

State of Nevada
Department of Administration

Purchasing Division

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Carson City, NV 89701



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Request for Proposal: 3067

For

THE STATE OF NEVADA AVAYA COMMUNICATIONS SYSTEMS, PRODUCTS AND SERVICES

Release Date: September 5, 2013

Deadline for Submission and Opening Date and Time: October 22, 2013 @ 2:00 PM

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

For additional information, please contact:

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Refer to Section 9 for instructions on submitting proposals

VENDOR INFORMATION SHEET FOR RFP 3067

Vendor Must:

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

V1	Company Name	
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V2	Street Address	
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V3	City, State, ZIP	
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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	Signature (<i>Individual must be legally authorized to bind the vendor per NRS 333.337</i>)	
	Signature:	Date:

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A Request for Proposal (RFP) 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. PROJECT OVERVIEW

The State of Nevada Purchasing Division is seeking proposals from qualified vendors to provide sales, service, support, training and maintenance of the State's voice communications systems, statewide on an as needed basis.

The intent of the RFP is to obtain the most cost effective acquisition of products and services for voice communication telephone systems and associated telecommunications equipment within the State of Nevada. The State is predominantly Avaya equipped and requires proposing vendors to be an Avaya Business Partner at the Platinum level.

Included in the project will be the upgrade of the existing EITS core switches in Carson City and Las Vegas including all remote independent Communication Managers. The State Purchasing Division will administer contract(s) resulting from this RFP. The resulting contract(s) will be for an initial contract term of four (5) years, anticipated to begin February 1, 2014, subject to Board of Examiners approval.

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.

1.1 GOALS AND OBJECTIVES

The State of Nevada currently has about 178 Avaya telecommunication system devices and has invested about \$20 million in the past fourteen (14) years in new equipment across all agencies and branches of State government. In order to maintain existing standards, the State requires the continued use of Avaya products going forward. The State expects to continue its migration in emerging technologies of internet-based telecom services, such as Voice over Internet protocol (VoIP) and IP telephony. The State desires a single vendor solution for the products and services described within this RFP and require that all vendors be manufacturer certified agents of the products and services being proposed.

1.2 BACKGROUND

The State of Nevada has a multi-agency telecommunications environment. This includes a statewide network of switches with connectivity over the State-owned microwave system and leased facilities. The overall system supports approximately 20,000 users and is comprised almost exclusively of Avaya communication systems and associated Avaya telecommunications equipment. The State's current business model is co-delivery support. The awarded vendor must take responsibility for trouble resolution of the products specified in this RFP. Vendor must document certification for co-delivery support for all items within this RFP.

Several State agencies have switches networked throughout the State. Additionally, State agencies have call centers that range in size from several agents to several dozen agents. Utilizing State governments are:

- Enterprise Information Technology Services;
- Gaming Control Board and the Nevada Gaming Commission;
- Department of Motor Vehicles;
- Department of Transportation;
- Department of Employment, Training and Rehabilitation;
- Department of Corrections;
- Contractors Board;
- State Nursing Board;
- Nevada Office of Veterans Services;
- Department of Health and Human Services;
- Division of Welfare and Supported Services;
- Division for Mental Health and Development Services Southern Adult Mental Health Services;
- Nevada System of Higher Education;
- Department of Wildlife;
- Department of Public Safety;
- Supreme Court; and
- Legislative Counsel Bureau

2. ACRONYMS/DEFINITIONS

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

Acronym	Description
<i>ACD</i>	Automatic Call Distributor – Equipment that provides a managed approach to distribution of incoming telephone traffic to agent positions.
<i>ACW</i>	After-Call Work.
<i>Agency</i>	The entity requesting services as identified in this RFP.
<i>AMI</i>	Alternate Mark Inversion – Bipolar encoding of digital signal.
<i>AMIS</i>	Auto Messaging Interchange Specification – Issued in February 1990. AMIS is a series of standards aimed at addressing the problem of how voice messaging systems produced by different vendors can network or inter-network.
<i>ANI</i>	Automatic Number Identification.
<i>Answer Supervision</i>	An electrical signal generated as the result of a loop closure at the called station location.
<i>ARS</i>	Automatic Route Selection.
<i>Assumption</i>	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
<i>ATM</i>	Asynchronous Transfer Mode – A network technology based on transferring data in cells or packets of a fixed size. The cell used with ATM is relatively small compared to units used with older technologies. The small, constant cell size allows ATM equipment to transmit video, audio and computer data over the same network and assures that no single type of data hogs the line.
<i>Awarded Vendor</i>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
<i>Billing Services</i>	The process of recording, rating and reporting charges for telecommunications services.
<i>BOE</i>	State of Nevada Board of Examiners
<i>BRI</i>	Basic Rate Interface.
<i>Call Center</i>	A location where calls are answered and originated, typically between a company and a customer and has the ability to handle a considerable volume of calls at the same time, to screen calls and forward them to someone

Acronym	Description
	qualified to handle them, and to log calls. Call centers use telephone systems that usually include sophisticated automatic call distribution (ACD) systems and computer telephone integration (CTI) systems.
<i>Caller</i>	Refers to any non-user.
<i>CM</i>	Communication Manager.
<i>Computer Telephone Integration</i>	The combination of computing and telecommunications technologies in a single application.
<i>Confidential Information</i>	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).
<i>Contract Approval Date</i>	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.
<i>Contract Award Date</i>	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.
<i>Contractor</i>	The company or organization that has an approved contract with the State of 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>Converged Communication</i>	The integration of a broad range of technologies and applications that function under a common communications platform.
<i>Cross Reference</i>	A reference from one document/section to another document/section containing related material.
<i>Customer</i>	Department, Division or Agency of the State of Nevada.
<i>Deliverables</i>	Project work products throughout the term of the project/contract that may or may not be tied to a payment.
<i>DETR</i>	Department of Employment, Training and Rehabilitation.
<i>DID</i>	Direct Inward Dial.
<i>DMV</i>	Department of Motor Vehicles.

Acronym	Description
<i>DNIS</i>	Dialed Number Identification Service.
<i>DOC</i>	Department of Corrections.
<i>DOT</i>	Department of Transportation.
<i>Division/Agency</i>	The Division/Agency requesting services as identified in this RFP.
<i>EIA/TIA</i>	Electronic Industry Association/Telecommunication Industry Association – A standards body that addresses telecommunications issues.
<i>EITS</i>	Enterprise Information Technology Services.
<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>FTE</i>	Full Time Equivalent.
<i>GAAP</i>	Generally Accepted Accounting Principles.
<i>GOS</i>	Good of the State.
<i>GUI</i>	Graphical User Interface.
<i>IP</i>	Internet Protocol.
<i>ISDN</i>	Integrated Services Digital Network with two basic types: BRI & PRI.
<i>IVR</i>	Interactive Voice Response.
<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>LAN</i>	Local Area Network.

LEC	Local Exchange Carrier.
LCB	Legislative Counsel Bureau
LOI	Letter of Intent - notification of the State's intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
May	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
MIS	Management Information Systems.
MS	Microsoft.
Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
NAC	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: www.leg.state.nv.us .
Notice of Intent to Award	Notification to all vendors identifying the selected vendor and the State's intention to negotiate a contract.
NOA	Notice of Award – formal notification of the State's decision to award a contract, pending Board of Examiners' approval of said contract, any non-confidential information becomes available upon written request.
NRS	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: www.leg.state.nv.us .
NSHE	Nevada System of Higher Education.
OBDC	Open Database Connectivity.
Pacific Time (PT)	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time.
PC	Personal Computer.
Peripherals	In a data/telecommunications system, any equipment distinct from the central processing unit that may provide the system with additional capabilities.
PRI	Primary Rate Interface.

<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 RFP point of contact between vendor and 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>Public Record</i>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).
<i>QOS</i>	Quality of Service.
<i>Redacted</i>	The process of removing confidential or proprietary information from a document prior to release of information to others.
<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>RTSC</i>	Remote Technical Support Center.
<i>Rural</i>	Any area not in a standard metropolitan statistical area.
<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>SIP</i>	Session Initiation Protocol.
<i>State</i>	The State of Nevada and any agency identified herein.
<i>Statement of Understanding</i>	A non-disclosure agreement that each contractor and/or individual must sign prior to starting work on the project.

<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>T-1</i>	A dedicated phone connection supporting data rates of 1.5 44 Mbps.
<i>TCP/IP</i>	Transmission Control Protocol/Internet Protocol.
<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>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>VoIP</i>	Voice over Internet Protocol.
<i>WAN</i>	Wide Area Network.
<i>Will</i>	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. 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 REQUIREMENTS

- 3.1.1 The awarded 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 individual agreements signed by those entities.
- 3.1.2 All vendors responding to this RFP must be licensed and hold a valid Nevada State contractor's C2D license at time of proposal submission. A copy of that license must be submitted **Tab IV – State Documents** of the Technical Proposal response. To further inquire on how to obtain the C2D license contact the Nevada State Contractor's Board at (775) 688-1141.
- 3.1.3 Pricing for the EITS core switches shall be based upon a five (5) year lease that includes five years of Avaya Software Support + Upgrades in order to provide continual software updates and major revision upgrades. Leasing agreements will be made available to individual using agencies as requested. Vendors are required to submit copies of their standard lease agreement documents in **Tab IX – Other Informational Material**.

3.2 VENDOR RESPONSE TO SYSTEM REQUIREMENTS

Vendors must describe in detail their approach to meeting the requirements described in the following sections including how proposed products will be used to meet these requirements. If subcontractors will be used for any of the tasks, vendors must indicate which tasks and the percentage of time subcontractor(s) will spend on those tasks.

3.3 UPGRADE OF EITS CORE SWITCHES

The solution elements of this design will include the Telephony Core, Voicemail, Call Center, Media Gateways and Remote Locations elements. The new Communication Core will maintain existing digital, analog and IP telephones. Telephones will not be part of this exercise and will remain the exclusive responsibility of each department, which will decide independently to maintain or upgrade them in response to this initiative.

3.3.1 Design Objectives

The design objective of this project is to support:

- 3.3.1.1 Consolidation of all locations currently served by EITS as contained in the list below:

Physical Address	City	Agency
555 E. Washington	Las Vegas	Sawyer Building - Various Agencies
2200 S. Rancho	Las Vegas	Hearings and Appeals

215 E. Bonanza	Las Vegas	P&P
620 Belrose	Las Vegas	Youth Parole
1785 E. Sahara	Las Vegas	Taxicab Authority/SNAMHS
1860 E. Sahara	Las Vegas	Aging Services/Public Works/SAPTA
9075 W. Diablo	Las Vegas	PUC
2550 Paseo Verde Parkway	Las Vegas	Taxation
2501 E. Sahara	Las Vegas	B&I/Agriculture/B&G
720 S. 7 th Street	Las Vegas	SNAMHS
1210 S. Valley View	Las Vegas	DHCFP
6655 W. Sahara	Las Vegas	Nevada Film
3811 W. Charleston	Las Vegas	Health
10791 W. Twain	Las Vegas	AG-Consumer Protection
6161 W. Charleston	Las Vegas	Mental Health - Bldg. 1
6171 W. Charleston	Las Vegas	DCFS - Building 7
		SNAMHS - Rawson Neal Psychiatric
1650 Community College Dr.	Las Vegas	Hospital
1391 S. Jones Blvd.	Las Vegas	DRC
		DCFS-Desert Willow Treatment Center -
6171 W. Charleston	Las Vegas	Bldg. 17
4150 Technology Way	Carson City	DHHS
101 N. Carson St.	Carson City	Capitol Bldg
500 E. Third St.	Carson City	DETR
555 Wright Way	Carson City	DMV/DPS
209 E. Musser St.	Carson City	Administration
198 Carson St.	Carson City	Attorney General
100 Stewart St.	Carson City	Library and Archives/EITS
700 E. 5th St.	Carson City	Education
400 W. King St.	Carson City	Business and Industry
1100 E. Williams St.	Carson City	DHCFP/PUC/NAIW
727 Fairview	Carson City	DHHS
3427 Goni Rd.	Carson City	NEIS
575 E. Third St.	Carson City	EITS
107 Jacobsen Way	Carson City	DPS
1550 College Parkway	Carson City	Taxation
1445 Hot Springs Rd.	Carson City	Parole and Probation
1100 Valley Rd.	Reno	Parole and Probation
119 E. Long St.	Carson City	Parole and Probation
515 E. Musser St.	Carson City	Administration
901 S. Stewart St.	Carson City	DCNR
333 Nye Lane	Carson City	DPS
1320 S. Curry St.	Carson City	DETR
1749 Moody St.	Carson City	DOE
405 S. 21st	Sparks	Agriculture
2150 Barnett Way	Reno	Purchasing
808 Nye Lane	Carson City	Economic Development
4600 Kietzke Lane	Reno	Taxation

1818 College Parkway	Carson City	Business and Industry
401 Carson St.	Carson City	Tourism
675 Fairview	Carson City	DHHS
3416 Goni Rd.	Carson City	Aging Services
1830 College Parkway	Carson City	Business and Industry
1030 Bible Way	Reno	DHCFP
896 Nye Lane	Carson City	DHHS Office of Disability
500 Damonte Ranch Pkwy	Reno	SOS
1755 Plumb Lane	Reno	Board of Massage Therapy
1030 Ruby Vista Drive	Elko	DHHS
3920 Idaho St.	Elko	DPS
2478 Fairview Drive	Carson City	EOC

- 3.3.1.2 Provide a software and hardware upgrade to the existing solution;
- 3.3.1.3 Centralize the ownership and management of EITS telephony resources;
- 3.3.1.4 Establish a Communication Core to support additional consolidation and centralization in future phases; and
- 3.3.1.5 Provide Voice Network Optimization.

3.3.2 Solution Redundancy

The EITS communication core design will include three levels of redundancy:

3.3.2.1 Core

The Core will include the following elements:

- A. Communication Manager High Availability Core;
- B. Session Manager;
- C. System Manager;
- D. Presence Services;
- E. Avaya Aura Messaging High Availability (Application, Storage and Mirroring Servers);
- F. Application Enablement Server; and
- G. CMS

3.3.2.2 Survivable Core

The Survivable Core will include the following elements:

- A. Communication Manager High Availability Survivable Core;
- B. Session Manager;
- C. System Manager;
- D. Avaya Aura Messaging High Availability (Application and Storage Servers); and
- E. CMS

3.3.2.3 Survivable Remotes

Approximately 70% of remote locations will be configured as a Survivable Remote by including an S8300 processor element for local survivability.

3.4 SOLUTION DETAILS

It is recommended that bidders responding to this project run all appropriate Product Information System (PIPS) reports from Avaya on the existing independent CMs (i.e. Capital (Carson City), Sawyer (Las Vegas), Elko (Elm), Elko (Idaho), EOC and Mental Health (Las Vegas)) to extract configuration and licensing information for telephony, media gateway, voicemail and call center elements. This information will be needed in the creation of the new design which will migrate and upgrade existing systems into the new solution.

3.5 COMMUNICATION MANAGER

- 3.5.1 Licenses from existing Communication Managers (Capital, Sawyer, Elko (Elm), Elko (Idaho), EOC and Mental Health (Las Vegas)) will need to be migrated and upgraded to the new Communication Manager. The new Communication Manager will consist of a High Availability Core located in Carson City, site of an existing CM (Capital), as well as a High Availability Survivable Core, located in Las Vegas, site of an existing CM (Sawyer).
- 3.5.2 Hardware of existing gateways identified in **Section 3.5.1** above will need to be upgraded. The guidance concerning hardware upgrades will be to maintain processor ethernet media gateways (i.e. G350 and G700) and replace port network gateways (i.e. MSC & G650) with G450 media gateways. Elko (Elm), Elko (Idaho), EOC (Carson City) and Mental Health (Las Vegas) locations will need to be converted from independent CMs to Survivable Remotes reporting to the new Communication Manager core.
- 3.5.3 Approximately 70% of existing remote locations belonging to the existing CMs will need to be upgraded into Survivable Remotes using the same hardware

upgrade criteria previously mentioned and report to the new Communication Manager core.

3.6 CALL CENTER ELITE, CMS & AES

Call Center Elite licenses of the existing CM systems (Capital and Sawyer) will need to be migrated and upgraded to the new Communication Manager core. The associated CMS and AES resources will need to be upgraded accordingly.

3.7 AVAYA AURA MESSAGING

All existing voicemail licenses will need to be migrated from their multiple disparate systems to a new Avaya Aura Messaging (AAM) core. The new AAM solution will provide High Availability for voicemail by supporting redundant application and storage server operations at both core locations, namely, Capital (Carson City) and Sawyer (Las Vegas). This geo-redundant voicemail solution will include a replication server for application and storage redundancy to be located at the Capital (Carson City) location.

3.8 NETWORK OPTIMIZATION

- 3.8.1 The plan will deliver a one-time analysis of the current network and enterprise telecommunications environment, including considerations of bandwidth, capacity, service types, and costs currently in place at EITS. This analysis will attempt to breakdown the existing location trunk models and assess the applicability of trunk sharing thereby improving trunk utilization and enabling significant reduction in overall trunking facilities.
- 3.8.2 As part of the contract responsibilities, awarded vendor will be required to perform a GAP analysis between current state and proposed optimized state.

3.9 SOLUTION ARCHITECTURE DESIGN

Proposing vendors will provide a suggested design for the upgraded EITS platform in their Technical Response and shall include the following:

- 3.9.1 Current State Avaya solution overview;
- 3.9.2 End-state detailed architecture;
- 3.9.3 Call Flow/Data Flow design; and
- 3.9.4 System Configuration Diagrams.

Suggested pricing for this design shall be listed and described in ***Attachment I – Cost Proposal***.

3.10 FUTURE PHASES ARCHITECTURE DESIGN SERVICES

- 3.10.1 Once the upgrade to EITS systems has been completed, it is the intent of the State to begin planning to migrate and consolidate other Departments onto the newly upgraded core system. These organizations currently have equipment ranging from Norstar key systems to Avaya G3's and CM 2.2. Station counts vary from 10 to 2,000 and locations vary from a single office to statewide locations;

- 3.10.2 Vendors shall offer a design service that will entail obtaining critical technical information/data that will become the basis for the migration plan and budgetary estimate;
- 3.10.3 Vendors will document the technical requirements and produce a Solution Recommendation that is sufficiently detailed to provide price quotations for the Departments budget process;
- 3.10.4 Vendor will provide all necessary design and engineering details to bring future agency services onto EITS platform. Deliverables for future consolidations onto the upgraded EITS core will include the following:
 - 3.10.4.1 Solution requirements (high level business and detailed technical);
 - 3.10.4.2 Current state overview;
 - 3.10.4.3 Recommended end-state solution architecture;
 - 3.10.4.4 Application integration design;
 - 3.10.4.5 Call flow/data design; and
 - 3.10.4.6 Physical and environmental requirements (i.e. electrical, air conditioning, room size, etc.).
- 3.10.5 Vendors shall list and describe system design offerings with applicable rates and charges along with qualifications of personnel performing the work in ***Attachment I – Cost Schedule.***

3.11 TELECOMMUNICATIONS SYSTEM REQUIREMENTS

3.11.1 System Overview

The State of Nevada requires all proposed equipment, hardware and software to be fully compatible, with seamless integration to all existing Avaya telecommunications equipment within the State.

3.12 SYSTEM ARCHITECTURE

The State of Nevada requires a common architecture platform that is compatible with the existing Avaya architecture currently installed. All platforms must be based on the use of an upgradeable processor, a high level operating system, uniform system software, open interfaces and distributed processing.

3.12.1 Messaging Requirements

A multi-media messaging solution is required that meets today's needs and yet allows for future growth. Vendors must provide an overview of the system's universal messaging capabilities. Voice, fax and visual desktop access to

messaging functionality and e-mail access must be included as standard features. Vendor must identify any growth strategy available.

3.12.2 Call Answering – Automated Attendant (Mandatory)

- 3.12.2.1 The voice messaging system is required to have Automated Attendant as part of its integrated platform. This feature must provide single digit menu choices to callers for automatic transfer, as well as provide the opportunity to reach assistance;
- 3.12.2.2 Multiple menu layers must be accessed by single digit selections. Describe the number of menu layers that are supported;
- 3.12.2.3 The Automated Attendant must transfer callers who do not select a choice within a given time frame to an answering position;
- 3.12.2.4 Users must be able to access their mailboxes from an offsite location; and
- 3.12.2.5 Vendors must provide information on available automated attendant management and reporting.

3.12.3 Caller Options (Mandatory)

Each mailbox must be able to have a unique destination if the caller presses “0” or any other defined key to reach a designated location before or after leaving a message.

3.12.4 Call Coverage (Mandatory)

- 3.12.4.1 Callers must be able to transfer out of voice mail by specifying a user’s name or extension either before or after leaving a message;
- 3.12.4.2 The system must provide a names directory for callers to access;
- 3.12.4.3 The system must provide context-sensitive help prompts;
- 3.12.4.4 Callers must be able to skip the greeting and immediately record a message;
- 3.12.4.5 The system must provide a warning when message recording is approaching the maximum length. Describe the maximum message recording time;
- 3.12.4.6 Callers must be able to re-record a message;
- 3.12.4.7 Callers must be able to mark a message private;
- 3.12.4.8 Callers must be able to mark a message priority;

- 3.12.4.9 Callers must be able to attach a fax if fax messaging is configured; and
- 3.12.4.10 Callers must be informed when the called party's mailbox is full.
- 3.12.5 Broadcast Messages (Mandatory)

The proposed system must have capabilities of establishing broadcast message entry use with additional capabilities of unique messaging to select groups.
- 3.12.6 Login Announcement (Mandatory)

The proposed system must provide a default generic announcement that will play to users when they login to their mailboxes as well as provide the ability to create a custom announcement.
- 3.12.7 Bulletin Board Mail Boxes (Mandatory)

Mailboxes must be designed to dispense information to callers.
- 3.12.8 User Mailbox Parameters (Mandatory)
 - 3.12.8.1 The proposed system must alert users when their mailbox space gets low;
 - 3.12.8.2 The system must have the capability to automatically delete messages after a prescribed number of days;
 - 3.12.8.3 Different deletion schedules must be available for new, old and unopened messages;
 - 3.12.8.4 System Administrator must be able to initiate message deletion at any time;
 - 3.12.8.5 Users with desktop messaging privileges must be able to save a message indefinitely;
 - 3.12.8.6 Users must be able to share a single telephone extension yet have a private mailbox. Callers must be able to choose to be routed to a specific user when calling this extension;
 - 3.12.8.7 In your proposal response, please indicate the minimum and maximum message length in seconds; and
 - 3.12.8.8 The minimum and maximum messaging size of a user's mailbox in minutes.

3.12.9 Greetings (Mandatory)

- 3.12.9.1 Users must be given the option to use a generic system greeting rather than a personalized greeting;
- 3.12.9.2 System must allow variable greeting types when the call is not answered as follows:
 - A. “Busy” for calls when your extension is busy;
 - B. “No answer” for calls when you don’t answer;
 - C. “Internal” for calls from within the telephone system;
 - D. “External” for calls from outside of the local system; and
 - E. “Out-of-hour” for any calls from outside of the systems’ prime time.

3.12.10 Creating Messages (Mandatory)

- 3.12.10.1 The system must be capable of providing the following functions to users during message creation:
 - A. Re-record message from the beginning;
 - B. Re-record from any place within the message;
 - C. Pause during message creation;
 - D. Go forward and backward within the message in incremental steps;
 - E. Review before sending; and
 - F. Provide the ability to press a single button or enter an access code to leave a “pre-recorded” return call” message in another user’s mailbox.

3.12.11 Addressing Messages (Mandatory)

- 3.12.11.1 The system must provide the following capabilities to users during addressing messages for delivery. In addition, the user must be able to cancel an incorrect address without affecting the message:
 - A. Address by extension;
 - B. Address by name;

- C. Address to a list;
- D. Address to a mixture of the above; and
- E. When addressing by extension number, the system must confirm names.

3.12.12 Mailing Lists (Mandatory)

- 3.12.12.1 Users must be able to create and maintain mailing lists that include both local and remote addresses. Indicate in your response how many lists each user can have and how many list entries are allowed.
- 3.12.12.2 Mailing lists owned by one person must be capable of being used by others without allowing access to the list owner's mailbox.
- 3.12.12.3 The System Administrator must be able to create system lists that can be accessed by any user. Provide information in your response as to how many lists the system can support and how many list entries are allowed.
- 3.12.12.4 Users must have the ability to remove a recipient from a pre-defined mailing list prior to sending the message.

3.12.13 Message Delivery Markings (Mandatory)

- 3.12.13.1 After addressing, the system must allow the user to:
 - A. Mark the message as private (cannot be forwarded);
 - B. Mark the message as priority, causing it to be queued before non-urgent messages in the recipient's mailbox;
 - C. Schedule the message for delivery up to one year in the future. A future delivery message can be changed or canceled any time before delivery;
 - D. File a copy of the message within the user's mailbox; and
 - E. Mark the same message with more than one of the above options for the same recipient.

3.12.14 Message Notification (Mandatory)

- 3.12.14.1 The system must:
 - A. Notify users of new messages;

- B. Make outcalls to offsite users at user-set telephone and pager numbers based upon a user-set schedule and parameters such as notification of priority messages only;
- C. Provide instructions in the outcall message for the benefit of a non-user who answers the telephone. Outcall notification must be able to be cancelled; and
- D. Allow the System Administrator to limit the ability of users to request outcall message notification.

3.12.15 Message Retrieval (Mandatory)

- 3.12.15.1 The system must give the number of new messages at login time and specify the number of priority and broadcast messages;
- 3.12.15.2 Must allow new messages to be stored in a different category than saved messages and allow system categories to be presented in any order;
- 3.12.15.3 Must allow messages to be played back either in first-in, first-out (FIFO) or last-in, first-out (LIFO);
- 3.12.15.4 Must allow the user to skip to the next message, choose to have the message automatically saved or hold in its current category;
- 3.12.15.5 Must allow one message to be played after another without intervention;
- 3.12.15.6 Header information must be automatically presented before each message and can be replayed at any time during message review. Header information must include, at a minimum, date and time, caller and/or phone number, message if available and length;
- 3.12.15.7 Must allow the user to be able to skip the message header and immediately hear the message;
- 3.12.15.8 Must allow the user to pause during message review;
- 3.12.15.9 Must allow the user to move backward and forward within a message while listening to it;
- 3.12.15.10 Speed controls (faster/slower) must be available, without distortion of the message;
- 3.12.15.11 Volume controls (louder/softer) must be available;
- 3.12.15.12 Must allow a message to be replayed;

- 3.12.15.13 Must allow a message to be deleted at any time before, during or after listening to it;
- 3.12.15.14 Must allow a message accidentally marked for deletion to be undeleted;
- 3.12.15.15 Must allow a message review to be cancelled without affecting the remaining new messages;
- 3.12.15.16 Must allow the user to be able to immediately reply by having the system call the message sender without entering any address information;
- 3.12.15.17 Must allow the user to record a reply to the message sender without re-addressing the message and returns user is then returned back to getting messages at the point of exit;
- 3.12.15.18 Must allow the user to add a comment to the beginning or the end of a message not marked private and forward it to one or multiple recipients, including lists; and
- 3.12.15.19 Must allow forwarded messages not marked private to be re-forwarded with additional comments. All forwarded comments remain with the message.

3.12.16 Fax Messaging (Mandatory)

- 3.12.16.1 Fax messaging must be included as an integral part of the user's multi-media mailbox;
- 3.12.16.2 System must provide instructions on printing options for fax message;
- 3.12.16.3 Header information must indicate a fax message and the number of pages; and
- 3.12.16.4 Fax messaging must be fully compatible within the enterprise where it is deployed. Describe the printing options available for fax messages. (Example: network printer, fax machine).

3.12.17 Visual Desktop User Interface (Mandatory)

- 3.12.17.1 A visual desktop user interface must be available that uses an Internet web-browser application, thereby not requiring the interface software to be installed on the State desktop platforms (Win2K/XP/WIN7, Macintosh and UNIX) for visual desktop user interface. Please provide a list of all applicable platforms the visual desktop user interface is compatible with in your proposal response.

- 3.12.17.2 Messages must be able to be audibly played on the PC.
- 3.12.17.3 The visual desktop user interface must provide a means to save a voice and fax message on the user's PC.

A. Message Addressing

- 1. The user must be able to use the visual desktop interface to address messages to multiple destinations;
- 2. The user must be able to use the visual desktop interface to create distribution mailing lists; and
- 3. The visual desktop interface must have directory capabilities.

B. Fax Capabilities

- 1. Fax messages must be able to be viewed, manipulated and printed from the visual desktop user interface;
- 2. Fax cover sheet options must be available from the visual desktop user interface; and
- 3. The visual desktop user interface must allow users to turn any document into a fax, including those from another Windows program (for example, Microsoft Word) and send it.

C. Architecture and Specifications

- 1. The visual desktop user interface application must use TCP/IP to communicate between the users' PCs and the application;
- 2. The visual desktop user interface must be able to be installed on a network file server for shared access;
- 3. The visual desktop user interface must support multiple message servers; and
- 4. The visual desktop user interface must only require the use of server ports when the user is using the telephone or while a fax is being transmitted to a fax machine.

3.12.18 User Mailbox Security

- 3.12.18.1 The following capabilities must be available:

- A. Variable length user passwords must be supported with the ability for the System Administrator to set a minimum length.

Describe the maximum length and password restrictions that can be imposed;

- B. New users must be required to change the System Administrator-assigned password to a personal password upon initial login to the system;
- C. The ability to require users to periodically change their passwords must be available;
- D. The system shall prevent the System Administrator from obtaining personal passwords; however, if the password is forgotten, a new password can be issued;
- E. The system shall disconnect after three incorrect attempts to log in;
- F. The mailbox shall be locked after a fixed number of incorrect login attempts; and
- G. Break-in attempts shall be recorded in a log to alert the System Administrator of potential hacker activity.

3.12.19 System Security

3.12.19.1 The system must prevent unauthorized system administrative access or transfers from the system. Explain in detail how this will be accomplished.

3.12.19.2 The system must encode messages to ensure storage security.

3.12.20 Mailbox Administration (Mandatory)

The following capabilities must be available to the System Administrator:

3.12.20.1 Mailboxes may be added, deleted, or changed without service interruption;

3.12.20.2 Extension numbers may be changed without deleting messages or affecting the mailbox;

3.12.20.3 Mailboxes must be able to be given varying permissions/restrictions. Describe how your system defines and administers permissions/restrictions; and

3.12.20.4 The system must allow customizable system prompts as an alternative to pre-recorded prompts from the manufacturer.

3.12.21 System Diagnostics and Alarms

- 3.12.21.1 Diagnostics must run 24 hours per day without system disruption;
- 3.12.21.2 Alarms must be logged and monitored;
- 3.12.21.3 The system must provide a history log that records system problems; and
- 3.12.21.4 System must have the capability to notify the vendor's support center when alarms occur.

3.12.22 Administration Terminal

The system must support remote administration. Describe the system's administrative interface.

3.12.23 System Management Reports

- 3.12.23.1 Describe the available standard reports as well as viewing and printing options; and
- 3.12.23.2 Describe the system's ability to create customized reports, the type of reports available and the processes for creating custom reports.

3.12.24 Networking Capabilities (Mandatory)

- 3.12.24.1 The system must be able to support a digital networking protocol, including IP;
- 3.12.24.2 The system must be able to support digital microwave networking;
- 3.12.24.3 When addressing a message by name or mailbox number to a remote user, the name must be played back for verification; and
- 3.12.24.4 The system must be able to deliver and retrieve messages from a networked system on the same call.

3.12.25 Voice Communication System Integration (Mandatory)

3.12.25.1 Messaging Port Integration

- A. Ports must be universal, allowing the system to support all features without requiring dedicated ports;
- B. When the system receives call disconnect information from the voice communication system it immediately terminates the session;

- C. If a port has trouble, the system takes it out of service and automatically notifies the voice communication system to stop sending calls to that port, without requiring manual intervention; and
- D. The message-waiting lamp must remain lit until all new messages are accessed.
- E. Describe how port contention problems between the messaging system and the voice communication system are eliminated.

3.12.26 Technical Specifications (Mandatory)

3.12.26.1 Capacities

- A. Mailboxes must be equipped with voice and fax capabilities as standard and visual desktop and email access capabilities as optional. Identify the maximum number of mailboxes for all proposed systems;
- B. Mailboxes must be available to be purchased in small increments in order to meet current needs and yet be expandable to meet future needs;
- C. Messaging system must be capable of supporting all features. Identify the minimum and maximum number of ports for all proposed systems;
- D. Additional port capacity must be available for purchase as needed; and
- E. Disk storage must allow for growth and be expandable without loss of data.

3.12.26.2 Storage Utilization

The system must compress long pauses in recorded messages to efficiently utilize space on the hard drive. Describe how the speech compression is achieved.

3.12.26.3 Environmental, Physical and Electrical Requirements

Vendor must provide all environmental, physical and power requirements for any new system upon request.

3.12.27 Call Center Requirements

The following requirements are listed as mandatory or optional. Vendor must indicate their company's ability to provide, support, maintain, troubleshoot, and repair or replace the following systems and features.

3.12.27.1 Basic ACD Features (Mandatory)

A. Integrated Voice Communication System/ACD Solution

The system must provide ACD functionality without requiring a separate ACD system, server, hardware, or software. Vendor must indicate if there is a separate cost for providing ACD functionality or if this is a standard feature.

B. Order of Arrival Queuing

The calls must be delivered to agents in First in First out order.

C. Priority Queuing

Calls delivered from certain trunk groups or to certain dialed numbers must be assigned a higher priority than other callers. Calls which overflow from another split must have the ability to be queued ahead of other calls.

D. Queue Capacity

Vendor must specify the number of queues available and the number of queue slots available with their system.

E. Queue Size Limiting

The split/skill queue size limits must be adjustable.

F. Most Idle Agent Hunting

Calls must be distributed to the 'most idle' agent.

G. Music on Queue Delay

If an agent is not available to handle a call, calls must be queued for the next available agent. The system must provide music on hold until the call is answered.

H. Queue Specific Delay Announcements

1. For basic ACD applications, system must be able to provide a queue specific (different for each queue) delay announcement if an agent is not immediately available to answer a call;
2. After waiting a specified period of time, second announcement must be provided. This period of time between announcements must be programmable by queue; and

3. The second announcement must repeat after a specified period of time.

I. Agents in Multiple Split/Skill Groups (Mandatory)

Agents must be able to be members of multiple splits/skills.

J. Most Idle Agent Status for Agents in Multiple Groups (Mandatory)

When the call is delivered for a specified split/skill, the system must be able to choose whether to consider the agent 'most idle' for not only the split/skill in question but also the agent 'most idle' across all of their defined split/skill groups.

K. Automatic Availability after Each Call (Mandatory)

Agent sets must have the ability to be automatically available to take the next call upon disconnecting from the current call.

L. Timed After Call Work (ACW) (Mandatory)

1. Agent sets must have the ability to automatically go into an after call worked (ACW) state at the completion of a call;
2. Agents must be able to temporarily remove themselves from the call queue to perform call related tasks;
3. Time spent in this work state must be included in the individual agent and group statistics;
4. The supervisor should be provided with a visual real time indication of agents spending time in this state; and
5. The system should be capable of forcing the agents to be put into an ACW state for a predefined period of time in order to provide rest time between calls, pace calls to the agents, or limit the amount of time an agent spends in completing ACW.

3.12.27.2 Temporarily Unavailable Mode (Mandatory)

When unavailable for calls for reasons such as scheduled breaks, lunch, group meetings, etc., agents must have the ability to temporarily remove themselves from the call queue but still have this time tracked as staffed time without logging out.

3.12.27.3 Redirection of Unanswered Calls (Mandatory)

The system must be capable of redirecting unanswered calls.

3.12.27.4 Abandoned Call Disconnect (Mandatory)

There must be automatic and immediate disconnect of calls after a calling party hangs up.

3.12.27.5 Emergency Notification (Mandatory)

- A. The system must allow agent positions to activate an alarm notifying a supervisor of an emergency condition; and
- B. The system must also have the ability to automatically record the trunk number and/or calling number if provided, the agent position involved in the emergency, and to activate a recording of the conversation if recording equipment is provided.

3.12.27.6 Agent Request for Assistance (Mandatory)

- A. The agent set must have the ability to directly signal the supervisor when the agent requires assistance handling an active call;
- B. Answering of agent requests for supervisor assistance must be provided on the supervisor's telephone set with special audible and visual notification so that the supervisor may readily identify that an agent requires support;
- C. The LCD or alphanumeric display must provide identification of the calling agent to the supervisor; and
- D. An agent's request for supervisory assistance must be forwarded to a backup supervisor when the primary supervisor is busy or unavailable.

3.12.27.7 Supervisor Capabilities (Mandatory)

- A. The supervisor must be able to monitor an agent's conversation for training or administrative purposes from the supervisor's telephone, without plugging in to the agent's telephone set;
- B. Both silent monitoring and tone indication to the agent during monitoring should be available. Vendors must indicate if the parties on the call are given an indication that the call is being monitored;
- C. The supervisor must be able to monitor consecutive calls without any additional action;
- D. The monitored telephone must have access to all normal switch features while Service Observing is active; and

- E. The system must offer a voice terminal option for monitoring directly at the agent's voice terminal for "ride along" agent training.

3.12.27.8 System Wide ACD Functionality (Mandatory)

- A. ACD agents for the same split/skill must be able to be physically located in different modules/nodes.
- B. Vendors must describe any inter-cabinet restrictions.

3.12.27.9 Incoming Call Information Display (Mandatory)

An agent must receive on set display screen identification of trunk group or type of incoming call when the call is presented at the agent position.

3.12.27.10 Access to Real Time ACD Statistics on the Voice Terminal (Mandatory)

- A. Each supervisor set must have the ability to view a customizable list of call center statistical information on the digital display of the supervisor's telephone;
- B. Agents and supervisors must be capable of being notified via the voice terminal indicators when thresholds are reached for split/skills;
- C. The supervisors must be capable of receiving continual real time display updates of ACD statistics via the telephone display including such information as a comparison of individual performance to group averages or objectives;
- D. The display of ACD statistics on the voice terminal must include, but is not limited to, the following items:
 - 1. Number of ACD calls;
 - 2. Number of calls abandoned;
 - 3. Number of calls waiting;
 - 4. Oldest call waiting;
 - 5. Average speed of answer;
 - 6. Average abandon time;
 - 7. Number of agents staffed;
 - 8. Number of agents available;
 - 9. Number of agents on ACD calls; and
 - 10. Number of agents in auxiliary (AUX).

3.12.27.11 Agent and Supervisor Voice Terminals (Mandatory)

The agent and supervisor telephone sets must use state-of-the-art

digital and Voice over Internet Protocol (VoIP) technology, and must provide a display for call related information, ACD statistics display and other applicable information.

3.12.27.12 Agent Headset/Handset Operation and Compatibility (Mandatory)

- A. The agent telephone set must be able to support both an agent headset and an agent handset. There must be volume controls for either option;
- B. The agent voice terminals must be compatible with industry standard headsets; and
- C. During headset operation, the system must have the ability to provide the agent with an audible ring or zip tone prior to the automatic connection of an ACD call to the agent.

3.12.27.13 Hold, Transfer and Conference Buttons (Mandatory)

- A. A dedicated, fixed feature button for each function must be provided on the agent and supervisor telephone set; and
- B. The system must have the capability for agents and supervisors to set up conference calls for up to six (6) parties (including the agent or supervisor) as required without requiring attendant assistance.

3.12.27.14 Non-ACD Functionality (Mandatory)

- A. Agents must not be required to log into an ACD split/skill in order for the agent's voice terminal to generate a ring;
- B. The extension must function as a normal system extension when the agent is not logged in; and
- C. The agent's extension must have full system extension capabilities (e.g., transfer calls, conference calls, etc.).

3.12.27.15 Outgoing Calling Capabilities (Non-ACD) (Mandatory)

- A. Agents and supervisors must have the capability to place outgoing calls;
- B. The system must have the capability to track outgoing calls on ACD reports; and
- C. The system must be capable of restricting individual agents from placing certain types of outgoing calls while allowing other types of calls.

3.12.27.16 PC Based Telephone Option (Mandatory)

The system must offer an ACD voice terminal that is controlled by a PC-based agent interface. Vendor must describe options for implementing screen based telephony control.

3.12.28 Advanced ACD Call Handling, Treatment, and Routing Features

3.12.28.1 Entering Wrap Up Codes (Mandatory)

- A. Agents must have the ability to enter codes to identify events that occurred during a call; and
- B. The system must be capable of forcing the agents to enter wrap up codes before becoming available for another call.
- C. Vendors must indicate how many codes are available on their system.

3.12.28.2 Entering Call Identification Codes (Mandatory)

- A. Agents must have the ability to associate other types of identifying information, such as account codes or service codes, to particular calls;
- B. The system must support up to sixteen digits per code; and
- C. The system must be capable of forcing the agents to enter codes before becoming available for another call.
- D. Vendors must indicate how many codes can be supported by their system.

3.12.29 Audio Difficulty Trace (Mandatory)

When an agent experiences static or a noisy trunk, the audio difficulty must be easily reported and traced.

3.12.30 Redirection of Unanswered Calls to Alternate Destinations (Mandatory)

The system must have the ability to redirect the unanswered calls to an alternate destination rather than back to the head of the queue.

3.12.31 Automatic Call Processing after Disconnecting from an Agent (Mandatory)

The system must provide the ability to instruct a caller to remain on the line after talking with an agent and be automatically connected to other service options or applications such as an IVR application or customer satisfaction survey application, etc. without requiring the agent to manually transfer the caller to the application.

3.12.32 Queuing Calls to Multiple Splits (Mandatory)

- 3.12.32.1 The system must provide multiple split/skill queuing; and
- 3.12.32.2 The system must have the capacity for simultaneous queuing to agent groups.

3.12.33 Route Calls Directly to an Agent (Mandatory)

The system must have the ability to route direct inward dialed (DID), attendant directed, or private network telephone calls directly to an ACD agent.

3.12.34 Monitoring the Customer Experience (Mandatory)

- 3.12.34.1 Silent monitoring must be directed at a particular application or call type and shall automatically follow the call as it is transferred to different agents, announcements, prompts, etc.;
- 3.12.34.2 The monitoring session must follow the call to a distant center;
- 3.12.34.3 Silent monitoring must be directed at a particular application or call type, yet avoid hearing announcements and music and only begin observing after the agent answers the call; and
- 3.12.34.4 The system must have the ability for a full recording solution specifically designed to capture voice and data and have the functionality of archiving and searching. It should have the ability to record 100% of the incoming calls and capture what the agent has occurring on their screen and it should have the capability of spontaneous recording or recording when initiated by the agent. Vendors must describe the storing/archiving capacity for each proposed system.

3.12.35 Automatic Load Balancing and Conditional Routing (Mandatory)

- 3.12.35.1 The system must support automated load-balancing capabilities and customized conditional routing capabilities;
- 3.12.35.2 The system must have the ability to provide comparisons in queue conditions before routing calls to ensure that split/skills are not overloaded; and
- 3.12.35.3 The system must have the ability to provide comparisons in queue conditions after routing calls to determine if calls should be re-routed to alternate destinations.
- 3.12.35.4 Vendors must describe their system's conditional routing capability.

3.12.36 Call Routing Commands (Mandatory)

3.12.36.1 The ACD must promote an autopilot approach to call routing by providing routing tables of selectable commands and conditions; and

3.12.36.2 This feature must use Standard English commands.

3.12.36.3 Vendors must identify and describe all commands available.

3.12.37 Integrated Routing Database Tables (Mandatory)

Database tables of numbers must be maintained in the system for specialized routing purposes; for example, a table of priority customers which would receive priority routing and possibly queue to a dedicated agent.

3.12.38 Call Routing Comparators (Mandatory)

Vector programming of variables and advanced language capabilities must be available for constructing call routing commands.

3.12.39 Digit Matching for Call Routing (Mandatory)

The ACD system must match ANI or other digits in routing tables using sequences such as 303+ which would identify and route all calls from area code 303 to a certain destination.

3.12.40 Answer Supervision (Mandatory)

The call routing program must determine when Answer Supervision is returned to the network.

3.12.41 Routing Based on DNIS (Mandatory)

The system must have the ability to route calls based on Dialed Number Identification Service (DNIS).

3.12.42 Routing Based on ANI (Mandatory)

The system must have the ability to route calls based on Automatic Number Identification (ANI).

3.12.43 Information Indicator (II) Digits Routing (Mandatory)

The system must have the ability to route calls based upon information about the type of the originating line provided by ISDN network facilities. In this way, calls from pay phones, cellular phones, or motel phones, for example, can receive unique routing.

3.12.44 Support for Network Provided Caller Information Forwarding Digits (Mandatory)

The system must have the ability to collect caller entered digits and customer database provided digits supplied by the network in an incoming call's ISDN PRI

SETUP message and provide routing based upon these digits.

3.12.45 Estimated Wait Time Predictor (Mandatory)

The system must have the ability to predict the wait time.

3.12.46 Estimated Wait Time Routing (Mandatory)

3.12.46.1 The system must use the estimated wait time or average speed of answer to make routing decisions;

3.12.46.2 The system must predict the estimated wait time for various split/skills and pick the best destination for a call to avoid excessive wait times and subsequent overflow; and

3.12.46.3 Multiple split/skills which might typically be considered backup or overflow destinations must be considered up front if it is predicted that the call will overflow anyway.

3.12.47 Estimated Wait Time Announcements (Mandatory)

The system must announce to the caller the estimated wait time for the next available agent.

3.12.48 Priority Routing (Mandatory)

3.12.48.1 The system must provide priority routing;

3.12.48.2 The system must have the ability to prioritize calls based on variables such as length of time in queue and caller response to a prompt; and

3.12.48.3 The priority must be able to be changed after the call is initially queued.

3.12.49 Time of Day, Day of Week Routing (Mandatory)

3.12.49.1 The proposed system must provide alternate routing automatically based upon time of day and day of week; and

3.12.49.2 Calls must be able to be routed to night service after hours.

3.12.50 Holiday and Special Date Routing (Mandatory)

The proposed system must provide alternate routing for holidays and special dates automatically based upon time of day and day of year.

3.12.51 Automatic Overflow Routing (Mandatory)

- 3.12.51.1 The system must provide the ability to automatically route incoming calls to alternate groups within the ACD dependent upon incoming call volume and/or number of calls waiting in queue; and
- 3.12.51.2 Each group, application, and/or trunk group must have the ability to overflow uniquely, dependent upon business requirements.
- 3.12.52 Overflow Destinations (Mandatory)
 - 3.12.52.1 Calls must be automatically overflowed to voice messaging or a voice response system; and
 - 3.12.52.2 Calls must be automatically routed to a remote location based upon conditions in the call center including call volume and time of day.
- 3.12.53 Integrated Auto-Attendant (Mandatory)
 - 3.12.53.1 The ACD system must provide integrated auto-attendant routing functionality such as “If you know the extension of the party you wish to speak with, you may dial it now”;
 - 3.12.53.2 The ACD system must have the ability to prompt callers for the type of service they desire, i.e. “Press 1..., Press 2...”; and
 - 3.12.53.3 The system must support these capabilities internally within the proposed Voice Communications System/ACD system without requiring an external IVR system or announcement device. Does this require an adjunct voice processing system? If so, please describe the proposed platform, manufacturer, features, integration, and connectivity.
- 3.12.54 Route by Caller Prompted Information (Mandatory)
 - 3.12.54.1 The ACD system must have the ability to request information, such as a zip code or account code, before the call is sent to an agent and then route the call based upon that information; and
 - 3.12.54.2 The system must have the ability to prompt a caller for up to 16 digits of information.
- 3.12.55 Routing by Voice Response Integration (Mandatory)
 - 3.12.55.1 The information that the call routing commands collect about the caller (such as account number, position in the queue, estimated wait time, and menu selection) must be forwarded to an interactive voice response (IVR) and used for routing purposes, database lookup, or trigger IVR applications; and
 - 3.12.55.2 The IVR must be able to return information to the ACD such as caller identification information or routing destinations.

3.12.56 Maintaining Queue Position (Mandatory)

- 3.12.56.1 The call routing program must have the ability to connect the caller to an interactive voice response (IVR) while the call remains in queue for an agent; and
- 3.12.56.2 An incoming call must not lose its place in queue if the call is routed to voice applications, audio test announcements, or other IVR applications.

3.12.57 Database Assisted Routing Option (Mandatory)

The system must have the ability for routing commands to be used to obtain information from another source or a database before routing the call.

3.12.58 Dynamic Routing Administration (Mandatory)

The call routing tables must be administered and controlled from a call center manager or supervisor terminal in real time, without adversely affecting call processing.

3.12.59 Testing Routing Instruction (Mandatory)

- 3.12.59.1 The call routing and announcement steps must be tested prior to production, at the system administered level, based on customer defined permissions; and
- 3.12.59.2 The system must have the capability of storing contingency call routing programs.

3.12.60 Graphical Routing Administration Options (Mandatory)

- 3.12.60.1 The system must offer an option for administering call routing through a Windows-based graphical user interface;
- 3.12.60.2 A call tree for one ACD must be able to be uploaded to other ACDs in order to support the same application at multiple locations without having to create and edit the application from scratch at each location;
- 3.12.60.3 Frequently used sequences of routing steps such as time of day tests, or music loops must be able to be stored offline and quickly 'pasted' into new trees as needed instead of re-creating them for each new application;
- 3.12.60.4 Templates must be able to be created for common call-handling situations;

- 3.12.60.5 The system must have the ability for the graphical solution to provide drag and drop access to available functions in order to design the call flow graphically;
- 3.12.60.6 The system must have the ability for comments to be added to the design and be viewed graphically; and
- 3.12.60.7 The system must have the ability for graphical call routing to be designed on an offline PC then uploaded at a later time.
- 3.12.61 Multiple Announcements per Call (Mandatory)

Multiple announcements must be able to be played to a caller.
- 3.12.62 Multiple Audio Sources (Mandatory)

The system must support multiple audio sources for callers in queue.
- 3.12.63 Incoming Call Announcement (Mandatory)

For agents who handle calls for multiple applications, the system must be capable of providing a brief announcement heard only by the agent indicating what type of call is arriving so that the agent can greet the call appropriately.
- 3.12.64 Recorded Announcement Features – Announcement Hardware (Mandatory)

The system must provide callers in the queue with a variety of announcements. This capability must be inherent within the Voice Communication System/ACD architecture avoiding the need for external announcement devices and/or IVR servers.
- 3.12.65 Announcement Access (Mandatory)
 - 3.12.65.1 The supervisor must, dependent upon security code, have the ability to control and change announcements and messages;
 - 3.12.65.2 Supervisors must be able to make new recordings or change recordings directly from his/her own telephone set; and
 - 3.12.65.3 Announcements must be able to be changed from a remote location.
- 3.12.66 General Announcement Features (Mandatory)
 - 3.12.66.1 The system must have the capability of requiring callers to listen to an entire announcement before being connected to an agent;
 - 3.12.66.2 If an agent becomes available before an announcement is completed, a call can be immediately connected to the agent;

- 3.12.66.3 The system must allow the administrator to define announcement delays; and
- 3.12.66.4 An incoming call must not lose its place in queue when the call is connected to an announcement.

3.12.67 Call Center Messaging Features (Mandatory)

- 3.12.67.1 The system must have the ability for callers to be automatically directed to voice mail to leave messages when the call center is closed or when all agents are busy;
- 3.12.67.2 The system must have the capability to automatically route a call to voice messaging instead of queuing if the wait time is above a certain threshold;
- 3.12.67.3 The system must be capable of giving the caller the option to continue waiting in the queue or to leave a message;
- 3.12.67.4 The system must be capable of providing an estimated wait time announcement to help callers make an informed decision about how long they are willing to wait;
- 3.12.67.5 If the caller chooses to continue to wait, the call must retain the original position in queue;
- 3.12.67.6 The system must have the ability to store messages in a group mailbox, and agents must be notified that messages are waiting; and
- 3.12.67.7 An agent must be notified when voice mail messages are left for the personal extension number and separately for the ACD group.

3.12.68 Callback Messaging (Mandatory)

- 3.12.68.1 The proposed system must support an option for callback messaging;
- 3.12.68.2 Messages must be able to be scheduled for callback, at a specific time and date, by the caller; and
- 3.12.68.3 During slower periods, the system must automatically offer agents the option of returning calls to customers who had called earlier and left messages.

3.12.69 Automatically Launching Callbacks to Customers (Mandatory)

- 3.12.69.1 When the agent receives a callback message from the queue, the system must have the capability to allow the agent the ability to use automatic launched callback or to dial the customer callback number;

- 3.12.69.2 The supervisor must have the ability to display customer messages and their status on a Windows PC;
- 3.12.69.3 Callback messages must be able to be played back directly from the supervisor's PC; and
- 3.12.69.4 The supervisor must have the ability to reschedule, delete, re-prioritize, and launch messages to the agents from the PC.

3.12.70 Service Levels (Mandatory)

- 3.12.70.1 The system must be capable of distributing calls to achieve service level objectives for different call types as defined by business needs;
- 3.12.70.2 The system must have the capability to monitor whether service levels are above or below the objectives, and automatically adjust routing calls out of their normal place in queue (oldest call first) to attempt to meet desired service level objectives;
- 3.12.70.3 The system must have the capability to have certain agents defined as "reserve" agents for certain skill sets;
- 3.12.70.4 The system must be capable of monitoring queue thresholds and expected wait times in queues and automatically activate reserve agents; and
- 3.12.70.5 Vendors must state if supervisor intervention is required to monitor the queue thresholds or to activate the agents.

3.12.71 Multi-Site Call Center Options (Mandatory)

- 3.12.71.1 The system must have the ability to redirect calls to other agent groups on systems at another geographical location;
- 3.12.71.2 The system must have the ability to perform an intelligent query of a distant system to check status before redirecting a call to another ACD;
- 3.12.71.3 The system must support a multi-site call center environment with multiple distinct sites as a single virtual call center operation;
- 3.12.71.4 The system must have the capability to allocate calls between sites based upon agent skills, agent availability, queue times, and other criteria; and
- 3.12.71.5 When interflowing calls occur between sites, the system must have the ability to take advantage of Network Call Transfer and Deflection provided by the public switch telephone network to redirect an incoming ISDN call without requiring trunks to be tied up at the original destination after the call rerouting takes place.

3.12.72 Unique Call Identification Tag (Mandatory)

The system must have the ability to have a unique tag associated with each call when it originates and remain with the call throughout a multi-site network to facilitate “cradle to grave” call tracking.

3.12.73 Multi-Site Information Forwarding (Mandatory)

In a multi-site network, the system must be capable of providing real time monitoring, and “cradle to grave” statistical reporting.

3.12.74 Remote Branch Offices (Mandatory)

3.12.74.1 The system must have the capability to support agents located in a small remote branch office environment;

3.12.74.2 The system must have the capability for remote branch office agents to be members of splits that also contain local agents;

3.12.74.3 The system must have the capability for the call management information system to track branch office agent activity;

3.12.74.4 The MIS tracking for off-premises agents must be the same as that for on-premises agents;

3.12.74.5 The system must have the capability for the agent working in a home office to be seen in a real time view on a supervisor’s workstation whether that supervisor is in the call center or at home themselves; and

3.12.74.6 Branch office agent’s activities must show up on the standard reports.

3.12.75 Management Information System (MIS) Options ~ Basic Internal Reporting Option (Mandatory)

3.12.75.1 Both real time reports and historical reports are required. Historical reports must be available for hourly or half hourly intervals;

3.12.75.2 These reports must be able to be displayed on a video display terminal in real time, printed immediately, scheduled to print at a later time, or scheduled to print periodically at times specified; and

3.12.75.3 Real time reports must update automatically approximately every 30 seconds and on demand.

3.12.75.4 Please identify and describe real time and historical reports available.

3.12.76 Basic Graphical, PC Based Reporting (Mandatory)

- 3.12.76.1 The system must provide a graphical user interface for supervisors to monitor call center activity on PC;
- 3.12.76.2 Must provide real time graphical reporting (such as bar chart, pie chart, time trace, wallboard, or text report display formats) to single or multiple supervisors;
- 3.12.76.3 Must allow multiple reports to be displayed on a PC screen at the same time. Please identify and describe reports available;
- 3.12.76.4 Reporting system must support multiple external wallboards for display of real time data to various ACD groups;
- 3.12.76.5 Must allow text messages created by supervisors to be displayed on wallboards;
- 3.12.76.6 Must set thresholds on data items that alert supervisors both visually and audibly when thresholds are reached;
- 3.12.76.7 Must allow supervisors to customize their views for real time monitoring of the items and resources of interest in the call center;
- 3.12.76.8 Must provide long term storage of historical ACD data;
 - A. How long is data stored?
 - B. Where is data stored and how can it be accessed?
- 3.12.76.9 Must allow data to be exported to file or to other applications;
- 3.12.76.10 Must allow reports to be scheduled; and
- 3.12.76.11 Must allow reports to be printed at multiple printer destinations.

3.12.77 Local Area Network Connectivity (Mandatory)

The supervisors must be able to access the management information system via a PC connected to the local area network using TCP/IP by hardwired or dedicated terminals.

3.12.78 Network Printing (Mandatory)

Management reports must be capable of being printed on network printers.

3.12.79 Multiple Windows (Mandatory)

The supervisor interface must support multiple windows simultaneously.

3.12.80 Real Time Monitoring (Mandatory)

- 3.12.80.1 The system must support real time monitoring of agents, split/skill groups, trunk groups, and applications;
- 3.12.80.2 Reports must be available in both text based and full color graphical formats that are easy to interpret at a glance;
- 3.12.80.3 The supervisor must be able to see (in text and color graphical formats) each of the following items:
 - A. Active agents and current individual agent status (whether on an active ACD call, in after call work, waiting for an ACD call, or in an inactive or idle state). Describe the possible agent states that can be reported;
 - B. The number of agents currently in various work states such as available, on ACD calls, in unavailable modes, etc.;
 - C. Individual performance data for a given agent;
 - D. Current queue status including calls waiting, oldest call waiting, number of calls handled, number of calls abandoned, service level, etc.;
 - E. Display how agent time is spent based upon assigned reason codes for unavailable non-call associated work modes. For example: how much time agents spent on breaks, in group meetings, training, etc. At least nine (9) different reason codes are required for reporting time spent unavailable;
 - F. Provide a call handling time profile which displays the number of calls answered and abandoned according to increasing service intervals. For example, how many calls were answered and abandoned from 0-5 seconds, 5-30 seconds, 30-60 seconds, 60-90 seconds, etc.; and
 - G. The number of times during the current interval that an agent reported a call event.

3.12.81 Exceptions and Thresholds (Mandatory)

- 3.12.81.1 Real time reports must display color threshold indications for items that are exceeding desired levels, such as number of calls in queue or oldest call waiting time;
- 3.12.81.2 Exception categories and thresholds must be definable and variable between different splits and applications;

- 3.12.81.3 The system must be capable of notifying supervisors of exceptions to their groups only, or all supervisors must receive notification of all defined exceptions; and
- 3.12.81.4 Recent exceptions must be available for display on demand. Reports must be available for past exceptions.
- 3.12.82 Comprehensive Historical Reporting (Mandatory)
 - 3.12.82.1 Historical reports must be available for agents, split/skills, trunk groups, and applications in interval, daily, weekly, and monthly formats. Both graphical and text based formats are required;
 - 3.12.82.2 Reports must be printable on demand or on a scheduled basis; and
 - 3.12.82.3 Reports must be able to be scheduled in increments of 15, 30, or 60 minutes.
- 3.12.83 Custom Reporting Options (Mandatory)
 - 3.12.83.1 Fast, easy creation of ad hoc reports is required. Describe options for creation of customized reports. Modification of existing reports to customize them for agency reporting purposes is required.
 - 3.12.83.2 Report customization must include the ability to create custom data items and define custom calculations.
- 3.12.84 Open Database Connectivity (ODBC) (Mandatory)

Identify the database used to store historical data for your management information system (must be ODBC compliant).
- 3.12.85 Exporting Data (Mandatory)

Call center data must be capable of being exported directly to a file or to other Windows based applications. Data from this system must be capable of being exported to other applications such as INFORMIX, Excel, or Lotus. Describe file formats supported.
- 3.12.86 Exporting Data to the Web (Optional)

ACD reports should be able to be sent to the Web server for access on the State Internet via standard Web browsers.
- 3.12.87 Access Security (Mandatory)
 - 3.12.87.1 The system must allow the administrator flexibility to tailor access permissions to the duties/needs of appropriate personnel;

3.12.87.2 Supervisors must be able to view certain splits and applications while being restricted from others; and

3.12.87.3 The administrator must be able to assign supervisors read only or read/write access.

3.12.88 Access by Multiple Supervisors (Mandatory)

3.12.88.1 Supervisors must have the ability to access the same information simultaneously; and

3.12.88.2 Supervisors must be able to access the data and perform different tasks simultaneously.

3.12.89 Remote Access (Mandatory)

Administrators must be capable of accessing the MIS to monitor and administer the call center from a laptop or PC at remote locations.

3.12.90 Tracking Agent Activity (Mandatory)

3.12.90.1 The system must track all agent activity in chronological order;

3.12.90.2 Reports can be generated for groups of agents that are not members of the same split;

3.12.90.3 Agent statistics must be tracked continually when the agent is assigned to more than one split/skill during the course of the day; and

3.12.90.4 Agents must be able to move from terminal to terminal and have their statistics follow them.

3.12.91 Tracking Calls (Mandatory)

3.12.91.1 Transferred calls must be tracked by the MIS;

3.12.91.2 The MIS must track and report abandoned calls;

3.12.91.3 The MIS must track and report forced busy signals and forced disconnects;

3.12.91.4 The MIS must allow a single call record be created to track a call that is transferred several times; and

3.12.91.5 An agent's request for supervisor assistance can be tracked by the ACD reporting system.

3.12.92 Changing Agent Assignments (Mandatory)

3.12.92.1 Agent split/skill assignments must be able to be changed via the supervisor terminal.

A. Can agents be active and logged in when changes are made or do the agents have to log off in order for the changes to take effect?

B. Can assignments be changed for more than one agent at a time? Please describe this process.

3.12.93 Changing Routing and Call Treatment (Optional)

Can routing changes and call treatment changes be performed from the supervisor terminal? Please describe how this is accomplished.

3.12.94 Scheduling Routing Changes (Optional)

Can routing changes be created and stored for holidays and special days up to a year in advance?

3.12.95 Scheduling Call Center Tasks (Mandatory)

Supervisors must be able to define “macros” that allow the printing of reports, grouping of agents, etc., to be executed at a predetermined time.

3.12.96 Graphical User Interface Scripting (Mandatory)

Reports and other tasks can be automated and scheduled from the supervisor’s PC using a commercial scheduling package.

3.12.97 Backup Process (Mandatory)

Backups must be performed automatically.

3.12.98 Online Help (Mandatory)

The system must provide Windows-based online Help.

3.12.99 Reporting System Platform (Mandatory)

Describe the hardware, software, and operating system required for your MIS platform and how it will interface with the ACD. List customer provided system requirements. Describe built-in redundancy.

3.12.100 Alarms and Error Conditions (Mandatory)

System problems or errors must generate an alarm to notify service personnel. Errors and alarms must be logged in the system so that error logs can be viewed by administrators.

3.12.101 Detailed Call Tracking and Reporting Option (Mandatory)

3.12.101.1 Long Term Storage of Detailed Call Records

A. System must offer an option for long term storage of detailed call history records.

B. Cradle to Grave Reporting

System must support a “cradle to grave” reporting option which reveals exactly what happened to a caller from the time they entered the system until the time they disconnect.

3.12.102 Web Browser Interface (Optional)

Does your system support customized queries of detailed call records via an industry-standard Web browser to meet specific needs of different groups of users with Internet access?

3.12.103 Custom Queries (Mandatory)

System must be able to create customized queries to focus on particular calls of interest. Provide examples of your customized query capabilities.

3.12.104 ANI Analysis (Mandatory)

System must provide detailed calling records based on ANI, call origination information (such as calls from payphones, prisons, cellular phones, etc.), abandoned calls, and malicious calls.

3.12.105 Multi-Site Reporting Options (Mandatory)

3.12.105.1 The MIS must support multiple locations; and

3.12.105.2 The MIS must support multiple ACD systems.

3.12.105.3 Any supervisor (with the proper security) must be able to monitor and report on any of the call center locations or report on all or multiple ACD systems in a combined report.

3.12.105.4 Provide the total numbers of physical Voice Communication System/ACD systems that can be monitored by a single MIS server.

3.12.106 Forecasting and Scheduling Options

3.12.106.1 The MIS must offer integrated forecasting capabilities. (Mandatory)

3.12.106.2 Workforce Management System Options (Optional)

Can your ACD system interface to a workforce management and scheduling system? Please describe your capabilities.

3.12.106.3 Service Objectives

System must take into consideration service parameters and desired service objectives.

A. Forecasting Call Volume and Agents Required

Describe your forecasting functionality and how it is utilized to estimate call volume, Average Handle Time, and agents required.

B. “What If” Forecasting

System must have the ability to provide “what if” forecasting.

C. Special Days Forecasting

Describe how the system will factor holidays, special campaigns, season trends, billing cycles, and other date of month influences.

D. Scheduling Employee Shifts

Describe how work shifts are assigned to employees.

E. Optimizing Schedules

Can the system generate an optimal schedule for agents for each hour that meets the forecasted call volume taking into consideration agent availability, calendar management, and desired service objectives? What other controls or options can be taken into consideration for scheduling?

F. ACD Integration

Describe how data from the ACD is transferred to the system. What hardware or software is required in the ACD?

G. Real Time Monitoring

Describe the tools provided for real time monitoring of the actual call volumes, service levels, etc., versus what was forecast. The system must allow customization of this monitoring capability to focus on key measurements.

H. Reporting

Describe the reports provided with the software.

3.12.107 Wallboard Display Options (Mandatory)

3.12.107.1 Integrated Wallboard Options

The reporting system must support multiple external wallboards for display of real time data to various ACD groups. Text messages created by supervisors must be able to be displayed on wallboards.

3.12.107.2 Advanced Wallboard Systems

- A. The system must offer an external wallboard control system which offers display of real time and historical ACD statistics on multiple wallboards as well as advanced features like custom calculations, thresholds and messaging;
- B. The wallboard must highlight in color ACD statistics which are exceeding desired thresholds;
- C. Supervisors must be able to broadcast messages to one or multiple wallboards. Messages must be capable of being automatically sent to wallboards at a scheduled time, on demand, or when a defined threshold condition in the call center is reached;
- D. The system must provide supervisors with the ability to perform customized calculations on ACD data and create new data items such as group averages, sums, and more for display on wallboards; and
- E. The system must provide supervisors with the ability to be notified via an external device (pager, cell phone) when defined thresholds are reached.

3.12.107.3 Desktop “Wallboard” Options

The system must display wallboard information such as real time ACD statistics and call center messages on the agent’s PC. Describe the solution and its capabilities.

3.12.108 Call Center Leadership (Mandatory)

Please give a summary of your experience, commitment, and ability to deliver call center solutions.

3.12.109 Call Management System Requirements (Mandatory)

- 3.12.109.1 Vendor must provide a call management system that supports the following features:
- A. Multi-site reporting;
 - B. Multi-splits/skills reporting;
 - C. Agent status;
 - D. Historical data;
 - E. Real time data;
 - F. Agent statistics;
 - G. Number of calls handled;
 - H. Abandoned calls;
 - I. Time-to-Abandon;
 - J. Time-to-Answer;
 - K. Queue agent reporting;
 - L. Queue reporting;
 - M. Trend analysis;
 - N. Trunk/Trunk Group reporting;
 - O. Custom reporting;
 - P. Vector reporting;
 - Q. Vector directory number (VDN) reporting; and
 - R. Tracking calls.

3.12.110 Interactive Voice Response (IVR) Requirements (Mandatory)

The IVR system must:

- 3.12.110.1 Have full networking capabilities to voice PBXs and external host computers via TCP/IP Ethernet;
- 3.12.110.2 Support custom application programs that can pass data to and receive data from external host computers. Identify how custom application development for IVR requirements will be met. Describe what non-proprietary application development tools and methods are available for the proposed IVR;
- 3.12.110.3 Have the automated capability to contact the system administrator via phone, fax or email when alarms or trouble conditions arise;
- 3.12.110.4 Have outbound calling capabilities that are generated by an application or the system;
- 3.12.110.5 Have full backup and recovery capabilities, both internal and external source media (i.e., external tape drive, server, etc.); and
- 3.12.110.6 Be capable of remote access for system support and administration.

3.12.111 Voice over Internet Protocol (VoIP)/Convergence (Mandatory)

3.12.111.1 Inventory of Network

- A. The awarded vendor must include an inventory collection of existing network equipment, capability and traffic analysis for any implementation;
- B. Must include in the VoIP solution current and predicted bandwidth utilization, address network and topology issues and quality of service standards; and
- C. Must provide proof of concept documentation for the specific VoIP implementation.

3.12.112 Network Impact Report (Mandatory)

3.12.112.1 Upon implementation of Voice over Internet Protocol (VoIP), the awarded vendor must provide a Network Impact Report. The report will include, but not be limited to:

- A. A listing of bandwidth requirements;
- B. Setting voice priority;
- C. Routing patterns and connectivity between other agency telephone switches; and
- D. Any trunking and Automatic Route System (ARS) issues.

3.12.112.2 The awarded vendor must provide a network traffic utilization report prior to and after implementation; and

3.12.112.3 The implementation will support industry standard network routers, switches and other networking equipment.

3.12.113 Network Security (Mandatory)

The implementation will include industry standard precautions for network security. Please describe your method to accomplish network security.

3.12.114 Internet Protocol (IP) Voice Communications Systems (Mandatory)

3.12.114.1 The IP Voice Communications Systems Solution must be capable of transparent connection to the State of Nevada's existing Voice Communications Systems platforms. The solution must interface seamlessly and:

- A. Be capable of sharing common directory files;
- B. Have seamless integration to existing voice mail platforms;

- C. Be able to support up to the highest level of QoS available;
- D. Be able to integrate with the State's existing data network, including digital microwave and various air LAN's;
- E. Be capable of supplying all feature functionality currently available; and
- F. Be capable of supporting digital, analog and IP phones from a single solution.

3.12.115 Recommended Hardware and Software for Implementation (Mandatory)

The awarded vendor must provide a list of recommended hardware and software specific to any agency requesting to be added to the core switch. This list will encompass current configuration, with recommendations for upgrades, replacement and/or new equipment.

3.12.116 Notification of Updates (Mandatory)

The awarded vendor must provide each agency point of contact with, or provide access to, immediately upon availability, automatic notification of hardware and software updates, including firmware, patches and upgrades.

3.12.117 Network Transport – Fiber Optic Equipment (Mandatory)

The awarded vendor must support fiber optic transport. Describe your ability to provide all supporting equipment associated with fiber optic transport.

3.12.118 Wireless Local Area Network Equipment (Optional)

The awarded vendor must describe any wireless LAN equipment which they can provide which will seamlessly integrate with existing networks and meet current Institute of Electrical and Electronics Engineers (IEEE) standards.

3.12.119 Microwave (Mandatory)

The State of Nevada utilizes as part of its upgraded network backbone a digital microwave system. All proposed systems must be capable of utilizing the digital microwave system and transport.

3.12.120 Mobility Products (Mandatory)

Provide information on available products that allow interaction between Avaya Unified Communications applications and services and users of mobile devices. Describe implementation requirements.

3.13 IMPLEMENTATION AND TRAINING

3.13.1 Sample Implementation Plan (Mandatory)

3.13.1.1 In your proposal response, please provide a sample plan or Gantt chart that includes survey, engineering, training and customer acceptance along with anticipated time lines. The sample plan must also show responsibilities of the State Agency involved.

3.13.1.2 Describe how your company will manage the implementation and testing process, including the roles of key project management. Include the following:

A. Sample Preliminary Implementation Plan listing all steps necessary to install the proposed products and services beginning from the initial request to the point of final acceptance by the requesting agency;

1. The Plan must include survey, engineering, training and customer acceptance;
2. The Plan must include a detailed time line for all project milestones; and
3. The Plan must also describe the specific responsibility required of the agency to house, maintain and operate the proposed system.

3.13.1.3 A detailed implementation plan will be required for any individual projects implemented as a result contract award. Describe your readiness to undertake project design and implementation activities.

3.13.2 Facility Coordination (Optional)

Vendors shall confirm their willingness to accept responsibility for coordinating installations with common carriers and any other relevant third parties, upon request of the State.

3.13.3 Acceptance Testing (Mandatory)

3.13.3.1 Awarded vendor shall provide a detailed Acceptance Test Plan for every project, describing the methods and criteria that will be used to assure full system performance. The awarded vendor must conduct a walkthrough with the requesting agency that demonstrates the capabilities and functionalities as required in the initial request.

A. Vendors must describe how tests will be conducted to demonstrate proper installation.

3.13.4 Final Change Date (Mandatory)

For each project, awarded vendor must provide the cutoff date for hardware and software changes to be accepted without the State incurring additional charges.

3.13.5 Training Requirements (Mandatory)

3.13.5.1 Vendors must provide all available training opportunities available to support the products and services recommended and implemented.

3.13.5.2 The curriculum should include, but not be limited to:

A. Station user and console attendant training; and

B. System administrator training.

3.13.5.3 Details in the course curriculum should include:

A. Length;

B. Location of training; and

C. Other relevant details.

3.13.5.4 Vendor shall provide details on all forms of training medium available (i.e. CD-ROM, computer based instruction, etc.)

3.13.5.5 The vendor should describe in detail the ability to provide follow-up and ongoing training support, and at what frequency.

3.13.5.6 Costs associated with training must be included in ***Attachment I – Cost Schedule***.

3.14 WARRANTY, MAINTENANCE AND SUPPORT REQUIREMENTS (Mandatory)

3.14.1 While under warranty or a Maintenance Agreement, the State agency agrees to cooperate in the care of the equipment.

3.14.2 While under warranty or a Maintenance Agreement, the awarded vendor must advise the designated agency representative upon notification of any major alarm, provide resolution of the problem and close out the trouble ticket by incorporating a detailed description.

3.14.3 Awarded vendor must notify the agency representative 24 hours in advance of any unscheduled visits and provide explanation for the purpose of the visit.

3.14.4 Any time the awarded vendor's representative visits a State agency, the representative shall report to the agency's designated representative (or alternate).

The awarded vendor shall have appropriately trained technicians available for repair work, if required, to correct the problem in accordance with response times outlined in **Section 3.14.11 - Response Time**.

- 3.14.5 The awarded vendor is required to have an established inventory of all manufacturers' recommended critical spare parts necessary to support systems installed in the State under this contract. The inventory must be available within no more than four (4) hours. The State requires that spare parts not in inventory be delivered and installed within 24 hours of determined need.

3.14.6 Maintenance Support – All Agencies

- 3.14.6.1 In order to provide maintenance support for existing products, vendor is required to provide a “per port” pricing model for each product listed in **Attachment I – Cost Schedule**

- 3.14.6.2 Vendor must explain the influence and impact of Avaya's Software Support Plus Upgrades to the:

- A. Potential good of the State Contract;
- B. Potential subordinate Maintenance Agreements;
- C. Term of the potential Contract relative to the three year upgrade commitment; and
- D. Overall proposed costs of the services. Is Avaya's Software Support Plus Upgrades necessary in order to support the requirements of this RFP?

3.14.7 Warranties

- 3.14.7.1 For installed equipment, including hardware and software, it is the responsibility of the awarded vendor to repair or replace defective parts (including parts and labor) at no additional cost to the State for a minimum of one (1) year following the date of acceptance. Warranty service shall be available 24 hours a day, 7 days a week. Vendor must describe its policy regarding software warranty and support.

- 3.14.7.2 For drop shipped equipment including hardware and software, it is the responsibility of the awarded vendor to repair or replace defective equipment or parts at no additional cost to the State for a minimum of one (1) year following the date of receipt.

- 3.14.7.3 If the equipment should fail during the warranty period, and the equipment is replaced, the awarded vendor shall label the replacement equipment with a new warranty date. Warranty shall include, at no cost to the State, all parts, labor, installation (as applicable) and shipping charges to the State. The State shall not be

responsible for the cost of shipping the defective part to the awarded vendor. State requires that the awarded vendor provide equipment replacement for out-of-box failures within 24 hours of notification by the State.

3.14.7.4 If a successful performance period cannot be established within thirty (30) days after the system in-service date, the State may require the awarded vendor to replace the faulty equipment with new equipment of the same manufacturer and the same or better model within ten (10) days of written request. Replacement shall occur at no additional cost to the State. Replacement equipment shall comply with all requirements of the project as well as meet or exceed the specifications as stated in the awarded vendor's response to this RFP.

3.14.7.5 If the replacement equipment does not successfully perform for a period of thirty (30) continuous working days within a thirty-five (35) working day period, the awarded vendor may be deemed in default and the State may impose liquidated damages.

3.14.8 Warranty/Maintenance Service

3.14.8.1 At no additional cost to the agency, the State requires that the awarded vendor perform on-site preventive maintenance inspections on a semi-annual basis during the warranty period for all installed equipment.

3.14.8.2 The first preventive maintenance inspection must occur six (6) months into the warranty period and the second inspection must occur approximately thirty (30) days prior to the expiration of the warranty. The preventive maintenance inspection must include, but is not limited to:

- A. Testing all functions of the switching equipment and maintaining records of tests;
- B. Monitoring and measuring all operating telephone company lines for any line failures, dead trunks, noise or out of standard levels and reporting any line troubles to the State agency with the correct Trunk ID number;
- C. Repairing all critical and non-critical problems found and maintaining records of repairs; and
- D. Verifying the wiring of the power failure relays and creating a power failure relay list if none exists.

3.14.9 Maintenance Service Organization

3.14.9.1 A maintenance service organization profile should be submitted with the proposal response describing service information described below. The awarded vendor shall ensure this information is kept current and maintained throughout the life of the contract. Profile information should include:

- A. The local office address for each location from which the awarded vendor's staff will be assigned;
- B. Telephone number for reporting repairs, both during working hours and at night, on weekends and holidays (specify if this location is different from the local office);
- C. Fax telephone number;
- D. Email address(s);
- E. Normal hours of operation; and
- F. Name and title of Manager on duty.

3.14.9.2 The State requires the awarded vendor must have personnel that are manufacturer certified on the products and services provided in this RFP and who are capable of installing and maintaining the proposed equipment 24x7x365.

3.14.9.3 The State requires that the successful vendor provide service coverage for rural areas the next business day after notification.

3.14.9.4 The successful vendor must obtain written approval from the requesting agency prior to allowing subcontractors to conduct work.

3.14.9.5 The successful vendor is ultimately responsible for all work performed by the subcontractor.

3.14.10 Maintenance Agreements

3.14.10.1 Maintenance agreements are subordinate to the Good of the State (GOS) Contract. Terms and conditions of the GOS Contract will prevail over any terms and conditions indicated on the subordinate Maintenance agreements. Maintenance agreement periods will be specified on the maintenance agreements.

3.14.10.2 Proposing vendors must provide copies of any associated maintenance agreements pertaining to this RFP's requirements in ***Tab IX – Other Informational Material***.

- 3.14.10.3 Vendor must offer extended maintenance provisions which shall allow other organizations or State agencies to enter into maintenance contracts and/or maintenance agreements after the warranty period has expired. The decision to enter into an extended maintenance agreement shall be made by the agency.
- 3.14.10.4 Maintenance shall mean that it is the responsibility of the awarded vendor to repair or replace defective parts (including parts and labor) at no additional charge to the State if a system is covered by a maintenance contract or maintenance agreement.
- 3.14.10.5 If an agency is interested in entering into a maintenance agreement, the successful vendor shall provide to the agency an itemized listing of components in the agency's system.
- A. Additions to the base system, which may be under warranty, shall be included in this listing if the warranty period expires during the first year term of the proposed maintenance contract.
 - B. Additions to the system shall carry a minimum one (1) year warranty. The awarded vendor shall be responsible for tracking the warranty expiration date for the additions so that at the end of the warranty period, these items may be included in the maintenance agreement for the entire system.
 - C. This itemized list shall include the individual monthly maintenance price as well as the annual cost for each component.
 - D. The State requires the awarded vendor to provide 60 days prior written notification of any requested changes to the maintenance contract or maintenance agreement.
 - E. The State will not be held accountable for additional charges to the maintenance agreement without prior approved written notification.
- 3.14.10.6 Awarded vendor shall quote monthly maintenance on a per port basis within any resulting maintenance agreements.
- 3.14.10.7 Vendors shall provide maintenance prices for equipment in ***Attachment I – Cost Schedule***.
- 3.14.10.8 An agency may choose not to have maintenance on the entire system. In these instances, the agency may designate which items or peripherals they want to include under maintenance.
- 3.14.10.9 Maintenance agreements subordinate to this GOS Contract are not required to be approved by the Board of Examiners.

- 3.14.10.10 Awarded vendor must provide pricing for time and material jobs for State agencies choosing not to have a maintenance agreement in place.

3.14.11 Response Time

- 3.14.11.1 It is mandatory that the awarded vendor provide warranty/maintenance service for non-service effecting system problems with a response time of two (2) business days or less.
- 3.14.11.2 The State requires warranty/maintenance service for service effecting problems with a response time of 30 minutes or less after notification of emergency nature trouble to initiate remote diagnostics and two (2) hours or less after notification to have a authorized technician on site in the metropolitan Reno/Sparks/Carson City area and Clark County area and six (6) hours or less for rural areas if the trouble cannot be cleared by remote diagnostics and repaired.
- 3.14.11.3 The use of remote administration may not be used to extend the awarded vendor's stated response times. Remote administration may be used to identify and clear problems. If the problem is not cleared by remote administration, stated response times remain in effect. Response times shall be considered satisfied when an authorized technician has arrived on site and contacted the agency's designated representative.
- 3.14.11.4 Vendors must provide an escalation procedure and contact list to be used for unresolved troubles, including names, titles, and phone numbers of contact persons in the escalation chain. Major service affecting problems that are not resolved within two hours of the time of notification of trouble will constitute a prolonged outage and will be escalated.

3.14.12 Remote Maintenance and Alarm/Trouble Reporting

- 3.14.12.1 The awarded vendor must have a remote technical support center (RTSC) accessible to all equipment capable of remote access and covered by this contract. This remote access to the equipment must be secure. All of the equipment must be programmed to out-dial to the center in the event of an alarm (minor or major). Technical Proposal must include the RTSC name and operation's phone number.
- 3.14.12.2 The center must be manned by an experienced Avaya technician/engineer 24 hours a day, 7 days a week.
- 3.14.12.3 The systems must report faults/alarms locally and remotely via either dial-up or dedicated facilities. The dial-up line shall be paid

for by the agency. The State will not accept any long distance charges associated with out-dialing to the RTSC.

3.14.12.4 The awarded vendor's RTSC must have the ability to monitor, detect, diagnose and report potential and actual troubles and component failures in the system. Failures or troubles in systems and components must be identified and resolved without onsite intervention if at all possible. Customer agency designated representative must be notified by telephone of service affecting failures or alarms within one (1) hour of detection.

3.14.12.5 The awarded vendor must provide a warranty/maintenance service reporting toll free telephone number that is manned 24 hours a day, 7 days a week.

3.14.13 Upgrades and Additions

3.14.13.1 Any software product introduced by the manufacturer to correct software bugs in previously installed software shall be provided by the awarded vendor to the State at no additional cost. Software shall be installed where applicable on all systems within 90 days after it is made available from the manufacturer with prior approval of the agency's designated representative.

3.14.13.2 Technological enhancements, hardware and software, may be added to the Maintenance Agreement during the term of the Maintenance Agreement at the time of purchase with prior written approval by the affected agency.

3.14.13.3 All software upgrades will be downward compatible and will be able to merge seamlessly with existing State equipment.

3.14.13.4 Awarded vendor must provide the most current versions of hardware and software at the time of installation. These shall be provided at the original bid price.

3.14.14 Support

3.14.14.1 Awarded vendor must provide support for purchased equipment hardware and software for a minimum of two (2) years.

3.14.15 Software License Agreements

Proposing vendors must provide within their proposal response, any software license agreements pertaining to this RFP's requirements in ***Tab IV – State Documents.***

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 NRS 76. 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	
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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	
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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	
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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	
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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 3067***. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in ***Attachment E***.

Yes		No	
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Any exceptions and/or assumptions to the insurance requirements ***must*** be identified on ***Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP***. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Upon contract award, the successful vendor ***must*** provide the Certificate of Insurance identifying the coverages as specified in ***Attachment E, Insurance Schedule for RFP 3067***.

- 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 Information*** of vendor’s response in accordance with ***Section 9.5, Part III – Confidential Financial Information***.
- 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?

Yes		No	
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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 SKILLS AND EXPERIENCE REQUIRED

The vendor shall provide qualified personnel to perform the work necessary to accomplish the tasks defined in the Scope of Work. The State must approve all awarded vendor resources. The State reserves the right to require the removal of any member of the awarded vendor's staff from the project.

- 4.4.1 The awarded vendor will be required to maintain a presence in Nevada. A presence is defined as a corporate point of contact (individual satisfactory) who coordinates new work and satisfies maintenance agreements requirements located in Nevada. The awarded vendor is expected to propose a single provider solution employing one of the two key personnel requirements specified below:
- 4.4.2 Key Personnel Requirement 1:
- 4.4.2.1 Vendor must provide an engineer/project manager who has up-to-date knowledge of Avaya solutions and recent experience with similar implementations to serve as a strategic advisor and lead the project from start to final documentation. The engineer/project

manager will gather State requirements, capture the current state communications environment, gather stakeholder feedback and produce the detailed solution design. Vendor shall demonstrate the engineer/project manager suitability for the role by providing evidence of certification and recent implementation projects or shall engage an engineer from Avaya.

- 4.4.2.2 A project manager or hardware/software engineer residing in Nevada with an Avaya ACA certification. Valid ACA certification must be included with proposal response in ***Tab VIII – Proposed Staff Resume(s)***.
- 4.4.2.3 One (1) technician residing in Northern Nevada (Reno, Sparks, Carson City area) with five (5) years of Avaya experience. (Experience must be reflected in Resume; previous certifications to be included with proposal response in ***Tab VIII – Proposed Staff Resumes***); and
- 4.4.2.4 One (1) technician residing in Southern Nevada (Las Vegas area) with five (5) years of Avaya experience. (Experience must be reflected in Resume; previous certifications to be included with proposal response in ***Tab VIII – Proposed Staff Resume(s)*** or
- 4.4.3 Key Personnel Requirement 2:
 - 4.4.3.1 Vendor must provide a project manager or hardware/software engineer that resides in Nevada;
 - 4.4.3.2 One (1) ACA certified vendor technician with five (5) years of Avaya experience who must reside in northern Nevada (valid ACA certificate must accompany vendor's proposal). Experience must be reflected in Resume; to be included with proposal response in ***Tab VIII – Proposed Staff Resume(s)***.
 - 4.4.3.3 One (1) ACA certified vendor technician with five (5) years of Avaya experience who must reside in southern Nevada (valid ACA certificate must accompany vendor's proposal). Experience must be reflected in Resume; to be included with proposal response in ***Tab VIII – Proposed Staff Resume(s)***.

4.5 VENDOR STAFF RESUMES

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

- 4.5.1 Vendor must provide within their proposal resumes for the following key personnel:
 - 4.5.1.1 A single point of contact for contract administrative matters; the contact, or designated alternates, must be generally available

Monday through Friday from 8:00 A.M. to 5:00 P.M. Pacific Time. It is required that this contact reside in Nevada. This contact must be authorized to bind the company.

4.5.1.2 A single point of contact for orders and installation of products; the contact must be generally available Monday through Friday from 8:00 A.M. to 5:00 P.M. Pacific Time.

4.5.1.3 A contact for repair and maintenance issues; the contact must be available 24 hours a day, 365 days a year.

4.5.2 Proposing Vendor must include the Avaya Business Partner Platinum Certificate (verification) with vendor's proposal, the ACA Certification for Key Personnel and for the additional personnel the vendor would like to get ACA Certification credit for.

4.5.3 Proposing Vendor must specify the types of Avaya systems the affected support personnel has analyzed, fixed, and performed maintenance on within the submitted resume.

5. COST

Vendors must provide detailed fixed prices for all costs associated with the responsibilities and related services. Clearly specify the nature of all expenses anticipated (refer to *Attachment I, Cost Schedule*).

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.

6.1.3 Payments due for new work will be tied to the individual quote document(s) and may have specific milestones or deliverables associated with it. Invoices are to be submitted upon completion of identified contract milestones and submitted to the using agency that will approve payment upon satisfactory completion by the agency's contract monitor.

6.1.4 Invoices for maintenance agreements will be paid upon receipt of invoice and using agency approval.

6.2 BILLING

- 6.2.1 The State does not issue payment prior to receipt of goods or services.
- 6.2.2 The vendor must bill the State as outlined in the approved contract and/or payment schedule.
- 6.2.3 The State of Nevada requires accurate invoicing for services be sent directly to the requesting agency. Invoicing must refer to the purchase order and name of person requesting products and reference address(es) of installed products. All material must be described in common understandable terms.
- 6.2.4 The State requires accurate invoicing for maintenance charges be sent directly to the responsible agency for the items under contract. Each location and piece of equipment must be properly identified on the invoice with a subtotal of charges for the billing period.
- 6.2.5 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.

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. The State also reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

Task	Date/Time
Deadline for submitting questions	09/18/2013@ 2:00 PM
Answers posted to website	On or about 09/25/2013
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM 10/15/2013
Deadline for submission and opening of proposals	No later than 2:00 PM on 10/22/2013
Evaluation period (approximate time frame)	10/23/2013 – 11/06/2013
Vendor Presentations (approximate time frame)	11/21/2013 – 11/22/2013
Selection of vendor	On or about 11/22/2013
Anticipated BOE approval	01/14/2014
Contract start date (contingent upon BOE approval)	02/01/2014

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 Information*. Specific references made to the tab, page, section and/or paragraph where the confidential information can be located must be identified on *Attachment A, Confidentiality and Certification of Indemnification* and comply with the requirements stated in *Section 9.6, 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.
- 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 or binder clips as opposed to 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 The technical proposal must include:

- 9.2.1.1 One (1) original marked "MASTER"; and
- 9.2.1.2 Six (6) identical copies.

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

9.2.3 Format and Content

9.2.3.1 Tab I – Title Page

The title page must include the following:

Part I A – Technical Proposal	
RFP Title:	Avaya Communication Systems, Products and Services
RFP:	3067
Vendor Name:	

Part I A – Technical Proposal	
Address:	
Proposal Opening Date:	October 22, 2013
Proposal Opening Time:	2:00 PM

9.2.3.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

9.2.3.3 Tab III – Vendor Information Sheet

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

9.2.3.4 Tab IV – State Documents

The State documents tab must include the following:

- A. The signature page from all amendments with an original signature by an individual authorized to bind the organization.
- B. Attachment A – Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.
- C. Attachment C – Vendor Certifications with an original signature by an individual authorized to bind the organization.
- D. 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.

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

- A. **Attachment B** with an original signature by an individual authorized to bind the organization must be included in this tab.
- B. If the exception and/or assumption require a change in the terms or wording of any section of the RFP, the contract, or any incorporated documents, vendors **must** provide the specific language that is being proposed on **Attachment B**.

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

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

9.2.3.6 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.

9.2.3.7 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.

9.2.3.8 Tab VIII – Attachment G – Proposed Staff Resume

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

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

9.2.3.9 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 PROPOSAL

9.3.1 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***).

9.3.2 The confidential technical proposal must include:

9.3.2.1 One (1) original marked “MASTER”; and

9.3.2.2 Six (6) identical copies.

9.3.3 Format and Content

9.3.3.1 Tab I – Title Page

The title page must include the following:

Part I B – Confidential Technical Proposal	
RFP Title:	Avaya Communication Systems, Products and Services
RFP:	3067
Vendor Name:	
Address:	
Proposal Opening Date:	October 22, 2013
Proposal Opening Time:	2:00 PM

9.3.3.2 Tabs – Confidential Technical

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

9.4 PART II – COST PROPOSAL

9.4.1 The cost proposal must include:

- 9.4.1.1 One (1) original marked “MASTER”; and
- 9.4.1.2 Six (6) identical copies.

9.4.2 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”.

9.4.3 Format and Content

9.4.3.1 Tab I – Title Page

The title page must include the following:

Part II – Cost Proposal	
RFP Title:	Avaya Communication Systems, Products and Services
RFP:	3067
Vendor Name:	
Address:	
Proposal Opening Date:	October 22, 2013
Proposal Opening Time:	2:00 PM

9.4.3.2 Tab II – Cost Proposal

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

9.4.3.3 Tab III – Attachment J, Cost Proposal Certification of Compliance with Terms and Conditions of RFP

- A. **Attachment J** 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, vendors **must** provide the specific language that is being proposed in **Attachment J**.
- C. Only cost exceptions and/or assumptions should be identified on **Attachment J**.
- D. **Do not restate** the technical exceptions and/or assumptions on this form.
- E. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

9.5 PART III – CONFIDENTIAL FINANCIAL INFORMATION

9.5.1 The confidential financial information part must include:

- 9.5.1.1 One (1) original marked “MASTER”; and
- 9.5.1.2 One (1) identical copy.

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 Information	
RFP Title:	Avaya Communication Systems, Products and Services
RFP:	3067
Vendor Name:	
Address:	
Proposal Opening Date:	October 22, 2013
Proposal Opening Time:	2:00 PM

9.5.2.2 Tab II – Financial Information and Documentation

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

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:	3067
Vendor Name:	
Contents:	Part IA – Technical Proposal Part IB – Confidential Technical Proposal 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. All electronic files ***must*** be saved in “PDF” format, with one file named Part IA – Technical Proposal and one (1) file named part II – Cost Proposal.

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

Public Records CD	
RFP No:	3067
Vendor Name:	
Contents:	Part IA – Technical Proposal for Public Records Request Part II – Cost Proposal for Public Records Request

- 9.6.5 The Public Records submitted on the CD will be posted to the Purchasing Website upon the Notice of Award.
- 9.6.6 It is the vendor's responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation.
- 9.6.7 Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by release of said information.

9.7 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 State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3067
PROPOSAL OPENING DATE:	October 22, 2013
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Avaya Communication Systems, Products and Services
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 Email, facsimile, 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 email, facsimile, 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:
- 9.7.7

Marti Marsh State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3067
PROPOSAL COMPONENT:	PART I A – TECHNICAL PROPOSAL
PROPOSAL OPENING DATE:	October 22, 2013
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Avaya Communication Systems, Products and Services
VENDOR'S NAME:	

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

Marti Marsh State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3067
PROPOSAL COMPONENT:	PART I B – CONFIDENTIAL TECHNICAL PROPOSAL
PROPOSAL OPENING DATE:	October 22, 2013
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Avaya Communication Systems, Products and Services
VENDOR'S NAME:	

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

Marti Marsh State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3067
PROPOSAL COMPONENT:	PART II – COST PROPOSAL
PROPOSAL OPENING DATE:	October 22, 2013

PROPOSAL OPENING TIME:	2:00 PM
FOR:	Avaya Communication Systems, Products and Services
VENDOR'S NAME:	

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

Marti Marsh State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3067
PROPOSAL COMPONENT:	PART III - CONFIDENTIAL FINANCIAL INFORMATION
PROPOSAL OPENING DATE:	October 22, 2013
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Avaya Communication Systems, Products and Services
VENDOR'S NAME:	

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

Marti Marsh State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3067
PROPOSAL COMPONENT:	CDs
PROPOSAL OPENING DATE:	October 22, 2013
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Avaya Communication Systems, Products and Services
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:

- 10.1.1 Demonstrated competence
- 10.1.2 Experience in performance of comparable engagements

10.1.3 Conformance with the terms of this RFP

10.1.4 Expertise and availability of key personnel

10.1.5 Cost

10.1.6 Presentations

10.1.6.1 Following the evaluation and scoring process specified above, the State may require vendors to make a presentation of their proposal to the evaluation committee or other State staff, as applicable.

10.1.6.2 The State, at its option, may limit participation in vendor presentations up to the four (4) highest ranking vendors.

10.1.6.3 The State reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

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 333.700).

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 A description of 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 Background Checks

- 11.2.1.1 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.
- 11.2.1.2 Any employee of the selected vendor, who will require any type of system access, must have a State Background Check (as identified in Section 11.2.1.4 "A" below) before system access will be granted. The vendor or its employees may be denied access to the premises if they have not been security cleared.
- 11.2.1.3 All costs associated with this will be at the contractor's expense.
- 11.2.1.4 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 system access;
 - B. A Civil Applicant Waiver Form, signed by the contractor(s); and
 - C. A Prior Arrests and Criminal Conviction Disclosure Form, signed by the contractor(s).
- 11.2.1.5 If out-of-state, contractor must provide two (2) completed fingerprint cards from a local sheriff's office (or other law enforcement agency).

- 11.2.1.6 In lieu of the out-of-state fingerprint cards, contractors can perform LiveScan fingerprinting at the Nevada Department of Public Safety.
- 11.2.1.7 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.
- 11.2.1.8 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).
- 11.2.1.9 Contractor(s) may not begin work until such time as they have been cleared by the EITS's Office of Information Security.
- 11.2.1.10 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.

11.2.2 Replacement of Key Personnel

Replacement of Key personnel may be accomplished in the following manner:

- 11.2.2.1 A representative of the awarded vendor authorized to bind the company will notify the State in writing of the change in key personnel.
 - 11.2.2.2 The State may accept the change of the key personnel by notifying the awarded vendor in writing.
 - 11.2.2.3 The signed acceptance will be considered to be an update to the key personnel and will not require a contract amendment. A copy of the acceptance must be kept in the official contract file.
- 11.2.3 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.
- 11.2.4 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.
- 11.2.5 The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.
- 11.2.6 **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. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

- 11.2.7 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.
- 11.2.8 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.
- 11.2.9 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.
- 11.2.10 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.

- 11.2.11 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 on the vendor's system unless vendor included a clear description of such proposed alternatives and clearly mark any descriptive material to show the proposed alternative.

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

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

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

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

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

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

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

11.3.6 Completion of Work

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

11.3.7 Change Management

11.3.7.1 Replacement of Key personnel may be accomplished in the following manner:

A. A representative of the awarded vendor authorized to bind the company will notify the State in writing of the change in key personnel.

B. The State may accept the change of the key personnel by notifying the awarded vendor in writing.

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

11.3.7.2 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 the Purchasing Division or designee.

11.3.7.3 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 the Purchasing Division or designee.

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

11.3.7.5 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 the Purchasing Division or designee.

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

11.3.8 Protection of Sensitive Information

Protection of sensitive information will include the following:

11.3.8.1 Sensitive information in existing legacy applications will encrypt data as is practical.

11.3.8.2 Confidential Personal Data will be encrypted whenever possible.

11.3.8.3 Sensitive Data will be encrypted in all newly developed applications.

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.

11.4.2 Computer Warranties

If the goods include computer software and/or hardware, the following warranties shall apply in addition to the express warranties set forth above.

11.4.2.1 Software Warranty

Contractor/licensor warrants that for the period specified in the incorporated attachments:

- A. Under normal use and service, the media on which the licensed software is delivered shall be free from defects in material and workmanship. If the licensed product fails to meet the media warranty, and the State as licensee gives licensor written notice thereof during the applicable warranty period, licensor shall replace such media.
- B. The licensed product will meet licensor's published specifications therefore in effect on the effective date of the Contract. If the licensed product fails to meet the warranty and licensee gives licensor written notice thereof, licensor shall correct the failure, provided that licensee gives licensor detailed information regarding such failure. However, licensor shall not be liable to licensee for the warranty provided herein if (1) unanticipated or unauthorized modifications are made to the licensed product by someone other than licensor, or (2) the media for the licensed product is subject to misuse or abuse.

11.4.2.2 Hardware Warranty

Contractor warrants that, under normal use and service, the computer hardware and spare parts purchased from Contractor shall be free from defects in material and workmanship, and the computer hardware will meet the Contractor's then current published specifications therefore. If hardware warranted hereunder fails to meet the warranties herein and the State gives Contractor written notice thereof during the applicable warranty period, Contractor's

sole obligation shall be to correct the failure by repair, replacement, or adjustment, as determined in Contractor's sole discretion. However, Contractor shall not be liable hereunder if:

- A. Unanticipated or unauthorized modifications are made to the computer hardware by someone other than Contractor;
- B. Attachments, features or devices are employed on the computer hardware that are not supplied by Contractor or not approved in writing by Contractor, including, without limitation, other components of the State's systems; or
- C. The computer hardware is subject to abuse or misuse.

11.4.2.3 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.

11.4.2.4 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.

11.4.2.5 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.

11.4.2.6 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.

11.4.2.7 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.

11.4.2.8 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 or 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.

11.4.2.9 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.

11.4.2.10 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.

11.4.2.11 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 Information 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 and Part B 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 *all* 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.

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

Company Name

Signature

Print Name

Date

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

EXCEPTION SUMMARY FORM

EXCEPTION #	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.

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

Please pay particular attention to the insurance requirements, as specified in ***Paragraph 16 of the embedded contract*** and ***Attachment E, Insurance Schedule for RFP 3067***



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 3067

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

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



Attachment E
(Insurance Requirements)

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 and/or Part B of the Reference Questionnaire.
2.	Proposing vendor MUST send the Reference Questionnaire to EACH business reference listed for completion of Part D, Part E and Part F.
3.	<p>Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:</p> <p style="padding-left: 40px;">State of Nevada, Purchasing Division Subject: RFP 3067 Attention: Keli Hardcastle 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 <i>no later than 4:30 PM PT October 15, 2013.</i>
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 Information* 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



Attachment I Cost
Schedule.docx

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
WITH TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with ***all*** 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.

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

Note: Only cost exceptions and/or assumptions should be identified on this attachment. Do not restate the technical exceptions and/or assumptions on this attachment.

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.