



**The State of Nevada Purchasing Division
on behalf of National Association of State Procurement Officials (NASPO)
and the Multi-State Corrections Procurement Alliance (MCPA)**

Request For Proposal No.1901
for

INMATE KIOSKS

Release Date: **March 24, 2011**
Deadline for Submission and Opening Date and Time: **May 4, 2011 @ 2:00 P.M.**

For additional information, please contact:
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This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

See Page 22, 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 _____

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A Request for Proposal process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors may take exception to any section of the RFP, except Section 4 Project Terms and Conditions. Exceptions should be clearly stated in Attachment B (Certification of Indemnification and Compliance with Terms and Conditions of RFP) and will be considered during the evaluation process. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State NRS §333.350(1).

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

1. OVERVIEW

The State of Nevada, Purchasing Division on behalf of the National Association of State Procurement Officials (NASPO) and the Multi-State Corrections Procurement Alliance (MCPA) is seeking qualified manufacturers to provide Inmate Kiosks for NASPO/MCPA and all participating States. Vendors will provide and manage a system that will allow offenders in designated correctional facilities access to automated services with little or no assistance of staff.

The National Association of State Procurement Officials is a national association of Chief Procurement Officers that has established a procurement cooperative for state government departments, institutions and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the NASPO Member States and territories of the United States.

Under terms of the NASPO Cooperative Memorandum of Agreement all fifty states and the District of Columbia may participate in this potential contract at their option and in accordance with their statutory requirements and rules.

Obligations under contracts that result from this cooperative procurement are limited to those states and other eligible purchasing entities that execute a Participating Addendum.

Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds.

Participating States incur no financial obligations on behalf of political subdivisions.

Unless otherwise specified in the solicitation or by Participating States the resulting master price agreement(s) will be permissive.

Traditionally Department of Corrections (DOC) provides services to inmates located within its Institutions/Facilities across the state. Most of these services are requested by the inmates through DOC staff, requiring a significant staff time investment to complete transactions. Permitting inmates to obtain these services electronically in a secure correctional environment with little staff assistance will greatly improve the efficiency of both correctional and free-staff, allowing for a more efficient operation.

The process for this solicitation and eventual contract is as follows:

- The RFP will be drafted and issued by the State of Nevada;

- The RFP process will be governed by the Laws and Codes of the State of Nevada;
- A recommendation of award will be issued by the State of Nevada, based on the Evaluation Committee's results, to the NASPO Directors;
- If approved, the Master Service Agreement will be executed (Attachment C) by the Successful Vendors and the State of Nevada;
- Each state must then execute a Participating Addendum (Attachment H) with any unique Terms and Conditions. It is the awarded vendors' responsibility to negotiate with each participating state. Upon award vendor(s) must work with the state's existing commissary/inmate banking company i.e. Cashless Systems.

This RFP contains a multi-state scope and may result in more than one contract. The resulting contract(s) will be for a contract term of five (5) years, subject to approval of the NASPO Board of Directors anticipated to be June 1, 2011.

2. ACRONYMS/DEFINITIONS

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

<i>Confidential Information</i>	Any information relating to the amount or source of any income, profits, losses or expenditures, 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>Division</i>	Nevada Department of Corrections (NDOC).
<i>Evaluation Committee/ Sourcing Team</i>	An independent committee comprised of a majority of state officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS §333.335.
<i>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>Lead State</i>	The State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307.
<i>May</i>	Indicates something that is not mandatory but permissive.
<i>NAC</i>	Nevada Administrative Code
<i>Nevada</i>	The lead state for the purpose of this RFP
<i>NRS</i>	Nevada Revised Statutes
<i>NOA</i>	Notice of Award - formal notification of the state's decision to award a contract, pending Examiners' approval of said contract, any non-confidential information becomes available upon written request.
<i>NASPO</i>	The National Association of State Procurement Officials (NASPO).

<i>Participating State</i>	State(s) that have indicated intent to participate or who have executed a Participating Addendum.
<i>Proprietary Information</i>	Any trade secret or confidential business information that is contained in a bid or proposal or included in a particular contract.
<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.
<i>RFP</i>	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection NRS §333.020(7).
<i>Shall/Must/Will</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>Should</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<i>State</i>	The State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307.
<i>Subcontractor</i>	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.
<i>Successful Vendor</i>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
<i>Trade Secret</i>	Information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
<i>Vendor</i>	Organization/individual submitting a proposal in response to this RFP.
<i>WSCA</i>	The Western States Contracting Alliance (WSCA) is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the States of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota,

Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. WSCA is a subset of the National Association of State Procurement Officials (NASPO). NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States.

3. SCOPE OF WORK

In accordance with NRS 333.333, “Each request for proposals must include minimum requirements that the successful vendor must meet for the awarding of a contract pursuant to the provisions of this chapter. A contract may not be awarded to a vendor who does not comply with the requirements set forth in the request for proposals.” All successful vendors must meet the requirements of this section.

This procurement contemplates a multi-state scope and may result in more than one contract. In determining an award, factors considered include but are not be limited to, pricing, range of applications offered; the favorability of the terms under which the vendor will do business; other vendor programs, capabilities, and product characteristics judged to provide additional value or administrative cost savings to the Participating States.

While the primary purpose of this solicitation is to select a vendor(s) who can meet the needs of Participating States, vendors may propose on one or more of the system requirements as indicated below. Vendors must clearly describe any geographical limits (e.g. by state name) if proposing a geographical area less than that of all Participating States.

A Participating State may evaluate and select a vendor judged to be in the best interests of the state involved. Administration of any such award(s) will be done by each of the Participating State(s) involved.

Violation of, or conflict with any codes or standard requirements throughout this RFP must be brought to the attention of the Participating States DOC’s institutions/facilities prior to bidding, as each state operates slightly different as a result of the security levels at the locations.

It will be the awarded vendor’s responsibility to provide proof to all Participating States’ all sales/use taxes has been paid.

3.1 KIOSKS

3.1.1 Kiosk Solutions

3.1.1.1 Turnkey Kiosks - all hardware and software necessary to provide any related services the vendor provides.

3.1.1.2 Stand Alone Kiosk - all hardware and software necessary to provide unattended transaction processing of applications.

3.1.1.3 Outside Kiosk - located outside and be able to withstand weather and the elements; rain, snow, wind, sun, etc. Kiosks should withstand temperatures from -20 degrees to 110 degrees with up to 100% humidity.

3.1.1.4 Hardware Only Kiosk - all related hardware as needed to implement kiosk solution. Kiosk should contain a touch screen; however, a durable security centered keyboard will also be considered especially supporting disabled inmates who could not access the kiosks.

Note: If proposing this type of kiosk, vendor to be responsible for the project, with a sub-contractor(s) as needed to complete the installation as quoted.

3.1.2 Kiosk Enclosure

The successful vendor shall provide a kiosk design to be of standalone style for inside/outside locations. The kiosk enclosure/housing needs to be self contained, rugged and secure. No crevices that can enable inmates to damage or spill into the enclosure and damage the kiosk.

This requirement is not mandatory and will be determined by the type of kiosk proposed. If there are no enclosures, vendors are to explain in detail the plan for mounting and security of the hardware.

Kiosk enclosures may, but not limited the following:

- 3.1.2.1 Heavy duty locking mechanisms, hinges, door mechanisms capable of resisting inmate tampering and vandalism.
- 3.1.2.2 Hardware must be contained in the kiosk enclosure.
- 3.1.2.3 The kiosk should have the ability to be anchored to the floor and or the wall. The vendor shall ensure that each kiosk can be easily unsecured from the floor or the wall by authorized personnel.
- 3.1.2.4 The kiosk enclosure must be of a neutral color and easily cleaned.
- 3.1.2.5 The kiosk shall not bear company names or logos.
- 3.1.2.6 Pictures, artist renderings and drawings of the proposed kiosk design shall be included with the proposal.
- 3.1.2.7 Vendor must ensure that battery-backed alarms with detectors on all openings are implemented where entry might be forced. Kiosk alarms must be:
 - Manually set to ring for a period of time with shrill alarm;
 - Capable of activation/deactivation at a remote location designated by the institution; and
 - Proven not to provide false signaling regarding remote alarm.
- 3.1.2.8 Kiosks must have sealed opening(s) for power and phone lines as needed.
- 3.1.2.9 Kiosks have adequate ventilation to include fans if needed for components.

3.2 TECHNICAL ENVIRONMENT

3.2.1 Kiosk Applications

At minimum, the operating system/applications should allow the Participating States DOC the ability to modify. Vendor shall ensure each kiosk is maintained on the most current version of the vendor's systems of operation, with no more than two versions at any one-time across all kiosks.

Vendor shall provide the method of insuring inmate ID security. Methods could include fingerprint scan, or other biometric possibilities, ID card scanning (magnetic or barcode), and or voice options. (Refer to section 3.3 of this RFP)

Vendors to describe in detail the ability to provide at minimum the following functionality within their software application:

3.2.1.1 Email/Secure Messaging – Incoming/outgoing is screened by the system using keyword search before download is allowed. Keyword screening would evaluate risk level of e-mail. Unacceptable or questionable (moderate to high risk) e-mail is held or staged at a central location computer for DOC approval before it is available for offender delivery or download. At minimum; Keyword search may be edited at any time. Offender email must be storable by vendor or transferrable to DOC Storage.

3.2.1.1.1 Email services, including, restrictions of senders/receivers, and keyword search capabilities on both incoming and outgoing messages. Please give your ability to provide the above.

3.2.1.1.2 Capability for the DOC to manage email approvals at either an institution level as well as a state level.

3.2.1.1.3 Systems ability for the email to include photos. System to allow for separate view of photos from messages and the ability to reject/accept any combination of those.

NOTE: Photos will increase stress on the network.

3.2.1.1.4 Estimated impact of email/messaging on the DOC network.

3.2.1.1.5 Provide a plan for data lines should capabilities at the institutions be limited as a result of this implementation.

3.2.1.1.6 Internet access/direct e-mail reply is not allowed within the Nevada Department of Corrections. Vendor to detail how this could be managed with their systems.

3.2.1.1.7 Vendor to propose both viewing and printing options available for the proposed kiosk.

3.2.1.2 Inmate Banking – Many of the DOC's currently have a system to accept electronic funds transfers. If available, vendors shall provide their capability and system to provide Electronic Funds Transfer. The vendor must outline the process for verification via all methods, such as debit card, credit card, or money order.

NOTE: Vendors that accept credit cards must specify that they meet all card requirements for the processing of transactions. Nonpayment of credit card transactions will not be the responsibility of the DOC.

- 3.2.1.2.1 Exchange data with the DOC Inmate Banking System: including but not limited to bank balances and transaction information. Vendor to describe any limitations to the information can be presented to the inmate through the Kiosk.
- 3.2.1.2.2 Kiosks installed in the visitation area shall be limited to deposits only and to include cash, checks, and credit cards.
- 3.2.1.2.3 Enforce ability to maintain minimum and maximum deposit levels. Machine to have the ability to print deposit receipts.
- 3.2.1.2.4 Describe security features that insure accurate deposits, i.e., wrong account numbers.
- 3.2.1.2.5 Security - Provide the method of insuring inmate ID security. Vendors to provide their ability to provide biometrics, magnetic card readers, or other forms of security.
- 3.2.1.3 Inmate Grievances - (Internal complaint routing)
Vendor to provide internal document routing between inmate kiosk and DOC staff. If this currently does not exist, is there potential for future expansion in this area?
- 3.2.1.4 Ability to Translate Information
 - Spanish/English-English/Spanish;
 - Translate Applications/Information from English to other languages.
- 3.2.1.5 Inmates Commissary
 - 3.2.1.5.1 Ordering commissary items directly through the kiosk.
 - 3.2.1.5.2 Provide holiday or package program orders for the inmates.
 - 3.2.1.2.3 Interface purchases with the inmate banking system.
- 3.2.1.6 Video Visitation
 - 3.2.1.6.1 Requirements for data transfer for video visitation.
 - 3.2.1.6.2 Estimated impact of video visitation on the DOC network.
 - 3.2.1.6.3 A plan for data lines should capabilities at the institutions be limited as a result of this implementation.
 - 3.2.1.6.4 Vendor to propose recommended visitation time constraints.
- 3.2.1.7 Inmate Scheduling
Vendor to provide any scheduling capabilities i.e. inmate medical appointment scheduling.
- 3.2.1.8 MP3 – Download / Purchasing of Music
Vendor must be able to customize music catalog for approval by institutions by State.

- 3.2.1.8.1 Ability to download with and without direct access to the internet;
 - 3.2.1.8.2 Secure MP3 music downloads solutions;
 - 3.2.1.8.3 Offer a large variety of titles and genres available for purchase;
 - 3.2.1.8.4 Alternative methods that allow the inmates to search and choose music (to place in a queue) without being connected to the kiosk. This includes the ability to choose order of preference and deleting selections in the queue;
 - 3.2.1.8.5 Download/data retrieval times;
 - 3.2.1.8.6 Security features and if features can be disabled upon release for normal use. This includes any locking features to prevent music sharing, etc. Vendor to describe theft prevention features;
 - 3.2.1.8.7 Capabilities of the actual MP3 player to be used. Are there base/upgraded versions? What is the min/max gigabyte capacity?
 - 3.2.1.8.8 Describe power features and how recharging of the player is achieved;
 - 3.2.1.8.9 Must be able to provide inmate with transaction data/account balance;
 - 3.2.1.8.10 System to be able to catalog inmate songs in a database; the ability for the inmate to manage his total music library;
 - 3.2.1.8.11 Player must be clear to provide viewing of internal components;
 - 3.2.1.8.12 DOC must have the capability to approve all music available to purchase on the catalog; and
 - 3.2.1.8.13 Vendor must have contractual rights to distribute digital media from major music labels or other entertainment fields to provide reasonable volume of acceptable media content.
- 3.2.1.9 Phone Time Usage
Capabilities for the kiosk to provide tracking of phone time usage.
- 3.2.1.10 Application Architecture
- 3.2.1.10.1 Open source application.
 - 3.2.1.10.2 Documented Interface API and tool kit ad.
 - 3.2.1.10.3 Custom changes to the Interface API.
- 3.2.1.11 Interfacing
- 3.2.1.11.1 Vendor to detail their capability to interface vendor's applications to DOC applications.
 - 3.2.1.11.2 Security and capability when interfacing to DOC applications.
- 3.2.1.12 Communications
Kiosks to support communications via:
- Cable
 - Wireless

- DSL
- Other

3.2.1.13 Scalability

Vendor to recommend number of inmate to kiosk ratio and how their system can adjust based on changing inmate populations. Provide all assumptions used to identify required computing power and/or hardware.

3.2.2 Software Requirements

The successful vendor shall provide a kiosk application that will run on an operating system designated by the DOC and is capable of being upgraded.

The successful vendor shall allow for additional applications to be added as determined necessary by the DOC. Upon mutual agreement between the vendor and the DOC, additional applications can be added via change order to the kiosk while this contract or its extensions are in effect, at the department's option.

Vendor must provide any and all upgrades that become available during the term of the contract.

3.2.2.1 Third Party Acquisition of Software: vendor shall notify the Department in writing if its intellectual property, business, or all of its assets are acquired by a third party.

3.2.2.2 Title of Software: Vendors submitting a proposal represents and warrants that it is the sole owner of the software or, if not, the owner, has received all legally required authorizations from the owner. Vendor to provide the following documentation:

- Term of software license.
- Rights to Computer Software.

3.2.2.3 Touch screen monitor shall reduce the ability to read the screen when viewed from the side to prevent others from viewing displayed information. Touch screen shall not require scrolling.

3.2.3 System Architecture

3.2.3.1 The capability for the development of future applications and implementing these applications on the proposed hardware configuration.

3.2.3.2 Vendor shall ensure that the system architecture is scalable and designed to easily and inexpensively accommodate changes (future applications, etc) resulting from DOC rules and workflows.

3.2.3.3 Vendor must allow for the kiosks to be data linked within an institution, and best case to be linked throughout the Department.

3.2.3.4 Provide the capability of producing reports, including but not limited to:

- Use and statistical reports by function. (i.e., Banking queries, store sales, phone time, etc; and
- Accounting reports.

- 3.2.3.5 Provide a kiosk application that will run on a operating system designated by the DOC and is capable of being upgraded.
- 3.2.3.6 Touch screen buttons and font sizes large enough to be easily read by the majority of customers.
- 3.2.3.7 Provide kiosk application instructions to the inmates which are clear and to the point, with no large blocks of text.
- 3.2.3.8 Vendor shall ensure each kiosk is maintained on the most current version of the vendor's systems of operation, with no more than two versions at any one-time across all kiosks.
- 3.2.3.9 Kiosk Operational Statistics to include:
 - At minimum, internal operational software.
 - Ability to look at up-time logging data and monitor kiosks.
 - Full monitoring capabilities; KVM/Power.
- 3.2.3.10 Data transfer in your operating system. Please include specification for eXtensible Markup Language (XML) or other standard interface options, to tie in a kiosk-based application with offender management systems.

3.2.4 Customer Interaction Messages

Messages to be available in English and Spanish.

Vendors are to describe in detail the following:

- 3.2.4.1 Transaction processing messages;
- 3.2.4.2 What messages prompt the inmate during their time on the kiosk;
- 3.2.4.3 Error message, can the error message be customized?
- 3.2.4.4 Does functionality include instructional prompts?
- 3.2.4.5 Transaction processing messages to indicate what messages prompt the inmate during their time on the kiosk. This should include error messages.
 - Can the error message be customized?
 - Does the functionality include instructional prompts?

3.2.5 Remote Management

At minimum, remote Keyboard/Video/Mouse (KVM) reset is required.

- 3.2.5.1 Vendor to detail remote management capabilities. To include the following:
 - Monitoring;
 - Diagnostics;
 - Error resolution;
 - Software problem assistance;
 - Intelligence reporting;
 - Application and software updates and upgrades; and
 - Rebooting and controlling the remote kiosks from a central location.

3.2.5.2 Remote management should be set through a security access designation.

3.2.6 Software Provisions

3.2.6.1 Vendor shall provide any and all software upgrades that become available during the term of the contract.

3.2.6.2 Third party Acquisition of Software - The vendor shall notify the department in writing if its intellectual property, business, or all of its assets are acquired by a third party.

3.2.6.3 Title of Software – By submitting a proposal, the vendor represents and warrants that it is the sole owner of the software or, if not, the owner, has received all legally required authorizations from the owner.

3.2.6.4 Term of software license.

3.2.6.5 Rights to Computer Software.

3.2.7 Hardware Requirements

Vendor must describe the capability for the development of future applications and implementing these applications on the proposed hardware configuration.

Vendors to describe in detail the ability to provide the following:

3.2.7.1 Vendor shall provide for all electrical equipment to operate on a regular 120 volt, 60 hertz, AC power and be “UL” or equivalently listed and be certified by a Nationally Recognized Testing Laboratory to be compliant with the FCC regulations.

3.2.7.2 Monitors must be Energy Star Compliant with a minimum level of EPEAT Bronze. Monitors must be a minimum of 17” in size across the diagonal, having an associated graphics control board with video drivers. Monitor must be able to withstand operating temperatures of 110 degrees and 100% humidity.

3.2.7.3 Describe alternatives for offenders with disabilities. i.e., Large print options; Text reader options for the blind; Assistive key-stroke functionality for paralyzed offenders.

3.2.7.4 Vendor to propose solutions that would assist the visually impaired.

3.2.7.5 Each kiosk must have a touch screen video display monitor capable of displaying digitized photographs, graphics, and videos, etc.

3.2.7.6 Touch screen monitor must be secure, safe and capable of withstanding heavy usage in a correctional environment. It must be scratch resistant. Vendor must provide any special care required to keep the screen clean, and prolong the viewing and usage life expectancy.

3.2.7.7 Touch screen monitor shall not be of the “overlay” or “membrane” type. If a “surface acoustic” or “capacitive” technology is not utilized, the vendor must provide an explanation of why another technology is being proposed.

3.2.7.8 Touch screen monitor must reduce the ability to read the screen when viewed from the side to prevent others from viewing displayed information.

3.3 SECURITY REQUIREMENTS

Vendors to describe in detail how the following security requirements will be performed:

- 3.3.1 System must be able to support secure wireless, if required by using facility.
- 3.3.2 Kiosks may or may not connect to DOC information technology infrastructure.
- 3.3.3 Vendor to detail plans to support their proposal both ways.
- 3.3.4 Incoming e-mail is screened by the system using keyword search before download is allowed. Keyword screening would evaluate risk level of e-mail. Unacceptable or questionable (moderate to high risk) e-mail is held or staged at a central location computer for DOC approval before it is available for offender delivery or download.
 - Keyword search may be edited at any time.
 - Offender email must be stored by vendor or transferrable to DOC storage.
- 3.3.5 Internet access/direct e-mail reply is not allowed within the Nevada Department of Corrections. Vendor to detail how this could be managed with their systems.
- 3.3.6 MP3 music downloads – Player connects and accepts downloads only from the secure kiosk. No direct access to the internet within the Nevada Department of Corrections. Vendor to detail plans to support their proposal with and without direct access to the internet.
- 3.3.7 Recording Video Visitations
- 3.3.8 Vendor must have contractual rights to distribute digital media from major music labels or other entertainment fields to provide reasonable volume of acceptable media content.

3.4 MAINTENANCE/SERVICE

- 3.4.1 Software Modification by the vendor and Release Management.
 - 3.4.1.1 Department initiated modification to the software; the vendor shall provide the following:
 - Timely cost estimates; and
 - Reasonable delivery date for enhancements, as mutually agreed upon.
 - 3.4.1.2 The vendor will prepare software releases and stages for testing, validation and acceptance in a test environment. The Department will perform testing for authorization to proceed prior to migration to production environment.
 - 3.4.1.3 The vendor shall propose, provide, and describe their solution for change management. These must include at a minimum:
 - Version number;
 - Description of the change;
 - How the change was initiated (i.e. user or system support);
 - Person requesting the change;
 - Person responsible for the change; and
 - Date and time of the change.

- 3.4.1.4 Vendor to provide maintenance and service plan to include frequency and speed of maintenance. Downtime shall not extend past a 24 hour period.
- 3.4.1.5 The successful contractor must provide support for the equipment Monday through Friday 8:00 am to 5:00 pm in participating state's time zone. Vendor must provide the toll free number for agency to call when service is needed.
- 3.4.1.6 Maintain levels of service and machine installation at no cost to state.
- 3.4.1.7 No additional installation cost for changing out machines that need repair or replacement.
- 3.4.1.8 The vendor will coordinate its service schedule in advance with the institution.
- 3.4.1.9 If ownership of equipment shall remain with the contractor, the state shall provide reasonable measures against loss by pilferage or destruction. The vendor shall be responsible for any expenses required for the repair of the equipment.
- 3.4.1.10 The successful vendor must provide following support services for equipment placed within state buildings, that include but are not limited to:
 - Unlimited phone support;
 - Updates and upgrades;
 - Security-related updates to their proposed solution, which may be called updates, upgrades, patches, service packs, hot fixes, or workarounds.

3.5 REPORTING

- 3.5.1 Vendor must include in their proposal reporting capabilities for machines to be provided, to include but not limited to the following:
 - Processing time per transaction;
 - Number of transactions per day;
 - Offender purchases;
 - The number of an individual's purchases;
 - Transactions rejected and rejection reason;
 - The source and amount of deposits to offender accounts;
 - Use and statistical reports by function. (i.e. Banking queries, store sales, phone time, etc; and
 - Be able to provide custom reports as may be requested by individual participating entities. Describe in general, the level of sophistication and complexity, custom usage report data that you can provide to the participating entities. Vendors should provide a sample report with their proposal.
- 3.5.2 Reporting shall be provided in the format required by MCPA/NASPO Reporting Forms (Attachment N).
- 3.5.3 The following usage reports shall be submitted for the respective quarter:
 - A quarterly summary of equipment sold.

- A quarterly summary by category.

Reports are to be submitted to the lead State in the format required by MCPA (Attachment N).

Reporting Dates:

- 1st Quarter – July – September – due by November 15th
- 2nd Quarter – October – December – due by February 15th
- 3rd Quarter – January – March – due by May 15th
- 4th Quarter – April – June – due by August 15th

3.6 TRAINING

Vendor to provide all training materials and user manuals.

3.7 SYSTEM WARRANTY

Equipment must carry a minimum one (1) year warranty that it is free from defects in material and workmanship. If defects are identified, the successful vendor agrees to repair or replace defective parts promptly on a like-for-like basis without additional cost to the customer. Any and all items failing during the warranty period will be replaced promptly free of charge. Upon significant failure, the warranty period will commence again for a minimum 90 additional days. Significant failure shall be determined by the Participating State Contract Administrator.

3.8 DEPARTMENT OF CORRECTIONS REQUIRMENTS

3.8.1 Security

3.8.1.1 Upon approval of the contract and prior to the start of work, each of the staff assigned by the contractor and/or subcontractor to this project may be required to sign non-disclosure agreements to be determined by each participating State.

3.8.1.2 All non-disclosure agreements shall be enforced and remain in force throughout the term of the contract.

3.8.1.3 All employees of vendors entering prison grounds must adhere to NDOC Security Regulations (Attachment K).

3.8.2 Work Area/Project Preparation

Prior to commencement of work, the awarded vendor shall ensure that:

- Arrangements have been made for any disposal of waste materials per Scope of Work;
- All tools, equipment and materials are on hand; and
- Any applicable worker training has been completed and documentation is on site required.

3.8.3 Health and Safety Standards

3.8.3.1 The awarded vendor shall comply with all applicable federal, state, and local requirements for protecting the safety of the contractor's employees, building occupants, and the environment.

3.8.3.2 The awarded vendor must comply with all Federal, State and Local rules and regulations.

3.8.4 Employee Background Clearance Requirements

Upon contract award, and at least four (4) days prior to beginning work, the awarded vendor shall submit a completed Contractors Background Check Applications (Attachment M), Consent for Release of Criminal History Records form (DOC560) for each employee who will be working on this project (unless previously cleared for the Site Visit).

Note: No personnel entering the correctional facilities may be ex-felons.

Forms must be sent to:

NDOC Contracts
Attn: Martha Simas
P.O. Box 7011
Carson City, NV 89701
Phone: (775) 887-3319 / Fax: (775) 887-3343
Email: msimas@doc.nv.gov

Faxes or e-mailed forms will be accepted, but the original form must be sent by US postal mail within three (3) days or clearance may be revoked.

3.9 OPTIONAL/OTHER SERVICES

Vendor may submit additional options. Options must be listed in detail.

3.10 DOCUMENTATION

3.10.1 Detailed technical system documentation and system design specifications, descriptions of all proposed kiosk hardware and software, operating instructions, footprints, power and environmental requirements, model numbers, makes, serial numbers, electrical and grounding requirements, temperature and humidity ranges, software components and features, etc.

3.10.2 As applicable, prior to production implementation, the successful vendor shall provide to the DOC detailed technical system documentation, detailed system design specifications, descriptions of all proposed kiosk hardware and software, operating instructions, footprints, power and environmental requirements, model numbers, makes, serial numbers, electrical and grounding requirements, temperature and humidity ranges, software components and features, etc.

4. PROJECT TERMS AND CONDITIONS

4.1 Contractual Special Terms and Conditions

- 4.1.1 Participating Addendum – Individual Participating States may, through a Participating Addendum, limit:
- 4.1.1.1 The awardees;
 - 4.1.1.2 Available financial vehicles;
 - 4.1.1.3 Equipment Groupings, segments, models, standardized configurations, available accessories, available software;
 - 4.1.1.4 Exclusion of geographical areas;
 - 4.1.1.5 As well as additional items as deemed necessary by the Participating State.
 - 4.1.1.6 States may also, through the Participating Addendum, expand or restrict these options for Participating Political Subdivisions.

5 COMPANY BACKGROUND AND REFERENCES

5.1 PRIMARY VENDOR INFORMATION

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

- 5.1.1 Company ownership (sole proprietor, partnership, etc).
 - 5.1.1.1 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.
 - 5.1.1.2 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the Office of the Secretary of State pursuant to NRS §76. Information regarding the Nevada Business License can be located at <http://sos.state.nv.us>. Vendor’s must provide the following:
 - Nevada Business License Number
 - Legal Entity Name
 - Is “Legal Entity Name” the same name as vendor is doing business as? [] Yes [] No
If “No,” provide explanation.
- 5.1.2 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.
- 5.1.3 Location(s) of the company offices and location of the office that will provide the services described in this RFP.
- 5.1.4 Number of employees both locally and nationally.
- 5.1.5 Location(s) from which employees will be assigned.
- 5.1.6 Name, address and telephone number of the vendor’s point of contact for a contract resulting from this RFP.
- 5.1.7 Company background/history and why vendor is qualified to provide the services described in this RFP.

- 5.1.8 Length of time vendor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- 5.1.9 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.
- 5.1.10 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?
- 5.1.11 Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- 5.1.12 **Financial information and documentation to be included in Part III of your response in accordance with the Submittal Instructions.**
 - 5.1.12.1 Dun and Bradstreet number
 - 5.1.12.2 Federal Tax Identification Number
 - 5.1.12.3 The last two - (2) years and current year interim:
 Profit and Loss Statement
 Balance Statement

5.2 **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.

- 5.2.1 Client name;
- 5.2.2 Project description;
- 5.2.3 Project dates (starting and ending);
- 5.2.4 Technical environment; (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware)
- 5.2.5 Staff assigned to reference engagement that will be designated for work per this RFP; and
- 5.2.6 Client project manager name, telephone number, fax number and e-mail address.

5.3 **SUBCONTRACTOR INFORMATION**

5.3.1 Does this proposal include the use of subcontractors?

Yes _____ No _____ Unknown _____

If “Yes”, vendor must at the time of Participating Addendum:

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

6. 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. 1901”, please refer to the Submittal Instructions for further instruction.

The Vendor(s) shall report contract utilization and pay an administrative fee of .5% of the total kiosk spend to MCPA, paid quarterly. The MCPA/NASPO directors approved the level of the administration fee, and the fee is not negotiable. The administrative fee is to be paid quarterly within 60 days of the end of the quarter (See section 3.5 of the RFP for Reporting Schedule). In addition to the MCPA administrative fee, some NASPO and non-NASPO states may require that a fee be paid directly to the state on purchases made by procuring entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments shall be incorporated in a Participating Addendum that is made a part of the contracts. The Vendor(s) may adjust pricing accordingly for purchases made by procuring agencies within the jurisdiction of the state. Any such price adjustment shall not exceed the dollar value of the additional fee. All such agreements shall have no affect whatsoever on the MCPA fee or on the prices paid by the procuring agencies outside the jurisdiction of the state requesting the additional fee.

Vendors must provide detailed fixed prices for all costs associated with the responsibilities and related services. Clearly specify the nature of all expenses anticipated. Cost must be submitted on Attachment L. All pricing must be FOB destination regardless of state.

The State will not be liable for any costs in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities responding to this RFP.

Vendor shall report to the Lead State any price reduction, discount or other more favorable terms offered to any Purchasing Entity, and the awarded vendor agrees to negotiate in good faith to reestablish ceiling prices or other more favorable terms and conditions applicable to future orders.

7. PAYMENT

Commission/Revenue

If applicable per proposal, describe the commissions that will be paid to the Department for the use of the system and music downloads.

- 7.1 Payment of commissions must be made on a monthly basis, to each participating state by check or money order. (See attachment L)
- 7.2 Additional details related to commission payments, due dates, penalties for late payment, etc. will be clarified in each participating addendum.

Purchase

- 7.3 Payment for the contracted service will be within 30 - 45 days upon receipt of invoice and the Customers approval.

- 7.4 Successful vendors will invoice the customer in each Participating State directly with that customer paying the vendor or their authorized distributors directly.
- 7.5 No additional payment will be authorized due to labor, materials, equipment, or any other extra costs necessary to meet codes, standards, and regulations.

8. SUBMITTAL INSTRUCTIONS

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

The RFP Question Submittal Form is located on the Services RFP/RFQ Opportunities webpage at <http://purchasing.state.nv.us/services/sdocs.htm>. Select this RFP number and the “Question” link.

The deadline for submitting questions is April 5, 2011 at 2:00 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 April 12, 2011.

- 8.2 RFP Timeline

<i>TASK</i>	<i>DATE/TIME</i>
Deadline for submitting questions	April 5, 2011 at 2:00 p.m.
Answers to all questions submitted available on or about	April 12, 2011
Deadline for submittal of Reference Questionnaires	April 29, 2011 @ 5:00 p.m.
<u>Deadline for submission and opening of proposals</u>	<u>May 4, 2011 @ 2:00 p.m.</u>
Evaluation period	May 5 ~ May 25
Vendor Presentations (approximate time frame)	May 24, 2011
Selection of vendor on or about	May 24, 2011

NOTES: *These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time.*

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

- 8.3 Proposal submission requirements:

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

Part I: Technical Proposal

- One (1) original marked “MASTER” sent to State of Nevada Purchasing Division.
- Eight (8) identical copies ~ One (1) each of these copies to be sent to the sourcing team listed in **Section 8.3.3**.
- One (1) identical copy on CD (**Note:** CD must be labeled accordingly and in a case.) sent to State of Nevada Purchasing Division.

Three (3) copies sent to State of Nevada Purchasing Division.

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. 1901”

Part II: Cost Proposal:

One (1) original marked “MASTER” sent to State of Nevada Purchasing Division.

One (1) identical copy on CD (**Note:** CD must be labeled accordingly and in a case.) State of Nevada Purchasing Division.

Three (3) copies sent to State of Nevada Purchasing Division.

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

“Cost Proposal in Response to RFP No. 1901”

Part III: Confidential Information:

One (1) original marked “MASTER” sent to State of Nevada Purchasing Division; and

One (1) identical copy sent to State of Nevada Purchasing Division.

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

“Confidential Information in Response to RFP No. 1901”

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.: 1901

PROPOSAL OPENING DATE: May 4, 2011 @ 2:00 p.m.

FOR: Inmate Kiosks

8.3.2 **Proposal must be received at the address referenced below no later than 2:00 p.m. Pacific Time, May 4, 2011.** 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.

ALL PROPOSALS ARE TO BE DELIVERED TO EACH STATE NO LATER THAN MAY 4, 2011 @ 2:00 P.M. PACIFIC TIME (there will be no exceptions, if proposals are not received they will be deemed non responsive)

8.3.3 One copy of each Technical Proposal (Part I) shall be submitted to:

Nevada Evaluators

Dawn Rosenberg, Chief of Purchasing
Nevada Department of Corrections
5500 Snyder Ave
P.O. Box 7011
Carson City, NV 89702

Eric Graham,
Nevada Department of Corrections
5500 Snyder Ave
P.O. Box 7011
Carson City, NV 89702

Ohio Evaluators

Michelle Matheron, Data Administration Manager
Ohio Department of Rehabilitation and Correction Office of Administration
770 West Broad Street
Columbus, Ohio 43222

Virginia Evaluators

Cindy Sager
Department of Corrections
6900 Atmore Drive
Richmond, VA 23225

Lois Fegan
Department of Corrections
6900 Atmore Drive
Richmond, VA 23225

Wyoming Evaluators

Jamie L. Spezzano
WDOC Purchasing Manager
State of Wyoming, Department of Corrections
1934 Wyott Drive, Suite 100, Office A118
Cheyenne, WY 82002

Vince Bocchino
1934 Wyott Drive, Suite 100
Cheyenne, WY 82002

Kenneth Scott Abbott
1934 Wyott Drive, Suite 100
Cheyenne, WY 82002

Remaining proposals shall be submitted to:

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

- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with submittal instructions and specific references made to the tab, page, section and/or paragraph where the confidential information can be located.
- 8.9 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content. Expensive bindings, colored displays, promotional materials, and unnecessarily elaborate responses beyond what is sufficient to present a complete and effective response to this RFP are not necessary or desired and may be construed as an indication of the proposer's lack of environmental and cost consciousness. Unless specifically requested in this RFP, elaborate artwork,

corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

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

- Be submitted on recycled paper.
 - Not include pages of unnecessary advertising;
 - Be made on both sides of each sheet of paper; and
 - Be contained in re-usable binders rather than with spiral or glued bindings.
- 8.10 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 8.11 The proposal must be signed by the individual(s) legally authorized to bind the vendor, see NRS §333.337.
- 8.12 For ease of responding to the RFP, vendors are encouraged, but not required, to request an electronic copy of the RFP. Electronic copies are available in the following formats: Word 2003 via e-mail, diskette, or on the State Purchasing Division's website in PDF or 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.
- 8.13 Vendors utilizing an electronic copy of the RFP in order to prepare their proposal should place their written response in *an easily distinguishable font* immediately following the applicable question.
- 8.14 ***For purposes of addressing questions concerning this RFP, the sole contact will be the Purchasing Division. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal NAC §333.155(3).*** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 8.15 Vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be **received** no later than the deadline for submission of questions.

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

Administrative review of technical or contractual requirements shall include the reason

for the request, supported by factual information, and any proposed changes to the requirements.

- 8.16 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive. NRS §333.311.
- 8.17 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals, which do not contain the requisite licensure, may be deemed non-responsive. However, this does not negate any applicable Nevada Revised Statute (NRS) requirements.

9. PROPOSAL EVALUATION AND AWARD PROCESS

- 9.1 Proposals shall be consistently evaluated and scored in accordance with NRS §333.335(3) based upon the following criteria:
- Demonstrated competence/experience in performance of comparable engagements
 - Technological merits
 - Environmental and accessibility merits
 - Ability to service the Contract.
 - All-encompassing approach to proposed equipment, software and services
 - Conformance with the requirements, terms and conditions of this RFP
 - Pricing
- Presentations – Following the evaluation and scoring process specified above, the State may require vendors to make a presentation of their proposal to the evaluation committee or other State staff, as applicable. The State, at its option, may limit participation in vendor presentations up to the four (4) highest ranking vendors. NOTE: The State reserves the right to forego vendor presentations and select vendor(s) based on the written proposal.

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

Proposals shall be kept confidential until a contract is awarded.

- 9.2 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)
- 9.3 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.

- 9.4 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.
- 9.5 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.
- 9.6 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

10. TERMS, CONDITIONS AND EXCEPTIONS

- 10.1 Performance of vendors will be rated semi-annually following contract award and then annually for the term of the contract by the using State agency in six categories: Customer service; timeliness; quality; technology; flexibility; and pricing. Vendors will be notified in writing of their rating.
- 10.2 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.
- 10.3 This procurement is being conducted in accordance with NRS chapter 333 and NAC chapter 333.
- 10.4 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.
- 10.5 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 10.6 The State reserves the right to reject any or all proposals received prior to Contract award (NRS §333.350).

- 10.7 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).
- 10.8 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.
- 10.9 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.
- 10.10 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 10.11 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.
- 10.12 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.
- 10.13 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).
- 10.14 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.
- 10.15 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.
- 10.16 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.
- 10.17 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.
- 10.18 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 IV – 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.

- 10.19 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.
- 10.20 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.
- 10.21 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.
- 10.22 Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the Contract in lieu of the insurance policies required by the below-stated Insurance Schedule. It will be the awarded vendor's responsibility to recommend to the State alternative methods of insuring the Contract. Any alternatives proposed by a vendor should be accompanied by a detailed explanation regarding the vendor's inability to obtain insurance coverage as described below. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.
- 10.23 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.
- 10.24 The State will not be liable for Federal, State, or Local excise taxes NRS §372.325.
- 10.25 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.

- 10.26 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.
- 10.27 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.
- 10.28 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.
- 10.29 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 10.30 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and chapter 333 of the Nevada Administrative Code.
- 10.31 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.
- 10.32 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. §1352.

11. 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 TECHNICAL PROPOSAL:

Completed

Required number of Technical proposals (per Submittal Instructions) _____

Part II COST PROPOSAL:

Required number of Cost proposals (per Submittal Instructions) _____

Part III STATE DOCUMENTS:

Required Forms to be submitted labeled “State Documents”;

- Page 1 of the RFP completed _____
- All Amendments completed and signed _____
- Primary Vendor Attachments A & B signed _____
- Primary Vendor Information provided _____
- Certificate of Insurance – Primary vendor only _____

Part IV CONFIDENTIAL INFORMATION:

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

REMINDERS:

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

Attachment A
CONFIDENTIALITY OF PROPOSALS AND
CERTIFICATION OF INDEMNIFICATION
PRIMARY VENDOR

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

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

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

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

YES _____ NO _____

VENDOR NAME _____

SIGNATURE _____
Primary Vendor

PRINT NAME _____ Date _____
Primary Vendor

**This document must be submitted in the
“State Documents” section/tab**

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 _____ NO _____

VENDOR NAME _____

SIGNATURE _____
Primary Vendor

PRINT NAME _____
Primary Vendor _____
Date

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

Attachment C

MASTER SERVICE AGREEMENT

The following Master Service Agreement (MSA) 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 Lead State for all services of independent contractors awarded through a WSCA solicitation. It is not necessary for vendors to complete the MSA Form with their proposal responses.

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

MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between the Western States Contracting Alliance
Acting by and through the State of Nevada

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

and

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

Pursuant to Nevada Revised Statute (NRS) 277.100, NRS 277.110, NRS 333.162(1)(d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium.

The Western States Contracting Alliance is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc..) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

In consideration of the above premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This contract shall not become effective until and unless approved by the Western States Contracting Alliance Board of Directors.
2. **DEFINITIONS.** "WSCA" means the Western States Contracting Alliance. "State" and/or "Lead State" means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307. "Participating State(s)" means state(s) that have signed (and not revoked) an Intent to Contract at the time of the award of this contract, or who have executed a Participating Addendum. "Buyer" means any WSCA agency or political subdivision participating under this contract. "Contractor" and/or Contracting Agency" means a person or entity that performs services and/or provides goods for WSCA under the terms and conditions set forth in this contract. "Solicitation" means RFP # 1715 incorporated herein as Attachment AA. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. **CONTRACT TERM.** This contract shall be effective from _____ subject to WSCA Board of Directors' approval to _____, unless sooner terminated by either party as specified in paragraph (21).
4. **CANCELLATION OF CONTRACT; NOTICE.** Unless otherwise stated in the special terms and conditions, any contract entered into as a result of the Solicitation may be canceled by either party upon written notice sixty (60) days prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the special terms and conditions of the Solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Participating State to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.
5. **INCORPORATED DOCUMENTS.** The parties agree that the scope of work shall be specifically described; this contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: SOLICITATION #1901 (Scope of Work) and ATTACHMENTS (list attachments);

ATTACHMENT BB: INSURANCE SCHEDULE

ATTACHMENT CC: CONTRACTOR'S RESPONSE

A Contractor's attachment shall not contradict or supersede any WSCA specifications, terms or conditions without written evidence of mutual assent to such change appearing in this contract.

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. **BID SPECIFICATIONS.** Contractor certifies that any deviation from the specifications in the scope of work, incorporated herein as part of Attachment AA, have been clearly indicated by Contractor in its response, incorporated herein as Attachment BB; otherwise, it will be considered that the bid is in strict compliance. Any BRAND NAMES or manufacturers' numbers are stated in the specifications are intended to establish a standard only and are not restrictive unless the Solicitation states "no substitute," and unless so stated, bids have been considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate bids offering lower quality or inferior performance have not been considered.

9. ACCEPTANCE OR REJECTION OF BIDS, AND AWARD. WSCA has the right to accept or reject any or all bids or parts of bids, and to waive informalities therein. This contract is based the lowest responsive and responsible bid and meets the specifications of the Solicitation and terms and conditions thereof. Unless stated otherwise in the Solicitation, WSCA has the right to award items separately or by grouping items in a total lot.

10. BID SAMPLES. Any required samples have been specifically requested in the Solicitation. Samples, when required, have been furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at a bidder's request, transportation collect.

11. 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). Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with the Solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Contracted prices represent ceiling prices for the supplies and services offered. The Contractor shall report to the Lead State any price reduction or discount, or other more favorable terms offered to any Purchasing Entity and the Contractor agrees to negotiate in good faith to re-establish ceiling prices or other more favorable terms and conditions applicable to future orders. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit prices will govern. WSCA does not guarantee to purchase any amount under this contract. Estimated quantities in the Solicitation are for bidding purposes only and are not to be construed as a guarantee to purchase any amount. Unless otherwise stated in the special terms and conditions offers made in accordance with the Solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit prices will govern. If Contractor has quoted a cash discount based upon early payment; discounts offered for less than thirty (30) days have not been considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise. WSCA is not liable for any costs incurred by the bidder in proposal preparation.

12. PAYMENT. Payment for completion of a contract is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Participating State's "Purchasing Card."

13. TAXES. Prices shall be exclusive of state sales and federal excise taxes. Where a Participating State is not exempt from sales taxes on sales within its state, the Contractor shall add the sales taxes on the billing invoice as a separate entry. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. The Lead State's real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this contract. Nevada may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

14. FINANCIAL OBLIGATIONS OF PARTICIPATING STATES. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the Solicitation, the resulting award(s) will be permissive.

15. ORDER NUMBERS. Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

16. REPORTS. The Contractor shall submit quarterly reports to the WSCA Contract Manager showing the quantities and dollar volume of purchases by each Participating State.

17. DELIVERY. The prices bid shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back-ordered shall be shipped without charge.

18. HAZARDOUS CHEMICAL INFORMATION. The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to any Buyer. All safety data sheets and labels will be in accordance with each Participating State's requirements.

19. INSPECTIONS. Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in non-compliance with bid specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

20. INSPECTION & AUDIT.

a. Books and Records. The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to WSCA, 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 WSCA; the United States Government; the State Auditor 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 four (4) years after the contract terminates or until all audits initiated within the four (4) years have been completed, whichever is later, and for five (5) 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.

21. CONTRACT TERMINATION. Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: (1) nonperformance of contractual requirements; and/or (2) a material breach of any term or condition of this contract. WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate this contract and any related contracts or portions thereof; (3) impose liquidated damages; and/or (4) suspend Contractor from receiving future bid solicitations.

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 WSCA;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by WSCA;
- iv. Contractor shall preserve, protect and promptly deliver into WSCA's possession all proprietary information in accordance with paragraph (31).

22. 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 attorneys employed by the Lead State. Nevada may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

23. LIMITED LIABILITY. Nevada 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 breach by the Lead State 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.

24. FORCE MAJEURE. Neither party to this contract 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. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

25. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, Nevada 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. The Contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability,

including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

26. **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 Lead State:

- 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.

2) 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 Lead State prior to the commencement of work by Contractor. Neither approval by the Lead 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 Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this contract or otherwise. The Lead State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

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

27. COMPLIANCE WITH LEGAL OBLIGATIONS. Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations. 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. The Lead State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

28. 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.

29. SEVERABILITY. If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

30. 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 not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Manager.

31. 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 WSCA and all such materials shall be delivered into WSCA 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 WSCA. Notwithstanding the foregoing, WSCA shall have no proprietary interest in any materials licensed for use that are subject to patent, trademark or copyright protection.

32. PATENTS, COPYRIGHTS, ETC. The Contractor shall release, indemnify and hold WSCA, the State, and Participating States and their officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

33. 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.

34. 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.

35. NONDISCRIMINATION. Contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Contractor further agrees to furnish information and reports to requesting Participating Entities, upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual Participating State's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the Contractor fails to comply with the provisions of these laws and regulations. Contractor must include this provision in very subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

36. **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.)
37. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
 - b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
 - c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.
38. **NON-COLLUSION.** Contractor certifies that this contract and the underlying bid, have been arrived at independently and have been without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.
39. **WARRANTIES.**
- a. **Uniform Commercial Code.** The Contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any special purposes that the Buyer has relied on the Contractor's skill or judgment to consider.
 - b. **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.
 - c. **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 multicity formulas and data values and date data interface values that reflect the century.
40. **CONFLICT OF INTEREST.** Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this contract.
41. **INDEPENDENT CONTRACTOR.** Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.
42. **POLITICAL SUBDIVISION PARTICIPATION.** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the WSCA Participating States shall be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.
43. **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 WSCA Board of Directors 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. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.
44. **GOVERNING LAW; JURISDICTION.** This contract and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the state of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this contract. The construction and effect of any Participating

Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum or shall be in the Purchasing State.

45. SIGNATURES IN COUNTERPART. Contract may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

46. 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. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Manager.

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

Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA BOARD OF DIRECTORS

On _____
(Date)

Approved as to form by:

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 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. **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.

3. **Fidelity Bond or Crime Insurance**

Bond or Policy Limit \$ _____

NOTE: A FIDELITY BOND MAY BE NEGOTIATED AT THE DISCRETION OF EACH PARTICIPATING STATE.

- a. The bond or policy shall be issued with limits based on the amount of cash being handled by the Contractor.
- b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- c. The bond or policy shall include coverage for third party fidelity and name the State of Nevada as loss payee.
- d. The bond or policy shall include coverage for extended theft and mysterious disappearance.
- e. The bond or policy shall not contain a condition requiring an arrest and conviction.

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 **Mail all required insurance documents to the Lead State (Nevada).**

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 **Mail all required insurance documents to the Lead State (Nevada).** 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.

Mail all required insurance documents to the Lead State (Nevada).

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



RFP # 1901 REFERENCE QUESTIONNAIRE FOR:

Part A:

(Name of company requesting reference)

Part B:

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of Nevada, Purchasing Division, via e-mail at srvpurch@purchasing.state.nv.us Attn: Keli Hardcastle or facsimile at (775) 684-0188, Attn: Keli Hardcastle no later than **April 29, 2011**, and **must not** be returned to the company requesting the reference. 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. Has the Vendor provided you with copiers in the past 3 years and how would you rate their overall performance?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable / No Service in last 3 years)
COMMENTS:

2. In general, what services has the vendor provided for you?
COMMENTS:

3. How would you rate the completeness and accuracy of the data and reports provided by the vendor?
____ (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. How would you rate the dynamics/interaction between the vendor and your staff?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

5. How would you rate the timely and proactive nature of the vendor in providing service?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. How would you rate the vendor's ability and attention to detail during pre and post implementation:
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

Attachment E
SAMPLE SCORE SHEET

The State of Nevada Purchasing Division
on behalf of National Association of State Procurement Officials (NASPO)
and the Multi-State Corrections Procurement Alliance (MCPA)
RFP 1901
INMATE KIOSKS
Proposal Opening Date: May 5, 2011 @ 2:00 p.m.

VENDOR NAME:	
---------------------	--

Evaluator Initials:	
----------------------------	--

After reading vendor proposals, assign a score for each criterion between 1 and 10, with 1=Poor and 10=Excellent. The Revised Score column should be left blank until the scheduled evaluation meeting. Make sure to write vendors name, initial each page of the score sheets and write all the strengths and weaknesses on the last two pages of this document.

<i>Item #1</i>		Weight	Score	Revised Score
	<i>Demonstrated Competence</i>			

Demonstrated Competence:

- Did the vendor provide sufficient data to convince you that they 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 their ability?
- Has the vendor been in business long enough to provide good stability?
- Has the vendor experienced ownership changes that would impact their services?
- Has there been any censure or litigation history?

<i>Item #2</i>		Weight	Score	Revised Score
	<i>Experience in Performance of Comparable Engagements</i>			

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?

<i>Item #3</i>		Weight	Score	Revised Score
	<i>Conformance with Terms of this Request for Proposal</i>			

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?

<i>Item #4</i>	Description	Weight	Score	Revised Score
	<i>Expertise and Availability of Key Personnel</i>			

Expertise and Availability of Key Personnel:

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

<i>Item #5</i>	Description	Weight	Score	Revised Score
	<i>Cost</i>			

Cost:

Cost will be evaluated based on the vendor’s response to Section 7, Project Costs.

Attachment F

RFP TERMS AND CONDITIONS FOR GOODS

1. **EXPRESS WARRANTIES.** For the period specified on the face of the Contract, Contractor warrants and represents each of the following with respect to any goods provided under the Contract, except as otherwise provided on incorporated attachments:
 - a. **Fitness for Particular Purpose.** The goods shall be fit and sufficient for the particular purpose set forth in the RFP or other solicitation documents.
 - b. **Fitness for Ordinary Use.** The goods shall be fit for the purpose for which goods of a like nature are ordinarily intended, it being understood that the purpose for the goods covered by the Contract are ordinarily intended is general government administration and operations.
 - c. **Merchantable, Good Quality, No Defects.** The goods shall be merchantable, of good quality, and free from defects, whether patent or latent, in material and workmanship.
 - d. **Conformity.** The goods shall conform to the standards, specifications and descriptions set forth in the incorporated attachments. If Contractor has supplied a sample to the State, the goods delivered shall conform in all respects to the sample and if the sample should remain in the State's possession it shall be identified by the word "sample" and the signature of Contractor's sales representative.
 - e. **Uniformity.** The goods shall be without variation, and shall be of uniform kind, quality, and quantity within each unit and among all units.
 - f. **Packaging and Labels.** The goods shall be contained, packaged, and labeled so as to satisfy all legal and commercial requirements applicable to use by a government agency, including without limitation, OSHA material safety data sheets and shall conform to all statements made on the label.
 - g. **Full Warranty.** The foregoing warranties are "full" warranties within the meaning of the Magnuson-Moss Warranty -- Federal Trade Commission Improvement Act, 15 U.S.C. § 2301 *et seq.*, and implementing regulations 16 C.F.R. pts. 700-703, if applicable to this transaction.
 - h. **Title.** Contractor has exclusive title to the goods and shall deliver the goods to the State free and clear of all liens, encumbrances, and security interests. If the Contract causes title to vest in the State, the State hereby grants a security interest in the goods to Contractor under the terms set forth in the Contract.
2. **COMPUTER WARRANTIES.** If the goods include computer software and/or hardware, the following warranties shall apply in addition to the express warranties set forth above.
 - a. **Software Warranty.** Contractor/licensor warrants that for the period specified in the incorporated attachments:
 - (1) Under normal use and service, the media on which the licensed software is delivered shall be free from defects in material and workmanship. If the licensed product fails to meet the media warranty, and the State as licensee gives licensor written notice thereof during the applicable warranty period, licensor shall replace such media.
 - (2) The licensed product will meet licensor's published specifications therefore in effect on the effective date of the Contract. If the licensed product fails to meet the warranty and licensee gives licensor written notice thereof, licensor shall correct the failure, provided that licensee gives licensor detailed information regarding such failure. However, licensor shall not be liable to licensee for the warranty provided herein if (1) unanticipated or unauthorized modifications are made to the licensed product by someone other than licensor, or (2) the media for the licensed product is subject to misuse or abuse.
 - b. **Hardware Warranty.** Contractor warrants that, under normal use and service, the computer hardware and spare parts purchased from Contractor shall be free from defects in material and workmanship, and the computer hardware will meet the Contractor's then current published specifications therefore. If hardware warranted hereunder fails to meet the warranties herein and the State gives Contractor written notice thereof during the applicable warranty period, Contractor's sole obligation shall be to correct the failure by repair, replacement, or adjustment, as determined in Contractor's sole discretion. However, Contractor shall not be liable hereunder if:
 - (1) unanticipated or unauthorized modifications are made to the computer hardware by someone other than Contractor;
 - (2) attachments, features or devices are employed on the computer hardware that are not supplied by Contractor or not approved in writing by Contractor, including, without limitation, other components of the State's systems; or
 - (3) the computer hardware is subject to abuse or misuse.
3. **INFRINGEMENT; INDEMNITY.** Contractor warrants the purchase or use of the goods shall not infringe upon any United States or foreign patent, and Contractor shall indemnify the State against all judgments, decrees, costs, and expenses resulting from any alleged infringement and shall defend, upon written request of the State, at its own expense, any action which may be brought against the State, its vendees, lessees, licensees, or assigns, under any claim of patent infringement in the purchase or use of Contractor's goods. If the State is enjoined from using such goods, Contractor shall repurchase such goods from the State at the original purchase price. The State shall notify Contractor promptly in writing of any such suit. If the State compromises or settles any such suit without the written consent of Contractor, Contractor shall be released from the obligations of this paragraph and from any liability to the State under any statute or other rule of law.

4. USAGE OF TRADE; COURSE OF DEALINGS; IMPLIED WARRANTIES. Contractor shall also be bound by any other implied warranty that, at the time of execution of the Contract, prevails in the trade of government in the marketing area in and about the State of Nevada. Contractor shall also be bound by any other implied warranty arising through course of dealings between Contractor and the State from and after the execution of the Contract. Contractor shall also be bound by all warranties set forth in Nevada's Uniform Commercial Code (NRS Title 8) in effect on the date of execution of the Contract.
5. WARRANTIES CUMULATIVE. It is understood that warranties created by the Contract, whether express or implied, as well as all warranties arising by operation of law that affect the rights of the parties under the Contract, are cumulative and should be construed in a manner consistent with one another.
6. PRIORITY OF WARRANTIES. If it is held by a court of competent jurisdiction that there is an irreconcilable conflict between or among any of the warranties set forth in the Contract and any warranties implied by law, the parties agree that the specifications contained in the Contract shall be deemed technical and mere language of description.
7. BENEFICIARIES OF WARRANTIES. Benefit of any warranty made in the Contract shall be in favor of the State, any of its political subdivisions or agencies, and any employee or licensee thereof who uses the goods, and the benefit of any warranty shall apply to both personal injury and property damage.
8. DELIVERY, INSPECTION, ACCEPTANCE, RISK OF LOSS. Contractor agrees to deliver the goods as indicated in the Contract, and upon acceptance by the State, title to the goods shall pass to the State unless otherwise stated in the Contract. The State shall have the right to inspect the goods on arrival and, within a commercially reasonable time, the State must give notice to Contractor of any claim or damages on account of condition, quality, or grade of the goods, and the State must specify the basis of the claim in detail. Acceptance of the goods is not a waiver of UCC revocation of acceptance rights or of any right of action that the State may have for breach of warranty or any other cause. Unless otherwise stated in the Contract, risk of loss from any casualty, regardless of the cause, shall be on Contractor until the goods have been accepted and title has passed to the State. If given any, the State agrees to follow reasonable instructions regarding return of the goods.
9. NO ARRIVAL, NO SALE. The Contract is subject to provisions of no arrival, no sale terms, but proof of shipment is to be given by Vendor, each shipment to constitute a separate delivery. A variation of ten days in time of shipment or delivery from that specified herein does not constitute a ground for rejection. The State may treat any deterioration of the goods as entitling the State to the rights resulting from a casualty to the identified goods without regard to whether there has been sufficient deterioration so that the goods no longer conform to the Contract.
10. PRICE; TAXES; PAYMENT. The price quoted is for the specified delivery, and, unless otherwise specified in the Contract, is F.O.B. to the delivery address specified above. Unless otherwise specified in the Contract, the price does not include applicable federal or State sales, use, excise, processing or any similar taxes, or duty charges, which shall be paid by the State, or in lieu thereof, the State shall provide Vendor with a tax exemption certificate acceptable to the applicable taxing authority. Unless otherwise specified in the Contract, payment shall be made by warrant drawn on the State of Nevada (in accordance with Nevada law) and mailed to Vendor at the address specified above (or to assignee if assignment is acknowledged by the State) within the time specified above.
11. GOVERNING LAW. The laws of Nevada, including, without limitation, Nevada's Uniform Commercial Code (NRS Title 8) in effect on the date of execution of the Contract, shall govern with respect to any goods provided under the Contract.

Attachment G

PARTICIPATING STATE(S) TERMS AND CONDITIONS

Apart from the Lead State conducting the solicitation, the states listed below have signified their intent to enter into a contract and participate with the State of Nevada for this Request for Proposal. These States are considered Participating States for the purposes of this solicitation and its resulting contracts(s). This Attachment includes state-specific provisions required by law, regulation or procurement practices of the identified states.

Additional states may be added with the consent of the contractor and Lead State through execution of a Participating Addendum.

Specific Terms and Conditions related to each State may be attached below. All States reserve the right to add any State specific terms and conditions to any resultant participating addendums signed in response to award(s) based from this procurement.

MCPA States:

- Arkansas
- District of Columbia
- Georgia
- Iowa
- Kentucky
- Minnesota
- Missouri
- Nevada
- New Mexico
- Oklahoma
- Rhode Island
- South Dakota
- Virginia
- Wyoming

Other potential States:

- Alaska
- Arizona
- Colorado
- Hawaii
- Idaho
- Montana
- Nebraska
- North Dakota
- Ohio
- Utah
- Vermont
- Wisconsin

**STATES INTENDING TO PARTICIPATE THAT HAVE PROVIDED UNIQUE
TERMS AND CONDITIONS**

Ohio



Ohio standard terms
and conditions.pdf

Virginia



Virginia Terms and
Conditions.pdf

Attachment H
Sample Participating Addendum

PARTICIPATING ADDENDUM [hereinafter "Addendum"]
to the
State of Nevada
INMATE KIOSKS
Nevada Master Price Agreement RFP Number 1901
issued on behalf of
Multi-State Corrections Procurement Alliance (MCPA)
of the
National Association of State Procurement Officials (NASPO)

Between

XXXXXXXXXXXXXXXXXX

[hereinafter "Contractor"]

and

(Participating State)

[hereinafter "Participating State"]

(Participating State Contract Number)

The Multi-State Corrections Procurement Alliance (MCPA) establishes a means by which participating state procurement and correctional authorities may join together in cooperative multi-state contracting for the support of state correctional agencies, recognizing the unique requirements of correctional facilities, institutions and services.

- 1. Scope:** This Addendum covers the MCPA Inmate Kiosks Contract lead by the State of Nevada for use by state correctional agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

or

This Addendum covers the MCPA Inmate Kiosks Contract lead by the State of Nevada for use by (briefly describe the jurisdiction of the governmental entity). This entity has been authorized by the State Chief Procurement Official of the state within which it is located to use the MCPA Inmate Kiosks Contract.

- 2. Participation:** Use of this MCPA Inmate Kiosks cooperative contract by state correctional agencies, correctional agencies of political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

- 3. Changes:** (Insert specific changes or a statement that "No Changes Are Required")

- 4. Primary Contacts**

The primary contact individuals for this Addendum are as follows (or their named successors):

Lead State (representing both Nevada state procurement and Nevada Corrections)

Name: Ronda Miller
Address: 515 E. Musser Street, Room 300, Carson City, NV 89701
Telephone: (775) 684-0182
Fax: (775) 684-0188
E-mail: rlmiller@purchasing.state.nv.us

Contractor

Name:
Contractor:
Address:
Telephone:
Fax;
E-mail:

Participating State – State Purchasing Authority

Name:
Address:
Telephone:
Fax:
E-mail:

Participating State – State Corrections Authority

Name:
Address:
Telephone:
Fax:
E-mail:

5. Servicing Subcontractors: None

The Master Price Agreement Number and the Participating State Contract Number (if provided above) MUST be shown on all Purchase Orders issued against this Agreement.

This Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the last date of execution below.

State of

Participating State Chief Procurement Official or state procurement designee.

By: _____

Name:

Title:

Date: _____

Participating State Chief Corrections Official or state correction designee.

By: _____

Name:

Title:

Date: _____

Contractor:

By: _____

Name:

Title:

Date: _____

Attachment I

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

Attachment J

LIST OF FEDERAL LAWS AND AUTHORITIES

ENVIRONMENTAL:

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

ECONOMIC:

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

SOCIAL LEGISLATION

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

MISCELLANEOUS AUTHORITY:

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

Attachment K

Nevada Department of Corrections (NDOC)

Security Regulations

These regulations are not inclusive of all security regulations for each facility. It is the responsibility of the awarded vendor to adhere to all facility security regulations.

1. All persons employed by the contractor who will be entering prison grounds, prior to the commencement of any on-site work, will be required to complete a criminal history background application. Background checks are required in all instances and applicants are approved for entry under the company name on the application only.
2. If an employee knows any inmate incarcerated in the Nevada Department of Corrections it must be disclosed on the background application. Entrance to the institutions will be approved on a case by case basis.
3. A picture ID is required of all employees entering any institution.
4. Ex-felons will not be allowed entry on to any prison grounds without the express approval of the Director of the Department of Corrections.
5. Employees of the contractor who will be entering prison grounds will not be able to wear clothing similar to inmate clothing, i.e., blue jeans, blue shirts, without a business logo **and** without prior approval from the institution(s).
6. All contractor vehicles entering and leaving an institution will be thoroughly inspected. Any vehicle or individual will be subject to search at any time while on institution grounds. Vehicles that are left unattended while inside the institution must be locked.
7. The contractor is responsible for all tools brought on to prison grounds and must ensure that all tools are accounted for when completing on site work. All loose tools and equipment must be secured within their locked vehicle or assigned storage area.
8. Items that are lost or turn up missing will be reported to the Associate Warden of Operations (AWO) immediately. The institution will not be responsible for the contractor's tools, equipment, or materials. It is suggested that no valuables be brought into the institution.
9. No cell phones, PDA's, narcotics, alcohol, firearms or other weapons shall be carried on the premises. All contractors must ensure that, while at the facility, inmates do not have access to telecommunication devices in accordance with NRS 209.417 and NRS 212.165.
10. There shall be no fraternization with inmates.
11. All NDOC Institutions and Facilities are tobacco free. Tobacco products cannot be brought into any institution/ facility or used anywhere on prison grounds, including parking lots. Contractors must leave all tobacco products in locked vehicles in the parking lot. Vehicles will not be allowed to internal access to institution/facility carrying any tobacco products. Tobacco products may not be used while supervising inmates regardless of your location. Violation of this procedure will result in removal from prison property.

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

This document must be submitted in the
"State Documents" section/tab

Attachment L

Cost Proposal



Cost.xlsx

*If you are unable to access the above inserted file,
please contact Nevada State Purchasing at
srypurch@purchasing.state.nv.us
for an emailed copy.*

Attachment M
Nevada Department of Corrections
Contractor Background Check Application



Background
Check.DOC

*If you are unable to access the above inserted file,
please contact Nevada State Purchasing at
srypurch@purchasing.state.nv.us
for an emailed copy.*

Attachment N

Reporting Forms



MCPA Reporting
Requirements Instruc



MCPA Admin Fee
Check Form.doc



MCPA Sales
Reporting Model.xls



MCPA Sales
Reporting Requirement

*If you are unable to access the above inserted file,
please contact Nevada State Purchasing at
srvpurch@purchasing.state.nv.us
for an emailed copy.*