11.4.1.6 Packaging and Labels

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

11.4.1.7 Full Warranty

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

11.4.1.8 Title

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

11.4.1.9 Infringement Indemnity

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

11.4.1.10 Usage of Trade; Course of Dealings; Implied Warranties

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

11.4.1.11 Warranties Cumulative

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

11.4.1.12 Priority of Warranties

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

11.4.1.13 Beneficiaries of Warranties

Benefit of any warranty made in the Contract shall be in favor of the State, any of its political subdivisions or agencies, and any employee or licensee thereof who uses the goods, and the benefit of any warranty shall apply to both personal injury and property damage.

11.4.1.14 Delivery; Inspection; Acceptance; Risk of Loss

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

11.4.1.15 Governing Law

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

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

<table>
<thead>
<tr>
<th>Part I A – Technical Proposal Submission Requirements</th>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required number of Technical Proposals per submission requirements</td>
<td></td>
</tr>
<tr>
<td>Tab I</td>
<td>Title Page</td>
</tr>
<tr>
<td>Tab II</td>
<td>Table of Contents</td>
</tr>
<tr>
<td>Tab III</td>
<td>Vendor Information Sheet</td>
</tr>
<tr>
<td>Tab IV</td>
<td>State Documents</td>
</tr>
<tr>
<td>Tab V</td>
<td>Attachment B – Technical Proposal Certification of Compliance with Terms and Conditions of RFP</td>
</tr>
<tr>
<td>Tab VI</td>
<td>Section 3 – Scope of Work</td>
</tr>
<tr>
<td>Tab VII</td>
<td>Section 4 – Company Background and References</td>
</tr>
<tr>
<td>Tab VIII</td>
<td>Attachment G – Proposed Staff Resume(s)</td>
</tr>
<tr>
<td>Tab IX</td>
<td>Other Information Material</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part I B – Confidential Technical Submission Requirements</th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Required number of Confidential Technical Proposals per submission requirements</td>
<td></td>
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</tr>
<tr>
<td>Tab I</td>
<td>Title Page</td>
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<tr>
<td>Tabs</td>
<td>Appropriate tabs and information that cross reference back to the technical proposal</td>
<td></td>
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</tbody>
</table>

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<tr>
<th>Part II – Cost Commission Proposal Submission Requirements</th>
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</thead>
<tbody>
<tr>
<td>Required number of Cost Proposals per submission requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tab I</td>
<td>Title Page</td>
<td></td>
</tr>
<tr>
<td>Tab II</td>
<td>Cost Commission Proposal</td>
<td></td>
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<tr>
<td>Tab III</td>
<td>Attachment Q- Cost Proposal Certification of Compliance with Terms and Conditions of RFP</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Part III – Confidential Financial Information Submission Requirements</th>
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</thead>
<tbody>
<tr>
<td>Required number of Confidential Financial Proposals per submission requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tab I</td>
<td>Title Page</td>
<td></td>
</tr>
<tr>
<td>Tab II</td>
<td>Financial Information and Documentation</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>CDs Required</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>One (1) Master CD with the technical and cost proposal contents only</td>
<td></td>
</tr>
<tr>
<td>One (1) Public Records CD with the technical and cost proposal contents only</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reference Questionnaire Reminders</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Send out Reference Forms for Vendor (with Part A completed)</td>
<td></td>
</tr>
<tr>
<td>Send out Reference Forms for proposed Subcontractors (with Part A and Part B completed, if applicable)</td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Part I B – Confidential Technical Information</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Justification for Confidential Status</td>
<td></td>
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</table>

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

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

Company Name

Signature

Print Name ___________________________ Date ___________________________

This document must be submitted in Tab IV of vendor’s technical proposal
ATTACHMENT B – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

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

YES

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

NO

I do not agree to comply with the terms and conditions specified in this RFP.

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

Company Name

Signature

Print Name

Date

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

### EXCEPTION SUMMARY FORM

<table>
<thead>
<tr>
<th>EXCEPTION #</th>
<th>RFP SECTION NUMBER</th>
<th>RFP PAGE NUMBER</th>
<th>EXCEPTION (Complete detail regarding exceptions must be identified)</th>
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### ASSUMPTION SUMMARY FORM

<table>
<thead>
<tr>
<th>ASSUMPTION #</th>
<th>RFP SECTION NUMBER</th>
<th>RFP PAGE NUMBER</th>
<th>ASSUMPTION (Complete detail regarding assumptions must be identified)</th>
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</table>

This document must be submitted in Tab V of vendor’s technical proposal
ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

(1) Any and all prices that may be charged under the terms of the Contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the Contract.

(2) All proposed capabilities can be demonstrated by the vendor.

(3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other Contractor, vendor or potential vendor.

(4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the Contract negotiation process.

(5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.

(6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.

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

(8) All employees assigned to the project are authorized to work in this country.

(9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.

(10) The company has a written policy regarding compliance for maintaining a drug-free workplace.

(11) Vendor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

(12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.

(13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Vendor Company Name

Vendor Signature

Print Name                  Date

This document must be submitted in Tab IV of vendor’s technical proposal.
ATTACHMENT D – CONTRACT FORM

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

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

Please pay particular attention to the insurance requirements, as specified in Paragraph 16 of the embedded Contract and Attachment E, Insurance Schedule for RFP 3073.

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have double-clicked on the icon, please contact Nevada State Purchasing at srvpurch@admin.nv.gov for an emailed copy.
ATTACHMENT E – INSURANCE SCHEDULE FOR RFP 3073

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

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

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have double clicked on the icon, please contact Nevada State Purchasing at srvpurch@admin.nv.gov for an emailed copy.
INSURANCE RFP 3073
INMATE TELEPHONE SERVICES

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 "Indemnitee") 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 Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, 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
  $2,000,000
- 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. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

- Each Accident $100,000
- Disease – Each Employee $100,000
- Disease – Policy Limit $500,000

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

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.
Each Claim $1,000,000

Annual Aggregate $2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

5. Performance Security

Amount required: $1,000,000.00

a) Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the State of Nevada, only.
b) The Security shall be deposited with the contracting State agency no later than ten (10) working days following award of the Contract to Contractor.
c) Upon successful Contract completion, the security and all interest earned, if any, shall be returned to the Contractor.

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, Department of Corrections, 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 (Attention: Janet Hardy, Nevada Department of Corrections, 5500 Snyder Avenue, Carson City, Nevada 89701).

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 (Attention; Janet Hardy, Nevada Department of Corrections, 5500 Snyder Avenue, Carson City, Nevada 89701). 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 Risk Management Division or the Attorney General’s Office, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
ATTACHMENT F – REFERENCE QUESTIONNAIRE

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

<table>
<thead>
<tr>
<th>INSTRUCTIONS TO PROPOSING VENDOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Proposing vendor or vendor’s proposed subcontractor <strong>MUST</strong> complete Part A and/or Part B of the Reference Questionnaire.</td>
</tr>
<tr>
<td>2. Proposing vendor <strong>MUST</strong> send the Reference Questionnaire to <strong>EACH</strong> business reference listed for completion of Part D, Part E and Part F.</td>
</tr>
<tr>
<td>3. Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:</td>
</tr>
<tr>
<td>State of Nevada, Purchasing Division</td>
</tr>
<tr>
<td>Subject: <strong>RFP 3073</strong></td>
</tr>
<tr>
<td>Attention: <strong>Keli Hardcastle</strong></td>
</tr>
<tr>
<td>Email: <a href="mailto:rfpdocs@admin.nv.gov">rfpdocs@admin.nv.gov</a></td>
</tr>
<tr>
<td>Fax: 775-684-0188</td>
</tr>
<tr>
<td>Please reference the RFP number in the subject line of the email or on the fax.</td>
</tr>
<tr>
<td>4. The completed Reference Questionnaire <strong>MUST</strong> be received <strong>no later than 4:30 PM PT March 17, 2014.</strong></td>
</tr>
<tr>
<td>5. Business references are <strong>NOT</strong> to return the Reference Questionnaire to the Proposer (Vendor).</td>
</tr>
<tr>
<td>6. In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.</td>
</tr>
<tr>
<td>7. Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.</td>
</tr>
<tr>
<td>8. Reference Questionnaires not received, or not complete, may adversely affect the vendor’s score in the evaluation process.</td>
</tr>
</tbody>
</table>

Reference Questionnaire 3073.c

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have double clicked on the icon, please contact Nevada State Purchasing at srypurch@admin.nv.gov for an emailed copy.
BUSINESS REFERENCE'S RESPONSE TO REFERENCE QUESTIONNAIRE FOR
STATE OF NEVADA REQUEST FOR PROPOSAL (RFP) 3073
INMATE TELEPHONE SERVICES

PART A – TO BE COMPLETED BY PROPOSING VENDOR – Please type or print

Name of Company Submitting Proposal:

PART B – IF APPLICABLE, NAME OF COMPANY ACTING AS SUBCONTRACTOR
FOR VENDOR IDENTIFIED IN PART A – Please type or print

Name of Subcontractor:

PART C – BUSINESS REFERENCE INSTRUCTIONS

1. This Reference Questionnaire is being submitted to your organization for completion as a business reference for the company listed in Part A or Part B, above.

2. Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:

   State of Nevada, Purchasing Division
   Subject: RFP 3073
   Attention: Kelli Hardcastle
   Email: rfpdocs@admin.nv.gov
   Fax: 775-684-0188

   Please reference the RFP number in the subject line of the email or on the fax.

3. The completed Reference Questionnaire MUST be received no later than 4:30 PM PT March 17, 2014.

4. Do NOT return the Reference Questionnaire to the Proposer (Vendor).

5. In addition to the Reference Questionnaire, the State may contact references by phone for further clarification, if necessary.

6. Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.

7. When contacting the State, please be sure to include the RFP number listed at the top of this page.

8. We request all questions be answered. If an answer is not known please answer as “U/K”. If the question is not applicable please answer as “N/A”.

9. If you need additional space to answer a question or provide a comment, please attach additional pages. If attaching additional pages, please place your company/organization name on each page and reference the RFP # noted at the top of this page.

PART D – COMPANY PROVIDING REFERENCE – Please type or print

CONFIDENTIAL INFORMATION WHEN COMPLETED

| Company Providing Reference: |
| Contact Name: |
| Title: |
| Contact Telephone: |
| Contact Email Address: |
RATING SCALE:

Where a rating is requested and using the Rating Scale provided below, rate the following questions by noting the appropriate number for each item. Please provide any additional comments you feel would be helpful to the State regarding this contractor.

<table>
<thead>
<tr>
<th>Category</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poor or Inadequate Performance</td>
<td>0</td>
</tr>
<tr>
<td>Below Average Performance</td>
<td>1 – 3</td>
</tr>
<tr>
<td>Average Performance</td>
<td>4 – 6</td>
</tr>
<tr>
<td>Above Average Performance</td>
<td>7 – 9</td>
</tr>
<tr>
<td>Excellent Performance</td>
<td>10</td>
</tr>
</tbody>
</table>

PART E – QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

   Comments:

2. Rate the firm’s knowledge and expertise.  
   RATING:

   Comments:

3. Rate the vendor’s flexibility relative to changes in the project scope and timelines.  
   RATING:

   Comments:

4. Rate your level of satisfaction with hard copy materials produced by the vendor.  
   RATING:

   Comments:

5. Rate the dynamics/interaction between the vendor and your staff.  
   RATING:

   Comments:

6. Rate your satisfaction with the products developed by the vendor.  
   RATING:

   Comments:
7. Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. *(This pertains to delays under the control of the vendor.)*  
**RATING:**  
**Comments:**

8. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions.  
**RATING:**  
**Comments:**

9. Rate the knowledge of the vendor’s assigned staff and their ability to accomplish duties as contracted.  
**RATING:**  
**Comments:**

10. Rate the accuracy and timeliness of the vendor’s billing and/or invoices.  
**RATING:**  
**Comments:**

11. Rate the vendor’s ability to quickly and thoroughly resolve a problem related to the services provided.  
**RATING:**  
**Comments:**

12. Rate the vendor’s flexibility in meeting business requirements.  
**RATING:**  
**Comments:**

13. Rate the likelihood of your company/organization recommending this vendor to others in the future.  
**RATING:**  
**Comments:**

14. With which aspect(s) of this vendor’s services are you most satisfied?  
**Comments:**
15. With which aspect(s) of this vendor’s services are you least satisfied?

Comments:

<table>
<thead>
<tr>
<th>Comments:</th>
</tr>
</thead>
</table>

16. Would you recommend this vendor to your organization again?

Comments:

<table>
<thead>
<tr>
<th>Comments:</th>
</tr>
</thead>
</table>

**PART F – GENERAL INFORMATION:**

| During what time period did the vendor provide these services for your organization? |
|---|---|
| Month/Year: | TO: Month/Year: |
|  |  |
ATTACHMENT G – PROPOSED STAFF RESUME

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

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have double clicked on the icon, please contact Nevada State Purchasing at srypurch@admin.nv.gov for an emailed copy.
# PROPOSED STAFF RESUME FOR RFP 3073

A resume must be completed for all proposed key personnel for the prime contractor staff and proposed key personnel for the subcontractor staff.

<table>
<thead>
<tr>
<th>Company Name Submitting Proposal:</th>
<th></th>
</tr>
</thead>
</table>

Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.

<table>
<thead>
<tr>
<th>Contractor:</th>
<th>Subcontractor:</th>
</tr>
</thead>
</table>

The following information requested pertains to the individual being proposed for this project.

<table>
<thead>
<tr>
<th>Name:</th>
<th>Key Personnel: (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Classification; i.e., Project Manager, Implementation Lead, etc.

<table>
<thead>
<tr>
<th># of Years in Classification:</th>
<th># of Years with Firm:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

# BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

Insert required information here.

# RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the project, position and software/hardware used during the project engagement.

Insert here relevant experience as it relates to this project.

# EDUCATION

Information required should include: institution name, city, state, degree/achievement and date completed/received.

Insert here the requested educational information.

# CERTIFICATIONS

Information required should include: type of certification and date completed/received.

Insert here any certifications proposed individual has received.

# REFERENCES

A minimum of three (3) references are required, including name, phone number, fax number and email address.

Insert here a minimum of three (3) references with the above information.
ATTACHMENT H – STATE OF NEVADA REGISTRATION SUBSTITUTE IRS FORM W-9

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

To open the document, double click on the icon.

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