Republic of		1	
42	Chile		1	
43	China, People's Republic of		50	
44	Colombia		1	
45	Comoros, Federal and Islamic Republic of		1	
46	Congo, Democratic Republic of (Formerly Zaire)		1	
47	Congo, Republic of		1	
48	Cook Islands		1	
49	Costa Rica		1	
50	Croatia, Republic of		1	
51	Cuba		1	
52	Cyprus		1	
53	Czech Republic		1	
54	Denmark		1	
55	Diego Garcia		1	
56	Djibouti, Republic of		1	
57	Dominica		1	
58	Dominican Republic		1	
59	Ecuador		1	
60	Egypt, Arab Republic of		1	
61	El Salvador		1	
62	Equatorial Guinea, Republic of		1	
63	Eritrea		1	
64	Estonia		1	
65	Ethiopia		1	
66	Faeroe Islands		1	
67	Falkland Islands		1	
68	Fiji Islands		20	
69	Finland		1	
70	France		1	

Offeror: _____
Name of Company

INTERNATIONAL RATES

		1	2	1 x 2 = 3
ITEM NO.	INTERNATIONAL COUNTRY OR AREA**	RATE PER MINUTE**	ESTIMATED MINUTES PER MONTH	TOTAL PER MONTH
71	French Antilles (Martinique, St. Barthelemy, and St. Martin)		1	
72	French Guiana		1	
73	French Polynesia (Including the Islands of Moorea and Tahiti)		1	
74	Gabon Republic		1	
75	Gambia		1	
76	Georgia		1	
77	Germany, Federal Republic of (Including former German Democratic Republic)		45	
78	Ghana		1	
79	Gibraltar		1	
80	Greece		1	
81	Greenland		1	
82	Grenada (Including Carriacou)		1	
83	Guadeloupe		1	
84	Guam		1	
85	Guantanamo (U.S. Naval Base)		1	
86	Guatemala		1	
87	Guinea, Republic of		1	
88	Guinea-Bissau		1	
89	Guyana		1	
90	Haiti		1	
91	Honduras		1	
92	Hong Kong		10	
93	Hungary		1	
94	Iceland		1	
95	India		15	
96	Indonesia		1	
97	Iran		1	
98	Iraq		1	
99	Ireland		1	
100	Israel		1	
101	Italy		1	
102	Ivory Coast, Republic of		1	
103	Jamaica		1	

Offeror: _____
Name of Company

INTERNATIONAL RATES

ITEM NO.	INTERNATIONAL COUNTRY OR AREA**	1 RATE PER MINUTE**	2 ESTIMATED MINUTES PER MONTH	1 x 2 = 3 TOTAL PER MONTH
104	Japan (Including Okinawa)		80	
105	Jordan		1	
106	Kazakhstan		1	
107	Kenya, Republic of		1	
108	Kiribati		1	
109	Korea, Democratic People's Republic of		1	
110	Korea, Republic of		40	
111	Kuwait		1	
112	Kyrgyzstan		1	
113	Laos		1	
114	Latvia		1	
115	Lebanon		1	
116	Lesotho		1	
117	Liberia		1	
118	Libyan Arab People's Socialist Jamahiriya		1	
119	Liechtenstein		1	
120	Lithuania		1	
121	Luxembourg		1	
122	Macao		1	
123	Macedonia, Former Yugoslav Republic of		1	
124	Madagascar, Republic of		1	
125	Malawi		1	
126	Malaysia		1	
127	Maldives, Republic of		1	
128	Mali, Republic of		1	
129	Malta		1	
130	Marshall Islands		10	
131	Mauritania, Islamic Republic of		1	
132	Mauritius		1	
133	Mayotte Island		1	
134	Mexico		1	
135	Micronesia, Federated States of		15	
136	Moldova		1	
137	Monaco		1	
138	Mongolia		1	
139	Montserrat		1	
140	Morocco, Kingdom of		1	

Offeror: _____
Name of Company

INTERNATIONAL RATES

ITEM NO.	INTERNATIONAL COUNTRY OR AREA**	1 RATE PER MINUTE**	2 ESTIMATED MINUTES PER MONTH	1 x 2 = 3 TOTAL PER MONTH
141	Mozambique		1	
142	Myanmar		1	
143	Namibia		1	
144	Nauru		1	
145	Nepal		1	
146	Netherlands		1	
147	Netherlands Antilles (Bonaire, Curacao, Saba, St. Eustatius and St. Maarten)		1	
148	New Caledonia		1	
149	New Zealand (Including Chatham Island)		15	
150	Nicaragua		1	
151	Niger, Republic of		1	
152	Nigeria, Federal Republic of		1	
153	Niue		1	
154	Northern Mariana Islands (Saipan, etc.)		1	
155	Norway (Including Svalbard)		1	
156	Oman		1	
157	Pakistan		1	
158	Palau, Republic of		1	
159	Panama, Republic of		1	
160	Papua New Guinea (Admiralty Islands, Bougainville, New Britain and New Ireland)		1	
161	Paraguay		1	
162	Peru		1	
163	Philippines		20	
164	Pitcairn Island		1	
165	Poland, Republic of		1	
166	Portugal (Including Azores and Madeira Islands)		1	
167	Puerto Rico		1	
168	Qatar		1	
169	Reunion Island		1	
170	Romania		1	
171	Russia		1	
172	Rwanda		1	
173	San Marino		1	
174	Sao Tome		1	

Offeror: _____
Name of Company

INTERNATIONAL RATES

ITEM NO.	INTERNATIONAL COUNTRY OR AREA**	1 RATE PER MINUTE**	2 ESTIMATED MINUTES PER MONTH	1 x 2 = 3 TOTAL PER MONTH
175	Saudi Arabia		1	
176	Senegal, Republic of		1	
177	Seychelles Islands		1	
178	Sierra Leone		1	
179	Singapore, Republic of		1	
180	Slovakia		1	
181	Slovenia, Republic of		1	
182	Solomon Islands		1	
183	Somali Republic		1	
184	South Africa, Republic of		1	
185	Spain (Including Balearic Islands, Canary Islands, Ceuta, and Melilla)		1	
186	Sri Lanka, Democratic Socialist Republic of		1	
187	St. Helena		1	
188	St. Kitts/Nevis		1	
189	St. Lucia		1	
190	St. Pierre & Miquelon		1	
191	St. Vincent & The Grenadines		1	
192	Sudan		1	
193	Suriname, Republic of		1	
194	Swaziland		1	
195	Sweden		1	
196	Switzerland		1	
197	Syrian Arab Republic		1	
198	Taiwan		65	
199	Tajikistan		1	
200	Tanzania		1	
201	Thailand		15	
202	Togo, Republic of		1	
203	Tonga Islands		1	
204	Trinidad & Tobago, Republic of		1	
205	Tunisia		1	
206	Turkey		1	
207	Turkmenistan		1	
208	Turks & Caicos Islands		1	
209	Tuvalu		1	

Offeror: _____
Name of Company

SCHEDULE B
(Rev. 10/24/11)

MISCELLANEOUS SERVICES

TOTAL EST/MONTH

1. Toll Free Calling (800/888/877/866/etc.)

	<u>Rate Per</u> <u>Minute</u>		<u>Estimated</u> <u>Qty Per Month</u>		<u>Total</u>
Interisland	_____	X	5,000 minutes	=	_____
Interstate	_____	X	10,000 minutes	=	_____
International Canada	_____	X	100 minutes	=	_____

2. Calling Card

	<u>Rate Per</u> <u>Minute</u>		<u>Estimated</u> <u>Qty Per Month</u>		<u>Total</u>
Interisland	_____	X	60 minutes	=	_____
Interstate	_____	X	120 minutes	=	_____
International	_____	X	25 minutes	=	_____

3. ISDN BRI

	<u>Rate/Minute</u> <u>/Channel</u>		<u>Estimated</u> <u>Qty Per Month</u>		<u>Total</u>
Interisland	_____	X	5,000 minutes	=	_____
Interstate	_____	X	2,000 minutes	=	_____
International	_____	X	1 minute	=	_____

4. ISDN PRI

	<u>Rate/Minute</u> <u>/Channel</u>		<u>Estimated</u> <u>Qty Per Month</u>		<u>Total</u>
Interisland	_____	X	500 minutes	=	_____
Interstate	_____	X	500 minutes	=	_____
International	_____	X	1 minute	=	_____

5. Directory Assistance

	<u>Rate Per</u> <u>Call</u>		<u>Estimated</u> <u>Qty Per Month</u>		<u>Total</u>
Interisland	_____	X	1 call	=	_____
Interstate	_____	X	1 call	=	_____
International	_____	X	1 call	=	_____

6. Operator Assistance

	<u>Rate Per</u> <u>Call</u>		<u>Estimated</u> <u>Qty Per Month</u>		<u>Total</u>
Interisland	_____	X	1 call	=	_____
Interstate	_____	X	1 call	=	_____
International	_____	X	1 call	=	_____

TOTAL PER MONTH- SCHEDULE B: MISCELLANEOUS SERVICES \$ _____

(Total Schedule B to Est/Month Bid Price, Page OF-4)

Offeror: _____

Name of Company

SCHEDULE C
(Rev. 10/24/11)

END OF SECTION FIVE

ALL OTHER CHARGES

TOTAL EST/MONTH

	<u>Rate</u>		<u>Estimated Cost/Mon</u>		<u>Total</u>
1. Universal Service Charge	_____	X	\$2,000	=	_____
2. State General Excise Tax (Oahu Rate)	_____	X	\$2,000	=	_____
3. State Public Service Company Tax	_____	X	\$2,000	=	_____
4. County Public Service Company Tax	_____	X	\$2,000	=	_____
5. PUC Fee	_____	X	\$2,000	=	_____
6. Other Taxes, Fees, or Charges based on estimated cost					
6a. Prescriber Line Charge (B1)	_____	X	\$2,000	=	_____
6b. Prescriber Line Charge (Centrex)	_____	X	\$2,000	=	_____
6c. Prescriber Line Charge (PRI)	_____	X	\$2,000	=	_____

TOTAL - SCHEDULE C: ALL OTHER CHARGES \$ _____
 (Total Schedule C: Other Charges to Est/Month Bid Price, Page OF-4) (Sum of 1-6)

Note: The items listed above are examples. Per Section 2.8 of this IFB, each Offeror should list the exact items that will be billed to the Judiciary, if awarded.

ADDITIONAL CHARGES, TAXES OR FEES NOT INCLUDED ABOVE:

(NOT to be included with SCHEDULE C Total nor for Page OF-4)

7. Other Taxes, Fees, or Charges based on telephone numbers, calls, or other units

7a. _____	_____	X	_____	=	_____
7b. _____	_____	X	_____	=	_____
7c. _____	_____	X	_____	=	_____

Offeror: _____
Name of Company