State of Nevada
Department of Administration

Purchasing Division

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State of Nevada

Purchasing Division

Request for Qualifications: 3167

For

LOCAL EXCHANGE TELECOMMUNICATIONS VOICE, DATA AND TRANSPORT SERVICES FOR SOUTHERN NEVADA

Release Date: January 20, 2015

Deadline for Submission and Opening Date and Time: February 25, 2015

Refer to Section 8, RFQ Timeline for the complete RFQ schedule

For additional information, please contact:

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(TTY for Deaf and Hard of Hearing: 1-800-326-6868
Ask the relay agent to dial: 1-775-684-0178/V.)

Refer to Section 9 for instructions on submitting an RFQ Response

VENDOR INFORMATION SHEET FOR RFQ 3167

Vendor Must:

A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;

B) Type or print responses; and

C) Include this Vendor Information Sheet in Tab III of the Technical SOQ response.

V1	Company Name	

V2	Street Address	

V3	City, State, ZIP	

V4	Telephone Number		
	Area Code:	Number:	Extension:

V5	Facsimile Number		
	Area Code:	Number:	Extension:

V6	Toll Free Number		
	Area Code:	Number:	Extension:

V7	***Contact Person for Questions / Contract Negotiations, including address if different than above***
	Name:
	Title:
	Address:
	Email Address:

V8	Telephone Number for Contact Person		
	Area Code:	Number:	Extension:

V9	Facsimile Number for Contact Person		
	Area Code:	Number:	Extension:

V10	***Name of Individual Authorized to Bind the Organization***	
	Name:	Title:

V11	Signature ***(Individual must be legally authorized to bind the vendor per NRS 333.337)***	
	Signature:	Date:

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Vendors' exceptions and/or assumptions should be clearly stated in *Attachment B, Technical Certification of Compliance with Terms and Conditions of RFQ*. Exceptions and/or assumptions will be considered during the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State per NRS 333.350(1).

Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to, NRS 281A and the Governor's Proclamation, which can be found on the Purchasing Division's website (http://purchasing.state.nv.us).

1. PROJECT OVERVIEW

The State of Nevada Purchasing Division is seeking Statements of Qualifications (SOQs) from qualified vendors to provide Local Exchange Telecommunications Voice, Data and Transport Services statewide on an as needed basis.

The State may award one (1) or more contracts in conjunction with this RFQ, as determined in the best interests of the State. Vendor's proposal must identify the geographic region(s) in which services are being offered.

The State reserves the right to accept vendor proposals for qualification on an ongoing basis. Any future contract awards will be written based upon termination dates concurrent with contracts awarded as a result of the original RFQ.

Any contract(s) resulting from this RFQ will be mandatory for State agencies located in geographic regions serviced by the contract(s). The University and Community College System, the Court System, the Legislative Counsel Bureau, and Political Subdivisions (i.e., cities, counties, school districts, etc.) may use the contract(s) resulting from this RFQ; however, they are not required to do so.

The State Purchasing Division will administer contract(s) resulting from this RFQ. The resulting contract(s) will be for an initial contract term of four years, anticipated to begin March 1, 2016, subject to Board of Examiners approval, with an option to renew for two (2) additional years, if agreed upon by both parties and in the best interests of the State.

1.1 GOALS AND OBJECTIVES

1.1.1 The goal of this RFQ is for the State of Nevada to obtain robust, reliable, and affordable broadband communications services. The State has many locations that may need to be serviced by more than one vendor and remain affordable. Multiple vendors may be awarded contracts to keep Curb-to-MPOE and/or build costs to enable the State to afford upgraded service to many locations. The State has many locations throughout Southern Nevada with a need for high speed bandwidth to include several locations that need redundant communications infrastructure via multiple vendors for Voice Over Internet Protocol (VOIP), disaster recovery, and support of first response agencies.

1.1.2 The State's other objective is to build a hybrid meshed ring topology between distribution point locations geographically dispersed throughout LATA 721 (Southern Nevada) in an effort to reduce costs and build redundancy to meet increased required uptime metrics.

1.1.3 The State of Nevada is seeking vendor responses for business level remote office solutions. Many offices are currently served by low speed communications methods and the State's major goal and objective is obtain low cost business solutions that use direct internet connections to remotely access State services and applications using VPN security methods.

2. ACRONYMS/DEFINITIONS

For the purposes of this RFQ, the following acronyms/definitions will be used:

Acronym	Description
Assumption	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
Awarded Vendor	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFQ.
BOE	State of Nevada Board of Examiners
C2D License	State Contractor's Board low voltage contractor's license. Please refer to the State Contractor's Board for further detail.
Confidential Information	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS 333.020(5) (b).
Contract Approval Date	The date the State of Nevada Board of Examiners officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful vendor.
Contract Award Date	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.
Contractor	The company or organization that has an approved contract with the State of Nevada for services identified in this RFQ. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance.
CPNC	Certificate of Public Conveyance and Necessity
Cross Reference	A reference from one document/section to another document/section

Acronym	Description
	containing related material.
Curb-to-MPOE	Reference to communications path from the vendors fiber right away to the customers building to establish communications to the minimum point of entry.
Customer	Department, Division or Agency of the State of Nevada.
Division/Agency	The Division/Agency requesting services as identified in this RFQ.
EFT	Early Termination Fees
Evaluation Committee	An independent committee comprised of a majority of State officers or employees established to evaluate and score RFQ responses pursuant to NRS 333.335.
Exception	A formal objection taken to any statement/requirement identified within the RFQ.
Goods	The term "goods" as used in this RFQ has the meaning ascribed to it in NRS §104.2105(1) and includes, without limitation, "supplies", "materials", "equipment", and "commodities", as those terms are used in NRS Chapter 333.
IntraLATA	Local telephone service. InterLATA refers to a call from one LATA to another, which can be within a state or from state to state.
InterLATA	Referring to a long distance call between Local Access and Transport Areas (LATAs). In the United States, LATA boundaries were **defined** in the Modified Final Judgment (MFJ) that broke up the AT&T Bell System on January 1, 1984.
IXC and LEC/CLEC	IXC – Interexchange carrier LEC – Local exchange carrier CLEC – Competitive local exchange carrier
Key Personnel	Vendor staff responsible for oversight of work during the life of the project and for deliverables.
LATA 721	The specific LATA that services must be available for.
LCB	Legislative Counsel Bureau
LOI	Letter of Intent - notification of the State's intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
MAC	Media Access Control address (MAC address) is a unique identifier assigned to network interfaces for communications on the physical network

Acronym	Description
	segment. MAC addresses are used as a network address for most IEEE 802 network technologies, including Ethernet.
MAN	Metropolitan Area Network (MAN) is a large computer network that spans a metropolitan area or campus. Its geographic scope falls between a WAN and LAN. MANs provide Internet connectivity for LANs in a metropolitan region, and connect them to wider area networks like the Internet.
May	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the RFQ responses without the information.
MBPS	Megabits Per Second
Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of an RFQ response as non-responsive.
NAC	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: **www.leg.state.nv.us.**
NOA	Notice of Award – formal notification of the State's decision to award a contract, pending Board of Examiners' approval of said contract, any non-confidential information becomes available upon written request.
NRS	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: **www.leg.state.nv.us**.
Pacific Time (PT)	Unless otherwise stated, all references to time in this RFQ and any subsequent contract are understood to be Pacific Time.
PIC	Primary Interchange Carrier code.
Proprietary Information	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a).
Public Record	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).
Redacted	The process of removing confidential or proprietary information from a document prior to release of information to others.
RFQ	Request for Qualification - a written statement which sets forth the requirements and qualifications of a contract to be awarded by competitive selection.

Acronym	Description
RFQ Response	Vendor's response to all requirements as stated within the RFQ.
Shall	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of an RFQ response as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the RFQ response without the information.
SLA	Service Level Agreement
SOQ	Statement of Qualifications.
State	The State of Nevada and any agency identified herein.
Subcontractor	Third party, not directly employed by the contractor, who will provide services identified in this RFQ. This does not include third parties who provide support or incidental services to the contractor.
Trade Secret	Information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
User	Department, Division, Agency or County of the State of Nevada.
Vendor	Organization/individual submitting a response to this RFQ.
VOIP	Voice Over Internet Protocol
VPN	Virtual Private Networking
Will	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of an RFQ response as non-responsive.

2.1 STATE OBSERVED HOLIDAYS

The State observes the holidays noted in the following table. When January 1st, July 4th, November 11th or December 25th falls on Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.

Holiday	Day Observed
New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	Friday following the Fourth Thursday in November
Christmas Day	December 25

3. REQUEST FOR QUALIFICATIONS

3.1 RFQ PROCESS

The process by which RFQ Responses will be considered for award under this RFQ consists of two (2) distinct stages.

3.1.1 First Stage

The first stage is a determination of whether or not the vendor qualifies under the set of General Minimum Qualifications (***refer to Section 3.2***). If a vendor is determined to not meet any one of the General Minimum Qualifications, the RFQ response in its entirety will not be considered for award.

3.1.2 Second Stage

If the vendor meets all of the General Minimum Qualifications, the SOQ will be evaluated to determine if it meets the Technical Minimum Qualifications (***refer to Section 3.3***). RFQ responses that do not contain the required information will not be considered for award. Each RFQ response will be reviewed independently in the Technical Minimum Qualification section.

3.2 GENERAL MINIMUM QUALIFICATIONS

3.2.1 The State of Nevada Department of Administration, Division of Purchasing, is soliciting proposals for a variety of Local Exchange Telecommunications Voice, Data and Transport Services for State agencies located within LATA 721 in the southern portion of the State of Nevada. The State intends to award Master Service Agreement(s) (MSA) to all qualified vendors as determined to be in the best interest of the State. Note: Vendors are welcomed to propose on voice, transport, and optical types of service. Vendors must clearly specify within their proposals, which specific service they wish to bid on.

3.2.2 The awarded vendor(s) must offer services to the Supreme Court, Legislature, University of Nevada System, cities, and counties within the southern portion of Nevada, under the same rates, terms and conditions as offered to the State. Local governments (as defined in NRS §332.015) are intended third party beneficiaries of any contract(s) resulting from this RFQ and any local government may join or use any contract(s) resulting from this RFQ subject to all terms and conditions thereof pursuant to NRS §332.195. The State is not liable for the obligations of any local government which joins or uses any contract(s) resulting from this RFQ.

3.2.3 Vendors must be licensed and should be able to provide services to any of the following geographical areas. Vendors must indicate in their proposal which geographical areas they are proposing on.

3.2.3.1 Las Vegas

3.2.3.2 Pahrump

3.2.3.3 Henderson

3.2.3.4 Boulder City

3.2.3.5 Laughlin

3.2.3.6 Pioche

3.2.3.7 Caliente

3.2.3.8 Beatty

3.2.3.9 Other locations as may be required.

3.2.4 Required services include, but are not limited to:

3.2.4.1 Switched Voice

3.2.4.2 Data

3.2.4.3 Ethernet

3.2.4.4 Session Initiation Protocol (SIP) Trunking

3.2.4.5 MPLS

3.2.4.6 Voice

3.2.4.7 DSL

3.2.4.8 Cable Modem

3.2.4.9 Optical Transport Facilities

3.2.4.10 Digital and Analog Centrex Service

3.2.4.11 Voice Mail

3.2.4.12 Direct Inward Dialing Capability/Direct Outward Dialing

3.2.4.13 Directory Services

3.2.5 All vendors responding to this RFQ must hold a valid Nevada State Contractor's C2D license at time of proposal submission. A copy of that license must be submitted in the State Documents Tab of the vendor's response. To further inquire on how to obtain the C2D license contact the Nevada State Contractor's Board at (775) 688-1141.

OR

Vendors who are listed as a public utility with the Nevada Public Utilities Commission must submit with their proposal, a copy of their Certificate of Public Conveyance and Necessity (CPCN) in lieu of the C2D license.

3.2.6 The State of Nevada will not accept or pay any early termination fees for the services as described in the qualifications.

3.3 TECHNICAL MINIMUM QUALIFICATIONS

It is ***mandatory*** that each component listed below in the Technical Minimum Qualifications be addressed. Failure to address each component will result in disqualification of the RFQ response.

Vendors proposing to receive an award through this RFQ must provide a detailed description of their SOQ, which must include, at a minimum, the following information.

3.3.1 Ethernet

3.3.1.1 The State is seeking proposals from qualified firms to provide Telecommunications Service for Fiber Optic Ethernet Services (MAN). Qualified vendors are invited to submit a proposal for installation and reoccurring service bid for copper and/or fiber optic Ethernet Metropolitan Area Network services. All equipment included in this option will be owned and maintained by the awarded vendor(s).

3.3.1.2 All proposals should include a sample of detailed billing.

3.3.1.3 Distribution location connections must be able to support the consolidated of remote site services without over subscription (e.g. ten remote sites at 100 MBPS connecting to a single 1000 MBPS line at one Distribution location).

3.3.1.4 Responses must include:

A. Distribution locations – will have consolidation lines.

B. All Ethernet services proposed must be capable of operating with an average of less than 20ms, for reliable VOIP operation. Any proposals unable to meet this requirement will be rejected.

C. Proposals can be submitted for specific geographical regions and/or specific service areas. Vendors must specify in their submittal whether they are proposing statewide or for which specific service area.

3.3.1.5 The following information is required to be provided in vendor's submittal:

A. Maximum number of MAC addresses customer can make use of without additional charges.

B. A sample of vendor's standard Service Level Agreement (SLA) for your proposal. All SLA's must be written to support VOIP requirements, mean time of response, and mean time of repair, committed information rates, and availability.

C. Indicate any options available.

D. An implementation timeline proposal starting TBD.

E. Indicate how charges will be incurred as services are implemented.

F. What specific geographical area does the vendor service.

3.3.1.6 Describe any tools, systems, or services offered as part of the network(s) provided for proactive problem detection, response, and notification of State personnel. Indicate if this is an optional basis.

3.3.2 MPLS Service

3.3.2.1 The State of Nevada is seeking communications alternatives to its current T-1 infrastructure to rural communities. These circuits may be used for backbone transport or diversified paths from a location. MPLS is an option that the State seeks to use to increase bandwidth to specific locations. **All responses must meet a class of service**

level capable of supporting time sensitive applications such as VOIP and video.

3.3.2.2 Responses must include the following information:

A. A sample of vendor's standard Service Level Agreement (SLA) for your proposal. All SLA's must be written to support VOIP requirements, mean time of response, mean time of repair, committed information rates, and availability.

B. Indicate any options available.

C. An implementation timeline proposal starting TBD.

D. Indicate how charges will be incurred as services are implemented.

E. What specific geographical area does the bidder service.

3.3.2.3 Describe any tools, systems, or services offered as part of the network(s) provided for proactive problem detection, response, and notification of State personnel. Indicate if this is an optional basis.

3.3.3 SIP Trunking

3.3.3.1 Describe the availability of SIP trunking. Specify all available geographic areas within the State of Nevada with provisioning for SIP trunking. List any other services necessary to deliver SIP trunking to customer premises.

3.3.3.2 State whether vendor's proposed solution based on a native-SIP design or is optional hardware/software required? Indicate if optional equipment is required to support SIP Communications protocol specifications.

3.3.3.3 Indicate if optional SIP proxy gateways are required.

3.3.3.4 State whether vendor's proposed solution support SIP-enabled applications, such as Internet conferencing, telephony services and features, presence, events notification and instant messaging? Indicate if optional server equipment is required.

3.3.4 DSL/Cable Modem Remote Office Business Solutions

3.3.4.1 Describe if the service solution is a Cable Modem, DSL, or other solutions that may meet the needs of remote office solutions.

3.3.4.2 Indicate which geographically area or city the service is available.

3.3.4.3 The State is seeking proposals for three levels of bandwidth service for scoring purposes. The State recognizes a vendor may offer additional levels of services.

3.3.4.4 The State will not accept any level of service of less than 1.5 Mbps of either download or upload speeds.

3.3.4.5 The proposed service must be for business level of use.

3.3.5 Voice Services

3.3.5.1 Within the proposal response, vendors must provide information regarding their approach to meeting the requirements described within this RFQ.

3.3.5.2 The cost of any initial installation replacement of existing lines/circuits by vendors will be the responsibility of the vendors as part of doing business with the State.

3.3.5.3 As part of this RFQ, vendors are required to have capability to PIC to the State of Nevada's designated long distance carrier's network for intraLATA, interLATA, interstate and international switched or dedicated long distance services and they must be restricted from PIC change. In the event that any calls are billed by any entity other than the awarded vendor(s), the difference in price shall be the responsibility of the awarded vendor(s). Vendors must disclose any restrictions, limitations or other situations that may prohibit this PIC capability. Vendors must explain and identify if there will be any additional costs for this service or if this will be included at no additional cost to the State.

3.3.5.4 Vendors must position themselves to enable the State to take advantage of emerging technologies that would be beneficial to the State during the life of this contract(s). The State expects the vendors to be proactive in the deployment of leading edge technologies that will offer additional value to the State's clients. The vendors should commit to providing these services and upgrades and to working with the State to implement them where advantageous to the State at rates discounted and structured consistent with the other rates proposed. New services and capabilities must be reviewed and approved by Enterprise Information Technology Services (EITS) prior to being added to contracts and prior to being offered to agencies.

3.3.5.5 Vendors must specifically state the geographical areas of LATA 721 they are proposing to provide service for.

3.3.5.6 Vendors must specify response times for maintenance services and billing inquiries regarding each of the vendor proposed services.

3.3.5.7 Digital and Analog Centrex and POTS Service

A. Centrex services must include station-to-station calling within the Centrex group, local telephone network access, and access to the State's long distance network/provider. Station to station calling between Centrex groups within the local calling area in selected locations, if available, is desired. All local service requested as part of this RFQ must be provided 24 hours a day, 365 days a year, with service to meet or exceed 99.95% availability.

B. The State requires service comparable to services currently provided by the existing provider. Please state all features available within this service and pricing to include 1FB and 1MB service.

C. The State is aware of some Customer Premise Equipment with unique compatibility to the current service provider's switching equipment. If Customer Premise Equipment changes are required it will be at the awarded vendors' expense.

D. The State prefers not to undergo any number changes. The vendors must provide for local number portability at no charge to the State. Vendors must define the process of local number portability.

E. The awarded vendor(s) must provide standard attendant console features and capabilities. Standard attendant console features and capabilities include but are not limited to: Busy Line Verification; Call Waiting Lamps; Camp-on; Indication of Camp-on; Conference; Control of Facilities; Direct Station Selection; I.D. of Incoming Calls; Intercom; Tie Trunk Busy Verification; Dial Through Attendant; Multiple Console Operation; Multiple Listed Directory Numbers; Night Service; Access to Paging; Position Busy; Toll Diversion to Attendant; Trunk Group Busy Lamps; Two-Way Splitting; Access to Code Calling; Call Transfer; and Multi-Position Hunting.

F. Upon request, the awarded vendor(s) must agree to suspend Centrex service on any line or group of lines for a temporary period at a reduced line rate, not to exceed 50% of the normal monthly rates. The State expects that no non-recurring charge will be assessed for this service. This service suspension capability is required for State entities during seasonal or unique situations.

G. Awarded vendor(s) must agree to make all requested changes for moves, adds, and changes to Centrex line features and attributes including changes to trunk groups and call hunting, etc. within 48 hours from the receipt of request, unless the required change is service affecting, in which case the changes must be made immediately upon receipt of request. This is a requirement for all State entities.

H. The State may employ services to remotely access selected central office switches to make moves, adds and changes to Centrex line features and attributes on both a near real-time and batch basis. A graphical user interface (GUI) is highly desirable. This functionality should be provided at the awarded vendor(s) expense to accommodate future requirements. The ability to access control tables relation to translation tables to administer trunk groups, call hunting tables, etc. that will enable the user to fully administer and run reports mirroring a PBX administration environment is highly desirable. The specific functionality desired will be negotiated with the awarded vendor(s). If vendors are unable to provide this functionality to the State, the vendors must agree to make all requested changes within 48 hours from the receipt of request, unless the required change is service affecting, in which case the changes must be made immediately upon receipt of request. This is a requirement for all State entities.

I. Awarded vendor(s) must provide network intercept to recorded announcement as an inherent network capability when a call cannot be completed. On request by the State, the vendors must also provide customized announcements including call referral to another number. The awarded vendor(s) must allow intercept announcements for a minimum of six (6) months for number changes or until the new number is published in a directory of the most commonly used LEC in the respective service area.

J. The awarded vendor(s) must provide for total security of information and services provided. This must include holding all databases and call records as confidential. Other dialing restrictions required by the State include, but are not limited to, calls to 900/976 numbers, access to other carriers (1010xxx) and any class features offered on a charge per use basis. EITS may make exceptions to these restrictions only upon written request. Other screening that is available within the vendors' network must be provided to prevent any unauthorized charges to the State. The awarded vendor(s) must credit any unauthorized charges associated with Centrex services or other local services to the State. The awarded vendor(s) must provide systems to ensure that orders for moves, changes, additions and deletions to

local services will be accepted only from individuals authorized by the State.

3.3.6 Voice Mail Services

3.3.6.1 Voice processing should provide for a variety of services and features with user-friendly interface operation. Voice mail offerings should be integrated with the line for personalized greetings and message retrievals including message waiting indication and remote message notification. It should provide for a minimum of 30 minutes and a maximum of 60 minutes of voice storage per mailbox with message length of 3 minutes maximum. Automated Attendant capability should be provided as applications dictate.

3.3.6.2 The State requires service comparable to service currently provided as described below:

A. Voice Mail is a service that allows users to send, store and receive voice messages in the user's own voice. Each user has a personal 'mailbox', accessible 24 hours a day from touchtone telephones. Each mailbox is protected by a password selected by and known only to the user.

B. Users may dial directly into Voice Mail to hear their messages or to send messages to other mailbox holders. After hearing their messages, users may save or erase them or redirect them to other mailbox holders. Users may also send messages with a variety of special options, such as urgent or confidential. The same message may be recorded once and sent to a group of people.

C. Users also have the option to use Voice Mail in conjunction with 'Call Forwarding Variable', 'Call Forwarding Busy', and/or 'Call Forwarding Don't Answer' to answer their telephones. Voice Mail records the sender's voice to allow for message taking. Users may elect to be notified of messages in their mailbox via a Paging Option. (The user must subscribe to a paging service of their choice.) Voice Mail Service is provided using equipment that is operated and maintained by AT&T.

D. Vendors must provide a complete technical and functional description of all voice processing system(s) offered.

3.3.7 Direct Inward Dialing/Direct Outward Dialing Capability

3.3.7.1 Describe analog and digital capabilities that provide DID, DOD and 2-way trunk services to premise switches.

3.3.7.2 Vendors must specify incremental blocks of DID numbers available with DID trunk services.

3.3.7.3 Awarded vendor(s) must provide DID/DOD capability 24 hours a day, 365 days a year. Access to the State's outbound facilities (DOD) should not exceed 1% based on total busy hour blockage/total hour attempts.

3.3.8 Directory Services

3.3.8.1 The awarded vendor(s) must provide full Directory Services to the State at no additional cost.

3.3.8.2 Awarded vendor(s) must publish a directory listing in the white page directory of the most commonly used LEC in the respective service area. Vendors must indicate if there is an additional cost for this service or if it is included at no additional cost to the State.

3.3.8.3 Awarded vendor(s) must provide 24 hour directory assistance for those geographical areas where those services are provided.

3.3.8.4 Awarded vendor(s) must provide referral services, if required, at no cost to the State.

3.3.8.5 Directory assistance service must be provided to include requests for all domestic locations to the extent that listings are available. Directory Assistance Call Completion Service must not be allowed unless it is provided without charge.

3.3.9 E911 and 911

3.3.9.1 Emergency calls via E911 must be carried and be compatible with all E911 emergency notification networks within the proposed areas. The awarded vendor(s) must ensure that calls to E911 centers indicate the actual street level address of the calling number. The awarded vendor(s) will work with the State to implement PBX 911 where a PBX provides service to multiple buildings or locations.

3.3.10 Management Reports

3.3.10.1 The awarded vendor(s) shall be responsible for all aspects of service, quality, reliability, interconnectivity, and interoperability of the services offered. The awarded vendor(s) must provide at no cost to the State, quarterly written reports that detail the following items as well as describe the media type options that are available for each:

A. The percentage blocking of the State's access facilities for all requested locations.

B. Percent availability of all required services and features at requested locations.

C. Dedicated circuit outages to include circuit description, down time, repair time, reason for failure, and corrective action to prevent reoccurrence.

D. Switched service outages at requested locations to include facilities description, down time, repair time, reason for failure, and corrective action to prevent reoccurrence.

3.3.10.2 Busy studies, when requested, must be provided to the State within 15 business days of the last day of the study. In lieu of a written report, the State prefers on-line retrieval via the Internet within 48 hours.

3.3.10.3 Vendors must describe all standard reports and any special reports available to the State for local services including quarterly inventories of all local services provided.

3.3.11 T-1 Service/PRI

3.3.11.1 Vendors must provide a chart indicating the types of circuits available and in what increments these circuits are available. Vendor must include which geographic locations within the State these circuits are available and specify all recurring and non-recurring costs. Please provide lead times for install.

3.3.12 Support

3.3.12.1 In the event the State experiences trouble when using vendors' network of services, explain the recommended procedure for reporting trouble. From the initial contact by the State, describe the steps taken within vendors' organization to resolve trouble conditions, representative elapsed times for each step and how the State is kept informed of progress. Provide mean time to repair (MTTR) data and specify whether or not such data is audited by any regulatory agency.

3.3.12.2 Vendors must provide an escalation procedure and contact list to be used for unresolved troubles, including names, titles, and phone numbers of contact persons in the escalation chain. Major Service affecting problems that are not resolved within two hours of the time of notification of trouble will constitute a prolonged outage and will be escalated.

3.3.12.3 Vendors must describe the organizational support structure for their company, and the level of support they are proposing to assign for all services required in this RFQ.

3.3.12.4 For trouble isolation involving multiple interfaces between the IXC and LEC/CLEC equipment where no particular fault can be determined to be a specific vendor issue prior to repair, the problem must be resolved without charge to the State.

3.3.12.5 The awarded vendor(s) must be responsible for determining the cause for service outages and providing that determination to the State at no cost. Those troubles that are determined to be the result of the LEC/CLEC facilities failure must be repaired without cost to the State. Specifically, in the event the failure is determined to be on the customer side of the demarcation point, the State must not be charged for such failure determination.

3.3.12.6 Vendors must describe and provide documentation showing typical repair times by service type on historical information.

3.3.12.7 Awarded vendor(s) must provide the following service:

A. Outages must be corrected and fixed within 24 hours of occurrence.

B. Awarded vendor(s) must update the state agency or customer covered by this RFQ within 2 hours of an outage.

4. COMPANY BACKGROUND AND REFERENCES

4.1 VENDOR INFORMATION

4.1.1 Vendors must provide a company profile in the table format below.

Question	Response
Company name:	
Ownership (sole proprietor, partnership, etc.):	
State of incorporation:	
Date of incorporation:	
# of years in business:	
List of top officers:	
Location of company headquarters:	
Location(s) of the company offices:	
Location(s) of the office that will provide the services described in this RFQ:	
Number of employees locally with the expertise to support the requirements identified in this RFQ:	

Question	Response
Number of employees nationally with the expertise to support the requirements in this RFQ:	
Location(s) from which employees will be assigned for this project:	

4.1.2 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

4.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS76. Information regarding the Nevada Business License can be located at http://sos.state.nv.us.

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

Is "Legal Entity Name" the same name as vendor is doing business as?

Yes		No	

If "No", provide explanation.

4.1.4 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

4.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes		No	

If "Yes", complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

4.1.6 Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	

If "Yes", please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person will be performing or producing the services which you will be contracted to provide under this contract, you must disclose the identity of each such person in your response to this RFQ, and specify the services that each person will be expected to perform.

4.1.7 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFQ must also be disclosed. Does any of the above apply to your company?

Yes		No	

If "Yes", please provide the following information. Table can be duplicated for each issue being identified.

Question	**Response**	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, or litigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

4.1.8 Vendors must review the insurance requirements specified in ***Attachment E, Insurance Schedule for RFQ 3167.*** Does your organization currently have or

will your organization be able to provide the insurance requirements as specified in ***Attachment E.***

Yes		No	

Any exceptions and/or assumptions to the insurance requirements ***must*** be identified on ***Attachment B, Technical Certification of Compliance with Terms and Conditions of RFQ.*** Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of their RFQ response submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Upon contract award, the successful vendor ***must*** provide the Certificate of Insurance identifying the coverages as specified in ***Attachment E, Insurance Schedule for RFQ 3167.***

4.1.9 Company background/history and why vendor is qualified to provide the services described in this RFQ. Limit response to no more than five (5) pages.

4.1.10 Length of time vendor has been providing services described in this RFQ to the public and/or private sector. Please provide a brief description.

4.1.11 Financial information and documentation to be included in ***Part II, Confidential Financial Information*** of vendor's response in accordance with ***Section 9.4, Part II – Confidential Financial Information***.

4.1.11.1 Dun and Bradstreet Number

4.1.11.2 Federal Tax Identification Number

4.2 SUBCONTRACTOR INFORMATION

4.2.1 Does this RFQ response include the use of subcontractors?

Yes		No	

If "Yes", vendor must:

4.2.1.1 Identify specific subcontractors and the specific requirements of this RFQ for which each proposed subcontractor will perform services.

4.2.1.2 If any tasks are to be completed by subcontractor(s), vendors must:

A. Describe the relevant contractual arrangements;

B. Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and

C. Describe your previous experience with subcontractor(s).

4.2.1.3 Vendors must describe the methodology, processes and tools utilized for:

A. Selecting and qualifying appropriate subcontractors for the project/contract;

B. Ensuring subcontractor compliance with the overall performance objectives for the project; and

C. Ensuring that subcontractor deliverables meet the quality objectives of the project/contract; and

D. Providing proof of payment to any subcontractor(s) used for this project/contract, if requested by the State. Proposal should include a plan by which, at the State's request, the State will be notified of such payments.

4.2.1.4 Provide the same information for any proposed subcontractors as requested in ***Section 4.1, Vendor Information***.

4.2.1.5 Business references as specified in ***Section 4.3, Business References*** must be provided for any proposed subcontractors.

4.2.1.6 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

4.2.1.7 Vendor must notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFQ in ***Section 4.2, Subcontractor Information***. The vendor must receive agency approval prior to subcontractor commencing work.

4.3 BUSINESS REFERENCES

4.3.1 Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last three (3) years.

4.3.2 Vendors must provide the following information for ***every*** business reference provided by the vendor and/or subcontractor:

The "Company Name" must be the name of the proposing vendor or the vendor's proposed subcontractor.

Reference #:			
Company Name:			
Identify role company will have for this RFQ project (Check appropriate role below):			
	VENDOR		***SUBCONTRACTOR***
Project Name:			
Primary Contact Information			
Name:			
Street Address:			
City, State, Zip			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Alternate Contact Information			
Name:			
Street Address:			
City, State, Zip			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Project Information			
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:			
Original Project/Contract Start Date:			
Original Project/Contract End Date:			
Original Project/Contract Value:			
Final Project/Contract Date:			
Was project/contract completed in time originally allotted, and if not, why not?			
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?			

4.3.3 Vendors must also submit ***Attachment F, Reference Questionnaire*** to the business references that are identified in ***Section 4.3.2***.

4.3.4 The company identified as the business references must submit the Reference Questionnaire directly to the Purchasing Division.

4.3.5 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in ***Section 8, RFQ***

Timeline for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

4.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

4.4 VENDOR STAFF RESUMES

A resume must be completed for each proposed key personnel responsible for performance under any contract resulting from this RFQ per ***Attachment G, Proposed Staff Resume.***

5. COST

5.1 Vendors will be selected based solely on their Statements of Qualifications. No cost proposals are required during the procurement process.

5.2 Once the pool of vendors has been selected, end users will ask, at their sole discretion, any number of awarded vendors to submit a cost proposal for the needed scope of work.

6. FINANCIAL

6.1 PAYMENT

6.1.1 Upon review and acceptance by the State, payments for invoices are normally made within 45 – 60 days of receipt, providing all required information, documents and/or attachments have been received.

6.1.2 Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this RFQ electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

6.2 BILLING

6.2.1 The State does not issue payment prior to receipt of goods or services.

6.2.2 The vendor must bill the State as outlined in the approved contract and/or payment schedule.

6.2.3 Vendors may propose an alternative payment option. Alternative payment options must be listed on ***Attachment B, Certification of Compliance with Terms and Conditions of the RFQ.*** Alternative payment options will be considered if deemed in the best interest of the State, project or service solicited herein.

7. WRITTEN QUESTIONS AND ANSWERS

The Purchasing Division will accept questions and/or comments in writing, received by email regarding this RFQ.

7.1 QUESTIONS AND ANSWERS

7.1.1 The RFQ Question Submittal Form is located on the Services RFP/RFQ Opportunities webpage at http://purchasing.state.nv.us/services/sdocs.htm. Select this RFQ number and the "Question" link.

7.1.2 The deadline for submitting questions is as specified in ***Section 8, RFQ Timeline***.

7.1.3 All questions and/or comments will be addressed in writing and responses emailed or faxed to prospective vendors on or about the date specified in ***Section 8, RFQ Timeline***.

8. RFQ TIMELINE

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time.

Task	Date/Time
Deadline for submitting questions	01/29/15 @ 2:00 PM
Answers posted to website	On or about 02/06/15
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 02/24/15
Deadline for submission and opening of SOQs	No later than 2:00 PM on 02/25/15
Evaluation period (approximate time frame)	02/26/15 - 03/16/15
Selection of vendor	On or about 03/17/15
Anticipated BOE approval	01/12/16
Contract start date (contingent upon BOE approval)	03/01/16

9. RFQ RESPONSE SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

9.1 GENERAL SUBMISSION REQUIREMENTS

Vendors' RFQ responses must be packaged and submitted in counterparts; therefore, vendors must pay close attention to the submission requirements. RFQ responses will have a technical response, which may be composed of two (2) parts in the event a vendor determines that a portion of their technical response qualifies as "confidential" as defined within ***Section 2, Acronyms/Definitions.***

If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with ***Section 9.3, Part I B – Confidential Technical SOQ and Section 9.4, Part II Confidential Financial Information.*** Specific references made to the tab, page, section and/or paragraph where the confidential information can be located must be identified on ***Attachment A, Confidentiality and Certification of Indemnification*** and comply with the requirements stated in ***Section 9.5, Confidentiality of RFQ Response.***

Vendors may submit their proposal broken out into the two (2) sections required, or three (3) sections if confidential technical information is included, in a single box or package for shipping purposes.

The required CDs must contain information as specified in ***Section 9.5.4***.

Detailed instructions on RFQ response submission and packaging follows and vendors must submit their responses as identified in the following sections. Proposals and CDs that do not comply with the following requirements may be deemed non-responsive and rejected at the State's discretion.

9.1.1 All information is to be completed as requested.

9.1.2 Each section within the RFQ response must be separated by clearly marked tabs with the appropriate section number and title as specified in the following sections.

9.1.3 Although it is a public opening, only the names of the vendors submitting RFQ responses will be announced per NRS 333.335(6). Technical and cost details about responses submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFQ opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two (2) days in advance of the opening.

9.1.4 If discrepancies are found between two (2) or more copies of the RFQ response, the master copy will provide the basis for resolving such discrepancies. If one (1) copy of the RFQ response is not clearly marked "MASTER," the State may reject the response. However, the State may at its sole option, select one (1) copy to be used as the master.

9.1.5 For ease of evaluation, the RFQ response must be presented in a format that corresponds to and references sections outlined within this RFQ and must be presented in the same order. Written responses must be placed immediately following the applicable RFQ question, statement and/or section and must be presented in a style/format that is easily distinguishable from RFQ language. Exceptions/assumptions to this may be considered during the evaluation process.

9.1.6 RFQ responses are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ. Expensive bindings, colored displays, promotional materials, etc., are not

necessary or desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.

Unnecessarily elaborate responses beyond what is sufficient to present a complete and effective response to this RFQ are not desired and may be construed as an indication of the proposer's lack of environmental and cost consciousness. Unless specifically requested in this RFQ, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

The State of Nevada, in its continuing efforts to reduce solid waste and to further recycling efforts requests that responses, to the extent possible and practical:

9.1.6.1 Be submitted on recycled paper;

9.1.6.2 Not include pages of unnecessary advertising;

9.1.6.3 Be printed on both sides of each sheet of paper; and

9.1.6.4 Be contained in re-usable binders rather than with spiral or glued bindings.

9.1.7 For purposes of addressing questions concerning this RFQ, the sole contact will be the Purchasing Division as specified on Page 1 of this RFQ. Upon issuance of this RFQ, other employees and representatives of the agencies identified in the RFQ will not answer questions or otherwise discuss the contents of this RFQ with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent RFQ response per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

9.1.8 Any vendor who believes the requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be received no later than the deadline for submission of questions.

The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFQ.

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

9.1.9 If a vendor changes any material RFQ language, vendor's response may be deemed non-responsive per NRS 333.311.

9.2 PART I A – TECHNICAL STATEMENT OF QUALIFICATIONS (SOQ)

9.2.1 The technical SOQ must include:

9.2.1.1 One (1) original marked "MASTER"; and
9.2.1.2 Five (5) identical copies.

9.2.2 The technical SOQ ***must not include*** confidential technical information (refer to ***Section 9.3, Part I B, Confidential Technical SOQ***) or cost and/or pricing information. Cost and/or pricing information contained in the technical SOQ may cause the RFQ response to be rejected.

9.2.3 Format and Content

9.2.3.1 Tab I – Title Page

The title page must include the following:

Part I A – Technical SOQ	
RFQ Title:	Local Exchange Telecommunications Voice, Data and Transport Services for Southern Nevada
RFQ:	3167
Vendor Name:	
Address:	
Opening Date:	February 25, 2015
Opening Time:	2:00 PM

9.2.3.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

9.2.3.3 Tab III – Vendor Information Sheet

The vendor information sheet completed with an original signature by an individual authorized to bind the organization must be included in this tab.

9.2.3.4 Tab IV – State Documents

The State documents tab must include the following:

A. The signature page from all amendments with an original signature by an individual authorized to bind the organization.

B. Attachment A – Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.

C. Attachment C – Vendor Certifications with an original signature by an individual authorized to bind the organization.

D. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.

E. Copies of applicable certifications and/or licenses.

9.2.3.5 Tab V - Attachment B, Technical Certification of Compliance with Terms and Conditions of RFQ

A. ***Attachment B*** with an original signature by an individual authorized to bind the organization must be included in this tab.

B. If the exception and/or assumption require a change in the terms or wording of any section of the RFQ, the contract, or any incorporated documents, vendors ***must*** provide the specific language that is being proposed on ***Attachment B***.

C. Only technical exceptions and/or assumptions should be identified on ***Attachment B***.

D. The State will not accept additional exceptions and/or assumptions if submitted after the RFQ response deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

9.2.3.6 Tab VI – Section 3.2 – General Minimum Qualifications

Vendors must place their written response(s) in ***bold/italics*** immediately following the applicable RFQ question, statement and/or section.

9.2.3.7 Tab VII – Section 3.3 – Technical Minimum Qualifications

Vendors must place their written response(s) in ***bold/italics*** immediately following the applicable RFQ question, statement and/or section.

9.2.3.8 Tab VIII– Section 4 – Company Background and References

Vendors must place their written response(s) in ***bold/italics*** immediately following the applicable RFQ question, statement and/or section. This section must also include the requested information in ***Section 4.2, Subcontractor Information***, if applicable.

9.2.3.9 Tab IX – Attachment G – Proposed Staff Resume

A. Vendors must include all proposed staff resumes per ***Section 4.4, Vendor Staff Resumes*** in this section.

B. This section should also include any subcontractor proposed staff resumes, if applicable.

9.2.3.10 Tab X – Other Informational Material

Vendors must include any other applicable reference material in this section clearly cross referenced with the RFQ response.

9.3 PART I B – CONFIDENTIAL TECHNICAL SOQ

9.3.1 Vendors only need to submit Part I B if the SOQ includes any confidential technical information ***(Refer to Attachment A, Confidentiality and Certification of Indemnification)***.

9.3.2 The confidential technical SOQ must include:

9.3.2.1 One (1) original marked "MASTER"; and

9.3.2.2 Five (5) identical copies.

9.3.3 Format and Content

9.3.3.1 Tab I – Title Page

The title page must include the following:

Part I B – Confidential Technical SOQ	
RFQ Title:	Local Exchange Telecommunications Voice, Data and Transport Services for Southern Nevada
RFQ:	3167
Vendor Name:	
Address:	
Opening Date:	February 25, 2015
Opening Time:	2:00 PM

9.3.3.2 Tabs – Confidential Technical

Vendors must have tabs in the confidential technical information that cross reference back to the technical SOQ, as applicable.

9.4 PART II – CONFIDENTIAL FINANCIAL INFORMATION

9.4.1 The confidential financial information part must include:

9.4.1.1 One (1) original marked "MASTER"; and
9.4.1.2 One (1) identical copy.

9.4.2 Format and Content

9.4.2.1 Tab I – Title Page

The title page must include the following:

Part II – Confidential Financial Information	
RFQ Title:	Local Exchange Telecommunications Voice, Data and Transport Services for Southern Nevada
RFQ:	3167
Vendor Name:	
Address:	
Opening Date:	February 25, 2015
Opening Time:	2:00 PM

9.4.2.2 Tab II – Financial Information and Documentation

Vendors must place the information required per ***Section 4.1.11*** in this tab.

9.5 CONFIDENTIALITY OF SOQS

9.5.1 As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.

9.5.2 Vendors are required to submit written documentation in accordance with ***Attachment A, Confidentiality and Certification of Indemnification*** demonstrating the material within the RFQ response marked "confidential" conforms to NRS §333.333, which states "Only specific parts of the RFQ response may be labeled a "trade secret" as defined in NRS §600A.030(5)". Not conforming to these requirements will cause your RFQ response to be deemed non-compliant and will not be accepted by the State of Nevada.

9.5.3 Vendors acknowledge that material not marked as "confidential" will become public record upon contract award.

9.5.4 The required CDs must contain the following:

9.5.4.1 One (1) **"Master"** CD with an exact duplicate of the technical proposal(s) contents only.

A. The electronic files must follow the format and content section for the technical proposal(s).

B. The CD must be packaged in a case and clearly labeled as follows:

Master CD	
RFQ:	3167
Vendor Name:	
Contents:	Part IA – Technical SOQ
	Part IB – Confidential Technical SOQ

9.5.4.2 One (1) **"Public Records CD"** with the technical contents to be used for public records requests.

A. This CD **<u>must not</u>** contain any confidential or proprietary information.

B. The electronic files must follow the format and content section for the redacted versions of the technical proposal.

C. All electronic files ***must*** be saved in "PDF" format.

D. The CD must be packaged in a case and clearly labeled as follows:

Public Records CD	
RFQ:	3167
Vendor Name:	
Contents:	Part IA – Technical SOQ for Public Records Request

9.5.5 The Public Records submitted on the CD will be posted to the Purchasing Website upon the Notice of Award.

9.5.6 It is the vendor's responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation.

9.5.7 Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by release of said information.

9.6 RFQ RESPONSE PACKAGING

9.6.1 If the separately sealed technical and cost proposals as well as confidential technical information and financial documentation, marked as required, are

enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked as follows:

9.6.2 Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate these labels for ease and accuracy of RFQ response packaging.

Teri Becker **State of Nevada, Purchasing Division** **515 E. Musser Street, Suite 300** **Carson City, NV 89701**	
RFQ:	3167
OPENING DATE:	February 25, 2015
OPENING TIME:	2:00 PM
FOR:	Local Exchange Telecommunications Voice, Data and Transport Services for Southern Nevada
VENDOR'S NAME:	

9.6.3 RFQ responses ***must be received at the address referenced below no later than the date and time specified in Section 8, RFQ Timeline.*** RFQ responses that do not arrive by the scheduled opening date and time ***will not be accepted***. Vendors may submit their RFQ response any time prior to the above stated deadline.

9.6.4 The State will not be held responsible for RFQ response envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone responses will NOT be considered; however, at the State's discretion, the RFQ response may be submitted all or in part on electronic media, as requested within the RFQ document. RFQ responses may be modified by facsimile, e-mail or written notice provided such notice is received prior to the scheduled opening date and time.

9.6.5 The technical SOQ shall be submitted to the State in a sealed package and be clearly marked as follows:

Teri Becker **State of Nevada, Purchasing Division** **515 E. Musser Street, Suite 300** **Carson City, NV 89701**	
RFQ:	3167
RFQ COMPONENT:	Part I A – Technical SOQ
OPENING DATE:	February 25, 2015
OPENING TIME:	2:00 PM
FOR:	Local Exchange Telecommunications Voice, Data and Transport Services for Southern Nevada
VENDOR'S NAME:	

9.6.6 If applicable, confidential technical information shall be submitted to the State in a sealed package and be clearly marked as follows:

Teri Becker **State of Nevada, Purchasing Division** **515 E. Musser Street, Suite 300** **Carson City, NV 89701**	
RFQ:	3167
RFQ COMPONENT:	Part I B – Confidential Technical SOQ
OPENING DATE:	February 25, 2015
OPENING TIME:	2:00 PM
FOR:	Local Exchange Telecommunications Voice, Data and Transport Services for Southern Nevada
VENDOR'S NAME:	

9.6.7 Confidential financial information shall be submitted to the State in a sealed package and be clearly marked as follows:

Teri Becker **State of Nevada, Purchasing Division** **515 E. Musser Street, Suite 300** **Carson City, NV 89701**	
RFQ:	3167
RFQ COMPONENT:	Part II – Confidential Financial Information
OPENING DATE:	February 25, 2015
OPENING TIME:	2:00 PM
FOR:	Local Exchange Telecommunications Voice, Data and Transport Services for Southern Nevada
VENDOR'S NAME:	

9.6.8 The CDs shall be submitted to the State in a sealed package and be clearly marked as follows:

Teri Becker **State of Nevada, Purchasing Division** **515 E. Musser Street, Suite 300** **Carson City, NV 89701**	
RFQ:	3167
RFQ COMPONENT:	CDs
OPENING DATE:	February 25, 2015
OPENING TIME:	2:00 PM
FOR:	Local Exchange Telecommunications Voice, Data and Transport Services for Southern Nevada
VENDOR'S NAME:	

10. RFQ RESPONSE EVALUATION AND AWARD PROCESS

The information in this section does not need to be returned with the vendor's response.

10.1 General Minimum Qualifications shall be evaluated on a pass/fail basis. Only vendors who meet the General Minimum Qualifications will have their Technical SOQs considered.

10.2 Technical SOQs shall be consistently evaluated and scored on a pass/fail basis in accordance with NRS §333.335 based upon the following criteria listed below:

10.2.1 Demonstrated competence

10.2.2 Experience in performance of comparable engagements

10.2.3 Conformance with the terms of this RFQ

10.2.4 Expertise and availability of key personnel

Note: Financial stability will be scored on a pass/fail basis.

RFQ responses shall be kept confidential until a contract is awarded.

10.3 The State may also contact the references provided in response to *Section 4.3, Business References*; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of an RFQ response; and seek and review any other information deemed pertinent to the evaluation process.

10.4 Each vendor must include in its RFQ response a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any RFQ response. The State reserves the right to reject any RFQ response based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS 333.335.

10.5 Clarification discussions may, at the State's sole option, be conducted with vendors who submit RFQ responses determined to be acceptable and competitive per NAC 333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of RFQ responses. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from RFQ responses submitted by competing vendors. Any modifications made to the original RFQ response during the best and final negotiations will be included as part of the contract.

10.6 A Notification of Intent to Award shall be issued in accordance with NAC 333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all

vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFQ.

10.7 Any contract(s) resulting from this RFQ shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

11. TERMS AND CONDITIONS

11.1 PROCUREMENT AND SOQ TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's RFQ response. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on ***Attachment B, Technical Certification of Compliance.*** In order for any exceptions and/or assumptions to be considered they **MUST** be documented in ***Attachment B.*** The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

11.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.

11.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFQ, or to withdraw this RFQ, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.

11.1.3 The State reserves the right to waive informalities and minor irregularities in RFQ responses received.

11.1.4 For ease of responding to the RFQ, vendors are encouraged to download the RFQ from the Purchasing Division's website at http://purchasing.state.nv.us.

11.1.5 The failure to separately package and clearly mark ***Part I B and Part II*** – which contains confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.

11.1.6 RFQ responses must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements and lease purchase agreements. The omission of these documents renders an RFQ response non-responsive.

11.1.7 The State reserves the right to reject any or all RFQ responses received prior to contract award (NRS 333.350).

11.1.8 The State shall not be obligated to accept the lowest priced RFQ response, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS 333.335).

11.1.9 Any irregularities or lack of clarity in the RFQ should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.

11.1.10 Descriptions on how any and all services and/or equipment will be used to meet the requirements of this RFQ shall be given, in detail, along with any additional informational documents that are appropriately marked.

11.1.11 Alterations, modifications or variations to an RFQ response may not be considered unless authorized by the RFQ or by addendum or amendment.

11.1.12 RFQ responses which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

11.1.13 RFQ responses from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter 281 and NRS Chapter 284.

11.1.14 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS 333.350(3).

11.1.15 Prices offered by vendors in their proposals to using agencies are an irrevocable offer for the term of the SLA and any extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal to using agencies. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.

11.1.16 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the RFQ response or any other such expenses incurred by the vendor in responding to the RFQ, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.

11.1.17 RFQ responses submitted per the submission requirements become the property of the State, selection or rejection does not affect this right; RFQ responses will be returned only at the State's option and at the vendor's request and expense. The masters of the technical SOQ, confidential technical SOQ, cost proposal and confidential financial information of each response shall be retained for official files.

11.1.18 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.

11.1.19 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and Chapter 333 of the Nevada Administrative Code.

11.2 CONTRACT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's RFQ response. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on ***Attachment B, Technical Certification of Compliance.*** In order for any exceptions and/or assumptions to be considered they **MUST** be documented in ***Attachment B***. The State will not accept additional exceptions and/or assumptions if submitted after the submission deadline.

11.2.1 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFQ, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.

11.2.2 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFQ. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

11.2.3 The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.

11.2.4 ***Attachment B*** of this RFQ shall constitute an agreement to ***all*** terms and conditions specified in the RFQ, except such terms and conditions that the vendor expressly excludes. Exceptions and assumptions will be taken into consideration as part of the evaluation process; however, vendors ***must*** be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

11.2.5 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties will consist of the RFQ together with any modifications thereto, and the awarded vendor's response, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: The final executed contract, any modifications and clarifications to the awarded vendor's RFQ response, the RFQ, and the awarded vendor's response. Specific exceptions to this general rule may be noted in the final executed contract.

11.2.6 Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFQ and any local government may join or use any contract resulting from this RFQ subject to all terms and conditions thereof pursuant to NRS 332.195. The State is not liable for the

obligations of any local government which joins or uses any contract resulting from this RFQ.

11.2.7 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.

11.2.8 Pursuant to NRS 613 in connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

11.3 PROJECT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's RFQ response. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on ***Attachment B, Technical Certification of Compliance.*** In order for any exceptions and/or assumptions to be considered they **MUST** be documented in ***Attachment B***. The State will not accept additional exceptions and/or assumptions if submitted after the submission deadline.

11.3.1 Award of Related Contracts

11.3.1.1 The State may undertake or award supplemental contracts for work related to this project or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors and the State in all cases.

11.3.1.2 All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

11.3.2 Products and/or Alternatives

11.3.2.1 The vendor shall not propose an alternative that would require the State to acquire hardware or software or change processes in order to function properly on the vendor's system unless vendor included a clear description of such proposed alternatives and clearly mark any descriptive material to show the proposed alternative.

11.3.2.2 An acceptable alternative is one the State considers satisfactory in meeting the requirements of this RFQ.

11.3.2.3 The State, at its sole discretion, will determine if the proposed alternative meets the intent of the original RFQ requirement.

11.3.3 State Owned Property

The awarded vendor shall be responsible for the proper custody and care of any State owned property furnished by the State for use in connection with the performance of the contract and will reimburse the State for any loss or damage.

11.3.4 Inspection/Acceptance of Work

11.3.4.1 It is expressly understood and agreed all work done by the contractor shall be subject to inspection and acceptance by the State.

11.3.4.2 Any progress inspections and approval by the State of any item of work shall not forfeit the right of the State to require the correction of any faulty workmanship or material at any time during the course of the work and warranty period thereafter, although previously approved by oversight.

11.3.4.3 Nothing contained herein shall relieve the contractor of the responsibility for proper installation and maintenance of the work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the State.

11.3.5 Travel

If travel is required, the following processes must be followed:

11.3.5.1 All travel must be approved in writing in advance by the Department.

11.3.5.2 Requests for reimbursement of travel expenses must be submitted on the State Claim for Travel Expense Form with original receipts for all expenses.

11.3.5.3 The travel expense form, with original signatures, must be submitted with the vendor's invoice.

11.3.5.4 Vendor will be reimbursed travel expenses and per diem at the rates allowed for State employees at the time travel occurs.

11.3.5.5 The State is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by vendor for a rental vehicle.

11.3.6 Completion of Work

Prior to completion of all work, the contractor shall remove from the premises all equipment and materials belonging to the contractor. Upon completion of the work, the contractor shall leave the site in a clean and neat condition satisfactory to the State.

11.3.7 Right to Publish

11.3.7.1 All requests for the publication or release of any information pertaining to this RFQ and any subsequent contract must be in writing and sent to the Department of Administration, Chief Information Officer or designee.

11.3.7.2 No announcement concerning the award of a contract as a result of this RFQ can be made without prior written approval of the Department of Administration, Chief Information Officer or designee.

11.3.7.3 As a result of the selection of the contractor to supply the requested services, the State is neither endorsing nor suggesting the contractor is the best or only solution.

11.3.7.4 The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with the specific advance written authorization of the Department of Administration, Chief Information Officer or designee.

11.3.7.5 Throughout the term of the contract, the contractor must secure the written approval of the State per ***Section 11.3.7.2*** prior to the release of any information pertaining to work or activities covered by the contract.

12. SUBMISSION CHECKLIST

This checklist is provided for vendor's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any RFQ response received without these requisite documents may be deemed non-responsive and not considered for contract award.

Part I A– Technical SOQ Submission Requirements		**Completed**
Required number of the Technical SOQ per submission requirements		
Tab I	Title Page	
Tab II	Table of Contents	
Tab III	Vendor Information Sheet	
Tab IV	State Documents	
Tab V	Attachment B – Technical Certification of Compliance with Terms and Conditions of RFQ	
Tab VI	Section 3.2 – General Minimum Qualifications	
Tab VII	Section 3.3 – Technical Minimum Qualifications	
Tab VIII	Section 4 – Company Background and References	
Tab IX	Attachment G – Proposed Staff Resumes	
Tab X	Other Information Material	
Part I B – Confidential Technical SOQ Submission Requirements		
Required number of the Confidential Technical SOQ per submission requirements		
Tab I	Title Page	
Tabs	Appropriate tabs and information that cross reference back to the technical proposal	
Part II – Confidential Financial Submission Requirements		
Required number of Confidential Financial Proposals per submission requirements		
Tab I	Title Page	
Tab II	Financial Information and Documentation	
CDs Required		
One (1)	Master CD with the Technical SOQ contents only	
One (1)	Public Records CD with the Technical SOQ contents only	
Reference Questionnaire Reminders		
Send out Reference Forms for Vendor (with Part A completed)		
Send out Reference Forms for proposed Subcontractors (with Part A completed, if applicable)		

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "confidential" **will not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors' technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFQ, vendors are requested to submit confidential information in separate binders marked "**Part I B Confidential Technical**" and "**Part II Confidential Financial**".

The State will not be responsible for any information contained within the proposal. Should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in ***Section 2 "ACRONYMS/DEFINITIONS."***

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part I B – Confidential Technical Information			
YES		NO	
Justification for Confidential Status			

A Public Records CD has been included for the Technical SOQ and Cost Proposal			
YES		NO	

Part II – Confidential Financial Information			
YES		NO	
Justification for Confidential Status			

Company Name

Signature

Print Name

Date

This document must be submitted in Tab IV of vendor's technical proposal

ATTACHMENT B – TECHNICAL CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFQ

I have read, understand and agree to comply with ***all*** the terms and conditions specified in this Request for Qualification.

YES _____ I agree to comply with the terms and conditions specified in this RFQ.

NO _____ I do not agree to comply with the terms and conditions specified in this RFQ.

If the exception and/or assumption require a change in the terms in any section of the RFQ, the contract, or any incorporated documents, vendors ***must*** provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

_____
Company Name

_____
Signature

_____ _____
Print Name Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFQ SECTION NUMBER	RFQ PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFQ SECTION NUMBER	RFQ PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

This document must be submitted in Tab V of vendor's technical proposal

ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

(1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.

(2) All proposed capabilities can be demonstrated by the vendor.

(3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.

(4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.

(5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.

(6) All conditions and provisions of this RFQ are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.

(7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFQ. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFQ, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

(8) All employees assigned to the project are authorized to work in this country.

(9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.

(10) The company has a written policy regarding compliance for maintaining a drug-free workplace.

(11) Vendor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

(12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.

(13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

_____
Vendor Company Name

_____
Vendor Signature

_____ _____
Print Name Date

This document must be submitted in Tab IV of vendor's technical proposal

ATTACHMENT D – CONTRACT FORM

The following State Contract Form is provided as a courtesy to vendors interested in responding to this RFQ. Please review the terms and conditions in this form, as this is the standard contract used by the State for all services of independent contractors. It is not necessary for vendors to complete the Contract Form with their proposal.

If exceptions and/or assumptions require a change to the Contract Form, vendors ***must*** provide the specific language that is being proposed on ***Attachment B, Technical Certification of Compliance with Terms and Conditions of RFQ.***

Please pay particular attention to the insurance requirements, as specified in *Paragraph 16 of the embedded contract* and *Attachment E, Insurance Schedule.*

Contract Form.doc

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at srvpurch@admin.nv.gov for an emailed copy.

ATTACHMENT E – INSURANCE SCHEDULE FOR RFQ 3167

The following Insurance Schedule is provided as a courtesy to vendors interested in responding to this RFQ. Please review the terms and conditions in the Insurance Schedule, as this is the standard insurance schedule used by the State for all services of independent contractors.

If exceptions and/or assumptions require a change to the Insurance Schedule, vendors ***must*** provide the specific language that is being proposed on ***Attachment B, Technical Certification of Compliance with Terms and Conditions of RFQ 3167.***

Attachment E
Insurance Schedule

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at srvpurch@admin.nv.gov for an emailed copy.

ATTACHMENT F – REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the RFQ process, requires proposing vendors to submit business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

INSTRUCTIONS TO PROPOSING VENDOR	
1.	Proposing vendor or vendor's proposed subcontractor **MUST** complete Part A of the Reference Questionnaire.
2.	Proposing vendor **MUST** send the following Reference Questionnaire to **EACH** business reference listed for completion of Part B, Part C and Part D.
3.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to: State of Nevada, Purchasing Division Subject: ***RFQ 3167*** Attention: ***Purchasing Division*** Email: rfpdocs@admin.nv.gov Fax: 775-684-0188 Please reference the RFQ number in the subject line of the email or on the fax.
4.	The completed Reference Questionnaire **MUST** be received ***no later than 4:30 PM PT 02/24/15.***
5.	Business references are **NOT** to return the Reference Questionnaire to the Proposer (Vendor).
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFQ cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

Attachment F
Reference Questionn

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at srvpurch@admin.nv.gov for an emailed copy.

ATTACHMENT G – PROPOSED STAFF RESUME

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff using the State format.

Proposed Staff Resume.doc

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at srvpurch@admin.nv.gov for an emailed copy.