



Division of Purchasing
Request for Proposal No.1693
For

CAPTEL AND TELECOMMUNICATION RELAY SERVICES

Release Date: August 20, 2008
Deadline for Submission and Opening Date and Time:
January 12, 2009 @ 2:00 p.m.

For additional information, please contact:
Gail Burchett, Purchasing Officer
(775) 684-0172
(TTY for the Hearing Impaired: 1-800-326-6868.
Ask the relay agent to dial 1-775-684-0172/V.)

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

See Page 25, for instructions on submitting proposals.

Contact Information

Company Name _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____

E-Mail Address: _____

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

Contact Person _____

Print Name & Title _____

TABLE OF CONTENTS

1. OVERVIEW OF PROJECT.....	3
2. ACRONYMS/DEFINITIONS	3
3. SCOPE OF WORK.....	10
4. COMPANY BACKGROUND AND REFERENCES.....	22
5. COST.....	25
6. PAYMENT	25
7. SUBMITTAL INSTRUCTIONS.....	25
8. PROPOSAL EVALUATION AND AWARD PROCESS.....	30
9. TERMS, CONDITIONS AND EXCEPTIONS.....	31
10. SUBMISSION CHECKLIST.....	35
Attachment A	36
Attachment B.....	38
Attachment C	40
Attachment D	50
Attachment E.....	53
Attachment F.....	57
Attachment G.....	59
Attachment H.....	63

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

1. OVERVIEW OF PROJECT

The Nevada State Purchasing Division, on behalf of the State Office of Disability Services, is soliciting proposals for statewide, 24 x 7 CapTel Relay Services (CTRS) and Telecommunication Relay Services (TRS) known as Relay Nevada, for the fiscal year beginning July 1, 2009. Any resultant contract based on award of this RFP shall be for an initial term of two (2) years with the option to renew for three (3) one-year terms if mutually agreed upon and in the best interest of the State of Nevada.

CTRS and TRS provide a platform to enable CapTel and non-CapTel users to communicate on the publicly switched telephone network. Through state-of-the art technology and highly-trained and skilled Communications Assistants, the awarded vendor's services will provide hearing disabled individuals access to the telephone system that is functionally equivalent to that used by hearing people communicating by voice.

Through a current statewide surcharge of 3 cents per month, per ratepayer access line, the State intends to award a two (2) year contract to a single vendor, with three (3) one-year extension options. Thus, a maximum of five years may be contracted for the provision of CapTel and Telecommunication Relay Services (TRS), subject to budgetary approval by the Nevada Public Utilities Commission and final contract approval by the State Board of Examiners. *Neither an in-state service center nor a full-time account manager is requested from the awarded vendor.*

Billable session minutes of use for CapTel and TRS combined, have averaged 48,218 per month in recent months. Nevada wishes to continue purchasing CapTel and TRS based upon the session minute.

2. ACRONYMS/DEFINITIONS

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

<i>Abandoned Call</i>	An incoming call reaching the relay center but not answered by a Communications Assistant. An abandoned call also can result from the calling person hanging up before the Communications Assistant answers the call.
<i>ASCII</i>	American Standard Code for Information Interchange is an 8-bit code and can operate at any standard Baudot rate including 300, 1200, 2400 and higher.
<i>ANI</i>	Automatic Number Identification
<i>ASA</i>	Average Speed of Answer. The time from which the inbound call reaches the Relay provider's switch until the time the call is delivered to an operator station. Abandoned calls are included in the calculation of ASA.

ASL	American Sign Language. ASL is a visual language and does not have a written form. In addition, ASL is not to be voiced word for word in its source grammatical form. When the visual language of ASL is required to be written, such as on a TTY, the resulting form of the language is called ASL Gloss. ASL Gloss should never be voiced verbatim. Only a person fluent in both languages (English and ASL) and interpretation has the skill level to voice ASL Gloss into spoken English or to type spoken English back to an ASL user in an English structure matching the register of the ASL Gloss.
ASL Fluency	Identifies the ability to sign expressively and receptively in ASL in a fluent manner and to converse with an ASL user without the use of an interpreter.
ASL Gloss	When the visual language of ASL is required to be written, such as on a TTY, the resulting form of the language is called ASL Gloss.
ASL Translation by Default	All calls to Relay Nevada that are recognized as ASL calls by an operator trained to recognize ASL calls are to be translated/interpreted by a trained translator/interpreter or operator certified by Relay Nevada. Both users are to be informed that the ASL translator/interpreter is being summoned and shall have the right to refuse translation/interpretation any time during the call. Customer notes in their user preference profile also can indicate refusal.
Average Time of Operator Interaction	The time from when the call reaches an operator station until the time the operator is on line and able to interact with, and accept dialing instructions from, the inbound caller in the correct mode.grammatical form. When the visual language of ASL is required to be written, such as on a TTY, the resulting form of the language is called ASL Gloss. ASL Gloss should never be voiced verbatim. Only a person fluent in both languages (English and ASL) and interpretation has the skill level to voice ASL Gloss into spoken English or to type spoken English back to an ASL user in an English structure matching the register of the ASL Gloss.
Awarded Vendor	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
Baud Rate	A measure of transmission speed over an analog phone line.
Baudot Code	The code set used in TTY transmission.
Billable Minutes (Session Minute Basis)	The time that will be billed to the State, constituting the time elapsed between when the incoming call is answered by the Communications Assistant at the CTRS facility and continuing until the call is terminated by the CA at the relay center.
	<i>Note: Session time for each individual call shall be recorded at least to the nearest tenth of a minute. When call times are added up at the end of each month, the total shall be rounded to the nearest minute. For example: 1.3 + 4.7 + 6.4 = 12.4 minutes total (rounded down to 12 for billing purposes). This total shall be</i>

the amount of time to be billed. Non-toll intra-state minutes are billed to the State. Inter-state, international or 800/888/877 calls are billed to the National Exchange Carrier Association (NECA).

The State recognizes that all intra-state (i.e., local, intra-LATA toll, intra-state inter-LATA toll) call minutes are billable to the State. The State also acknowledges that the shares of 800/888/877 not reimbursed by the NECA are billable to the State. The State also acknowledges that Communications Assistant time associated with primary 900 calls are billable to the State.

<i>Blocked Call</i>	Any call that arrived at the provider's switch but was not answered due to the customer receiving a busy signal or any call with a continuous ring and/or in queue (or any other form of holding a call that has reached the provider's network) for more than 90 seconds, while waiting for a Relay operator to be connected to the call and begin to interact with the calling party.
<i>CA</i>	Communications Assistant
<i>CAC</i>	The Communication Access Council is the advisory board that oversees Relay Nevada and other deaf programs in the state of Nevada.
<i>CPU</i>	Central Processing Unit
<i>Call Setup</i>	The time period beginning when the call arrives at the provider's switch until an operator begins to process the call.
<i>Call Wrap Up</i>	The time beginning when one party disconnects until the time both parties are disconnected.
<i>Called Party</i>	The outbound leg of a Relay call. The person being called by the inbound leg or calling party.
<i>Calling Party</i>	The inbound leg of a Relay call. The person placing the outbound call to the called party.
<i>CAPTEL</i>	Refers to CAPTEL which is a text phone used for telephone communication.
<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. See NRS §333.020(5) (b).
<i>CTI</i>	CapTel, Inc.
<i>CTRS</i>	CapTel Relay Service
<i>Conversation Minutes</i>	Time when the operator is on line with both the inbound and outbound callers and is ready to begin processing the call until either the inbound or outbound caller disconnects the call.

Department	The Department of Human Resources
DHR	The Department of Human Resources
Emergency Situation	When an event such as a flood, major snowstorm, etc., or major catastrophe such as an extended power outage has rendered a Relay Center inoperative or inaccessible to employees.
E-Turbo Code	Allows users to automatically send call set up information to the Relay Service.
Evaluation Committee	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS §333.335.
FCC	Federal Communications Commission
Fluent	The ability to write and speak easily, smoothly and expressively.
Functionally Equivalent Products, Features & Services	When the functionality of accessing a Relay product, feature or service does not require any additional steps proceeding, during or after the use of the product or service than would be required on a direct phone call from the same number.
Functionally Equivalent TRS	Performance in a CTRS call that substantially achieves the same result as a voice to-voice telephone call by individuals who do not need CTRS for effective telephone communication. Functionally equivalent communications must ensure efficient telephone calls that include equal: cost to consumers; call blockages no different than that experienced by voice-to-voice, non-CTRS callers; choice of carriers for all types of long distance and toll calls; and real-time communications in transmission and reception of text and speech and technology, as it becomes available.
Functionally Similar	A process similar to, but not exactly the same as, the original process that is being manipulated. In the case of a Functionally Similar product, the similarities and differences are to be described in detail.
HCO	Hearing Carry Over relay service.
Inbound Call	The call placed by the party initiating the call into the Relay Center (Also known as the calling party).
IVR	Interactive Voice Response
ITU	International Telecommunications Union- a worldwide telecommunications standards setting body.
IXC	Inter-exchange carrier
LEC	Local Exchange Carrier

<i>Local Time</i>	Time in the Pacific Time Zone as observed by the State of Nevada.
<i>LOI</i>	Letter of Intent - notification of the State's intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
<i>May</i>	Indicates something that is not mandatory but permissible.
<i>NAC</i>	Nevada Administrative Code
<i>NOA</i>	Notice of Award- formal notification of the State's decision to award a contract, pending Board of Examiners' approval of said contract, any non-confidential information becomes available upon written request.
<i>NPA/NXX</i>	The first six digits of a North American telephone number – the area code and exchange.
<i>NRS</i>	Nevada Revised Statutes
<i>Office</i>	Nevada Office of Disability Services
<i>Operations</i>	The awarded vendor's division or department that has responsibility for the technical operation and the processing of calls at the Relay Center that includes, but is not limited to, operators and supervisors.
<i>Outbound Call</i>	The call placed from the Relay Center to the party being called by the inbound caller. Also known as the called party.
<i>P.01</i>	The standard upon which blockage is measured, amounting to one call in one hundred being blocked.
<i>PDA</i>	Personal Digital Assistant
<i>POC</i>	Point of Contact
<i>PSE</i>	Varieties of signing used by deaf and hard-of-hearing people who combine certain elements of both ASL and English.
<i>Proprietary Information</i>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract.
<i>PSAP</i>	Public Safety Answering Point
<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 (see NRS §333.333 and NRS §600A.030 (5)) must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records.

PUC	Public Utilities Commission
Quality Assurance Plan	A plan for testing the quality of the service of Relay by an outside vendor.
Relay Nevada Call	An inbound call initiated by a Nevada resident, or an outbound call to a Nevada resident, by accessing any of the Nevada toll-free numbers, regardless of the Relay Center that actually processes the call.
Regionally Directed Toll Free Number	An outbound line that receives an inbound ANI and directs the call to a specific location.
RFP	Request for Proposal - a written statement that sets forth the requirements and specifications of a contract to be awarded by competitive selection (NRS §333.020(7)).
RID	Registry of Interpreters for the Deaf.
Roaming	Roaming service allows calls to the Nevada Relay numbers to both originate and terminate outside the state of Nevada.
Session Minute	The period that includes the time the operator is dedicated to the call until the time the operator is disconnected from both parties. This period shall include the set-up and wrap-up time of the call.
Shall/Must/Will	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
SS7	Common Carrier Signaling System 7. SS7 is capable of accommodating both high-speed digital networks and low-speed analog facilities.
Standard Phone	Telephonic device used in standard voice-to-voice calls that does not require additional equipment or accommodations.
State	The State of Nevada and any agency identified herein.
STS	Speech to Speech – provides an operator to voice clearly for customers with speech that is not easily understood over the telephone.
Subcontractor	Third party, not directly employed by the vendor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the vendor.

Supervisor	Person designated by the awarded vendor to supervise operators or other personnel at the Relay Center.
TurboCode Technology	TTY transmissions can speed up to 110 words-per-minute with enhanced features.
Two-Line VCO	The capability to allow a deaf or hard-of-hearing customer to speak directly to the standard phone user via the Relay and to be able to receive responses typed in text by the Relay operator. This capability is particularly effective for deaf and hard-of-hearing customers who are able to voice for themselves. For deaf and hard-of-hearing customers who are able to hear to some degree, this capability allows them to hear directly what is being said by the standard voice user while still receiving those responses in text. Two separate telephone lines are needed to use this feature. One of those two lines must have three-way calling service enabled by the local telephone company. It is this line that enables the deaf/hard-of-hearing customer, standard phone user, and Relay operator to be connected together (conferenced together). On this line, the Relay operator listens to the conversation only and types what the standard phone user voices. The typing that is performed by the Relay operator is done on the other telephone line that is connected to the text device being used by the deaf/HOH customer (e.g., TTY computer). 2-line VCO users must be able to initiate or receive a 2-Line VCO call.
Trade Secret	Means information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
TRS	Telecommunications Relay Service.
TTY	Refers to TTY, TDD or any text device used for telephone communication.
Vendor	Organization/individual submitting a proposal in response to this RFP.
Verbatim Call	The relaying of a call that includes all information typed or spoken to the other party without eliminating, or paraphrasing that information.
Verbatim Non-ASL Call	The relaying of a call that includes all information typed or spoken to the other party without eliminating, re-phrasing or paraphrasing that information.
Verbatim ASL Call	The verbatim interpretation of a call involving two languages, ASL and English, done by a trained, qualified person. As stated above, only a person fluent in both ASL and English and interpretation has the skill level to voice ASL Gloss into

spoken English or to type spoken English back to an ASL user in an English structure matching the register of ASL Gloss.

VCO Voice Carry Over relay service.

WPM Words Per Minute

3. SCOPE OF WORK

3.1 MANDATORY REQUIREMENTS FOR BOTH CAP/TEL AND TELECOMMUNICATIONS RELAY SYSTEMS

3.1.1 The relay system shall handle call procedures and traffic consistent with the essentials outlined in this section during the life of the contract. The Vendor shall include methods of accessing and being accessed with ASCII, Baudot, TurboCode and E-TurboCode formats at any speed generally in use. From experience, the length of outbound call time ranges between 2 to 5 minutes.

3.1.2 The relay system shall comply with the FCC's existing standards and regulations, including 47 C.F.R. 64.601 *et. seq.* Although every effort has been made to incorporate all existing FCC mandates, the Vendor is responsible for abiding by any new FCC mandates that have been adopted.

Should new or increased standards be mandated during the contract term, the awarded vendor will notify the State at least 90 days in advance of implementation. Formal PUC approval of proposed cost increases may be necessary. For the balance of the contract term (option years included), the awarded vendor will bill the State only for the awarded vendor's incremental costs to implement the new standards. The awarded vendor will demonstrate how the costs charged to Nevada compare to those charged to other states under contract with the awarded vendor, and will disclose any increased costs being passed on to the awarded vendor by their subcontractors.

3.1.3 The awarded vendor shall meet, by required timelines, any applicable Nevada Public Utilities Commission (PUC) approval requirements and possible PUC tariff regulations. The PUC address is: Capital Plaza, 1150 E. William Street, Carson City, NV 89701-3109.

3.1.4 Toll-free access to Relay Center(s). The awarded vendor shall provide statewide service 24 hours a day, every day of the year, in accordance with system requirements and performance standards identified in the RFP and contract, through a toll free access number for TRS, CapTel users and for voice users.

3.1.4.1 The numbers used to service this RFP shall remain with the State. Current access numbers are:

800-326-6868/TTY/ASCII/HCO and 800-326-6888/voice.
711 access number points to the Relay Nevada voice number - (800-326 6888).

Spanish Relay: 800-877-1219, Speech to Speech: 888-326-5658;
900 Service: 900-230-2300.

3.1.4.2 The awarded vendor also shall provide a 24-hour, toll-free Customer Service number for English and also preferably for Spanish users.

3.1.4.3 A separate toll free 800/888/877 number is highly desired for speech-to-speech and Spanish relay services.

3.1.5 Reliability standards of system design:

- a. Uninterruptible Power. Uninterruptible power for a minimum of 8 hours is required to support the switching system and peripherals that include CA consoles, terminals, work site and facility lighting, Call Data Record recording, air conditioning, fire suppression systems and heating.
- b. Switching System. It shall include a redundant system to ensure that no calls are dropped due to processor failure; on-line system monitoring; real-time programming capabilities which will not take the system off line; an inventory of spare critical components (to be defined by the awarded vendor) maintained on-site to ensure that the required levels of service are met.
- c. Intercept Messages. Intercept messages as appropriate shall be provided if a system failure occurs within the relay switch, relay center or on outbound circuits. Voice and text messages shall be provided. Intercept messages on inbound circuits may or may not be under the control of the awarded vendor. Minutes of use attributed to accessing these messages shall not be included in billable minutes.
- d. Disaster Recovery Plan. The awarded vendor shall have and discuss a complete plan for dealing with all types of natural and man-made problems. If a major problem occurs, the awarded vendor shall contact the State's Contract Administrator **immediately**. The plan should detail the levels of escalation that will be employed to deal with the problem and to restore service.

3.1.6 Calls originating or terminating in Nevada. TRS calls must originate or terminate in Nevada to prevent relay costs being incurred by Nevada if non-Nevada residents want to access a Nevada relay service not available in their states.

3.1.7 CapTel calls may originate or terminate in any state. Nevada will pay for "roaming" calls. If at any time the state decides it no longer wants roaming service, Vendor shall terminate this service at no cost to the State of Nevada.

3.1.8 Carrier of choice. Relay customers must be able to select their carrier of choice. Please explain any efforts that will be made to encourage inter-exchange carriers to interconnect with Nevada's system.

- 3.1.9 Evaluation reports. The State reserves the right to establish an evaluation of Relay Nevada services or to require reports of service evaluations performed by the awarded vendor. The State also reserves the right to audit the awarded vendor of relay service to Nevada, at State expense, to assess compliance with any and all contract requirements.
- 3.1.10 Service startup. Vendors shall provide a plan to implement service including a timeline with critical dates for major steps in the process from Letter of Intent to the July 1, 2009 startup date and for the first year of service. Milestones must be outlined and detailed.
- 3.1.11 CapTel waivers. Vendors may waive certain requirements for CapTel if the waiver is granted by the FCC. Vendors shall supply the State with information regarding current FCC waivers.

3.2 SYSTEM DESIGN AND MAINTENANCE – CAPTEL/TRS RELAY

- 3.2.1 Handling of Emergency Calls: Explain how, when relay users do not call the 911 system directly, the relay center will assist callers who want emergency assistance. Detail the call routing procedures and interaction between the CA and 911 dispatcher.
- 3.2.2 Local, intra-LATA toll, and intra-state inter-LATA toll calls originating or terminating in Nevada. Explain how these types of calls will be handled and, when necessary, explained by the CA to the caller.
- 3.2.3 Interstate and international calls: Discuss how these calls will be handled through Nevada's relay service.
- 3.2.4 No recorded message at the relay center: Nevada's relay advisory council (Communication Access Council) and the State desire that recorded messages shall not be used at the relay center. Only a continuous ringing or busy signal should be used.
- 3.2.5 Answer time: Relay service shall, except during network failure, answer 85% of all calls within 10 seconds by any method which results in the caller's call immediately being placed, not put in a queue or on hold. Liquidated damages may be assessed for any day that answer time standards are not met. Time shall be sampled at least hourly and shall be measured and reported with daily and monthly averages.

Vendors shall describe how it will assure this level of response. This measurement report will be incorporated in monthly and annual reports to the Contract Administrator.

- 3.2.6 Call blockage: The awarded vendor's service system shall meet or exceed a **P = .01** grade of service each month but must be monitored daily and must be reported to the Contract Administrator in accordance with traffic reporting requirements

identified in section 3.2.8. Vendor shall explain how it defines blockage and how it measures blockage.

3.2.7 Capability of CAs to handle Spanish language calls 24 hours a day, 7 days per week shall be ensured. Spanish relay services shall be available in both Spanish to Spanish and Spanish to English.

3.2.8 Traffic reports: Monthly traffic reports shall be submitted to the Contract Administrator no later than the 21st of the month following that for which service was provided. The minimum reports shall include, but may not be limited to, the following:

- a. Total monthly call minutes;
- b. Total monthly interstate call minutes;
- c. Total monthly international call minutes;
- d. Total interstate directory assistance minutes;
- e. Total toll-free assistance minutes;
- f. Total monthly minutes billed to the State;
- g. Total monthly invoice cost;
- h. Monthly number of inbound calls broken down by:
 - Total in queue
 - Total abandoned
 - Total answered
- i. Monthly average talk time for inbound calls and average talk time by six-hour increments per day;
- j. Monthly average speed of answer of inbound calls by relay center answering Relay Nevada calls and broken down by six-hour increments per day;
- k. Monthly total of outbound calls;
- l. Monthly number of outbound calls, broken down by each of the following:
 - Completed
 - Busy
 - No answer
 - Local calls
 - Intrastate calls intra-LATA
 - Intrastate calls inter-LATA
 - Interstate calls originating inside Nevada
 - Interstate calls originating outside Nevada
 - International calls
 - General assistance calls
 - Directory assistance calls
 - Toll-free 800/888/877 calls
 - Primary 900 access calls
 - Voice calls in English and their percentage of monthly total calls
 - Voice calls in Spanish and their percentage of total monthly calls
 - TTY calls in English and their percentage of monthly total calls
 - TTY calls in Spanish and their percentage of monthly total calls
 - ASCII calls and their percentage of monthly total calls
 - Hearing carryover calls and their percentage of monthly total calls

- Voice carryover calls and their percentage of monthly total calls
 - Speech to speech calls and their percentage of monthly total calls
 - Spanish to Spanish calls and their percentage of monthly total calls
 - Spanish to English and English to Spanish calls and their percentage of monthly total calls
 - Cap/Tel calls and their percentage of monthly total calls
- m. Monthly average time length of outbound calls leaving the relay center is mandatory, reported by the following type of call:
- Voice
 - CAPTEL
 - TTY
 - ASCII
 - Baudot
 - TurboCode
 - E-TurboCode
 - VCO
 - Speech to speech
 - Spanish to Spanish
 - Spanish to English/English to Spanish
 - Other (please identify what else your system is able to track)
- n. Daily NPA-NXX CAPTEL and voice calls by originating prefix is desired;
- o. Monthly average call handling time including:
- Number of seconds for call setup and call wrap-up
 - Talk time in minutes and seconds between end users
- p. Average blockage rate by month, with supplemental reports showing total number of inbound calls per day and number of inbound calls blocked per day (see section 3.2.6);
- q. Monthly average number of outbound calls by weekday and by weekend days;
- r. Complaints received by month, with a supplemental report identifying the types of complaints; and
- s. Other reports as may be required.

3.2.9 Upgrades in technology: The Contract Administrator should be apprised by the awarded vendor of its technological improvements affecting relay that the State may want to incorporate into Relay Nevada.

3.2.10 Vendor will describe their methods for staying abreast of FCC Standards, Requirements and Waivers.

3.2.11 Access to audio-text, interactive voice response units and answering machines. Vendors shall describe if, and how, they can capture any or all of these types of verbal communications to enable their being received and transmitted accurately by the CA.

3.2.12 Voice carryover (VCO) and hearing carryover (HCO). Vendors shall provide a brief description of how they provide these services in all their various forms and in compliance with FCC guidelines. Describe how VCO and HCO are explained to end-users.

- 3.2.13 Spanish Relay. A description shall be provided about how this service is handled and explained to end-users.
- 3.2.14 Gender identification. Nevada desires that Communications Assistants identify their gender at the start of the call. If this protocol is not established, explain the process of how callers may request that a male or female CA process their calls when they reach the relay center. This rule does not apply to Cap/Tel calls.
- 3.2.15 Access to regionally restricted 800/888/877 numbers and pay-for-service numbers. The awarded vendor shall provide access to regionally restricted 800/888/877 numbers, business offices of local telephone companies that have special prefixes, and pay-per-call telephone numbers such as primary 900 numbers. Describe how this will be accomplished.
- 3.2.16 Vendors shall explain their procedures for handling cellular and other similar communications and how they are billed.
- 3.2.17 Vendors shall explain their procedures for coin-sent paid calls from pay telephones and how they are handled through the proposed system.
- 3.2.18 Call fluctuations. Vendors must have the capability to meet potential long-term increases in call volume and short-term “spikes” of increased calls. Describe and detail how such long-term increases will be handled as well as unanticipated surges in traffic.
- 3.2.19 Directory assistance. The awarded vendor shall provide callers with access to local and long distance directory assistance. Local assistance must be billed to end users at the same rate that would be billed by the local company directly servicing the end user. Long distance calls must be billed at the provider’s tariffed rate or at the rate of the carrier used for the long distance directory assistance call. Vendors shall briefly describe how this service will be provided and billed to end-users.
- 3.2.20 Use of ANI. Automatic Numbering Identification technology shall be used so that no caller is required to give his/her originating calling number, except in instances where ANI information is not available from the local exchange company or competitive local carrier.
- 3.2.21 Automatic error correction. The State highly desires that providers have an error-correction function to automatically correct typographical errors made by Communications Assistants. If this system is available, please describe how it functions.
- 3.2.22 Macros. Describe if and how macros are used to facilitate CA typing during the Relay process and how macros are used in measuring CA typing speed.
- 3.2.23 Caller ID. Outline the technology and procedures used to provide Caller Identification services and Caller ID blocking.

3.2.24 Message retrieval. Please describe how answering machine and voice mail message retrieval services will be provided.

3.2.25 Call release. Per the FCC's Declaratory Ruling (August 1, 2003) the call release requirement has been waived. See FCC 03-190 P 51-52 (Call Release)

3.2.26 Speed-dialing. Please describe how speed-dialing services will be provided.

3.3 OPERATIONAL PROTOCOL, SKILLS, TRAINING AND STANDARDS

Communications Assistant (CA) shall adhere to the following minimum standards:

- CA's shall be trained to caption the words spoken by the hearing party as accurately as reasonably possible without intervening in the communications. The CA's are permitted to provide background noise identification;
- CA's shall not maintain any records of conversation content and shall keep the existence and content of all calls confidential;
- CA's shall be required to meet the FCC standards for TRS minimum transcription speed, except in the case of Deaf-Blind and Visually Impaired relay users, they shall be offered the user the option of requesting either increased or decreased rates of text in increments of five (5) words per minute even though the CA will be typing at a normal rate;
- CA's shall not limit the length of a call and shall stay with the call for a minimum of ten minutes when answering and placing a call;
- CA's shall pass along a CapTel caller's ANI to the local PSAP if the caller disconnects before being connected to emergency services; and
- CA's will have the requisite experience, expertise, skills, knowledge and training and education to perform CapTel Services in a professional manner.

3.3.1 Relay Nevada greeting: Unless otherwise directed by the caller, the CA shall always use a pre-determined script (voiced or mechanical, depending on whether the caller voices or uses a TTY or computer) to announce himself/herself as a Relay Nevada agent, provide their identification number, and identify their gender. Please provide a sample script of the announcement for calls to be received at the relay center, announcement to the called party, and sign-off announcement. The State prefers that the greeting used when the called party is a voice user, identify the CA as an "operator" (to avoid confusion with first-time users). This rule does not apply to Cap/Tel.

3.3.2 The Vendor shall describe its Quality Assurance Plan for conducting, quantifying, recording, and scoring their quality assurance test call results. Vendor shall describe the mechanism by which they will ensure the remedies for problems identified during testing will be incorporated into the policies of the Vendor to improve quality of service.

3.3.3 CAs shall possess the following skills prior to handling calls:

- a. An accurate typing speed of 60 WPM. When measuring accuracy, any word misspelled or typed incorrectly shall be excluded from the WPM count.
 - b. Proficiency in grammar.
 - c. Ability to understand people using limited English, to translate limited written English, and to voice English correctly. If the CA cannot translate ASL to English and English to ASL, vendor shall ensure that a person fluent in ASL translation is on duty at the relay center at all times to assist CAs with ASL translation.
 - d. Training to include deaf culture, American Sign Language, sensitivity to the capabilities and needs of people with speech impairments, the CAs role in the relay process, and training in interpersonal skills to handle difficult or stressful conversations.
- 3.3.4 Recruitment: Vendor shall describe how it recruits, screens and tests CA applicants.
- 3.3.5 Identify past, present and proposed future employment of disabled personnel in management and supervisory positions, particularly deaf, deaf/blind, hard of hearing and speech disabled individuals.
- 3.3.6 Confidentiality of calls: Describe how calls will be handled to ensure a high level of confidentiality with respect to information processed by a CA and the protection of electronically collected information. Also discuss any situations when exceptions may exist as to the confidential relationship between end users and the CA.
- 3.3.7 Training: Vendors shall describe and outline their initial CA training program, including length of time in training, subject matter of training and trainers used (particularly if they are deaf or hard of hearing). At a minimum, training shall include ASL Gloss and grammar, deaf culture, needs of deaf and speech-impaired users, TTY etiquette and operations of telecommunications equipment.
- In addition, vendors shall identify how CAs are monitored, evaluated, and provided upgraded training and skills during the continuation of their employment.
- 3.3.8 A CA “Code of Ethics,” which serves to guide CAs in professional performance, shall be included with each vendor’s response. Describe how this code is enforced.
- 3.3.9 CA access to supervisor: Explain how a CA is able to access a supervisor or administrator while still on line during a relay call. Also, how is this done with minimal or no disruption of the conversation between end users?
- 3.3.10 Procedures for relaying communication shall begin and end with the CA identifying his/her ID or station number, should begin with identification of the

CA's gender, and shall include the following (unless the end user requests otherwise):

Note: This section does not apply to Cap/Tel calls.

- a. CAs shall translate limited typed English into correct spoken English so that non-TTY users can understand the call and converse with the other end user.
- b. CAs shall inform the TTY user of the non-TTY user's tone of voice, typing in parentheses items such as laughing, rude voice, yelling, or background noise.
- c. CAs shall keep the end-user informed of the status of the call, such as dialing, ringing, busy signal, disconnected or on hold.
- d. The CA shall honor the TTY user's option of telling the CA what aspects of the call the TTY user will handle, such as requesting that relay service be introduced to the called party or not be introduced to that party.
- e. CAs shall communicate exactly what is said when the call is answered and during the conversation unless either party specifically requests otherwise.
- f. When relay needs to be explained to a voice user, the CA shall type "explaining relay" to TTY user. If relay service is initiated by a voice caller and needs to be explained to a TTY user, the CA similarly shall state that relay is being explained.
- g. The CA shall adopt a conversational tone appropriate to the type of call made by a TTY user (i.e., the tone of the CA must match the tone of the TTY user).
- h. CAs shall inform the TTY user if a different voice user becomes involved in the phone call.
- i. If a different CA becomes involved in handling the call, both end users shall be informed of this fact and the new CA identification number and gender shall be announced. The only times that a change in CAs should occur are as follows:
 - Caller requests a change in gender of the Communications Assistant;
 - End user verbal abuse of CA or obscenity toward the CA;
 - The call requires a specialist CA (Spanish language, speech to speech, VCO to VCO, etc.);
 - Illness;
 - Shift change;
 - Call duration of one hour or more; and/or
 - Potential conflict of interest where the CA identifies an end user as a family member, friend or customer.

If a call must be transferred to another CA, describe the procedure to be employed.

- j. If an end user makes subsequent calls after the original one to the relay center and the called line is busy, the CA shall permit unlimited re-dial attempts to the caller.
- k. All comments directed to the CA by either party shall be relayed.
- l. If a typing error is made and not automatically corrected, CAs shall continue typing in a forward direction by typing “XXX” (signifying error), then type the word or numbers correctly.
- m. CAs shall verify spelling of proper nouns, numbers and addresses that are spoken.
- n. The CA will disconnect the outbound call when the inbound caller disconnects.
- o. If a caller wants to make a complaint, the CA shall give the caller the option of being transferred to a supervisor or of being given the Customer Service number to register the complaint.
- p. CAs shall not counsel, advise or interject personal opinions or additional information into a relay call nor hold personal conversations with anyone using Relay Nevada.
- q. Callers are not required to give their names or the name of the party being called. If names are given, no record should be made of this without the permission and knowledge of the caller. However, if it will help facilitate a call, the CA may request a name and explain how it will help the call.
- r. If a TTY user types an “S” at the beginning of the call, the CA shall recognize this as originating from a speech disabled user.
- s. If a TTY caller reaches an answering machine, the CA shall announce this and give the caller the option of being given the message or of hanging up. However, if there is a charge for the call, the caller shall be charged for only the first call if it takes more than one attempt to retrieve and convey the answering machine message or to leave a message on the answering machine.

3.4 CAPTEL / TELECOMMUNICATIONS SERVICE CENTER SPECIFICATIONS

The awarded vendor will provide Services from the CTI Service Center. The Service Center shall:

- 3.4.1 Provide CapTel/ Telecommunications Service 24 hours a day, 7 days a week, 365 days a year.
- 3.4.2 Supply adequate staffing to provide CapTel/ Telecommunications users, under the agreed upon volumes, with an average speed of answer of 10 seconds or less for 85% of the calls on a daily basis.
- 3.4.3 Comply with P.01 customary TRS industry standards for blockage.

- 3.4.4 Allow users to access their chosen interexchange carrier (IXC).
- 3.4.5 Emergency calls. Immediately transfer the caller to an appropriate Public Safety Answering Point.
- 3.4.6 Allow users to utilize alternate billing arrangements; for example, collect, third number, person to person, calling card, credit card, and 900 number services, as identified by CTI.
- 3.4.7 Have auxiliary power for operation during commercial power failure.
- 3.4.8 Provide Spanish Language CapTel/Telecommunications calls.
- 3.4.9 Network Call Types Supported by CTI:

The CapTel/ Telecommunications service will allow users to place all network call types commonly supported by TRS including: intrastate, interstate, toll-free, 9-1-1, and pay per call services.
- 3.4.10 Calls Not supported by CTI:

Coin-sent calls
All Non-English Language Calls except Spanish Language Calls
Any TRS call which is not a CapTel call including but not limited to VCO, HCO, STS, VRS, 2-line VCO, and TTY calls, or any other non-CapTel call.

3.5 BILLING AND CALL RECORDS

- 3.5.1 Charges to CTRS/TRS users will cost no more than charges for functionally equivalent service paid by callers who use “regular” or “mainstream” phone service-- i.e., those who use voice-only networks.
- 3.5.2 The awarded vendor must provide billing to end users for interstate and intrastate (inter-LATA and intra-LATA) calls. This does not mean that the relay provider needs to be a long distance carrier. Toll calls placed through the relay system shall be billed to the caller at a rate that would apply if the calls had been placed without the use of a CA. Explain the rates that shall be extended to Nevadans making toll calls.
- 3.5.3 The awarded vendor shall allow CAPTEL/TRS users to use calling cards, credit cards, to make person-to-person calls, collect calls, third party billing, and calls to and from hotel rooms. Explain how these types of billings will be made available to the CAPTEL/TRS caller.
- 3.5.4 Vendors shall explain how they will rate and process coin-sent paid long distance calls made from pay telephones.
- 3.5.5 The awarded vendor shall assure that billed minutes to the State will not be rounded up to more than the nearest tenth (1/10) of a minute and shall describe how this will be accomplished.
- 3.5.6 Vendors shall specify how in-state local calls, in-state long distance calls, out-of-state long distance, and international long distance calls will be identified and documented for billing purposes, specifically for bills to be paid by the State and

those to be paid by the National Exchange Carrier Association (or other agency that may be designated by the FCC). Such calls shall include the following minimum information:

- a. Call date;
- b. Originating telephone number;
- c. Terminating telephone number;
- d. Starting time of call;
- e. Ending time of call;
- f. Call duration for billing purpose; and
- g. Phone number, calling card or credit card number to be billed.

- 3.5.7 Vendors shall explain how long-distance charges will appear on the end-user's bill and how the billing records detail will be transmitted to the billing agent (if applicable).

3.6 EDUCATION, RESPONSIVENESS TO CONSUMERS AND OUTREACH

- 3.6.1 Directory assistance. The awarded vendor shall work with the State but will take the lead to ensure that local exchange companies comply with FCC regulations concerning information on CapTel/TRS in LEC phone directories and the provision of directory assistance services.

- 3.6.2 Outreach materials. The awarded vendor shall produce brochures in English and Spanish that explain the various services of CapTel/TRS, generic "business cards" for hearing disabled consumers to give to hearing individuals (explaining CapTel service and the 800/888 /877 relay number for hearing people to call), and other printed materials that may be distributed for special features. Complaint resolution shall be addressed in the general brochures. *Please explain or provide examples of such materials.*

- 3.6.3 Contracted outreach. The awarded vendor shall budget at least \$60,000 annually for public education and outreach. Please advise the State if more can be provided. At the direction of the State, these funds shall be used to produce materials or to contract with providers of outreach services. The focus of all outreach work will be determined by the State, in consultation with the provider and the CAC. The funds expended will be above and beyond all other efforts outlined in other sections of this RFP. The awarded vendor will include in its annual report the specific expenditures made in this area.

The State reserves the right to pre-approve any outreach material produced and to require the awarded vendor, at the awarded vendor's expense, to correct any erroneous or inaccurate material produced without the State's approval.

- 3.6.4 Additional Requests. The awarded vendor shall work with the State on the following:

- a. Attend and report at all meetings of the Communication Access Council (an advisory board that meets three (3) to four (4) times per year).

- b. Hold at least five (5) outreach activities per year, covering Northern, Southern and rural Nevada.
- 3.6.5 Identify other media or educational services provided to promote CapTel/TRS service. This should include services for the deaf, deaf/blind, speech or hearing disabled users. If a vendor responds to this question and it adds cost to the per-minute price, specify the additional per-minute cost for these alternative media or educational services.
- 3.6.6 Billing inserts: The awarded vendor periodically shall provide appropriate language to the ILECs/CLECs providing service in Nevada for informational billing inserts about relay services.
- 3.6.7 Telephone directories. The awarded vendor shall systematically work to ensure that TRS/CapTel numbers are consistently and accurately included in all telephone directories published by local exchange carriers serving Nevada consumers. The TRS/CapTel listings must be in **bold type** in all Nevada phone company directory white pages.
- 3.6.8 Annual report. Twenty copies of a bound annual report shall be submitted to the State's Contract Administrator or at a meeting of the CAC by February 28 each year, detailing provider's program performance for the prior calendar year, to include at least:
 - a. statistical summaries of usage, based on monthly report criteria
 - b. recent trends and analysis
 - c. promotional activities associated with CapTel
 - d. service changes
 - e. future projections
- 3.6.9 Complaint resolution. Vendor shall identify its procedures for receiving and responding to complaints, responding to inquiries about and receiving comments about CapTel/TRS. All procedures must be explained in appropriate outreach activities or informational materials and shall include a separate, toll free number accessible to CapTel or voice consumers daily from 8:00a.m. to 5:00p.m. CST.
- 3.6.10 Website: The awarded vendor shall **provide** a website and website materials for Relay Nevada on the services available, program contacts, and links to TRS/CapTel and other related services. Vendor shall also highlight other TRS/CapTel Websites that might be available to support the service in Nevada.
- 3.6.11 Vendors shall identify staff to perform the work outlined in this section, bearing in mind that a full-time account manager is not requested.

4. COMPANY BACKGROUND AND REFERENCES

4.1 PRIMARY VENDOR INFORMATION

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

- 4.1.1 Company ownership (sole proprietor, partnership, etc).
 - 4.1.1.1 Incorporated companies must identify the state in which the company is incorporated and the date of incorporation. **Please be advised**, pursuant to NRS §80.010, incorporated companies must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS §80.015.
 - 4.1.1.2 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the Department of Taxation, in accordance with NRS §360.780.
- 4.1.2 Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable with the State of Nevada.
- 4.1.3 Location(s) of the company offices and location of the office that will provide the services described in this RFP.
- 4.1.4 Is your firm a resident of Nevada or a resident of another state? If so, please list the state of residence. Does your resident state apply a preference, which is not afforded to bidders or vendors who are residents in the state of Nevada? This information may be utilized in determining whether an inverse preference applies pursuant to NRS §333.336.
- 4.1.5 Number of employees both locally and nationally.
- 4.1.6 Location(s) from which employees will be assigned.
- 4.1.7 Name, address and telephone number of the vendor's point of contact for a contract resulting from this RFP.
- 4.1.8 Company background/history and why vendor is qualified to provide the services described in this RFP.
- 4.1.9 Length of time vendor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- 4.1.10 Has the vendor ever been engaged under contract by any State of Nevada agency?
[] Yes [] No If "Yes," specify when, for what duties, and for which agency.
- 4.1.11 Is the vendor or any of the vendor's employees employed by the State of Nevada, any of its political subdivisions or by any other government?
[] Yes [] No If "Yes," is that employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?
- 4.1.12 Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- 4.1.13 **Financial information and documentation to be included in Part III of your response in accordance with the Submittal Instructions.**
 - 4.1.13.1 Dun and Bradstreet number
 - 4.1.13.2 Federal Tax Identification Number
 - 4.1.13.3 The last two - (2) years and current year interim:
Profit and Loss Statement
Balance Statement

4.2 REFERENCES

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

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

4.3 SUBCONTRACTOR INFORMATION

4.3.1 Does this proposal include the use of subcontractors?

Yes _____ No _____ Unknown _____

If "Yes", vendor must:

- 4.3.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 4.3.1.2 Provide the same information for any proposed subcontractors as requested in the Primary Vendor Information section.
- 4.3.1.3 References as specified above must be provided for any proposed subcontractors.
- 4.3.1.4 The State may require that the awarded vendor provide proof of payment to any subcontractors used for this project. Proposals should include a plan by which, at the State's request, the State will be notified of such payments.
- 4.3.1.5 Primary vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the using agency.
- 4.3.1.6 Primary vendor must notify the using agency of the intended use of any subcontractors not identified within their response and receive agency approval prior to subcontractor commencing work.

5. **COST**

Note: All Cost Proposals shall be submitted to the State as a separate, sealed package and clearly marked: “Cost Proposal in Response to RFP No. 1693 please refer to the Submittal Instructions for further instruction.

5.1 Basic cost for CapTel:

A fixed rate per session minute shall be submitted covering each individual year of the contract for the services identified in Proposal Requirements, sections 3.1 through 3.6. Thus, a vendor could offer the same rate in each of the years, or a rate that changes from year to year. If vendor charges a different fee for two-line CapTel, this should be clearly indicated.

5.2 Basic cost for TRS:

A fixed rate per session minute shall be submitted covering each individual year of the contract for the services identified in Proposal Requirements, sections 3.1 through 3.6. Thus, a vendor could offer the same rate in each of the years, or a rate that changes from year to year.

6. **PAYMENT**

Payment for the contracted service will take place within 30-45 days upon receipt of a monthly invoice and the Office of Disability Services’ approval. However, vendors may propose an alternative payment option.

Alternative payment options must be listed on Attachment A of the RFP. Alternative payment options will be considered if deemed in the best interest of the State. The State does not issue payment prior to receipt of goods or services.

7. **SUBMITTAL INSTRUCTIONS**

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

Questions must reference the identifying RFP number and be addressed to the State of Nevada, Purchasing Division, Attn: Gail Burchett, Purchasing Officer, 515 E. Musser St., Suite 300, Carson City, NV 89701, e-mailed to srvpurch@purchasing.state.nv.us or faxed to (775) 688-0188. The deadline for submitting questions is November 14, 2008 at 5:00 p.m., Pacific Time. All questions and/or comments will be addressed in writing and responses e-mailed or faxed to prospective vendors on or about December 5, 2008. Please provide company name, address, phone number, e-mail address, fax number, and contact person when submitting questions.

7.2 RFP Timeline

<i>TASK</i>	<i>DATE/TIME</i>
Deadline for submitting questions	November 14, 2008

Answers to all questions submitted available on or about	December 5, 2008
Reference Questionnaires due	January 11, 2009
<u>Deadline for submission and opening of proposals</u>	<u>January 12th, 2009 @ 2:00 PM</u>
Evaluation period	January 13th – February 27, 2009
Selection of vendor	March 1, 2009
Anticipated BOE Approval	April 2009
Contract Start Date Upon BOE Approval	July 1, 2009 @ 12:01 a.m.

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

7.3 Proposal submission requirements:

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

Part I: Technical Proposal

One (1) original marked “MASTER”
Ten (10) identical copies
One (1) identical CD marked “Technical”

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

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

Technical Proposal must not include cost or confidential information.

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

“Technical Proposal in Response to RFP No. 1693”

Part II: Cost Proposal:

One (1) original marked “MASTER”
Ten (10) identical copies
One (1) identical CD marked “Cost”

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

“Cost Proposal in Response to RFP No. 1693”

Part III: Confidential Information:

One (1) original marked "MASTER"
One (1) identical copy

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

"Confidential Information in Response to RFP No. 1693"

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

REQUEST FOR PROPOSAL NO.: 1693

PROPOSAL OPENING DATE: January 12, 2009 @ 2:00 p.m.

FOR: CapTel Relay Services

7.3.2 **Proposal must be received at the address referenced below no later than 2:00 p.m. Pacific Time, January 12, 2009.** Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.

7.3.3 **Proposal shall be submitted to:**

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

- 7.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone proposals will **NOT** be considered; however, at the State's discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be modified by facsimile, e-mail or written notice provided such notice is received prior to the opening of the proposals.
- 7.5 Although it is a public opening, only the names of the vendors submitting proposals will be announced NRS §333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two days in advance of the opening.
- 7.6 If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one copy to be used as the master.
- 7.7 For ease of evaluation, the proposal should be presented in a format that corresponds to and references sections outlined within this RFP and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate

which item is being addressed. Exceptions to this will be considered during the evaluation process.

- 7.8 For ease of evaluation, proposals should be presented in the following format. Exceptions to this format will be considered during the evaluation process and may reflect negatively on a vendor's score.

7.8.1 Transmittal Letter. A transmittal letter prepared on the vendor's business stationery should accompany each proposal. An individual authorized to bind the vendor to all statements, including services and prices, contained within the proposal must sign the letter (NRS §333.337). However, no price information shall be discussed in the letter.

7.8.2 Proposals should begin with a table of contents, must be organized consistent with the sections and subsections outlined within this RFP, and should have divider tabs for each item identified below.

- a. Cover page
- b. Introduction
- c. Mandatory Requirements
- d. System Design
- e. Education and Outreach
- f. Operational Standards
- g. Billing and Call Reports
- h. Company Background
- i. System Enhancements
- j. Experience
- k. References
- l. Payment
- m. Attachments

7.8.3 The cost proposal must be **submitted in a separate, sealed envelope** and must address all items outlined within section 5 of this RFP.

7.8.4 The entire response should be submitted in no less than 12-point font. If possible, please submit the entire response (i.e., technical and cost proposals) in 13 or 14-point font.

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

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

- 7.11 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 7.12 The proposal must be signed by the individual(s) legally authorized to bind the vendor, see NRS §333.337.
- 7.13 For ease of responding to the RFP, vendors are encouraged, but not required, to request an electronic copy of the RFP. Electronic copies are available in the following formats: Word 6.0/7.0 via e-mail, diskette, or on the State Purchasing Division's website in PDF or EXE format at <http://purchasing.state.nv.us>. When requesting an RFP via e-mail or diskette, vendors should contact the Purchasing Division for assistance. In the event vendors choose to receive the RFP on diskette, the vendor will be responsible for providing a blank 3.5" formatted diskette; unless vendors provide a Federal Express, Airborne Express, etc. account number and appropriate return materials, the diskette will be returned by first class U.S. mail.
- 7.14 Vendors utilizing an electronic copy of the RFP in order to prepare their proposal should place their written response in ***an easily distinguishable font*** immediately following the applicable question.
- 7.15 ***For purposes of addressing questions concerning this RFP, the sole contact will be the Purchasing Division. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal NAC §333.155(3).*** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 7.16 Vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be **received** no later than the deadline for submission of questions.
- The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.
- Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.
- 7.17 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive. NRS §333.311.
- 7.18 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals, which do not contain the requisite licensure, may be deemed non-responsive.

However, this does not negate any applicable Nevada Revised Statute (NRS) requirements.

8. PROPOSAL EVALUATION AND AWARD PROCESS

8.1 Proposals shall be consistently evaluated and scored in accordance with NRS §333.335(3) based upon the following criteria listed in descending order of precedence.

- System, Operations and Service Quality
- Reasonableness of cost
- Experience in performance of comparable engagements
- References
- Conformance with the terms of this RFP

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

Proposals shall be kept confidential until a contract is awarded.

8.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada NRS § 333.335(5)

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

8.4 Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive NAC §333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.

8.5 A Notification of Intent to Award shall be issued in accordance with NAC §333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential

and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

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

9. TERMS, CONDITIONS AND EXCEPTIONS

- 9.1 Performance of vendors will be rated semi-annually following contract award and then annually for the term of the contract by the using State agency in six categories: customer service availability for Spanish and English users; timeliness; quality; technology; flexibility; and pricing. Vendors will be notified in writing of their rating.
- 9.2 In accordance with Nevada Revised Statute 333.336, if a vendor submitting a proposal in response to this solicitation is a resident of another state, and with respect to contracts awarded by that state, applies to vendors who are residents of that state a preference, which is not afforded to vendors or contractors who are residents of the State of Nevada, the State of Nevada, Purchasing Division shall, insofar as is practicable, increase the out of state vendor's proposal by an amount that is substantially equivalent to the preference that the other state of which the vendor is a resident denies to vendors or contractors who are residents of the State of Nevada.
- 9.3 This procurement is being conducted in accordance with NRS chapter 333 and NAC chapter 333.
- 9.4 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 9.5 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 9.6 The State reserves the right to reject any or all proposals received prior to contract award (NRS §333.350).
- 9.7 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS §333.335).
- 9.8 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 9.9 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the vendor's standard contract language. The omission of these documents renders a proposal non-responsive.

- 9.10 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 9.11 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 9.12 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter §281 and NRS Chapter §284.
- 9.13 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS §333.350(3).
- 9.14 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or prospective vendor. Collaboration among competing vendors about potential proposals submitted pursuant to this RFP is prohibited and may disqualify the vendor.
- 9.15 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 9.16 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 9.17 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 9.18 All proposals submitted become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The master technical proposal, the master cost proposal and Confidential Information of each response shall be retained for official files. Only the master technical and master cost will become public record after the award of a contract. The failure to separately package and clearly mark Part III – which contains Confidential Information, Trade Secrets and/or Proprietary Information shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 9.19 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded vendor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal

submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded vendor's obligations.

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

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

Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the above-stated Insurance Schedule. It will be the awarded vendor's responsibility to recommend to the State alternative methods of insuring the contract. Any alternatives proposed by a vendor should be accompanied by a detailed explanation regarding the vendor's inability to obtain insurance coverage as described above. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

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

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

9.24 Attachment B of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment C contract form and all terms and conditions therein, except such terms and conditions that the vendor expressly excludes. Exceptions will be taken into consideration as part of the evaluation process.

9.25 The State reserves the right to negotiate final contract terms with any vendor selected NAC §333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or

contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded vendor's proposal, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

- 9.26 Vendor understands and acknowledges that the representations above are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentation shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- 9.27 No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the State.
- 9.28 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 9.29 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and chapter 333 of the Nevada Administrative Code.
- 9.30 Local governments (as defined in NRS §332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS §332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
- 9.31 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. §1352.

10. **SUBMISSION CHECKLIST**

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

Part I:

Completed

1. Required number of Technical proposals (per Submittal Instructions) _____
2. **Required Forms to be submitted with technical proposal under section/tab labeled "State Documents";** _____
 - a. Page 1 of the RFP completed and signed _____
 - b. All Amendments completed and signed _____
 - c. Primary Vendor Attachments A & B signed _____
 - d. Subcontractor Attachment A & B signed (if applicable) _____
 - e. Primary Vendor Information provided _____
 - f. Subcontractor Information provided (if applicable) _____
 - g. Certificate of Insurance _____
 - h. Transmittal Letter _____
 - i. Attachment F: _____

Part II:

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

Part III:

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

REMINDERS:

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

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

Attachment A
CONFIDENTIALITY OF PROPOSALS AND
CERTIFICATION OF INDEMNIFICATION
PRIMARY VENDOR

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

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

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

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

YES _____

NO _____

SIGNATURE _____
Primary Vendor

Date

PRINT NAME _____
Primary Vendor

This document must be submitted in the “State Documents” section/tab of vendors’ technical proposal

Attachment A
CONFIDENTIALITY OF PROPOSALS AND
CERTIFICATION OF INDEMNIFICATION
SUBCONTRACTOR

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

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

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

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

YES_____

NO_____

SIGNATURE _____
Subcontractor

Date

PRINT NAME _____
Subcontractor

This document must be submitted in the “State Documents” section/tab of vendors’ technical proposal

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

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

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

YES _____ I agree. NO _____ Exceptions below:

SIGNATURE _____
Primary Vendor

Date

PRINT NAME _____
Primary Vendor

EXCEPTION SUMMARY FORM

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

Attach additional sheets if necessary. Please use this format.

This document must be submitted in the “State Documents” section/tab of vendors’ technical proposal
--

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

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

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

YES _____ I agree. NO _____ Exceptions below:

SIGNATURE _____
Subcontractor

Date

PRINT NAME _____
Subcontractor

EXCEPTION SUMMARY FORM

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

Attach additional sheets if necessary. Please use this format.

This document must be submitted in the “State
Documents” section/tab of vendors’ technical proposal

Attachment C

CONTRACT FORM

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

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

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

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

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

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

and

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

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

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

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

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

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

3. **CONTRACT TERM.** This Contract shall be effective from July 1, 2009 subject to Board of Examiners' approval (anticipated to be April 15, 2009) to June 30, 2011, unless sooner terminated by either party as specified in paragraph (10).

4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 45 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

5. **INCORPORATED DOCUMENTS.** The parties agree that the scope of work shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence; a Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

ATTACHMENT AA:	STATE SOLICITATION (RFP #1693) and ATTACHMENTS #1, ETC.;
	SCOPE OF WORK
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	CONTRACTORS RESPONSE

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

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

8. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. INSPECTION & AUDIT.

- a. Books and Records. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.
- c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

- a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.
- b. State Termination for Nonappropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
 - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
 - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;

iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph (21).

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

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

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

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

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

This space blank intentionally

		<u>Contractor's Initials</u>	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	_____	_____
2.	Will the Contracting Agency be providing training to the independent contractor?	_____	_____
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	_____	_____
4.	Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?	_____	_____
5.	Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?	_____	_____
6.	Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?	_____	_____
7.	Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?	_____	_____

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

The Contractor shall not commence work before:

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

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

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

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

Whichever occurs later.

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

General Requirements:

- a. **Additional Insured:** By endorsement to the general liability insurance policy evidenced by Contractor, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.

- c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- e. Policy Cancellation: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract:
- f. Approved Insurer: Each insurance policy shall be:
 - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - 2) Currently rated by A.M. Best as "A-VII" or better.

Evidence of Insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
 - c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. LOBBYING. The parties agree, whether expressly prohibited by federal, State or local law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
 - b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
 - c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

- a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
- b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multcentury formulas and data values and date data interface values that reflect the century. Pursuant to NRS 41.0321, the State is immune from liability due to any failure of any incorrect date being produced, calculated or generated by a computer or other information system.

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

Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

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

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

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

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

ATTACHMENT BB INSURANCE SCHEDULE

INDEMNIFICATION CLAUSE:

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

INSURANCE REQUIREMENTS:

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

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

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

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

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

2. **Automobile Liability**

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

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

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

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

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

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

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

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

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

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

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

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

All certificates required by this Contract shall be sent directly to the State's designee as listed on page one of this contract. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

Attachment D

REFERENCE QUESTIONNAIRE

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

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



RFP1693 REFERENCE QUESTIONNAIRE FOR:

Part A:

(Name of company requesting reference)

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

Part B:

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of Nevada, Purchasing Division, via e-mail at svrpurch@purchasing.state.nv.us or facsimile at (775) 684-0188, no later than **January 11, 2009 @ 5:00 PM** and **must not** be returned to the company requesting the reference.

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

CONFIDENTIAL INFORMATION WHEN COMPLETED

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

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?
COMMENTS:
2. How would you rate this firm's knowledge and expertise?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:
3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

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

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

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

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

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

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

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

Attachment E

FEDERAL CLAUSES

Clean Air and Clean Water (April, 1996)

(a) Definitions:

(1) Air Act, as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.).

(2) Clean air standards, as used in this clause, means--

(i) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;

(ii) An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7410(d));

(iii) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) or (d)); or

(iv) An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412(d)).

(3) Clean water standards, as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency (EPA) or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

(4) Compliance, as used in this clause, means compliance with--

(i) Clean air or water standards; or

(ii) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency (EPA), or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

(5) Facility, as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.

(6) Water Act, as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.).

(b) The Contractor agrees:

(1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports,

and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the EPA List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

(4) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(4).

EQUAL OPPORTUNITY CLAUSE

(The following clause is applicable unless this contract is exempt under the rules and regulations of the Secretary of Labor issued pursuant to Executive Order No. 11246 of September 24, 1965 (30 FR 12319), as amended.)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or natural origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: 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 apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with the procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Attachment F

CERTIFICATION REGARDING LOBBYING

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

By: _____ Date: _____
(Signature of Official Authorized to Sign Application)

For: _____
Name of Independent Contractor

Title of Project

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

Attachment G

SCORESHEETS

STATE OF NEVADA, PURCHASING DIVISION
RFP 1693
CAPTEL/TELECOMMUNICATIONS
Proposal Opening Date: January 12th, 2009 @ 2:00PM

VENDOR NAME: _____

Evaluator Initials: _____

Item	Evaluation Criteria	Weight	Score (1-10)	Revised Score (1-10)
1.	Demonstrated Competence/System Operations and Service Quality			
2.	Experience in performance of comparable engagements			
3.	References/ Experience of Key personnel			
4.	Conformance with the terms of this RFP			
5.	Reasonableness of cost			
	Total			

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

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

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

2. Experience in performance of comparable engagements. Does the vendor have prior experience that will ensure all the skills necessary to perform tasks well? Did the vendor have success

in other work for a private or governmental entity? Does the vendor's previous work convince you of its successful completion of these duties? Has the vendor provided adequate references? (During the evaluation meeting, State Purchasing shall provide reference responses to questionnaires.)

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

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

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

RFP 1693
CAPTEL/TELECOMMUNICATIONS
Proposal Opening Date: January 12th, 2009

Vendor _____

<u>STRENGTHS</u>	<u>WEAKNESSES</u>

Evaluator's Initials _____

Attachment H

PRICING RESPONSE

RFP 1693

PRICING RESPONSE RFP 1693

Vendor Name: _____

Basic cost. A fixed rate per session minute shall be submitted covering each individual year of the contract for the services identified in Proposal Requirements, sections 3.1 through 3.6. Thus, a vendor could offer the same rate in each of the years, or a rate that changes from year to year. If vendor charges a different fee for two-line CapTel/TRS, this should be clearly indicated.

Rate per session minute:

Year 1: _____

Year 2: _____

Year 3: _____

Year 4: _____

Year 5: _____

List changes in rate (if any) for two-line Cap/Tel: _____

List changes in rate (if any) for TRS: _____

Based billable sessions as stated in Section 1 of this RFP, i.e., 1,420 for Cap/Tel and 99,000 for TRS per month, what is your expected cost per month for these billable sessions?
