

STATE OF UTAH



SOLICITATION NO. DR1218

Telecom Audit Billing Services

RESPONSES ARE DUE PRIOR TO:

Jul 22, 2009 3:00:00 PM MDT

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

RESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah
Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061

Bid DR1218 Telecom Audit Billing Services

Bid Number	DR1218
Bid Title	Telecom Audit Billing Services
Bid Start Date	Jun 29, 2009 10:37:17 AM MDT
Bid End Date	Jul 22, 2009 3:00:00 PM MDT
Question & Answer End Date	Jul 15, 2009 7:00:00 AM MDT
Bid Contact	Dan Reisner Purchasing Manager State Purchasing dreisner@utah.gov
Contract Duration	1 year
Contract Renewal	4 annual renewals
Prices Good for	30 days
Bid Comments	All questions are to be submitted through BidSync. All responding offerors must complete pricing requirement in Attachment B.

Item Response Form

Item	DR1218-1-01 - Telecom Audit Billing Services
Quantity	1 fee
Unit Price	
Delivery Location	State of Utah <u>No Location Specified</u>
	Qty 1
Description	
Telecom Audit Billing Services	

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor to the Multi-Step Process.

5.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

5.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
7. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
8. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
9. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
12. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
13. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
14. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
15. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
16. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
17. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
18. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
19. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
20. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing

Card (major credit card).

21. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
22. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
23. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
24. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
25. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).
26. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Atth. A: State of Utah Standard Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. State Additional Terms and Conditions; 4. Contractor Terms and Conditions.
27. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

(Revision date: 4 June 2009)

**REQUEST FOR PROPOSAL
TELECOM AUDIT BILLING SERVICES
Solicitation # DR1218**

1. PURPOSE OF REQUEST FOR PROPOSAL (RFP)

- 1.1. The purpose of this request for proposal is to obtain proposals for providing (only) historical telecom audit services to the State of Utah, specifically to the Department of Technology Services (DTS) by providing cost savings through identification, correction and recovery of billing errors. It is anticipated that this RFP will result in a contract award to a single contractor.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data.

2. BACKGROUND

- 2.1. Historical telecom audit services include: inventory analysis and billing audit of all DTS communications - related (voice, video and data) invoices and carrier/vendor inventory records. The following services, by definition, are outside the scope of this RFP: cellular (wireless), state-owned microwave circuits and satellite service.
- 2.2. On-going "telecom expense and inventory management" services/solution/tools, e.g., "invoice management" and "order and inventory management", are out-of scope for the purpose of this RFP; such services will not be considered.
- 2.3. DTS intends to enter into contract with a service provider that has extensive historical telecom audit services knowledge, including proven experience dealing with a wide variety of telecom carriers including carriers in Utah.
- 2.4. DTS is requesting a complete outsource of the historical audit service, as opposed to the ability to utilize offeror's provided tools and professional services, but leverage DTS staff.
- 2.5. It is DTS' policy to seek out cost-efficient services while acquiring the highest quality of services available. As a consequence, an emphasis will be placed, not only on cost, but also on how offeror's performance can be tracked and verified.
- 2.6. Evaluation criteria along with associated possible points follow:
- | | |
|-----------------------------|-----------|
| • Cost | 150 |
| • Telecom Audit Experience | 150 |
| • Length of Audit | 50 |
| • Time to Money | 25 |
| • References | <u>25</u> |
| Total possible points = 400 | |

“Time to Money” is defined as the period of time between the start of the audit and the time that the first credit from a processed claim gets paid to DTS.

3.0. Current Environment:

3.1. Telecom carriers/vendors that provide service to the State of Utah (DTS) to include the following:

Qwest (approximately 80%)
 AT&T (minimal)
 All West Communications
 Beehive Telephone Company
 CentraCom Interactive
 Emery Telcom, Carbon/Emery Telcom and Hanksville Telcom
 Frontier
 Gunnison Telephone Company
 Manti Telephone
 South Central Communications
 UBTA-UBET Communications
 Union Telephone

Current Information (Estimate):	
Type of Service	Number of Circuits
Private Line	300
DSS	5
PRI	150
BRI	50
ATM	1
LSS	4
Frame Relay	50
1FB	2,000
Centrex	N/A
VG Ckts	50
LAD Ckts	100
PBX Trunks	400
QMOE	30

3.2. Typical long distance and toll-free minutes/charges:

Monthly Long Distance (Outbound)	Minutes
1+ INTERSTATE	94,899.00
1+ INTRALATA	858,383.00
1+ INTRASTATE	1,542.00
DED OUT INTERSTATE	137,949.00
DED OUT INTRALATA	398,153.00
DED OUT INTRASTATE	490.00
VNS INTRALATA	1,261.00

Totals =	1,492,677.00
Toll-Free (Inbound)	Minutes
SW 8XX INTERSTATE	65,327.00
SW 8XX INTRALATA	356,380.00
SW 8XX INTRASTATE	2,375.00
DED 8XX INTERSTATE	197,019.00
DED 8XX INTRALATA	377,864.00
DED 8XX INTRASTATE	1,806.00
Totals =	1,000,771.00

4.0. ISSUING OFFICE AND RFP REFERENCE NUMBER

- 4.1. The State of Utah Division of Purchasing is the issuing office for this RFP document and all subsequent addenda relating to it, on behalf of the Department of Technology Services (DTS). The reference number is Solicitation # DR1218. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

5.0. SUBMITTING YOUR PROPOSAL

- 5.1. Proposals must be received by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration.
- 5.2. The preferred method of submitting your proposal is electronically through BidSync (formerly RFP Depot.) However, if you choose to submit hard copies, one original and four identical copies of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, Utah 84114-1061.
- 5.3. When submitting a proposal electronically through BidSync, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the RFP. If you are in the middle of uploading your proposal at the closing time, the system will stop the process and your proposal will not be received by the system and will be considered late.
- 5.4. Electronic proposals may require uploading of electronic attachments. BidSync's site will accept a wide variety of document types as attachments. However, the submission of documents containing embedded documents (zip files), mov, wmp, and mp3 files are prohibited. All documents should be attached as separate files.

6.0. LENGTH OF CONTRACT

- 6.1. The contract resulting from this RFP will be for a period of one year and may be extended for four 1-year extensions beyond the original period for a total of five years.

7.0. PRICE GUARANTEE PERIOD

- 7.1. All pricing must be guaranteed for One year. Following the guarantee

period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

8.0. STANDARD CONTRACT TERMS AND CONDITIONS

8.1. Any contract resulting from this RFP will include the States standard terms and conditions.

9.0. QUESTIONS

9.1. All questions must be submitted through BIDSYNC (formerly RFP Depot.) Answers will be given via the BIDSYNC site.

10.0. DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)

10.1. An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

To properly evaluate procurement, an offeror's proposal may need to be clarified. Oral presentations are then scheduled to answer questions by evaluation committee members. The offeror's original proposal cannot be changed in any aspect at the oral presentation. The oral presentation is only to allow offerors to clarify portions of their proposal.

11.0. PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63-2-304, provides in part that:

The following records are protected if properly classified by a government entity:

- (1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63-2-308 (Business Confidentiality Claims);
- (2) commercial information or non-individual financial information obtained from a person if:
 - (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;
 - (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

(c) the person submitting the information has provided the governmental entity with the information specified in Section 63-2-308;

(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the offeror must:

1. provide a written Claim of Business Confidentiality at the time the information (proposal) is provided to the state, and
2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-2-308(1)).
3. submit an electronic "redacted" (excluding protected information) copy of your proposal response. Copy must clearly be marked "Redacted Version."

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/main/Contractinfo/ConfidentialityClaimForm.doc>

To ensure the information is protected, the Division of Purchasing asks the offeror to clearly identify in the Executive Summary and in the body of the proposal any specific information for which an offeror claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the State of Utah. Materials may be evaluated by anyone designated by the state as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option.

12.0. DETAILED SCOPE OF WORK

12.1. REVIEW OF TELECOMMUNICATION SERVICES (VOICE, DATA & VIDEO)

- Verify that the circuit billing is for valid locations (not downsized or closed)
- Ensure private lines are priced under the correct tariff and/or contract rate(s)
- Review term plans
- Validate quantity discounts
- 2-wire vs 4-wire pricing
 - o Validate private line charges
 - o Validate local channel charges
 - o Validate access connection fees
 - o Validate Inter-office channel and/or mileage fees
 - o Validate signaling charges
 - o Validate local serving office (LSO) used in mileage pricing

- Review all feature/function charges
- Review accuracy of charges when multiple carriers/vendors are billing for the same circuit (meet-point-billing)
- Review non-recurring charges to include install costs
- Validate optional feature charges on business lines, trunks, and private line circuits
- Validate component costs associated with, e.g., voice, alarm, radio tie lines, analog data, and T-1 circuits
- Determine the validity of USOC codes in the billing records
- Match USOC codes and charges to tariff and/or contract rates

12.2. REVIEW OF LOCAL (LEC) PHONE BILLS

- Verify monthly service fees
- Review accuracy of local calling plan billing
- Compare toll calls invoiced to current tariff and/or contract rates
- Review billing accuracy of taxes, surcharges and miscellaneous charges
- Verify one-time charges and credits are correct and applicable
- Review Directory Assistance (DA) calls
- Review convenience calls (i.e. 3rd party, collect)
- Review interactive calls (i.e. 900 calls)

12.3. REVIEW OF LONG DISTANCE CHARGES

The review is to include domestic and international services, 800 services, and volume/discount programs

- Review monthly recurring charges
- Review discount plans
- Review user site inventory
- Review monthly usage charges
- Review call classification types
- Review one-time charges
- Review special contracted rates
- Review taxes charged

12.4. SUBMIT CREDIT REQUESTS TO CARRIERS/VENDORS AS BILLING ERRORS ARE IDENTIFIED

- Credit request must be directed to the particular carrier/vendor
- Each submission must include sufficient detail for rapid resolution
- Negotiate directly with carriers/vendors to obtain credit
- Submit billing to State of Utah only after credit is approved by carrier/vendor and subsequent "credit(s) have been received (acknowledged) by the State of Utah, DTS.

13.0. STATEMENT OF PROPOSAL AND GENERAL INSTRUCTIONS

13.1. CONFIDENTIALITY

The offeror will regard and preserve as confidential all information obtained from any source as a result of this RFP related to the business of DTS. The obligations of the parties to the RFP process are detailed in the "Non-Disclosure Agreement" (NDA) that you will find in Appendix 1. Note that the NDA attached to this document only applies to

the RFP. Additional NDAs will be required by carriers/vendors in order to access DTS' contract information, service records, billing records, etc. The NDA must be signed and faxed back to DTS, Attn. Dan Frei (fax #: 801-538-3622), or via email at dfrei@utah.gov no later than thirty (30) days after award of contract.

DTS reserves the right to request the return of, or the destruction of, any of the material contained in this document, or any other document(s), which are a part of this RFP process, and/or subsequent audit process.

13.2. Staff Capacity and Qualifications

13.2.1 Account Team

Provide an outline/description of the account team that you would assign to the DTS account. This outline should, at a minimum, include the number of people on the team, their title, their role and their qualifications. Ideally, your account team would include a single point of contact.

Telecom Audit Experience - 10 points

13.2.2. Subcontractor(s)

Offerors shall not utilize subcontractor(s) to provide fulfillment of any portion of this RFP. Offerors must be able to provide all services by direct fulfillment through company-owned operations/resources.

13.2.3. Identification of DTS Resources

What information and resources would you need from DTS?

Telecom Audit Experience - 10 points

13.3. Project Plan

Provide a sample project plan to include:

13.3.1. Do you audit both electronic as well as paper invoice information?

Telecom Audit Experience - 10 points

13.3.2. Provide an Outline/description of your audit process.

Telecom Audit Experience - 20 points

13.3.3. In addition to auditing the invoice data, do you also conduct specific inventory validation through remote testing or physical inspections?

Telecom Audit Experience - 10 points

13.3.5. What is your average Time to Money? "Time to Money" is defined as the period of time between the start of the audit and the time that the first credit from a processed claim gets paid to DTS.

Time to Money - 25 points

13.4. FINANCIAL PROPOSAL

13.4.1. Fee structure must include the following components:

13.4.1.1 Percentage of credit obtained from carriers/vendors.
Cost - 150 points

13.4.2. PAYMENT TERMS:

In no event will the identification of billing errors determine payment of the service provider's fees. Service fees will only be payable by DTS after credit claims have been processed by respective carriers and upon actual recovery of such credits by offeror.

13.5. Reporting

13.5.1. What reports will offeror provide during and at the end of the engagement?

Telecom Audit Experience - 10 points

13.5.2. At the conclusion of the audit engagement, The State of Utah will receive full documentation of the refunds and credits, along with any other mutually agreed upon reports as part of the scope of work.

13.6. Company background and Industry experience

13.6.1. Provide company background and industry experience including number of telecom carriers worked with and clients served.

Telecom Audit Experience - 20 points

13.6.2. Provide the total number of claims and dollar amount, which have been successfully processed with those carriers during the past two years.

Telecom Audit Experience - 20 points

13.6.3. What was the average time for your organization to complete an audit? If you are making assumptions on number of invoices, spend, etc., please specify them.

Length of Audit - 25 points

13.6.4. Provide Telecom Audit Experience:

13.6.4.1. Experience with State of Utah's carriers?

Telecom Audit Experience - 20 points

13.6.4.2. Experience with other government agencies?

Telecom Audit Experience - 20 points

13.6.6. Provide average time to complete the analysis of invoices, inventory reports, etc., the time to place a claim with a carrier and the average time to get this claim processed. It is understood that processing claims through some carriers may take longer than others, so for comparison purposes, offerors may provide the average time that they would process a claim through Qwest, DTS' largest telecom service provider.

Length of Audit - 25 points

13.7. References (including past state government experience)

13.7.1. Provide a list of three (3) customer references for which your organization has provided telecom audit services; include contact information (minimally: company's name; contact person's name; his/her office phone and e-mail address).

References - 25 points

14.0. PROPOSAL RESPONSE FORMAT

14.1. All proposals must include:

14.1.1 **RFP Form.** The State's Request for Proposal form completed and signed.

14.1.2. **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Protected information requests should be identified in this section.

- Business Objectives
- Technology
- Record of sales
- Achievements/Recognition
- Company size (employees)
- What differentiates you from the competition?

14.1.3. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:

14.1.3.1. A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.

14.1.3.2. A specific point-by-point response, in the order listed, to each requirement in the RFP.

14.1.4. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. The cost proposal sheet, Attachment B, must be completed as part of the Offeror's proposal.

15.0. PROPOSAL EVALUATION CRITERIA

- 15.1. A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in proposal.

Include the following attachments with your RFP

- (1) Cost proposal sheet, Attachment
- (2) Other attachments as needed to support Offeror's proposal.

ATTACHMENT A: Standard Contract Terms and Conditions
State of Utah, State Cooperative Contract
Revision date: 4 June 2009

Refer to:

<http://purchasing.utah.gov/contract/documents/termsandconditionsstatecooperativecontract3sept2008p.pdf>

COST PROPOSAL ATTACHMENT B

COST IS TO BE SUBMITTED BASED ON THE FOLLOWING:

Fee percentage based on credits obtained from carriers/vendors _____%

TELECOM AUDIT BILLING SERVICES
Solicitation # DR1218
RFP EVALUATION SCORESHEET

Firm Name: _____

Evaluator: _____

Date: _____

Score will be assigned as follows:

0 = Failure, no response

1 = Poor, inadequate, fails to meet requirement

2 = Fair, only partially responsive

3 = Average, meets minimum requirement

4 = Above average, exceeds minimum requirement

5 = Superior

		Score (0-5)	Weight	Points
1. Demonstrated Telecom Audit Experience (150 points possible)		----	----	----
13.2.1 Account Team	10 points possible		X 2	
13.2.3. Identification of DTS Resources	10 points possible		X 2	
13.3.1 Project Plan	10 points possible		X 2	
13.3.2 Project Plan	20 points possible		X 4	
13.3.3 Project Plan	10 points possible		X 2	
13.5.1 Reporting	10 points possible		X 2	
13.6.1 Company Background and Industry Experience	20 points possible		X 4	
13.6.2 Company Background and Industry Experience	20 points possible		X 4	
13.6.4.1 Company Background and Industry Experience	20 points possible		X 4	
13.6.4.2 Company Background and Industry Experience	20 points possible		X 4	
2. Demonstrated Length of Audit (50 points possible)		----	----	----
13.6.3 Company Background and Industry Experience	25 points possible		X 5	
13.6.6 Company Background and Industry Experience	25 points possible		X 5	
3. Demonstrated Time to Money (25 points possible)		----	----	----
13.3.5 Average Time to Money	25 points possible		X 5	
4. References (50 points possible)		----	----	----
13.7.1 References	25 points possible		X 5	
5. Cost (150 points possible)		----	----	----
13.4.1.1 Financial Proposal	150 points possible			* Inserted by Purchasing
TOTAL EVALUATION POINTS	400 points possible			
			Total	

* Purchasing will use the following cost formula: The points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: Cost Points x (2- Proposed Price/Lowest Proposed Price).

Question and Answers for Bid #DR1218 - Telecom Audit Billing Services

OVERALL BID QUESTIONS

Question 1

For the State of Utah, is this audit only for historical back credits found from billing/contract errors?

Does it allow for ongoing optimizations/savings in addition to the historical savings? (Submitted: Jul 1, 2009 6:21:57 AM MDT)

Answer

- Please see Page 1 (BACKGROUND) 2.1, 2.2, 2.3 and 2.4.

This RFP is not for consulting services. (Answered: Jul 1, 2009 6:37:03 AM MDT)

Question Deadline: Jul 15, 2009 7:00:00 AM MDT