

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701



Brian Sandoval
Governor

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State of Nevada
Purchasing Division
Request for Proposal: 3192
For
**JANITORIAL SERVICES
DETR BUILDINGS - LAS VEGAS**

Release Date: July 1, 2015

Deadline for Submission and Opening Date and Time: August 20, 2015 @ 2:00 PM

Mandatory Walk-Through: July 16, 2015 @ 9:00AM

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

For additional information, please contact:

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Refer to Section 9 for instructions on submitting proposals

VENDOR INFORMATION SHEET FOR RFP 3192

Vendor Must:

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Tab III of the Technical Proposal.

V1	Company Name	
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V2	Street Address	
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V3	City, State, ZIP	
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V4	Telephone Number	
	Area Code:	Number:

V5	Facsimile Number	
	Area Code:	Number:

V6	Toll Free Number	
	Area Code:	Number:

V7	<i>Contact Person for Questions / Contract Negotiations, including address if different than above</i>	
	Name:	
	Title:	
	Address:	
	Email Address:	

V8	Telephone Number for Contact Person	
	Area Code:	Number:

V9	Facsimile Number for Contact Person	
	Area Code:	Number:

V10	<i>Name of Individual Authorized to Bind the Organization</i>	
	Name:	Title:

V11	<i>Signature (Individual must be legally authorized to bind the vendor per NRS 333.337)</i>	
	Signature:	Date:

TABLE OF CONTENTS

1. PROJECT OVERVIEW	4
2. ACRONYMS/DEFINITIONS	5
3. SCOPE OF WORK	8
4. COMPANY BACKGROUND AND REFERENCES	30
5. COST	36
6. FINANCIAL	36
7. WRITTEN QUESTIONS AND ANSWERS	37
8. RFP TIMELINE.....	37
9. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT	38
10. PROPOSAL EVALUATION AND AWARD PROCESS	48
11. TERMS AND CONDITIONS	49
12. SUBMISSION CHECKLIST	55
ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION	56
ATTACHMENT B – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE	57
ATTACHMENT C – VENDOR CERTIFICATIONS	58
ATTACHMENT D – CONTRACT FORM	59
ATTACHMENT E – INSURANCE SCHEDULE FOR RFP 3192	60
ATTACHMENT F – REFERENCE QUESTIONNAIRE.....	61
ATTACHMENT G – PROPOSED STAFF RESUME.....	62
ATTACHMENT H – COST SCHEDULE	63
ATTACHMENT I – COST PROPOSAL CERTIFICATION OF COMPLIANCE.....	64
ATTACHMENT J – PRE-REGISTRATION FORM FOR MANDATORY WALK-THROUGH.....	65

A Request for Proposal (RFP) process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors' technical exceptions and/or assumptions should be clearly stated in *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP*. Vendors' cost exceptions and/or assumptions should be clearly stated in *Attachment I, Cost Proposal Certification of Compliance with Terms and Conditions of RFP*. Exceptions and/or assumptions will be considered during the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State per NRS 333.350(1).

Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to, NRS 281A and the Governor's Proclamation, which can be found on the Purchasing Division's website (<http://purchasing.state.nv.us>).

1. PROJECT OVERVIEW

1.1 The State of Nevada Purchasing Division, on behalf of the Nevada Department of Employment, Training and Rehabilitation, is soliciting proposals for janitorial services for office and administration areas at three (3) locations in Las Vegas, Nevada. The three (3) locations are as follows:

- 1.1.1 3405 S Maryland Parkway, Las Vegas
- 1.1.2 2827 Las Vegas Blvd., Las Vegas
- 1.1.3 1001 A Street, Las Vegas

1.2 The Nevada Department of Employment, Training and Rehabilitation will administer contract(s) resulting from this RFP. The resulting contract(s) will be for an initial contract term of four (4) years, anticipated to begin January 1, 2016, subject to Board of Examiners approval, with an option to renew for two (2) additional years, if agreed upon by both parties and in the best interest of the State.

1.3 The State will conduct a **Mandatory** walk-through that will be held Thursday, July 16, 2015 @ 9:00 AM. The meeting location will be at the Department of Employment, Training and Rehabilitation, 3405 S Maryland Parkway, Las Vegas, Nevada.

- 1.3.1 Walk-throughs will be conducted in the morning for 3405 S Maryland Parkway, 2827 Las Vegas Blvd. and 1001 A Street.
- 1.3.2 Vendors must complete and return *Attachment J, "Pre-Registration Form for Mandatory Walk-through"* prior to the walk-throughs. Vendors must pre-register for the walk-throughs.
- 1.3.3 Walk-throughs will only be conducted on Thursday, July 16, 2015.

1.4 Vendors are not required to submit Proposals for each location. Vendors may submit Proposals on one (1) or more locations. Contract(s) may be awarded to a maximum of three (3) vendors.

2. ACRONYMS/DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

Acronym	Description
<i>Assumption</i>	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
<i>Awarded Vendor</i>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
<i>BOE</i>	State of Nevada Board of Examiners
<i>Clean</i>	Free from, dirt, dust, marks, stains, film, odor, lint, or spots that can be detected on floors, walls, partitions, ledges, trim, doors, moldings, or fixtures within the building.
<i>Confidential Information</i>	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS 333.020(5) (b).
<i>Contract Approval Date</i>	The date the State of Nevada Board of Examiners officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful vendor.
<i>Contract Award Date</i>	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.
<i>Contractor</i>	The company or organization that has an approved contract with the State of Nevada for services identified in this RFP. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance.
<i>Cross Reference</i>	A reference from one document/section to another document/section containing related material.
<i>Customer</i>	Department, Division or Agency of the State of Nevada.
<i>Division/Agency</i>	The Division/Agency requesting services as identified in this RFP.
<i>Evaluation Committee</i>	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.
<i>Exception</i>	A formal objection taken to any statement/requirement identified within the

Acronym	Description
	RFP.
<i>Goods</i>	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.
<i>Key Personnel</i>	Vendor staff responsible for oversight of work during the life of the project and for deliverables.
<i>LCB</i>	Legislative Counsel Bureau
<i>LOI</i>	Letter of Intent - notification of the State’s intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
<i>May</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<i>Must</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>NAC</i>	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: www.leg.state.nv.us .
<i>NOA</i>	Notice of Award – formal notification of the State’s decision to award a contract, pending Board of Examiners’ approval of said contract, any non-confidential information becomes available upon written request.
<i>NRS</i>	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: www.leg.state.nv.us .
<i>Pacific Time (PT)</i>	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time.
<i>Proprietary Information</i>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a).
<i>Public Record</i>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).

Acronym	Description
<i>Redacted</i>	The process of removing confidential or proprietary information from a document prior to release of information to others.
<i>RFP</i>	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection as defined in NRS 333.020(8).
<i>Shall</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>Should</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<i>State</i>	The State of Nevada and any agency identified herein.
<i>Subcontractor</i>	Third party, not directly employed by the contractor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.
<i>Trade Secret</i>	Information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
<i>User</i>	Department, Division, Agency or County of the State of Nevada.
<i>Vendor</i>	Organization/individual submitting a proposal in response to this RFP.
<i>Will</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

2.1 STATE OBSERVED HOLIDAYS

The State observes the holidays noted in the following table. When January 1st, July 4th, November 11th or December 25th falls on Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.

Holiday	Day Observed
New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	Friday following the Fourth Thursday in November
Christmas Day	December 25

3. SCOPE OF WORK

3.1 PROJECT SPECIFICATIONS

3.1.1 Examination of Premises during **Mandatory Walk-Through**

- 3.1.1.1 A **Mandatory Walk-Through** (*Refer to Section 1.3*) will be conducted at the project sites of 3405 S Maryland Parkway, 2827 Las Vegas Blvd, and 1001 A St., Las Vegas, Nevada.
- 3.1.1.2 The information provided to vendors for purpose of bidding this project was obtained from the agency; however, it is the vendor's responsibility to investigate and confirm its accuracy and completeness to the vendor's satisfaction.
- 3.1.1.3 Vendor(s) must examine the building and be satisfied as to existing conditions in which they will be obligated to operate, in performing the work pursuant to a resultant contract, including but not limited to, the buildings square footage and materials to be cleaned.
- 3.1.1.4 Questions will not be allowed during the Mandatory walk-through. All questions must be addressed in writing per *Section 7* of the RFP. Answers will be provided in an amendment per the *Timeline in Section 8*.

3.1.2 Hours of Service

- 3.1.2.1 The Department will make every effort to provide contractor with full and free access to the building to render services. All normal, routine service, inspection work and cleaning of building is to be completed five (5) days per week, Monday through Friday, between the hours of 6:00 PM to 6:00 AM, except for emergency call back services.
- 3.1.2.2 Other exceptions may be additional hours/services as requested by the Department at any time or any day of the week.
- 3.1.2.3 Additional hours/services shall be based on an hourly rate to be provided by Contractor in their response to this RFP.
- 3.1.2.4 Contractor must at all times, while his crew is on-site, supply at least one (1) supervisor that communicates in the English language.

3.1.3 Availability Requirements

- 3.1.3.1 The Department must be able to communicate with a contact person via telephone and or cell phone during business hours 7:00 AM through 7:00 PM.
- 3.1.3.2 Answering machines/service is not acceptable.
- 3.1.3.3 The contact person must be available and able to respond to the Department's calls within one (1) hour after the Department's call is made.
- 3.1.3.4 Any deviation from this practice will result in immediate disciplinary action. A letter of notification of default will be sent to the Contractor and possible termination of the contract(s).

3.1.4 Materials and Supplies

- 3.1.4.1 Except as specifically stated otherwise herein, the Contractor shall supply all necessary cleaning equipment and labor associated with the janitorial services in order to maintain the State's building in a first-class condition.
- 3.1.4.2 All equipment used by Contractor's employees shall meet "standards of the industry" and used in a safe manner.
- 3.1.4.3 Contractor shall review with the Department all equipment and material.

3.1.4.4 The Department will provide all cleaning items:

- Disinfectants
- Floor waxes
- Strippers
- Soap products
- Paper products
- Sand for urns
- Light bulbs

3.1.4.5 Contractor shall notify the Department the next business day, Monday through Friday, by 8:30 AM when supplies become low.

3.1.5 Inspection of Services and Material

3.1.5.1 The Contractor shall meet on-site with the Department weekly to inspect Contractor's work, to discuss any issues and to facilitate the mutual monitoring of the terms and conditions of this contract.

3.1.5.2 The frequency of these inspections may be changed at the Departments sole discretion.

3.1.5.3 During the inspection a "Quality Control Inspection Form" will be completed and discussed with Contractor. Contractor may make any comments on the Inspection Form and must sign the document. A copy of all inspection forms will be placed in the contract file.

3.1.5.4 All services performed, any materials supplied and equipment used to perform the required services, shall be subject to inspection, by the Department.

3.1.5.5 The Department retains the right to conduct additional inspections without Contractor being present.

3.1.6 Performance Standards

3.1.6.1 If any services performed by Contractor are deemed unacceptable and not in conformance with the specifications and requirements of the contract, the Department shall have the right to require the Contractor to perform the services again in conformity with said specifications at no additional cost to the State.

3.1.6.2 In the event the unacceptable service is not done properly the second time, the Department reserves the right to deduct a prorated amount from any monies due Contractor.

3.1.7 Special Projects

3.1.7.1 The Department must be notified in writing, three (3) business days prior to any quarterly, semi-annual or annual project being started.

3.1.7.2 Special projects include floor stripping and waxing, sealing of tile, carpet cleaning, light diffuser cleaning and window washing.

3.2 DAILY CLEANING SPECIFICATIONS

3.2.1 General Office and Public Areas

3.2.1.1 Wastebaskets/Trash Receptacle

- A. Trash from wastebaskets, trash receptacles and other waste material labeled as trash must be removed from the building.
- B. All trash is to be put in large plastic trash bags. These bags will be sealed and disposed of in the trash dumpsters provided.
- C. Recycle paper in white boxes/bins throughout the building are to be put in large trash bags, sealed and put into the white recycle dumpsters, where available, on the complex.
- D. Trash receptacles shall always have plastic liners in them and are to be cleaned whenever there has been a liquid spill in the receptacle or if the liner has slipped and food or other particles are on the wastebasket.
- E. Plastic liners are to be replaced at least once a week or daily if organic matter or stench is present.

3.2.1.2 Vacuum Carpeted Areas

- A. Thoroughly vacuum all exposed carpeted areas and throw rugs nightly.
- B. This will include all offices, public areas and traffic areas including all corridors and paths ways within office areas.
- C. Only vacuums equipped with a HEPA filtration system that meets all State and Federal legal requirements are acceptable. All vacuums must have a minimum of a 12 Amp motor and be equipped with a brush with a minimum RPM of 1,000 to 1,200 for effective cleaning.
- D. All back packs that will be used to clean the modular furniture must also have a HEPA filtration system in them.

- E. All equipment will be subject to inspection and approval by the Department prior to contract start.

3.2.1.3 Spot Clean Carpet

- A. All carpet areas are to be spot cleaned daily.
- B. During normal service hours, Contractor shall use their best efforts to remove stains from carpets, throw rugs and other flooring material.
- C. The affected area will be vacuumed and Department provided spot cleaner applied to remove the stain. If this does not eliminate the stain, the Contractor shall notify the Department the next business day, Monday through Friday by 8:30 AM.

3.2.1.4 Additional Carpet Care

- A. All carpet areas must have any and all staples or paper clips removed daily. At no time will there be an accumulation of staples in any carpet area.
- B. All gum and other foreign matters that are in the carpet will also be removed on a daily basis.
- C. If a foreign substance will not come out, the Contractor shall notify the Department the next business day, Monday through Friday by 8:30 AM.

3.2.1.5 Dusting

The State understands that the following requirements cannot be completed daily throughout the entire building; however, Contractor shall schedule daily work so that the requirements of this section are completed throughout the entire building each week.

- A. Dust and remove finger prints from all exposed furniture tops and sides, including but not limited to, desks, chairs, tables, lamps, doors, filing cabinets, shelving, window sills, pictures, door frames, ledges, modular furniture, soda machines, candy machines, appliances, paper shredders and partial partitions. This task will be accomplished in a manner that does not disturb any of the objects that are on the surface.
- B. The only exception will be if a desk or table has a note asking that the surface not be cleaned.
- C. A complete cleaning and polishing of these surfaces will be done any time the surface is clear of all objects.

- D. Walls and doors are to be kept clean and free from spots and hand prints.
- E. The kick plates at the bottom of any door shall also be cleaned daily.
- F. **NOTE:** It is to be understood that custodians are never to wedge a door open in the jamb/hinge area. The Contractor will be responsible for the cost for repairing the damaged doors due to this practice.
- G. All doorways and/or entrances will be manually swept thoroughly every day.
- H. **NOTE:** Computer keyboards and monitors, typewriters and calculators are not to be cleaned in any manner by the Contractor's employees. The users of this equipment will be responsible for their cleaning. Also, desks and work surfaces that are not cleaned-off shall not be cleaned.

3.2.1.6 Hard Floor Care

- A. Dust mop and spot damp mop with cool, clean water all tiles, ceramic, concrete, stone, resilient, linoleum or other compound tile floor daily.
- B. Upon completion of daily routine work, all floors will be free of all dust, dirt, film streaks, debris, standing water and will present a uniform wet look appearance when dry.

3.2.1.7 Drinking Fountains

- A. Clean, polish and sanitize drinking fountains to present a finish with no streaks, smudges and watermarks.
- B. Drinking fountains are to be polished with a stainless steel polish.

3.2.1.8 Entryways and Doors

- A. Entry glass is to be cleaned inside and outside daily, utilizing a Department provided cleaner to minimize fingerprints.
- B. If the Contractor supplies any products, the Contractor will be required to furnish the Department with all written information on the product and must receive approval in writing for use of this product. It may be necessary to provide a sample of the product prior to approval.

- C. Entry doors are considered all doors that lead in or out of a building and the windows that encompass the entry, whether it is just one or a hallway that is considered the entry corridor with a height not to exceed twelve feet.

3.2.1.9 Smoking Areas

- A. All cigarette butts, matches, bits of paper, etc. are to be removed daily and sand added to cigarette urns as needed to maintain a full level.
- B. This includes the grounds immediately surrounding the smoking area and cigarette sand urns.
- C. On the last day of each month Contractor shall dispose the old sand and refill the container with new sand. The replacement sand will be provided by the Department.

3.2.1.10 Copy Room Care

- A. All copy rooms are to be vacuumed thoroughly and/or the resilient tile floors are to be dust mopped then damp mopped nightly.
- B. This includes around and under the copier and shredding machine.

3.2.1.11 Mats

Rubberized mats, walk off mats, and carpets are to be vacuumed daily with a HEPA vacuum.

3.2.1.12 Interior Stairwells

- A. All interior stairwells are to be dust mopped or swept and wet mopped nightly.
- B. Hand rails are to be wiped with a neutral cleaner nightly.
- C. If a spill of any kind is found in a stairwell it is to be cleaned-up immediately.
- D. All trash and debris are to be removed nightly.
- E. If there are any problems in the stairwells, the Contractor shall notify the Department the next business day, Monday through Friday by 8:30 AM.

3.2.1.13 Vending Room and Machines

- A. All vending machines are to be kept clean on the exterior of the machine.
- B. The surfaces of the machines will be cleaned with a disinfectant. The surfaces should never show streaks or smudges.
- C. The tops of all machines are to be dusted nightly and are to never have any trash, paper and/or dust left visible on them.

3.2.1.14 Elevators

- A. Elevators shall be wiped down daily with a general cleaner/disinfectant to remove all marks, finger prints, etc.
- B. The surfaces should never show streaks or smudges.
- C. The elevator door tracks shall be kept clean and free of debris.
- D. **NOTE:** If the elevator company has to come out because of a dirty door track, the Contractor will be charged after the first offense.

3.2.1.15 Janitor Closet(s)

- A. The sink area and walls in janitor's closets will be kept clean at all times.
- B. Upon completion of daily routine work, the floor will be cleaned of any spills or spots.

3.2.2 Restrooms

3.2.2.1 Cleaning of all restrooms is a high priority and are to be cleaned and serviced on a daily basis.

- A. All fixtures, floors, walls and stall dividers are to be cleaned with a Department provided cleaner/disinfectant that will not harm finishes and shall dry completely streak-free and stain free nightly.
- B. Stock piling of refill supplies in the areas of these dispensers is not permitted.

- C. The term “*CLEAN*” as defined in the *Acronyms/Definitions* will mean that no film, odor, stain, dust, lint, or spot can be detected on floors, walls, partitions, ledges, trim, doors, moldings, or fixtures within the restrooms.

3.2.2.2 Soap Dispensers

- A. Refill soap dispensers to maximum capacity every night.
- B. The chrome is to be polished and is to be streak free.
- C. Broken soap dispensers are to be reported to the Department the next business day, Monday through Friday by 8:30 AM.

3.2.2.3 Trash Receptacle and Waste Cans

- A. Empty trash containers, polish stainless steel, wipe out inside and replace the liner nightly.
- B. The containers are never to be streaky or smudged.

3.2.2.4 Mirror and Glass

- A. Wash all mirror surfaces with glass cleaner.
- B. At no time are mirrors to be left streaky or with smudges on them.
- C. The stainless steel around the mirror will be dusted nightly and polished where applicable.

3.2.2.5 Wall Care

All partitions and Fiberglass Re-enforced Panel (FRP) walls are to be wiped down nightly with a disinfectant and left with a streak free appearance.

3.2.2.6 Toilets

- A. All porcelain toilets and toilet seats are to be cleaned with a disinfectant, thoroughly and streak free, inside and outside, top and bottom.
- B. All stainless steel, where applicable, is to be polished.

3.2.2.7 Urinals

- A. All porcelain urinals are to be cleaned with a disinfectant, thoroughly and streak free, inside and outside, top and bottom.

- B. All stainless steel, where applicable, is to be polished.
- C. All urinals are to have a rubberized pad without a disinfectant block. These pads will be lifted out nightly, by the Contractors staff, cleaned under and then replaced.
- D. Drain pads are to be replaced on the first of every month. Pads must be dated on the down side with a permanent ink pen when they are placed.
- E. **NOTE:** Toilets and urinals will be checked randomly with a black light to expose areas that have not been cleaned properly with a disinfectant. This check will be randomly done during inspections and improperly cleaned toilets and urinals can cause a failure of the inspection.

3.2.2.8 Toilet Paper Dispensers

- A. All toilet paper dispensers are to be checked and refilled to maximum nightly.
- B. If a roll of toilet paper is 1/3 or less it is to be replaced and the partial roll left next to the dispenser.
- C. The dispensers are to be cleaned with a disinfectant and streak free.
- D. All stainless steel, where applicable, is to be polished.

3.2.2.9 Paper Towel Dispensers

- A. Paper towel dispensers are to be checked and refilled to maximum nightly.
- B. The dispensers are to be cleaned with a disinfectant and streak free.
- C. All stainless steel, where applicable, is to be polished.

3.2.2.10 Sanitary Napkin Dispensers

- A. In the ladies restrooms, all sanitary napkin depositories are to be checked and emptied nightly.
- B. The units are to be wiped outside and inside with a disinfectant cleaning solution and streak free.
- C. Bags are to be replaced daily.

3.2.2.11 Graffiti Removal

- A. Remove all graffiti from all surfaces.
- B. Contractor may consult with any specialist and/or the Department in completing the removal of graffiti.
- C. The Contractor must notify the Department, in writing, of any unsightly mark or graffiti that cannot be cleaned off the wall, partition and mirrors, within twenty-four (24) hours of finding the problem.

3.2.2.12 Food Areas

- A. Cleaning of all kitchens (excluding, dishes and utensils) and break-rooms are a high priority and will be cleaned with Department provided cleaning supplies that will not harm finishes.
- B. All floors, tables, cabinets, counters, and windows are to be cleaned according to cleaning instructions included in the daily, weekly, monthly, and quarterly detailed instructions.
- C. Exteriors of refrigerators, ovens and microwave cabinets are to be wiped down daily.
- D. Interiors of ovens and microwaves are to be thoroughly cleaned weekly (utilizing Department provided cleaning supplies). This must be done Friday evenings.

3.3 WEEKLY CLEANING

3.3.1 General Office and Public Areas

3.3.1.1 Dusting

Refer to **Section 3.2.1.5**; these specifications are to be scheduled daily so as to complete the tasks throughout the whole building each week.

3.3.1.2 Vacuuming

- A. In addition to the daily specifications per **Sections 3.2.1.2, 3.2.1.3 and 3.2.1.4**, one (1) time per week, all carpet edges, accessible carpet beneath furniture and carpet beneath light, movable furniture shall be thoroughly vacuumed.

- B. The carpet edge is defined as the area from the cove to one and a half inches away from the wall. This will be accomplished with a vacuum with a hose attachment or a back-pack vacuum.
- C. The only area that the back pack vacuum will be considered permissible will be in very tight corners, along the edges of any carpet area, when vacuuming the modular furniture, when cleaning blinds and under equipment.

3.3.1.3 Cleaning

- A. Spot clean to remove all spots and marks from walls, around light switches, door knobs and door jams.
- B. All HVAC supply and return air vents (that are accessible) are to be kept clean and free of dust, webs, and build-up that is visible. If necessary, the process will include, but is not limited to, removing and washing the registers to insure the required clean look.
- C. All surrounding areas of all wall and ceiling vents will be cleaned of any and all dust or residual discoloration.
- D. Janitorial sinks are to be cleaned with a disinfectant solution inside and outside.
- E. All floor drains are to be flushed out with a disinfectant solution.
- F. All stairwells in the building are to be dust mopped then wet mopped.
- G. The stairs are to be left clean with no film or streaky finish from the cleaning solution.

3.3.1.4 Hard Floors: Including Vinyl Composition Tile (VCT), Decorative Concrete, and Sealed Concrete.

- A. All floors shall be dust mopped.
- B. Damp mop using cool, clean, water with a neutral cleaner.
- C. Spray buff/auto scrub using a high-speed floor machine to achieve a wet-look finish. If an area does not buff-up to a wet-look finish, it will be necessary to add a coat of the floor finish that has been Department provided and then re-buff the area. This will be repeated until the required wet look finish is present.

- D. Dust mop again to pick up any particles left from burnishing.
- E. Upon completion of weekly routine work, all floors will be free of all dust, dirt, film streaks, debris, standing water and will present a uniform wet look appearance when dry.
- F. There should not be a visible build-up of wax, dirt or discoloration around the edge of the hard floor where it meets the cove molding, nor at any corners or door jambs.
- G. Floors will be maintained in such a manner as to promote longevity and safety.
- H. Upon completion of the work, all floors will be left in a clean, orderly and safe condition.
- I. Floor finish is to be a protective coating, as well as a safety (non-slip) factor, and will be applied to all tile surfaces without fail, regardless of the tile type.

3.3.1.5 Rubberized/Carpet Mats

- A. Vacuum with the HEPA vacuum all rubberized/carpet mats.
- B. If mats are stained or have a dirty appearance after vacuuming, the Contractor shall notify the Department the next business day, Monday through Friday by 8:30 AM.

3.3.1.6 Stairwells

- A. All stairwells are to be dust mopped then wet mopped with an appropriate cleaning solution.
- B. All hand rails are to be cleaned with an appropriate cleaner.
- C. The stairwells are to be left free of any film or streaky finish from the cleaning solution used.
- D. If a spill of any kind is found in a stairwell it is to be cleaned-up immediately.
- E. All trash and debris are to be removed nightly.
- F. If there are problems with the stairwells, the Contractor is to notify the Department the next business day, Monday through Friday by 8:30 AM.

3.3.1.7 Courtyard: Courtyard must be kept free of trash and debris.

3.4 AREAS SURROUNDING BUILDING

- 3.4.1 Contractor shall sweep sidewalks (adjacent to office only) daily. All trash shall be disposed of.
- 3.4.2 Snow and ice shall be removed from walkways by 7:00 AM or as required by the local Office Manager.

3.5 MONTHLY CLEANING SPECIFICATIONS

- 3.5.1 Hard Floor Care: Vinyl Composition Tile (VCT), Decorative Concrete and Sealed Concrete.
 - 3.5.1.1 All floors shall be dust mopped.
 - A. Damp mop using cool, clean water with a neutral cleaner.
 - B. Deep scrub floor using a floor machine and blue pad to remove soil, scuffs and black marks.
 - C. Re-coat VCT floors with two coats of non-slip wax.
 - D. Spray buff/auto scrub all floors using a high-speed floor machine to achieve a wet-look finish.
 - 3.5.1.2 If an area does not buff-up to a wet-look finish, it will be necessary to add an additional coat of the appropriate finish that has been Department provided and then re-buff the area. This will be repeated until the required wet look finish is present.
 - 3.5.1.3 Upon completion of the monthly routine work, all floors will be free of all dust, dirt, film streaks, debris, standing water and will present a uniform wet look appearance when dry.
 - 3.5.1.4 There should not be a visible build-up of wax, dirt or discoloration around the edge of the hard floor where it meets the cove molding, nor at any corners or door jambs.
 - 3.5.1.5 Floors will be maintained in such a manner as to promote longevity and safety.
 - 3.5.1.6 Upon completion of the work, all floors will be left in a clean, orderly and safe condition.
 - 3.5.1.7 Floor finish is to be a protective coating, as well as a safety (non-slip) factor, and will be applied to all surfaces without fail, regardless of the type.

- 3.5.2 Doors
 - 3.5.2.1 All interior and exterior wood, metal, glass or plastic doors shall be cleaned.
 - 3.5.2.2 The doors are not to show any residual streaks or marks.
 - 3.5.2.3 All thresholds and door trim is to be cleaned as well.
 - 3.5.2.4 There is to be no build-up of wax, or dirt on the thresholds at any time.

3.6 QUARTERLY CLEANING SPECIFICATIONS

- 3.6.1 Upholstered Surface

Vacuum with a HEPA vacuum all upholstered surfaces including but not limited to, modular furniture with cloth walls, stairs, couches, benches, etc.
- 3.6.2 Vertical & Horizontal Blinds

Vacuum, with a HEPA vacuum, any vertical and horizontal blinds in the buildings. This must be accomplished with a HEPA Vacuum with a hose attachment or a HEPA Back-Pack Vacuum.
- 3.6.3 Hard Floor: Vinyl Composition Tile (VCT), Decorative Concrete and Sealed Concrete.
 - A. Strip floors of old wax and floor finish by going over the floor completely several times using a floor machine equipped with a stripping pad.
 - B. Apply three (3) coats of sealer to all floors and let sealer dry completely.
 - C. Re-coat VCT with three (3) coats of non-slip wax.
 - D. Spray buff/auto scrub using a high-speed floor machine to achieve a wet-look finish.
 - 3.6.3.2 If an area does not buff-up to a wet-look finish, it will be necessary to add a coat of the appropriate finish that has been Department provided and then re-buff the area. This will be repeated until the required wet look finish is present.
 - 3.6.3.3 Upon completion of the quarterly work, all floors will be free of all dust, dirt, film streaks, debris, standing water and will present a uniform wet look appearance when dry.

- 3.6.3.4 There should not be a visible build-up of wax, dirt or discoloration around the edge of the hard floor where it meets the cove molding, nor at any corners or door jambs.
- 3.6.3.5 Floors will be maintained in such a manner as to promote longevity and safety.
- 3.6.3.6 Upon completion of the work, all floors will be left in a clean, orderly and safe condition.
- 3.6.3.7 Floor finish is understood to be a protective coating, as well as a safety (non-slip) factor, and will be applied to all tile surfaces without fail, regardless of the tile type.

3.6.4 Windows

- 3.6.4.1 All interior and exterior windows of the building shall be cleaned three (3) times per year and as requested by Department facilities maintenance personnel.
- 3.6.4.2 The cleaning shall be scheduled upon notice from the Department in the Fall, Spring and Summer.
- 3.6.4.3 Clean windows will be defined as no streaks, smudges, water spots, finger prints, dirt/mud or other foreign matter on the surface of any glass upon completion of this service.
- 3.6.4.4 Any ground level windows or glass less than twelve feet (12') in height may be cleaned by the janitorial Contractor.
- 3.6.4.5 Any windows or glass higher than twelve feet (12') above ground level will require a licensed Window Cleaning sub-contractor.
- 3.6.4.6 The Contractor will be responsible for arranging the Window Cleaning Contract as well as the cost of the window cleaning contract.

3.7 SEMI-ANNUAL CLEANING SPECIFICATIONS

3.7.1 Carpet Cleaning

- 3.7.1.1 All carpet shall be cleaned two (2) times per year.
- 3.7.1.2 Cleaning must be scheduled and approved in writing by the Department prior to work being done. Work will be inspected and approved after completion.

- 3.7.1.3 All carpet areas are first to be vacuumed with a HEPA vacuum thoroughly and then steam cleaned.
- 3.7.1.4 The Contractor will be responsible for arranging for Carpet Cleaning, as well as the cost of the carpet cleaning. Carpets will be cleaned using a licensed and bonded carpet cleaning company.
- 3.7.1.5 The only cleaning method that will be acceptable will be by a truck mounted system, utilizing STEAM/HOT WATER EXTRACTION. Any other system or method must have prior approval of the Department.
- 3.7.1.6 Proper cleaning will result in carpets free from all types of soil, dry dirt, water soluble soils and petroleum-soluble soils. All carpet will be uniform in appearance when dry and vacuumed. Excessive water is not acceptable since it is on a raised floor with electrical and mechanical below.
- 3.7.2 Base Cove and Wainscot
 - 3.7.2.1 Wipe down/clean all base-cove wainscots throughout the building.
 - 3.7.2.2 The cleaner used should leave a desirable luster. The Department shall supply this cleaner.
- 3.7.3 Light Fixtures and Diffusers
 - 3.7.3.1 Clean all light fixtures and diffusers (under (12') twelve feet high) inside and outside, throughout the building.
 - 3.7.3.2 If non-working light bulbs are discovered, these must be replaced at this time.
 - 3.7.3.3 Contractor shall clean and wash all lighting fixtures twice yearly, October and May.
 - 3.7.3.4 Replacement lamps to be furnished by the Department.
 - 3.7.3.5 Light bulbs will be supplied by the Department.

3.8 SECURITY REQUIREMENTS

3.8.1 Authorized Personnel

Contractor and Contractor's employees or agents are expected to be fully trained, competent individuals, and are strictly prohibited from bringing children, friends, relatives, or any other person into the building who is not an authorized employee of Contractor and who has not been approved by the Department.

3.8.2 Background Check and Fingerprinting

- 3.8.2.1 All employees or agents of Contractor that will be working under this contract are required to have a National Crime Information Center (NCIC) background check and fingerprinting completed, at no cost to the State.
- 3.8.2.2 Applicants can apply through the Nevada Highway Patrol. This NCIC background check should take no longer than two (2) days. The fingerprinting results are expected to take several weeks.
- 3.8.2.3 Once the NCIC check is complete, Contractor's employee/agent will be permitted to work in the State building on a "probationary" basis, until the fingerprinting results have been completed.
- 3.8.2.4 All results must be submitted to the Department within twenty-four (24) hours of receipt.
- 3.8.2.5 In the event the fingerprinting report is negative the probationary employee is to be immediately removed from the building and prohibited from entering the State building under a contract.
- 3.8.2.6 While working under this contract in the State building, all Contractor employees must wear an Identification Card with the Contractor's name, and the employee's name and picture.

3.8.3 List of Contractor's Employees

- 3.8.3.1 Contractor shall furnish the Department a list of all proposed employees, including name and address and how long the Contractor has employed or known the person, at least fourteen (14) days prior to the start date of the contract.
- 3.8.3.2 Contractor shall ensure that all background checks have been completed.
- 3.8.3.3 Results of background checks must be submitted to the Department at least seven (7) days prior to the start date of contract.

3.8.4 Change in Contractor's Employees

- 3.8.4.1 In the event it is necessary for Contractor to replace or substitute an employee, either on a temporary or permanent basis, Contractor shall notify the Department prior to the change and shall insure that the required background checks have been completed and results provided to the Department.

- 3.8.4.2 The Department will provide details to the awarded vendor, regarding the application for background checks.
- 3.8.5 Exterior Doors
 - 3.8.5.1 During the hours of 6:00 PM to 6:00 AM, all exterior doors are to be kept locked at all times and contractor's employees are strictly prohibited from opening exterior doors for anyone.
 - 3.8.5.2 It being understood that any person authorized to enter the building(s) after normal working hours have been provided a key.
 - 3.8.5.3 An exterior door is never to be propped open for the convenience of running to the dumpster, or taking care of any outside projects associated with this contract.
 - 3.8.5.4 The only exception to this rule would be if the threshold on an exterior door way is being cleaned and Contractor's employees remain present until the exterior door is closed and locked.
 - 3.8.5.5 The Contractor's supervisor will be responsible for ensuring all exterior doors have been secured when work is completed.
- 3.8.6 Interior Doors
 - 3.8.6.1 During the hours of 6:00 PM to 6:00 AM all interior doors that have locks are to be locked and unnecessary lighting is to be turned off after completion of the work in an immediate area.
 - 3.8.6.2 An area is not to be left unsecured at any time.
 - 3.8.6.3 The Contractor's supervisor will be responsible for ensuring all interior doors have been secured when work is completed.
- 3.8.7 Building Keys, Alarm Code and Proximity Card Care
 - 3.8.7.1 Contractor shall be fully responsible for the protection of all keys, proximity cards, and alarm codes furnished.
 - 3.8.7.2 The Contractor shall notify the Department in writing when an employee resigns has been terminated or has moved to another facility.
 - 3.8.7.3 Should the key(s) or proximity cards allotted to Contractor become lost or stolen, or corresponding locks have to be re-keyed, the Department may reissue keys, proximity cards, locks and alarm codes at Contractor's expense.

3.9 GENERAL TERMS AND CONDITIONS

3.9.1 Vendor Experience Requirement

3.9.1.1 Vendor shall provide proof of experience in cleaning one (1) or more buildings of at least 60,000 square feet of office space, for a minimum of two (2) years; or

3.9.1.2 A combination of up to four (4) buildings with combined total of 100,000 square feet or more for a minimum of two (2) years.

3.9.2 Project

3.9.2.1 The awarded vendor will supply all necessary equipment and labor to maintain janitorial services for the State building(s) identified within their approved contract.

3.9.2.2 The awarded vendor will have the responsibility for providing continuous professional janitorial work per the terms and conditions of the contract.

3.9.3 Schedule Changes

3.9.3.1 The Department reserves the right to vary the established service schedule from time to time according to the needs of the facility.

3.9.3.2 If the Department deems any change to be substantive, an adjustment in compensation may be due.

3.9.3.3 Any adjustment in compensation must be approved by the State Board of Examiners prior to an increase.

3.9.4 Changes in Job Specifications

3.9.4.1 The Department reserves the right to make changes in the job specifications contained herein.

3.9.4.2 If, after award of contract, Contractor has a recommendation regarding a requested specification, Contractor shall present the proposed recommendation, in writing, to the Department and a timely response will be issued.

3.9.4.3 If the Department deems any change to be substantive, an adjustment in compensation may be due.

3.9.4.4 Any changes shall be finalized in writing, subject to the agreement of Contractor and the Department, if in the best interest of the State.

- 3.9.4.5 Any increase in compensation must be approved, on a contract amendment, by the State Board of Examiners.
- 3.9.4.6 The Contractor will make no changes to the janitorial services without the prior written approval of the Department.
- 3.9.4.7 The Department realizes that the Contractor is the professional and through experience may have a better working knowledge involving the Job Specifications contained herein.
- 3.9.4.8 All questions and/or comments will be accepted and appreciated by the Department.
- 3.9.5 Vendor Employee Contact with State Agencies
 - 3.9.5.1 No State agency or their employees are to be contacted by the Contractor or the Contractor's employees at any time regarding a janitorial complaint and/or services, unless directed to do so by the Department.
 - 3.9.5.2 The Department's main contact for the Contractor will be established upon the award of the contract(s).
- 3.9.6 Contract Labor

Any person working in a State building under any contract must be an employee of the Contractor.
- 3.9.7 Use of State Equipment and/or State Employee's Personal Property

The Contractor and their employees are strictly prohibited from using State equipment and/or a State's employee's personal property for any reason. This includes, but is not limited to televisions, video cassette recorders, radios, tape recorders, copy machines, typewriters and computers.
- 3.9.8 Use of State Telephones
 - 3.9.8.1 The use of telephones in any State building will be allowed only in case of an emergency or to call the Alarm Company for the purpose of alarm in and out.
 - 3.9.8.2 If an employee of the Contractor uses a phone to make any personal calls the Contractor will be financially responsible and the employee may be requested to be removed from the project.

3.9.9 Vendor Accountability

3.9.9.1 Contractor shall be held accountable for compliance with the terms, conditions and scope of work of contract and detailed in this Request for Proposal.

3.9.9.2 Infractions will be dealt with according to the severity, number of occurrences and the term and conditions of the contract.

3.9.9.3 It is understood that the Contractor and the Department desire to enter into a contract for the services specified herein, and is the intent of both Parties to establish a good working relationship that will be of mutual benefit.

3.9.10 Dismissal of a Contractor's Employee

3.9.10.1 The Department reserves the right to request the dismissal of an employee from the project for any reason, upon verbal notification of an inappropriate situation or incident.

3.9.10.2 Upon request the employee will be removed from service of the project no later than the end of the date of request.

3.9.11 Failure to comply with the terms and conditions of the contract may result in a Default of Contract.

3.10 GENERAL PROVISIONS

3.10.1 Except as specifically stated otherwise herein, the Contractor shall furnish all equipment and supplies necessary in the performance of the contract.

3.10.2 This "Schedule of Janitorial Services" to be performed by Contractor is attached to and made a part of the final "Independent Contract for Janitorial Services" which is the contract signed by all parties.

3.11 BUILDING INFORMATION

Maryland Pkwy Job Connect 3405 S Maryland Parkway Las Vegas NV 89109	Casual Labor Office 1001 North A Street Las Vegas NV 89106	North LV Job Connect 2827 North Las Vegas Blvd. North Las Vegas, NV 89030
Tiled Areas: 2,592 SF	Epoxy Floor Area: 1,163 SF	Tiled Areas: 404 SF
VCT Area: 728 SF	Carpeted Area: 770 SF	VCT Area: 1,902 SF
Carpeted Area: 11,504 SF	Windows: 267 SF	Carpeted Area: 5,612 SF
Concrete Floor: 5,398 SF	Blinds: 151 SF	Windows: 423 SF
Windows: 960 SF	Drinking Fountains: 1	Blinds: 248 SF
Shades: 960 SF	Commode: 3	Drinking Fountains: 2
Drinking Fountains: 3	Urinal: 1	Commode: 7
Commode: 7	Sinks: 4	Urinal: 2
Urinal: 2	Counters: 1	Sinks: 6
Sinks: 9	Mirrors: 28 SF	Counters: 3
Counters: 1	Janitors Sink: 1	Mirrors: 30 SF
Mirrors: 30 SF		Janitors Sink: 1
Janitors Sink: 1		

4. COMPANY BACKGROUND AND REFERENCES

4.1 VENDOR INFORMATION

4.1.1 Vendors must 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:	
Location(s) of the company offices:	
Location(s) of the office that will provide the services described in this RFP:	
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 will be assigned for this project:	

4.1.2 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state must 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.

4.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State’s Office pursuant to NRS76. Information regarding the Nevada Business License can be located at <http://sos.state.nv.us>.

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.

4.1.4 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.

4.1.5 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:	

4.1.6 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 will be performing or producing the services which you will be contracted to provide under this contract, you must disclose the identity of each such person in your response to this RFP, and specify the services that each person will be expected to perform.

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

4.1.8 Vendors must review the insurance requirements specified in **Attachment E, Insurance Schedule for RFP 3192**. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in **Attachment E**.

Yes		No	
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Any exceptions and/or assumptions to the insurance requirements *must* be identified on *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP*. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Upon contract award, the successful vendor *must* provide the Certificate of Insurance identifying the coverages as specified in *Attachment E, Insurance Schedule for RFP 3192*.

- 4.1.9 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.
- 4.1.10 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.
- 4.1.11 Financial information and documentation to be included in *Part III, Confidential Financial Information* of vendor’s response in accordance with *Section 9.5, Part III – Confidential Financial Information*.
 - 4.1.11.1 Federal Tax Identification Number

4.2 SUBCONTRACTOR INFORMATION

4.2.1 Does this proposal include the use of subcontractors?

Yes		No	
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If “Yes”, vendor must:

- 4.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 4.2.1.2 If any tasks are to be completed by subcontractor(s), vendors must:
 - A. Describe the relevant contractual arrangements;
 - B. Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and
 - C. Describe your previous experience with subcontractor(s).
- 4.2.1.3 Vendors must describe the methodology, processes and tools utilized for:

- A. Selecting and qualifying appropriate subcontractors for the project/contract;
 - B. Ensuring subcontractor compliance with the overall performance objectives for the project;
 - C. Ensuring that subcontractor deliverables meet the quality objectives of the project/contract; and
 - D. Providing proof of payment to any subcontractor(s) used for this project/contract, if requested by the State. Proposal should include a plan by which, at the State's request, the State will be notified of such payments.
- 4.2.1.4 Provide the same information for any proposed subcontractors as requested in **Section 4.1, Vendor Information**.
- 4.2.1.5 Business references as specified in **Section 4.3, Business References** must be provided for any proposed subcontractors.
- 4.2.1.6 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 4.2.1.7 Vendor must 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 must receive agency approval prior to subcontractor commencing work.

4.3 BUSINESS REFERENCES

- 4.3.1 Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last three (3) years.
- 4.3.2 Vendors must provide the following information for **every** business reference provided by the vendor and/or subcontractor:
- The "Company Name" must be the name of the proposing vendor or the vendor's proposed subcontractor.

Reference #:	
Company Name:	
<i>Identify role company will have for this RFP project (Check appropriate role below):</i>	
	VENDOR
	SUBCONTRACTOR
Project Name:	
Primary Contact Information	
Name:	
Street Address:	
City, State, Zip:	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Alternate Contact Information	
Name:	
Street Address:	
City, State, Zip:	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Project Information	
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	
Original Project/Contract Start Date:	
Original Project/Contract End Date:	
Original Project/Contract Value:	
Final Project/Contract Date:	
Was project/contract completed in time originally allotted, and if not, why not?	
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	

4.3.3 Vendors must also submit **Attachment F, Reference Questionnaire** to the business references that are identified in **Section 4.3.2**.

4.3.4 The company identified as the business references must submit the Reference Questionnaire directly to the Purchasing Division.

- 4.3.5 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in **Section 8, RFP Timeline** for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.
- 4.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

4.4 VENDOR STAFF RESUMES

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

5. COST

Vendors must provide detailed fixed prices for all costs associated with the responsibilities and related services. Clearly specify the nature of all expenses anticipated (refer to **Attachment H, Cost Schedule**).

6. FINANCIAL

6.1 PAYMENT

- 6.1.1 Upon review and acceptance by the State, payments for invoices are normally made within 30 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 must bill the State as outlined in the approved contract and/or payment schedule.
- 6.2.3 Vendors may propose an alternative payment option. Alternative payment options must be listed on **Attachment I, Cost Proposal Certification of Compliance with Terms and Conditions of the RFP**. Alternative payment options will be considered if deemed in the best interest of the State, project or service solicited herein.

7. WRITTEN QUESTIONS AND ANSWERS

In lieu of a pre-proposal conference, the Purchasing Division will accept questions and/or comments in writing, received by email regarding this RFP.

7.1 QUESTIONS AND ANSWERS

7.1.1 The RFP Question Submittal Form is located on the Services RFP/RFQ Opportunities webpage at <http://purchasing.state.nv.us/services/sdocs.htm>. Select this RFP number and the “Question” link.

7.1.2 The deadline for submitting questions is as specified in *Section 8, RFP Timeline*.

7.1.3 All questions and/or comments will be addressed in writing. An email notification that the amendment has been posted to the Purchasing website will be issued 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
Pre-Registration Form for Walk-Through Due	07/14/2015 @ 3:00 PM
Mandatory Walk-Through	07/16/2015 @ 9:00 AM
Deadline for submitting questions	07/30/15 @ 2:00 PM
Answers posted to website	On or about 08/06/2015
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 08/19/2015
Deadline for submission and opening of proposals	No later than 2:00 PM on 08/20/2015
Evaluation period (approximate time frame)	08/20/2015 - 09/03/2015
Selection of vendor	On or about 09/03/2015
Anticipated BOE approval	11/10/2015
Contract start date (contingent upon BOE approval)	01/01/2016

9. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

9.1 GENERAL SUBMISSION REQUIREMENTS

Vendors' proposals must be packaged and submitted in counterparts; therefore, vendors must pay close attention to the submission requirements. Proposals will 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" as defined within *Section 2, Acronyms/Definitions*.

If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with *Section 9.3, Part I B – Confidential Technical and Section 9.5, Part III Confidential Financial Information*. Specific references made to the tab, page, section and/or paragraph where the confidential information can be located must be identified on *Attachment A, Confidentiality and Certification of Indemnification* and comply with the requirements stated in *Section 9.6, Confidentiality of Proposals*.

The remaining section is the Cost Proposal. Vendors may submit their proposal broken out into the three (3) sections required, or four (4) sections if confidential technical information is included, in a single box or package for shipping purposes.

The required CDs must contain information as specified in *Section 9.6.4*.

Detailed instructions on proposal submission and packaging follows and vendors must submit their proposals as identified in the following sections. Proposals and CDs that do not comply with the following requirements may be deemed non-responsive and rejected at the State's discretion.

- 9.1.1 All information is to be completed as requested.
- 9.1.2 Each section within the technical proposal and cost proposal must be separated by clearly marked tabs with the appropriate section number and title as specified.
- 9.1.3 Although it is a public opening, only the names of the vendors submitting proposals will be announced per NRS 333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons 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.
- 9.1.4 If discrepancies are found between two (2) or more copies of the proposal, the master copy will 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.

- 9.1.5 For ease of evaluation, the proposal must be presented in a format that corresponds to and references sections outlined within this RFP and must be presented in the same order. Written responses must be in ***bold/italics*** and placed immediately following the applicable RFP question, statement and/or section. Exceptions/assumptions to this may be considered during the evaluation process.
- 9.1.6 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, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Unnecessarily elaborate responses beyond what is sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the proposer's lack of environmental and cost consciousness. Unless specifically requested in this RFP, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

The State of Nevada, in its continuing efforts to reduce solid waste and to further recycling efforts requests that proposals, to the extent possible and practical:

- 9.1.6.1 Be submitted on recycled paper;
 - 9.1.6.2 Not include pages of unnecessary advertising;
 - 9.1.6.3 Be printed on both sides of each sheet of paper; and
 - 9.1.6.4 Be contained in re-usable binders or binder clips as opposed to spiral or glued bindings.
- 9.1.7 For purposes of addressing questions concerning this RFP, the sole contact will 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 will 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.
- 9.1.8 Any vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be received no later than the deadline for submission of questions.

The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

- 9.1.9 If a vendor changes any material RFP language, vendor’s response may be deemed non-responsive per NRS 333.311.

9.2 PART I A – TECHNICAL PROPOSAL

9.2.1 The technical proposal must include:

- 9.2.1.1 One (1) original marked “MASTER”; and
- 9.2.1.2 Five (5) identical copies.

9.2.2 The technical proposal *must not include* confidential technical information (refer to *Section 9.3, Part I B, Confidential Technical*) or cost and/or pricing information. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.

9.2.3 Format and Content

9.2.3.1 Tab I – Title Page

The title page must include the following:

Part I A – Technical Proposal	
RFP Title:	Janitorial Services DETR – Las Vegas
RFP:	3192
Vendor Name:	
Address:	
Opening Date:	August 20, 2015
Opening Time:	2:00 PM

9.2.3.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

9.2.3.3 Tab III – Vendor Information Sheet

The vendor information sheet completed with an original signature by an individual authorized to bind the organization must be included in this tab.

9.2.3.4 Tab IV – State Documents

The State documents tab must include the following:

- A. The signature page from all amendments with an original signature by an individual authorized to bind the organization.
- B. Attachment A – Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.
- C. Attachment C – Vendor Certifications with an original signature by an individual authorized to bind the organization.
- D. Copies of applicable certifications and/or licenses.

9.2.3.5 Tab V - Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP

- A. **Attachment B** with an original signature by an individual authorized to bind the organization must be included in this tab.
- B. If the exception and/or assumption require a change in the terms or wording of any section of the RFP, the contract, or any incorporated documents, vendors **must** provide the specific language that is being proposed on **Attachment B**.
- C. Only technical exceptions and/or assumptions should be identified on **Attachment B**.
- D. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

9.2.3.6 Tab VI – Section 3 – Scope of Work

Vendors must place their written response(s) in **bold/italics** immediately following the applicable RFP question, statement and/or section.

9.2.3.7 Tab VII– Section 4 – Company Background and References

Vendors must place their written response(s) in **bold/italics** immediately following the applicable RFP question, statement and/or section. This section must also include the requested information in **Section 4.2, Subcontractor Information**, if applicable.

- 9.2.3.8 Tab VIII – Attachment G – Proposed Staff Resume
 - A. Vendors must include all proposed staff resumes per **Section 4.4, Vendor Staff Resumes** in this section.
 - B. This section should also include any subcontractor proposed staff resumes, if applicable.
- 9.2.3.9 Tab IX – Other Informational Material

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

9.3 PART I B – CONFIDENTIAL TECHNICAL PROPOSAL

- 9.3.1 Vendors only need to submit Part I B if the proposal includes any confidential technical information (**Refer to Attachment A, Confidentiality and Certification of Indemnification**).
- 9.3.2 The confidential technical proposal must include:
 - 9.3.2.1 One (1) original marked “MASTER”; and
 - 9.3.2.2 Five (5) identical copies.
- 9.3.3 Format and Content
 - 9.3.3.1 Tab I – Title Page

The title page must include the following:

Part I B – Confidential Technical Proposal	
RFP Title:	Janitorial Services DETR – Las Vegas
RFP:	3192
Vendor Name:	
Address:	
Opening Date:	August 20, 2015
Opening Time:	2:00 PM

- 9.3.3.2 Tabs – Confidential Technical

Vendors must have tabs in the confidential technical information that cross reference back to the technical proposal, as applicable.

9.4 PART II – COST PROPOSAL

9.4.1 The cost proposal must include:

- 9.4.1.1 One (1) original marked “MASTER”; and
- 9.4.1.2 Five (5) identical copies.

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

9.4.3 Format and Content

9.4.3.1 Tab I – Title Page

The title page must include the following:

Part II – Cost Proposal	
RFP Title:	Janitorial Services DETR – Las Vegas
RFP:	3192
Vendor Name:	
Address:	
Opening Date:	August 20, 2015
Opening Time:	2:00 PM

9.4.3.2 Tab II – Cost Proposal

Vendor’s response for the cost proposal must be included in this tab.

9.4.3.3 Tab III – Attachment I, Cost Proposal Certification of Compliance with Terms and Conditions of RFP

- A. **Attachment I** with an original signature by an individual authorized to bind the organization must be included in this tab.
- B. In order for any cost exceptions and/or assumptions to be considered, vendors **must** provide the specific language that is being proposed in **Attachment I**.
- C. Only cost exceptions and/or assumptions should be identified on **Attachment I**.
- D. **Do not restate** the technical exceptions and/or assumptions on this form.
- E. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of proposal submission, the State will not consider

any additional exceptions and/or assumptions during negotiations.

9.5 PART III – CONFIDENTIAL FINANCIAL INFORMATION

9.5.1 The confidential financial information part must include:

9.5.1.1 One (1) original marked “MASTER”

9.5.2 Format and Content

9.5.2.1 Tab I – Title Page

The title page must include the following:

Part III – Confidential Financial Information	
RFP Title:	Janitorial Services DETR – Las Vegas
RFP:	3192
Vendor Name:	
Address:	
Opening Date:	August 20, 2015
Opening Time:	2:00 PM

9.5.2.2 Tab II – Financial Information and Documentation

Vendors must place the information required per *Section 4.1.11* in this tab.

9.6 CONFIDENTIALITY OF PROPOSALS

9.6.1 As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.

9.6.2 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 will cause your proposal to be deemed non-compliant and will not be accepted by the State of Nevada.

9.6.3 Vendors acknowledge that material not marked as “confidential” will become public record upon contract award.

9.6.4 The required CDs must contain the following:

9.6.4.1 One (1) “**Master**” CD with an exact duplicate of the technical and cost proposal contents only.

- A. The electronic files must follow the format and content section for the technical and cost proposal.
- B. The CD must be packaged in a case and clearly labeled as follows:

Master CD	
RFP No:	3192
Vendor Name:	
Contents:	Part IA – Technical Proposal Part IB – Confidential Technical Proposal Part II – Cost Proposal

9.6.4.2 One (1) **“Public Records CD”** which must include the technical and cost proposal contents to be used for public records requests.

- A. This CD **must not** contain any confidential or proprietary information.
- B. The electronic files must follow the format and content section for the redacted versions of the technical and cost proposal.
- C. All electronic files ***must*** be saved in “PDF” format, with one file named Part IA – Technical Proposal and one (1) file named part II – Cost Proposal.
- D. The CD must be packaged in a case and clearly labeled as follows:

Public Records CD	
RFP No:	3192
Vendor Name:	
Contents:	Part IA – Technical Proposal for Public Records Request Part II – Cost Proposal for Public Records Request

- 9.6.5 The Public Records submitted on the CD will be posted to the Purchasing Website upon the Notice of Award.
- 9.6.6 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.
- 9.6.7 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.

9.7 PROPOSAL PACKAGING

- 9.7.1 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 must fully describe the contents of the package and be clearly marked as follows:
- 9.7.2 Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate these labels for ease and accuracy of proposal packaging.

Nancy Feser, Senior Buyer State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3192
OPENING DATE:	August 20, 2015
OPENING TIME:	2:00 PM
FOR:	Janitorial Services DETR – Las Vegas
VENDOR’S NAME:	

- 9.7.3 Proposals *must be received at the address referenced below no later than the date and time specified in Section 8, RFP Timeline*. Proposals that do not arrive by proposal opening time and date *will not be accepted*. Vendors may submit their proposal any time prior to the above stated deadline.
- 9.7.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared.
- 9.7.5 Email, facsimile, or telephone proposals will 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, facsimile, or written notice provided such notice is received prior to the opening of the proposals.
- 9.7.6 The technical proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Nancy Feser, Senior Buyer State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3192
COMPONENT:	PART I A – TECHNICAL PROPOSAL
OPENING DATE:	August 20, 2015
OPENING TIME:	2:00 PM
FOR:	Janitorial Services DETR – Las Vegas
VENDOR’S NAME:	

- 9.7.7 If applicable, confidential technical information shall be submitted to the State in a sealed package and be clearly marked as follows:

Nancy Feser, Senior Buyer State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3192
COMPONENT:	PART I B – CONFIDENTIAL TECHNICAL PROPOSAL
OPENING DATE:	August 20, 2015
OPENING TIME:	2:00 PM
FOR:	Janitorial Services DETR – Las Vegas
VENDOR’S NAME:	

- 9.7.8 The cost proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Nancy Feser, Senior Buyer State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3192
COMPONENT:	PART II – COST PROPOSAL
OPENING DATE:	August 20, 2015
OPENING TIME:	2:00 PM
FOR:	Janitorial Services DETR – Las Vegas
VENDOR’S NAME:	

- 9.7.9 Confidential financial information shall be submitted to the State in a sealed package and be clearly marked as follows:

Nancy Feser, Senior Buyer State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3192
COMPONENT:	PART III - CONFIDENTIAL FINANCIAL INFORMATION
OPENING DATE:	August 20, 2015
OPENING TIME:	2:00 PM
FOR:	Janitorial Services DETR – Las Vegas
VENDOR’S NAME:	

9.7.10 The CDs shall be submitted to the State in a sealed package and be clearly marked as follows:

Nancy Feser, Senior Buyer State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3192
COMPONENT:	CDs
OPENING DATE:	August 20, 2015
OPENING TIME:	2:00 PM
FOR:	Janitorial Services DETR – Las Vegas
VENDOR’S NAME:	

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:

- 10.1.1 Demonstrated competence
- 10.1.2 Experience in performance of comparable engagements
- 10.1.3 Conformance with the terms of this RFP
- 10.1.4 Expertise and availability of key personnel
- 10.1.5 Cost

Note: Financial stability will be scored on a pass/fail basis.

Proposals shall be kept confidential until a contract is awarded.

10.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor’s services; 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. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada per NRS 333.335(5).

10.3 Each vendor must 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. See generally, NRS 333.335.

- 10.4** 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 will be included as part of the contract.
- 10.5** A Notification of Intent to Award shall be issued in accordance with NAC 333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. 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.
- 10.6** Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 333.700).

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. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they MUST be documented in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.*

- 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 For ease of responding to the RFP, vendors are encouraged to download the RFP from the Purchasing Division's website at <http://purchasing.state.nv.us>.

- 11.1.5 The failure to separately package and clearly mark **Part I B and Part III** – which contains 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.
- 11.1.6 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements and lease purchase agreements. The omission of these documents renders a proposal non-responsive.
- 11.1.7 The State reserves the right to reject any or all proposals received prior to contract award (NRS 333.350).
- 11.1.8 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS 333.335).
- 11.1.9 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee’s attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 11.1.10 A description of how any and all services and/or equipment will be used to meet the requirements of this RFP shall be given, in detail, along with any additional informational documents that are appropriately marked.
- 11.1.11 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 11.1.12 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 this contract, may be rejected.
- 11.1.13 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter 281 and NRS Chapter 284.
- 11.1.14 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS 333.350(3).
- 11.1.15 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.

- 11.1.16 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.
- 11.1.17 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals will 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.
- 11.1.18 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 11.1.19 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and Chapter 333 of the Nevada Administrative Code.

11.2 CONTRACT TERMS AND CONDITIONS

*The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they MUST be documented in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.*

- 11.2.1 The awarded vendor will be the sole point of contract responsibility. The State will 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 must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. 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 will be deemed a breach of contract.
- 11.2.3 The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.
- 11.2.4 **Attachment B and Attachment I** of this RFP shall constitute an agreement to *all* terms and conditions specified in the RFP, except such terms and conditions that the vendor expressly excludes. Exceptions and assumptions will be taken into consideration as part of the evaluation process; however, vendors *must* be specific. If vendors do not specify any exceptions and/or assumptions at time of

proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

- 11.2.5 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties will 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.
- 11.2.6 Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS 332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
- 11.2.7 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 will not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
- 11.2.8 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. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they MUST be documented in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.*

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 will 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 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.

11.3.5 Right to Publish

11.3.5.1 All requests for the publication or release of any information pertaining to this RFP and any subsequent contract must be in writing and sent to the Agency Head of Department of Employment Training and Rehabilitation or designee.

11.3.5.2 No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of the Agency

Head of Department of Employment Training and Rehabilitation or designee.

- 11.3.5.3 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.
- 11.3.5.4 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 Agency Head of Department of Employment Training and Rehabilitation or designee.
- 11.3.5.5 Throughout the term of the contract, the contractor must secure the written approval of the State per *Section 11.3.5.2* prior to the release of any information pertaining to work or activities covered by the contract.

12. SUBMISSION CHECKLIST

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

Part I A– Technical Proposal Submission Requirements		Completed
Required number of Technical Proposals per submission requirements		
Tab I	Title Page	
Tab II	Table of Contents	
Tab III	Vendor Information Sheet	
Tab IV	State Documents	
Tab V	Attachment B – Technical Proposal Certification of Compliance with Terms and Conditions of RFP	
Tab VI	Section 3 – Scope of Work	
Tab VII	Section 4 – Company Background and References	
Tab VIII	Attachment G – Proposed Staff Resume(s)	
Tab IX	Other Information Material	
Part I B – Confidential Technical Submission Requirements		
Required number of Confidential Technical Proposals per submission requirements		
Tab I	Title Page	
Tabs	Appropriate tabs and information that cross reference back to the technical proposal	
Part II – Cost Proposal Submission Requirements		
Required number of Cost Proposals per submission requirements		
Tab I	Title Page	
Tab II	Cost Schedule Matrix – Attachment H	
Tab III	Attachment I - Cost Proposal Certification of Compliance with Terms and Conditions of RFP	
Part III – Confidential Financial Information Submission Requirements		
Required number of Confidential Financial Proposals per submission requirements		
Tab I	Title Page	
Tab II	Financial Information and Documentation	
CDs Required		
One (1)	Master CD with the technical and cost proposal contents only	
One (1)	Public Records CD with the technical and cost proposal contents only	
Reference Questionnaire Reminders		
Send out Reference Forms for Vendor (with Part A completed)		
Send out Reference Forms for proposed Subcontractors (with Part A and Part B completed, if applicable)		

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

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

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

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

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

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

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

Part I B – Confidential Technical Information			
YES		NO	
Justification for Confidential Status			

A Public Records CD has been included for the Technical and Cost Proposal			
YES		NO (See note below)	
<i>Note: By marking “NO” for Public Record CD included, you are authorizing the State to use the “Master CD” for Public Records requests.</i>			

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

Company Name

Signature

Print Name

Date

This document must be submitted in Tab IV of vendor’s technical proposal

**ATTACHMENT B – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE
WITH TERMS AND CONDITIONS OF RFP**

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

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

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

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

Company Name

Signature

Print Name

Date

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

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

This document must be submitted in Tab V of vendor’s technical proposal

ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- (6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.
- (7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Vendor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Vendor Company Name

Vendor Signature

Print Name

Date

This document must be submitted in Tab IV of vendor's technical proposal

ATTACHMENT D – CONTRACT FORM

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

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

Please pay particular attention to the insurance requirements, as specified in *Paragraph 16 of the embedded contract* and *Attachment E, Insurance Schedule for RFP 3192*.



Contract Form.doc

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 E – INSURANCE SCHEDULE FOR RFP 3192

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

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



ATTACHMENT E-
INSURANCE SCH..doc

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 – REFERENCE QUESTIONNAIRE

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

INSTRUCTIONS TO PROPOSING VENDOR	
1.	Proposing vendor or vendor’s proposed subcontractor MUST complete Part A and/or Part B of the Reference Questionnaire.
2.	Proposing vendor MUST send the Reference Questionnaire to EACH business reference listed for completion of Part D, Part E and Part F.
3.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to: <div style="text-align: center;"> State of Nevada, Purchasing Division Subject: <i>RFP 3192</i> Attention: <i>Purchasing Division</i> Email: rfpdocs@admin.nv.gov Fax: 775-684-0188 </div> <p>Please reference the RFP number in the subject line of the email or on the fax.</p>
4.	The completed Reference Questionnaire MUST be received <i>no later than 4:30 PM PT August 19, 2015.</i>
5.	Business references are NOT to return the Reference Questionnaire to the Proposer (Vendor).
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor’s score in the evaluation process.



Reference
Questionnaire - 03-01

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 G – PROPOSED STAFF RESUME

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



Proposed Staff
Resume - 09-25-13.doc

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 H – COST SCHEDULE



ATTACHMENT H -
COST MATRIX.docx

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 I – COST PROPOSAL CERTIFICATION OF COMPLIANCE
WITH TERMS AND CONDITIONS OF RFP**

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

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

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

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

Note: Only cost exceptions and/or assumptions should be identified on this attachment. Do not restate the technical exceptions and/or assumptions on this attachment.

Company Name

Signature

Print Name

Date

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

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

**This document must be submitted in Tab III of vendor's cost proposal.
This form MUST NOT be included in the technical proposal.**

**ATTACHMENT J – PRE-REGISTRATION FORM
FOR MANDATORY WALK-THROUGH**



Pre-Registration
Mandatory Walk Form

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
srypurch@admin.nv.gov for an emailed copy.*