

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701



Brian Sandoval
Governor

Jeff Mohlenkamp
Director

Greg Smith
Administrator

State of Nevada
Purchasing Division
Request for Proposal: 1979
For
**WIRING, CABLING AND FIBER COMMUNICATIONS
INFRASTRUCTURE**

Release Date: August 20, 2012

Deadline for Submission and Opening Date and Time: September 25, 2012 @ 2:00 PM

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

For additional information, please contact:

MARTI MARSH, PURCHASING OFFICER

State of Nevada, Purchasing Division

515 E. Musser Street, Suite 300

Carson City, NV 89701

Phone: 775-684-0180

Email address: mmarsh@admin.nv.gov

(TTY for Deaf and Hard of Hearing: 1-800-326-6868

Ask the relay agent to dial: 1-775-684-0180/V.)

Refer to Section 9 for instructions on submitting proposals

VENDOR INFORMATION SHEET FOR RFP 1979

Vendor Must:

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Tab III, State Documents of the Technical Proposal.

V1	Firm Name	
----	-----------	--

V2	Street Address	
----	----------------	--

V3	City, State, ZIP	
----	------------------	--

V4	Telephone Number		
	Area Code:	Number:	Extension:

V5	Facsimile Number		
	Area Code:	Number:	Extension:

V6	Toll Free Number		
	Area Code:	Number:	Extension:

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

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

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

V10	<i>Name of Individual Authorized to Bind the Organization</i>	
	Name:	Title:

V11	<i>Signature (Individual must be legally authorized to bind the vendor per NRS 333.337)</i>	
	Signature:	Date:

TABLE OF CONTENTS

1. OVERVIEW OF PROJECT	4
2. ACRONYMS/DEFINITIONS	6
3. SCOPE OF WORK	10
4. COMPANY BACKGROUND AND REFERENCES	22
5. COST	28
6. FINANCIAL	28
7. WRITTEN QUESTIONS AND ANSWERS	31
8. RFP TIMELINE	31
9. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT	32
10. PROPOSAL EVALUATION AND AWARD PROCESS	43
11. TERMS AND CONDITIONS	44
12. SUBMISSION CHECKLIST	55
ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION	56
ATTACHMENT B – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE	57
ATTACHMENT C – VENDOR CERTIFICATIONS	58
ATTACHMENT D – CONTRACT FORM	59
ATTACHMENT E – INSURANCE SCHEDULE FOR RFP 1979	60
ATTACHMENT F – REFERENCE QUESTIONNAIRE	61
ATTACHMENT G – PROPOSED STAFF RESUME	62
ATTACHMENT H – STATE OF NEVADA REGISTRATION SUBSTITUTE IRS FORM W-9	63
ATTACHMENT I – COST SCHEDULE	64
ATTACHMENT J – COST PROPOSAL CERTIFICATION OF COMPLIANCE	65
ATTACHMENT K – CERTIFICATION REGARDING LOBBYING	66
ATTACHMENT L – FEDERAL LAWS AND AUTHORITIES	67

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

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

1. OVERVIEW OF PROJECT

The State of Nevada Purchasing Division is seeking proposals from qualified vendors to provide repairs and installations of wiring, cabling and fiber to the agencies' communications infrastructure (WCCI) and /or telephone equipment repair and installation services statewide on an as needed basis.

The State may award one (1) or more contracts in conjunction with this RFP, as determined in the best interests of the State. It is the intention of the State to award contract(s) on a statewide basis; however, proposals may be considered regionally (Northern, Southern, Rural). Vendor's proposal must identify the geographic region(s) in which services are being offered.

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

The State Purchasing Division will administer contract(s) resulting from this RFP. The resulting contract(s) will be for an initial contract term of two years, anticipated to begin January 2013, subject to Board of Examiners approval, with an option to renew for two (2) additional years, if agreed upon by both parties and in the best interests of the State.

Work performed through this Request for Proposal (RFP) has been divided into two (2) service areas; a detailed map is available by clicking the icon below:

- Carson City/Washoe County/Storey County/Douglas County/Central and Northern Lyon County/Churchill County; and
- Clark County.



Nevada Map.pdf

Vendors may submit proposals for any or all service area(s). Vendors are required to specify which service area(s) they are proposing to serve and which type(s) of services they will provide.

All vendors responding to this RFP must provide at time of submission, at a minimum, a valid Nevada State Contractor's License C-2 classification in accordance with NRS 624. A copy of the Nevada State Contractor's License with the C-2 classification certificate must be located in the State Documents tab/section of the proposal.

The successful vendor must offer services to the Supreme Court, Legislature, Nevada System of Higher Education and city and county governments within Nevada, under the same rates, terms and conditions as offered to the State. Utilization of such services will be at the sole discretion of individual government entities, cannot be guaranteed under this procurement and will be governed by the agreements signed by those entities.

1.1 GOALS AND OBJECTIVES

1.1.1 EITS receives requests for:

- 1.1.1.1 Installation of wiring, cabling, communications infrastructure; and
- 1.1.1.2 The repair of various types of telephone equipment and for adds, moves and changes to existing equipment. One of the systems currently installed in State offices is Norstar; the successful vendor should be able to provide backup support for the State's Norstar systems.

By contracting these services to the private sector, it is EITS's desire to provide these services to requesting agencies in a timely fashion at reasonable costs. To achieve these goals, it is anticipated that two (2) or more contractors will be selected for each service area.

Vendors responding to this RFP must:

- 1.1.2 Be capable of providing installation, testing and certification of communications infrastructure systems which may be located in buildings, building entrances and/or underground systems; and/or
- 1.1.3 Have broad telephone system installation and maintenance experience.

1.2 PROJECT BACKGROUND

- 1.2.1 EITS is the interface for repair and installation of communications cable for State government agencies as well as telephone equipment repair and installation. EITS does not have employees designated to perform repairs and installation services. It has been determined it is more cost effective to contract this work to private sector businesses.

1.2.2 There are more than 250 physical locations in the two (2) service areas that may require the services listed within this RFP. Following is a current percentage breakdown by service area of where work may be performed:

1.2.2.1 Carson City/Washoe County, Storey County/Douglas County, Central and Northern Lyon County and Churchill County - 60%

1.2.2.2 Clark County - 40%

1.2.3 Telephone System Types

Telephone systems currently installed in State offices include more than 100 Norstar systems.

1.2.4 Computing and Communications Environment

EITS maintains a comprehensive computing and communications environment that provides technical services and support to State agencies. Requests for information regarding this environment must be submitted by vendors pursuant to *Section 7.1, Written Questions and Answers*.

2. ACRONYMS/DEFINITIONS

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

Acronym	Description
Agency	The agency requesting services as identified in this RFP.
ANSI	American National Standards Institute
Assumption	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
Awarded Vendor	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
BOE	State of Nevada Board of Examiners
Confidential Information	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS 333.020(5) (b).
Contract Approval Date	The date the State of Nevada Board of Examiners officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful vendor.
Contract Award Date	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.
Contractor	The company or organization that has an approved contract with the State of

Acronym	Description
	Nevada for services identified in this RFP. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance.
<i>Customer</i>	Department, Division or Agency of the State of Nevada.
<i>Db</i>	Decibel.
<i>Deliverables</i>	Project work products throughout the term of the project/contract that may or may not be tied to a payment.
<i>Division</i>	Department, Division
<i>EDI</i>	Electronic Data Interchange is a standard format for exchanging business data. The standard is ANSI X12, developed by the Data Interchange Standards Association. ANSI X12 is either closely coordinated with or is being merged with an international standard, EDIFACT.
<i>EFT</i>	Electronic Funds Transfer – an electronic transfer of funds through a national automated clearinghouse directly to a designated account.
<i>EIN</i>	Employer Identification Number
<i>EITS</i>	Enterprise Information Technology Services Division
<i>Email</i>	Electronic mail
<i>Evaluation Committee</i>	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.
<i>Exception</i>	A formal objection taken to any statement/requirement identified within the RFP.
<i>Exempted Agency</i>	An agency or officer who is not required to use the services or equipment (in this case) of EITS. See NRS 242.131
<i>Goods</i>	The term “goods” as used in this RFP has the meaning ascribed to it in NRS §104.2105(1) and includes, without limitation, “supplies”, “materials”, “equipment”, and “commodities”, as those terms are used in NRS Chapter 333.
<i>Key Personnel</i>	Vendor staff responsible for oversight of work during the life of the project and for deliverables.
<i>LCB</i>	Legislative Counsel Bureau

Acronym	Description
<i>LOI</i>	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.
<i>May</i>	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.
<i>Must</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>NAC</i>	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: www.leg.state.nv.us
<i>NEC</i>	National Electrical Code
<i>NOA</i>	Notice of Award – formal notification of the State's decision to award a contract, pending Board of Examiners' approval of said contract, any non-confidential information becomes available upon written request.
<i>NRS</i>	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: www.leg.state.nv.us .
<i>OSP</i>	Outside Plant
<i>Pacific Time (PT)</i>	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time.
<i>Prime Contractor</i>	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. If this project involves the use of one or more program products proprietary to another supplier, the prime contractor will be responsible for acquiring a license for the State's use of such program products.
<i>Project Contract Administrator</i>	The Contract Administrator designated as the EITS point of contact between the vendor and the State during the RFP and contract negotiation process.
<i>Proprietary Information</i>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a).
<i>PT</i>	Pacific Time
<i>Public Record</i>	All books and public records of a governmental entity, the contents of which

Acronym	Description
	are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).
<i>Purchase Order</i>	Provided by EITS Telecommunications Section to the contractor when a service is requested.
<i>RFP</i>	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection as defined in NRS 333.020(8).
<i>Shall</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>Should</i>	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.
<i>State</i>	The State of Nevada and any agency identified herein.
<i>Subcontractor</i>	Third party, not directly employed by the contractor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.
<i>Successful Vendor</i>	The company or organization that is selected to provide the services identified in an RFP and with whom the State intends to negotiate a contract, subject to BOE approval.
<i>TIA/EIA</i>	Telecommunications Industry Association/Electronic Industry Association
<i>Trade Secret</i>	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.
<i>UBC</i>	Uniformed Building Code
<i>User</i>	Department, Division, Agency or County of the State of Nevada.
<i>Vendor</i>	Organization/individual submitting a proposal in response to this RFP.
<i>Video</i>	Video shall be defined as technology related to Broadband Television Distribution systems.

Acronym	Description
Will	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

2.1 STATE OBSERVED HOLIDAYS

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

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

3. SCOPE OF WORK

3.1 GENERAL

3.1.1 Service Hours

3.1.1.1 Normal business hours for most State agencies are 8:00 AM to 5:00 PM (PT), Monday through Friday.

3.1.1.2 Adds, moves, changes and repairs of telephone equipment, wiring, cable and fiber optic cable shall be performed within normal State business hours, unless otherwise specified by the State. The successful vendor(s) will be required to obtain prior approval from EITS or the exempted agency (see exempted agency in acronyms) before commencing any work before or after normal business hours.

3.1.2 Response Time

The State requests to have successful vendor(s) respond within the times specified below when there is a service affecting failure (e.g., primary workstation/answering station out of service and/or entire system down) or non-service affected problem. The time is measured from successful vendor's notification to successful vendor's arrival at the agency's premises. Requested service calls received after 3:00 PM may, at EITS discretion, default to 8:00 AM on the next business day. In some cases, the successful vendor(s) may be required to provide services after 5:00 PM. or on weekends and holidays.

3.1.2.1 All Repairs

- A. Service Affecting Failure: Within two (2) business hours.
- B. Non-Service Affecting Failure: Within eight (8) business hours.

3.1.2.2 All Adds/Moves/Changes and Installations

- A. Service Affecting Work: Within eight (8) business hours.
- B. Non-Service Affecting Work: Within three (3) business days.

3.1.3 Indoor Air Quality Task Force Requirements

When installing electrical and communication cables in the space above the ceiling the successful vendor(s) must adhere to the following requirements:

3.1.3.1 Modifications to communications, Heating, Ventilation and Air Conditioning (HVAC), electrical and plumbing systems requiring removal of ceiling tiles will be done routinely when normal occupants are not present or arrangements have been made with occupants of the area to schedule work when people sensitive to the dust may vacate during work and cleanup. All tiles will be replaced as originally installed; broken tiles will be replaced by and at the expense of those doing the work. The work area involved will be cleaned up at the time of work by those doing the work.

3.1.3.2 No wires, cables, conduit, innerduct etc. shall lie on or be in contact with suspended ceiling tiles or T-bars, other conduits, light fixtures or sprinkler pipes. All communications cable and wiring shall be routed in suitable pathways consistent with the National Electric Code, TIA/EIA 569 and local codes.

Where adds, moves and changes are made to existing systems that are not compliant with the pathway portion of these standards (for example cable that has been installed on top of suspended ceilings etc.) the cable and wire that is added, moved or changed must be properly supported by the building structure to applicable standards.

- 3.1.3.3 All wiring above the ceiling will be in compliance with city, county, or State building codes.

3.2 REPAIR AND INSTALLATION SERVICES

The successful vendor(s) must:

- 3.2.1 Provide competent, experienced technicians under certified supervision to repair and/or install wiring, cable, and/or State telephone equipment.
- 3.2.2 Provide competent, certified technicians to repair and/or install fiber optic cable.
- 3.2.3 Schedule service with the requesting agency's site contact.
- 3.2.4 Be capable of troubleshooting to identify and estimate needed repairs.
- 3.2.5 Perform repairs only after receiving approval from EITS or exempt agencies.
- 3.2.6 Be capable of installing an assortment of wiring, cable or fiber optic cable associated with the installation of various voice, data and video equipment.
- 3.2.7 Perform services as specified on the work order and in accordance with any telephone, wiring, cable or fiber optic cable system standards.
- 3.2.8 Perform any required testing (as specified in Section 3.3.1) upon completion of services.
- 3.2.9 Obtain the required signatures for work order sign off (as specified in Section 6.2.3).

3.3 COMMUNICATIONS CABLE SERVICES

3.3.1 Equipment Testing

Vendor technician must perform testing and certification upon completion of all installations and repairs prior to the State approving/accepting the work as completed. Upon completion of the project the contractor will provide hard and/or soft copies to the customer when requested. Include with the test results the make and model of the test equipment, the serial number and the date of the calibration.

3.3.1.1 Voice Workstation Cables

All voice workstation cables must be tested and certified as being free of any electrical shorts, grounds or opens.

3.3.1.2 Data Workstation Cables

All data workstation cables must be tested in accordance with ANSI and TIA/EIA 568A requirements, or most current releases should updates be made in the future.

3.3.1.3 Fiber Optic Cable

- A. All fiber optic cable must be tested in accordance with ANSI and TIA/EIA 568 A&B standards (Optical Power Loss Measurements of Installed Single-mode and Multimode Fiber Cable Plant), Telcordia GR-326-CORE procedures and/or the most current TSB release in accordance with TIA/EIA standards. Hard copy and soft copy results must be submitted to the using agency point of contact.
- B. Fiber optics shall be tested and certified bi-directionally and to include by dual wave lengths – SM 1310 nm and 1550 nm, MM 850 and 1300 nm.
- C. Fiber optics shall be tested and certified utilizing OLTS (Optical Loss Test Sets) if requested by using agency.
- D. OLTS must have been calibrated against NIST (National Institute of Standards & Technology) Standards within the last 12 months prior to the test date.
- E. Fiber with splices shall also have an OTDR (Optical Time Domain Reflectance) test bidirectional if requested by agency. Each splice will be identified with loss and reflectance not to exceed parameters stated above.
 - 1. Multi Mode fiber must be tested with a 1000-meter launch box with matching polished connectors.
 - 2. Multi Mode fiber must be tested with a matching polished terminator on distal end or a 1000-meter launch box with matching polished connector on the distal end.

3.3.1.4 Video

All video cable must be tested in accordance with TIA/EIA 568 specifications or most current releases should updates be made in the future.

3.3.2 Service Warranty

Vendor must warrant parts and labor for a minimum of one (1) year from project completion date. If vendor's warranty exceeds this requirement, please provide details in the proposal.

3.3.3 Cable Systems Standards

3.3.3.1 TIA/EIA Standards

The successful vendor(s) must adhere to the design principles and minimum acceptable standards outlined in:

- A. EIA 568A and 568B (Commercial Building Telecommunications Wiring Standard);
- B. TIA/EIA 569 (Commercial Building Standard for Telecommunications Pathways and Spaces);
- C. TIA/EIA 606 (Administration Standard for Telecommunications Infrastructure of Commercial Buildings); and
- D. TIA/EIA TSB 67 (Transmission Performance Specifications for Field Testing of Unshielded Twisted Pair Cabling Systems).

3.3.3.2 Additions and Exceptions

- A. When data patch panels are mounted on a relay rack, the first mounting should be six (6) inches below the cross bar at the top of the relay rack with subsequent patch panels mounted adjacent to and below the first. Each patch panel will have a 2 to 3 foot slack loop, dressed and secured to the relay rack.
- B. Freestanding relay racks must be installed a minimum of 36 inches from the nearest wall.
- C. A unique designation related to each workstation outlet will be affixed to horizontal distribution facilities at a minimum of two (2) locations as follows:
 - 1. On the wiring block/jack panel designation strip; and
 - 2. On the workstation side of the workstation outlet.
- D. All labeling shall be consistent with standards outlined in TIA/EIA 606. For additions to existing systems that do not have a label plan, the successful vendor(s) must create a compatible label scheme that uniquely describes the new workstation location both at the patch panel and at the workstations.

3.3.4 Cable Systems Components

The successful vendor(s) must apply components from the following parts list to meet the requirements specified on individual work orders. On larger work

orders or at the discretion of EITS, complete specifications and design detail will be provided.

3.3.4.1 Voice Workstations

Cable to the workstation outlet (from the associated wiring hub) shall be four (4) unshielded twisted pairs of 24 AWG thermoplastic insulated conductors enclosed by a thermoplastic jacket and compatible with the TIA/EIA Technical Service Bulletin Category 5e or Category 6 specifications, as requested by the customer agency. The cable may be either plenum or non plenum rated (as specified by EITS or by exempt agency). Workstation cable runs must not exceed 295 feet unless otherwise requested by the using entity. Cable must be type 2010004BGY (plenum) or type 1010AGY (non plenum) or equivalent.

3.3.4.2 Voice Cross-Connect Cable

Wire used for voice cross connects at wiring hubs shall be 1, 2, 3 or 4 pair solid annealed 24 AWG with individual PVC insulation. Cross connects must not exceed 20 feet in length at an auxiliary hub location or 66 feet at the main (or single) hub location. Cable must be CCW-F hook up wire or equivalent.

3.3.4.3 Voice Equipment Room Terminations

When existing terminals are not already installed, new wiring blocks will be mounted on a plywood or plastic backboard in an auxiliary or main wiring hub location. Wiring blocks must be type 110AW or 110DW wiring blocks (or equivalent). Connecting blocks must be type 110C, 4-pair connecting blocks or equivalent.

3.3.4.4 Voice Information Outlet

The voice information outlet shall be 8 pin, 8 conductor modular outlets, non keyed, ivory in color unless otherwise specified and wired consistent with the existing TIA/EIA designation 568 and conform to FCC Part 68 physical, mechanical and electrical specifications. These jacks are often referred to as Telephone Company Universal Service Order Code RJ45 jacks. Outlets shall be type M1BH-246 (or equivalent).

3.3.4.5 Data Workstation Cable

Cable to the workstation outlet shall be four (4) unshielded twisted pairs of 24 AWG thermoplastic insulated conductors enclosed by a thermoplastic jacket and compatible with the TIA/EIA Technical Service Bulletin Category 5E, 6 or 6a specifications, as specified by the customer agency. The cable may be either plenum or non plenum rated (as specified by EITS or exempt state agency). Data

cable workstation runs must not exceed 295 feet. Cable must be type 2061DYL (plenum) or type 1061004CYL (non plenum) or equivalent.

3.3.4.6 Data Patch Cords

Cable used for connecting jack panels shall meet the same requirements as data workstation cable, with particular attention paid to 568A, Sec 11.5, except that no plenum-rated cable is required. Each end of the patch cord will be terminated with an 8 pin, 8 conductor modular plug that conforms to FCC Part 68 mechanical, physical and electrical specifications. Cross connects must not exceed 20 feet in length at an auxiliary hub location or 66 feet at the main (or single) cross connect location. Patch cords must be type D8AU (or equivalent).

3.3.4.7 Data Equipment Room Terminations

When existing terminals are not already installed, new jack/patch panels will be installed and sized to accommodate 24, 48 or 96 jacks. For new construction, panels will be mounted on a 19-inch aluminum equipment rack. Jack/patch panels shall be type 1100CAT5, 5E or 6 modular jack panels (or equivalent).

3.3.4.8 Data Information Outlet

The data information outlet shall be 8 pin, 8 conductor modular outlets, non keyed, orange in color unless otherwise specified and wired consistent with the existing TIA/EIA designation T568 and conform to TIA/EIA 568 and FCC Part 68 physical, mechanical and electrical specifications. Outlets shall be type M100BH1-112 (or equivalent).

3.3.4.9 Broadband Cable

All broadband cable must be RG-11 for main runs, RG-6 for distribution runs. All cables must support a frequency range of 40 to 1000 MHZ, plenum rated where required by law or regulation and be minimal tri-shielded unless otherwise specified. Terminations: Will be made only by high quality radial compression F connectors. Typically acceptable TV decibel (dBmv) levels will be 3 dBmv at the low end of the frequency spectrum and 5 dB at the high end of the spectrum; 10 dBmv is the maximum acceptable high level through the spectrum at any wall plate or end point fixture.

3.3.4.10 Fiber Optic Cable

- A. Fiber optic cable will be multimode or single-mode cable, as needed by the agency, that is installed to connect multiple auxiliary wiring hub on the same floor or on multiple floors

in the same building. Multimode fiber optic cable must have a 62.5-micrometer core and a 125 micrometer cladding. Single-mode must comply with ANSI/TIA/EIA-492BAAA. Cable must be type LGBC plenum or non plenum rated or cable specification as specified by EITS. Fiber must be installed, dressed, terminated and tested according to TIA/EIA 568A&B.

- B. The following standards are intended to be guidelines subject to be changed based on updated technology or specific project requirements.

1. Connectors

- a. Insertion Loss

Single Mode Fiber < 0.05 dB per ITU-T G.671

Multi Mode Fiber < 0.75 dB per TIA/EIA-568-B.3

- b. Optical Return Loss (ORL) also known as Reflectance

Single Mode Fiber < - 55 dB

Multi Mode Fiber < - 55 dB

- c. Repeatability - < 0.2dB Per Telcordia GR-326-CORE

- d. Polish

Single Mode Fiber connectors shall have a UPC polish.

Multi Mode Fiber shall be terminated in accordance with a UPC polish unless otherwise specified with lower standards by customer.

2. Splices

- a. Optical Return Loss (ORL) also known as Reflectance

Single Mode Fiber < - 55 dB

Multi Mode Fiber < - 55 dB

- b. Insertion Loss

Single Mode Fiber < 0.1dB TIA/EIA-758 OSP Standard

Multi Mode Fiber < 0.3dB TIA/EIA-568-B.3

3. Fiber

a. Attenuation

Single Mode Fiber < .40 dB/km at 1310 nm per
TIA/EIA-568-B.3

Single Mode Fiber < .25 dB/km at 1550 nm per
TIA/EIA-568-B.3

62.5 um MM Fiber < 3.5 dB/km at 850 nm per
TIA/EIA-568-B.3

62.5 um MM Fiber < 1.5 dB/km at 1300 nm per
TIA/EIA-568-B.3

50.0 um MM Fiber < 2.5 dB/km at 850 nm per
TIA/EIA-568-B.3

50.0 um MM Fiber < 0.8 dB/km at 1300 nm per
TIA/EIA-568-B.3

4. Certified Personnel

Inside or Outside Plant Fiber Optics Cabling installers may be required to have a current ETA (Electronic Technicians Association) FOI (Fiber Optics Installer) certification or may work under the guidance of certified personnel who are present.

3.3.4.11 Fiber Optic Patch Cords

Fiber optic patch cords will be determined by the customer agency.

3.3.4.12 Fiber Optic Cable Terminations

Fiber optic cable must be terminated on connector types determined by the agency and secured in an appropriately sized light guide interconnection unit as specified by EITS.

3.3.4.13 Workstation Faceplate

Faceplates must be a minimum of a duplex unless otherwise specified by the customer agency.

3.3.4.14 Workstation Faceplate (Optional)

Where flush mount is not possible, optional surface mount housing may be used. Surface mount must be type M102SMB-246 or equivalent.

3.3.4.15 Surface Raceways

Where surface raceways are required, non-metallic raceways must be used and secured every 16 inches. Receptacles should be mounted at 18 inches above finished floor.

3.3.4.16 Relay Racks

Relay rack requirements will be specified by the customer agency and grounded appropriately with a number 6 ground to the manufacturer's standard as specified by current NECs and UVCs.

3.4 TELEPHONE SERVICES

3.4.1 Equipment Testing

Contractor technician must test all telephone equipment for operability prior to the State approving/accepting the work as completed.

3.4.2 User Training

The successful vendor(s) must provide necessary user training associated with the installation or rearrangement of specific telephone equipment.

3.4.3 Services Warranty

Vendor must warrant parts and labor for a minimum of one (1) year from project completion date. If vendor's warranty exceeds this requirement, please provide details in the proposal.

3.4.4 Labeling

All labeling shall be consistent with standards outlined in TIA/EIA 606. For additions to existing systems that do not have a label plan, the successful vendor(s) must create a compatible label scheme that uniquely describes the new workstation location.

3.5 VENDOR'S NARRATIVE

3.5.1 Vendors must specify which service area(s) and service types they are proposing to serve. Vendors may submit proposals for:

3.5.1.1 Any or all of the service areas or counties; and

- 3.5.1.2 Either wiring and/or telephone services for each service area submitted.
- 3.5.2 Vendors must provide a narrative which, at a minimum, must include, but is not limited to, the vendor's methodology for the following:
 - 3.5.2.1 Recruiting technician(s) to include but not be limited to:
 - A. Work Experience;
 - B. Technical Skills;
 - C. Education;
 - D. Certifications; and
 - E. Criminal History and/or Bonding Requirements;
 - 3.5.2.2 Number of permanent technicians on staff;
 - 3.5.2.3 Contract management (i.e., communicating with the State regarding technician and/or service issues);
 - 3.5.2.4 Managing technician's issues and resolution process;
 - 3.5.2.5 Communicating with the State from initial purchase order service request through completion of work order;
 - 3.5.2.6 Responding to and covering requested changes in the project time frames;
 - 3.5.2.7 Methodology for responding to State generated issues;
 - 3.5.2.8 Quality control for each service request;
 - 3.5.2.9 Proposed methodology for documentation of installation;
 - 3.5.2.10 Certification/verification of installation; and
 - 3.5.2.11 Warranting the installation.
- 3.5.3 Background Checks
 - 3.5.3.1 All contractor personnel assigned to the contract must have a background check from the Federal Bureau of Investigation pursuant to NRS 239B.010. All fingerprints must be forwarded to the Central Repository for Nevada Records of Criminal History for submission to the Federal Bureau of Investigation.

- 3.5.3.2 Any employee of the selected vendor, who will require any type of state building/office access, must have a State Background Check (as identified in Section 3.5.3.4 “A” below) before building access will be granted. The vendor or its employees may be denied access to the premises if they have not been security cleared.
- 3.5.3.3 All costs associated with this will be at the contractor’s expense.
- 3.5.3.4 The contractor shall provide to the Enterprise Information Technology Services (EITS) Division, Office of Information Security (OIS) the following documents.
- A. A State or Personal Background Check for the state the individual claims as their permanent residency. The contractor can use the following site which has immediate results: <http://www.integrascan.com>. Once the contractor has a copy of their personal background check from their state of record, they will forward those results to the designated State representative who will then forward it to EITS OIS in order to obtain approval for interim premise access;
 - B. A Civil Applicant Waiver Form, signed by the contractor(s);
 - C. A Prior Arrests and Criminal Conviction Disclosure Form, signed by the contractor(s);
- 3.5.3.5 If out-of-state, contractor must provide two (2) completed fingerprint cards from a local sheriff’s office (or other law enforcement agency).
- 3.5.3.6 If doing the out-of-state fingerprint cards, the contractor must provide a money order or cashier’s check made payable to the Records and Technology Division in the amount of \$48.50 or current rate at time of submission.
- 3.5.3.7 In lieu of the out-of-state fingerprint cards, contractors can perform LiveScan fingerprinting at the Nevada Department of Public Safety.
- 3.5.3.8 If doing LiveScan fingerprinting, the contractor must provide a money order or cashier’s check made payable to the Records and Technology Division in the amount of: \$37.50 or current rate at time of submission.
- 3.5.3.9 In lieu of the above background check and subject to acceptance by the Chief Information Security Officer, contractor may submit a current active federal authority security clearance (FBI, DoD, NSA).

3.5.3.10 Contractor(s) may not begin work until such time as they have been cleared by the EITS's Office of Information Security.

3.5.3.11 Positive findings from a background check are reviewed by the State Chief Information Security Officer and may result in the removal of vendor staff from the project.

4. COMPANY BACKGROUND AND REFERENCES

4.1 VENDOR INFORMATION

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

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

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

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

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

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

Yes		No	
-----	--	----	--

If “No”, provide explanation.

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

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

Yes		No	
-----	--	----	--

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

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

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

Yes		No	
-----	--	----	--

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

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

4.1.7 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor’s ability to perform or fulfill

its obligations if a contract is awarded as a result of this RFP must also be disclosed.

Does any of the above apply to your company?

Yes		No	
-----	--	----	--

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

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

- 4.1.8 Vendors must review the insurance requirements specified in **Attachment E, Insurance Schedule for RFP 1979**. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in **Attachment E**.

Yes		No	
-----	--	----	--

Any exceptions to the insurance requirements **must** be identified on **Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP**. In order for any exceptions to the insurance requirements to be considered they must be documented in detail in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission.

Upon contract award, the successful vendor **must** provide the Certificate of Insurance identifying the coverages as specified in **Attachment E, Insurance Schedule for RFP 1979**.

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

- 4.1.10 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.
- 4.1.11 Financial information and documentation to be included in Part III, Confidential Financial of vendor's response in accordance with **Section 9.5, Part III – Confidential Financial**.
- 4.1.11.1 Dun and Bradstreet Number
- 4.1.11.2 Federal Tax Identification Number
- 4.1.11.3 The last two (2) years and current year interim:
- A. Profit and Loss Statement
- B. Balance Statement

4.2 SUBCONTRACTOR INFORMATION

- 4.2.1 Does this proposal include the use of subcontractors? Check the appropriate response in the table below.

Yes		No	
-----	--	----	--

If "Yes", vendor must:

- 4.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 4.2.1.2 If any tasks are to be completed by subcontractor(s), vendors must:
- A. Describe the relevant contractual arrangements;
- B. Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and
- C. Describe your previous experience with subcontractor(s).
- 4.2.1.3 Vendors must describe the methodology, processes and tools utilized for:
- A. Selecting and qualifying appropriate subcontractors for the project/contract;
- B. Ensuring subcontractor compliance with the overall performance objectives for the project;
- C. Ensuring that subcontractor deliverables meet the quality objectives of the project/contract; and

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

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

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

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

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

4.3 BUSINESS REFERENCES

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

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

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

Reference #:			
Company Name:			
<i>Identify role company will have for this RFP project (Check appropriate role below):</i>			
	<i>VENDOR</i>		<i>SUBCONTRACTOR</i>
Project Name:			
Primary Contact Information			
Name:			
Street Address:			
City, State, Zip			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Alternate Contact Information			
Name:			

Street Address:	
City, State, Zip	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Project Information	
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	
Original Project/Contract Start Date:	
Original Project/Contract End Date:	
Original Project/Contract Value:	
Final Project/Contract Date:	
Was project/contract completed in time originally allotted, and if not, why not?	
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	

- 4.3.3 Vendors must also submit *Attachment F, Reference Questionnaire* to the business references that are identified in *Section 4.3.2*.
- 4.3.4 The company identified as the business references must submit the Reference Questionnaire directly to the Purchasing Division.
- 4.3.5 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in *Section 8, RFP Timeline* for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.
- 4.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

4.4 VENDOR STAFF RESUMES

A resume must be completed for each proposed individual on the State format provided in *Attachment G*, for key personnel to be responsible for performance of any contract resulting from this RFP.

5. COST

- 5.1 Vendors must provide detailed fixed prices for all hourly, goods and materials rates per service description within the cost schedules (*Attachment I, Cost Schedule*). Clearly specify the prices based on a two year contract per each service description. Prices will remain the same for the first two years of the contract. Prices are subject to negotiation for the third and fourth year contract periods if applicable.**

6. FINANCIAL

6.1 PAYMENT

- 6.1.1 Upon review and acceptance by the State, payments for invoices are normally made within 45 – 60 days of receipt, providing all required information, documents and/or attachments have been received.
- 6.1.2 Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this RFP electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

6.2 PURCHASE ORDERS/WORK ORDERS

6.2.1 State Generated Purchase Order

Generally, EITS will receive a request from a State agency requiring the repair of telephone equipment, adds or changes to existing telephone systems or installation of voice, data cabling and/or fiber optic cabling.

The State will notify the contractor via phone or email with the service request, a purchase order number and service description. To ensure positive communication the State expects the contractor to email the State with the service request receipt confirmation and a scheduled service date. For purchase orders/work orders that entail cabling in new or renovated buildings, EITS will provide floor plans and additional design details as required. A post-work call may be made by EITS to the State agency to determine if the work was performed satisfactorily.

6.2.2 Larger Projects or Outside Service Area Projects

On occasion EITS will receive service requests for larger projects and/or for services outside of the Carson City/Washoe County and Clark County service areas. At the State's discretion, EITS may request bids from all approved contractors or assign the work to a single contractor. If a competitive bid process is utilized, the following procedure will be used:

- 6.2.2.1 EITS may request bids from contractors within the appropriate service area.

- 6.2.2.2 For projects outside of the service areas, all contractors will be issued a bid request form via facsimile.
- 6.2.2.3 The bid request form will include, but not be limited to, the following information:
 - A. Description of the project;
 - B. Location of the project; and
 - C. Time line of the project.
- 6.2.2.4 Each contractor must respond to the bid request and acknowledge whether it intends to bid; response must be received within twenty-four (24) hours of the time the bid request is issued.
- 6.2.2.5 Contractor's bid must include, but not be limited to, the following:
 - A. Total bid cost for the project (must be all inclusive); and
 - B. Date available to begin project.
- 6.2.2.6 Bids will be evaluated and selected by EITS on the following criteria:
 - A. Cost; and
 - B. Date available to start project.
- 6.2.2.7 Once a bid has been selected, EITS will issue a purchase order to the contractor and the normal work order process will be followed.
- 6.2.3 Contractor Generated Work Orders
 - 6.2.3.1 Contractors must detail each service request received from EITS on a work order.
 - 6.2.3.2 At the time of project completion the using agency site contact will be required to sign the contractor's work order, indicating only that the work was performed.
 - 6.2.3.3 Services must be completed as outlined on the purchase order and subsequent work order.
- 6.2.4 The State does not issue payment prior to receipt of goods or services.
- 6.2.5 The vendor must bill the State as outlined in the approved contract and/or payment schedule.

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

6.3 BILLING

- 6.3.1 There shall be no advance payment for services furnished by a contractor pursuant to the executed contract.
- 6.3.2 Labor will be paid for actual work started and completed at the job site unless mutually agreed to by both parties. Work to be performed at the hourly rate will not begin without acceptance of the estimated price by the requesting agency. Charges for labor in excess of the estimated price will not be accepted for payment without prior approval by the requesting agency.
- 6.3.3 Payment for services shall only be made after receipt of:
- 6.3.3.1 An original contractor invoice;
 - 6.3.3.2 The agency signed contractor's work order;
 - 6.3.3.3 Certified test results, if applicable; and
 - 6.3.3.4 Acceptance by the State.
- 6.3.4 If an invoice is not accepted for payment, the State will provide a detailed, written explanation of the reason for non-acceptance of the invoice. The contractor has five (5) working days (or mutually agreed to time frame) to correct the problem(s).
- 6.3.5 Timeliness of Billing
- 6.3.5.1 The State is on a fiscal year calendar. 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, that 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 \$100.00. This is the estimate of the additional costs to the State for processing the billing as a stale claim and this amount will be deducted from the stale claims payment due the contractor.
- 6.3.6 Invoicing
- The following information must be provided on the invoice when submitting for payment:
- 6.3.6.1 Point of contact for requested work;
 - 6.3.6.2 State Purchase Order #;

- 6.3.6.3 Contractor Work Order #;
- 6.3.6.4 Date work performed;
- 6.3.6.5 Name and address of the State agency where services were performed;
- 6.3.6.6 Name of the State agency site contact;
- 6.3.6.7 Description of the work performed; and
- 6.3.6.8 Name of the contractor's technician who performed the services.

7. WRITTEN QUESTIONS AND ANSWERS

In lieu of a pre-proposal conference, the Purchasing Division will accept questions and/or comments in writing, received by email regarding this RFP.

7.1 QUESTIONS AND ANSWERS

- 7.1.1 The RFP Question Submittal Form is located on the Services RFP/RFQ Opportunities webpage at <http://purchasing.state.nv.us/services/sdocs.htm>. Select this RFP number and the "Question" link.
- 7.1.2 The deadline for submitting questions is as specified in *Section 8, RFP Timeline*.
- 7.1.3 All questions and/or comments will be addressed in writing and responses emailed or faxed to prospective vendors on or about the date specified in *Section 8, RFP Timeline*.

8. RFP TIMELINE

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

Task	Date/Time
Deadline for submitting questions	09/04/2012 @ 2:00 PM
Answers posted to website	On or about 09/11/2012
Deadline for submittal of Reference Questionnaires	<u>No later than 4:30 PM on 09/24/2012</u>
<u>Deadline for submission and opening of proposals</u>	<u>No later than 2:00 PM on 09/25/2012</u>
Evaluation period (approximate time frame)	09/27/2012 - 10/17/2012
Selection of vendor	On or about 10/19/2012
Anticipated BOE approval	12/11/2012

Task	Date/Time
Contract start date (contingent upon BOE approval)	01/01/2013

9. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

9.1 GENERAL SUBMISSION REQUIREMENTS

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

If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with *Section 9.3, Part I B – Confidential Technical and Section 9.5, Part III Confidential Financial*. Specific references made to the tab, page, section and/or paragraph where the confidential information can be located must be identified on *Attachment A, Confidentiality and Certification of Indemnification* and comply with the requirements stated in *Section 9.6, Confidentiality of Proposals*.

The remaining section is the Cost Proposal. Vendors may submit their proposal broken out into the three (3) sections required, or four (4) sections if confidential technical information is included, in a single box or package for shipping purposes.

The required CDs must contain information as specified in *Section 9.6.4*.

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

- 9.1.1 All information is to be completed as requested.
- 9.1.2 Each section within the technical proposal and cost proposal must be separated by clearly marked tabs with the appropriate section number and title as specified in the following sections.
- 9.1.3 Although it is a public opening, only the names of the vendors submitting proposals will be announced per 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 (2) days in advance of the opening.
- 9.1.4 If discrepancies are found between two (2) or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one (1) 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 (1) copy to be used as the master.

- 9.1.5 For ease of evaluation, the proposal must be presented in a format that corresponds to and references sections outlined within this RFP and must be presented in the same order. Written responses must be in ***bold/italics*** and placed immediately following the applicable RFP question, statement and/or section. Exceptions/assumptions to this may be considered during the evaluation process.
- 9.1.6 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.

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

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

- 9.1.6.1 Be submitted on recycled paper;
 - 9.1.6.2 Not include pages of unnecessary advertising;
 - 9.1.6.3 Be printed on both sides of each sheet of paper; and
 - 9.1.6.4 Be contained in re-usable binders rather than with spiral or glued bindings.
- 9.1.7 For purposes of addressing questions concerning this RFP, the sole contact will be the Purchasing Division as specified on Page 1 of this RFP. 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 per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
 - 9.1.8 Any vendor who believes 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.

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

9.2 PART I A – TECHNICAL PROPOSAL

9.2.1 Submission Requirements

9.2.1.1 Technical proposal must include:

- A. One (1) original marked “MASTER”; and
- B. Eight (8) identical copies.

9.2.1.2 The technical proposal ***must not include*** confidential technical information (refer to ***Section 9.3, Part I B, Confidential Technical***) or project costs. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.

9.2.2 Format and Content

9.2.2.1 Tab I – Title Page

The title page must include the following:

Part I A – Technical Proposal	
RFP Title:	Wiring, Cabling, Fiber Communications Infrastructure
RFP:	1979
Vendor Name:	
Address:	
Proposal Opening Date:	September 25, 2012
Proposal Opening Time:	2:00 PM

9.2.2.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

9.2.2.3 Tab III – Vendor Information Sheet

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

9.2.2.4 Tab IV – State Documents

The State documents tab must include the following:

- A. The signature page from all amendments with an original signature by an individual authorized to bind the organization.
- B. Attachment A – Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.
- C. Attachment C – Vendor Certifications with an original signature by an individual authorized to bind the organization.
- D. Attachment K – Certification regarding lobbying with an original signature by an individual authorized to bind the organization.
- E. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.
- F. Copies of applicable certifications and/or licenses.

9.2.2.5 Tab V - Attachment B

- A. The Technical Proposal Certification of Compliance with Terms and Conditions of RFP with an original signature by an individual authorized to bind the organization must be included in this tab.
- B. In order for any technical exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables in ***Attachment B***.
- C. Only technical exceptions and/or assumptions should be identified on this attachment.
- D. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.
- E. Vendors must be specific. Nonspecific exceptions or assumptions may not be considered.

- F. If the exception or assumption requires a change in the terms or wording of the contract, the scope of work, or any incorporated documents, vendors must provide the specific language that is being proposed in ***Attachment B***.

9.2.2.6 Tab VI – Section 3 – Scope of Work

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

9.2.2.7 Tab VII– Section 4 – Company Background and References

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

9.2.2.8 Tab VIII – Attachment G – Proposed Staff Resume(s)

Vendors must include all proposed staff resumes per ***Section 4.4, Vendor Staff Resumes*** in this section. This section should also include any subcontractor proposed staff resumes, if applicable.

9.2.2.9 Tab IX – Other Informational Material

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

9.3 PART I B – CONFIDENTIAL TECHNICAL

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

9.3.1 Submission Requirements, if confidential technical information is being submitted.

9.3.1.1 Confidential technical information must include:

- A. One (1) original marked “MASTER”; and
- B. Eight (8) identical copies.

9.3.2 Format and Content

9.3.2.1 Tab I – Title Page

The title page must include the following:

Part I B – Confidential Technical Proposal	
RFP Title:	Wiring, Cabling, Fiber Communications Infrastructure
RFP:	1979
Vendor Name:	
Address:	
Proposal Opening Date:	September 25, 2012
Proposal Opening Time:	2:00 PM

9.3.2.2 Tabs – Confidential Technical

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

9.4 PART II – COST PROPOSAL

9.4.1 Submission Requirements

9.4.1.1 Cost proposal must include:

- A. One (1) original marked “MASTER”; and
- B. Eight (8) identical copies.

9.4.1.2 The cost proposal must not be marked “confidential”. Only information that is deemed proprietary per NRS 333.020(5)(a) may be marked as “confidential”.

9.4.2 Format and Content

9.4.2.1 Tab I – Title Page

The title page must include the following:

Part II – Cost Proposal	
RFP Title:	Wiring, Cabling, Fiber Communications Infrastructure
RFP:	1979
Vendor Name:	
Address:	
Proposal Opening Date:	September 25, 2012
Proposal Opening Time:	2:00 PM

9.4.2.2 Tab II – Cost Proposal

Vendor’s response for the cost proposal must be included in this tab.

9.4.2.3 Tab III – Attachment J

- A. The Cost Proposal Certification of Compliance with Terms and Conditions of RFP with an original signature by an individual authorized to bind the organization must be included in this tab.
- B. In order for any cost exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables in **Attachment J**.
- C. Only cost exceptions and/or assumptions should be identified on this attachment, **do not restate** the technical exceptions and/or assumptions on this form.
- D. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.
- E. Vendors must be specific. Nonspecific exceptions or assumptions may not be considered.

9.5 PART III – CONFIDENTIAL FINANCIAL

9.5.1 Submission Requirements

9.5.1.1 Confidential financial information must include:

- A. One (1) original marked “MASTER”; and
- B. Two (2) identical copies.

9.5.2 Format and Content

9.5.2.1 Tab I – Title Page

The title page must include the following:

Part III – Confidential Financial Proposal	
RFP Title:	Wiring, Cabling, Fiber Communications Infrastructure
RFP:	1979
Vendor Name:	
Address:	
Proposal Opening Date:	September 25, 2012
Proposal Opening Time:	2:00 PM

9.5.2.2 Tab II – Financial Information and Documentation

- A. Dun and Bradstreet Number
- B. The completed *Attachment H, State of Nevada Registration Substitute IRS Form W-9*
- C. The last two (2) years and current year interim:
 - 1. Profit and Loss Statement
 - 2. Balance Statement

9.6 CONFIDENTIALITY OF PROPOSALS

- 9.6.1 As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.
- 9.6.2 Vendors are required to submit written documentation in accordance with *Attachment A, Confidentiality and Certification of Indemnification* demonstrating the material within the proposal marked “confidential” conforms to NRS §333.333, which states “Only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5)”. Not conforming to these requirements will cause your proposal to be deemed non-compliant and will not be accepted by the State of Nevada.
- 9.6.3 Vendors acknowledge that material not marked as “confidential” will become public record upon contract award.
- 9.6.4 The required CDs must contain the following:
 - 9.6.4.1 One (1) “**Master**” CD with an exact duplicate of the technical and cost proposal contents only.
 - A. The electronic files must follow the format and content section for the technical and cost proposal.
 - B. The CD must be packaged in a case and clearly labeled as follows:

Master CD	
RFP No:	1979
Vendor Name:	
Contents:	Part IA – Technical Proposal Part IB – Confidential Technical Part II – Cost Proposal

- 9.6.4.2 One (1) “**Public Records CD**” which must include the technical and cost proposal contents to be used for public records requests.

- A. This CD **must not** contain any confidential or proprietary information.
- B. The electronic files must follow the format and content section for the redacted versions of the technical and cost proposal.
- C. The CD must be packaged in a case and clearly labeled as follows:

Public Records CD	
RFP No:	1979
Vendor Name:	
Contents:	Part IA – Technical Proposal for Public Records Request Part II – Cost Proposal for Public Records Request

- 9.6.5 It is the vendor's responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation.
- 9.6.6 Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by release of said information.

9.7 PROPOSAL PACKAGING

- 9.7.1 If the separately sealed technical and cost proposals as well as confidential technical information and financial documentation, marked as required, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked as follows:
- 9.7.2 Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate these labels for ease and accuracy of proposal packaging.

Marti Marsh, Purchasing Officer State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	1979
PROPOSAL OPENING DATE:	September 25, 2012
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Wiring, Cabling, Fiber Communications Infrastructure
VENDOR'S NAME:	

- 9.7.3 Proposals **must be received at the address referenced below no later than the date and time specified in Section 8, RFP Timeline.** 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.

- 9.7.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared.
- 9.7.5 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.
- 9.7.6 The technical proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Marti Marsh, Purchasing Officer State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	1979
PROPOSAL COMPONENT:	PART I A - TECHNICAL
PROPOSAL OPENING DATE:	September 25, 2012
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Wiring, Cabling, Fiber Communications Infrastructure
VENDOR'S NAME:	

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

Marti Marsh, Purchasing Officer State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	1979
PROPOSAL COMPONENT:	PART I B – CONFIDENTIAL TECHNICAL
PROPOSAL OPENING DATE:	September 25, 2012
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Wiring, Cabling, Fiber Communications Infrastructure
VENDOR'S NAME:	

- 9.7.8 The cost proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Marti Marsh, Purchasing Officer State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	1979
PROPOSAL COMPONENT:	PART II - COST
PROPOSAL OPENING DATE:	September 25, 2012
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Wiring, Cabling, Fiber Communications Infrastructure
VENDOR'S NAME:	

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

Marti Marsh, Purchasing Officer State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	1979
PROPOSAL COMPONENT:	PART III - CONFIDENTIAL FINANCIAL INFORMATION
PROPOSAL OPENING DATE:	September 25, 2012
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Wiring, Cabling, Fiber Communications Infrastructure
VENDOR'S NAME:	

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

Marti Marsh, Purchasing Officer State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	1979
PROPOSAL COMPONENT:	CDs
PROPOSAL OPENING DATE:	September 25, 2012
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Wiring, Cabling, Fiber Communications Infrastructure
VENDOR'S NAME:	

10. PROPOSAL EVALUATION AND AWARD PROCESS

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

10.1 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
- Cost

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

Proposals shall be kept confidential until a contract is awarded.

10.2 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 per NRS 333.335(5).

10.3 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.

10.4 Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive per NAC 333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of 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. Any modifications made to the original proposal during the best and final negotiations will be included as part of the contract.

- 10.5** A Notification of Intent to Award shall be issued in accordance with NAC 333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.
- 10.6** Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

11. TERMS AND CONDITIONS

11.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

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

- 11.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 11.1.2 The State reserves the right to alter, amend, or modify any provisions of this 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.
- 11.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 11.1.4 For ease of responding to the RFP, vendors are encouraged to download the RFP from the Purchasing Division's website at <http://purchasing.state.nv.us>.
- 11.1.5 The failure to separately package and clearly mark **Part I B and Part 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.
- 11.1.6 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements and lease purchase agreements. The omission of these documents renders a proposal non-responsive.
- 11.1.7 The State reserves the right to reject any or all proposals received prior to contract award (NRS 333.350).

- 11.1.8 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS 333.335).
- 11.1.9 Any irregularities or lack of clarity in the 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.
- 11.1.10 Descriptions on how any and all services and/or equipment will be used to meet the requirements of this RFP shall be given, in detail, along with any additional informational documents that are appropriately marked.
- 11.1.11 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 11.1.12 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.
- 11.1.13 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.
- 11.1.14 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS 333.350(3).
- 11.1.15 Prices offered by vendors in their proposals 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.
- 11.1.16 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the 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.
- 11.1.17 Proposals submitted per proposal submission requirements 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 masters of the technical proposal, confidential technical proposal, cost proposal and confidential financial information of each response shall be retained for official files.
- 11.1.18 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.

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

11.2 CONTRACT TERMS AND CONDITIONS

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

- 11.2.1 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 11.2.2 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this 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.
- 11.2.3 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 attached 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 within this RFP. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.
- 11.2.4 The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.
- 11.2.5 **Attachment B and Attachment J** of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, except such terms and conditions that the vendor expressly excludes. Exceptions and assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered.
- 11.2.6 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties will consist of the 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, any modifications and clarifications to the awarded vendor's

proposal, the RFP, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

- 11.2.7 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.
- 11.2.8 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
- 11.2.9 Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.
- 11.2.10 In accordance with NRS 333.4611, the State of Nevada Purchasing Division shall require the purchase of new appliances, equipment, lighting and other devices that use electricity, natural gas, propane or oil, have received the Energy Star label pursuant to the program established pursuant to 42 U.S.C. 6294a or its successor, or meet the requirements established pursuant to 48 C.F.R. 23.203. These standards do not apply insofar as: (a) No items in a given class have been evaluated to determine whether they are eligible to receive the Energy Star label or have been designated by the Federal Government to meet the requirements established pursuant to 48 C.F.R. 23.302; or (b) The purchase of these items that have received the Energy Star label would not be cost-effective in an individual instance, comparing the cost of the items to the cost of the amount of energy that will be saved over the useful life of the item.

11.3 PROJECT TERMS AND CONDITIONS

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

11.3.1 Award of Related Contracts

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

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

11.3.2 Products and/or Alternatives

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

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

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

11.3.3 State Owned Property

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

11.3.4 Inspection/Acceptance of Work

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

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

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

11.3.5 Completion of Work

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

11.3.6 Right to Publish

- 11.3.6.1 All requests for the publication or release of any information pertaining to this RFP and any subsequent contract must be in writing and sent to the Administrator of Purchasing or designee.
- 11.3.6.2 No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of the Administrator of Purchasing or designee.
- 11.3.6.3 As a result of the selection of the contractor to supply the requested services, the State is neither endorsing nor suggesting the contractor is the best or only solution.
- 11.3.6.4 The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with the specific advance written authorization of the Administrator of Purchasing or designee.
- 11.3.6.5 Throughout the term of the contract, the contractor must secure the written approval of the State per **Section 11.3.6.2** prior to the release of any information pertaining to work or activities covered by the contract.

11.4 TERMS AND CONDITIONS FOR GOODS

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

11.4.1 Express Warranties

For the period specified on the face of the Contract, Contractor warrants and represents each of the following with respect to any goods provided under the Contract, except as otherwise provided on incorporated attachments:

11.4.1.1 Fitness for Particular Purpose

The goods shall be fit and sufficient for the particular purpose set forth in the RFP or other solicitation documents.

11.4.1.2 Fitness for Ordinary Use

The goods shall be fit for the purpose for which goods of a like nature are ordinarily intended, it being understood that the purpose for the goods covered by the Contract are ordinarily intended is general government administration and operations.

11.4.1.3 Merchantable, Good Quality, No Defects

The goods shall be merchantable, of good quality, and free from defects, whether patent or latent, in material and workmanship.

11.4.1.4 Conformity

The goods shall conform to the standards, specifications and descriptions set forth in the incorporated attachments. If Contractor has supplied a sample to the State, the goods delivered shall conform in all respects to the sample and if the sample should remain in the State's possession it shall be identified by the word "sample" and the signature of Contractor's sales representative.

11.4.1.5 Uniformity

The goods shall be without variation, and shall be of uniform kind, quality, and quantity within each unit and among all units.

11.4.1.6 Packaging and Labels

The goods shall be contained, packaged, and labeled so as to satisfy all legal and commercial requirements applicable to use by a government agency, including without limitation, OSHA material safety data sheets and shall conform to all statements made on the label.

11.4.1.7 Full Warranty

The foregoing warranties are "full" warranties within the meaning of the Magnuson-Moss Warranty - Federal Trade Commission Improvement Act, 15 U.S.C. § 2301 et seq., and implementing regulations 16 C.F.R. pts. 700-703 if applicable to this transaction.

11.4.1.8 Title

Contractor has exclusive title to the goods and shall deliver the goods to the State free and clear of all liens, encumbrances, and security interests. If the Contract causes title to vest in the State, the State hereby grants a security interest in the goods to Contractor under the terms set forth in the Contract.

11.4.1.9 Infringement Indemnity

Contractor warrants the purchase or use of the goods shall not infringe upon any United States or foreign patent, and Contractor shall indemnify the State against all judgments, decrees, costs, and expenses resulting from any alleged infringement and shall defend, upon written request of the State, at its own expense, any action which may be brought against the State, its vendees, lessees, licensees, or assigns, under any claim of patent infringement in the purchase or use of Contractor's goods. If the State is enjoined from using such goods, Contractor shall repurchase such goods from the State at the original purchase price. The State shall notify Contractor promptly in writing of any such suit. If the State compromises or settles any such suit without the written consent of Contractor, Contractor shall be released from the obligations of this paragraph and from any liability to the State under any statute or other rule of law.

11.4.1.10 Usage of Trade; Course of Dealings; Implied Warranties

Contractor shall also be bound by any other implied warranty that, at the time of execution of the Contract, prevails in the trade of government in the marketing area in and about the State of Nevada. Contractor shall also be bound by any other implied warranty arising through course of dealings between Contractor and the State from and after the execution of the Contract. Contractor shall also be bound by all warranties set forth in Nevada's Uniform Commercial Code (NRS Title 8) in effect on the date of execution of the Contract.

11.4.1.11 Warranties Cumulative

It is understood that warranties created by the Contract, whether express or implied, as well as all warranties arising by operation of law that affect the rights of the parties under the Contract, are cumulative and should be construed in a manner consistent with one another.

11.4.1.12 Priority of Warranties

If it is held by a court of competent jurisdiction that there is an irreconcilable conflict between or among any of the warranties set forth in the Contract and any warranties implied by law, the parties agree that the specifications contained in the Contract shall be deemed technical and mere language of description.

11.4.1.13 Beneficiaries of Warranties

Benefit of any warranty made in the Contract shall be in favor of the State, any of its political subdivisions or agencies, and any employee

or licensee thereof who uses the goods, and the benefit of any warranty shall apply to both personal injury and property damage.

11.4.1.14 Delivery; Inspection; Acceptance; Risk of Loss

Contractor agrees to deliver the goods as indicated in the Contract, and upon acceptance by the State, title to the goods shall pass to the State unless otherwise stated in the Contract. The State shall have the right to inspect the goods on arrival and, within a commercially reasonable time, the State must give notice to Contractor of any claim for damages on account of condition, quality, or grade of the goods, and the State must specify the basis of the claim in detail. Acceptance of the goods is not a waiver of UCC revocation of acceptance rights or of any right of action that the State may have for breach of warranty or any other cause. Unless otherwise stated in the Contract, risk of loss from any casualty, regardless of the cause, shall be on Contractor until the goods have been accepted and title has passed to the State. If given any, the State agrees to follow reasonable instructions regarding return of the goods.

11.4.1.15 No Arrival; No Sale

The Contract is subject to provisions of no arrival, no sale terms, but proof of shipment is to be given by Vendor, each shipment to constitute a separate delivery. A variation of ten days in time of shipment or delivery from that specified herein does not constitute a ground for rejection. The State may treat any deterioration of the goods as entitling the State to the rights resulting from a casualty to the identified goods without regard to whether there has been sufficient deterioration so that the goods no longer conform to the Contract.

11.4.1.16 Price; Taxes; Payment

The price quoted is for the specified delivery, and, unless otherwise specified in the Contract, is F.O.B. to the delivery address specified above. Unless otherwise specified in the Contract, the price does not include applicable federal or State sales, use, excise, processing or any similar taxes, or duty charges, which shall be paid by the State, or in lieu thereof, the State shall provide Vendor with a tax exemption certificate acceptable to the applicable taxing authority. Unless otherwise specified in the Contract, payment shall be made by warrant drawn on the State of Nevada (in accordance with Nevada law) and mailed to Vendor at the address specified above (or to assignee if assignment is acknowledged by the State) within the time specified above.

11.4.1.17 Governing Law

The laws of Nevada, including, without limitation, Nevada's Uniform Commercial Code (NRS Title 8) in effect on the date of execution of the Contract, shall govern with respect to any goods provided under the Contract.

12. SUBMISSION CHECKLIST

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

Part I A– Technical Proposal Submission Requirements		Completed
Required number of Technical Proposals per submission requirements		
Tab I	Title Page	
Tab II	Table of Contents	
Tab III	Vendor Information Sheet	
Tab IV	State Documents	
Tab V	Attachment B – Technical Proposal Certification of Compliance with Terms and Conditions of RFP	
Tab VI	Section 3 – Scope of Work	
Tab VII	Section 4 – Company Background and References	
Tab VIII	Attachment G – Proposed Staff Resume(s)	
Tab IX	Other Information Material	
Part I B – Confidential Technical Submission Requirements		
Required number of Confidential Technical Proposals per submission requirements		
Tab I	Title Page	
Tabs	Appropriate tabs and information that cross reference back to the technical proposal	
Part II – Cost Proposal Submission Requirements		
Required number of Cost Proposals per submission requirements		
Tab I	Title Page	
Tab II	Cost Proposal	
Tab III	Attachment J - Cost Proposal Certification of Compliance with Terms and Conditions of RFP	
Part III – Confidential Financial Submission Requirements		
Required number of Confidential Financial Proposals per submission requirements		
Tab I	Title Page	
Tab II	Financial Information and Documentation	
CDs Required		
One (1)	Master CD with the technical and cost proposal contents only	
One (1)	Public Records CD with the technical and cost proposal contents only	
Reference Questionnaire Reminders		
Send out Reference Forms for Vendor (with Part A completed)		
Send out Reference Forms for proposed Subcontractors (with Part A completed, if applicable)		

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

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

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

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

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

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

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

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

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

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

Company Name

Signature

Print Name

Date

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

**ATTACHMENT B – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE
WITH TERMS AND CONDITIONS OF RFP**

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

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

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

In order for any exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables below. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. Vendors must be specific. Nonspecific exceptions or assumptions may not be considered. If the exception or assumption requires a change in the terms or wording of the contract, the scope of work, or any incorporated documents, vendors must provide the specific language that is being proposed in the tables below.

Company Name

Signature

Print Name

Date

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

EXCEPTION SUMMARY FORM

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

ASSUMPTION SUMMARY FORM

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

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

ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- (6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.
- (7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this 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.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Vendor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Vendor Company Name

Vendor Signature

Print Name

Date

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

ATTACHMENT D – CONTRACT FORM

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

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



Contract Form.doc

To open the document, double click on the icon.

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

ATTACHMENT E – INSURANCE SCHEDULE FOR RFP 1979



Insurance
Schedule.doc

To open the document, double click on the icon.

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

ATTACHMENT F – 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.

INSTRUCTIONS TO PROPOSING VENDOR	
1.	Proposing vendor or vendor's proposed subcontractor MUST complete Part A of the Reference Questionnaire.
2.	Proposing vendor MUST send the following Reference Questionnaire to EACH business reference listed for completion of Part B, Part C and Part D.
3.	<p>Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:</p> <p style="margin-left: 40px;">State of Nevada, Purchasing Division Subject: RFP 1979 Attention: Chris McElroy Email: rfpdocs@admin.nv.gov Fax: 775-684-0188</p> <p>Please reference the RFP number in the subject line of the email or on the fax.</p>
4.	The completed Reference Questionnaire MUST be received no later than 4:30 PM PT <u>September 24, 2012.</u>
5.	Business references are NOT to return the Reference Questionnaire to the Proposer (Vendor).
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.



Reference
Questionnaire.doc

To open the document, double click on the icon.

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

ATTACHMENT G – PROPOSED STAFF RESUME

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



Proposed Staff
Resume.doc

To open the document, double click on the icon.

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

ATTACHMENT H – STATE OF NEVADA REGISTRATION SUBSTITUTE IRS FORM W-9

The completed form must be included in Tab II, Financial Information and Documentation of the **Part III – Confidential Financial** proposal submittal.



KTLVEN-05
Registration.doc

To open the document, double click on the icon.

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

ATTACHMENT I – COST SCHEDULE



Cost Schedule
final.doc

To open the document, double click on the icon.

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

**ATTACHMENT J – COST PROPOSAL CERTIFICATION OF COMPLIANCE
TERMS AND CONDITIONS OF RFP**

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

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

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

In order for any exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables below. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. Vendors must be specific. Nonspecific exceptions or assumptions may not be considered. If the exception or assumption requires a change in the terms or wording of the contract, the scope of work, or any incorporated documents, vendors must provide the specific language that is being proposed in the tables below.

Company Name

Signature

Print Name

Date

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

EXCEPTION SUMMARY FORM

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

ASSUMPTION SUMMARY FORM

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

This document must be submitted in Tab III of vendor's cost proposal.
This form **MUST NOT** be included in the technical proposal.

ATTACHMENT K – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____
Signature of Official Authorized to Sign Application Date

For: _____
Vendor Name

Project Title

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

ATTACHMENT L – FEDERAL LAWS AND AUTHORITIES

The information in this section does not need to be returned with the vendor's proposal. Following is a list of Federal Laws and Authorities with which the awarded vendor will be required to comply.

ENVIRONMENTAL:

1. Archeological and Historic Preservation Act of 1974, PL 93-291
2. Clean Air Act, 42 U.S.C. 7506(c)
3. Endangered Species Act 16 U.S.C. 1531, ET seq.
4. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
5. Executive Order 11988, Floodplain Management
6. Executive Order 11990, Protection of Wetlands
7. Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
8. Fish and Wildlife Coordination Act, PL 85-624, as amended
9. National Historic Preservation Act of 1966, PL 89-665, as amended
10. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended

ECONOMIC:

1. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended
2. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans

SOCIAL LEGISLATION

1. Age Discrimination Act, PL 94-135
2. Civil Rights Act of 1964, PL 88-352
3. Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
4. Executive Order 11246, Equal Employment Opportunity
5. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
6. Rehabilitation Act of 1973, PL 93, 112

MISCELLANEOUS AUTHORITY:

1. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
2. Executive Order 12549 – Debarment and Suspension