



**PURCHASING DEPARTMENT
BUSINESS CENTER SOUTH
NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)
INVITATION FOR BID NO. 5070-VK
LOCAL VOICE SERVICES**

RELEASE DATE: Friday, October 16, 2009

LAST DAY FOR QUESTIONS: Wednesday, October 28, 2009
LAST DAY FOR ADDENDA : Thursday, November 5, 2009

OPENING DATE, TIME and LOCATION: Tuesday, November 17, 2009, 3:00 P.M.
Local Time
University of Nevada, Las Vegas
4505 Maryland Parkway
Campus Services Building, Room 235
Las Vegas, NV 89154-1033

Sealed bids, subject to the terms, conditions and specifications herein stipulated and/or attached hereto, will be publicly opened as stated above. **All bids must be received on or before this date and time to be considered.** Bids may be mailed to:

University of Nevada, Las Vegas
Purchasing Department
4505 Maryland Parkway
Las Vegas, Nevada 89154-1033

Or hand delivered to the UNLV Purchasing Department located in the Campus Services Building, Room 235, on the UNLV main campus. Please go to <http://maps.unlv.edu/> to view a map of the UNLV campus. Any questions regarding this Invitation for Bid, should be faxed or e-mailed directly to:

Vincent Kethen, Purchasing Analyst
Vincent.kethen@unlv.edu
Telephone: (702) 895-2562 Fax: (702) 895-3859

<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
SECTION A: Submission Instructions	2
SECTION B: General Terms and Conditions	5
SECTION C: Purchase Order Terms & Conditions	9
SECTION D: Scope of Work/Specifications	12
SECTION E: Pricing Response Form	16
SECTION F: Bid Response Form	18
EXHIBIT A: Sample Certificate of Insurance	18a

SECTION A
SUBMISSION INSTRUCTIONS

The UNLV invites you to submit a bid on the material and/or services specified within this Invitation for Bid. Please read carefully all instructions, general terms and conditions, purchase order terms and conditions, scope of work and/or specifications, pricing response form, bid response form, sample insurance if applicable, and sample contract if applicable. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of the Invitation for Bid may result in your bid being declared non-responsive.

1. **BID PREPARATION AND SUBMISSION**

- a) Bidders are expected to examine the entire Invitation to Bid including any attachments. Failure to do so will be at the bidder's risk.
- b) If it becomes necessary to revise any part of this Invitation to Bid, a written addendum will be provided to all bidders. UNLV is not bound by any oral representations, clarifications, or changes made in the written specifications by UNLV employees, unless such clarification or change is provided to bidders in written addendum form from the Purchasing Department.
- c) Prices shall be submitted as requested in this document. When units are identified, the price for each unit bid shall be shown. All prices shall include packing unless otherwise specified. A total shall be entered in the Amount column for each item bid. In case of error in extension of price, the unit price will prevail.
- d) **Bids are to be submitted on the pricing response form provided or true copies thereof** and must be manually signed with indelible ink pen. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the bid. Bidders shall include with their bid forms the necessary documents or attachments as required in this document. **All figures must be written in ink or typewritten.** If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
- e) Each bid, acknowledging all addenda issued must be sealed and submitted in an envelope with the pricing and bid response form and **MUST** indicate the name of the bidder, bid number, title as listed on the first page of the Invitation to Bid, and date and time of opening on the outside of the envelope. **Telegraph, facsimile, email or telephone bids will not be considered.**
- f) No responsibility will attach to the UNLV or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a bid not properly addressed and identified.
- g) Alterations, modifications or variations may not be considered unless authorized by this document or by an addendum.
- h) When not otherwise specified, bidder must definitely state time of proposed delivery. Days must be calculated in consecutive calendar days.
- i) All equipment or supplies shall be new, and of the manufacturer's current model unless specified herein.
- j) Any irregularities or lack of clarity in the invitation should be brought to the attention of the Purchasing Department, as soon as possible so an addendum may be furnished to all bidders.
- k) Altering the invitation and bid form may render the bid null and void.

Bid # 5070-VK

- l) Provide a minimum of three (3) client references that are similar in size and scope of the University and whose usage requirements are similar to those specified herein. References shall include the following:

Name and location
Name and title of contact
Telephone number of contact
E mail address (if available)

Furnishing incorrect or incomplete reference information may lead to Offeror's elimination from consideration for award. The decision to eliminate an Offeror from consideration for poor Reference checks, or incorrect and/or incomplete reference information shall be at the Discretion of UNLV and shall not be subject to appeal.

2. BRAND NAME (OR EQUAL) TO ESTABLISH STANDARD (if applicable)

- a) Unless stated otherwise within this bid, wherever in the Invitation any item required to be furnished is mentioned by a brand name or a manufacturer's name is given, it is intended to establish a standard of quality or type of material desired and not to restrict the use of other materials which are of equal quality or type. Bidders who do not specify a different manufacturer or number will be required to furnish items exactly as specified.
- b) If the specifications of each item you are bidding are the same as those stated in the bid, write in "AS SPECIFIED" where it states "STATE MANUFACTURER". If the specifications of the item you are bidding are similar to or equal to but not identical, list the name of the manufacturer and the item's model or stock number. **IF A SUBSTITUTE ITEM IS BID, TWO (2) COPIES OF COMPLETE SPECIFICATIONS OF THE SUBSTITUTE ITEM SHOULD ACCOMPANY THE BID. THIS IS NECESSARY IN ORDER TO HAVE YOUR SUBSTITUTE ITEM CONSIDERED. THE UNLV TAKES NO RESPONSIBILITY IN EVALUATING YOUR SUBSTITUTE ITEM IF THE SPECIFICATIONS ARE NOT INCLUDED.**
- c) UNLV alone shall determine if a substitute item is equal to what was requested and the decision will be final.
- d) UNLV reserves the right to consider bids not in exact accordance with the specifications.

3. DISCLOSURE RESTRICTIONS

- a) The contents of your bid or other information submitted to the UNLV are subject to public release, upon request, after the Contract award.
- b) The Bidder shall mark as "proprietary" those parts of its bid that it deems confidential and proprietary. However, the Bidder is alerted that this marking is advisory only and not binding on the UNLV. If there is a request from the public to inspect any part of the bid so marked, the UNLV will advise the Bidder and request further justification in support of the "proprietary" marking. **Prices are not considered proprietary and should not be marked as so.** If the UNLV determines, after receipt of the justification, that the material is releasable, the Bidder will be notified.

4. LATE BIDS

Formal, advertised bids indicate a time by which the bids must be received in the Purchasing Department. Bids received after that time will be rejected or returned unopened upon request by, and at the expense of the bidder. Bidder is responsible for ensuring third party deliveries arrive at the time and place as indicated in this document.

5. **PUBLIC OPENING OF BIDS**

Bids will be opened and read publicly at the time and place indicated in the Invitation to Bid. Prospective bidders, their authorized agents and other interested parties are invited to be present. The total sum read shall be subject to the provisions of determination of the lowest bid as outlined under the "Award of Contract" paragraph. Information read is subject to verification.

6. **WITHDRAWAL OF BID**

Any prospective bidder may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Department in writing, or presents themselves in person with proper identification to the Purchasing Department and verbally requests the bid be withdrawn and signs for its receipt.

SECTION B
GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE PERIOD**

The Bidder agrees to a minimum of 90 calendar day acceptance period from the date of public opening.

2. **APPROPRIATIONS**

The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by UNLV for the performance of this Contract. If sufficient appropriations and authorizations are not made by UNLV, this Contract shall terminate, without penalty, upon written notice being given by UNLV to the Contractor. UNLV's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

3. **AWARD OF CONTRACT**

- a) Award shall be made to the lowest responsive and responsible bidder, all in the best interests of the requesting department and the UNLV.
- b) UNLV may accept any item or group of items of any bids unless the bidder qualifies his bid by specific limitations.
- c) UNLV reserves the right to award by item, groups of items, or all items, or to reject any and all bids in whole or in part, and to waive minor irregularities and omissions, whereby the best interests of the UNLV would be served.
- d) The UNLV will make award of this solicitation to one vendor.
- e) A signed purchase order mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
- f) If after the award of an item or items has been made to a bidder and a purchase order is issued to that bidder for the item or items awarded; the bidder fails to furnish the items as listed on the purchase order, that bidder may be removed from our bidder list for a period of one year.

4. **COMPLIANCE**

Bidders are required to comply with all OSHA, EPA, ADA and other relevant state and federal standards, codes and regulations that may apply.

5. **CONFIDENTIAL TREATMENT OF INFORMATION**

Bidders shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this bid.

6. **CONFLICT OF INTEREST**

Persons or firms submitting an offer on this Invitation are certifying that they have had no contact with an employee or member of the NSHE in any manner which would give that company or person submitting such an offer, any advantage over any other company or person submitting an offer. Employees and members of the NSHE shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to

Bid # 5070-VK

the public. A violation of any of the above shall be just cause for rejection of that particular offer without further consideration.

7. DEFAULT OF CONTRACT

In case of default of the contractor, the UNLV may procure the articles or services from the other sources and hold the contractor responsible for any excess cost occasioned thereby; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at the proper reduction in price.

8. DISQUALIFICATION OF BIDDERS

Bidders may be disqualified and rejection of bids may be recommended by the Purchasing Department for any of (but not limited to) the following causes:

- a) Failure to use the bid form furnished by the UNLV.
- b) Lack of signature by an authorized representative on the bid form.
- c) Failure to properly complete the bid.
- d) Evidence of collusion among bidders.
- e) Unauthorized alteration of bid form.
- f) Failure to submit requested documents required in bid terms, conditions and specifications.
- g) Failure to furnish proof of receipt of any addendum pertaining to that particular bid project.
- h) Any bidder who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular firm.
- i) The UNLV reserves the right to waive any minor informality or irregularity.

9. FAILURE TO FURNISH AT SPECIFIED PRICE

If a successful bidder fails to furnish any item at the price specified in the bid, whether such failure is due to a mistake of fact by the bidder or any other reason, the Director of Purchasing UNLV, may cause the name of such bidder to be removed from the list containing the names of prospective bidders to whom invitations for bids are mailed, for such period of time, not exceeding 1 year or less than 6 months, or the payment of a penalty of 5 percent of total bid price of all items on which bid was submitted, as the Director of Purchasing may determine.

10. FREIGHT TERMS (if applicable)

- a) Bidder must ship using UNLV FED EX account number 178406531. For instruction go to www.unlv.edu/depts/delivery/fedex/index.html.
- b) Any bid submitted with alternate shipping terms other than as stated above may be cause for disqualification of the bid.

11. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

12. **PAYMENT TERMS**

Payments shall be made within thirty days of acceptance of the related invoice, unless otherwise stated. Should the acceptance of such invoices be in doubt, the successful bidder shall not be due any interest or penalty on any unpaid amounts.

13. **PROMPT PAYMENT DISCOUNTS**

The offered discount of a successful bidder will not form a part of the award evaluation. In connection with any discount offered, time will be computed from the date of delivery of the equipment or supplies at destination or from the date the correct invoice is received by UNLV, whichever is later. Payment is deemed to be made for the purpose of earning the discount the date the UNLV check is mailed.

14. **PROTESTS**

Any bidder, offeror or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. The protest must be submitted in writing to the Director of Purchasing, within seven (7) days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Director of Purchasing will promptly issue a decision in writing to the Protester. If the Protester wishes to appeal the decision rendered by the Director of Purchasing, such appeal must be made in writing to the Senior Vice President for Finance & Business, UNLV. The decision of the Senior Vice President for Finance & Business will be final. The Senior Vice President for Finance & Business need not consider protests unless this procedure is followed.

15. **SAMPLES**

Bidders may be required to furnish a sample of the product being bid after the bid opening for further evaluation. Bidders will be responsible for any charges involved in shipping and picking up their samples.

16. **SMALL BUSINESS CONCERNS**

- a) Minority business concerns will be afforded full opportunity to submit bids in response to this Invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

DEFINITIONS AND REQUIREMENTS

(1) Minority Owned Business Enterprise (MBE)

An independent business which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of African American, Hispanic American, Asian-Pacific American, or Native American ethnicity.

(2) Women Owned Business Enterprise (WBE)

An independent business which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

(3) Disabled Owned Business Enterprise (DBE)

Bid # 5070-VK

An independent business which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

(4) Veteran/Disabled Veteran Business Enterprise (VDBE)

An independent business which performs a commercially useful function and is at least 51% owned and controlled by one or more veterans/disabled veterans who have served in the active military and discharged under conditions other than dishonorable.

(5) Small Business Enterprise (SBE)

An independent business which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

- b) All bidders, by signing this bid, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

17. SUSTAINABILITY

- a) A key focus of the UNLV is to minimize the impact the procurement of goods and services has on the local environment. UNLV is committed to sustainable economic, social, and environmental practices in all operations which the UNLV is involved. It is important that bidders share this commitment as well. Therefore, sustainable goods and services should be offered whenever available and specifically when required in the bidding documents.
- b) The UNLV may request the successful bidder to provide reports related to sustainability on all goods and services provided under this bid. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by UNLV.
- c) All electronic equipment the UNLV purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve the University's energy and financial performance while distinguishing our institution as an environmental leader.

18. TAXES, LICENSES AND PERMITS

It is the bidder's responsibility for securing all required licenses, permits and insurance necessary for the proper execution and completion of the work involved. The UNLV is exempted from paying state, local and federal excise taxes.

SECTION C

PURCHASE ORDER TERMS AND CONDITIONS

1. **ADDITIONS/CHANGES**

No extra work, additions, alterations, including changes in price will be paid by NSHE/BCS unless agreed to and performed pursuant to and in accordance with a written revision to the order.

2. **CANCELLATIONS**

NSHE/BCS reserves the right to cancel this order without cause at any time. An equitable adjustment in price and/or delivery schedule will be negotiated for products completed or in process at the time of the cancellation, but in no event shall NSHE/BCS be required to pay more than Seller's actual cost of labor and supplies consumed to the point of cancellation.

3. **CONFLICTING TERMS**

The above terms and conditions may only be modified by NSHE/BCS with the exception of clauses which may be in conflict with any bid, proposal or contract pertaining to this project. Bid, proposal or contract terms and conditions will take precedence.

4. **DEBARMENT/SUSPENSION STATUS**

The bidder/contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.

5. **DELIVERY**

Delivery must be made within the time stated and only to the destination stated on this order. If Seller fails to deliver on time, NSHE/BCS reserves the right to purchase elsewhere, and may reject goods and services not delivered or furnished on the date specified on this order.

6. **GOVERNING LAW**

Seller agrees that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this order. Any and all disputes arising out of or in connection with the order shall be litigated only in the 8th Judicial District Court in and for Clark County, State of Nevada, and Seller hereby expressly consents to the jurisdiction of said court.

7. **HAZARDOUS MATERIALS**

Sellers furnishing supplies which contain hazardous materials must label each container listing the identity of such material. Each carton or package must also be identified on the outside with the appropriate hazard warning. Seller must furnish the necessary MSDS for each chemical, substance or product listed on this order. The Purchase Order Number must appear on all MSDS material pertaining thereto.

8. **INDEMNIFICATION**

Seller, shall indemnify, defend and hold harmless NSHE/BCS from and against any and all liabilities, claims, losses, lawsuits, judgments and or expenses, including attorney fees, arising either directly or

Indirectly from any act or failure to act by the Seller or any of its officers, employees and agents, which may occur during or which may arise out of the performance of this order.

9. **INSURANCE**

All Seller's performing work on NSHE/BCS premises are required to provide evidence of coverage for Worker's Compensation and General Liability; Automobile Liability and Professional Liability if applicable all in the minimum limits as required.

10. **INVOICES**

Submit invoice(s) as instructed on the face hereof immediately upon delivery or completion of order. The purchase order number must be referenced on the invoice.

11. **NON-DISCRIMINATION**

The Seller shall not employ or contract with any firm or organization that is unfit or unskilled in the work to be performed. He shall not discriminate or allow discrimination against any employee or applicant for employment because of sex, sexual orientation, religion, age, disability, race, color, creed, or national origin. He shall comply with and shall require his/her Subcontractors to comply with the applicable provisions of Title 28 and Title 53 of the Nevada Revised Statutes.

12. **PRICE WARRANTY**

Seller warrants that the price(s) for the items or services sold hereunder are not less favorable than those extended to any other customer (whether government or commercial) for the same or similar items or services in similar quantities. In the event the Seller reduces its price(s) for such items or services during the term of this order, Seller agrees to reduce the price(s) hereof accordingly. Seller warrants that price(s) shown on this order shall be complete and no additional charges of any type shall be added without express written consent from NSHE/BCS.

13. **PROMPT PAYMENT DISCOUNT**

Seller's prompt payment discount is to be calculated from date of receipt of shipment, completion of services or date of receipt of correct invoice, whichever is later.

14. **PURCHASE ORDER NUMBERS**

NSHE/BCS purchase order numbers must appear on all packing slips, shipping documents, labels, and invoices.

15. **QUANTITY AND QUALITY**

The quantity term stated on this order shall be complied with strictly, as stated. The Seller warrants that all goods, materials, or work furnished are of reasonable average quality and would meet such a standard of description in the trade.

16. **STANDARDS AND REGULATIONS – FEDERAL AND STATE**

In performance of the order, Seller shall comply with all federal, state and local laws, rules, ordinances and regulations, and all materials and work or services furnished hereunder shall be produced or furnished in full and complete compliance therewith.

17. **TAX EXEMPTION**

NSHE/BCS is exempt from Nevada State sales tax as provided by Nevada Revised Statutes 372.325 and 374.330. The NSHE State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

18. **TERMINATION FOR DEFAULT**

In the event of the Seller's default hereunder, NSHE/BCS may exercise any or all legal rights available, both at law or in equity. The prevailing party shall be entitled to attorneys' fees and costs. A breach or default may be declared with or without termination. The Seller's obligations that by their terms would ordinarily be expected to survive a termination or an order will survive indefinitely.

19. **WARRANTY**

Seller expressly warrants that all items or services covered by this order will conform to the drawings, specifications or samples (if any) or other description furnished by NSHE/BCS. All items or services will be fit and sufficient for the purpose intended as an implied warranty of merchantability.

SECTION D

SCOPE OF WORK/SPECIFICATIONS

INTRODUCTION:

The University of Nevada, Las Vegas, Department of Telecommunications, is soliciting bids for Local Voice services for the UNLV main campus and satellite campus locations located within LATA 721 in the southern portion of the State. The University of Nevada, Las Vegas, currently receives the services listed below from Embarq.

The intent of the Invitation for bid (IFB) is to obtain the most cost-effective Local Voice Services listed below for the geographical areas currently served by Embarq. The successful bidder must offer services to the University of Nevada, Las Vegas main campus and all current and future satellite locations located in LATA 721.

Services to be included in this bid, but are not limited to: Direct Inward Dialing Capability/Direct Outward Dialing, Directory Services, ISDN, DSL, Dedicated Circuits, and Session Initiation Protocol (SIP) Trunking.

The cost of any initial installation replacement of existing lines/circuits by bidders will be the responsibility of the bidders as part of doing business with the University. One-time installation charges for new service must be a part of bidders' response and included in the cost section.

As part of this Bid, Vendors are required to have capability to PIC to the University's designated long distance carrier's network for intraLATA, interLATA, interstate and international switched or dedicated long distance services and they must be restricted from PIC charge. In the event that any calls are billed by any entity other than the University's long distance carrier, the difference in price shall be the responsibility of the Vendors. Vendors must disclose any restrictions, limitations or other situations that may prohibit this PIC capability. If there are any additional costs to provide this arrangement, Vendors must explain and identify those cost in the cost section.

1 Direct Inward Dialing/Direct Outward Dialing Capability

- 1.1 Vendor must provide digital capabilities that provide DID, DOD and 2-way trunk services to premise switches.
- 1.2 Vendors must specify incremental blocks of DID numbers available with DID trunk services.
- 1.3 Awarded Vendors must provide DID/DOD capability 24 hours a day, 365 days a year. Access to the University's outbound facilities (DOD) should not exceed 1% based on total busy hour blockage/total hour attempts.
- 1.4 The Awarded Vendors must provide for total security of information and services provided. This must include holding all databases and call records as confidential.
- 1.5 Other dialing restrictions required by the University include, but are not limited to; calls to 900/976 numbers, access to other carriers (1010xxx) and any class features offered on a charge per use basis. Other screening that is available within the Vendors' network must be provided to prevent any unauthorized charges to the University. The Awarded Vendors must credit any unauthorized charges associated with local services to the University. The Awarded Vendors must provide systems to ensure that orders for moves, changes, additions and deletions to local services will be accepted only from individuals authorized by the University.
- 1.6 At no point will UNLV authorize or accept third party charges, commonly referred to as "cramming," regardless of the actions of its employees or students. UNLV is a member of the Nevada System of

Bid # 5070-VK

Higher Education (NSHE), which is governed by the policies of the NSHE Board of Regents Handbook, which prohibit the authorization of third party service charges for both business as well as personal use on institutional equipment.

2. Directory Services

- 2.1 Directory assistance service must be provided to include requests for all domestic locations to the extent that listings are available. Directory Assistance Call Completion Service must not be allowed unless it is provided without charge.
- 2.2 Awarded Vendors must publish a directory listing in the White page directory of the most commonly used LEC in the respective service area. Any cost associated must be provided in the pricing response section.
- 2.3 Awarded Vendors must provide 24 hours a day directory assistance for those geographical areas where those services are provided.

3. Management Reports

- 3.1 The Awarded Vendors shall be responsible for all aspects of service, quality, reliability, interconnectivity, and interoperability of the services offered. The Awarded Vendors must provide at no cost to the University, a quarterly written report that details:
 - A. The percentage blocking of the University's access facilities for all requested locations.
 - B. Percent availability of all required services and features at requested locations.
 - C. Dedicated circuit outages to include circuit description, down time, repair time, reason for failure, and corrective action to prevent reoccurrence.
 - D. Switched service outages at requested locations to include facilities description, down time, repair time, reason for failure, and corrective action to prevent reoccurrence.
- 3.2 Busy studies, when requested, must be provided to the University within 15 business days of the last day of the study. In lieu of a written report, the University prefers on-line retrieval via the Internet within 48 hours. Any charges associated with this service must be included in the pricing response section.
- 3.3 Vendors must describe all standard reports and any special reports available to the University for Local Services including quarterly inventories of all local services provided.

4. TRANSPORT SERVICES

- 4.1 The University requires the vendor to be able to provide ISDN service.
- 4.2 The University requires the vendor to be able to provide SIP Trunking service.
- 4.3 The University requires the vendor to be able to provide DSL service at a minimum of 1.5 Mbs download and 512Kbs upload.
- 4.4 T1 access lines should be provided and configured as applicable for ESF, and B8ZS framing formats. Configuration will be specified for each application. Some T1 circuits may terminate in alternative access terminating equipment provided by the University including but not limited to ATM, fiber termination and other viable access technologies.
- 4.5 The University requires the availability of leased dedicated lines (such as T-1's, a DS-3, and an Optical Carrier), that may or may not be conditioned, installed between two or more points and carries signaling and information totally provided by the University; include Ethernet and Dark Fiber.

5. SUPPORT

- 5.1 In the event the University experiences trouble when using Vendors' network of services, explain the procedure for reporting trouble. From the initial contact by the University, describe the steps taken within Vendors' organization to resolve trouble conditions, representative elapsed times for each step and how the University is kept informed of progress. Provide mean time to repair (MTTR) data and specify whether or not such data is audited by any regulatory agency.
- 5.2 Vendors must provide an escalation procedure and contact list to be used for unresolved troubles, including names, titles, and phone numbers of contact persons in the escalation chain. Major service affecting problems that are not resolved within two hours of the time of notification of trouble will constitute a prolonged outage and will be escalated.
- 5.3 For trouble isolation involving multiple interfaces between the IXC and LEC/CLEC equipment where no particular fault can be determined to be a specific vendor issue prior to repair, the problem must be resolved without charge to the University.
- 5.4 The Awarded Vendors must be responsible for determining the cause for service outages and providing that determination to the University at no cost. Those troubles that are determined to be the result of the LEC/CLEC facilities failure must be repaired without cost to the University. Specifically, in the event the failure is determined to be on the customer side of the demarcation point, the University must not be charged for such failure determination.
- 5.5 Vendors must describe and provide documentation showing typical repair times by service type on historical information.
- 5.6 Awarded Vendors must provide the following service:
 - A. Outages must be corrected and fixed within 24 hours of occurrence.
 - B. Awarded vendors must update the University agency or customer covered by this IFB within 2 hours of an outage.

6. TRANSITION PLAN

- 6.1 Vendors shall submit as a part of their response a preliminary implementation plan. This plan should consist of a step-by-step enunciation and listing of all steps necessary to install/cutover the requested "local services" products and services from the point of receiving a request to the point of advising the University that these services are ready for acceptance by the University. The plan must include survey, engineering, installation, cutover, and the like. Additionally, the plan must include ID circuit number end locations, new replacement circuits, end-to-end tests, test "monitor circuit", disconnect orders and billing department change notifications.

7. LIQUIDATED DAMAGES

- 7.1 If the amount of downtime experienced by the University is unsatisfactory or not timely made as stated in 7.4, without waiver of the right to declare a termination and other remedies, awarded vendor may be required to pay a liquidated damage retroactive to the original notice date it is corrected.
- 7.2 The liquidated damages shall be deducted from the awarded vendor's next invoice or may be billed to the awarded vendor directly.
- 7.3 If the awarded vendor fails to meet the contract requirements, within the time specified, or within such additional time as may be granted by the formal action of the University, the awarded vendor shall pay to the University liquidated damages.

Bid # 5070-VK

7.4 Liquidated damages are calculated at:

Request	Support Request (Repair Ticket)	Major Outage
Acknowledge the Request	Voice, Immediately	Voice, Immediately Ticket Number
Respond	Voice, 1 hour	Voice, 1 hour
First Report	Voice, 2 hours	Voice, 1.5 hours
Progress Report(s)	Voice, 5 hours	Voice, hourly
Resolution Report	Written, 10 Hours	Written, 4 hours
Liquidated Damages	\$60/day	\$2500/outage/day

SECTION E

PRICING RESPONSE FORM

All fields must be completed. Use NC for no charge. Any field left blank will be assumed to be no charge to the University.

Note: The University has approximately 16,000 DID numbers.

Item	One Time Installation Cost	Cost for Each Additional Item on Same Order	Recurring Monthly Cost
Service Order			
Line Connection or CO Charge			
Premise Visit Charge			
1 Flat Business Line			
1FB Multiple Line Hunt Group			
Combination Trunk (2-way)			
ISDN PRI Circuit (2-way) (23B+D)			
D Channel Backup			
Channelized T-1 (2 way)			
DSL			
Call Forwarding Feature (1FB)			
Block of 20 DID numbers			
Block of 50 DID			
Block of 100 DID numbers			
Block of 1,000 DID numbers			
Block of 10,000 DID numbers			
Directory Assistance-Local-2 free			
Directory assistance- National			
TOTALS			

Bid # 5070-VK

Use the following estimated annual usages for the above cost table.

Product	Qty
Block of 100	60
Additional Block of 50	111
Additional Block of 100	69
Block of 100	1
Special Calling Card #	1
Total DID's	242
PBX/PBAX Acces Trunk	4
Block 3rd Party and Collect Calls	1
Intercept Plus	2
Additional Directory Listings	362
Block 3rd/Billed Collect	2
Centrex IBN Basic Charge	1
Collect Call Block	1
Cross Reference Directory Listings	18
DID Trunk Equipment	4
Extra Line Reference Listing	22
ISDN PRI's	14
ISDN PRI Channel	58
2B Channel Transfer	12
ISDN Voice/Data Channel	16
Shared Service Directory Listing	4
Miscellaneous Total	521

Quantities are estimates only and are not guaranteed.

SECTION F
BID RESPONSE FORM

ACKNOWLEDGMENT OF ADDENDA:

The undersigned acknowledges receipt of the following addenda:

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

The undersigned, as an authorized representative for the Company named below, acknowledges that he/she has examined this Request for Bid including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein and at the prices stated.

COMPANY NAME: _____

SIGNATURE: _____ DATE: _____

PRINTED NAME AND TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO.: _____ FAX NO.: _____

E-MAIL ADDRESS: _____ FEDERAL TAX ID NO: _____

Please check the appropriate box below all in accordance with Section B – General Terms & Conditions.

MINORITY BUSINESS TYPE:

- | | | | |
|---|--------------------------|--|--------------------------|
| Minority Business Enterprise | <input type="checkbox"/> | Women-Owned Business Enterprise | <input type="checkbox"/> |
| Physically Challenged Business Enterprise | <input type="checkbox"/> | Veteran/Disabled Veteran Business Enterprise | <input type="checkbox"/> |
| Small Business Enterprise | <input type="checkbox"/> | Not Applicable | <input type="checkbox"/> |

DEBARMENT/SUSPENSION STATUS

1. The bidder/contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.
2. The bidder/contractor agrees to provide immediate notice to UNLV's Purchasing department in the event of being suspended, debarred or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposed debarment that is received after the submission of this bid but prior to the award of the purchase order/contract.

EXCEPTIONS

Any exceptions to any of the specifications or requirements of this bid shall be noted in writing, and attached to the bid when submitted. By taking exceptions and clearly stating them in writing on a separate sheet of paper headed "EXCEPTIONS", and by offering alternates to replace the excepted requirements, the bidder may still compete in the bidding. However, the UNLV Purchasing Department shall be the sole judge of the acceptance or rejection of any exceptions.

Are there exceptions to this bid? YES _____ NO _____

LIST OF SUBCONTRACTOR(S) (if applicable)

Subcontractor Name: _____

Contact Person _____ Telephone Number _____

Description of Work _____