

State of Nevada
Department of Health and Human Services

Division of Child and Family Services

4126 Technology Way, 3rd Floor
Carson City, NV 89706



Steve Sisolak
Governor

Dr. Cindy Pitlock
Administrator, DCFS

State of Nevada
Division of Child and Family Services
Request for Proposal: JJ22-01
For
STUDY ON HOUSING OF YOUTHFUL OFFENDERS

Release Date: April 12, 2022

Deadline for Submission and Opening Date and Time: May 10, 2022

Refer to Section 8, RFP Timeline for the complete RFP schedule

For additional information, please contact:

Sharon Knigge

State of Nevada, Division of Child and Family Services

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Carson City, NV 89706

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Email address: contracts@dcfs.nv.gov

(TTY for Deaf and Hard of Hearing: 1-800-326-6868

Ask the relay agent to dial: 1-775-684-7952/V.)

Refer to Section 9 for instructions on submitting proposals

VENDOR INFORMATION SHEET FOR RFP JJ22-01

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

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

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

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

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

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

- 1.1. Senate Bill SB 356, Attachment H, requires the Division of Child and Family services of the Department of Health and Human Services to complete a study of certain issues related to the housing of youthful offenders. Once the study is completed, a report of the findings will be shared with the Legislative Counsel Bureau and transmitted to a Legislative Committee.

2. GOALS AND OBJECTIVES

A contractor will be hired to study the feasibility of:

- 2.1. Housing youthful offenders regionally, in facilities of the Division or in county facilities;
- 2.2. Developing a new model relating to the housing of youthful offenders in which youthful offenders who are between 18 and 24 years of age, who have been convicted as adults and who will be released from confinement before reaching 25 years of age would be housed separately from offenders who will not be released from confinement before reaching 25 years of age.

3. SCOPE OF WORK

The study must include, without limitation, a review and consideration of the following issues:

- 3.1. With respect to housing youthful offenders regionally, in facilities of the Division or in county facilities:
 - 3.1.1 An investigation of the costs of upgrading facilities or new construction.
 - 3.1.2 The complexities of entering into a memorandum of understanding between the Department and the Division whereby appropriately trained staff of the Department would, if necessary, be assigned to work in facilities of the Division.
 - 3.1.3 Any potential savings in costs at the Department resulting from no longer housing youthful offenders that could potentially be shifted to the Division or to counties.
 - 3.1.4 Any other issues relating to budgeting.
 - 3.1.5 An analysis of the costs and benefits of implementing the proposal.
 - 3.1.6 Any other issues deemed pertinent by the Department or Division.
- 3.2. With respect to developing a new model relating to the housing of youthful offenders in which youthful offenders who are between 18 and 24 years of age, who have been convicted

as adults and who will be released from confinement before reaching 25 years of age would be housed separately from offenders who will not be released from confinement before reaching 25 years of age:

- 3.2.1 A review of necessary statutory and regulatory changes.
- 3.2.2 Models from other states.
- 3.2.3 Estimates of expected costs.
- 3.2.4 Any other issues relating to budgeting.
- 3.2.5 An analysis of the costs and benefits of the proposal.
- 3.2.6 Any other issues deemed pertinent by the Department or Division.

3.3. Reports of findings of study:

- 3.3.1 Bill language includes “No later than July 1, 2022, the Department and the Division shall prepare and submit a report of the findings of the study to the Director of the Legislative Counsel Bureau for transmittal to a Legislative Committee on Child Welfare and Juvenile Justice”.
- 3.3.2 Vendor shall provide a finalized report and all supporting materials to the Division, however, the Division understands the report requirement stated in the bill may not be feasible. In your response, please provide the earliest date for completion of the study and submittal of the report of findings. Vendor will be available for follow-up questions and revisions until the termination of the contract.

4. COMPANY BACKGROUND

4.1. VENDOR INFORMATION

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

Question	Response
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:	
Number of employees locally with the expertise to support the requirements identified in this RFP:	

Question	Response
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:	

- 4.1.2 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.
- 4.1.3 **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.
- 4.1.4 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.

- 4.1.5 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.
- 4.1.6 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:	

4.1.7 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.

4.1.8 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:	

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

- 4.1.9 Vendors shall review and provide if awarded a contract the insurance requirements as specified in ***Attachment D, Insurance Schedule for RFP JJ22-01.***
- 4.1.10 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.
- 4.1.11 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.

4.2 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.

- 4.2.1 Does this proposal include the use of subcontractors?

Yes		No	
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If “Yes”, vendors shall:

- 4.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor shall perform services.
- 4.2.1.2 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).
- 4.2.1.3 Provide the same information for any proposed subcontractors as requested in ***Section 4.1, Vendor Information.***

- 4.2.1.4 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 4.2.1.5 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 4.2, Subcontractor Information**. The vendor shall receive agency approval prior to subcontractor commencing work.

4.3 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**.

5. COST

Vendors shall submit a deliverable-based quote not to exceed the appropriation for Senate Bill 356, Attachment H. It shall be all-inclusive, but is not required to be a line-item quote.

Cost information **shall not** be included with the vendor's Technical Proposal, please refer to **Section 9, Proposal Submission Requirements, Format and Content**.

6. FINANCIAL

6.1 PAYMENT

- 6.1.1 Upon review and acceptance by the State, payments for invoices are normally made within 30 - 45 days of receipt, providing all required information, documents and/or attachments have been received.
- 6.1.2 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.

6.2 BILLING

- 6.2.1 The State does not issue payment prior to receipt of goods or services.
- 6.2.2 The vendor shall bill the State as outlined in the approved contract and/or payment schedule.
- 6.2.3 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

6.3 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.

7. WRITTEN QUESTIONS AND ANSWERS

- 7.1 In lieu of a pre-proposal conference, the Division of Child and Family Services shall accept questions and/or comments in writing, received either by email or facsimile regarding this RFP.
- 7.2 Questions shall reference the identifying RFP number and be addressed to the State of Nevada, Division of Child and Family Services, Attn: Sharon Knigge, emailed to contracts@dcs.nv.gov or faxed to 775-684-7952.
- 7.3 The deadline for submitting questions is as specified in *Section 8, RFP Timeline*.
- 7.4 Vendors shall provide their company name, address, phone number, email address, fax number, and contact person when submitting questions.
- 7.5 All questions and/or comments shall be addressed in writing and responses emailed or faxed to prospective vendors on or about the date specified in *Section 8, RFP Timeline*.

8. 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	04/19/2022 @ 2:00 PM
Answers posted to website	On or about 04/22/2022
Deadline for submission and opening of proposals	No later than 2:00 PM on 05/10/2022
Evaluation period (approximate time frame)	05/10/2022-05/13/2022
Selection of vendor	On or about 05/13/2022
Contract start date (contingent upon BOE approval)	Upon successful completion of negotiations and final State approval

9. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

9.1 GENERAL SUBMISSION REQUIREMENTS

- 9.1.1 Vendors shall submit their proposals on one (1) CD or flash drive appropriately labeled with the RFP # and vendor's name in accordance with the instructions below.
- 9.1.2 The one (1) CD or flash drive shall contain a maximum of four (4) PDF files which may include:
- 9.1.2.1 Technical Proposal
 - 9.1.2.2 Confidential Technical (if applicable)
 - 9.1.2.3 Cost Proposal
 - 9.1.2.4 Confidential Financial (if applicable)
- 9.1.3 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 proposal qualifies as "confidential" per NRS 333.020(5)(b).
- 9.1.4 If complete responses cannot be provided without referencing confidential information, such confidential information shall be provided in accordance with ***Section 9.3, Part IB – Confidential Technical Proposal and Section 9.5, Part III - Confidential Financial Information.***
- 9.1.5 Specific references made to the section, page, and/or 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 9.6, Confidentiality of Proposals.***
- 9.1.6 Proposals that do not comply with the requirements may be deemed non-responsive and rejected at the State's discretion.
- 9.1.7 Each section within the technical proposal and cost proposal shall be separated by clearly marked sections with the appropriate section number and title as specified.
- 9.1.8 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.
- 9.1.9 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 DCFS designee as soon as possible and at least two (2) days in advance of the opening.
- 9.1.10 If discrepancies are found between two (2) or more copies of the proposal, the master copy shall provide the basis for resolving such discrepancies. If one (1) copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one (1) copy to be used as the master.

- 9.1.11 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.
- 9.1.12 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, 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.
- 9.1.13 For purposes of addressing questions concerning this RFP, the sole point of contact shall be the contact 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.
- 9.1.14 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 sole point of contact as specified on Page 1 of the RFP, in writing, as soon as possible so that corrective addenda may be furnished by the agency in a timely manner to all vendors.
- 9.1.15 If a vendor changes any material RFP language, vendor’s response may be deemed non-responsive per NRS 333.311.
- 9.1.16 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.

9.2 PART IA – TECHNICAL PROPOSAL

- 9.2.1 The Technical Proposal ***shall not include*** confidential or cost and/or pricing information. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.
- 9.2.2 Format and Content
 - 9.2.2.1 Section I – Title Page with the following information:

Part IA – Technical Proposal	
RFP Title:	Study on Housing for Youthful Offenders
RFP #:	JJ22-01

Part IA – Technical Proposal	
Vendor Name:	
Address:	
Proposal Opening Date:	May 10, 2021
Proposal Opening Time:	2:00 PM PST

9.2.2.2 Section II – Table of Contents

An accurate and updated table of contents shall be provided.

9.2.2.3 Section III – Vendor Information Sheet

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

9.2.2.4 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. Attachment G – Certification Regarding Lobbying signed by an individual authorized to bind the organization.
- E. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.
- F. Copies of applicable certifications and/or licenses.

9.2.2.5 Section V – Scope of Work

Vendors shall place their written response(s) to ***Section 3, Scope of Work*** in ***bold/italics*** immediately following the applicable RFP question, statement and/or section.

9.2.2.6 Section VI – Company Background and References

- A. Vendors shall place their written response(s) to ***Section 4, Company Background and References*** in ***bold/italics*** immediately following the applicable RFP question, statement and/or section.

B. This section shall also include the requested information in **Section 4.2, Subcontractor Information**, if applicable.

9.2.2.7 Section VII – Attachment E – Proposed Staff Resumes(s)

A. Vendors shall include all proposed staff resumes per **Section 4.3, Vendor Staff Resumes** in this section.

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

9.2.2.8 Tax VIII – Other Informational Material

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

9.3 PART IB – CONFIDENTIAL TECHNICAL PROPOSAL

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

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

9.3.2.1 Section I – Title Page with the following information:

Part IB – Confidential Technical Proposal	
RFP Title:	Study on Housing for Youthful Offenders
RFP #:	JJ22-01
Vendor Name:	
Address:	
Proposal Opening Date:	May 10, 2021
Proposal Opening Time:	2:00 PM PST

9.3.2.2 Section II – Confidential Technical

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

9.4 PART II – COST PROPOSAL

9.4.1 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”.

9.4.2 Format and Content

9.4.2.1 Section I – Title Page with the following information:

Part II – Cost Proposal	
RFP Title:	Study on Housing for Youthful Offenders
RFP #:	JJ22-01
Vendor Name:	
Address:	
Proposal Opening Date:	May 10, 2021
Proposal Opening Time:	2:00 PM PST

9.4.2.2 Section II – Cost Proposal

Vendor’s response for the cost proposal shall be included in this section.

9.5 CONFIDENTIALITY OF PROPOSALS

- 9.5.1 As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.
- 9.5.2 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 of Nevada.
- 9.5.3 Vendors acknowledge that material not marked as “confidential” shall become public record upon contract award.
- 9.5.4 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.
- 9.5.5 Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damage caused by release of said information.

9.6 PROPOSAL PACKAGING

- 9.6.1 If the separately sealed technical and cost proposals as well as confidential technical information and financial documentation, marked as required, are enclosed in another container for mailing purposes, the outermost container shall fully describe the contents of the package and be clearly marked as follows.
- 9.6.2 Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate these labels for ease and accuracy of proposal packaging.

Sharon Knigge, Management Analyst II Division of Child and Family Services 4126 Technology Way, 3rd Street Carson City, NV 89706	
RFP #:	JJ22-01
Proposal Opening Date:	May 10, 2021
Proposal Opening Time:	2:00 PM PST
For:	Study on Housing of Youthful Offenders
Vendor Name:	

- 9.6.3 Proposals shall be received at the address referenced above no later than the date and time specified in **Section 8, RFP Timeline**. Proposals that do not arrive by proposal opening time and date shall not be accepted. Vendors may submit their proposal any time prior to the above stated deadline.
- 9.6.4 The State shall not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared.
- 9.6.5 Email or facsimile proposals shall not be considered; however, at the State’s discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be modified by email or written notice provided such notice is received prior to the opening of the proposals.

10. PROPOSAL EVALUATION AND AWARD PROCESS

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

- 10.1 Proposals shall be consistently evaluated and scored in accordance with NRS 333.335(3) based upon the following criteria. The following criteria are listed in order of importance.

Criteria Description	Weight
Demonstrated Competence	20%
Experience in Performance of Comparable Engagements	30%
Conformance with the Terms of this RFP	10%
Expertise and Availability of Key Personnel	20%
Cost Cost proposals shall be evaluated based on the following formula: $\frac{\text{Lowest Cost Submitted by a Vendor}}{\text{Proposers Total Cost}} = \text{Price Factor}$ $\text{Price Factor} \times \text{Weight} = \text{Cost Criteria Score}$	20%

- 10.2 Financial stability shall be scored on a pass/fail basis.
- 10.3 Proposals shall be kept confidential until a contract is awarded.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 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.
- 10.8 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.
- 10.9 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.
- 10.10 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.

11. TERMS AND CONDITIONS

11.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

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

- 11.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 11.1.2 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.
- 11.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 11.1.4 The failure to separately package and clearly mark **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.
- 11.1.5 Pursuant to NRS 333.350, the State reserves the right to reject any or all proposals received prior to contract award.
- 11.1.6 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.
- 11.1.7 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.
- 11.1.8 Any irregularities or lack of clarity in the RFP shall be brought to the attention of the DCFS designee as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 11.1.9 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/contract, may be rejected.
- 11.1.10 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.
- 11.1.11 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).
- 11.1.12 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.
- 11.1.13 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposals 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.

- 11.1.14 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals shall be returned only at the State's option and at the vendor's request and expense. The masters of the technical proposal, confidential technical proposal, cost proposal and confidential financial information of each response shall be retained for official files.
- 11.1.15 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and NAP Chapter 333.
- 11.1.16 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.
- 11.1.17 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).

11.2 CONTRACT TERMS AND CONDITIONS

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

- 11.2.1 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.
- 11.2.2 The awarded vendor shall maintain, for the duration of its 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.
- 11.2.3 The State shall not be liable for Federal, State, or Local excise taxes per NRS 372.325.
- 11.2.4 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.

- 11.2.5 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.
- 11.2.6 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.
- 11.2.7 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.

11.3 PROJECT TERMS AND CONDITIONS

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

11.3.1 Award of Related Contracts

- 11.3.1.1 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.
- 11.3.1.2 All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

11.3.2 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.

11.3.3 Inspection/Acceptance of Work

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

11.3.3.2 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.

11.3.3.3 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.

11.3.4 Travel

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

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

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

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

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

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

11.3.5 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.

11.3.6 Right to Publish

- 11.3.6.1 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 the Division Administrator or designee.
- 11.3.6.2 No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of the Division Administrator or designee.
- 11.3.6.3 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.
- 11.3.6.4 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 the Division Administrator or designee.
- 11.3.6.5 Throughout the term of the contract, the contractor shall secure the written approval of the State per *Section 11.3.6.2* prior to the release of any information pertaining to work or activities covered by the contract.

11.3.7 Protection of Sensitive Information

- 11.3.7.1 Sensitive information in existing legacy applications shall encrypt data as is practical.
- 11.3.7.2 Confidential personal data shall be encrypted.
- 11.3.7.3 Any electronic transmission of personal information shall comply with NRS 603A.215 (2 & 3).
- 11.3.7.4 Sensitive Data shall be encrypted in all newly developed applications.

12. 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 F – 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 references 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	
CD or Flash Drive Required		
One (1)	Master CD or Flash Drive with the technical and cost proposal contents only	
One (1)	Public Records CD or Flash Drive with the technical and cost proposal public record contents only	

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 a separate binder/file marked “**Part IB – Confidential Technical**” and “**Part III - Confidential Financial Information**”.

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling and packaging 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			

A Public Records CD or Flash Drive has been included for the Technical and Cost Proposal			
YES		NO	

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.



Standard Form
Contract.docx

*To open the document, if you are viewing the document in Word, double click the icon.
If you experience difficulty in opening the document or if you are viewing the document in PDF version,
you may request a copy of the Standard Form Contract by emailing: contracts@dcfs.nv.gov*

ATTACHMENT D – INSURANCE SCHEDULE FOR RFP JJ22-01

Vendors shall review the Insurance Schedule, as this shall be the schedule used for the Scope of Work identified within the RFP.



JJ22-01 Insurance
Schedule.docx

*To open the document, if you are viewing the document in Word, double click the icon.
If you experience difficulty in opening the document or if you are viewing the document in PDF version,
you may request a copy of the Insurance Schedule by emailing: contracts@dcfs.nv.gov*

ATTACHMENT E – PROPOSED STAFF RESUME

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



Proposed Staff
Resume.doc

*To open the document, if you are viewing the document in Word, double click the icon.
If you experience difficulty in opening the document or if you are viewing the document in PDF version,
you may request a copy of the Proposed Staff Resume by emailing: contracts@dcfs.nv.gov*

ATTACHMENT F – COST SCHEDULE

Below is an example of a cost schedule. Vendors shall submit a deliverable-based quote not to exceed the appropriation for Senate Bill 356, Attachment H. It shall be all-inclusive, but is not required to be a line-item quote.

ITEM	DESCRIPTION	COST
3.1	With respect to housing youthful offenders regionally	
	3.1.1 Investigation	
	3.1.2 Complexities	
	3.1.3 Potential Cost Savings	
	3.1.4 Other issues relating to budgeting	
	3.1.5 An analysis of costs and benefits of implementing	
	3.1.6 Any other issues deemed pertinent by the Department or Division	
	Total Cost for Section 3.1	
3.2	With respect to developing a new model relating to the housing of youthful offenders who are between a18-24 years of age...	
	3.2.1 Review of necessary statutory and regulatory changes	
	3.2.2 Models from other states	
	3.2.3 Estimates of expected costs	
	3.2.4 Any other issues relating to budgeting	
	3.2.5 An analysis of costs and benefits of proposal	
	3.2.6 Any other issues deemed pertinent by the Department or Division	
	Total Cost for Section 3.2	
3.3	Reports of findings of study	
	3.3.1 No later than July 1, 2022, the Department or Division shall prepare and submit a report of the findings of the study to the Directory of the Legislative Counsel Bureau.	
	3.3.2 Vendor shall provide a finalized report and all supporting materials to the Division no later than June 1, 2022.	
	Total Cost for Section 3.3	
TOTAL COST FOR ENTIRE PROJECT		

ATTACHMENT G – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

By: _____
Signature of Official Authorized to Sign Application
Date

For: _____
Vendor Name

Project Title

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

ATTACHMENT H – SENATE BILL NO. 356

The embedded Senate Bill is for informational purposes only and does not need to be returned with the response packet.



SB356_EN.pdf

*To open the document, if you are viewing the document in Word, double click the icon.
If you experience difficulty in opening the document or if you are viewing the document in PDF version,
you may request a copy of Senate Bill 356 by emailing: contracts@dcfs.nv.gov*

ATTACHMENT I – FEDERAL LAWS AND AUTHORITIES

The information in this section does not need to be returned with the vendor's proposal. Following is a list of Federal Laws and Authorities with which the awarded vendor shall be required to comply.

1. Archeological and Historic Preservation Act of 1974, PL 93-291
2. Clean Air Act, 42 U.S.C. 7506(c)
3. Endangered Species Act 16 U.S.C. 1531, ET seq.
4. Executive Order 11593, Protection and Enhancement of the Cultural Environment
5. Executive Order 11988, Floodplain Management
6. Executive Order 11990, Protection of Wetlands
7. Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
8. Fish and Wildlife Coordination Act, PL 85-624, as amended
9. National Historic Preservation Act of 1966, PL 89-665, as amended
10. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended
11. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended
12. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans
13. Age Discrimination Act, PL 94-135
14. Civil Rights Act of 1964, PL 88-352
15. Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
16. Executive Order 11246, Equal Employment Opportunity
17. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
18. Rehabilitation Act of 1973, PL 93, 112
19. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
20. Executive Order 12549 – Debarment and Suspension
21. Davis-Bacon Act 40 U.S.C. 3141-3148
22. Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708
23. Rights to Inventions Made Under a Contract or Agreement 37 CFR §401.2(a)
24. Byrd Anti-Lobbying Amendment 31 U.S.C. 1352