



STATE OF NEVADA
Department of Health and Human Services
Division of Child and Family Services
4126 Technology Way, 3rd Floor | Carson City, NV 89706
Phone: 775-684-7952 | Fax: 775-684-4455

Solicitation: **JJ23-01**
For
VICTIM ADVOCACY AND YOUTH EDUCATION

Release Date: **11/19/2022**
Deadline for Submission and Opening Date and Time: **01/03/2022 @ 2:00 pm**

Single point of contact for the solicitation:
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(TTY for Deaf and Hard of Hearing, 800-326-6868
Ask the relay agent to dial, 1-775-515-5173/V.)

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1. APPLICABLE REGULATIONS GOVERNING PROCUREMENT

- 1.1. All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: www.leg.state.nv.us/law1.cfm.
- 1.2. 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.

2. PROJECT OVERVIEW

- 2.1. The State of Nevada, Division of Child and Family Services is seeking proposals from qualified vendors to provide victim advocacy services with a specialization in victim advocacy with youth who have experienced sexual harassment or sexual abuse as described in the scope of work and attachments.
- 2.2. The State intends to award one (1) contract in conjunction with this Request for Proposals (RFP), as determined in the best interests of the State. The Division of Child and Family Services (DCFS) shall administer contract(s) resulting from this solicitation. The resulting contract(s) are expected to be for the term of the grant which runs through March 31, 2024, subject to Board of Examiners approval.

2.3. AGENCY BACKGROUND

- 2.3.1. DCFS is seeking to administer a project approved in the Department of Justice, Bureau of Justice Assistance FF21 Implementing the Prison Rape Elimination Act (PREA) Standards, Protecting Inmates, and Safeguarding Communities Grant by contracting with an external partner who specializes in victim advocacy with youth who have experienced sexual harassment or sexual abuse.
- 2.3.2. This project will provide youth education in a correctional facility setting, teaching youth about sexual safety.
- 2.3.3. This project will also provide youth and families with services after discharge, including direct services and community referrals.
- 2.3.4. DCFS would like to begin services as soon as possible, with an anticipated start upon successful negotiation of a contract resulting from this RFP. This grant expires March 31, 2024.

2.4. GOALS AND OBJECTIVES

The goals and objectives of this project would be to:

- 2.4.1. Provide education about sexual safety to youth in a correctional setting;
- 2.4.2. Provide youth who have experienced sexual abuse and sexual harassment with victim advocacy services;
- 2.4.3. Provide youth who have experienced sexual abuse and sexual harassment, and their families, with community-based referrals; and
- 2.4.4. Provide DCFS staff with training to increase awareness about the different types of services available to youth and their families.

3. SCOPE OF WORK

- 3.1. A contract is being sought to conduct a project within an awarded federal grant, the Bureau of Justice Assistance's FFY21 Implementing PREA Standards, Protecting Inmates, and Safeguarding Communities. This grant will fund efforts to ensure DCFS's juvenile correctional facilities adhere to federal law and its national standards regarding the prevention, detection and response to sexual abuse and sexual harassment.
- 3.2. Under PREA, those agencies and facilities that fall under the law are responsible for keeping incarcerated persons safe from sexual abuse and sexual harassment. All state juvenile facilities under the control of DCFS must comply with this federal law.
- 3.3. This project will provide tailored youth education, victim advocacy services and community-based referrals which will enhance the agency's ability to keep youth at Caliente Youth Center, Nevada Youth Training Center and Summit View Youth Center sexually safe.
- 3.4. The current proposal's objective seeks to expand the youth education to reduce sexual abuse and sexual harassment by including curriculum that focuses on educating and empowering youth to understand and recognize the hallmarks of healthy relationships, give youth an understanding of how to help prevent victimization and perpetration, and how to safely intervene in cases of potential violence (active bystander intervention). The curriculum should also feature topics on equality, what consent looks like, dating and sexual violence, and technology and human trafficking. The curriculum

- at all three (3) state facilities. The use of a hybrid approach of in-person and virtual education techniques is permitted.
- 3.5. The current proposal's objective also seeks to expand the emotional support services available to confined youth, and their families, that would not ordinarily be available within DCFS facilities or after discharge, in alignment with PREA Standard §115.353 (Resident access to outside support services). This project will provide services to support youth through ongoing phone and letter communication. With the youth's permission, the selected vendor would follow up with the youth's family to offer parental support, including parenting skills, and group and individual therapy. Ideally, youth would be invited to participate in therapeutic services upon their release from a DCFS facility. The vendor will also work with DCFS staff to provide training to increase awareness about the different types of services available to confined youth and their families. To solve this objective, DCFS seeks to work with a local victim advocacy organization through a contract, to ensure these beneficial services are provided to youth and their families.
- 3.6. This project has been approved and is being funded by a federal grant. Any deviations from the approved project would need prior approval by the grantor.

4. ATTACHMENTS

If you are unable to open any of the attachments, please reach out to contracts@dcfs.nv.gov to request emailed copies of the embedded documents.

4.1. ATTACHMENTS INCORPORATED BY REFERENCE. To be read and not returned.

4.1.1. Terms and Conditions for Services



T&C.pdf

4.2. ATTACHMENTS FOR REVIEW. To be read and not returned (unless redlining).

4.2.1. [Contract Form](#)

4.2.2. Insurance Schedule



JJ23-01 Insurance
Schedule.docx

4.3. PROPOSAL ATTACHMENTS. To be completed and returned in proposal.

4.3.1. Cost Schedule: Cost schedule shall be presented as line items with detailed descriptions of each activity and their associated cost, with a final cost for all activities.

4.3.2. Reference Questionnaire



JJ23-01 Reference
Questionnaire.docx

4.3.3. Attachments for Signature

- A. Vendor Information Response
- B. Vendor Certifications
- C. Certification Regarding Lobbying
- D. Confidentiality and Certification of Indemnification



Attachments for
Signature.pdf

5. TIMELINE

5.1. QUESTIONS. All questions regarding this solicitation shall be submitted to contracts@defns.nv.gov.

5.2. TIMELINE. The following represents the proposed timeline for this project.

- 5.2.1. All times stated are Pacific Time (PT).
- 5.2.2. These dates represent a tentative schedule of events.
- 5.2.3. The State reserves the right to modify these dates at any time.

A. Deadline for Questions	No later than 5:00 pm on 12/05/2022
B. Answers Posted.....	On or about 12/09/2022
C. Deadline for References.....	No later than 5:00 pm on 12/30/2022
D. Deadline Proposal Submission and Opening	No later than 2:00 pm on 01/03/2023
E. Evaluation Period (estimated).....	01/03/2023 – 01/10/2023
F. Selection of a Vendor (estimated).....	On or about 01/10/2023
G. Contract start date (estimated)	Upon Approval

6. EVALUATION

6.1. Evaluation and scoring are conducted in accordance with NRS 333.335 and NAC 333.160-333.165.

- 6.1.1. Proposals shall be kept confidential until a contract is awarded.
- 6.1.2. In the event the solicitation is withdrawn prior to award, proposals remain confidential.
- 6.1.3. The evaluation committee is an independent committee established to evaluate and score proposals submitted in response to the solicitation.
- 6.1.4. Financial stability shall be scored on a pass/fail basis.
- 6.1.5. Proposals shall be consistently evaluated and scored based upon the following factors and relative weights.

A. Demonstrated Competence	40
B. Experience in Performance of Comparable Engagements	40
C. Conformance with the Terms of this RFP	5
D. Expertise and Availability of Key Personnel	5
E. Cost	10

6.2. NEVADA-BASED BUSINESS PREFERENCE

- 6.2.1. The State awards a five percent (5%) preference to Nevada-based businesses pursuant to NRS 333.3351 to 333.3356, inclusive.
- 6.2.2. Nevada-based business is defined in NRS 333.3352(1).
- 6.2.3. 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 business’s corporate headquarters.
- 6.2.4. To claim this preference a vendor must indicate it on their proposal response.
- 6.2.5. 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.

6.3. INVERSE PREFERENCE

- 6.3.1. The State applies an inverse preference to vendors that have a principal place of business in a state other than Nevada and that state applies an in-state preference not afforded to Nevada based vendors, pursuant to AB28 passed in the 81st session of the Nevada Legislature.
- 6.3.2. The amount of the inverse preference is correlated to the amount of preference applied in the other state.
- 6.3.3. Vendors who meet this criterion must indicated it on their submitted proposal response.
- 6.3.4. 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.

7. MANDATORY MINIMUM REQUIREMENTS

- 7.1. Pursuant to NRS 333.311 a contract cannot be awarded to a proposal that does not comply with the requirements listed in this section. Proposal shall include confirmation of compliance with all mandatory minimum requirements.
- 7.2. NEVADA LAW AND STATE INDEMNITY. Pursuant to NRS 333.339, any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.
- 7.3. NO BOYCOTT OF ISRAEL. Pursuant to NRS 333.338, the State of Nevada cannot enter 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).
- 7.4. INDEMNIFICATION. Required contract terms on Indemnification: "To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract."
- 7.5. LIMITED LIABILITY. Required contract terms on Limited Liability: "The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited."
- 7.6. CONTRACT RESPONSIBILITY. 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 solicitation, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 7.7. DATA ENCRYPTION. State IT requires that data be encrypted in transit and in rest.
- 7.8. STATESIDE DATA. State IT requires that State data assets must be maintained in the United States and data will not be held offshore.
- 7.9. NEVADA BUSINESS LICENSE. Pursuant to NRS 353.007, prior to contract execution awarded vendor must hold a state business license pursuant to NRS chapter 76 unless exempted by NRS 76.100(7)(b).
- 7.10. DISCLOSURE. 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.

8. CRITICAL ITEMS

- 8.1. In addition to the *Scope of Work* and *Attachments*, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring the proposal. Vendor proposal should address items in this section in enough detail to provide evaluators an accurate understanding of vendor capabilities. Proposals that fail to sufficiently respond to these items may be considered non-responsive.
- 8.2. CONTRACT FORM. The State strongly prefers vendors agree to the terms of the attached *Contract Form* as is. Ability to agree to contract terms is a high priority to the State. Vendors who cannot agree to the contract as is must include a redlined Word version of the attached *Contract Form* with their proposal response. To the extent a vendor has prior contractual dealings with the State, no assumption should be made that terms outside those provided herein have any influence on this project.
- 8.3. INSURANCE SCHEDULE
- 8.3.1. The State strongly prefers vendors agree to the terms of the attached *Insurance Schedule* as is. Vendors who cannot agree must explain which areas are causing non-compliance and attach a red line if necessary.
- 8.3.2. Awarded vendor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract.
- 8.3.3. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages.
- 8.3.4. Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.
- 8.4. VENDOR BACKGROUND
- 8.4.1. Company background/history and why vendor is qualified to provide the services described in this solicitation.
- 8.4.2. Provide a brief description of the length of time vendor has been providing services described in this solicitation to the public and/or private sector.
- 8.5. SUBCONTRACTORS
- 8.5.1. Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this solicitation. This does not include third parties who provide support or incidental services to the contractor.
- 8.5.2. Proposal should include a completed *Vendor Information Response* form for each subcontractor.
- 8.5.3. Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 8.5.4. Vendor proposal shall identify specific requirements of the project for which each subcontractor shall perform services.
- A. How the work of any subcontractor(s) shall be supervised
 - B. How channels of communication shall be maintained
 - C. How compliance with contracts terms and conditions will be assured
 - D. Previous experience with subcontractor(s)
- 8.6. BUSINESS REFERENCES
- 8.6.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.
- 8.6.2. Vendors shall provide a minimum of three (3) business references from similar projects performed for private and/or public sector clients within the last five (5) years, see *Reference Questionnaire*.
- 8.6.3. The purpose of these references is to document relevant experience and aid in the evaluation process.
- 8.6.4. Business references should return *Reference Questionnaire* directly to Single Point of Contact via email.
- 8.6.5. Business references will not be accepted directly from proposing vendor.
- 8.6.6. The State will not disclose submitted references, but will confirm if a reference has been received.
- 8.6.7. The State reserves the right to contact references during evaluation.

9. SUBMISSION CHECKLIST

- 9.1. This section identifies documents that shall be submitted to be considered responsive. Vendors are encouraged to review all requirements to ensure all requested information is included in their response.
 - 9.1.1. Proposals must be submitted as a Flash Drive or CD to the address listed on Page 1, Attention Sharon Knigge.
 - 9.1.2. The Technical Proposal and Cost Proposal shall be submitted as separate PDF files.
 - 9.1.3. Vendors are encouraged to submit a single file attachment per proposal section if possible.
 - 9.1.4. Technical proposal information and Cost proposal information shall not be included in the same attachment.
 - 9.1.5. Cost proposal attachment shall not be flagged as confidential.
 - 9.1.6. Additional attachments may be included, but are discouraged and should be kept to a minimum.
- 9.2. TECHNICAL PROPOSAL
 - A. Title Page
 - B. Table of Contents
 - C. Response to Mandatory Minimum Requirements
 - D. Response to Critical Items
 - E. Response to Scope of Work
 - F. Proposed Staff Resumes
 - G. Other Informational Material
- 9.3. PROPRIETARY INFORMATION. If necessary. Attachment should be flagged confidential.
 - A. Title Page
 - B. Table of Contents
 - C. Trade Secret information, cross referenced to the technical proposal
- 9.4. COST PROPOSAL
- 9.5. SIGNED ATTACHMENTS
 - A. Vendor Information Response
 - B. Vendor Certifications
 - C. Confidentiality and Certification of Indemnification
 - D. Certification Regarding Lobbying
- 9.6. OTHER ATTACHMENTS. If necessary, not recommended.
- 9.7. REFERENCE QUESTIONNAIRES. Not submitted directly by vendor.