State of Nevada
Department of Administration
Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

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Division of Purchasing
Request For Proposal No. 1773
for

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

Release Date: February 12, 2009
Deadline for Submission and Opening Date and Time: April 15, 2009 @ 2:00 PM

For additional information, please contact:
Dave Jones, Purchasing Officer
(775) 684-5812
(TTY for the Deaf and Hard of Hearing: 1-800-326-6868.
Ask the relay agent to dial 1-775-684-5812/V.)

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

See Page 32, for instructions on submitting proposals.

Contact Information

Company Name _____

Address _____ City _____ State _____ Zip _____

Telephone (___) _____ Fax (___) _____

E-Mail Address: _____

Prices contained in this proposal are subject to acceptance within _____ calendar days.

Contact Person _____

Print Name & Title _____

Approved 05/07/02
Revised08/06/04

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A Request for Proposal process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors may take exception to any section of the RFP. Exceptions should be clearly stated in Attachment B (Certification of Indemnification and Compliance with Terms and Conditions of RFP) and will be considered during the evaluation process. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State NRS §333.350(1).

1. OVERVIEW OF PROJECT

1.1 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 intent of the RFP is to obtain the most cost-effective Local Exchange Services currently served by Embarq. The State intends to award Good of the State Contracts to two or more vendors. ***Note: Vendors are welcomed to propose on voice, transport and/or optional types of service. Vendors must clearly specify within their proposals and in the Section 10, Submission Checklist, which of the three (3) types of service, to include all three if the vendor desires, the vendor is proposing on.***

1.2 The Awarded Vendors must offer services to the Supreme Court, Legislature, University of Nevada System and city and county governments 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 resulting from this RFP and any local government may join or use any contract resulting from this RFP 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 RFP.

1.3 Vendors must provide services to the geographical areas of Las Vegas, North Las Vegas, and Henderson. Required services include, but are not limited to: switched voice, data and voice transport facilities, and billing services.

1.4 Optionally, the above services are also being requested for all other geographical areas of the southern Nevada LATA 721, see ***Attachment P***, currently served under the existing Service Agreement with Embarq.

1.5 In addition to the above required services are: Digital and Analog Centrex Service, Voice Mail, Direct Inward Dialing Capability/Direct Outward Dialing, Directory Services, ISDN, DSL, Dedicated Circuits, Session Initiation Protocol (SIP) Trunking, Dark Fiber and Ethernet.

1.6 Refer to Section 7.2, RFP Time Line for the proposed time line for this RFP.

1.7 The contracts resulting from this RFP are anticipated to be from March 1, 2010 to February 28, 2012, (subject to approval by the State Board of Examiners). The Department of Administration, Purchasing Division will be the contract administrator. Note: The State expects to conclude negotiations and begin awarding vendors in July to August, 2009.

1.8 **All vendors to this RFP must be licensed and hold a valid Nevada State contractor's C2D license at time of proposal submission. A copy of that license must be submitted to the Department of Administration, Purchasing Division in the State Documents of the vendor's response. <u>To further inquire on how to obtain the C2D license contact the Nevada State Contractor's Board at (775) 688-1141.</u>**

1.9 BACKGROUND

1.9.1 CURRENT SERVICE ENVIRONMENT

1.9.1.1 Voice

The State of Nevada has approximately 2869 access lines provided by Sprint of Nevada in southern Nevada within LATA 721. Of that number, approximately 2859 lines are working in the metropolitan areas of Las Vegas, North Las Vegas, and Henderson. Of the approximate 2859 lines, 580 are Digital Meridian Centrex (P-Phone/Meridian Business Sets). See Attachments, Circuits, for breakdown of quantities and Central Office locations. Primarily, Sprint delivers Centrex and voice mail services directly to State agencies. Additional Direct Inward Dialing (DID) service is provided on ISDN-PRI to numerous State owned switches. All intraLATA toll, interLATA, and long distance service is provided under contract with at&t. All terminal equipment (i.e., telephone sets, Norstar, etc.) is handled under a separate CPE contract.

Connection to the State long distance provider is via dedicated and switched trunking originating within Embarq's central offices out to at&t.

1.9.1.2 Transport

The majority of the State's executive branch southern data communications are currently provided by Embarq of Nevada. Embarq provides the significant majority of service via one OC-3 and circuits are mixed into individual services such as point to point T1s and channelized DS-3s. This does not include services obtained from Embarq by the University System, Nevada Department of Transportation, or the Department of Public Safety.

The State currently has more than 50 T1 circuits located in LATA 721. These circuits have various uses such as voice and data transport. Some of these circuits are hand off circuits from Embarq to at&t.

The remainder of the State's communication types vary greatly from ISDN PRI and Frame Relay to Optical and Wireless Ethernet. The State also takes advantage of Dark Fiber Services provided by multiple vendors.

The Attachments lists the circuits currently managed by multiple state agencies and is subject to change due to new service requests and wireless communications installations. There are other circuits not listed at this

time; the successful vendors must be prepared to accept additional service requests at the time of award.

2. ACRONYMS/DEFINITIONS

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

ACD Automatic Call Distributor - Equipment that provides a managed approach to distribution of incoming telephone traffic to agent positions.

ACF Access Coordination Fee.

Agency The agency for whom services are being requested.

Alternate Access Provider A company that generally provides facilities connecting a customer premise to a PSTN network node.

AMI Alternate Mark Inversion - Bipolar encoding of digital signal.

ANI Automatic Number Identification.

ATM Asynchronous Transfer Mode - A network technology based on transferring data in cells or packets of a fixed size. The cell used with ATM is relatively small compared to units used with older technologies. The small, constant cell size allows ATM equipment to transmit video, audio and computer data over the same network, and assures that no single type of data hogs the line.

ATIS Alliance for Telecommunications Industry Solutions - A standards body that addresses national and international issues of connectivity and operations in the public telephone network.

Awarded Vendor The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.

Billing Services The process of recording, rating and reporting charges for telecommunications services.

Bipolar With Eighth Zero A data encoding scheme that allows full use *Substitution (B8ZS)* of 6 bps transmission channel.

BOE State of Nevada Board of Examiners.

BRI Basic Rate Interface.

Central Office A local exchange carrier facility that allows subscriber lines to be connected by switching equipment to other subscriber lines, other central offices or network facilities or to an interexchange carrier.

CIR Committed Information Rate.

CLEC Competitive Local Exchange Carrier

COC	Central Office Charge
Collect Calls	An operator assisted toll call billed to the called party.
Common Carrier	In Nevada, an alternate access provider, local or interexchange carrier.
Computer Telephony Integration	The combination of computing and telecommunications technologies in a single application.
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. See NRS §333.020(5)(b).
Constant Bit Rate (CBR)	Specifies a fixed bit rate so that data is sent in a steady stream. This is analogous to a leased line.
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 Awarded Vendors.
Contract Award	The date when Vendors are notified that a contract has been awarded, negotiated 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 RFP.
CPCN	Certificate of Public Convenience and Necessity.
CPE	Customer Premise Equipment. Telecommunication equipment that is located at a customer premise as opposed to equipment located at the premise of a service provider.
Credit Card Calling	Direct dialed and operator assisted calling with charges billed to a credit card.
Customer	Department, Division or Agency of the State of Nevada and any political sub-division.
Day	For the purposes of this RFP a Day is defined as any 24 hour block of time, or portion thereof, greater than 1 hour.
DCS	Digital Centrex Service
Dedicated Fractional T1	The ability to receive a 56 Kbps to 1.544 Mbps signal directly from the subscriber or from another exchange carrier and route the signal to another, specific subscriber location or exchange carrier via Vendors' POPs and network.

DID	Direct Inward Dialer
Direct Distance Dialing	The automatic establishment of toll calls in response to signals from the dialing device of the originating subscriber.
Directory	A printed telephone directory.
Directory Assistance	Operator assistance with subscriber requests for unknown telephone numbers.
Directory Service	A simple term for the information service which the telephone company runs on 411 or 555-1212.
DMARC	The demarcation point between the wiring that comes in from the local telephone company and the wiring installed to hook up the telephone system.
DMS	Digital Multiplex System. Also the name of a line of digital central office switches from Southern Telecom.
DOD	Direct Outward Dialing
DoIT	Department of Information Technology
DSO (Digital Signal)	Digitally encoded data transmitted at a rate of 64 Kbps.
DS1 (Digital Signal 1)	Digitally encoded data transmitted at a rate of 1.544 Mbps and consisting of 24 multiplexed DS0 subchannels.
DS3/T3 (Digital Signal 3)	A dedicated phone connection supporting data rates of about 43 Mbps. A T3 line actually consists of 672 individual channels, each of which supports 64 Kbps. T3 lines are sometimes referred to as DS3 lines.
DSL	Digital Subscriber Line
DTMF	Dual Tone Multi Frequency
Electronic Industry Association/ Telecommunication Industry Association (EIA/TIA)	A standards body that addresses telecommunications issues.
Email	Internet Electronic Mail
Equal Access	A local exchange carrier central office feature that allows all interexchange carriers to have identical access to the trunk side of the public switched telephone network.
Evaluation Committee	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS §333.335.

Extended Super Frame	A transmission structure consisting of 24 DS1 frames. The frame overhead bit positions are shared between an extended superframe alignment signal, a cyclic redundancy check code and a data link.
FCC	Federal Communications Commission
Frame Relay	A packet switching protocol for connecting devices on a Wide Area Network (WAN). Frame Relay networks in the U.S. support data transfer rates at T1 (1.544 Mbps) and T3 (45 Mbps) speeds.
FTE	Full Time Equivalent
GAAP	Generally Accepted Accounting Principles
Gbps	Short for Gigabits per second, a data transfer speed measurement for high speed networks such as Gigabit Ethernet. When used to describe data transfer rates, a gigabit equals 1,000,000,000 bits.
Hardware Answer Supervision	An electrical signal generated as the result of a loop closure at the called station location.
Hour	For the purposes of this RFP an Hour is defined as any 60 minute block of time, or portion thereof, greater than 0 seconds.
Interexchange Carrier	A common carrier that provides services to the public between local exchanges on an intra or interLATA basis in compliance with NPUC and FCC regulations.
InterLATA	Toll traffic carried between LATAs by Nevada Public Utilities Commission authorized interexchange carriers.
IntraLATA	Services, revenues and functions that originate in one LATA and terminate in the same LATA.
IP	Internet Protocol
ISDN	Integrated Services Digital Network with two basic types: BRI & PRI.
ISDN PRI	Primary Rate Interface for ISDN which has a 1.544 Mbps signal and consists of one D channel and 23 BRI or bearer channels.
ISP	Internet Service Provider
Key Personnel	Vendors staff responsible for oversight of work during the life of the contract.
LAN	Local Area Network
LATA	Local Access and Transport Area. The geographical boundaries within which Designated Carriers (Nevada Bell in the Northern LATA and Sprint Central

	Telephone in the Southern LATA) are permitted to offer toll service and interexchange carriers are prohibited from offering toll service.
LCB	Legislative Counsel Bureau
LEC	Local Exchange Carrier. The local telephone company authorized by the Nevada Public Utilities Commission and local government entities to provide service within specific communities.
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.
Major Outage	A disruption of service that affects the constituents of the State of Nevada, public safety, campus environments, or effects more than two locations during the disruption of service.
May	Indicates something that is not mandatory but permissible.
Mpbs	Short for Megabits per second, a measure of data transfer speed. Networks, for example, are generally measured in Mbps.
MS	Microsoft
MTTR	Mean Time to Repair
Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
NAC	Nevada Administrative Code
Non Equal Access	A local exchange carrier central office feature that does not allow all interexchange carriers to have identical access to the trunk side of the switching network.
NRS	Nevada Revised Statutes
NOA	Notification to all Vendors submitting proposals identifying the selected Vendors and the State's intention to negotiate a contract.
NXX	A three digit central office code that is part of the North American Dialing Plan.
Numbering Plan Area	A three digit area code that is part of the North American Dialing Plan.
OC	Short for Optical Carrier, used to specify the speed of fiber optic networks conforming to the SONET standard. The table shows the speeds for common OC levels.

OC-3 = 155.52 Mbps
OC-12 = 622.08 Mbps
OC-24 = 1.244 Gbps
OC-48 = 2.488 Gbps

On-Net Locations served by interexchange carrier owned and operated facilities.

Operator Assisted Toll Calling The operator assisted establishment of toll calls in response to verbal instructions given by the subscriber.

Person-To-Person An operator assisted toll call placed to a specific individual rather than a called location. If the specific individual is not available to take the call, no conversation or billing occurs.

POP Point of Presence. The physical location within a LATA where interexchange carriers connect their facilities to those of the local exchange carrier.

POTS Plain Old Telephone Service

Prime Contractor The prime contractor has full responsibility for coordinating and controlling all aspects of the project, including support to be provided by any subcontractor(s). The prime contractor will be the sole point of contact with the State relative to contract performance.

Project Contract Administrator The Contract Administrator designated as the DoIT point of contact between contractor and State during the RFP and contract negotiation process.

Proprietary Information Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract.

PST Public Switched Telephone Network

PT Pacific Time

Public Pay Telephone A telephone located in a public area and intended for public use.

Public Record All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential (see NRS §333.333 and NRS §600A.030(5)) 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.

PUCN Public Utilities Commission of Nevada.

RFP Request for Proposal - All documents whether attached or incorporated by reference utilized for soliciting proposals - defined in NRS 333.020(6).

Rural Any area not in a standard metropolitan statistical area.

Shall/Must/Will	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal 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 proposal without the information.
Signaling System 7 (SS7)	An internationally standardized common channel signaling method in which a single channel conveys messages relating to multiple calls, circuits and network management.
SIP	Session Initiation Protocol
SMDR	Station Message Detail Recording. A method of recording customer specific billing information that normally includes the identity of the calling station, the called location, time of day, exchange carrier identity and call duration.
State	The State of Nevada and any agency identified herein.
Subcontractor	Third party, not directly employed by the vendor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the vendor.
Switched Fractional T1	The ability to receive a 56 Kbps to 1.544 Mbps signal directly from the subscriber or from another exchange carrier and route the signal, on a per call basis, to any other subscriber location or exchange carrier via Vendors' POPs and network.
T1	A transmission connection at 1.544 Mbps consisting of 24 full duplex channels of 64 Kbps each. Also see DS1.
Third Number Billing	Billing of an operator assisted toll call to a station other than the originating or terminating location.
Trade Secret	Means 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.
Traffic Data	Data that measures the efficiency and effectiveness of network performance.
TSP	Telecommunication Service Priority. A National Security Emergency Preparedness program that authorizes priority treatment for the provisioning and restoration of telecommunications services.

Urgent Work Order	A request for immediate service with an installation interval of 22 days or less.
User	Department, Division, Agency or County of the State of Nevada.
Vendors	Organization/individual submitting a proposal in response to this RFP.
VPN	Virtual Private Networking Service
WAN	Wide Area Network
Work Order	A request for service over a normal installation interval of forty five days for dedicated services. A five day interval will be used for non-dedicated services such as POTS lines.
"800" Calling	Toll free calling to a subscriber location from selected areas in the United States. Toll charges are billed to the subscriber.
"900" Calling	Information delivered by subscriber to user for a fee. The fee is collected via a local telephone company bill.

3. SCOPE OF WORK

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. ***The State intends to award two or more vendors***.

The State of Nevada currently receives the services listed below from Embarq. The service agreement with Embarq is scheduled to expire on February 28, 2010. The Awarded Vendors will be required to begin service on March 1, 2010. Note: The State expects to conclude negotiations and begin awarding vendors in August, 2009.

The intent of the Request for Proposal (RFP) is to obtain the most cost-effective Local Exchange Services listed below for the geographical areas currently served by Embarq. Required will be service to the Las Vegas, North Las Vegas, and Henderson areas. Optionally, the same services are being requested for the remaining geographical areas within LATA 721 currently serviced by Embarq ***Attachment P.***

The Awarded Vendors must offer services to the Supreme Court, Legislature, University of Nevada System and city and county governments within the southern portion of Nevada, under the same rates, terms and conditions as offered to the State. Subscription to such services will be at the sole discretion of individual government entities and cannot be guaranteed under this request for proposal and will be governed by the agreements signed by those entities.

Services include, but are not limited to:

3.1 Voice Services - Required

3.1.1 Digital and Analog Centrex Service

3.1.2 Voice Mail
3.1.3 Direct Inward Dialing Capability/Direct Outward Dialing
3.1.4 Directory Services
3.1.5 Conferencing

3.2 Transport - Required

3.2.1 ISDN
3.2.2 DSL
3.2.3 Dedicated Circuits
3.2.4 Session Initiation Protocol (SIP) Trunking
3.2.5 Dark Fiber
3.2.6 Ethernet

3.3 Optional Services

Additional services requested but not required include, but are not limited to:

3.3.1 Internet Service
3.3.2 Video Conferencing
3.3.3 Public Pay Telephone Service

3.4 VENDORS' RESPONSE TO SCOPE OF SERVICES

3.4.1 Within the proposal response, Vendors must provide information regarding their approach to meeting the requirements described within this RFP.

3.4.2 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. One-time installation charges for new service must be a part of Vendors' response and included in Section 5, Cost.

3.4.3 As part of this RFP, 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 State's long distance carrier, the difference in price shall be the responsibility of the Vendors. Vendors must disclose any restrictions, limitations or other situations that may prohibit this PIC capability. If there are any additional costs to provide this arrangement, Vendors must explain and identify those costs in Section 5, Cost.

3.4.4 Vendors should 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. 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 DoIT prior to being added to contracts and prior to being offered to agencies.

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

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

3.5 VOICE

3.5.1 Digital and Analog Centrex and POTS Service

3.5.1.1 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 RFP must be provided 24 hours a day, 365 days a year, with service to meet or exceed 99.95% availability.

3.5.1.2 The State requires service comparable to services currently provided by the existing provider. Please state all features available within this service.

3.5.1.3 The State is aware of some Customer Premise Equipment with unique compatibility to the current service provider's switching equipment as referenced in the Attachments. If Customer Premise Equipment changes are required it will be at the Awarded Vendors' expense.

3.5.1.4 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.

3.5.1.5 The Awarded Vendors 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.

3.5.1.6 Upon request, the Awarded Vendors 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.

3.5.1.7 Awarded Vendors 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.

3.5.1.8 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 Vendors' 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 Vendors.

If the Vendors is 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.

3.5.1.9 Awarded Vendors 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 Vendors 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.

3.5.1.10 The Awarded Vendors 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. DoIT will 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 Vendors must credit any unauthorized charges associated with Centrex services or other local services to the State. The Awarded Vendors 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.

3.5.2 Voice Mail Services

3.5.2.1 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.

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

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.

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.

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 Sprint.

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

3.5.3 Direct Inward Dialing/Direct Outward Dialing Capability

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

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

3.5.3.3 Awarded Vendors 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.

3.5.4 Directory Services

The Awarded Vendors must provide full Directory Services to the State at no additional cost.

3.5.4.1 Awarded Vendors must publish a directory listing in the White page directory of the most commonly used LEC in the respective service area. Any cost associated must be provided in Section 5, Cost.

3.5.4.2 Awarded Vendors must provide 24 hours a day directory assistance for those geographical areas where those services are provided.

3.5.4.3 Awarded Vendors must provide referral services, if required, at no cost to the State.

3.5.4.4 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.

3.5.5 E911 and 911

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

3.5.6 Management Reports

3.5.6.1 The Awarded Vendors shall be responsible for all aspects of service, quality, reliability, interconnectivity, and interoperability of the services offered. The Awarded Vendors must provide at no cost to the State, on a quarterly written report, a report that details:

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.

Vendors must provide the media type options available for the above reports.

3.5.6.2 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. Any charges associated with this service must be included in Section 5, Cost.

3.5.6.3 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.

3.6 TRANSPORT SERVICES

3.6.1 ISDN Service

3.6.1.1 Specify all available geographic areas within the State of Nevada for both BRI and PRI types.

3.6.1.2 Specify ISDN switch types within available areas.

3.6.2 SIP Trunking

Describe the availability of SIP trunking. Specify all available geographic areas within the State of Nevada with provisioning for SIP trunking.

3.6.3 Ethernet Services

3.6.3.1 Carefully describe the proposer's method of Ethernet implementation. The State assumes that most proposers require a host port at one end which can support multiple Ethernet circuit terminations.

3.6.3.2 Describe how the customer interfaces to the proposer Ethernet network. Interfaces would include the type of equipment is used to do so to include termination media types.

3.6.3.3 With deployment of a converged network, the State recognizes that Quality of Service will become a critical feature for the end to end data transport network. The State deploys QoS settings to enforce various priorities for applications such as Voice of Internet Protocol and Video Conferencing. Define how the proposer's network performs, if any, rate limitations for the traffic traversing the proposer's network. If rate limiting is performed is there an additional cost associated with the customer's ability to achieve the maximum rate of bandwidth of a given class of service?

3.6.3.4 Proposers must describe how data is secured in transit from one location to another.

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

3.6.3.6 In an effort to hold down build costs to the State please provide a map of available Ethernet service areas within the Las Vegas metropolitan area.

3.6.3.7 Indicate if Ethernet services are available over copper or fiber.

3.6.3.8 Specify the method by which vendor will notify the customer of service impacting events, maintenance and/or outages.

3.6.4 Dedicated Circuits (Includes Dark Fiber and/or SONET services)

The State uses various types of dedicated digital facilities in various bandwidth increments.

3.6.4.1 Specify the types of circuits available and in what increments these circuits are available. Include the geographic locations within the State in which these circuits are available.

3.6.4.2 Assuming the Vendors is acting as an agent for the State and coordinating installation of dedicated digital circuits, indicate the required time to implement this service once an order is placed.

3.6.4.3 Describe arrangements currently in use to provide physical route diversity for LEC-provided special access facilities between customer premises and Vendor's point of presence (i.e., alternative access providers, microwave facilities, etc.).

3.6.4.4 Describe the ability to provide digital cross connect for routing and aggregation of dedicated circuits.

3.6.5 T1 Access Circuits

T1 access lines should be provided and configured as applicable for AMI, D4, ESF, and B8ZS framing formats. Configuration will be specified for each application. Some T1 circuits may terminate in alternative access terminating equipment provided by the State including but not limited to ATM, fiber termination and other viable access technologies.

3.6.6 Point to Point

Describe availability of leased dedicated lines (such as T-1's, a DS-3, and an Optical Carrier), that may or may not be conditioned, installed between two or more points and carries signaling and information totally provided by the State; include Ethernet and Dark Fiber. Usage must include radio control lines and video surveillance with alarm system which includes video surveillance, WAN

networks and other data signaling. Include the geographic areas in which these services are available.

3.6.7 ATM

Vendors' must:

3.6.7.1 Specify in which areas ATM is available.

3.6.7.2 Indicate what media ATM is available in such as Optical Carrier or Leased Line.

3.6.7.3 Specify available bandwidth speeds.

3.6.7.4 Specify available Constant Bit Rate.

3.6.8 High Speed Broadband Service

Business type broadband services are currently in use today however there are no known quantities at this time. The State request broadband services offered by the vendor. Include service type, speeds, and the geographical locations the service is provided.

3.7 SERVICE, SUPPORT AND TRAINING

3.7.1 Service

3.7.1.1 Vendors must identify all services that are contracted out to others (e.g., directory assistance, billing, etc.).

3.7.1.2 Provide the standard order interval for applicable services. Only include intervals controlled by Vendors' organization

3.7.1.3 The Awarded Vendors must provide for demarcation point placement in accordance with State requirements within any facilities occupied by any State agency, institution, or local government. This includes interface to State equipment located in a collocation agreement space, including but not limited to multiplexers, and access to State provided fiber and alternative access solutions including but not limited to ATM and fiber.

3.7.1.4 The State would prefer the option of having service installed to the appropriate end-user jack. If the Vendors does not perform placement of such wire and jack work, provide a detailed description of methods for such work. Costs must be included in Section 5, Cost.

The Vendors must indicate if this option is available to the State.

3.7.2 Support

3.7.2.1 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.

3.7.2.2 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.

3.7.2.3 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 RFP.

3.7.2.4 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.

3.7.2.5 The Awarded Vendors 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.

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

3.7.2.7 Awarded Vendors must provide the following service:

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

B. Awarded vendors must update the state agency or customer covered by this RFP within 2 hours of an outage.

3.7.3 Training

3.7.3.1 Awarded Vendors must, if requested by the State, provide local classroom training to the State at a location approved by the State as part of the system implementation and without cost to the State. Video training tapes must also be provided if requested by the State. This requirement is not expected to extend beyond system training for end users as a part of initial implementation or when the Vendors substantially upgrade services.

3.7.3.2 Awarded Vendors will provide any and all user training on Vendors' technology at no cost to the customer.

3.7.3.3 Awarded Vendors will be responsible to train users on the use and application of all station, system and voice mail features and functions for a minimum of the first 60 calendar days after the contract award at no cost to the customer.

3.7.3.4 Awarded Vendors shall conduct on-site training classes for users of Vendors' systems. The intent of this station training is to explain system features and functions that are common to all users and to allow each user to make test calls demonstrating their understanding of operational parameters. Such training may be conducted with groups of up to 15 members per training session. Appropriate user manuals and literature are to be provided to the users at this training. Additional material shall also be provided for users that are unable to attend the training sessions. Appropriate working instruments (no less than 1 for every 2 students) are to be provided for the training sessions. The time, date and location of this training are to be mutually agreed to by the using organization and the Vendors at no cost to the customers.

3.7.3.5 Where designated attendant/reception positions are installed, the Awarded Vendors shall conduct on-site training for designated personnel. The intent of this training is to explain system features and functions that are specific to attendant/receptionist call processing and to allow each user to make test calls demonstrating their understanding of operational parameters. Such training may be conducted with groups of up to 3 members per training session. Appropriate user manuals and working instruments are to be provided for this training. The time, date and location of this training will be mutually agreed to by the using organization and the Awarded Vendors at no cost to the customers.

3.7.3.6 Vendors must provide information on the training classes available for services provided in this RFP at no cost to the customers.

3.8 TRANSITION PLAN

Vendors shall submit as a part of their response a preliminary implementation plan. This plan should consist of a step-by-step enunciation and listing of all steps necessary to install/cutover the requested "local services" products and services from the point of receiving a request to the point of advising the State that these services are ready for acceptance by the State. The plan must include survey, engineering, installation, cutover, and the like. Additionally, the plan must include ID circuit number end locations, new replacement circuits, end-to-end tests, test “monitor circuit”, disconnect orders and billing department change notifications.

This plan must be finalized with the State not later than Six (6) weeks after receiving final notice of contract approval by the State BOE.

3.9 OPTIONAL SERVICES

3.9.1 Internet Services

3.9.1.1 Internet ISP Services

Vendors must:

A. Specify all available web hosting services to include incremental storage capacity.

B. Provide all available dial up services and indicate if this service includes technical support.

3.9.2 Video Conferencing

3.9.2.1 Describe the types of video conferencing available.

3.9.2.2 Describe the capabilities to provide video conferencing and video conference bridging.

3.9.3 Public Pay Telephones

3.9.3.1 The State currently has numerous public pay telephones in the Las Vegas area State facilities that provide a revenue stream to the State. The State may add or delete pay telephones from time to time and can make no guarantee with regard to the number of pay telephones in service or the amount of use. The State requests consideration be given to providing pay telephones for public convenience and safety at locations that include, but are not limited to, State buildings, State parks and other public locations that might not otherwise be considered profitable.

3.9.3.2 Awarded Vendors must PIC all toll traffic to the State's designated Long Distance Provider.

3.9.3.3 Awarded Vendors' pay telephone units must be capable of supporting access to other carriers via special access dialed codes or by following instructions provided on other carriers' calling cards.

3.9.3.4 Vendors must describe who will answer calls dialed as "0" and "00".

3.9.3.5 Pay telephone units must support dialing of 1+, 0+, and 01+ international calls.

3.9.3.6 Awarded Vendors' pay telephone units must support DTMF technology, loud button, coin return lever, and meet all Americans with Disabilities Act (ADA) requirements.

3.9.3.7 Describe the measures that are available to prevent fraud occurrences (e.g., bogus calling cards, fictitious third party numbers, chain dialing, etc.).

3.9.3.8 Awarded Vendors must provide "Dial Tone First" allowing for emergency, calling cards and operator assistance without a coin deposit.

3.9.3.9 Describe all other pay telephone services and features that are available.

4. COMPANY BACKGROUND AND REFERENCES

4.1 PRIMARY VENDOR INFORMATION

Vendors must provide a company profile. Information provided shall include:

4.1.1 Company ownership (sole proprietor, partnership, etc).

4.1.1.1 Incorporated companies must identify the state in which the company is incorporated and the date of incorporation. **Please be advised**, pursuant to NRS §80.010, incorporated companies 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.

4.1.1.2 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the Department of Taxation, in accordance with NRS §360.780.

4.1.2 Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable with the State of Nevada.

4.1.3 Location(s) of both the company administrative and service offices that will provide the administrative and technical services described in this RFP.

4.1.4 Is your firm a resident of Nevada or a resident of another state? If so, please list the state of residence. Does your resident state apply a preference, which is not afforded to bidders or vendors who are residents in the state of Nevada? This information may be utilized in determining whether an inverse preference applies pursuant to NRS §333.336.

4.1.5 Number of employees both locally and nationally.

4.1.6 Location(s) from which employees will be assigned.

4.1.7 Name, address and telephone number of the vendor's point of contact for a contract resulting from this RFP.

4.1.8 Company background/history and why vendor is qualified to provide the services described in this RFP.

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

4.1.10 Has the vendor ever been engaged under contract by any State of Nevada agency?
[ ] Yes [ ] No If "Yes," specify when, for what duties, and for which agency.

4.1.11 Is the vendor or any of the vendor's employees employed by the State of Nevada, any of its political subdivisions or by any other government?
[ ] Yes [ ] No If "Yes," is that employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?

4.1.12 Company general information: Ownership; State of Incorporation; Date of Incorporation; list of top officers; location of company headquarters; and a list of clients for the last five (5) years.

4.1.13 Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

4.1.14 ***<u>Financial information and documentation to be included in Part III of your response in accordance with the Submittal Instructions.</u>***

4.1.14.1 Dun and Bradstreet number

4.1.14.2 Federal Tax Identification Number

4.1.14.3 The last two - (2) years and current year interim:
Profit and Loss Statement
Balance Statement

4.2 REFERENCES

Vendors should provide a minimum of three (3) references from similar projects performed for private, state and/or large local government clients within the last three years. **<u>Vendors</u> are required to submit Attachment D, Reference Form to the business references they list. The business references must submit the Reference Form directly to the Purchasing Division.** It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the proposal submission deadline for inclusion in the evaluation process. Business References not received, or not complete, may adversely affect the vendor's score in the evaluation process. The Purchasing Division may contact any or all business references for validation of information submitted.

4.2.1 Client name;
4.2.2 Project description;
4.2.3 Project dates (starting and ending);
4.2.4 Technical environment; (i.e., Internet capabilities, Data communications, Network, Hardware)
4.2.5 Staff assigned to reference engagement that will be designated for work per this RFP;
4.2.6 Client project manager name, telephone number, fax number and e-mail address.

4.3 CONTRACT PERFORMANCE

Vendors must describe any contract performance problems experienced during the last three (3) years in any contract where they were the provider of goods and/or services. Examples of performance problems include, but are not limited to, missed deliverables, project cost overruns attributable to the Vendors, declaration of default or breach, filing of civil or criminal actions, dispute arbitrations and assessment of liquidated damages. If no such problems have been experienced, Vendors must indicate in writing.

4.4 EXPERIENCE

4.4.1 Required Reference Information

4.4.1.1 Vendors must provide adequate detail of at least three (3) existing contracts for services as detailed within this RFP (within the last three (3) years). Refer to ***Attachments D and G***.

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

4.4.2 Background

Describe the background and history of your firm and why you are qualified for this project (limit response to no more than five [5] pages).

4.5 VENDORS' CERTIFICATIONS

4.5.1 **All vendors to this RFP must be licensed and hold a valid Nevada State contractor's C2D license at time of proposal submission. A copy of that license must be submitted to the Department of Administration, Purchasing Division in the State Documents of the vendor's response. <u>To further inquire on how to obtain the C2D license contact the Nevada State Contractor's Board at (775) 688-1141.</u>**

4.5.2 Vendors must certify within the proposal submission that they comply with each of the following statements.

4.5.2.1 Any and all prices which 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 Vendors agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.

4.5.2.2 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 Vendors, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.

4.5.2.3 All proposed capabilities can be demonstrated by the Vendors.

4.5.2.4 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, Vendors or potential Vendors.

4.5.2.5 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.

4.5.2.6 All conditions and provisions of this RFP are deemed to be accepted by the Vendors and incorporated by reference in the proposal, except such conditions and provisions that the Vendors expressly excludes in the proposal. Any exclusions must be in writing and included in the proposal at the time of submission.

4.6 SUBCONTRACTOR INFORMATION

4.6.1 Does this proposal include the use of subcontractors?

Yes _____ No _____ Unknown _____

If "Yes", vendor must:

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

4.6.1.2 Provide the same information for any proposed subcontractors as requested in the Primary Vendor Information section.

4.6.1.3 References as specified above must be provided for any proposed subcontractors (see Attachment G).

4.6.1.4 The State may require that the awarded vendor provide proof of payment to any subcontractors used for this project. Proposals should include a plan by which, at the State's request, the State will be notified of such payments.

4.6.1.5 Primary vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the using agency.

4.6.1.6 Primary vendor must notify the using agency of the intended use of any subcontractors not identified within their response and receive agency approval prior to subcontractor commencing work.

4.7 KEY PERSONNEL

4.7.1 Key personnel will be incorporated into the contract. Replacement of key personnel may be accomplished in the following manner:

4.7.1.1 A representative of the contractor authorized to bind the company will notify the State in writing of the change to the key personnel (such as sales representative or operations point of contact).

4.7.1.2 The State may accept the change of the key personnel by notifying the contractor in writing.

4.7.1.3 The signed acceptance will be considered to be an update to the key personnel and will not require a contract amendment. A copy of the acceptance must be kept with the official contract file.

4.7.1.4 If the personnel change is for a representative authorized to bind the company as a signatory on the contract, a contract amendment must be approved by the State BOE.

4.7.1.5 Replacements to key personnel are bound by all terms and conditions of the contract and any subsequent issue resolutions and other project documentation agreed to by the previous personnel.

4.7.1.6 The State reserves the right to refuse the awarded vendor's personnel from working on State projects and from entering State property or State equipment.

4.7.2 Vendors must provide within their proposal the following key personnel:

4.7.2.1 A single point of contact for contract administrative matters. The contact, or designated alternates, must be generally available Monday through Friday from 8:00 A.M. to 5:00 P.M. Pacific Time. It is recommended that this contact reside in the Sierra Nevada Region.

4.7.2.2 A single point of contact for orders and installation of services. The contact must be generally available Monday through Friday from 8:00 A.M. to 5:00 P.M. Pacific Time.

4.7.2.3 A contact for repair and maintenance issues. The contact must be available 24 hours a day, 365 days a year.

5. COST

Note: All Cost Proposals shall be submitted to the State as a separate, sealed package and clearly marked: "Cost Proposal in Response to RFP No. 1773", please refer to the Submittal Instructions for further instruction.

5.1 PRICES

5.1.1 Using the pricing tables provided in the RFP Attachments, proposal must contain an Itemized Price List for services, products, delivery, installation, training, and any optional items being offered. Vendors' prices must include all out-of-pocket expenses (including, but not limited to: travel, meals, lodging and transportation), as part of each line item.

5.1.2 Vendors must clearly disclose any service or cost that may require regulatory approval, and must explain what procedures exist to obtain those approvals. Vendors must provide anticipated time frame to obtain necessary regulatory approvals, and explain what alternatives exist in the event regulatory approval is denied.

5.1.3 Vendors must specify the type and cost of late fee penalties in their proposals.

5.1.4 ***Vendors must indicate within the Cost Tables located in the Attachments any item that the vendor does not intend to bid on by placing a "no bid" in those blocks.***

5.2 VOICE PRICING

Proposing vendors must complete the following and submit with the proposals:

5.2.1 Using Attachment H, Telecommunications Add-on Charges, Vendors must provide all add-on charges for Subscriber Line Charge (SLC), National Access Fee (or PICC), Local Number Portability (LNP), Universal Service Fund (USF), State Tax, or Business License Fee, etc., if applicable.

5.2.2 Using Attachment I, Centrex Pricing Model, provide all prices associated with Centrex Services.

5.2.3 Using Attachment J, Local Service Pricing Model provide all prices associated with Local Services.

5.2.4 Provide all prices associated with Directory Services.

5.2.5 Provide all commission payment schedules associated with Public Pay Telephone Service.

5.2.6 Provide pricing options for point-to-point dark fiber leases (see Attachment M).

5.2.7 Provide pricing options for SIP trunking.

5.2.8 Except in specific cases where a State of Nevada agency, or delegated authority, has entered into a direct agreement with a vendor, the State of Nevada does not authorize payment (the awarded vendor to charge for third party services) of third party service charges, commonly referred to as 'cramming,' regardless of the actions of its employees. As the State of Nevada does not authorize third party service charges, including these charges on an invoice for a State of Nevada agency is a violation of NRS 598.969. Vendor will omit all third party service charges from invoices.

5.3 TRANSPORT SERVICES

5.3.1 Using Attachment K, Transport Services Pricing, list all reoccurring and non reoccurring costs for each service listed. Provide cost per minute for Basic Rate ISDN in the comments section, if applicable.

5.3.2 Using Attachment K, Transport Services Pricing, list all reoccurring and non reoccurring costs for each type of ATM service listed.

Provide cost per minute for Basic Rate ISDN in the comments section, if applicable.

5.4 BILLING SERVICES

5.4.1 Provide all one time, installation, fixed monthly and variable charges associated with establishing billing services.

5.4.2 Specify any charges associated with providing monthly billing in a media other than paper.

5.4.3 ***Specify <u>any</u> charges beyond the types listed in the attached cost schedules, here, by type and cost/percentage. This includes additional fees regarding tariffs, taxes, station-to-station calling, administrative in nature, or other charges. The State will not accept charges not included within the vendors' RFP proposals unless required by federal law.***

5.5 SERVICE & SUPPORT

5.5.1 Provide all charges associated with providing service to the end-user jack.

5.6 TRANSITION PLAN

5.6.1 Provide all charges associated with any transition that might be required for providing services from other than the incumbent local exchange carrier.

5.7 OPTIONAL SERVICES

All reoccurring and non reoccurring cost should be listed separately.

5.8 HIGH SPEED BROADBAND SERVICES

The State of Nevada would like to take advantage of business type broadband services offered by vendors. Provide monthly and nonrecurring costs of services to include upload, download speeds and vendor provided hardware.

5.9 CONTRACT SPECIFICS AND YEARS

Vendors must provide detailed fixed prices for all costs. Clearly specify the nature of all expenses anticipated. ***Note: Vendors must return two separate tables for each of the cost tables indicated in the RFP Attachments – one for contract year one (1) and one for contract year two (2).***

5.10 ADDITIONAL COSTS

5.10.1 Vendors must specify the current point-to-point tariff rates by the Public Utility Commission in Attachment O.

5.10.2 Vendors must specify current types and amount of surcharges indicated in the Surcharge table in Attachment O. Please add any surcharges vendor will implement that are not listed to the table.

5.10.3 Vendors must specify additional service rates in the table in Attachment O.

5.10.4 Vendors must specify the type and amount of the State Franchise and business license taxes (city and county) in Attachment O.

5.11 Vendors must provide detailed fixed prices for all costs. Clearly specify the nature of all expenses anticipated. ***Note: Vendors must return two separate tables for each of the***

cost tables indicated in the RFP Attachments – one for contract year one (1) and one for contract year two (2).

6. PAYMENT

6.1 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.

6.2 The State will accept electronic billing.

6.3 There shall be no advance payment for services furnished by the awarded vendor pursuant to the executed contract.

6.4 The awarded vendor must bill the State as outlined in the approved contract.

6.5 BILLING SERVICES

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

6.5.2 The billing period must be from the first of the month to the end of the month.

6.5.3 Billing for all services must be on a monthly basis with bills rendered within 15 days after the end of the billing period.

6.5.4 To the degree Vendors uses company specific or industry specific nomenclature (for example Universal Service Order Codes) on invoices rendered to the State, Vendors must provide definitions of the entries on the bill or provide a separate document that defines the entries.

6.5.5 All invoices must define the type of service being billed, the location where the service was provided, the telephone number/circuit number of the service, time the service was provided and the associated charges.

6.5.6 All invoices will be sent to the address specified at the time service was established.

6.5.7 Awarded vendor must have the capability to provide electronic billing to include but not be limited to: WEB; ACSII; Excel Spreadsheet; Comma Separated; Tabs Separated; and, PDF format.

6.6 Quarterly Report

6.6.1 Awarded vendors must submit a quarterly aggregate billing report (Attachment Q) to Dave Jones – dmjones@purchasing.state.nv.us. This report must include ***all*** State agencies charges; charges must be delineated by all types of costs to include basic charges, surcharges, tariffs, "station-to-station" dial-up charges and administrative fees. The quarterly total must be clearly indicated on page 1 and be sent no later than 30 days of the end of the each quarterly cycle.

6.6.2 This report must not include political subdivisions such as the LCB, State Supreme Court, Universities, and city or county public entities. The purpose of the report is to track the contract total cost relative to the contract budget authority approved.

7. SUBMITTAL INSTRUCTIONS

7.1 In lieu of a pre-proposal conference, the Purchasing Division will accept questions and/or comments in writing, received by e-mail regarding this RFP as follows:

Questions must reference the identifying RFP number and be addressed to the State of Nevada, Purchasing Division, Attn: Dave Jones, Purchasing Officer, e-mailed to srvpurch@purchasing.state.nv.us The deadline for submitting questions is February 24, 2009, at 4:00 p.m., Pacific Time. ***Each question asked must include the section number of the RFP as a reference***. All questions and/or comments will be addressed in writing and responses e-mailed or faxed to prospective vendors on or about March 3, 2009. Please provide company name, address, phone number, e-mail address, fax number, and contact person when submitting questions.

7.2 RFP Timeline

TASK	***DATE/TIME***
Deadline for submitting questions	February 24, 2009 @ 4:00 pm
Answers to all questions submitted available on or about	March 3, 2009
Deadline for submittal of Reference Questionnaires	April 14, 2009
Deadline for submission and opening of proposals	**April 15, 2009 @ 2:00 pm**
Evaluation period	April 17 – May 14, 2009
Selection of vendors	On or about May 19, 2009

NOTE: These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time, with appropriate notice to prospective vendors.

7.3 Proposal submission requirements:

7.3.1 Vendors shall submit their response in three (3) parts as designated below:

Part I: Technical Proposal

One (1) original marked "MASTER"
Ten (10) identical copies
One (1) identical copy on CD (**Note**: CD must be labeled accordingly and in a case.)

THE TECHNICAL PROPOSAL MUST INCLUDE A SEPARATE TAB/SECTION LABELED "**STATE DOCUMENTS**" WHICH SHALL INCLUDE:

- Page 1 of RFP
- All Amendments to the RFP
- All Attachments requiring signature
- Certificate of Insurance

Technical Proposal must not include cost or confidential information.

Technical Proposal shall be submitted to the State in a sealed package and be clearly marked:

"Technical Proposal in Response to RFP No. 1773"

Part II: Cost Proposal:

One (1) original marked "MASTER"
Ten (10) identical copies
One (1) identical copy on CD (**Note**: CD must be labeled accordingly and in a case.)

Cost Proposal shall be submitted to the State in a sealed package and be clearly marked:

"**Cost Proposal in Response to RFP No. 1773"**

Part III: Confidential Information:

One (1) original marked "MASTER"
Ten (10) identical copies

Confidential Information shall be submitted to the State in a sealed package and be clearly marked:

"Confidential Information in Response to RFP No. 1773"

If the separately sealed proposal, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked:

REQUEST FOR PROPOSAL NO.: 1773
PROPOSAL OPENING DATE: April 15, 2009 @ 2:00 pm
FOR: **Local Exchange Telecommunications Voice, Data and Transport Services for Southern Nevada**

7.3.2 **Proposal must be received at the address referenced below no later than 2:00 Pacific Time, April 15, 2009.** Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.

7.3.3 **Proposal shall be submitted to**:

State of Nevada, Purchasing Division
Dave Jones, Services Purchasing
515 E. Musser Street, Suite 300
Carson City, NV 89701

7.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone proposals will **NOT** be considered; however, at the State's discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be

modified by facsimile, e-mail or written notice provided such notice is received prior to the opening of the proposals.

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

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

7.7 For ease of evaluation, the proposal should be presented in a format that corresponds to and references sections outlined within this RFP and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. Exceptions to this will be considered during the evaluation process.

7.8 If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with submittal instructions and specific references made to the tab, page, section and/or paragraph where the confidential information can be located.

7.9 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

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

7.11 The proposal must be signed by the individual(s) legally authorized to bind the vendor, see NRS §333.337.

7.12 For ease of responding to the RFP, vendors are encouraged, but not required, to request an electronic copy of the RFP. Electronic copies are available in the following formats: Word 2003 via e-mail, diskette, or on the State Purchasing Division's website in PDF or Word format at http://purchasing.state.nv.us. When requesting an RFP via e-mail or diskette, vendors should contact the Purchasing Division for assistance. In the event vendors choose to receive the RFP on CD, the vendor will be responsible for providing a blank CD; unless vendors provide a Federal Express, DHL, etc. account number and appropriate return materials, the CD will be returned by first class U.S. mail.

7.13 Vendors utilizing an electronic copy of the RFP in order to prepare their proposal should place their written response in ***an easily distinguishable font*** immediately following the applicable question.

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

7.15 Vendor who believes proposal 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 RFP.

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.

7.16 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive. NRS §333.311.

7.17 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, which do not contain the requisite licensure, may be deemed non-responsive. However, this does not negate any applicable Nevada Revised Statute (NRS) requirements.

8. PROPOSAL EVALUATION AND AWARD PROCESS

8.1 Proposals shall be consistently evaluated and scored in accordance with NRS §333.335(3) based upon the following criteria:

- Demonstrated competence
- Experience in performance of comparable engagements
- Conformance with the terms of this RFP
- Expertise and availability of key personnel
- Reasonableness of cost

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

Proposals shall be kept confidential until a contract is awarded.

8.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and 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 a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada NRS § 333.335(5)

8.3 Each vendor must include in its proposal 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 proposal. The State reserves the right to reject any proposal 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.

8.4 Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive NAC §333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. 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 proposals submitted by competing vendors.

8.5 A Notification of Intent to Award shall be issued in accordance with NAC §333.170. Any award to each vendor 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 RFP.

8.6 This RFP is intended to result in multiple contract awards. As vendors conclude respective negotiations awards can be made without delay regarding other vendor negotiations. Vendors who remain in negotiations will not prevent awarded vendors' contracts from being executed and work commenced.

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

9. TERMS, CONDITIONS AND EXCEPTIONS

9.1 Performance of vendors will be rated semi-annually following contract award and then annually for the term of the contract by the using State agency in six categories: customer service; timeliness; quality; technology; flexibility; and pricing. Vendors will be notified in writing of their rating.

9.2 In accordance with Nevada Revised Statute 333.336, if a vendor submitting a proposal in response to this solicitation is a resident of another state, and with respect to contracts

awarded by that state, applies to vendors who are residents of that state a preference, which is not afforded to vendors or contractors who are residents of the State of Nevada, the State of Nevada, Purchasing Division shall, insofar as is practicable, increase the out of state vendor's proposal by an amount that is substantially equivalent to the preference that the other state of which the vendor is a resident denies to vendors or contractors who are residents of the State of Nevada.

9.3 This procurement is being conducted in accordance with NRS chapter 333 and NAC chapter 333.

9.4 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, 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.

9.5 The State reserves the right to waive informalities and minor irregularities in proposals received.

9.6 The State reserves the right to reject any or all proposals received prior to contract award (NRS §333.350).

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

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

9.9 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the vendor's standard contract language. The omission of these documents renders a proposal non-responsive.

9.10 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.

9.11 Proposals 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.

9.12 Proposals 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.

9.13 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).

9.14 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other

contractor, vendor or prospective vendor. Collaboration among competing vendors about potential proposals submitted pursuant to this RFP is prohibited and may disqualify the vendor.

9.15 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.

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

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

9.18 All proposals submitted become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The master technical proposal, the master cost proposal and Confidential Information of each response shall be retained for official files. Only the master technical and master cost will become public record after the award of a contract. The failure to separately package and clearly mark Part III – 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.

9.19 A proposal submitted in response to this RFP must identify any subcontractors ***to include CLECs***, and outline the contractual relationship between the awarded vendor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded vendor's obligations.

9.20 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 RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.

9.21 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 RFP. 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.

Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the below-stated Insurance Schedule. It will be the awarded vendor's responsibility to recommend to the State alternative methods of insuring the

contract. Any alternatives proposed by a vendor should be accompanied by a detailed explanation regarding the vendor's inability to obtain insurance coverage as described below. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

9.22 Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, 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.

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

9.24 Attachment B of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment C contract form and all terms and conditions therein, except such terms and conditions that the vendor expressly excludes. ***Exceptions will be taken into consideration as part of the evaluation process***. ***All exceptions to this RFP within the vendor's proposal must be specified in Attachment B. The State will not accept references to the vendor's Web Sites for any additions, deletions, changes or modifications to the price, any terms and conditions, or any other factors which will influence or impact the RFP process or the contract.***

9.25 The State reserves the right to negotiate final contract terms with any vendor selected NAC §333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, 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, the RFP, any modifications and clarifications to the awarded vendor's proposal, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

9.26 Vendor understands and acknowledges that the representations above are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentation shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

9.27 No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the State.

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

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

9.30 Local governments (as defined in NRS §332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP 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 RFP.

9.31 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.

9.32 State Observed Holidays

The State observes the holidays noted in the following table.

HOLIDAY	DAY OBSERVED
New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
President's 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
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	Friday following the fourth Thursday in November
Christmas Day	December 25

Note: When January 1, July 4, November 11 or December 25 falls on a Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.

9.33 State Owned Property

The Awarded Vendors 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.

9.34 Award of Related Contracts

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

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

9.35 Inspection/Acceptance of Work

9.35.1 It is expressly understood and agreed all work done by the awarded Vendor shall be subject to inspection and acceptance by the State.

9.35.2 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.

9.35.3 Nothing contained herein shall relieve the awarded vendor 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.

9.36 Completion of Work

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

9.37 Issue Resolution

During the term of the contract, issue resolution will be a critical component. The following process will be adhered to for all issues.

9.37.1 Presentation of Issues

9.37.1.1 Contractual service and repair issues from the awarded vendor must be presented in writing to the Point of Contact for this RFP.

9.37.1.2. Issues raised by the State will be presented to the awarded vendor's identified key personnel.

9.37.1.3 Issues raised by either party must be accepted, rejected and/or responded to in writing within three (3) working days of presentation or by a mutually agreed upon due date.

9.37.1.4 Failure to accept, reject and/or respond within the specified time frame will result in deeming the issue presented as accepted and the party presenting the issue may proceed to act as if the issue were actually accepted.

9.37.2 Escalation Process

9.37.2.1 If no resolution is obtainable by the parties listed above, the issue will be escalated to the:

A. Deputy Chief for the Department of Administration, Purchasing Division; and

B. Designated representative for the awarded vendor.

9.37.2.2 A meeting between the parties will take place within three (3) working days or a mutually agreed upon time frame.

9.37.2.3 Final resolution of issues will be provided in writing within two (2) working days of the meeting or a mutually agreed upon time frame.

9.37.2.4 All parties agree to exercise good faith in dispute/issue resolution.

9.37.2.5 If no resolution is obtainable after the above review, the issue will be escalated to the DoIT Director for the State and the designated representative for the awarded vendor.

9.37.2.6 A meeting between the parties will take place within three (3) working days or a mutually agreed upon time frame.

9.37.2.7 Final resolution of issues will be provided in writing within two (2) working days of the meeting or a mutually agreed upon time frame.

9.37.3 Proceed with Duties

The State and the awarded vendor agree that, during the time the parties are attempting to resolve any dispute in accordance with the provisions of the contract, all parties to the contract shall diligently perform their duties thereunder.

9.37.4 Schedule, Cost and/or Scope Changes

If any issue resolution results in schedule, cost and/or scope changes, a State BOE contract amendment will be required.

9.38 Ownership of Information and Data

9.38.1 The State shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, installed, improved, or furnished by the awarded vendor under this contract.

9.38.2 All files containing any Nevada information are the sole and exclusive property of the State. The awarded vendor agrees not to use information obtained for any purposes not directly related to this contract without prior written permission from the State.

9.39 Awarded vendor agrees to abide by all federal and State confidentiality requirements.

9.40 ***Proposing Vendor must include any Software Licensing Agreements that will apply to the contract within the proposal.***

9.41 Security Conditions

Awarded Vendors must comply with the following State requirements to:

9.41.1 Have an implicit responsibility to safeguard the public trust. Additionally, further affirm to follow all rules, regulations and statutes governing the integrity and security of information resources prescribed by the State as outlined below.

9.41.2 Guard against and report to the proper authority any accidental or premeditated disclosure or loss of material such as, but not limited to, confidential data, sensitive information, developmental or operation manuals, encoding systems, activation passwords for teleprocessing, keys or any material entrusted when such disclosure or loss could be detrimental to the State of Nevada or citizenry thereof.

9.41.3 Assume responsibility to safeguard computer access privileges entrusted to awarded vendor with (e.g., USERID and PASSWORD) and not disclose this sensitive information to anyone.

9.41.4 Be responsible for all activity conducted under user registrations.

9.41.5 Understand that the LOGONID and PASSWORD are intended for the sole use of the personnel to whom it is assigned and is not to be loaned to or used by any other individual.

9.41.6 Conform with customer agency regulations and in the performance of duties, release State input documents and report output only to an authorized representative of the owning agency. Under no circumstances will awarded vendor allow data owned by one customer agency to be made available to another entity without obtaining the express permission of the owning agency for such disclosure or utilization.

9.41.7 Respect customer confidentiality to include agency data, applications and procedures and submit to an authorized State materials pertinent to the performance of assigned duties and tasks upon contract termination.

9.41.8 Not share proprietary information of the State without permission of the State.

9.41.9 Do not deploy employees/contractors to the State who are: in an impaired condition resulting from the use of alcohol or drugs; consume alcohol while on duty; or unlawfully possess or consume any drugs while on duty, at a work site or on State property. Any employee/contractor who violates this policy is subject to dismissal/removal from the project.

9.42 Contract Participation

The awarded vendor agrees that any individual employed by the State of Nevada, within a preceding one (1) year period of the date of the BOE approved contract, shall not be allowed, either directly or indirectly, to participate in the implementation or execution of this contract if:

9.42.1 His/Her principal duties included the formulation of policy affecting the information technology industry; or

9.42.2 During the immediately preceding year he/she directly performed activities, or controlled or influenced an audit, decision, investigation or other action, which significantly affected the information technology industry; or

9.42.3 As a result of his/her governmental service or employment, he/she possesses knowledge of the trade secrets of a direct business competitor.

9.43 Advertising

9.43.1 No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the Director of DoIT. As a result of the selection of the awarded vendor to supply the requested services, the State is neither endorsing nor suggesting that the awarded vendor is the best or only solution.

9.43.2 The awarded vendor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except on the specific advance written authorization by the Director of DoIT.

9.44 Right to Publish

Throughout the term of the contract, the awarded vendor must secure the written approval of the State prior to the release of any information that pertains to work or activities covered by the contract.

9.45 Prerequisites and Regulatory Requirements

9.45.1 The provider of dial tone service must be certificated by Nevada Public Utilities Commission to operate in the State of Nevada in order to be considered. A copy of the current, valid certificate must accompany the response to this RFP.

9.45.2 The awarded vendor is responsible for complying with and updating the services they provide for any regulatory changes and requirements during the life of the contract. These regulatory changes include federal, state or local municipal modifications. These changes must be made in a timely manner and at no cost to the State.

9.45.3 ***Vendors and any subcontractors must be currently licensed in the State of Nevada as a contractor through the State of Nevada Contractor's Board. A copy of the current, valid contractor's license for both the Vendors and any subcontractors must accompany the response to this RFP.***

9.46 Period of Performance

9.46.1 The contracts will be effective March 1, 2010 subject to approval by the BOE for a two (2) year term.

9.46.2 At the State's option, the State may elect to offer one or more of the contracted vendors a one year contract extension, for a total of not more than four (4) additional one year terms.

9.46.3 Awarded contracts (following successful negotiations per each awarded vendor) are intended to be executed on August 1, 2009 for implementation on March 1, 2010.

9.47 Contract Prices

9.47.1 Itemized prices must not increase over the initial two-year term of the contract. At the time the State considers the two one-year options, the Awarded Vendors may submit requests for rate increases or decreases. Notification of any rate changes must be submitted in writing at least six months prior to the renewal period. All extensions of the term and/or all rate increases and decreases will be an amendment to the contract that must be approved by the BOE.

9.47.2 The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.

9.47.3 In the event newer technology becomes available, such as carrier voice over IP, and is tariffed by the PUC/FCC the State shall reserve the option to elect transferring to this technology without penalty. The same rate provisions and guaranteed minimum purchase provisions negotiated will apply to the new technology. Volume discounts and government specific rates shall apply to the new service. In the event a tariff is filed with the PUC/FCC at a lower rate for price or quantity than negotiated under the provisions of this contract, the reduced rate shall take effect from the date of that filing.

9.48 Subcontracting

9.48.1 The State reserves the right to refuse the awarded vendor’s personnel from working on State projects and from entering State property or State equipment.

9.48.2 In the event of a proposal submitted jointly by more than one (1) organization, one (1) organization must be designated as the awarded vendor. The awarded vendor will be solely responsible for ensuring the performance of all aspects of the contract, whether or not subcontractors are used. All other participants shall be designated as subcontractors.

9.48.3 All subcontractors included in the proposal shall be considered approved by the signing of the prime contract unless otherwise specified.

9.48.4 Once the prime contract is approved, the use of additional subcontractors by the awarded vendor (for any portion of the scope of work) is subject to the prior written consent of the State. The State may request such additional information and written assurances as deemed necessary. The determination of whether such consent will be provided shall be within the sole discretion of the State.

9.48.5 Subcontractors must be in place prior to the approval of the prime contract by BOE.

9.48.6 Any subcontract to which the State has consented shall in no way alter the terms and conditions of the prime contract. No subcontract or delegation shall relieve or discharge the awarded vendor from any obligation or liability under the contract.

9.48.7 Subcontractors are subject to the same terms and conditions as the prime awarded vendor throughout the term of the contract. The State has the right to revoke the consent.

9.48.8 ***Competitive Local Exchange Carriers (CLECs) - Should the awarded vendor elect to use a CLEC as part of that vendor's contract then that CLEC will be considered a subcontractor.***

9.49 Contractual Special Terms and Conditions

9.49.1 Conflict of Terms and Conditions – In the event of any conflict between the Good of the State Contracts (resulting from this RFP) terms and conditions and any of the terms and conditions included in the vendors' (or subcontractors) lease, rental, ***agreements, "riders" impacting state agencies*** or contract, the Contract terms and conditions of this Good of the State Contract shall prevail.

9.49.2 Subordinate Agreements –

9.49.2.1 Agreements must be approved and signed by the State agency's representative in order to validate that agreement.

9.49.2.2 Agreements shall not reference Web Sites.

9.49.2.3 Agreements shall not deviate from or exceed the term of the Good of the State Contracts resulting from this RFP.

9.49.2 Survivability – Agreements made using the authority provided by this Contract will survive the Contract itself. The Contract terms and conditions will survive the authorizing contract through that final term. Those customers purchasing equipment will receive ongoing service from the Awarded vendor at the agreed upon Contract rate until the expiration of the Service Contract.

9.49.3 Proprietary and Confidential Information

9.49.3.1 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.

9.49.3.2 Submitted proposals, which have proprietary and confidential labeled information must not conflict with the Landmark Telecom Act of 1996.

9.50 Liquidated Damages

9.50.1 If a correction pursuant to Contract Form in Attachment C, Time to Correct, is unsatisfactory or not timely made, without waiver of the right to declare a termination and other remedies, awarded vendor may be required to pay a liquidated damage retroactive to the original notice date until it is corrected.

9.50.2 The liquidated damages shall be deducted from the awarded vendor's next invoice or may be billed to the awarded vendor directly.

9.50.3 If the awarded vendor fails to meet the contract requirements, within the time specified, or within such additional time as may be granted by the formal action of the State, the awarded vendor shall pay to the State liquidated damages.

9.50.4 Liquidated damages are calculated at:

The State reserves the right to access the following liquidated damages for service.

Proposer Action	Type of State Request			
	Work Order	Urgent Work Order	Support Request (Repair Ticket)	Major Outage
Acknowledge the Request	Written, 24 Hours	Voice, Immediately	Voice, Immediately	Voice, Immediately Ticket Number
Respond	Voice, 3 Days	Voice, 1 hour	Voice, 1 hour	Voice, 1 hour
First Report	Voice, Immediately	Voice, 2 hours	Voice, 2 hours	Voice, 1.5 hours
Progress Report(s)	None Required	Voice, 5 hours	Voice, 5 hours	Voice, hourly
Resolution Report	Written, 10 days	Written, 10 Hours	Written, 10 Hours	Written, 4 hours
Liquidated Damages	$32/day	$60/day	$60/day	$2500/outage/day
For unresolved requests, the Proposer shall pay the full amount of liquidated damages immediately after the required resolution and the every 24 hours until the action is resolved.				

Note:
Respond: To start/or schedule the work
First Report: The assessment of the problem is resolved, as applicable.
Resolution: The work is complete or the problem resolved, as applicable.
Written: Email and fax, among others.

9.50.5 This sum shall be considered as reimbursement, in part, to the State, for the loss of the use of the items agreed to in this document.

9.50.6 For the purposes of liquidated damages, the number of days that the State causes a time delay will be added to the awarded vendor's due date.

9.50.7 Major outages are defined within the glossary.

9.51 Scope of Services

In order to insure network reliability and maximize network availability, the State reserves the right to order additional facilities with a secondary vendor (i.e., a vendor other than the one selected from this process).

10. 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 proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

Part I: **Completed**

1. Required number of Technical proposals (per Submittal Instructions) _____

2. **Required Forms to be submitted with technical proposal under section/tab labeled "State Documents";** _____

   a. Page 1 of the RFP completed _____

   b. All Amendments completed and signed _____

   c. Primary Vendor Attachments A & B signed _____

   d. Subcontractor Attachment A & B signed (if applicable) _____

   e. Primary Vendor Information provided _____

   f. Subcontractor Information provided (if applicable) _____

   g. Certificate of Insurance _____

   h. C2D License _____ _____

3. Required type of services vendor is responding/proposing to:

   a. Voice _____

   b. Transport _____

   c. Optional _____

Part II:

1. Required number of Cost proposals (per Submittal Instructions) _____

2. (other) _____ _____

Part III:

1. Required number of Confidential Information (per Submittal Instructions and defined in Acronyms/Definitions) _____

2. Financial Information _____

REMINDERS:

.

1. Send out Reference forms for Primary Vendor (with Part A completed) _____

2. Send out Reference forms for Subcontractors (with Part A completed) (if applicable) _____

Attachment A
CONFIDENTIALITY OF PROPOSALS AND CERTIFICATION OF INDEMNIFICATION
PRIMARY VENDOR

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 document, vendors are requested to submit confidential information in a separate envelope or binder marked "**confidential**."

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 either Confidential Information, Trade Secrets and/or Proprietary information as defined in Section 2 "ACRONYMS/DEFINITIONS."

YES_____ (if Confidential Information is contained within this proposal organization must indicate each confidential item in the table below)

Proposal Page #	Proposal Section #	Justification for confidential status

NO_____

SIGNATURE _____ _____
Primary Vendor Date

PRINT NAME _____
Primary Vendor

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

Attachment A
CONFIDENTIALITY OF PROPOSALS AND CERTIFICATION OF INDEMNIFICATION
SUBCONTRACTOR

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 document, vendors are requested to submit confidential information in a separate envelope or binder marked "**confidential**."

The State will not be responsible for any information contained within the proposal should vendors not comply with the labeling and packaging submission requirements, proposal will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposal 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 either Confidential Information, Trade Secrets and/or Proprietary information as defined in Section 2 "ACRONYMS/DEFINITIONS."

YES_____ (if Confidential Information is contained within this proposal organization must indicate each confidential item in the table below)

Proposal Page #	Proposal Section #	Justification for confidential status

NO_____

SIGNATURE _____ _____
Subcontractor Date

PRINT NAME _____
Subcontractor

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

Attachment B
CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP
PRIMARY VENDOR

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

Checking "YES" indicates acceptance of all terms and conditions, while checking "NO" denotes non-acceptance and vendor's exceptions should be detailed below. In order for any exceptions to be considered they **MUST** be documented.

YES _____ I agree. NO _____ Exceptions below:

SIGNATURE _____ _____
Primary Vendor Date

PRINT NAME _____
Primary Vendor

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)

Attach additional sheets if necessary. Please use this format.

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

Attachment B
CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP
SUBCONTRACTOR

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

Checking "YES" indicates acceptance of all terms and conditions, while checking "NO" denotes non-acceptance and vendor's exceptions should be detailed below. In order for any exceptions to be considered they **MUST** be documented.

YES _____ I agree. NO _____ Exceptions below:

SIGNATURE _____ _____
Subcontractor Date

PRINT NAME _____
Subcontractor

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)

Attach additional sheets if necessary. Please use this format.

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

Attachment C

CONTRACT FORM

The following State Contract Form is provided as a courtesy to vendors interested in responding to this RFP. 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 responses.

All vendors are required to submit a Certificate of Insurance in the "State Documents tab/section of their technical proposal identifying the coverages and minimum limits currently in effect.

Please pay particular attention to the insurance requirements, as specified in paragraph 16 and Attachment BB of the attached contract.

As with all other requirements of this RFP, vendors may take exception to any of the terms in the Contract Form, including the required insurance limits. Exceptions will be considered during the evaluation process.

Unless specified as above, the insurance minimum limits will be negotiated at the time the State issues a Letter of Intent to Award.

For Purchasing Use Only:
RFP/CONTRACT #

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting By and Through Its

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF CONTRACTING AGENCY)

and

(NAME, CONTACT PERSON, ADDRESS, PHONE, FACSIMILE NUMBER OF INDEPENDENT CONTRACTOR)

WHEREAS, NRS 284.173 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. CONTRACT TERM. This Contract shall be effective from _____ subject to Board of Examiners' approval (anticipated to be _____) to _____, unless sooner terminated by either party as specified in paragraph ten (10).

4. NOTICE. Unless otherwise specified, termination shall not be effective until **_120_** calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: STATE SOLICITATION OR RFP #_____ and AMENDMENT(S) #___;
ATTACHMENT BB: INSURANCE SCHEDULE; AND
ATTACHMENT CC: CONTRACTOR'S RESPONSE

A Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost of $ _____ per _____ (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: _____, not to exceed $ _____. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. TIMELINESS OF BILLING SUBMISSION. The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later

than the first Friday in August of the same year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed one hundred dollars ($100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract shall not be terminated until 120 calendar days after (i) execution of a written agreement terminating the contract by mutual consent, or (ii) service of a written notice of termination by either party without cause will result in a prorated refund to the State for any portion of the contract paid in advance.

b. State Termination for Non-appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph twenty-one (21).

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation one hundred and twenty-five dollars ($125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

12. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. INDEMNIFICATION. To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

	Contractor's Initials	
	YES	**NO**
1. Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	_____	_____

2.	Will the Contracting Agency be providing training to the independent contractor?	_____	_____
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	_____	_____
4.	Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?	_____	_____
5.	Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?	_____	_____
6.	Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?	_____	_____
7.	Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?	_____	_____

16. INSURANCE SCHEDULE. Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in Attachment BB, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
2) The State has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in Attachment BB, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

1. Final acceptance by the State of the completion of this Contract; or
2. Such time as the insurance is no longer required by the State under the terms of this Contract;

Whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

General Requirements:

a. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
b. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars ($50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.

e. Policy Cancellation: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract:

f. Approved Insurer: Each insurance policy shall be:
   1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
   2) Currently rated by A.M. Best as "A-VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized insurer to bind coverage on its behalf. The state project/contract number; description and contract effective dates shall be noted on the certificate, and upon renewal of the policies listed Contractor shall furnish the State with replacement certificates as described within Insurance Coverage, section noted above.

Mail all required insurance documents to the State Contracting Agency identified on page one of the contract.

2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85) , signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, subsection a above.
3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multi-century formulas and data values and date data interface values that reflect the century.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature Date	Independent's Contractor's Title
Signature Date	Title
Signature Date	Title
Signature - Board of Examiners	APPROVED BY BOARD OF EXAMINERS On _____ (Date)
Approved as to form by: Deputy Attorney General for Attorney General	On _____ (Date)

Form Approved 05/08/02
Revised 11/07

ATTACHMENT BB
INSURANCE SCHEDULE

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $5,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability - can be waived if contract does not involves use of motor vehicle.**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

a. Policy shall contain a waiver of subrogation against the State of Nevada.

b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Professional Liability (Errors and Omissions Liability) – service contracts over $500 thousand and above.

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(State of Nevada Department Representative's Name & Address)**.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A- VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(State Department Representative's Name and Address)**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time**. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature	Date	Independent's Contractor's Title
Signature- State of Nevada	Date	Title

Attachment BB Page 3 of 3

RMIns rev 03/08

Attachment D

REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the RFP 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.

The proposing vendor or subcontractor is required to complete Part A and send the following reference form to each business reference listed for completion of Part B. The business reference, in turn, is requested to submit the Reference Form directly to the State of Nevada, Purchasing Division by the requested deadline for inclusion in the evaluation process. The business reference may be contacted for validation of the response.

State of Nevada
Department of Administration
Purchasing Division
515 E. Musser Street, Room 300
Carson City, NV 89701

Jim Gibbons
Governor

Greg Smith
Administrator

RFP # 1773 REFERENCE QUESTIONNAIRE FOR:

Part A: _____
(Name of company requesting reference)

☐ As Primary Vendor
☐ As Subcontractor of _____
Name of Primary Vendor

Part B:
This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of Nevada, Purchasing Division, via e-mail at srvpurch@purchasing.state.nv.us or facsimile at (775) 684-0188, no later than April 14, 2009, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of Nevada Purchasing Division, Services Procurement Section by telephone at (775) 684-0170 or by e-mail at srvpurch@purchasing.state.nv.us. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?
   COMMENTS:

2. How would you rate this firm's knowledge and expertise?
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____Rating:

Name: _____Rating:

Name: _____Rating:

Name: _____Rating:

COMMENTS:

7. How satisfied are you with the products developed by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?
COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?
COMMENTS:

10. Would you recommend this vendor's services to your organization again?
COMMENTS:

Attachment E
SAMPLE SCORE SHEET

STATE OF NEVADA, PURCHASING DIVISION
RFP 1773
Local Exchange Telecommunications Voice, Data
and Transport Services for Southern Nevada
Proposal Opening Date: April 15, 2009

VENDOR NAME:_____

Evaluator Initials:_____

Item	Evaluation Criteria	Weight	Score (1-10)	Revised Score (1-10)
1.	Demonstrated Competence			
2.	Experience in performance of comparable engagements			
3.	Conformance with the terms of this RFP			
4.	Expertise and availability of key personnel			
5.	Reasonableness of cost			
	Total			

After reading vendor proposals, assign a score for each criterion above between 1 and 10, with 1=Poor and 10=Excellent, per the *Evaluation Guidelines* included in your packet. The Revised Score column should be left blank until the scheduled evaluation meeting.

Below is a brief description of the issues related to each factor.

1. Demonstrated competence. Did the vendor provide sufficient data to convince you that it will do a good job for the State? Was the proof compelling? Are you confident that this vendor has the knowledge, skills and abilities to perform all its tasks well? Will the vendor's resources be adequate to serve the State's needs? Does the vendor suggest new ways to enhance performance? Does the vendor have the flexible capacity to handle all the needs of the State as they continue to change? Did the vendor present sufficient performance history to convince you of its ability? Has the vendor been in business long enough to provide good stability? Has the vendor experienced ownership changes that would impact its services? Has there been any censure or litigation history?

2. Experience in performance of comparable engagements. Does the vendor have prior experience that will ensure all the skills necessary to perform tasks well? Did the vendor have success in other work for a private or governmental entity? Does the vendor's previous work convince you of its successful completion of these duties? Has the vendor provided adequate references? (During the evaluation meeting, State Purchasing shall provide reference responses to questionnaires.)

3. Conformance with the terms of this RFP. Did the vendor's proposal provide all the necessary information requested in the RFP in a professional manner? Did the proposal cause doubt regarding its ability to complete the necessary tasks? Was the proposal easy to understand and did it provide answers to questions, or create more questions?

4. Expertise and availability of key personnel. Is the staff that will be assigned to this project by the vendor the best qualified to complete the tasks? Will they be available to insure completion of the project? Will they be available for follow-up issues? Is sufficient staff assigned to handle these duties? Is there a Nevada office or contact person? Will assigned staff respond to issues within a reasonable amount of time?

5. Reasonableness of cost. Has the vendor established a cost that is reasonable for the project? Is the State of Nevada receiving good value for its dollars? Does the fee appear cost-effective? ***Are the costs reasonable compared to the competition? Will there be any additional costs or other ongoing expenses?***

Attachment F

T1s

Table 1

Meridian Business Sets	
Quantity	**Central Office**
580	See location codes provided in Table 2 (PRI/DID)

Table 2

LAS VEGAS CHANNELIZED DS-3 T1s Notes: 1. T-1's are clear channel T-1's with the framing and formatting of ESF/B8ZS. 2. DS-3 refers to a muxed DS-3 that has the capability of providing services to 28 individual T-1's.			
Far Location	**Line Type**	**Termination End Point**	**Quantity**
Welfare Charleston 3700 E. Charleston Blvd Las Vegas NV	T1	Channelized DS-3 Entrance (555 E. Washington)	1
Health BLC 4220 South Maryland Pkwy Las Vegas NV	T1	Channelized DS-3 Entrance (555 E. Washington)	1
Welfare Desert Inn 3120 East Desert Inn Rd Las Vegas NV	T1	Channelized DS-3 Entrance (555 E. Washington)	1
Welfare Belrose 700 Belrose Street Las Vegas NV	T1	Channelized DS-3 Entrance (555 E. Washington	1
Supreme Court LV 316 Bridger Ave Las Vegas NV	T1	Channelized DS-3 Entrance (555 E. Washington)	1
Welfare Cambridge Center 3827 S. Maryland Parkway Las Vegas NV	T1	Channelized DS-3 Entrance (555 E. Washington)	1
Nevada State Board of Nursing 4330 S Valley View Blvd Las Vegas NV	T1	Channelized DS-3 Entrance (555 E. Washington)	1

LAS VEGAS CHANNELIZED DS-3 T1s **Notes: 1. T-1's are clear channel T-1's with the framing and formatting of ESF/B8ZS.** **2. DS-3 refers to a muxed DS-3 that has the capability of providing services to 28 individual T-1's.**			
DCFS Quail Park 2810 W. Charleston Blvd Las Vegas NV	T1	Channelized DS-3 Entrance (555 E. Washington)	1
DCFS Bonanza 3551 Bonanza Las Vegas NV	T1	Channelized DS-3 Entrance (555 E. Washington)	1
Nevada Veterans Nursing Home 100 Veterans Memorial Drive Bolder City, NV	T1	Channelized DS-3 Entrance (555 E. Washington)	1
DCFS Belrose 610 Belrose Las Vegas NV	T1	Channelized DS-3 Entrance (555 E. Washington))	1
DCFS Flamingo 3075 E. Flamingo Las Vegas NV	T1	Channelized DS-3 Entrance (555 E. Washington)	1
Education Las Vegas 1820 E. Sahara Las Vegas NV	T1	Channelized DS-3 Entrance (555 E. Washington)	1
DCFS Eastern 3175 Eastern Ave Las Vegas NV	T1	Channelized DS-3 Entrance (555 E. Washington)	1
OPEN FOR FUTURE USE	T1	Channelized DS-3 Entrance (555 E. Washington)	1
OPEN FOR FUTURE USE	T1	Channelized DS-3 Entrance (555 E. Washington)	1
OPEN FOR FUTURE USE	T1	Channelized DS-3 Entrance (555 E. Washington	1
OPEN FOR FUTURE USE	T1	Channelized DS-3 Entrance (555 E. Washington	1
OPEN FOR FUTURE USE	T1	Channelized DS-3 Entrance (555 E. Washington)	1

LAS VEGAS POINT TO POINT CIRCUITS			
Far Location	**Line Type**	**Termination End Point**	**Quantity**
Public Utilities Commission LV 101 CoNVention Center Drive Las Vegas, NV	T1	Grant Sawyer Office Bldg. 555 E. Washington	1
Consumer Affairs Division 1850 E Sahara Ave Las Vegas, NV	T1	Grant Sawyer Office Bldg. 555 E. Washington	1
Welfare Charleston 3700 E. Charleston Blvd Las Vegas, NV	T1	Grant Sawyer Office Bldg. 555 E. Washington	1
DMV Sahara 2701 E. Sahara Avenue Las Vegas, NV	T1	Grant Sawyer Office Bldg. 555 E. Washington	2
DMV Donovan 4110 Donovan Way Las Vegas, NV	T1	Grant Sawyer Office Bldg. 555 E. Washington	1
DMV Flamingo 8250 W. Flamingo Road	T1	Grant Sawyer Office Bldg. 555 E. Washington	2
Industrial Relations 1301 N. Green Valley Pkwy Las Vegas, NV	T1	Grant Sawyer Office Bldg. 555 E. Washington	1
Housing LV 1771 E. Flamingo Suite Las Vegas, NV	T1	Grant Sawyer Office Bldg. 555 E. Washington	1
B&I Insurance 2501 E. Sahara Las Vegas, NV	T1	Grant Sawyer Office Bldg. 555 E. Washington	1
Welfare EOB 2500 Washington Las Vegas, NV	T1	Grant Sawyer Office Bldg. 555 E. Washington	1
DCFS Pahrump Nevada Bell CO	T1	Grant Sawyer Office Bldg. 555 E. Washington	1
Transport Services Author. 2290 S. Jones Street	T1	Grant Sawyer Office Bldg. 555 E. Washington	1

LAS VEGAS POINT TO POINT CIRCUITS			
Las Vegas, NV			
Welfare Henderson 538 A South Boulder Highway Henderson NV	T1	Grant Sawyer Office Bldg. 555 E. Washington	1
Welfare Owens 1040 West Owens Avenue Las Vegas NV	T1	Grant Sawyer Office Bldg. 555 E. Washington	1

Las Vegas PRI/DID

Far Location	Line Type	Termination End Point
Dept. of Transportation 123 E. Washington Avenue Las Vegas, NV	PRI/DID	MNNV
Contractors Board 4220 South Maryland Parkway Las Vegas, NV	PRI/DID	S5NV
Legislative Counsel Bureau 555 East Washington Avenue Las Vegas, NV	PRI/DID	MNNV
Dept. of Information Technology 555 East Washington Avenue Las Vegas, NV	PRI/DID	E7NV
Dept. of Motor Vehicles 8250 West Flamingo Road Las Vegas, NV	PRI/DID	E7NV
Welfare Division, Food Stamps 3700 East Charleston Blvd Las Vegas, NV	PRI/DID	E2NV
Welfare Division 700 Belrose Street Las Vegas, NV	PRI/DID	N8NV
Welfare Division 538 A South Boulder Hwy Henderson, NV	PRI/DID	HDNV
Dept. of Training and Rehabilitation 2800 E. St Louis Las Vegas, NV	PRI/DID	S5NV
Dept. of Prisons Jean Conservation Camp 3 Prison Road Jean NV 89019	PRI/DID	JNNV

Attachment G

Proposer References

VENDORS REFERENCE FORM

A form must be completed for every reference provided by the Vendors and/or subcontractor.

COMPANY NAME:	

☐ **Prime Contractor**	☐ **Subcontractor**

Client Name:	**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*:
Description of client:	
Contract Start Date:	
Contract End Date:	
Length of Contract:	
Description of Services Provided:	
User Base of the Customer:	
Contractor's Point of Contact for this Contract:	

Proposing firm (must identify prime contractor)	

Attachment H
Telecommunications Add-On Charges

Vendor Name _____ Year 1 ☐ Year 2 ☐

All fields must be completed. Use NC for no charge. Any field left blank will be assumed to be no charge to the State. ***Note: Vendors must return two separate tables – one for contract year 1 and one for contract year 2.***

	ISDN PRI	ISDN BRI	TRUNK LINE
Subscriber Line Charge (SLC)			
National Access Fee (or PICC)			
Local Number Portability Charge (LNP)			
Universal Service Fund (USF) Interstate			
Universal Service Fund (USF) Intrastate			
Telecommunications Relay Service (TRS)			
E-911 Charges			
Franchise Fees (average)			
State Sales Tax Clark County			
Business License Fee			
Other (Please describe)			
Total			

Attachment I
Centrex Pricing Model

Vendor Name _____ Year 1 ☐ Year 2 ☐

All fields must be completed. Use NC for no charge. Any field left blank will be assumed to be no charge to the State.

Note 1: Vendors must return two separate tables – one for contract year 1 and one for contract year 2.
Note 2: The State has approximately 10,000 DID numbers.

Item	**One Time Installation Cost**	**Cost for Each Additional Item on Same Order**	**Recurring Monthly Cost**
Service Order			
Line Connection or CO Charge			
Premise Visit Charge			
Station Speed Dialing			
Three- Way Calling			
Call Pick-up			
Call Transfer (external)			
Call Transfer (internal)			
Call Hold			
Call Forwarding Variable			
Call Forwarding, Busy			
Call Forwarding, Don't Answer			
Remote Access to Call Forwarding			
Distinctive Ringing			
Automatic Call Back Calling			
Call Waiting			
Call Park			
Station Restriction, denied orinating			
Station Restriction, denied terminating			
Station Restriction, toll restriction			
Enhanced Centrex package			
Meridan Business Set Line Card-with Centrex line			
Meridan Business Set Display Card-with Centrex line			
Music on Hold			

Item	One Time Installation Cost	Cost for Each Additional Item on Same Order	Recurring Monthly Cost
Software number			
ACD agent			
UCD agent			
UCD recording			
Centrex Line			
Six digit dialing			
Caller ID			
State Mailbox (Option Out '0')			
Standard Voice Mail (15 - 1 min msgs)			
Voice Mail Box (25 - 1 min msgs)			
Voice Mail Box (50 - 1 min msgs)			
Voice Mail Box (70 - 1 min msgs)			
2 Minute Annoucement Only			
Voice Mail Box (25 - 3 min msgs)			
Voice Mail Box (Fax)			
Voice Mail Box (3 min greeting)			
Voice Mail Bulletin Board			
VIS, Auto-attendant (1st Press-off)			
VIS, Auto-attendant (Additional Press-off)			
Line Connection Premise Visit			
Standard Premise Visit			
Service Order Program Change			
Software Change			
Rewire Jack & Wire			
The following services may no longer be available, but are included here for those items that may already be installed.			
SMDR (Station msg. Detail recording)			
Norstar DRS Line Card			
Norstar M7310 Feature Set			
Norstar M7208 Standard Set			
Meridian M5009 Standard Set			
Meridian M5112 Speaker Set			
Meridian M5209 Display Set			
Meridian 18 Button Add On Module			
Centrex Console			
Console Headset			

Item	One Time Installation Cost	Cost for Each Additional Item on Same Order	Recurring Monthly Cost
2500 Set Single-Line			
M9316 Class Set			
M3000 Maestro Single-Line Set			
Code A Phone			
Meridian Set Handling			
Single Line Handling			
Norstar Handling			

Local Service Pricing Model

Local Telephone Services	One Time Installation Cost	Cost for Each Additional Item on Same Order	Recurring Monthly Cost
Service Order			
Line Connection or CO charge			
Premise Visit Charge			
1 Flat Business Line			
1FB Multiple Line Hunt Group			
Combination Trunk (2-way)			
Direct In Dial Trunk (DID)			
Direct Out Dial Trunk (DOD)			
ISDN BRI (2B+D)			
ISDN PRI Circuit (2-way) (23B+D)			
D Channel Backup			
Foreign Exchange Line			
Channelized T-1 (2 way)			
Extended Calling Area			
Measured Service			
# of calls included			
cost/call coverage			
Call Forwarding Feature (1FB)			
Toll Restrictions			
Block of 20 DID numbers			
Block of 50 DID			
Block of 100 DID numbers			
Block of 1,000 DID numbers			
Block of 10,000 DID numbers			
Caller ID Feature (DID)			
Network Access Register			

Local Telephone Services	**One Time Installation Cost**	**Cost for Each Additional Item on Same Order**	**Recurring Monthly Cost**
Directory Assistance-Local-2 free			
Directory assistance- National			
Ethernet 10 Mbps (2 year term) *			
Ethernet 100 Mbps (2 year term) *			
Ethernet GigE (2 year term) *			
Managed Ethernet 10 Mbps (2 year term)*			
Managed Ethernet 100 Mbps (2 year term)*			
Managed Ethernet GigE (2 year term)*			

* Please provide cost per minute, if applicable.

Attachment J

Local Service Pricing Model

Vendor Name _____ Year 1 ☐ Year 2 ☐

All fields must be completed. Use NC for no charge. Any field left blank will be assumed to be no charge to the State.

Note: Vendors must return two separate tables – one for contract year 1 and one for contract year 2.

Local Telephone Services	One Time Installation Cost	Cost for Each Additional Item on Same Order	Recurring Monthly Cost	Mileage Cost
Service Order			N/A	N/A
Line Connection or CO charge			N/A	N/A
Premise Visit Charge			N/A	N/A
1 Flat Business Line				
1FB Multiple Line Hunt Group				
Combination Trunk (2-way)				
Direct In Dial Trunk (DID)				
Direct Out Dial Trunk (DOD)				
ISDN BRI (2B+D)				
ISDN PRI Circuit (2-way) (23B+D)				
Foreign Exchange Line				
Channelized T-1 (2 way)				
Extended Calling Area				
Measured Service				
# of calls included				
cost/call coverage				
Call Forwarding Feature (1FB)				
Toll Restrictions				
Voice Mail (if available)				
Block of 20 DID numbers				
Block of 100 DID numbers				
Block of 1000 DID numbers				
Block of 10,000 DID numbers				
Caller ID Feature (DID)				
Network Access Register				
Directory Assistance				
Total				

Attachment K

TRANSPORT SERVICES PRICING

All fields must be completed. Use NC for no charge. Any field left blank will be assumed to be no charge to the State. ***Note: Vendors must return two separate tables – one for contract year 1 and one for contract year 2.***

Vendor Name _____ Year 1 ☐ Year 2 ☐

Table 1

Connection Type	Switch Location	Installation Cost	Monthly Recurring Cost	Comments
56K				
DS1				
DS-3				
Frame 56K				
Frame T-1				
PRI ISDN				
BRI ISDN*				
DSL				
DSL/Business				
OC3				

* Please provide cost per minute, if applicable, in the comments section.

Table 2

Connection Type	Switch Location	Installation Cost	Monthly Recurring Cost	Comments
OC1				
OC3				
OC12				
OC24				
OC48				

Attachment L

Ethernet 10 Mbps Circuits

Vendor Name _____ Year 1 ☐ Year 2 ☐

Note 1: Vendors must return two separate tables – one for contract year 1 and one for contract year 2.

Note 2: Provide pricing for individual circuits to each termination location. There are no three node connections.

	Ethernet Termination Location 555 E. Washington **MRC**	Ethernet Termination Location Switch Com. 7135 S. Decatur **MRC**	NRC	Additional costs	Options
DETR St Louis 2800 E. St Louis Las Vegas, NV					
B&I Housing 1771 E. Flamingo Rd., Ste. 103B Las Vegas, NV					
DCFS West Charleston 6171 W. Charleston Blvd., Bldg 8 Las Vegas, NV					
DETR @ W. Charleston Campus 6161 W. Charleston Blvd., Bldg 2 Las Vegas, NV					
Health 3811 W. Charleston Las Vegas, NV					
Fast Center @ NDOT 4615 W. Sunset Blvd. Las Vegas, NV					

DOC Florence McClure Women's Correctional Center 4370 Smiley Rd North Las Vegas, NV					
DOC Casa Grande Transitional Center 3955 W. Russell Rd. Las Vegas, NV					
DMV Sahara 2701 E. Sahara Ave. Las Vegas, NV					
DMV Flamingo 8250 W. Flamingo Rd. Las Vegas, NV					
DMV Donovan 4110 Donovan Way Las Vegas, NV					
DMV Decatur 7170 N. Decatur Blvd. Las Vegas, NV					

Ethernet Host Connect Cost

	Termination Location 555 E. Washington **MRC**	Termination Location Switch Com 7135 S. Decatur **MRC**	NRC	Additional costs
10 Mbps				
100 Mbps				
GigE				

Attachment M

DS3s and Point-to-Point

Vendor Name _____ Year 1 ☐ Year 2 ☐

Note 1: Vendors must return two separate tables – one for contract year 1 and one for contract year 2.

Note 2: All DS-3's can be fractionalized and can carry both voice and/or data.

Note 3: The table reflects point-to-point locations. T-1's are used for both voice and data; majority of circuits are used for data. The State is requiring circuit costs to each location.

Note 4: Regarding DS3 Termination Location 555 E. Washington and DS3 Termination Location Switch Com 7135 S. Decatur provide costs between the two.

Channelized DS3 # 1 Far End	DS3 Termination Location 555 E. Washington **MRC**	DS3 Termination Location Switch Com 7135 S. Decatur **MRC**	NRC	Additional costs	Mileage
DCFS Belrose 610 Belrose St. Las Vegas, NV					
Education 9890 S. Maryland Pkwy Las Vegas, NV					
Welfare Rancho 701 N. Rancho Las Vegas, NV					
NV Environmental Protection 1771 E. Flamingo , Ste 121A Las Vegas, NV					
Health 4220 S. Maryland Parkway, D-810 Las Vegas, NV					
Welfare Desert Inn 3120 E. Desert Inn Las Vegas, NV					

Welfare Mash 1504 N. Main St. Las Vegas, NV					
DCFS Maryland Parkway 4220 S. Maryland Pkwy., Bldg B, Suite 302 Las Vegas, NV					
Welfare Belrose 700 Belrose St. Las Vegas, NV					
DMV Flamingo 8250 W. Flamingo Road Las Vegas, NV					
DMV Sahara 2701 E. Sahara Ave. Las Vegas, NV					
Welfare Cambridge 3900 Cambridge St., Suite 202 Las Vegas, NV					
DMV Decatur 7170 Decatur Blvd. Las Vegas, NV					
DCFS Craig Rd 4538 Craig Rd., Ste 290 Las Vegas, NV					
State Board of Nursing 2500 W. Sahara Ave. Ste 207 Las Vegas, NV					
Welfare Flamingo 3330 Flamingo Rd., Ste 55 Las Vegas, NV					
DCFS Flamingo 3075 Flamingo Rd., Ste 108 Las Vegas, NV					
Welfare Desert Inn 3120 E. Desert Inn Las Vegas, NV					
DOC Florence McClure Women's Correctional Center 4370 Smiley Rd North Las Vegas, NV					

Veteran's Nursing Home Boulder City 100 Veterans Memoral Dr. Boulder City, NV					
Southern NV Water Resources 400 Shadow Ln., Ste. 201 Las Vegas, NV					
Aging Services 1860 E. Sahara Ave. Las Vegas, NV					
State Public Works Board 1830 E. Sahara Ave., Ste 204 Las Vegas, NV					
Agriculture W & M 2300 McLeod St. Las Vegas, NV					
DCFS Sahara 1830 E. Sahara Ave., Ste. 212 Las Vegas, NV					
DMV Henderson 1399 American Pacific Dr. Henderson, NV					
DRC Flamingo 5550 W. Flamingo Rd., C-4 Las Vegas, NV					
Channelized DS3 # 2 Far End	DS3 Termination Location 555 E. Washington **MRC**	DS3 Termination Location Switch Com 7135 S. Decatur **MRC**	NRC	Additional costs	Milieage
Dental Examiners 6010 S. Rainbow Blvd., Bldg. 8 Ste 1 Las Vegas, NV					
Adult Mental Health 1711 Whitney Mesa Dr. Las Vegas, NV					
Taxicab Authority 1785 E. Sahara Ave., Ste 200 Las Vegas, NV					

Motor Pool 7060 La Cienega Las Vegas, NV					
Welfare Henderson 520 S. Boulder Hwy. Henderson, NV					
Financial Institutions 2785 E. Desert Inn Rd., Ste. 2180 Las Vegas, NV					
DOC Casa Grande Transitional Center 3955 W. Russell Rd. Las Vegas, NV					
Rural Clinics-Laughlin 3650 South Pointe Circle, Ste 208 Laughlin, NV					
Adult Mental-Mesquite 62 N. Willow Suite 4 Mesquite, NV					
Board of Architecture 2080 E. Flamingo Rd., Ste 120 Las Vegas, NV					
Welfare Nellis 611 Nellis Blvd. Las Vegas, NV					
Public Utilities Commission 101 Convention Center Unit 250 Las Vegas, NV					
DMV Henderson 1399 American Pacific Dr. Henderson, NV					
DMV Sahara 2701 E. Sahara Ave. Las Vegas, NV					
DMV Flamingo 8250 W. Flamingo Rd. Las Vegas, NV					
DMV Donovan 4110 Donovan Way Las Vegas, NV					

DMV Decatur 7170 N. Decatur Blvd. Las Vegas, NV					
DoIT Sahara Las Vegas, NV 2621 Sahara Ave.					
Veterans Services-Owens 950 W. Owens Ave., Unit 111 Las Vegas, NV					
Public Utilities Commission 101 Convention Center Unit 250 Las Vegas, NV					
DHCFP Valley View 1210 S. Valley View Blvd., Ste. 104 Las Vegas, NV					
Purchasing 1054 S. Commerce St. Las Vegas, NV					
DHCFP Valley View 1210 S. Valley View Blvd., Ste. 104 Las Vegas, NV					
Health-NV Cancer 1044 W. Twain Ave. Las Vegas, NV					
AMH-7th St. Clinic 720 S. 7th St. Las Vegas, NV					
Bureau Health Protective Service 2080 E. Flamingo Rd., Ste. 319 Las Vegas, NV					
Board of Cosmotology 1785 E. Sahara Ave., Ste. 225 Las Vegas, NV					

Channelized DS3 # 3 Far End	DS3 Termination Location 555 E. Washington **MRC**	DS3 Termination Location Switch Com 7135 S. Decatur **MRC**	NRC	Additional costs	Mileage
Welfare 700 Belrose Las Vegas, NV					
Parole & Probation 4906 E. Tropicana Las Vegas, NV					
Parole & Probation 628 Belrose Las Vegas, NV					
Parole & Probation 610 Belrose Las Vegas, NV					
Taxicab Authority/SNAMHS 1785 E. Sahara Las Vegas, NV					
Board of Nursing 2500 W. Sahara Las Vegas, NV					
Aging Services 1860 E. Sahara Las Vegas, NV					
Bradley Building (B&I) 2501 E. Sahara Las Vegas, NV					
Taxation 2550 Peseo Verde Las Vegas, NV					
DHCFP 1210 S. Valley View Las Vegas, NV					
DETR 2800 St. Louis Las Vegas, NV					
Hearings & Appeals 220 S. Rancho Las Vegas, NV					

DMV 8250 W. Flamingo Las Vegas, NV					
SNAMHS 6161 W. Charleston Las Vegas, NV					
SNAMHS 720 S. 7th Street Las Vegas, NV					
DOIT (PRI) 555 E. Washington Las Vegas, NV					

	Termination Location	**MRC**	**NRC**	Additional costs	Mileage
Point To Point Far End					
DOC Jean Conservation Camp 3 Prison Rd. Jean. NV	555 E. Washington Ave				
DRC Sahara 3100 W. Sahara Ave., Ste. 200 Las Vegas, NV	555 E. Washington Ave				
Consumer Affairs 1850 E. Sahara Ave., Ste. 101 Las Vegas, NV	555 E. Washington Ave				
DOC Parole-Eastern 4000 S. Eastern St., Ste. 130 Las Vegas, NV	555 E. Washington Ave				
Tax-Henderson 2550 Paseo Verde, Ste. 180 Henderson, NV	555 E. Washington Ave				
AMH-LV Blvd. North 2121 Las Vegas Blvd. Las Vegas, NV	555 E. Washington Ave				
Hearings & Appeals 2200 S. Rancho Las Vegas, NV	555 E. Washington Ave				
AMH-Sahara 1785 E. Sahara Ave., Ste 145 Las Vegas, NV	555 E. Washington Ave				

AMH-Henderson 1590 W. Sunset Rd. Henderson, NV	555 E. Washington Ave				
Welfare-Washington 2500 W. Washington Ave., Ste 100 Las Vegas, NV	555 E. Washington Ave				
Veterans Nursing Home 100 Veterans Memorial Dr. Las Vegas, NV	555 E. Washington Ave				
DCFS Eastern 3175 S. Eastern Las Vegas, NV	555 E. Washington Ave				
Industrial Relations 1301 N. Green Valley Pkwy., Ste. 200 Las Vegas, NV	555 E. Washington Ave				
Rural Clinics-Pahrump 240 S. Humahuaca, Ste. 200 Pahrump, NV	555 E. Washington Ave				
B&I Housing 1771 E. Flamingo Rd., Ste. 103B Las Vegas, NV	555 E. Washington Ave				
DMV Motor Carrier 6376 Spring Mountain Rd., Ste. 4 Las Vegas, NV	555 E. Washington Ave				
B&I Bradley Bldg. 2501 Sahara Ave. Las Vegas, NV	555 E. Washington Ave				
NV Atty Injured Workers 2200 S. Rancho Las Vegas, NV	555 E. Washington Ave				
Trans Services Authority 2290 S. Jones Blvd., Ste. 110 Las Vegas, NV	555 E. Washington Ave				
DCFS Summit View 5730 Range Rd. Las Vegas, NV	555 E. Washington Ave				
NV Division of Forestry 4747 Vegas Dr. Las Vegas, NV	555 E. Washington Ave				

Welfare-Owens 1040/1024 West Owens Ave. Las Vegas, NV	555 E. Washington Ave				
Pahrump Distribution 1780 E. Basin Ave. Las Vegas, NV	555 E. Washington Ave				
DMV Sahara 2701 E. Sahara Ave. Las Vegas, NV	DMV Flamingo 8250 W. Flamingo Rd. Las Vegas, NV				
DMV Flamingo 8250 W. Flamingo Rd. Las Vegas, NV	DMV Decatur 7170 N. Decatur Blvd. Las Vegas, NV				
DMV Flamingo 8250 W. Flamingo Rd. Las Vegas, NV	DMV Sahara 2701 E. Sahara Ave. Las Vegas, NV				
DMV Flamingo 8250 W. Flamingo Rd. Las Vegas, NV	DMV 1399 American Pacific Dr. Henderson, NV				
DMV Flamingo 8250 W. Flamingo Rd. Las Vegas, NV	555 E. Washington Ave				
Embarq CO	DMV Flamingo 8250 W. Flamingo Rd. Las Vegas, NV				
DOC High Desert State Prison 22010 Cold Creek Rd. Indian Springs, NV	NSHE SCS (Video) 4505 S. Maryland Pkwy Las Vegas, NV				
DOC Southern Desert Correctional Center 20825 Cold Creek Rd. Indian Springs, NV	NSHE SCS (Video) 4505 S. Maryland Pkwy Las Vegas, NV				

DOC Jean Conservation Camp 3 Prison Rd. Jean. NV	NSHE SCS (Video) 4505 S. Maryland Pkwy Las Vegas, NV				
DOC Casa Grande Transitional Center 3955 W. Russell Rd. Las Vegas, NV	NSHE SCS (Video) 4505 S. Maryland Pkwy Las Vegas, NV				
DOC Florence McClure Women's Correctional Center 4370 Smiley Rd North Las Vegas, NV	NSHE SCS (Video) 4505 S. Maryland Pkwy Las Vegas, NV				

Attachment N

PRI Costs

Vendor Name _____ Year 1 ☐ Year 2 ☐

Note: Vendors must return two separate tables – one for contract year 1 and one for contract year 2.

RI Far End	PRI Termination Location 555 E. Washington **MRC**	NRC	**Additional costs**
DOIT (PRI) 555 E. Washington Ave Las Vegas, NV			
DOC (PRI) Casa Grande Transitional Center 3955 W. Russell Rd. Las Vegas, NV			
DOC (PRI) Southern Nevada Correctional Center 1 Prison Rd. Jean, NV			
DOC (PRI) Florence McClure Women's Correctional Center 4370 Smiley Rd North Las Vegas, NV			

Attachment O

Additional Cost Tables

Point-to-point Tariff Rates

	Rate as of March 1, 2010	Rate Projected for March 1, 2011
Channel Termination		
Channel Mileage (Fixed)		
Channel Mileage (per Mile)		
DS1 Intra Office		
DS1 Inter Office		

Surcharge Table

	Rate as of March 1, 2010	Rate Projected for March 1, 2011
Surcharge for the hearing impaired.		
State Universal Surcharge		
Local Number Portability		
Federal Universal Surcharge		
Franchise Taxes		

Additional Service Rates

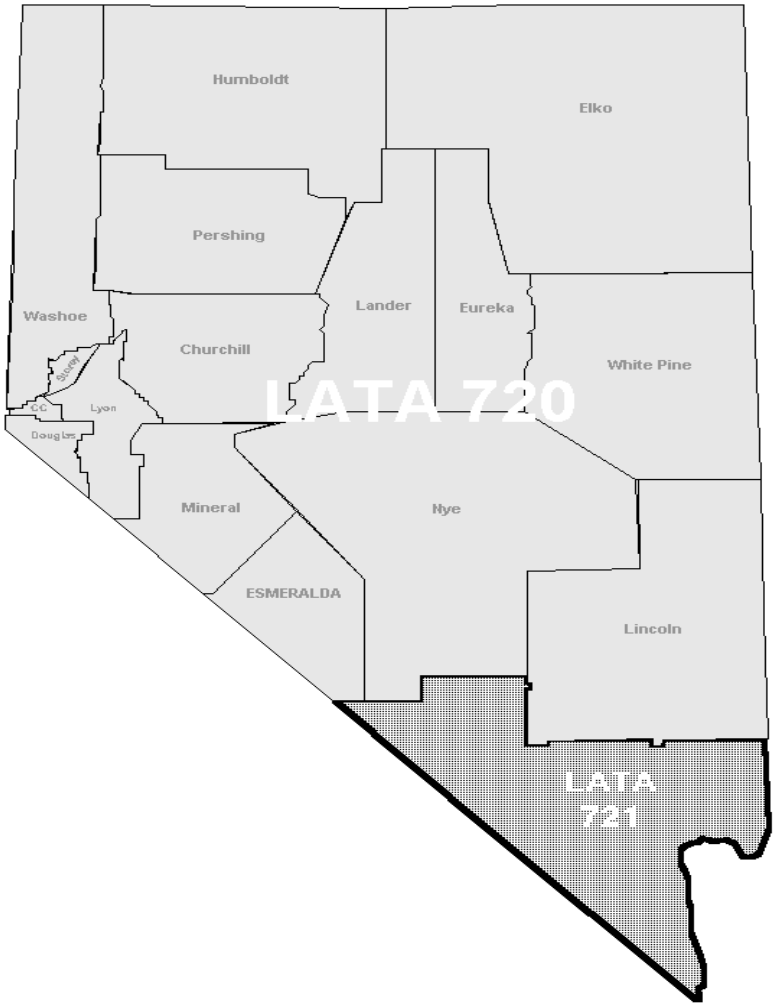
Service	Rate for Contract Year 1	Rate for Contract Year 2

State Franchise and Business License Taxes

Type	Location – City or County	Tax %	License Fee

Attachment P

SERVING AREA MAP



Attachment Q

QUARTERLY REPORT FOR NETWORK TRANSPORT SERVICES – RFP 1773

(Checkmark appropriate quarter)

MAR – MAY ____ **YR** ____ **JUN – AUG** ____ **YR** ____
SEP - NOV ____ **YR** ____ **DEC - FEB** ____ **YR** ____

VENDOR NAME: _____

Address: _____

Submitted by: (person) _____ Telephone: _____

This Quarterly Report must be completed for each fiscal quarter. Send reports on or before **May 15, August 15, November 15, and February 15** annually throughout the life of contract. E-mail is the preferred method of submitting quarterly reports. Please submit a report and state "None" if there is no activity in the current quarter.

Send to:
Services Purchasing Division
Attn: Dave Jones
515 E. Musser Street, Suite 300
Carson City NV 89701

Phone: (775) 684-5812
Fax: (775) 684-0188
Email: dmjones@purchasing.state.nv.us

Using Agency	Basic Charges	Tariffs	Other Charges (Specify)	Other Charges (Specify)	Other Charges (Specify)	Other Charges (Specify)	Total Quarter Invoiced
TOTAL							

PLEASE DUPLICATE FORM FOR USE THROUGHOUT THE LIFE OF THE CONTRACT