State of Nevada Department of Administration

Purchasing Division

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



Brian Sandoval Governor

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State of Nevada

Purchasing Division

Request for Qualifications: 3128

Foi

ON-SITE INTERPRETER SERVICES FOR DEAF OR HARD-OF-HEARING COMMUNICATION ACCESS

Release Date: September 12, 2014

Deadline for First Found Submissions and Opening Date and Time: October 23, 2014 @ 2:00 PM

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

For additional information, please contact:

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(TTY for Deaf and Hard of Hearing: 1-800-326-6868 Ask the relay agent to dial: 1-775-684-0199/V.)

Refer to Section 9 for instructions on submitting an RFO Response

VENDOR INFORMATION SHEET FOR RFQ 3128

Vendor Must:

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

VI	Company Name					
V2	Street Address					
V3	City, State, ZIP					
V4		Т	Гelephone Nu	mber		
V +	Area Code:	Number:			Exte	ension:
V5		I	Facsimile Nui	mber		
VJ	Area Code:	Number:			Exte	ension:
V6	Toll Free Number					
• •	Area Code:	Number:			Exte	ension:
	-n					
	Contact Person for Questions / Contract Negotiations,					
	including address if different than above					
	Name:					
V7	Title:					
	Address:					
	Email Address:					
		Telephone	Number for (Contact Person		
V8	Area Code:	Number:	Trumber for		Exte	ension:
	Theu coue.	T (GIII) CI.		<u> </u>		
		Facsimile	Number for 0	Contact Person		
V9	Area Code:	Number:			Exte	ension:
				l ·		
	Name of Individual Authorized to Bind the Organization					
V10	Name:	nice of Litary tastes 1	1	Citle:		
	T (dille)					
	Signatura (Ind.	ividual must be lega	illy authoriza	d to hind the very	dor	nor NRS 333 237\
V11	Signature:	vidudi musi ve tega	uy uumonze	u w vina ine vend	ioi	Date:
	Signature.					Date.

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

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

1. PROJECT OVERVIEW

The State of Nevada Purchasing Division is seeking a Statement of Qualifications (SOQ) from qualified vendors to provide translation and interpretive services as an individual or by utilizing sign language interpreter Referral Agencies for in- person sign language services. All interpreters must possess a certification and must be insured with at least the minimum limits of coverage before a contract will be written.

The State intends to award multiple contracts as a result of this RFQ, as determined to be in the best interest of the State. It is the intention of the State to award contract(s) on a statewide basis; however, proposals may be considered regionally (Northern, Southern, Rural North, Rural South). Vendors' SOQs must identify the geographic region(s) for which services are being offered.

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

The State Purchasing Division will administer all contract(s) resulting from this RFQ. Contracts resulting from the first-round submission of this RFQ will be written for a term of four (4) years with concurrent termination dates.

After the first-round submission and contract awards, the State reserves the right to accept SOQs for these services on an ongoing basis. Any future contract awards will be made based upon termination dates concurrent with contracts awarded as a result of the first-round submission, even if the subsequent contracts are for a term of less than four (4) years.

The State does not guarantee any minimum amount of work under this contract(s).

2. ACRONYMS/DEFINITIONS

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

Acronym	Description	
ADSD	Aging and Disability Services Division	
ASL	American Sign Language (ASL) is a language in which the hands, arms, head, facial expression, and body are used to communicate.	
BOE	State of Nevada Board of Examiners	
CDI	The Certified Deaf Interpreter (CDI) is a nationally certified interpreter who is deaf or hard of hearing. In addition to proficient communication skills and general interpreter training, the CDI has specialized training and/or experience in the use of gesture, mime, props, drawings and other tools to enhance communication. The CDI has knowledge and understanding of deafness, the Deaf community, and Deaf culture. The CDI possesses native or near-native fluency in American Sign Language (www.rid.org).	
Certified Interpreter	Either a hearing or a Deaf interpreter who is certified by the Registry of Interpreters for the Deaf (RID) or other certifying body.	
CI	Certificate of Interpretation	
Confidential Information	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS 333.020(5) (b).	
Contract Approval Date	The date the State of Nevada Board of Examiners officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful vendor.	
Contract Award Date	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.	
Contractor	The company or organization that has an approved contract with the State of Nevada for services identified in this RFQ. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance.	
Cross Reference	A reference from one document/section to another document/section containing related material.	

CSC	Comprehensive Skills Certificate
CT	Certificate of Transliteration
Evaluation Committee	An independent committee comprised of a majority of State officers or employees established to evaluate and score RFQ responses pursuant to NRS 333.335.
Exception	A formal objection taken to any statement/requirement identified within the RFQ.
Interpreter Referral Agency	Agencies which can assist users by locating an interpreter and acting as a payer in the billing process.
Interpreting and "Practice of Interpreting"	The process of transmitting spoken language into American Sign Language (ASL) and/or gestures for communication between Deaf and hearing individuals. (www.rid.org)
NRS 656A.060 "Practice of interpreting" defined. "Practice of interpreting the facilitation of communication between persons who are deaf or whos impaired and other persons. The term includes, without limitation: 1. Translating spoken language into American Sign Language or any other visystem of communication or vice versa; 2. Translating spoken language into a tactile method of sign language or vice vas a who is deaf or whose hearing is impaired in lipreading the information converse speaker; 4. Translating spoken language into a visual representation of spoken language (a) Uses eight hand shapes to represent groups of consonants and the placen hand shapes in four positions around the face to indicate groups of vowel sound (b) Is used in conjunction with lipreading; 5. Translating spoken English into a system of sign language that is based on the English language or vice versa; and 6. The use of any of the methods of interpreting or transliterating set forth in sto 5, inclusive, by a person who is deaf or whose hearing is impaired communication between another person who is deaf or whose hearing is impaired communication between two or more persons who are deaf or whose hearing is impaired (Added to NRS by 2001, 1771)	
Key Personnel	Vendor staff responsible for oversight of work during the life of the project and for deliverables.
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 RFQ responses without the information.

MCSC	Master Comprehensive Skills Certificate		
Minimum Qualifications Certification Form/MQCF	Minimum Qualifications Certification Form – form that must be submitted with each Scope of Qualifications to advance the proposal to Stage 2 of the evaluation process.		
Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of an RFQ response as non-responsive.		
NAC	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: www.leg.state.nv.us .		
NAD	National Association of the Deaf		
NIC	National Interpreter Certification		
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 .		
OTC	Oral Transliteration Certificate		
Pacific Time (PT)	Unless otherwise stated, all references to time in this RFQ and any subsequent contract are understood to be Pacific Time.		
Professional Code of Conduct	A code of professional conduct is a necessary component to any profession to maintain standards for the individuals within that profession to adhere. It brings about accountability, responsibility and trust to the individuals that the profession serves (www.rid.org). Interpreters: http://www.rid.org/content/index.cfm/AID/66		
Proprietary Information	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a).		
Public Record	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).		
Redacted	The process of removing confidential or proprietary information from a document prior to release of information to others.		
Registered Interpreter	An interpreter who is appropriately registered with the State per NRS 656A.		

RFQ	Request for Qualification - a written statement which sets forth the requirements and qualifications of a contract to be awarded by competitive selection.		
RFQ Response	Vendor's response to all requirements as stated within the RFQ.		
RID	Registry of Interpreters for the Deaf - a national certifying body for interpreters. www.rid.org.		
Shall	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of an RFQ response as non-responsive.		
Should	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the RFQ response without the information.		
SOQ	Statement of Qualifications.		
State	The State of Nevada and any agency identified herein.		
Subcontractor	Third party, not directly employed by the contractor, who will provide services identified in this RFQ. This does not include third parties who provide support or incidental services to the contractor.		
Trade Secret	Information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.		
User	Department, Division, Agency or County of the State of Nevada.		
Vendor	Organization/individual submitting a response to this RFQ.		
Will	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of an RFQ response as non-responsive.		

2.1 STATE OBSERVED HOLIDAYS

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

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

3. REQUEST FOR QUALIFICATIONS

3.1 RFQ PROCESS

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

3.1.1 First Stage

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

3.1.2 Second Stage

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

3.2 GENERAL MINIMUM QUALIFICATIONS

- 3.2.1 To be considered for a contract, interpreters and/or referring agencies <u>must</u> submit a completed Minimum Qualifications Certification Form (MQCF), included as *Attachment L* to this RFQ.
 - 3.2.1.1 Interpreters must possess certification by the Registry of Interpreters for the Deaf (RID) or equivalent.
 - A. Must meet State qualifications as a skilled, advanced, or master interpreter for community settings, as detailed in accordance with NRS 656A.
 - B. Certification must remain valid for the duration of the contract.

- 3.2.1.2 Contracted interpreters must be covered by insurance in at least the minimum requirements as included in *Attachment L* of this RFP.
- 3.2.1.3 Referring agencies certify they will provide interpreters that meet these minimum qualifications.

3.3 TECHNICAL MINIMUM QUALIFICATIONS

- 3.3.1 It is *mandatory* that each component listed below in the Technical Minimum Qualifications be addressed in vendors' proposals. <u>Failure to acknowledge or address each component may result in disqualification of the RFQ response.</u>
- 3.3.2 Vendors proposing to receive a contract through this RFQ must provide a detailed description of their Statement of Qualifications (SOQ), which must demonstrate that the interpreter meets the qualifications for on-site interpreters. **NOTE: Proof of insurance will be required prior to the effective date of all contracts.**
 - 3.3.2.1 Minimum qualifications include:
 - A. Graduation from high school or equivalent; and
 - B. Registered with the state as a provider per applicable regulations (i.e., providers need not apply if working no more than 30 non-consecutive days in a year period within the state).
 - 3.3.2.2 Individual interpreters must submit a copy of interpreter's current certification(s) with the Statement of Qualifications, in the State Documents section behind Tab IV.
 - 3.3.2.3 Interpreter Referral Agency Services provide certified individuals (interpreters) to facilitate communication between persons utilizing sign language and persons who do not use sign language by way of the interpretive process.

For example, if a State entity requires the use of interpreters for a given situation, the entity would contact the Interpreter Referral Agency, who would then set up the needed interpretive services utilizing subcontracted or regular staff. <u>Interpreter Referral Agencies must acknowledge in their submitted SOQs that they will also provide assistance with the following to using agencies:</u>

- A. Locating appropriate and available service providers for interpretive services; and
- B. Disseminating information pertinent to the assignment of the interpreter or interpreting team.
- C. Description of methods used to screen providers for employment as interpreters.

- D. Established requirements for reporting problems or emergencies regarding assignments.
- E. The system utilized by the contractor for back-up service providers when regularly scheduled providers are sick or unable to perform their assigned duties.
- F. Any disciplinary procedures established by the contractor for dealing with problem providers.
- 3.3.2.4 All awarded interpreters and Referral Agencies will be required to provide appropriate billing and invoicing to the using agency, including, but not limited to, the following:
 - A. Submission of invoices for services provided no later than the 10th day of the succeeding month; and
 - B. Acknowledgement that invoices submitted to the using agency more than 45 days after services are provided will not be reimbursed unless good cause is shown why the invoice was not submitted in a timely manner.

3.3.3 Other desirable services

- 3.3.3.1 Proposing vendors entities should describe any other services available, including audio-visual services such as video subtitling, voice dubbing, instructional filmmaking, and face-to-face translation/interpretation.
- 3.3.3.2 Proposing entities should describe the availability of specialty interpreting to include tactile interpreting, oral interpreting, cued speech, etc.
- Proposers should describe in detail the process to be used by customers when requesting quotes for services.
- 3.3.3.4 Samples of completed work may be submitted on CD if desirable.
- 3.3.3.5 An explanation of translator certification, as well as any other applicable information is desired.

3.3.4 Reporting requirements

At the conclusion of each calendar quarter, awarded interpreters and Referral Agencies shall remit a summary report directly to the State of Nevada Purchasing Division in the format provided (see *Attachment M, Quarterly Report for On-Site Interpreting*). This report is due no later than 30 days following the end of the calendar quarter.

Reporting Dates:

1st Quarter	January ~ March	Due by April 30th
2nd Quarter	April ~ June	Due by July 31st
3rd Quarter	July ~ September	Due by October 31st
4th Quarter	October ~ December	Due by January 31st

4. COMPANY BACKGROUND AND REFERENCES

4.1 VENDOR INFORMATION

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

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

- 4.1.2 <u>Please be advised</u>, 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 All selected vendors, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS76. Information regarding the Nevada Business License can be located at http://sos.state.nv.us.

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

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

Yes		No	
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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 RFQ, and specify the services that each person will be expected to perform.

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

its obligations if a contract is awarded as a result of this RFQ must also be disclosed. Does any of the above apply to your company?

Yes	No	
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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 Number
court case:		
Status of the litigation:		

4.1.8 Vendors must review the insurance requirements specified in *Attachment E*, *Insurance Schedule for RFQ 3128*. 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 Certification of Compliance with Terms and Conditions of RFQ*. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of their RFQ response submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Upon contract award, the successful vendor *must* provide the Certificate of Insurance identifying the coverages as specified in *Attachment E, Insurance Schedule for RFQ 3128*.

- 4.1.9 Company background/history and why vendor is qualified to provide the services described in this RFQ. Limit response to no more than five (5) pages.
- 4.1.10 Length of time vendor has been providing services described in this RFQ to the public and/or private sector. Please provide a brief description.

4.1.11 For Referral Agencies, 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*.

For individual interpreters, financial information will be a part of contract negotiations.

- 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 RFQ response 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 at of this RFQ for which each proposed subcontractor will perform services at the time the service is confirmed with the using agency.
- 4.2.1.2 If any tasks are to be completed by subcontractor(s), Referral Agencies 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
- 4.2.1.3 Referral Agencies must describe the methodology, processes, and tools utilized for:
 - A. Selecting and qualifying appropriate subcontractors for the project/contract;
 - B. Ensuring subcontractor compliance with the overall performance objectives for the project; and
 - C. Ensuring that subcontractor deliverables meet the quality objectives of the project/contract; and

- D. Providing proof of payment to any subcontractor(s) used for this project/contract, if requested by the State. Proposal should include a plan by which, at the State's request, the State will be notified of such payments.
- 4.2.1.4 Referral Agencies must notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFQ in *Section 4.2, Subcontractor Information*. The vendor must receive agency approval prior to subcontractor commencing work.

4.3 BUSINESS REFERENCES

- 4.3.1 Vendors should provide a minimum of three (3) business references from similar projects performed for private, state, and/or large local government clients within the last three (3) years.
- 4.3.2 Vendors must provide the following information for <u>every</u> business reference provided by the vendor and/or subcontractor:

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

Reference #:		
Company Name	:	
Identify role company will have for this RFQ project (Check appropriate role below):		
	VENDOR	SUBCONTRACTOR
Project Name:		
	Primary C	ontact 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 <u>must also submit</u> 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 <u>must</u> submit the Reference Questionnaire directly to the Purchasing Division.
- 4.3.5 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in *Section 8*, *RFQ Timeline* for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.
- 4.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

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 for each year of the contract (refer to *Attachment I, Pricing 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 RFQ electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

6.2 BILLING

- 6.2.1 The State does not issue payment prior to receipt of goods or services.
- 6.2.2 The vendor must bill the State as outlined in the approved contract and/or payment schedule.
- 6.2.3 Vendors may propose an alternative payment option. Alternative payment options must be listed on *Attachment J, Cost Proposal Certification of Compliance with Terms and Conditions of the RFQ*. Alternative payment options will be considered if deemed in the best interest of the State, project or service solicited herein.

7. WRITTEN QUESTIONS AND ANSWERS

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

7.1 QUESTIONS AND ANSWERS

- 7.1.1 The RFQ Question Submittal Form is located on the Services RFP/RFQ Opportunities webpage at http://purchasing.state.nv.us/services/sdocs.htm. Select this RFQ number and the "Question" link.
- 7.1.2 The deadline for submitting questions is as specified in *Section 8, RFQ Timeline*.
- 7.1.3 All questions and/or comments will be addressed in writing. An email notification that the amendment has been posted to the Purchasing website will be issued on or about the date specified in *Section 8, RFO Timeline*.

8. RFQ TIMELINE

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

Task	Date/Time
Deadline for submitting questions	09/29/2014 @ 2:00 PM
Answers posted to website	On or about 10/06/2014
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 10/22/2014
Deadline for submission and opening of SOQs	No later than 2:00 PM on 10/23/2014
Evaluation period (approximate time frame)	10/24/2014 - 11/05/2014
Selection of vendor(s)	On or about 11/06/2014
Anticipated BOE approval	12/09/2014
First-Round Contract start date (contingent upon BOE approval)	01/02/2015

9. RFQ RESPONSE SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

9.1 GENERAL SUBMISSION REQUIREMENTS

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

If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with Section 9.3, Part I B – Confidential Technical 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 RFQ Response.

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

- 9.1.1 All information is to be completed as requested.
- 9.1.2 Each section within the RFQ response must be separated by clearly marked tabs with the appropriate section number and title as specified in the following sections.
- 9.1.3 Although it is a public opening, only the names of the vendors submitting RFQ responses will be announced per NRS 333.335(6). Technical and cost details about responses submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFQ opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two (2) days in advance of the opening.
- 9.1.4 If discrepancies are found between two (2) or more copies of the RFQ response, the master copy will provide the basis for resolving such discrepancies. If one (1) copy of the RFQ response is not clearly marked "MASTER," the State may reject the response. However, the State may at its sole option, select one (1) copy to be used as the master.

- 9.1.5 For ease of evaluation, the RFQ response must be presented in a format that corresponds to and references sections outlined within this RFQ and must be presented in the same order. Written responses must be placed immediately following the applicable RFQ question, statement and/or section and must be presented in a style/format that is easily distinguishable from RFQ language. Exceptions/assumptions to this may be considered during the evaluation process.
- 9.1.6 RFQ responses are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.

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

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

- 9.1.6.1 Be submitted on recycled paper;
- 9.1.6.2 Not include pages of unnecessary advertising;
- 9.1.6.3 Be printed on both sides of each sheet of paper; and
- 9.1.6.4 Be contained in re-usable binders rather than with spiral or glued bindings.
- 9.1.7 For purposes of addressing questions concerning this RFQ, the sole contact will be the Purchasing Division as specified on Page 1 of this RFQ. Upon issuance of this RFQ, other employees and representatives of the agencies identified in the RFQ will not answer questions or otherwise discuss the contents of this RFQ with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent RFQ response per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 9.1.8 Any vendor who believes the requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be received no later than the deadline for submission of questions.

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

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

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

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

- 9.2.1 The technical SOQ must include:
 - 9.2.1.1 One (1) original marked "MASTER;" and
 - 9.2.1.2 Five (5) identical copies.
- 9.2.2 The technical SOQ *must not include* confidential technical information (refer to *Section 9.3, Part I B, Confidential Technical SOQ*) or cost and/or pricing information. Cost and/or pricing information contained in the technical SOQ may cause the RFQ response to be rejected.
- 9.2.3 Format and Content
 - 9.2.3.1 Tab I Title Page

The title page must include the following:

Part I A – Technical SOQ		
RFQ Title:	On-Site Interpreter Services for Deaf or Hard-	
	of-Hearing Communication Access	
RFQ:	3128	
Vendor Name:		
Address:		
Opening Date:	October 23, 2014	
Opening Time:	2:00 PM	

9.2.3.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

9.2.3.3 Tab III – Vendor Information Sheet

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

9.2.3.4 Tab IV – State Documents

The State documents tab must include the following:

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

- B. Attachment A Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.
- C. Attachment C Vendor Certifications with an original signature by an individual authorized to bind the organization.
- D. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.
- E. Copies of applicable certifications.
- 9.2.3.5 Tab V Attachment B, Technical Certification of Compliance with Terms and Conditions of RFQ
 - A. Attachment B with an original signature by an individual authorized to bind the organization must be included in this tab.
 - B. If the exception and/or assumption require a change in the terms or wording of any section of the RFQ, the contract, or any incorporated documents, vendors *must* provide the specific language that is being proposed on *Attachment B*.
 - C. Only technical exceptions and/or assumptions should be identified on *Attachment B*.
 - D. The State will not accept additional exceptions and/or assumptions if submitted after the RFQ response deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of submission, the State will not consider any additional exceptions and/or assumptions during negotiations.
- 9.2.3.6 Tab VI Section 3.2 General Minimum Qualifications

Vendors must place their completed Minimum Qualifications Certification Form (*Attachment L*) FIRST (behind Tab VI), along with any written response(s) in *bold/italics* immediately following the applicable RFQ question, statement and/or section.

9.2.3.7 Tab VII – Section 3.3 – Technical Minimum Qualifications

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

9.2.3.8 Tab VIII– Section 4 – Company Background (for Referral Agencies only) and References

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

9.2.3.9 Tab IX – Attachment G – Proposed Staff Resume

- A. Referral Agencies must include proposed staff resumes (for actual employees of the agency) per *Section 4.4*, *Vendor Staff Resumes* in this section.
- B. This section should also include any subcontractor proposed staff resumes, if applicable.
- C. Individual interpreters must include their own resume in this section.

9.2.3.10 Tab X – Other Informational Material

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

9.3 PART I B – CONFIDENTIAL TECHNICAL SOQ

- 9.3.1 Vendors only need to submit Part I B if the SOQ includes any confidential technical information or trade secret (see *Attachment A, Confidentiality and Certification of Indemnification*).
- 9.3.2 The confidential technical SOQ must include:
 - 9.3.2.1 One (1) original marked "MASTER;" and
 - 9.3.2.2 Five (5) identical copies.

9.3.3 Format and Content.

9.3.3.1 Tab I – Title Page

The title page must include the following:

Part I B – Confidential Technical SOQ		
RFQ Title:	On-Site Interpreter Services for Deaf or Hard-	
	of-Hearing Communication Access	
RFQ:	3128	
Vendor Name:		
Address:		
Opening Date:	October 23, 2014	
Opening Time:	2:00 PM	

9.3.3.2 Tabs – Confidential Technical

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

9.4 PART II – COST PROPOSAL

- 9.4.1 The cost proposal must include:
 - 9.4.1.1 One (1) original marked "MASTER;" and
 - 9.4.1.2 Five (5) 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		
RFQ Title:	On-Site Interpreter Services for Deaf or Hard-of-	
	Hearing Communication Access	
RFQ:	3128	
Vendor Name:		
Address:		
Opening Date:	October 23, 2014	
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 RFQ.
 - 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 RFQ response 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		
RFQ Title:	On-Site Interpreter Services for Deaf or Hard-	
	of-Hearing Communication Access	
RFQ:	3128	
Vendor Name:		
Address:		
Opening Date:	October 23, 2014	
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, as well as vendor's completed Attachment H, State of Nevada Registration Substitute IRS Form W-9.

9.6 CONFIDENTIALITY OF SOQS

- 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 acknowledge that material not marked as "confidential" will become public record upon contract award.
- 9.6.3 The required CDs must contain the following:
 - 9.6.3.1 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		
RFQ:	3128	
Vendor Name:		
Contents:	Part IA – Technical SOQ	
	Part IB – Confidential Technical SOQ	
	Part II – Cost Proposal	

- 9.6.3.2 One (1) **"Public Records CD"** with the technical and cost proposal contents to be used for public records requests.
 - A. This CD <u>must not</u> contain any confidential or proprietary information.
 - B. The electronic files must follow the format and content section for the redacted versions of the technical and cost proposal.
 - C. All electronic files *must* be saved in "PDF" format.
 - D. The CD must be packaged in a case and clearly labeled as follows:

Public Records CD			
RFQ:	3128		
Vendor Name:			
Contents:	Part IA – Technical SOQ for Public Records		
	Request		
	Part II - Cost Proposal for Public Records		
	Request		

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

9.7 RFQ RESPONSE 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 RFQ response packaging.

Marcy Troescher State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701		
RFQ:	3128	
OPENING DATE:	October 23, 2014	
OPENING TIME:	2:00 PM	
FOR:	On-Site Interpreter Services for Deaf or Hard-of-	
	Hearing Communication Access	
VENDOR'S NAME:		

- 9.7.3 RFQ responses *must be received at the address referenced below no later than the date and time specified in Section 8, RFQ Timeline.* RFQ responses that do not arrive by the scheduled opening date and time *will not be accepted.* Vendors may submit their RFQ response any time prior to the above stated deadline.
- 9.7.4 The State will not be held responsible for RFQ response envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone responses will NOT be considered; however, at the State's discretion, the RFQ response may be submitted all or in part on electronic media, as requested within the RFQ document. RFQ responses may be modified by facsimile, e-mail or written notice provided such notice is received prior to the scheduled opening date and time.
- 9.7.5 The technical SOQ shall be submitted to the State in a sealed package and be clearly marked as follows:

Marcy Troescher State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701		
RFQ:	3128	
RFQ COMPONENT:	Part I A – Technical SOQ	
OPENING DATE:	October 23, 2014	
OPENING TIME:	2:00 PM	
FOR:	On-Site Interpreter Services for Deaf or Hard-of-	
	Hearing Communication Access	
VENDOR'S NAME:		

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

Marcy Troescher State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFQ:	3128
	Part I B – Confidential Technical SOQ
RFQ COMPONENT:	, ,
OPENING DATE:	October 23, 2014
OPENING TIME:	2:00 PM
FOR:	On-Site Interpreter Services for Deaf or Hard-of-
	Hearing Communication Access
VENDOR'S NAME:	

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

Marcy Troescher State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701		
RFQ:	3128	
RFQ COMPONENT:	Part II – Cost Proposal	
OPENING DATE:	October 23, 2014	
OPENING TIME:	2:00 PM	
FOR:	On-Site Interpreter Services for Deaf or Hard-of-	
	Hearing Communication Access	
VENDOR'S NAME:		

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

Marcy Troescher State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300			
	Carson City, NV 89701		
RFQ:	3128		
RFQ COMPONENT:	Part III – Confidential Financial Information		
OPENING DATE:	October 23, 2014		
OPENING TIME:	2:00 PM		
FOR:	On-Site Interpreter Services for Deaf or Hard-of-		
	Hearing Communication Access		
VENDOR'S NAME:			

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

Marcy Troescher State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701		
RFQ:	3128	
RFQ COMPONENT:	CDs	
OPENING DATE:	October 23, 2014	
OPENING TIME:	2:00 PM	
FOR:	On-Site Interpreter Services for Deaf or Hard-of-	
	Hearing Communication Access	
VENDOR'S NAME:		

10. RFQ RESPONSE EVALUATION AND AWARD PROCESS

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

- 10.1 General Minimum Qualifications shall be evaluated on a pass/fail basis. Only vendors who meet the General Minimum Qualifications will have their Technical SOQs considered.
- **10.2** Technical SOQs shall be consistently evaluated and scored in accordance with NRS \$333.335 based upon the following criteria listed below:
 - 10.2.1 Demonstrated competence;
 - 10.2.2 Experience in performance of comparable engagements;
 - 10.2.3 Conformance with the terms of this RFQ;
 - 10.2.4 Expertise and availability of key personnel; and
 - 10.2.5 Reasonableness of Cost.

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

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

- 10.3 The State may also contact the references provided in response to **Section 4.3**, **Business References**; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of an RFQ response; and seek and review any other information deemed pertinent to the evaluation process.
- 10.4 Each vendor must include in its RFQ response a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any RFQ response. The State reserves the right to reject any RFQ response based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious

demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS 333.335.

- 10.5 Clarification discussions may, at the State's sole option, be conducted with vendors who submit RFQ responses determined to be acceptable and competitive per NAC 333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of RFQ responses. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from RFQ responses submitted by competing vendors. Any modifications made to the original RFQ response during the best and final negotiations will be included as part of the contract.
- 10.6 A Notification of Intent to Award shall be issued in accordance with NAC 333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFQ.
- **10.7** Any contract resulting from this RFQ shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

11. TERMS AND CONDITIONS

11.1 PROCUREMENT AND SOQ TERMS AND CONDITIONS

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

- 11.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 11.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFQ, or to withdraw this RFQ, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 11.1.3 The State reserves the right to waive informalities and minor irregularities in RFQ responses received.
- 11.1.4 For ease of responding to the RFQ, vendors are encouraged to download the RFQ from the Purchasing Division's website at http://purchasing.state.nv.us.
- 11.1.5 The failure to separately package and clearly mark *Part I B and Part 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 RFQ responses must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements and lease purchase agreements. The omission of these documents renders an RFQ response non-responsive.
- 11.1.7 The State reserves the right to reject any or all RFQ responses received prior to contract award (NRS 333.350).
- 11.1.8 The State shall not be obligated to accept the lowest priced RFQ response, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS 333.335).
- 11.1.9 Any irregularities or lack of clarity in the RFQ should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 11.1.10 Descriptions on how any and all services and/or equipment will be used to meet the requirements of this RFQ shall be given, in detail, along with any additional informational documents that are appropriately marked.
- 11.1.11 Alterations, modifications or variations to an RFQ response may not be considered unless authorized by the RFQ or by addendum or amendment.
- 11.1.12 RFQ responses which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 11.1.13 RFQ responses from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter 281 and NRS Chapter 284.
- 11.1.14 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS 333.350(3).
- 11.1.15 Prices offered by vendors in their proposals 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 RFQ. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 11.1.16 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the RFQ response or any other such expenses incurred by the vendor in responding to the RFQ, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.

- 11.1.17 RFQ responses submitted per the submission requirements become the property of the State, selection or rejection does not affect this right; RFQ responses will be returned only at the State's option and at the vendor's request and expense. The masters of the technical SOQ, confidential technical SOQ, cost proposal and confidential financial information of each response shall be retained for official files.
- 11.1.18 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 11.1.19 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and Chapter 333 of the Nevada Administrative Code.

11.2 CONTRACT TERMS AND CONDITIONS

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

- 11.2.1 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFQ, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 11.2.2 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFQ. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.
- 11.2.3 The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.
- 11.2.4 Attachment B and Attachment J of this RFQ shall constitute an agreement to all terms and conditions specified in the RFQ, except such terms and conditions that the vendor expressly excludes. Exceptions and assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.
- 11.2.5 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties will consist of the RFQ together with any modifications thereto, and the awarded vendor's response, together with any modifications and clarifications thereto that are submitted at the

request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: The final executed contract, any modifications and clarifications to the awarded vendor's RFQ response, the RFQ, and the awarded vendor's response. Specific exceptions to this general rule may be noted in the final executed contract.

- 11.2.6 Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFQ and any local government may join or use any contract resulting from this RFQ subject to all terms and conditions thereof pursuant to NRS 332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFQ.
- 11.2.7 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
- 11.2.8 Pursuant to NRS 613 in connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

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

11.3 PROJECT TERMS AND CONDITIONS

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

11.3.1 Award of Related Contracts

- 11.3.1.1 The State may undertake or award supplemental contracts for work related to this project or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors and the State in all cases.
- 11.3.1.2 All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

11.3.2 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.

11.3.3 Inspection/Acceptance of Work

- 11.3.3.1 It is expressly understood and agreed all work done by the contractor shall be subject to inspection and acceptance by the State.
- 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.
- 11.3.3.3 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.

11.3.4 Travel

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

- 11.3.4.1 All travel must be approved in writing in advance by the Department.
- 11.3.4.2 Requests for reimbursement of travel expenses must be submitted on the State Claim for Travel Expense Form with original receipts for all expenses.
- 11.3.4.3 The travel expense form, with original signatures, must be submitted with the vendor's invoice.
- 11.3.4.4 Vendor will be reimbursed travel expenses and per diem at the rates allowed for State employees at the time travel occurs.
- 11.3.4.5 The State is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by vendor for a rental vehicle.

11.3.5 Right to Publish

11.3.5.1 All requests for the publication or release of any information pertaining to this RFQ and any subsequent contract must be in writing and sent to Marcy Troescher of the State of Nevada Purchasing Division or designee.

- 11.3.5.2 No announcement concerning the award of a contract as a result of this RFQ can be made without prior written approval of Marcy Troescher of the State of Nevada Purchasing Division or designee.
- 11.3.5.3 As a result of the selection of the contractor to supply the requested services, the State is neither endorsing nor suggesting the contractor is the best or only solution.
- 11.3.5.4 The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with the specific advance written authorization of Marcy Troescher of the State of Nevada Purchasing Division or designee.
- 11.3.5.5 Throughout the term of the contract, the contractor must secure the written approval of the State per *Section 11.3.5.2* prior to the release of any information pertaining to work or activities covered by the contract.

12. SUBMISSION CHECKLIST

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

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

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

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

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

	Part I B – Confident	ial Technical l	Information
YES		NO	
	Justification for	Confidential	Status
A Publi	c Records CD has been include	d for the Tech	nical SOQ and Cost Proposal
YES	NO (See note below)		
Note: By marking Public Records req	•	you are authoriz	ing the State to use the "Master CD' for
	Part III – Confident	ial Financial I	nformation
YES		NO	
	Justification for	Confidential	Status
Company Name			
Signature			
N:N			- D
Print Name	Date		
	This document must be submitte	d in Tab IV of vo	endor's technical proposal

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

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

YES	I agree to comply with the terms and conditions specified in this RFQ.				
NO	I do not agree to comply with the terms and conditions specified in this RFQ.				
or any incorporate tables below. If	ed documents, vend vendors do not spec	lors <i>must</i> provide the cify in detail any exc	the terms in any section of the RFQ, the contract, the specific language that is being proposed in the ceptions and/or assumptions at time of proposal eptions and/or assumptions during negotiations.		
Company Name					
Signature					
Print Name			Date		
Vend	lors MUST use the	following format. A	attach additional sheets if necessary.		
	EX	EXCEPTION SUMM	ARY FORM		
EXCEPTION #	RFQ SECTION NUMBER	RFQ PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)		
	A	SSUMPTION SUMM	IARY FORM		
ASSUMPTION #	RFQ SECTION NUMBER	RFQ PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)		

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

ATTACHMENT C - VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- (6) All conditions and provisions of this RFQ are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.
- (7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFQ. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFQ, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Vendor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Vendor Company Name	
Vendor Signature	
Print Name	Date

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

ATTACHMENT D – CONTRACT FORM

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

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

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



To open the document, double click on the icon.

ATTACHMENT E – INSURANCE SCHEDULE FOR RFQ 3128

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

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



To open the document, double click on the icon.

ATTACHMENT F – REFERENCE QUESTIONNAIRE

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

	INSTRUCTIONS TO PROPOSING VENDOR				
1.	Proposing vendor or vendor's proposed subcontractor MUST complete Part A of the Reference Questionnaire.				
2.	Proposing vendor MUST send the following Reference Questionnaire to EACH business reference listed for completion of Part B, Part C and Part D.				
3.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:				
	State of Nevada, Purchasing Division				
	Subject: RFQ 3128				
	Attention: Enter Tech Name				
	Email: RFPdocs@admin.nv.gov				
	Fax: 775-684-0188				
	Please reference the RFQ number in the subject line of the email or on the fax.				
4.	The completed Reference Questionnaire MUST be received no later than 4:30 PM PT Date				
5.	Business references are NOT to return the Reference Questionnaire to the Proposer (Vendor).				
6.	In addition to the Reference Questionnaire, the State may contact any and all business references				
	by phone for further clarification, if necessary.				
7.	Questions regarding the Reference Questionnaire or process should be directed to the individual				
	identified on the RFQ cover page.				
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor's score				
	in the evaluation process.				



To open the document, double click on the icon.

ATTACHMENT G - PROPOSED STAFF RESUME

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



To open the document, double click on the icon.

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.



To open the document, double click on the icon.

ATTACHMENT I – PRICING SCHEDULE



To open the document, double click on the icon.

ATTACHMENT J – COST PROPOSAL CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFQ

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

YES	I agree to comply with the terms and conditions specified in this RFQ.			
NO	I do not agree to comply with the terms and conditions specified in this RFQ.			
or any incorporate tables below. If submission, the S <i>Note: Only cost of</i>	ed documents, vend vendors do not spec tate will not conside exceptions and/or a	lors <i>must</i> provide the cify in detail any exe er any additional exce	the terms in any section of the RFQ, the contract, the specific language that is being proposed in the ceptions and/or assumptions at time of proposal eptions and/or assumptions during negotiations. The identified on this attachment. Do not restate achment.	
Company Name				
Signature				
Print Name	I MUCT d		Date	
Vena	·	following format. A	ARY FORM	
EXCEPTION #	RFQ SECTION NUMBER	RFQ PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)	
	A	SSUMPTION SUMM	IARY FORM	
ASSUMPTION #	RFQ SECTION NUMBER	RFQ PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)	

This document must be submitted in Tab III of vendor's cost proposal.

This form MUST NOT be included in the technical proposal.

ATTACHMENT K - BUSINESS ASSOCIATE ADDENDUM



To open the document, double click on the icon.

ATTACHMENT L – MINIMUM QUALIFICATIONS CERTIFICATION FORM (MQCF)



To open the document, double click on the icon.

ATTACHMENT M – QUARTERLY REPORT FOR ON-SITE INTERPRETING

RFQ 3128: QUARTERLY REPORT FOR ON-SITE INTERPRETING

Calendar Year (Checkmark appropriate qua	rter)		
OCTOBER - DECEMBER	JANUARY - MARCH	APRIL - JUNE	JULY - SEPTEMBER	
Interpreter or Referral Ager	ncy Name :			
Submitted by: (person)	itted by: (person) Telephone:			
This Quarterly Report must or before January 15 , Apr			vere provided. Send reports on hout the life of contract.	
Send to:				
Services Purchasing Division 515 E. Musser Street, Suite Carson City NV 89701 (775) 684-0170 (775) 684-0188 (fax) E-mail Address: srvpu	300			
Agency Receiving Serv	ices Services Pro	ovided Tota	al Payments Received This Quarter	
	,			
1. Insert data for paym	ents received during the cu	rrent quarter only.		

PLEASE DUPLICATE FORM FOR USE THROUGHOUT THE LIFE OF THE CONTRACT.

Include all eligible contract users serviced under the contract.

Requested information may be submitted in a spreadsheet format.

2.

3.