



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

515 East Musser Street, Suite 300 | Carson City, NV 89701
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Request for Proposal: 11DIDS-S1139

For

RURAL NEVADA SPECIFIC WEIGHTED CASELOAD STUDY

Release Date: 05/01/2020

Deadline for Submission and Opening Date and Time: 06/10/2020 @ 2:00 PM

Refer to Section 7, RFP Timeline for the complete RFP schedule

For additional information, please contact:

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Refer to Section 8 for instructions on submitting proposals

VENDOR INFORMATION SHEET FOR RFP 11DIDS-S1139

Vendor Shall:

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V3 shall be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Section III of the Technical Proposal.

V1	Company Name

Company Address		
V2	Street Address:	
	City, State, Zip Code:	

Telephone Numbers				
		Area Code	Number	Extension
V3	Telephone:			
	Fax:			
	Toll Free:			

<i>Contact Person for Questions / Contract Negotiations, including address if different than above</i>	
V4	Name:
	Title:
	Address:
	Email Address:
	Telephone Number:
	Fax:

<i>Name of Individual Authorized to Bind the Organization</i>	
V5	Name:
	Title:

<i>Signature (Individual shall be legally authorized to bind the vendor per NRS 333.337)</i>		
V6	Signature:	Date:

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Prospective vendors are advised to review Nevada’s ethical standards requirements, including but not limited to NRS 281A, NRS 333.800, and NAC 333.155.

All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: www.leg.state.nv.us/law1.cfm.

1. PROJECT OVERVIEW

The State of Nevada Purchasing Division, on behalf of the Department of Indigent Defense Services (DIDS) is requesting proposals from qualified vendors to assist DIDS in determining the appropriate numerical caseload/workload standards for providers of indigent legal representation in the rural counties of the state of Nevada.

DIDS seeks to procure the services of a vendor to conduct a study, to be performed in consultation with DIDS, which can be used as a basis for stipulating numerical caseload/workload standards for rural Nevada indigent defense providers. The selected vendor will work in consultation with DIDS at all stages of the study, including the conduct of the study itself. The study must result in the production of recommended caseload standards for rural indigent defense providers that accounts for (a) variation in counties and courts, (b) variation in delivery models, and (c) the variation in distance between courts.

DIDS requests proposals from qualified vendors which may include, but are not limited to, private sector firms, not-for-profit organizations, and public or private institutions such as universities or colleges with expertise in conducting research like research described in later sections of this RFP.

Anticipated Start Date: Start August 31, 2020 with a must be completed by date of June 30, 2021.

Agency Responsible for administering the project: The Department of Indigent Defense Services (DIDS)

1.1 GOALS AND OBJECTIVES

High level goals and objectives of the project are that vendors will be expected to produce the following:

- 1.1.1 The appropriate numerical caseload/workload standards for each provider of mandated representation, whether public defender, assigned counsel program, or contract defender.
- 1.1.2 Recommendations for the means by which those standards will be implemented, monitored, and enforced on an ongoing basis, consistent with NRS 180.
- 1.1.3 An accessible template by which courts, counties, defense providers, or other stakeholders can determine the number of additional attorneys, investigators, and other non-attorney staff, as well as the amount of other necessary in-kind resources, to comply with the caseload/workload standards.

1.2 GENERAL INFORMATION/COMMENTS

1.2.1 Motivation for the Project

In 2019, the Nevada Legislature established the Board of Indigent Defense Services (BIDS) and the Department of Indigent Defense Services (DIDS) through AB81, now codified in NRS 180. Among other things, BIDS has been tasked with establishing guidelines to be used to determine the maximum caseloads for attorneys who provide indigent defense services.

BIDS and DIDS are responsible for improving the representation of indigent defendants through several steps. First, BIDS must establish minimum standards and regulations for the delivery of indigent defense services to ensure that such services meet the constitutional requirements and do not create any type of economic disincentive or impair the ability of the defense attorney to provide effective representation. After the regulations are imposed, DIDS must oversee the rural indigent defense attorneys to ensure that the minimum standards and regulations set forth by BIDS are being followed. In addition, DIDS helps local systems in their compliance with the minimum standards by creating a formula for determining the maximum amount that a county may be required to pay for the provision of indigent defense services.

The standards and regulations are currently in development. However, DIDS and BIDS are moving ahead ambitiously and believes that a weighted caseload study setting forth indigent defense caseload standards is a critical step in BIDS' efforts to provide a statewide framework for quality legal representation.

The results of the weighted caseload study will be used to create a caseload standard for rural indigent defense attorneys in Nevada.

1.2.2 The Structure of Nevada's Indigent Defense System

Nevada is composed of 17 counties. Until this point, counties and courts have received very little state-level oversight with regards to indigent defense practices. With indigent defense historically funded at the county-level, each county has made independent decisions about the structure and delivery of its indigent defense services.

Carson City and Storey County, alone among the rural jurisdictions, use the Nevada State Public Defender's office to provide primary (but not conflict) representation. Only the three rural counties of Elko, Humboldt, and Pershing have a county funded and administered public defender office, furnished and equipped at government expense and staffed by full-time government employees who receive a salary and benefits. Churchill, Douglas, Esmeralda, Eureka, Lander, Lincoln, Lyon, Mineral, Nye, and White Pine counties instead provide right to counsel services by contracting with private attorneys. Each county sets forth its own compensation mechanisms. Cities receive almost no direction at all from the state about how to provide representation to indigent defendants charged in the municipal courts with misdemeanors that carry possible jail sentences. There are four free-standing municipal courts in all the 15 rural counties combined: Fallon Municipal Court within Churchill County;

Fernley Municipal Court and Yerington Municipal Court within Lyon County; and Ely Municipal Court within White Pine County.

The variation across courts in delivery systems and payment schemes offers critical motivation for a weighted caseload study that can provide meaningful and objective standards for quality representation across the state. For more information on the structure of Nevada's trial courts, please see the Annual Report of the Nevada Judiciary at https://nvcourts.gov/Supreme/Reports/Annual_Reports/2019_Annual_Report/

1.2.3 Previous Caseload Studies

Studies in states including Texas, Missouri, Massachusetts, Louisiana and Michigan have recently addressed the best ways to develop caseload standards. These studies were based on empirical research, took account of their unique state-level legal frameworks, and drew upon the expertise of local defenders and other stakeholders. While the details of any particular study may differ from what is required in this RFP, they may provide bidders with guidance when completing the study defined in this RFP.

These studies often involve two phases. The first phase begins with timekeeping where defenders track in detail their work, which allows the researchers to quantify how much time defenders put into specified activities in different classes of case. In other words, this first phase answers the question, "*What is?*" The second phase convenes a meeting of experts and key stakeholders, commonly called a Delphi Panel, which is tasked with developing recommendations for the final caseload standards, and, pursuant to Delphi principles, participate in a series of iterative discussions whereby meeting members are repeatedly polled until they reach consensus on ideal caseload limits. The second phase answers the question, "*What should be?*"

As BIDS/DIDS were only recently established, there will likely be a necessity for obtaining extensive information about local indigent defense systems at the county, city/town, and court level. This can be accomplished with an on-line survey that can serve as a benchmark foundation for various efforts by the indigent defense authority going forward in its mandated responsibilities.

DIDS is requesting proposals, solutions, and concepts for a weighted caseload study to be used to create a caseload standard for indigent defense attorneys in the rural counties of the State of Nevada.

As part of your response to this RFP, please feel free to include any additional comments or suggestions your company believes would be helpful to the DIDS. However, generic marketing brochures, marketing resumes, and other non-project specific materials may be discarded without consideration and are not encouraged.

2. SCOPE OF WORK

The Scope of Work (SOW) details the services requested. Vendors with comments/suggestions may use track changes and submit this document with their response.

Vendors on this RFP may plan a study drawing on some version of the two phases mentioned above, although DIDS is also interested in new and innovative approaches. Vendors should be aware that while the studies performed by other states or prior to the issuance of this RFP may provide insight into the area being studied or the methodologies used, they should not unduly direct or influence the conduct of the study to be completed as a result of this procurement. DIDS is requesting proposals for a new, empirically based, methodologically sound, and objective study of appropriate caseload/workload standards in the rural counties of the state of Nevada.

Given the diversity of Nevada counties and courts, bidders will be expected to identify a strategy in their proposal for selecting a representative sample of rural counties and courts in which to conduct the caseload study. **This study excludes Clark and Washoe counties.** Study sites should be selected to represent the full range of rural counties and courts in Nevada.

Through the study, vendors will be expected to produce the following:

- 2.1.1 The appropriate numerical caseload/workload standards for each provider of mandated representation, whether public defender, assigned counsel, or contract defender.
- 2.1.2 Recommendations for the means by which those standards will be implemented, monitored, and enforced on an ongoing basis, consistent with NRS 180.
- 2.1.3 An accessible template by which courts, counties, defense providers, or other stakeholders can determine the number of additional attorneys, investigators, and other non-attorney staff, as well as the amount of other necessary in-kind resources, to comply with the caseload/workload standards.

In doing so, Vendors will be expected to develop, in collaboration with the DIDS, a complete list of all relevant categories of cases that may be handled by the attorneys in question. Vendors will also be expected to consider:

- 2.1.4 The qualifications and experiences of the attorneys
- 2.1.5 The distance between courts and attorney offices
- 2.1.6 The time needed to interview clients and witnesses, considering travel time and location of confidential interview facilities
- 2.1.7 Whether attorneys work on a part-time basis
- 2.1.8 Whether attorneys exercise supervisory responsibilities
- 2.1.9 Whether attorneys are supervised

- 2.1.10 Whether attorneys have access to adequate staff investigators, other non-attorney staff, and in-kind resources.

Vendors should be prepared to assess attorney time required in activities including the following:

- 2.1.11 Client communication
- 2.1.12 Meetings and negotiations with opposing counsel or other officials
- 2.1.13 Requesting, receiving, and reviewing discovery materials
- 2.1.14 Investigation of the facts of the case
- 2.1.15 Research into the law and legal issues in the case
- 2.1.16 Drafting of pleadings, motions, or correspondence
- 2.1.17 Preparation for trial
- 2.1.18 Time spent in court
- 2.1.19 Identifying and addressing collateral consequences
- 2.1.20 Sentencing research and advocacy
- 2.1.21 Administrative tasks
- 2.1.22 Non case-specific tasks such as traveling, waiting in court, training, supervision, or vacation.

3. COMPANY BACKGROUND

3.1 VENDOR INFORMATION

- 3.1.1 Vendors shall provide a company profile in the table format below.

Question	
Company name:	
Ownership (sole proprietor, partnership, etc.):	
State of incorporation:	
Date of incorporation:	
# of years in business:	
List of top officers:	
Location of company headquarters, to include City and State:	
Location(s) of the office that shall provide the services described in this RFP:	

Question	Response
Number of employees locally with the expertise to support the requirements identified in this RFP:	
Number of employees nationally with the expertise to support the requirements in this RFP:	
Location(s) from which employees shall be assigned for this project:	

- 3.1.2 Pursuant to NRS 333.3354, the State of Nevada awards a five percent (5%) preference to a vendor certifying that its principal place of business is in Nevada. The term ‘principal place of business’ has the meaning outlined by the United States Supreme Court in Hertz Corp v. Friend, 559 U.S. 77 (2010), typically meaning a company’s corporate headquarters. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis. To claim this preference a business must submit a letter with its proposal showing that it qualifies for the preference.
- 3.1.3 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state shall 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.
- 3.1.4 The selected vendor, prior to doing business in the State of Nevada, shall be appropriately licensed by the State of Nevada, Secretary of State’s Office pursuant to NRS 76. Information regarding the Nevada Business License can be located at <http://nvsos.gov>.

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

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

Yes		No	
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If “No”, provide explanation.

- 3.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes		No	
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If “Yes”, complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

3.1.6 Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	
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If “Yes”, please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response to this RFP, and specify the services that each person shall be expected to perform.

3.1.7 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor’s ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP shall also be disclosed.

Does any of the above apply to your company?

Yes		No	
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If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

Question	Response
Date of alleged contract failure or breach:	
Parties involved:	
Description of the contract failure, contract breach, or litigation, including the products or services involved:	
Amount in controversy:	
Resolution or current status of the dispute:	

Question	Response	
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

- 3.1.8 Vendors shall review and provide if awarded a contract the insurance requirements as specified in ***Attachment D, Insurance Schedule for RFP 11DIDS-S1139.***
- 3.1.9 Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.
- 3.1.10 Provide a brief description of the length of time vendor has been providing services described in this RFP to the public and/or private sector.
- 3.1.11 Financial information and documentation to be included in accordance with ***Section 8.5, Part III – Confidential Financial Information.***
 - 3.1.11.1 Federal Tax Identification Number

3.2 SUBCONTRACTOR INFORMATION

Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.

- 3.2.1 Does this proposal include the use of subcontractors?

Yes		No	
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If “Yes”, vendor shall:

- 3.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor shall perform services.
- 3.2.1.2 If any tasks are to be completed by subcontractor(s), vendors shall:
 - A. Describe how the work of any subcontractor(s) shall be supervised, channels of communication shall be maintained and compliance with contract terms assured; and
 - B. Describe your previous experience with subcontractor(s).
- 3.2.1.3 Provide the same information for any proposed subcontractors as requested in ***Section 3.1, Vendor Information.***
- 3.2.1.4 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

- 3.2.1.5 Vendor shall notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in **Section 3.2, Subcontractor Information**. The vendor shall receive agency approval prior to subcontractor commencing work.

3.3 VENDOR STAFF RESUMES

A resume shall be completed for each proposed key personnel responsible for performance under any contract resulting from this RFP per **Attachment E, Proposed Staff Resume**.

4. COST

Proposals will be evaluated and rated on efficient use of funds and overall cost-effectiveness, which includes budget plans that are consistent with the proposed action plan, administrative costs, justification for each requested budget line, and cost benefit. The decision will not be based on pay rate alone; it will be an evaluation of all the factors included in the proposal. Please be sure to address the following in the Cost Schedule form provide:

4.1 Staff Costs:

The costs should include the name and title of staff and hourly rate with the not to exceed amount.

4.2 Subcontracting:

Describe whether the proposed budget will include subcontracting with another service provider in order to complete the terms described in this RFP and, if so, provide a brief description of the purpose of the subcontract and the not to exceed amount.

4.3 Project Expenses:

Describe all project expenses including, but not limited to, travel, supplies, equipment, postage and all other expenses. Any equipment include in this section will become property of the State when the project is complete. This section should include a not to exceed amount.

This Attachment F – Cost Schedule can be found under the attachments tab located within the Bid Solicitation in NevadaEPro. Please complete and upload in the Attachments tab on your Quote. Also, please check the box on the Items tab See quote attachment.

5. FINANCIAL

5.1 PAYMENT

- 5.1.1 Upon review and acceptance by the State, payments for invoices are normally made within 45 – 60 days of receipt, providing all required information, documents and/or attachments have been received.
- 5.1.2 Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this RFP electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

5.2 BILLING

- 5.2.1 The State does not issue payment prior to receipt of goods or services.
- 5.2.2 The vendor shall bill the State as outlined in the approved contract and/or payment schedule.
- 5.2.3 The State presently has a Procurement Card Program that participating State agencies may use to pay for some of their purchases. The Program is issued through a major financial institution and is treated like any other major credit card. Using agencies may desire to use the card as a method of payment. No additional charges or fees shall be imposed for using the card. Please indicate in your proposal response if you will accept this method of payment.

5.3 TIMELINESS OF BILLING

The State is on a fiscal year calendar. All billings for dates of service prior to July 1 shall be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August that forces the State to process the billing as a stale claim pursuant to NRS 353.097, shall subject the contractor to an administrative fee not to exceed \$100.00. This is the estimate of the additional costs to the State for processing the billing as a stale claim and this amount shall be deducted from the stale claims' payment due the contractor.

6. WRITTEN QUESTIONS AND ANSWERS

The Purchasing Division shall accept questions and/or comments in writing regarding this RFP as noted below:

6.1 QUESTIONS AND ANSWERS

- 6.1.1 All questions regarding this RFP should be submitted using the Bid Q&A feature in *NevadaEPro*.
 - 6.1.1.1 To access the Bid Q&A:
 - A. Log into your Seller account on *NevadaEPro*.
 - B. Click the Bids Tab in the header.
 - C. Click View under Bid Q&A on the appropriate Bid Solicitation under the Open Bids section.
- 6.1.2 The deadline for submitting questions is as specified in *Section 7, RFP Timeline*.
- 6.1.3 All questions and/or comments shall be addressed using the Bid Q&A in *NevadaEPro*. If questions and answers require a material change to the Bid Solicitation, an Amendment will be posted in *NevadaEPro* and you will receive email notification.

7. RFP TIMELINE

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

Task	Date/Time
Deadline for submitting questions	05/12/2020 @ 5:00 PM
Answers posted to website	On or about 05/20/2020
Deadline for submission and opening of proposals	No later than 2:00 PM on 06/10/2020
Evaluation period (approximate time frame)	06/10/2020 – 06/22/2020
Selection of vendor	On or about 06/22/2020
Anticipated BOE approval	08/11/2020
Contract start date (contingent upon BOE approval)	08/31/2020

8. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

8.1 GENERAL SUBMISSION REQUIREMENTS

8.1.1 Vendors shall submit their proposals by using Create Quote through the State electronic procurement website, <https://NevadaEPro.com>, in accordance with the instructions below.

8.1.1.1 Refer to *Instructions for Vendors Responding to a Bid* in the Important Links section on the front page of *NevadaEPro* for instructions on how to submit a Quote using *NevadaEPro*.

8.1.2 The Quote/Proposal shall contain a maximum of four (4) attachments which may include:

- 8.1.2.1 Technical Proposal
- 8.1.2.2 Confidential Technical (if applicable)
- 8.1.2.3 Cost Proposal (if applicable)
- 8.1.2.4 Confidential Financial (if applicable)

Note: Under the Items Tab the NevadaEPro system defaults to ‘No Bid’. Proposing vendors must uncheck the ‘No Bid’ box and that will allow the system to default to ‘See Quote Attachments’.

8.1.3 Proposals shall have a technical response, which may be composed of two (2) parts in the event a vendor determines that a portion of their technical response qualifies as “confidential” per NRS 333.020 (5) (b).

8.1.4 If complete responses cannot be provided without referencing confidential information, such confidential information shall be provided in accordance with

Section 8.3, Part IB – Confidential Technical Proposal and Section 8.5, Part III Confidential Financial Information.

- 8.1.5 Specific references made to the section, page, and paragraph where the confidential information can be located shall be identified on **Attachment A, Confidentiality and Certification of Indemnification** and comply with the requirements stated in **Section 8.6, Confidentiality of Proposals**.
- 8.1.6 Proposals that do not comply with the requirements may be deemed non-responsive and rejected at the State’s discretion.
- 8.1.7 Although it is a public opening, only the names of the vendors submitting proposals shall be announced per NRS 333.335(6). Technical and cost details about proposals submitted shall not be disclosed.
- 8.1.8 Assistance for persons who are disabled, visually impaired or hearing-impaired 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 (2) days in advance of the opening.
- 8.1.9 For ease of evaluation, the technical and cost proposals shall be presented in a format that corresponds to and references sections outlined within this RFP and shall be presented in the same order. Written responses shall be in **bold/italics** and placed immediately following the applicable RFP question, statement and/or section.
- 8.1.10 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive color displays, promotional materials, etc., are not necessary or desired. Emphasis shall be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 8.1.11 For purposes of addressing questions concerning this RFP, the sole contact shall be the Purchasing Division as specified on Page 1 of this RFP. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP shall 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 per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 8.1.12 Any vendor who believes there are irregularities or lack of clarity in the RFP or proposal requirements or specifications are unnecessarily restrictive, or limit competition shall notify the Purchasing Division, in writing, as soon as possible, so that corrective addenda may be furnished by the Purchasing Division in a timely manner to all vendors.
- 8.1.13 If a vendor changes any material RFP language, vendor’s response may be deemed non-responsive per NRS 333.311.

8.1.14 The vendor understands and acknowledges that the representations made in its proposal are material and important and shall be relied on by the State in its evaluation of a proposal. Any misrepresentation by a vendor shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

8.2 PART IA – TECHNICAL PROPOSAL

8.2.1 The Technical Proposal *shall not include* cost and/or pricing information. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.

8.2.2 Using Create Quote in *NevadaEPro*, vendors shall provide one (1) PDF Technical Proposal on the Attachments Tab that includes the following:

8.2.2.1 Section I – Title Page with the following information:

Part IA – Technical Proposal	
RFP Title:	Rural Nevada Specific Weighted Caseload Study
RFP:	11DIDS-S1139
Vendor Name:	
Address:	
Opening Date:	June 10, 2020
Opening Time:	2:00 PM

8.2.2.2 Section II – Table of Contents

An accurate and updated table of contents shall be provided.

8.2.2.3 Section III – Vendor Information Sheet

The vendor information sheet shall be completed and signed by an individual authorized to bind the organization.

8.2.2.4 Section IV – State Documents

The State documents section shall include the following:

- A. The signature page from all amendments signed by an individual authorized to bind the organization.
- B. Attachment A – Confidentiality and Certification of Indemnification signed by an individual authorized to bind the organization.
- C. Attachment B – Vendor Certifications signed by an individual authorized to bind the organization.
- D. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.

E. Copies of applicable certifications and/or licenses.

8.2.2.5 Section V – Scope of Work

Vendors shall place their written response(s) to **Section 2, Scope of Work** in ***bold/italics*** immediately following the applicable RFP question, statement and/or section.

8.2.2.6 Section VI– Company Background

Vendors shall place their written response(s) to **Section 3, Company Background** in ***bold/italics*** immediately following the applicable RFP question, statement and/or section. This section shall also include the requested information in **Section 3.2, Subcontractor Information**, if applicable.

8.2.2.7 Section VII – Proposed Staff Resume(s)

A. Vendors shall include all proposed staff resumes per **Section 3.3, Vendor Staff Resumes** in this section.

B. This section shall also include any subcontractor proposed staff resumes, if applicable.

8.2.2.8 Section VIII – Other Informational Material

Vendors shall include any other applicable reference material in this section clearly cross referenced with the proposal.

8.3 PART IB – CONFIDENTIAL TECHNICAL PROPOSAL

8.3.1 Vendors only need to submit Part IB if the proposal includes any confidential technical information (***Refer to Attachment A, Confidentiality and Certification of Indemnification***).

8.3.2 If needed, vendors shall provide one (1) PDF Confidential Technical Proposal file that includes the following:

8.3.2.1 Section I – Title Page with the following information:

Part IB – Confidential Technical Proposal	
RFP Title:	Rural Nevada Specific Weighted Caseload Study
RFP:	11DIDS-S1139
Vendor Name:	
Address:	
Opening Date:	June 10, 2020
Opening Time:	2:00 PM

8.3.2.2 Section II – Confidential Technical

Vendors shall cross reference the confidential technical information back to the technical proposal, as applicable.

8.4 PART II – COST PROPOSAL

8.4.1 Vendors shall submit pricing information on the Items Tab of their Quote in *NevadaEPro*.

8.4.2 Vendors shall provide additional pricing information as detailed in *Section 8.4.4* if appropriate or required in accordance with *Section 4, Cost*.

8.4.3 The cost proposal shall not be marked “confidential”. Only information that is deemed proprietary per NRS 333.020 (5) (a) may be marked as “confidential”.

8.4.4 If needed, vendors shall provide one (1) PDF Cost Proposal file that includes the following:

8.4.4.1 Section I – Title Page with the following information:

Part II – Cost Proposal	
RFP Title:	Rural Nevada Specific Weighted Caseload Study
RFP:	11DIDS-S1139
Vendor Name:	
Address:	
Opening Date:	June 10, 2020
Opening Time:	2:00 PM

8.4.4.2 Section II – Cost Proposal

Vendor’s shall place the information required per *Section 4, Cost* in this section.

8.5 PART III – CONFIDENTIAL FINANCIAL INFORMATION

8.5.1 If needed, vendors shall provide one (1) PDF Confidential Financial Information file that includes the following:

8.5.1.1 Section I – Title Page with the following information:

Part III – Confidential Financial Information	
RFP Title:	Rural Nevada Specific Weighted Caseload Study
RFP:	11DIDS-S1139
Vendor Name:	
Address:	
Opening Date:	June 10, 2020
Opening Time:	2:00 PM

8.5.1.2 Section II – Financial Information and Documentation

Vendors shall place the information required per *Section 3.1.11* in this section.

8.6 CONFIDENTIALITY OF PROPOSALS

- 8.6.1 As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.
- 8.6.2 Vendors are required to submit written documentation in accordance with *Attachment A, Confidentiality and Certification of Indemnification* demonstrating the material within the proposal marked “confidential” conforms to NRS §333.333, which states “Only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5)”. Not conforming to these requirements shall cause your proposal to be deemed non-compliant and shall not be accepted by the State.
- 8.6.3 Vendors acknowledge that material not marked as “confidential” shall become public record and shall be posted to the Purchasing website upon contract award.
- 8.6.4 It is the vendor’s responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation.
- 8.6.5 Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by release of said information.

8.7 PROPOSAL PACKAGING

- 8.7.1 Vendors shall submit their proposals through the State electronic procurement website, <https://NevadaEPro.com>, in accordance with the instructions below.
- 8.7.2 Proposals shall be received via <https://NevadaEPro.com> no later than the date and time specified on the General Tab of the Bid Solicitation in *NevadaEPro*. Proposals that are not submitted by bid opening time and date shall not be accepted. Vendors may submit their proposal any time prior to the deadline stated in *NevadaEPro*. In the event that dates, and times specified in this document and dates times specified in *NevadaEPro* conflict, the dates and time in *NevadaEPro* shall take precedence.
- 8.7.3 Proposals submitted as physical copies, email, or any submission method other than via *NevadaEPro* shall not be considered.

9. PROPOSAL EVALUATION AND AWARD PROCESS

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

- 9.1 Proposals shall be consistently evaluated and scored in accordance with NRS 333.335 based upon the following criteria. The following criteria are listed in order of importance.

Criteria Description	Weight
----------------------	--------

Expertise and Availability of Key Personnel	40
Demonstrated Competence	20
Cost Cost proposals will be evaluated based on the following formula: <i>$\frac{\text{Lowest Cost Submitted by a Vendor}}{\text{Proposers Total Cost}}$</i> <i>Price Factor X Weight = Cost Criteria Score</i>	20
Experience in Performance of Comparable Engagements	10
Conformance with the Terms of this RFP	10

9.2 Effective July 1, 2017, a five percent (5%) preference will be awarded to businesses based in Nevada. A Nevada business is defined as a business which certifies either that its ‘principal place of business’ is in Nevada, as identified in **Section 3.1, Vendor Information**, or that a ‘majority of goods provided for the contract are produced’ in Nevada. The preference will be applied to the total score.

9.2.1 Financial stability shall be scored on a pass/fail basis.

9.3 Proposals shall be kept confidential until a contract is awarded.

9.4 The evaluation committee is 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.

9.5 The evaluation committee may 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.

9.6 Each vendor shall 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. Refer generally to NRS 333.335.

9.7 Clarification discussions may, at the State’s sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive per NAC 333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of 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. Any modifications made to the original proposal during the best and final negotiations shall be included as part of the contract.

- 9.8** A Letter of Intent (LOI) shall be issued in accordance with NAC 333.170 notifying vendors of the State's intent to award a contract to a vendor, pending successful negotiations. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. All information remains confidential until the issuance of the formal Notice of Award (NOA). 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.
- 9.9** A Notification of Award (NOA) shall be issued in accordance with NAC 333.170. Vendors shall be notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners (BOE). Any award is contingent upon the successful negotiation of final contract terms and upon approval of the BOE, when required. Any non-confidential information becomes available upon written request.
- 9.10** Pursuant to NRS 333.700, any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners.

10. TERMS AND CONDITIONS

10.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

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

- 10.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 10.1.2 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.
- 10.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 10.1.4 The State will post all official communication regarding this RFP on the *NevadaEPro* website at <https://NevadaEPro.com>. Any changes, amendments, or clarifications will be issued in the form of written responses to vendor questions, amendments, or addendum published on the *NevadaEPro* website entry for this RFP. Vendors should check this website frequently for notice of matters affecting the RFP prior to submitting a proposal. The vendors failure to periodically check for updates does not release the vendor from any additional requirements or information that may have been posted.
- 10.1.5 The failure to provide clearly marked, separate PDF file(s) for **Part IB and Part III**, which contain 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.

- 10.1.6 Pursuant to NRS 333.350, the State reserves the right to reject any or all proposals received prior to contract award.
- 10.1.7 Pursuant to NRS 333.350, the State reserves the right to limit the scope of work prior to award, if deemed in the best interest of the State.
- 10.1.8 Pursuant to NRS 333.335, the State shall not be obligated to accept the lowest priced proposal, however, shall make an award in the best interest of the State of Nevada after all factors have been evaluated.
- 10.1.9 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 the project, may be rejected.
- 10.1.10 Proposals from employees of the State of Nevada shall be considered in as much as they do not conflict with the State Administrative Manual (SAM), NRS Chapter 281 and NRS Chapter 284.
- 10.1.11 Proposals may be modified or withdrawn by written notice received prior to the proposal opening time. Withdrawals received after the proposal opening time shall not be considered except as authorized by NRS 333.350(3).
- 10.1.12 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.
- 10.1.13 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.
- 10.1.14 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right.
- 10.1.15 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and NAC Chapter 333.
- 10.1.16 NRS 333.290 grants a preference to materials and supplies that can be supplied from a “charitable, reformatory or penal institution of the State” that produces such goods or services through the labor of inmates. The Administrator reserves the right to secure these goods, materials or supplies from any such eligible institution, if they can be secured of equal quality and at prices not higher than those of the lowest acceptable bid received in response to this solicitation. In addition, NRS 333.410 grants a preference to commodities or services that institutions of the State are prepared to supply through the labor of inmates. The Administrator shall apply the preferences stated in NRS 333.290 and 333.410 to the extent applicable.

- 10.1.17 Pursuant to NRS 333.338, the State of Nevada cannot enter into a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).

10.2 CONTRACT TERMS AND CONDITIONS

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

- 10.2.1 The awarded vendor shall be the sole point of contract responsibility. The State shall 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.
- 10.2.2 The awarded vendor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract. 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 shall be deemed a breach of contract.
- 10.2.3 The State shall not be liable for Federal, State, or Local excise taxes per NRS 372.325.
- 10.2.4 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties shall 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, any modifications and clarifications to the awarded vendor's proposal, the RFP, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract. The State shall not indemnify vendor from any liability or damages, including but not limited to attorney's fees and costs, arising under any contract resulting from this RFP.
- 10.2.5 State agencies and local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFP and may join or use any contract resulting from this RFP subject to Nevada law . The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
- 10.2.6 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 shall not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
- 10.2.7 Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any

employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

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

10.3 PROJECT TERMS AND CONDITIONS

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

10.3.1 Award of Related Contracts

10.3.1.1 The State may undertake or award supplemental contracts for work related to this project or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors and the State in all cases.

10.3.1.2 All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

10.3.2 Products and/or Alternatives

10.3.2.1 The vendor shall not propose an alternative that would require the State to acquire hardware or software or change processes in order to function properly on the vendor's system unless vendor included a clear description of such proposed alternatives and clearly mark any descriptive material to show the proposed alternative.

10.3.2.2 An acceptable alternative is one the State considers satisfactory in meeting the requirements of this RFP.

10.3.2.3 The State, at its sole discretion, shall determine if the proposed alternative meets the intent of the original RFP requirement.

10.3.3 State Owned Property

The awarded vendor shall be responsible for the proper custody and care of any State owned property furnished by the State for use in connection with the performance of the contract and shall reimburse the State for any loss or damage.

10.3.4 Inspection/Acceptance of Work

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

10.3.4.2 Any progress inspections and approval by the State of any item of work shall not forfeit the right of the State to require the correction of any faulty workmanship or material at any time during the course of the work and warranty period thereafter, although previously approved by oversight.

10.3.4.3 Nothing contained herein shall relieve the contractor of the responsibility for proper installation and maintenance of the work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the State.

10.3.5 Travel

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

10.3.5.1 All travel shall be approved in writing in advance by the Department.

10.3.5.2 Requests for reimbursement of travel expenses shall be submitted on the State Claim for Travel Expense Form with original receipts for all expenses.

10.3.5.3 The travel expense form, with original signatures, shall be submitted with the vendor's invoice.

10.3.5.4 Vendor shall be reimbursed travel expenses and per diem at the rates allowed for State employees at the time travel occurs.

10.3.5.5 The State is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by vendor for a rental vehicle.

10.3.6 Completion of Work

Prior to completion of all work, the contractor shall remove from the premises all equipment and materials belonging to the contractor. Upon completion of the work, the contractor shall leave the site in a clean and neat condition satisfactory to the State.

10.3.7 Right to Publish

10.3.7.1 All requests for the publication or release of any information pertaining to this RFP and any subsequent contract shall be in writing and sent to Director of Department of Indigent Defense Services or designee.

10.3.7.2 No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of Director of Department of Indigent Defense Services or designee.

- 10.3.7.3 As a result of the selection of the contractor to supply the requested services, the State is neither endorsing nor suggesting the contractor is the best or only solution.
- 10.3.7.4 The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with the specific advance written authorization of Director of Department of Indigent Defense Services or designee.
- 10.3.7.5 Throughout the term of the contract, the contractor shall secure the written approval of the State per **Section 10.3.7.2** prior to the release of any information pertaining to work or activities covered by the contract.
- 10.3.8 Protection of Sensitive Information
 - 10.3.8.1 Sensitive information in existing legacy applications shall encrypt data as is practical.
 - 10.3.8.2 Confidential personal data shall be encrypted.
 - 10.3.8.3 Any electronic transmission of personal information shall comply with NRS 603A.215 (2 & 3).
 - 10.3.8.4 Sensitive data shall be encrypted in all newly developed applications.

10.4 TERMS AND CONDITIONS FOR GOODS

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

10.4.1 Goods as Used in RFP

The term "goods" as used in this RFP has the meaning ascribed to it in NRS §104.2105(1) and includes, without limitation, "supplies", "materials", "equipment", and "commodities", as those terms are used in NRS Chapter 333.

10.4.2 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:

10.4.2.1 Fitness for Particular Purpose

The goods shall be fit and sufficient for the particular purpose set forth in the RFP or other solicitation documents.

10.4.2.2 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.

10.4.2.3 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.

10.4.2.4 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 shall remain in the State's possession it shall be identified by the word "sample" and the signature of contractor's sales representative.

10.4.2.5 Uniformity

The goods shall be without variation, and shall be of uniform kind, quality, and quantity within each unit and among all units.

10.4.2.6 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.

10.4.2.7 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.

10.4.2.8 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.

10.4.3 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.

10.4.3.1 Software Warranty

Contractor/licensor warrants that for the period specified in the incorporated attachments:

- A. 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.
- B. The licensed product shall 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.

10.4.3.2 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 shall 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:

- A. Unanticipated or unauthorized modifications are made to the computer hardware by someone other than contractor;
- B. 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
- C. The computer hardware is subject to abuse or misuse.

10.4.3.3 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.

10.4.3.4 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.

10.4.3.5 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 shall be construed in a manner consistent with one another.

10.4.3.6 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.

10.4.3.7 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.

10.4.3.8 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 shall give notice to contractor of any claim or damages on account of condition, quality, or grade of the goods, and the State shall 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.

10.4.3.9 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 contractor, 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.

10.4.3.10 Price; Taxes

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 contractor with a tax exemption certificate acceptable to the applicable taxing authority.

10.4.3.11 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.

11. SUBMISSION CHECKLIST

This checklist is provided for vendor’s convenience only and identifies documents that shall be submitted 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 IA– Technical Proposal Submission Requirements		Completed
Part IA submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Table of Contents	
Section III	Vendor Information Sheet	
Section IV	State Documents	
Section V	Scope of Work	
Section VI	Company Background	
Section VII	Attachment E – Proposed Staff Resume(s)	
Section VIII	Other Informational Material	
Part IB – Confidential Technical Proposal Submission Requirements		
Part IB submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Appropriate sections and information that cross reference back to the technical proposal	
Part II – Cost Proposal Submission Requirements		
Part II submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Cost Proposal	
Part III – Confidential Financial Information Submission Requirements		
Part III submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Financial Information and Documentation	

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” **shall 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 files marked “**Part IB Confidential Technical**” and “**Part III Confidential Financial**”.

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling and packing requirements, proposals shall 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 shall be in an open meeting format, the proposals shall 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 shall constitute a complete waiver, and all submitted information shall 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.

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

Part IB – Confidential Technical Information			
YES		NO	
Justification for Confidential Status			

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

Company Name

Signature

Print Name

Date

This document shall be submitted in Section IV of vendor’s technical proposal
--

ATTACHMENT B – VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and shall 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, shall 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, shall 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 shall 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 shall be in writing and included in the proposal at the time of submission.
- (7) Each vendor shall 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 shall 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 shall automatically result in the disqualification of a vendor's proposal. An award shall not be made where a conflict of interest exists. The State shall 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 disability of another nature.
- (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 shall 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 shall certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal shall 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 shall be submitted in Section IV of vendor's technical proposal

ATTACHMENT C – CONTRACT FORM

Vendors shall review the terms and conditions of 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. To review the contract form, click on the following link:

[Contract Form](#)

If you are unable to access the contract form, please contact Nevada State Purchasing at srvpurch@admin.nv.gov for an emailed copy.

ATTACHMENT D – INSURANCE SCHEDULE FOR RFP 11DIDS-S1139

Vendors shall review the Insurance Schedule, as this will be the schedule used for the scope of work identified within the RFP.

This Attachment D – Insurance Schedule can be found under the attachments tab located within the Bid Solicitation in NevadaEPro

ATTACHMENT E– PROPOSED STAFF RESUME

The embedded resume shall be completed for all proposed prime contractor staff and proposed subcontractor staff.



Proposed Staff Resume - 04-05-17.do

To open the document, double click on the icon.

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

ATTACHMENT F – COST SCHEDULE

This Attachment F – Cost Schedule can be found under the attachments tab located within the Bid Solicitation in NevadaEPro. Please return in the Attachments tab on your quote.