

State of Nevada  
Department of Administration

Purchasing Division

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Carson City, NV 89701



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State of Nevada  
Purchasing Division  
**Request for Proposal: 3205**  
For  
**Seed to Sale Inventory Tracking  
and  
Management System (SSITMS)**

Release Date: August 7, 2015

Deadline for Submission and Opening Date and Time: September 17, 2015 @ 2:00 PM

***Refer to Section 10, RFP Timeline for the complete RFP schedule***

For additional information, please contact:

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***Refer to Section 12 for instructions on submitting proposals***

## VENDOR INFORMATION SHEET FOR RFP 3205

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

V8	Telephone Number for Contact Person	
	Area Code:	Number:

V9	Facsimile Number for Contact Person	
	Area Code:	Number:

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

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

## TABLE OF CONTENTS

1. PROJECT OVERVIEW .....	4
2. ACRONYMS/DEFINITIONS .....	6
3. BACKGROUND .....	12
4. SYSTEM REQUIREMENTS .....	20
5. SCOPE OF WORK .....	36
6. COMPANY BACKGROUND AND REFERENCES .....	51
7. PROJECT COSTS .....	63
8. FINANCIAL .....	65
9. WRITTEN QUESTIONS AND ANSWERS .....	66
10. RFP TIMELINE .....	66
11. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT .....	67
12. PROPOSAL EVALUATION AND AWARD PROCESS .....	77
13. TERMS AND CONDITIONS .....	78
14. SUBMISSION CHECKLIST .....	95
ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION .....	97
ATTACHMENT B – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE .....	98
ATTACHMENT C – VENDOR CERTIFICATIONS .....	99
ATTACHMENT D – CONTRACT FORM .....	100
ATTACHMENT E – INSURANCE SCHEDULE FOR RFP 3205 .....	101
ATTACHMENT F – REFERENCE QUESTIONNAIRE .....	102
ATTACHMENT G – PROJECT DELIVERABLE SIGN-OFF FORM .....	103
ATTACHMENT H – STATEMENT OF UNDERSTANDING .....	104
ATTACHMENT I – PROPOSED STAFF RESUME .....	105
ATTACHMENT J – PROJECT COSTS .....	106
ATTACHMENT K – COST PROPOSAL CERTIFICATION OF COMPLIANCE .....	107
ATTACHMENT L – REQUIREMENTS MATRIX .....	108

**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 K, 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**

The State of Nevada Purchasing Division on behalf of the Department of Health and Human Services, Division of Public and Behavioral Health (DPBH) is seeking proposals for Seed to Sale Inventory Tracking and Management System for the express purpose of collecting, reviewing and analyzing all data needed to effectively manage the Medical Marijuana Program in Nevada and provide the needed accountability and controls required to protect the health and well-being of the population of the State of Nevada.

Effective April 1, 2014, Senate Bill 374, as codified in Nevada Revised Statute (NRS) Chapter 453A Medical Use of Marijuana, and Nevada Administrative Code (NAC) Chapter 453A Medical Use of Marijuana allow for Medical Marijuana Establishments (MMEs) to operate in the State of Nevada.

DPBH has determined a need for the tracking and management of all aspects of the growth, testing, production, and sale of marijuana, edible marijuana products, and marijuana-infused products in the State. Inventory tracking systems are mandated by statute for MMEs (NRS 453A.356). However, there is no state-wide system in place to collect that data and provide analysis, reporting, oversight or other functionality on all aggregated data for MMEs.

Due to budgetary constraints, the State is soliciting proposals for a 'no-cost to the state' solution that includes a revenue sharing model whereby the selected vendor will collect and manage all payments from MMEs and return a portion of the revenue collected to the State. Funds returned to the State are specifically targeted for coverage of Medical Marijuana Program costs.

The medical marijuana industry must support all costs for the administration of the Medical Marijuana Program in the State of Nevada. Payments from MMEs are required to subsidize the cost of the Seed to Sale Inventory Tracking and Management System and use of that system by MMEs.

The program allows for medical marijuana establishments of the following types:

- Independent testing laboratories for testing of marijuana, edible marijuana products and marijuana-infused products.
- Cultivation facilities for growing and processing of marijuana plants.
- Production facilities for the production of edible marijuana products or marijuana-infused products.
- Dispensaries for the retail sale of medical marijuana, edible marijuana products and marijuana-infused products.

Note: Owners and operators of laboratories are prohibited from having any financial stake in or operational involvement in establishment types 2, 3, and 4. Prior to July 1, 2015, there was a 5th type of establishment called multi-establishment. That type has been eliminated. Each establishment is registered as an individual entity.

The Division of Public and Behavioral Health (DPBH) is part of the Department of Health and Human Services in the State of Nevada. DPBH will administer contract resulting from this RFP. The resulting contract will be for an initial contract term of five (5) years, anticipated to begin January 18, 2016, subject to Board of Examiners approval, with an option to renew for three (3) additional years, if agreed upon by both parties and in the best interests of the State.

## **1.1 GOALS AND OBJECTIVES**

Primary goals and objectives of this project include the following:

- Complete the RFP process and award a Letter of Intent to the successful proposer by October 28, 2015.
- Complete the contract negotiations and contract award with the successful proposer by November 24, 2015 with submittal to the January 12, 2016 Board of Examiners meeting.
- Start the implementation of the new Seed to Sale Inventory Tracking and Management System in January of 2016 with completion by June 30, 2016.
- Provide a fully functioning Seed to Sale Inventory Tracking and Management System to the State of Nevada that meets most (90% or more), if not all, of the detailed requirements listed in this RFP and in the attached requirements matrix.
- Provide a fully hosted solution that requires minimal intervention or management by State of Nevada staff, and that is managed on a day-to-day basis by the selected vendor.
- Provide a ‘no-cost to the state’ system that includes a revenue sharing model to account for Medical Marijuana Program costs.

- Provide comprehensive training to State staff and selected MME employees in the use and functions of the new system as well as continued long term support for resolving questions and problems that may arise.

## 2. ACRONYMS/DEFINITIONS

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

<b>Acronym</b>	<b>Definition</b>
<b><i>Assumption</i></b>	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
<b><i>Awarded Vendor</i></b>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
<b><i>Batch</i></b>	A specific lot of marijuana grown from one or more seeds or cuttings that are planted and harvested at the same time.
<b><i>Batch Number</i></b>	A unique numeric or alphanumeric identifier assigned to a batch by a medical marijuana establishment when the batch is planted.
<b><i>BOE</i></b>	State of Nevada Board of Examiners
<b><i>BPR</i></b>	Business Process Re-Engineering
<b><i>CBA</i></b>	Cost Benefit Analysis
<b><i>Client/Server</i></b>	The client/server model typically defines the relationship between processes running on separate machines. The server process is a provider of services. The client is the consumer of the services. In essence, client/server provides a clean separation of function based on the idea of service.
<b><i>Confidential Information</i></b>	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).
<b><i>Contract Approval Date</i></b>	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.
<b><i>Contract Award Date</i></b>	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.
<b><i>Contractor</i></b>	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

<b>Acronym</b>	<b>Definition</b>
	will be the sole point of contact with the State relative to contract performance.
<b><i>Cross Reference</i></b>	A reference from one document/section to another document/section containing related material.
<b><i>Cultivation Facility</i></b>	A business that is registered with the State and acquires, possesses, cultivates, delivers, transfers, transports, supplies, or sells marijuana and related supplies to medical marijuana dispensaries, facilities for the production of edible marijuana products or marijuana infused products, or to other cultivation facilities.
<b><i>Customer</i></b>	Department, Division or Agency of the State of Nevada.
<b><i>DBA</i></b>	Database Administrator
<b><i>Deliverables</i></b>	Project work products throughout the term of the project/contract that may or may not be tied to a payment.
<b><i>Development Environment</i></b>	A computer system, toolset and methodology used to develop and/or modify and test new software applications.
<b><i>Dispensary Facility</i></b>	A business that is registered with the State and acquires, possesses, delivers, transfers, transports, supplies, sells, or dispenses marijuana or related supplies and educational materials to the holder of a valid registry identification card.
<b><i>Division/Agency</i></b>	The Division/Agency requesting services as identified in this RFP.
<b><i>DPBH</i></b>	Department of Public and Behavioral Health.
<b><i>DSD</i></b>	Detailed System Design
<b><i>EDI</i></b>	Electronic Data Interchange is a standard format for exchanging business data. The standard is ANSI X12, developed by the Data Interchange Standards Association. ANSI X12 is either closely coordinated with or is being merged with an international standard, EDIFACT.
<b><i>Edible Marijuana Products</i></b>	Products that contain marijuana or an extract thereof; are intended for human consumption by oral ingestion; and are presented in the form of foodstuffs, extracts, oils, tinctures and other similar products.
<b><i>EFT</i></b>	Electronic Funds Transfer – an electronic transfer of funds through a national automated clearinghouse directly to a designated account.
<b><i>EIN</i></b>	Employer Identification Number

<b>Acronym</b>	<b>Definition</b>
<b><i>EITS</i></b>	Enterprise Information Technology Services Division
<b><i>Email</i></b>	Electronic mail
<b><i>ERD</i></b>	Entity Relationship Diagram
<b><i>Evaluation Committee</i></b>	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.
<b><i>Exception</i></b>	A formal objection taken to any statement/requirement identified within the RFP.
<b><i>FTE</i></b>	Full Time Equivalent
<b><i>Functional Requirements</i></b>	A narrative and illustrative definition of business processes independent of any specific technology or architecture.
<b><i>GAAP</i></b>	Generally Accepted Accounting Principles
<b><i>Goods</i></b>	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.
<b><i>GUI</i></b>	Graphical User Interface
<b><i>Interoperability</i></b>	The ability to exchange and use information (usually in a large heterogeneous network made up of several local area networks). Interoperable systems reflect the ability of software and hardware on multiple machines from multiple vendors to communicate.
<b><i>JAD</i></b>	Joint Application Development
<b><i>Key Personnel</i></b>	Vendor staff responsible for oversight of work during the life of the project and for deliverables.
<b><i>Laboratory Facility</i></b>	An independent testing laboratory that tests marijuana, edible marijuana products and marijuana infused products that are to be sold in the State of Nevada.
<b><i>LAN</i></b>	Local Area Network
<b><i>LCB</i></b>	Legislative Counsel Bureau
<b><i>LOI</i></b>	Letter of Intent - notification of the State’s intent to award a contract to a vendor, pending successful negotiations; all information remains confidential

<b>Acronym</b>	<b>Definition</b>
	until the issuance of the formal notice of award.
<b><i>Inventory Control System</i></b>	A process, device or other contrivance that may be used to monitor the chain of custody of marijuana used for medical purposes from the point of cultivation to the end consumer.
<b><i>Lot</i></b>	The flowers from one or more marijuana plants of the same strain, in a quantity that weighs five pounds or less or the leaves or other plant matter from one or more marijuana plants, other than full female flowers, in a quantity that weighs 15 pounds or less.
<b><i>Marijuana</i></b>	Useable marijuana, edible marijuana products or infused marijuana products.
<b><i>Marijuana Infused Products</i></b>	Products that are infused with marijuana or an extract thereof and are intended for use or consumption by humans through other means than inhalation or oral ingestion. Includes without limitation topical products, ointments, oils and tinctures.
<b><i>May</i></b>	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.
<b><i>Medical Marijuana Establishment</i></b>	A laboratory facility or dispensary facility or production facility or cultivation facility.
<b><i>Medical Marijuana Establishment Code</i></b>	Each MME in the State is assigned a unique four digit code for identification purposes. Laboratories are numbered sequentially starting at L001; cultivation facilities start at C001; Dispensaries start at D001; and production facilities start at P001.
<b><i>Medical Marijuana Program</i></b>	The State of Nevada program for the management of medical marijuana and medical marijuana establishments.
<b><i>MME</i></b>	Medical Marijuana Establishment.
<b><i>MMP</i></b>	Medical Marijuana Program.
<b><i>MS</i></b>	Microsoft
<b><i>Must</i></b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<b><i>NAC</i></b>	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: <a href="http://www.leg.state.nv.us">www.leg.state.nv.us</a> .
<b><i>NOA</i></b>	Notice of Award – formal notification of the State’s decision to award a

<b>Acronym</b>	<b>Definition</b>
	contract, pending Board of Examiners' approval of said contract, any non-confidential information becomes available upon written request.
<b>NRS</b>	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: <a href="http://www.leg.state.nv.us">www.leg.state.nv.us</a> .
<b>Open Systems</b>	Computer systems that provide some combination of interoperability, portability and open software standards.
<b>Pacific Time (PT)</b>	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time.
<b>PC</b>	Personal computer
<b>POC</b>	Proof of Concept
<b>Paraphernalia</b>	Accessories, devices and other equipment that is necessary or useful for a person to engage in the medical use of marijuana.
<b>Production Environment</b>	A computer system, communications capability and applications software that facilitates ongoing business operations. New hardware/software is not introduced into a production environment until it is fully tested and accepted by the State.
<b>Production Facility</b>	A business that is registered with the State and acquires, possesses, manufactures, delivers, transfers, transports, supplies or sells edible marijuana products or marijuana infused products to medical marijuana dispensaries.
<b>Proprietary Information</b>	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).
<b>Public Record</b>	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]).
<b>RDBMS</b>	Relational Database Management System
<b>Redacted</b>	The process of removing confidential or proprietary information from a document prior to release of information to others.
<b>RFP</b>	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).

<b>Acronym</b>	<b>Definition</b>
<b><i>Shall</i></b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<b><i>Should</i></b>	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.
<b><i>SSITMS</i></b>	Seed to Sale Inventory Tracking and Management System. May also be known as system or proposed system.
<b><i>SSN</i></b>	Social Security Number
<b><i>State</i></b>	The State of Nevada and any agency identified herein.
<b><i>Statement of Understanding</i></b>	A non-disclosure agreement that each contractor and/or individual must sign prior to starting work on the project.
<b><i>Steering Committee</i></b>	The Steering Committee is made up of the Director/Administrator of the agency and State, local government and private sector representatives.
<b><i>Subcontractor</i></b>	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.
<b><i>Trade Secret</i></b>	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.
<b><i>UML</i></b>	Unified Modeling Language
<b><i>Unique Plant Identifier</i></b>	A specific method to label and track an individual marijuana plant, edible marijuana product or marijuana infused product.
<b><i>Usable Marijuana</i></b>	The dried leaves and flowers of a plant of the genus Cannabis and any mixture or preparation thereof that are appropriate for the medical use of marijuana and the seeds of a plant of the genus Cannabis. Does not include the stalks and roots of the plant.
<b><i>User</i></b>	Department, Division, Agency or County of the State of Nevada.

<b>Acronym</b>	<b>Definition</b>
<b>Vendor</b>	Organization/individual submitting a proposal in response to this RFP.
<b>Walkthrough</b>	Oral presentation by the contractor of deliverables and/or work products.
<b>WAN</b>	Wide Area Network
<b>Will</b>	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. Note: When January 1<sup>st</sup>, July 4<sup>th</sup>, November 11<sup>th</sup> or December 25<sup>th</sup> 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.

<b>Holiday</b>	<b>Day Observed</b>
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. BACKGROUND

### 3.1 Current Situation

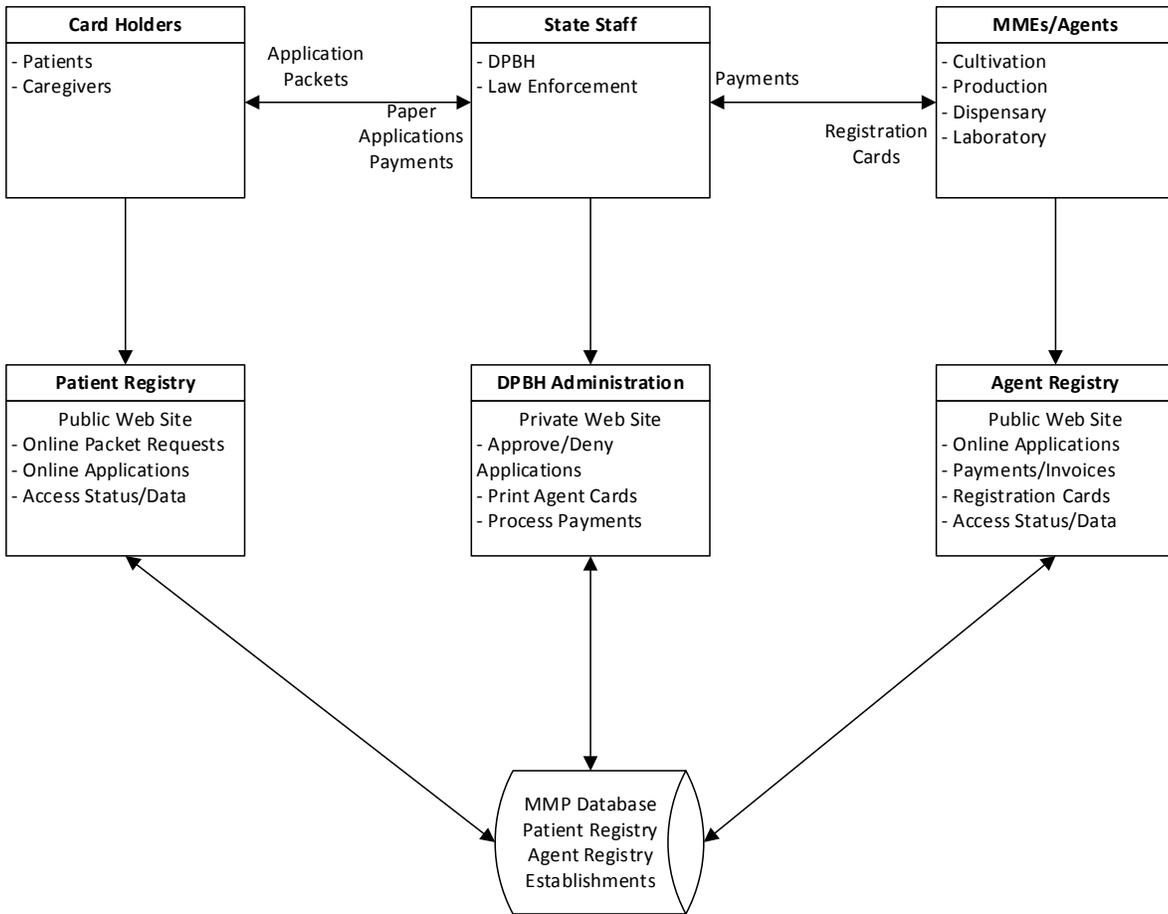
DPBH currently operates a patient registry, an MME agent registry, a limited MME establishment registry, and the DPBH Administration site. See Diagram 1 for a simple context diagram of existing functionality.

3.1.1 Patient Registry: The patient registry is used to process applications for medical marijuana program patients and caregivers. All applications are paper with no current online processing or access to their application data for patients and caregivers. The patient registry is used by DPBH for all processing of patient and caregiver applications.

- 3.1.1.1 This system has a Microsoft Access front end with a SQL Server backend. There are approximately 9,000 active patients and 550 caregivers.
- 3.1.1.2 Registration cards for patients and caregivers are processed and printed through the Nevada DMV. Law Enforcement agencies across the State have access to patient and caregiver data for verification of approved program participation.
- 3.1.1.3 The patient registry is currently in process of replacement with a new .Net and SQL Server application that includes online patient and caregiver applications and access to personal accounts. The implementation is scheduled for completion in September of 2015.
- 3.1.2 Agent Registry: The agent registry is used by MMEs to enter agent registration applications and create invoices for payments. This system was released in February and is currently in use by MMEs. Registration cards are processed and printed through the Agent Registry system and mailed to applicants. Payments are manual by printing an invoice and mailing to DPBH with payment.
- 3.1.3 Establishment Registry: The establishment registry has limited establishment data and is needed for processing agent applications. The establishment applications process is manual at this time but automation by DPBH will start in the summer of 2015 and is scheduled for completion by February of 2016.
  - 3.1.3.1 There are currently 374 medical marijuana establishments conditionally approved to operate in Nevada. This includes 64 dispensaries, 182 cultivation facilities, 119 production facilities, and 18 laboratories. Note: Legislation has been approved to allocate the remaining 2 licenses for dispensaries, bringing the total to 66.
- 3.1.4 DPBH Administration Site: The DPBH Administration site is used by DPBH staff for processing and approving agent applications and payments and will be used for all processing for the patient registry when that new system is available in September of 2015 as well as the establishment registry when that new functionality is available early next year.
- 3.1.5 Other: There currently is no automated functionality for the following:
  - 3.1.5.1 Online payment processing.
  - 3.1.5.2 Online audits and inspections of MMEs (development in process).
  - 3.1.5.3 Online establishment application process.
  - 3.1.5.4 Online patient/caregiver application process (development in process).

3.1.5.5 State-wide seed to sale inventory tracking system (inventory tracking is mandated by statute for establishments).

**Diagram 1** - Below is a simple context diagram of the current situation.



**3.2 Desired Future Situation**

3.2.1 DPBH will continue to operate the patient registry and agent registry. New functionality is also scheduled for development by DPBH over the remainder of 2015 and 2016 including:

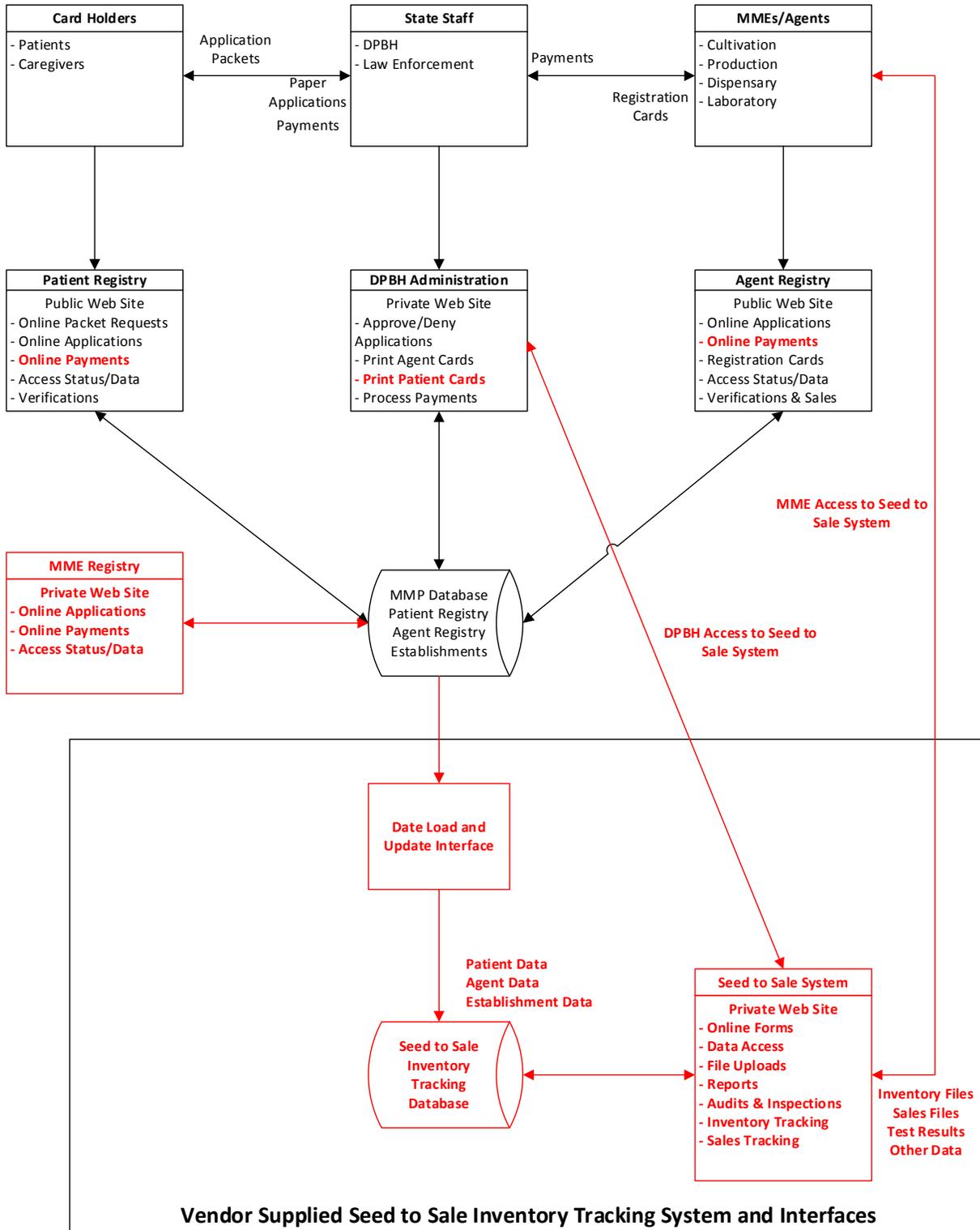
- 3.2.1.1 Enhanced establishment registry with online applications for MMEs.
  - 3.2.1.2 Enhancements to the DPBH Administration site.
  - 3.2.1.3 Online payments.
  - 3.2.1.4 Online applications for patients and caregivers.
  - 3.2.1.5 Online audits and inspections of MMEs with mobile/laptop access to data in the field.
- 3.2.2 In addition, a seed to sale inventory tracking and management system is needed for tracking all marijuana, edible marijuana products and marijuana infused products from seeds/cuttings through sale to other MMEs and approved participants in the Nevada Medical Marijuana Program. DPBH does not have the staff or expertise to develop such a system.
- 3.2.3 The seed to sale inventory tracking system is primarily for providing oversight of MMEs and aggregation, analysis, and reporting of all MME data state-wide. The system must be capable of accepting the required data in a standardized format from MMEs through web services, API or equivalent technology able to be easily adopted by MMEs regardless of the in-house inventory tracking or point of sale systems used by those MMEs. In addition, MMEs will have access to the seed to sale system for upload/download of data as well as access to limited reporting for their establishment.
- 3.2.4 Key points to note on the existing systems and proposed system are the following:
- 3.2.4.1 The seed to sale inventory tracking system that the state procures is for data aggregation, analysis, and reporting of MME inventory, tracking and sales data.
  - 3.2.4.2 MMEs are required by statute to have their own inventory tracking system and will extract the required data from that system (whatever it is) on a daily, on demand, or ‘push’ basis for upload to the State’s proposed system. There is no requirement that the MMEs enter their data directly into the State’s proposed system by keying the data or use the proposed system in place of their local inventory system.
  - 3.2.4.3 The data in the State’s proposed system is NOT real time and will only be as current as the latest uploads from MMEs. Timing and frequency of these uploads is still to be determined. The long term goal is for the system to accept and house all MME data in real time but that is not a requirement at system start-up.
  - 3.2.4.4 The patient sales tracking data in the current State agent registry is real time and is the system of record for insuring that sales to patients do not exceed 2.5 ounces in a 14 day period.
  - 3.2.4.5 The DPBH agent registry, patient registry and establishment registry are the systems of record for agent, patient and establishment data.

- 3.2.4.6 Verification of patient registration in the medical marijuana program **MUST** be done through the DPBH patient registry.
- 3.2.4.7 MMEs selling products to patients will have to enter sales data into their system (whatever it is) **AND** into the agent registry system for verification and tracking as noted in 4 above.
- 3.2.5 The seed to sale system will need to interface with the existing MMP registry database for exchange of data and updates including but not limited to:
  - 3.2.5.1 Initial load of limited MME demographic information and periodic updates.
  - 3.2.5.2 Initial load of limited MME agent demographic information and periodic updates.
  - 3.2.5.3 Initial load of patient and caregiver information limited to name, registration number and start and end registration effective dates and periodic updates.
- 3.2.6 Other functionality that may be implemented by DPBH in the next biennium includes:
  - 3.2.6.1 Registration card processing and printing of registration cards for patients and caregivers.
  - 3.2.6.2 Enhanced law enforcement access for verification.
  - 3.2.6.3 Automated interface to Department of Public Safety for name checks and receipt of background investigation results.

See Diagram 2 for a simple context diagram of the desired future situation.

Diagram 2 - Below is a simple context diagram of the desired future situation. Items in red are new functionality to be developed/purchased/implemented.

Desired Future Situation High Level Context Diagram



### **3.3 AGENCY**

The Medical Marijuana Program is part of the Division of Public and Behavioral Health within the Department of Health and Human Services. There are currently 12 full time employees and 12 contractors under the direction of a program manager. The program has offices in Carson City and Las Vegas Nevada with the main office in Carson City.

This RFP is one of many projects within the Medical Marijuana Program.

### **3.4 CONCURRENT IMPACTS/PROJECTS**

While there are a number of other IT projects currently in process or scheduled within the same time frame as this RFP, none are expected to have any impact on completion of the RFP or implementation of the SSITMS.

### **3.5 CURRENT COMPUTING ENVIRONMENT**

DPBH currently utilizes two production web servers for MMP; one as primary production web server and one as failover server in the event of failure of the primary server. There is one production database server.

The web servers run Microsoft Server 2012 R2 and IIS 8.5 with 32GB Memory on Intel Xeon E5-2650 2.60 GHz machines.

The database server runs Microsoft Server 2012 R2 with SQL Server 2012, 32GB Memory on a Virtual Machine. SQL Server Reporting Services are also utilized by the existing systems.

All servers are housed in the State's data center in Carson City.

### **3.6 PROJECT SOFTWARE**

All software used for project management must be approved by the State. Current desktop tools utilized by DHHS include:

- 3.6.1 Windows 7 operating systems;
- 3.6.2 Microsoft Office 2010 and 2013;
- 3.6.3 Internet Explorer 10 and 11; and
- 3.6.4 Anti-virus software.

### **3.7 DEVELOPMENT SOFTWARE**

There are currently no restrictions on development software used by the selected vendor as the vendor is required to host and manage the software as well as perform all application updates. However, the State reserves the right to review and approve the technical platform.

The awarded vendor must provide all software licenses and formal training for all users of the proposed system.

### **3.8 STATE RESOURCES**

The following paragraphs describe the resources the State has committed to this project.

#### **3.8.1 Steering Committee**

This team of senior officials will work with, and on behalf of the project in defining overall policy, providing top level decision making, ensuring availability of key resources and effecting key interdepartmental and contractual relationships. The Steering Committee provides leadership in promoting support for the project. Additional roles of the Steering Committee may include:

3.8.1.1 Review of proposed plans and timetables;

3.8.1.2 Provide problem resolution if issues cannot be resolved at the project team level;

3.8.1.3 Provide departmental policy as it relates to the project;

3.8.1.4 Set priorities;

3.8.1.5 Propose alternative solutions to problems encountered;

3.8.1.6 Obtain Legislative and Administrative backing; and

3.8.1.7 Provide information and involve external parties in project progress, accomplishments and challenges.

#### **3.8.2 Project Sponsor**

The Division of Public and Behavioral Health is the project sponsor. All project activities will be conducted under the authority of the Division of Public and Behavioral Health.

#### **3.8.3 Project Manager**

A Project Manager has been appointed to coordinate the activities of all individuals and organizations involved in the project. The Project Manager will provide on-going daily direction and oversight to the State project staff and the contractor and report progress and problems to the Steering Committee. The Project Manager will coordinate all organizations involved in the project and ensure resource requirements are identified and addressed. The Project Manager sets priorities when choices of alternatives are required.

#### **3.8.4 State Project Staff**

- 3.8.4.1 The awarded vendor will be expected to work closely with the State project staff assigned to this project.
- 3.8.4.2 State project staff will be available to attend meetings, interviews and assist assigned staff in reviewing functions with the awarded vendor.
- 3.8.4.3 State project staff will be assigned to the project on an as-needed basis, as determined by project and technical management to represent the various functional and technical areas.
- 3.8.4.4 State project staff will report to the Project Manager who will act as a conduit to the awarded vendor.

3.8.5 Quality Assurance Monitor

A Quality Assurance (QA) monitor may be utilized and will act as technical assistant to the State. The QA monitor will report to the State Project Manager. Major functions will include, but not be limited to the following.

- 3.8.5.1 Review of project tasks;
- 3.8.5.2 Validation of results;
- 3.8.5.3 Provide recommendations, as required;
- 3.8.5.4 Review of deliverables; and
- 3.8.5.5 Project plan monitoring.

## 4. SYSTEM REQUIREMENTS

### 4.1 VENDOR RESPONSE TO SYSTEM REQUIREMENTS

Vendors must explain in sufficient detail for each component listed below how the vendor will satisfy the Division of Public and Behavioral Health project requirements described below and in detail for each listed requirement in ***Attachment L, Requirements Matrix***.

There are seven components listed for technical requirements and four components listed for functional requirements. Provide a summary response for each of those components in the respective RFP section below.

The requirements listed below for each component are contained in the Requirements Matrix with additional details in some cases. Responses to the listed requirements must be detailed in the requirements matrix and not in this section.

If subcontractors will be used for any of the tasks, vendors must indicate what tasks and the percentage of time subcontractor(s) will spend on those tasks.

## 4.2 COMPUTING PLATFORM

The system must be a hosted solution managed by the awarded vendor; therefore, there are no restrictions on the technology to be used provided it meets technical and security requirements of this RFP.

Technical requirements include the following components:

- System Hosting, Management and Maintenance;
- Application Programming Interface (API);
- System Security;
- System Audits;
- System Backups;
- System Alerts; and
- System Environments.

## 4.3 TECHNICAL REQUIREMENTS

### 4.3.1 System Hosting, Management and Maintenance

4.3.1.1 The selected vendor is responsible for hosting and management on a daily basis of the SSITMS. Any proposed solution must be located at a vendor's 'cloud' datacenter or other secured service provider such as Amazon AWS, Microsoft Azure or equivalent.

4.3.1.2 Hosting and Management requirements include the following:

- A. The vendor is responsible for providing the hosted environment and all management and support of that environment at the vendor's chosen 'cloud' provider or ISP.
- B. The vendor is responsible for purchase, setup, and maintenance of all required software and hardware needed to support the implementation of the system and all follow on maintenance and support.
- C. The system must be available 100% of the time during peak usage hours from 7 am to 7 pm, Pacific Time, Monday through Saturday, excluding unplanned downtime for emergency fixes or other critical updates.
- D. The system must be available 99.9% of the time during the remaining hours of the week, excluding scheduled downtime for periodic maintenance.

- E. All planned downtime of the system must be scheduled in advance and approved by the appropriate State staff and published to system users at least 48 hours in advance of the downtime.
- F. The system must store all data, reports, and forms at the host site and allow for rapid growth of data storage without compromising system performance.
- G. The vendor is responsible for scaling the application vertically (more processors or RAM or more robust servers) and horizontally (more servers) based on growth and performance requirements.
- H. The hosted system must be web based with tight security equal to state requirements as noted in section 4.5.
- I. The system must maintain acceptable response time for retrieving, querying, and storing data. For most operations this means responses within 1-2 seconds of the request.
- J. The vendor must provide responsive customer service support during normal work hours from 8 am to 5 pm, Pacific Time, Monday through Friday.
- K. The vendor must provide on-call technical support for major system outages, production problems or other technical issues during peak usage hours from 7 am to 7 pm, Pacific Time, Monday through Saturday.
- L. The vendor must provide an online support system for entering and tracking trouble tickets as they are processed through the support system.
- M. The vendor must provide ongoing support, maintenance of the system, and updates and enhancements to the system to support newly identified requirements, changes in existing laws related to medical marijuana, or other systems changes as identified by State staff or MMEs. This requirement is not meant to include major system development or major additions of functionality but to ensure that minor changes and other requests will be accommodated over the life of the contract.
- N. The hosted system must include failover support with backup servers and databases in the event the primary server(s), routers, or databases are corrupted or down for any reason, the failover 'system' can quickly and easily take over as the primary with no loss of data or availability.

- O. The system must provide regular virus and malware scanning of servers, data files for upload, databases or other critical software/hardware with results provided to the designated State system administrator via email.
- P. The system must function correctly in major browser software including Internet Explorer, Firefox and Chrome.

#### 4.3.2 Application Programming Interface (API)

4.3.2.1 An Application Programming Interface is required for transmission of data files from MMEs to the vendor site for upload to the system. API requirements include the following:

- A. The system must provide secured web services or API for transmission and upload of data files from MMEs to the vendor site.
- B. The API must be based on industry accepted open standards and support multiple data formats such as XML, JSON or equivalent technologies.
- C. The API must be fully tested, documented and available publicly for access by MMEs or other vendors who are supporting local MME inventory systems.
- D. The API must be able to support both live data push and batching of data files for upload and processing during non-peak hours.
- E. The API documentation must fully describe how to use the API, create data files, and transmit those data files to the vendor site and include detailed documentation that addresses all data points described in the requirements matrix.
- F. The API must include processes for transmission of data to MMEs for error correction of submitted data and resubmittal of that data.
- G. The vendor must provide training and certification of API users in order to ensure rapid adoption and use of the API.
- H. The vendor must provide a test and training environment to assist users in learning the API and correctly implementing the processes needed for data upload.

#### 4.3.3 System Security

4.3.3.1 Technical requirements for system security include the following:

- A. At a minimum, the system must adhere to State of Nevada security requirements as defined in section 4.5.
- B. Network security protocols, such as SSL and HTTPS, must be employed to ensure all communications are secured and remain encrypted.
- C. The system must utilize an established password hash algorithm to hash (encrypt) all stored user passwords.
- D. The system must provide system security at various levels to restrict access to system functionality based on user role including state administrator and users and MME administrators and users.
- E. The system must provide functionality for administration of users, user groups, user roles and user access to specific functionality.
- F. The system must restrict access for registered MMEs of the system to view, access, input or upload/download only the data for their MME.
- G. The system must allow MME administrators of the system the ability to add users for their MME.

#### 4.3.4 System Audits

##### 4.3.4.1 Technical requirements for system audits include the following:

- A. The system must provide comprehensive audit history of all system data including by user and date time stamps.
- B. The system must track all changes in the system including adds, updates, and deletes.
- C. The system should include an audit log for historical purposes as well as data analysis and/or data restoration.

#### 4.3.5 System Backups

##### 4.3.5.1 Technical requirement for system backups include the following:

- A. The system must allow for periodic archive and/or purge of data records by date and/or statutes for all files/tables maintained.
- B. The system must provide for daily, weekly, and monthly backups of all data.

- C. The system must provide capability to restore system files/database from data backups.
- D. The system must provide system logging of historical data.
- E. The system must provide for disaster recovery including periodic backups of data to a physically separate facility in order to ensure safety of data and system recoverability in the event of a major disaster.
- F. Data backups should be stored with an encrypted key and processes in place to easily restore from encrypted backup data files.

#### 4.3.6 System Alerts

4.3.6.1 Technical requirements for system alerts include the following:

- A. The system should provide the ad-hoc capability to create real-time alerts of significant events.
- B. The system should include capability to send automatic notifications of significant or critical events to users through email and SMS alerts.

#### 4.3.7 System Environments

4.3.7.1 Technical requirements for system environments include the following:

- A. The vendor must provide a production environment for hosting of the system.
- B. The vendor must provide a system test environment for testing of system functionality, MME upload/download of data and other user functions.
- C. The vendor must provide an acceptance test environment for testing of system functionality and other user functions.
- D. The vendor must provide a training environment for training of users in all functionality.

## 4.4 FUNCTIONAL REQUIREMENTS

4.4.1 This section lists high level functional requirements for the proposed Seed to Sale Inventory Tracking and Management System for the State of Nevada. The State has reviewed Seed to Sale Inventory Tracking RFPs from Colorado, Illinois, New Mexico, New York, Oregon and Washington which has helped greatly in

developing the functional requirements needed for the State of Nevada's Seed to Sale Inventory Tracking and Management System.

4.4.1.1 Functional Requirements include these components:

4.4.2 Seed to Sale Inventory Tracking and Management System (SSITMS).

4.4.3 System Interfaces.

4.4.4 System Data.

4.4.5 Reporting.

Additional details for each section below are listed in Attachment L, Detailed System Requirements. Please note that there may be some overlap between these sections as well as with Technical Requirements sections.

4.4.2 Seed to Sale Inventory Tracking and Management System (SSITMS)

4.4.2.1 The primary purpose of the seed to sale inventory tracking and management system for the State of Nevada is to provide one central repository for collection, analysis, and reporting of inventory tracking and sales data for all approved Medical Marijuana Establishments in the State. MMEs are required to establish and maintain a perpetual inventory system. Regardless of what system is in use by any MME, the MME will be required to provide, at a minimum, daily uploads of inventory and sales data to the proposed State system.

4.4.2.2 High level functionality for the Seed to Sale Inventory Tracking and Management system includes but is not limited to the following:

- A. The system must be an existing Commercial off the Shelf (COTS) solution currently in use in local or state government in the United States or by private industry in the medical marijuana or recreational use marijuana industry.
- B. The vendor must have demonstrable experience of at least three years in the design, development, deployment, and support of marijuana-specific inventory management systems.
- C. The system must be a hosted solution installed at a data center external to the State's network.
- D. The system must be secured and accessible only by State staff and authorized State of Nevada MMEs and their staff.

- E. The system must provide administrative functions such as rules based configuration, user roles and security levels, account creation, multiple search options, audit tracking, system alerts and other common functions for administering the system.
- F. The system must include portal access to all functionality or access to that functionality from the existing DPBH Medical Marijuana Portal.
- G. The system must include secured online access to all functionality for DPBH and other state users.
- H. The system must include secured online access to authorized functionality for MME users across the state.
- I. The system must assign a globally unique, non-repeating identification number for every plant, product or inventory item recorded across all MMEs in the State.
- J. The system must be capable of tracking and storing required data on marijuana plants from initial growth through harvesting, testing, production of edible marijuana and marijuana infused products to sale of the marijuana, edible marijuana products and marijuana infused products to authorized consumers or other MMEs.
- K. The system must be capable of tracking and accountability of all aspects of the marijuana plant including trim, leaves, flowers, stems, wastage and any other plant matter.
- L. For each MME the system must track each day's beginning inventory, acquisitions, harvests, sales, disbursements, disposal of unusable marijuana and ending inventory.
- M. The system must be capable of tracking and reporting on all transportation and exchange of marijuana, edible marijuana products and marijuana infused products from source to destination including the following:
  - 1. When an MME acquires marijuana from a patient or caregiver.
  - 2. When an MME acquires marijuana from another MME.
  - 3. When an MME provides marijuana to another MME.
  - 4. When an MME receives edible marijuana products from another MME.

5. When an MME receives marijuana infused products from another MME.
- N. The system must be capable of tracking and reporting on all movement of marijuana and marijuana products within an MME such as from a germinating area to a growth area to a processing area to a packaging area.
- O. The system must be capable of tracking and reporting on all disposal of marijuana and marijuana products within an MME.
- P. The system must be capable of tracking and reporting on all changes in form of the marijuana and tracking of batches or lots from original seed, cutting or plant through creation of edible marijuana products and marijuana infused products.
- Q. The system must include a mechanism for electronic tracking of marijuana, edible marijuana products and marijuana infused products from growth through production and testing to sales.
- R. The system must be able to track purchases to authorized consumers for both State of Nevada Medical Marijuana Program participants and out of state reciprocity purchases for authorized participants in other states' medical marijuana programs.
- S. The system must include functionality for upload on a real-time or daily basis of inventory tracking data from MMEs through the use of secured web services, secured API or other equivalent technology or by direct access through the portal to the inventory tracking system.
- T. The system should provide functionality for creation of audit and inspection forms for MMEs and scheduling of those audits and inspections by DPBH staff.
- U. The system must serve as the system of record for all inventory tracking of marijuana, edible marijuana products, and marijuana infused products.
- V. The system must include functionality for data analysis and reporting with a report engine.
- W. The system must provide for collection and tracking of label data for marijuana, edible marijuana products, and marijuana infused products.
- X. The system must provide for collection and tracking of manifest data for marijuana, edible marijuana products, and marijuana infused products.

- Y. The system must provide for collection and tracking of trip and transport data for marijuana, edible marijuana products, and marijuana infused products.
- Z. The system must include user documentation and a systems manual.
- AA. The system must include search and filter options for any and all data points stored in the system.
- BB. The system must have the capability to create system alerts for a variety of event types as determined by Medical Marijuana Program management.
- CC. The system must enable MMEs to report “start-up inventory”, which are the initial seeds, clones, and plants added to the system that will not have a “mother plant” as a source.
- DD. The system should enable cultivators to record multiple collection points for a plant.
- EE. The system must provide capability for a testing laboratory to record results from all testing of samples into the SSITMS to the correct lot or batch either directly or through upload of data files.
- FF. The system must prevent inventory transfers to an MME for any inventory that has either failed or has not undergone the required quality assurance testing.
- GG. The system must ensure that MMEs can only receive and accept new inventory from other MMEs through a system-generated manifest.
- HH. The system must be able to generate transportation manifests that meet requirements of Nevada statutes/regulations.
- II. The system must generate unique, global keys for all transportation manifests in order to ensure manifest validity and tracking.
- JJ. The system must allow for the reporting of manifest inventory discrepancies for any transfer of inventory between MMEs.
- KK. The system must allow for MMEs to track deductions in inventory due to theft, seizure by law enforcement, or other identified loss.
- LL. The system should include a component for tax functionality including generating appropriate tax reports and

documents for MMEs as well as summary information for the State.

#### 4.4.3 System Interfaces

4.4.3.1 System interface requirements include the following:

- A. The system will require initial data load and periodic updates from the current DPBH registry systems as noted in the project background section for limited patient information, establishment information and establishment agent information.
- B. The system must provide the capability for all authorized MMEs in the State of Nevada to upload inventory tracking, sales and laboratory test result data files to the system.
- C. All data transactions (file records) uploaded must include date and time of transaction, source MME code, and registration number of designated agent.

#### 4.4.4 System Data

4.4.4.1 The State of Nevada has defined specific data tracking requirements in the statutes for the items listed below. Review the requirements matrix for a detailed list of data points for each functional item listed below. Additional data items may be included as a result of GAP analysis.

- A. When MME acquires marijuana from a patient or caregiver.
- B. When MME acquires marijuana from another MME.
- C. When MME is providing marijuana to another MME.
- D. When MME is receiving edible marijuana products from another MME.
- E. When MME is receiving marijuana infused products from another MME.
- F. For each batch of marijuana cultivated.
- G. For disposal of unusable marijuana.
- H. For tracking of purchases by authorized consumers.
- I. Labels for products sold to a dispensary.
- J. Labels for products sold at retail by a dispensary.

- K. Each lot provided to a dispensary.
- L. Dispensaries must add a label for medical marijuana or marijuana infused products.
- M. Trip plans for transportation of marijuana or marijuana products.
- N. Location data and user defined inventory locations including germination and clone area, growth area, harvesting/flowering area, trimming area, curing area, packaging area, quarantine area, storage area, production area, retail sales area and other relevant areas that may be used in the growth, production, and sales of marijuana and marijuana products.
- O. Product types and related data including plant strain, extract type, edible marijuana product types, marijuana infused product types, potency, and weight.
- P. Product manifest details for transport of products to other MMEs or patients.
- Q. Details on retail sales data for import to existing MMP database.
- R. Details and tracking of composited products, work orders, and batches.
- S. Details on sample products.
- T. Results of laboratory testing of samples of marijuana, edible marijuana products or marijuana infused products.

#### 4.4.5 Reporting

- 4.4.5.1 Reporting on all data uploaded to the system is critical for managing the medical marijuana program and providing the appropriate oversight. Reporting requirements include the following:
  - A. The system must provide a robust ad-hoc reporting engine to allow State staff to develop new reports as needed or as determined by management.
  - B. The system must provide canned reports at start up for common activities and functions within a typical marijuana seed to sale inventory tracking system.
  - C. The reporting engine must be capable of reporting against all tables and all data stored within the database.

- D. The reporting engine must provide functionality to export/display any report in multiple formats including Microsoft Excel, PDF, CSV, HTML, and text files.
- E. For each MME the system must track each day's beginning inventory, acquisitions, harvests, sales, disbursements, disposal of unusable marijuana and ending inventory and provide this information to State users in a single, easily accessible report by MME and overall summary at the enterprise (state) level.

## **4.5 SECURITY STANDARDS**

- 4.5.1 System must meet State security standards for transmission of personal information as outlined in NRS 205.4742 and NRS 603A.
- 4.5.2 Protection of sensitive information will include the following:
  - 4.5.2.1 Sensitive information in existing legacy applications will encrypt data as is practical.
  - 4.5.2.2 Confidential Personal Data will be encrypted whenever possible.
  - 4.5.2.3 Sensitive Data will be encrypted in all newly developed applications.
- 4.5.3 All information technology services and systems developed or acquired by agencies shall have documented security specifications that include an analysis of security risks and recommended controls (including access control systems and contingency plans).
- 4.5.4 Security requirements shall be developed at the same time system planners define the requirements of the system. Requirements must permit updating security requirements as new threats/vulnerabilities are identified and/or new technologies implemented.
- 4.5.5 Security requirements and evaluation/test procedures shall be included in all solicitation documents and/or acquisition specifications.
- 4.5.6 Systems developed by either internal State or contracted system developers shall not include back doors, or other code that would cause or allow unauthorized access or manipulation of code or data.
- 4.5.7 Security specifications shall be developed by the system developer for approval by the agency owning the system at appropriate points of the system development or acquisition cycle.

- 4.5.8 All system development projects must include a documented change control and approval process and must address the security implications of all changes recommended and approved to a particular service or system. The responsible agency must authorize all changes.
- 4.5.9 Application systems and information that become obsolete and no longer used must be disposed of by appropriate procedures. The application and associated information must be preserved, discarded, or destroyed in accordance with Electronic Record and Record Management requirements defined in NRS and NAC 239, Records Management.
- 4.5.10 Software development projects must comply with State Information Security Consolidated Policy 100, Section 4.7, Software Development and Maintenance and State Standard 131, "Security for System Development".
  - 4.5.10.1 Separate development, test and production environments must be established on State systems.
  - 4.5.10.2 Processes must be documented and implemented to control the transfer of software from a development environment to a production environment.
  - 4.5.10.3 Development of software and tools must be maintained on computer systems isolated from a production environment.
  - 4.5.10.4 Access to compilers, editors and other system utilities must be removed from production systems.
  - 4.5.10.5 Controls must be established to issue short-term access to development staff to correct problems with production systems allowing only necessary access.
  - 4.5.10.6 Security requirements and controls must be identified, incorporated in and verified throughout the planning, development, and testing phases of all software development projects. Security staff must be included in all phases of the System Development Lifecycle (SDLC) from the requirement definitions phase through implementation phase.

## 4.6 REQUIREMENTS MATRIX

Detailed system requirements are included in *Attachment L, Requirements Matrix*. These requirements include all of the technical and functional requirements listed in the RFP with additional details.

Vendor must:

- 4.6.1 Present the platform requirements for efficient operation of the system.

- 4.6.2 Review the requirements matrix carefully to insure that the proposed system design addresses all of the requirements.
- 4.6.3 Tie each data element/function to the vendor's project plan by task number.

**4.3 Technical Requirements**

- 4.3.1 System Hosting, Management and Maintenance.
- 4.3.2 Application Programming Interface (API).
- 4.3.3 System Security.
- 4.3.4 System Audit.
- 4.3.5 System Backup.
- 4.3.6 System Alerts.
- 4.3.7 System Environments.

**4.4 Functional Requirements**

- 4.4.2 Seed to Sale Inventory Tracking and Management System (SSITMS).
- 4.4.3 System Interfaces.
- 4.4.4 System Data.
- 4.4.5 Reporting.
- 4.6.4 Respond to all of the requirements by properly coding and indicating how the requirement is satisfied. The proposed costs and project plan must reflect the effort needed to satisfy the requirements.
- 4.6.5 Proposer Response to Detailed System Requirements

Proposers must provide information regarding their approach to meeting the requirements described in the requirements matrix. If subcontractors will be used for any of the tasks, proposers must indicate which tasks and the percentage of time subcontractor(s) will spend on those tasks.

DPBH is requesting detailed hardware and software requirements be included with the proposal. The business functions and system features are identified and summarized below.

Instructions for responding to requirements are identified below and also in the requirements matrix: the "Functionality Support (S, M, C, F, and N)" columns identify for each of the requirements whether it is:

Condition	Description
S – Standard Function	The proposed system fully satisfies the requirement as stated. The proposer must explain how the requirement is satisfied by the system.
M – Modification Required	The proposed system will be modified to satisfy the requirements as stated or in a different format. The proposer must explain the modifications and include the cost of all modifications above and beyond the base costs in <b>Section 7, Projects Costs</b> of the proposal response.

C – Custom Design and Development	The proposed system will provide the additional feature beyond the requirements. The proposer must explain the feature and its value, and include any cost above and beyond the base cost in <b>Section 7, Project Costs</b> of the proposal response.
F – Planned for Future Release	The current version of the proposed system cannot meet the requirement, but it can be met by a planned future release of the proposed system. The proposer must explain the feature, its value and when the release will be available.
N – Cannot Meet Requirement	The proposed system will not satisfy the requirement. The proposer must explain why the requirement cannot be satisfied.

4.6.5.1 For the "Vendor Response" column in the requirements matrix, proposers must provide descriptive information to match their response in the "Functionality Support (S, M, C, F, and N)" columns and provide other information as follows:

- A. Describe any additional automated environment components that are required or recommended for the system to operate.
- B. Identify whether each requirement is in the firm fixed price or in the optional cost schedules in **Section 7, Project Costs**.
- C. Attach additional sheets if needed. Proposers must include the appropriate reference to the matrix and the requirement on the additional sheets.

Proposers must respond to all of the requirements by properly coding and indicating how the requirement is satisfied. The proposed costs and project plans must reflect the effort needed to satisfy the requirements. Please be sure to accurately complete the requirements matrix as any item marked as a standard function that cannot be demonstrated in a live system demo is cause for disqualification.

4.6.5.2 The requirements matrix includes the following sections.

A. Technical Requirements

- 4.3.1 System Hosting, Management and Maintenance
- 4.3.2 Application Programming Interface (API)
- 4.3.3 System Security
- 4.3.4 System Audits
- 4.3.5 System Backups
- 4.3.6 System Alerts
- 4.3.7 System Environments

B. Functional Requirements

4.4.2 Seed to Sale Inventory Tracking and Management System (SSITMS).

4.4.3 System Interfaces.

4.4.4 System Data.

4.4.5 Reporting.

4.6.6 Identify whether each requirement is in the firm fixed price included within the cost proposal.

4.6.7 Describe how the proposed system meets the requirements specified within this RFP.

## **5. SCOPE OF WORK**

The scope of work is broken down into tasks, activities and deliverables. The tasks and activities within this section are not necessarily listed in the order that they should be completed. Vendors must reflect within their proposal and preliminary project plan their recommended approach to scheduling and accomplishing all tasks and activities identified within this RFP.

All tasks performed by the awarded vendor may be reviewed by the QA monitor as well as State staff.

### **5.1 VENDOR RESPONSE TO SCOPE OF WORK**

5.1.1 Within the proposal, vendors must provide information regarding their approach to meeting the requirements described within *Sections 5.4 through 5.10*.

5.1.2 If subcontractors will be used for any of the tasks, vendors must indicate what tasks and the percentage of time subcontractor(s) will spend on those tasks.

5.1.3 Vendor's response must be limited to no more than five (5) pages per task not including appendices, samples and/or exhibits.

5.1.4 Vendor must provide a preliminary project plan that addresses the scope of work and include that in their response. This plan will be the basis for the Detailed Project Plan deliverable described in 5.4.2.1.

### **5.2 DELIVERABLE SUBMISSION AND REVIEW PROCESS**

Once the detailed project plan is approved by the State, the following sections detail the process for submission and review of deliverables during the life of the project/contract.

5.2.1 General

5.2.1.1 The contractor must provide one (1) master (both hard and soft copies) and four (4) additional hard copies of each written

deliverable to the appropriate State Project Manager as identified in the contract.

5.2.1.2 Once a deliverable is approved and accepted by the State, the contractor must provide an electronic copy. The State may, at its discretion, waive this requirement for a particular deliverable.

5.2.1.3 The electronic copy must be provided in software currently utilized by the agency or provided by the contractor.

5.2.1.4 Deliverables will be evaluated by the State utilizing mutually agreed to acceptance/exit criteria.

## 5.2.2 Deliverable Submission

5.2.2.1 Prior to development and submission of each contract deliverable, a summary document containing a description of the format and content of each deliverable will be delivered to the State Project Manager for review and approval. The summary document must contain, at a minimum, the following:

A. Cover letter;

B. Table of Contents with a brief description of the content of each section;

C. Anticipated number of pages; and

D. Identification of appendices/exhibits.

5.2.2.2 The summary document must contain an approval/rejection section that can be completed by the State. The summary document will be returned to the contractor within a mutually agreed upon time frame.

5.2.2.3 Deliverables must be developed by the contractor according to the approved format and content of the summary document for each specific deliverable.

5.2.2.4 At a mutually agreed to meeting, on or before the time of delivery to the State, the contractor must provide a walkthrough of each deliverable.

5.2.2.5 Deliverables must be submitted no later than 5:00 PM, per the approved contract deliverable schedule and must be accompanied by a deliverable sign-off form (*refer to Attachment G*) with the appropriate sections completed by the contractor.

## 5.2.3 Deliverable Review

#### 5.2.3.1 General

- A. The State's review time begins on the next working day following receipt of the deliverable.
- B. The State's review time will be determined by the approved and accepted detailed project plan and the approved contract.
- C. The State has up to five (5) working days to determine if a deliverable is complete and ready for review. Unless otherwise negotiated, this is part of the State's review time.
- D. Any subsequent deliverable dependent upon the State's acceptance of a prior deliverable will not be accepted for review until all issues related to the previous deliverable have been resolved.
- E. Deliverables determined to be incomplete and/or unacceptable for review will be rejected, not considered delivered and returned to the contractor.
- F. After review of a deliverable, the State will return to the contractor the project deliverable sign-off form with the deliverable submission and review history section completed.

#### 5.2.3.2 Accepted

- A. If the deliverable is accepted, the original deliverable sign-off form signed by the appropriate State representatives will be returned to the contractor.

#### 5.2.3.3 Comments/Revisions Requested by the State

If the State has comments and/or revisions to a deliverable, the following will be provided to the contractor:

- A. The original deliverable sign-off form with an updated entry to the deliverable submission and review history section.
- B. Attached to the deliverable sign-off form will be a detailed explanation of the revisions to be made and/or a marked up copy of the deliverable.
- C. The State's first review and return with comments will be completed within the times specified in the contract.
- D. The contractor will have five (5) working days, unless otherwise mutually agreed to, for review, acceptance and/or rejection of the State's comments.

- E. A meeting to resolve outstanding issues must be completed within three (3) working days after completion of the contractor's review or a mutually agreed upon time frame.
- F. Agreements made during meetings to resolve issues must be documented separately.
- G. Once an agreement is reached regarding changes, the contractor must incorporate them into the deliverable for resubmission to the State.
- H. All changes must be easily identifiable by the State.
- I. Resubmission of the deliverable must occur within five (5) working days or a mutually agreed upon time frame of the resolution of any outstanding issues.
- J. The resubmitted deliverable must be accompanied by the original deliverable sign-off form.
- K. This review process continues until all issues have been resolved within a mutually agreed upon time frame.
- L. During the re-review process, the State may only comment on the original exceptions noted.
- M. All other items not originally commented on are considered to be accepted by the State.
- N. Once all revisions have been accepted, the original deliverable sign-off form signed by the appropriate State representatives will be returned to the contractor.
- O. The contractor must provide one (1) updated and complete master paper copy of each deliverable after approval and acceptance by the State.

#### 5.2.3.4 Rejected, Not Considered Delivered

If the State considers a deliverable not ready for review, the following will be returned to the contractor:

- A. The original deliverable sign-off form with an updated entry to the deliverable submission and review history section.
- B. The original deliverable and all copies with a written explanation as to why the deliverable is being rejected, not considered delivered.

- C. The contractor will have five (5) working days, unless otherwise mutually agreed to, for review, acceptance and/or rejection of the State's comments.
- D. A meeting to discuss the State's position regarding the rejection of the deliverable must be completed within three (3) working days after completion of the contractor's review or a mutually agreed upon time frame.
- E. Resubmission of the deliverable must occur within a mutually agreed upon time frame.
- F. The resubmitted deliverable must be accompanied by the original deliverable sign-off form.
- G. Upon resubmission of the completed deliverable, the State will follow the steps outlined in *Section 5.2.3.2, Accepted*, or *Section 5.2.3.3, Comments/Revisions Requested by the State*.

### **5.3 PROJECT KICK OFF MEETING**

A project kick off meeting will be held with representatives from the State and the contractor after contract approval and prior to work performed. Items to be covered in the kick off meeting will include, but not be limited to:

- 5.3.1 Deliverable review process;
- 5.3.2 Determining format and protocol for project status meetings;
- 5.3.3 Determining format for project status reports;
- 5.3.4 Setting the schedule for meetings between representatives from the State and the contractor to develop the detailed project plan;
- 5.3.5 Defining lines of communication and reporting relationships;
- 5.3.6 Reviewing the project mission;
- 5.3.7 Pinpointing high-risk or problem areas; and
- 5.3.8 Issue resolution process.

### **5.4 PLANNING AND ADMINISTRATION**

#### **5.4.1 Objective**

The objective of this task is to ensure that adequate planning and project management are dedicated to this project.

## 5.4.2 Activities

The awarded vendor must:

5.4.2.1 Work with the State to provide a detailed project plan with fixed deadlines that take into consideration the State holiday schedule provided in *Section 2.1, State Observed Holidays* to include, but not be limited to:

- A. Project schedule including tasks, activities, activity duration, sequencing and dependencies;
- B. Project work plan for each deliverable, including a work breakdown structure;
- C. Completion date of each task;
- D. Project milestones;
- E. Entrance and exit criteria for specific project milestones; and
- F. Project organization including a resource plan defining roles and responsibilities for the awarded vendor, subcontractors (if applicable) and State.

5.4.2.2 Attend and participate in all project related meetings requested by the State at a location to be determined by the State. Attendance may be in person or via teleconferencing, as mutually agreed to by the project team. These meetings shall follow an agenda mutually developed by the awarded vendor and the State. The awarded vendor shall prepare materials or briefings for these meetings as requested by the State. Minutes will be taken and distributed by State staff within five (5) working days after the meeting. Minutes may be distributed via facsimile or email.

The agenda may include, but not be limited to:

- A. Review and approval of previous meeting minutes;
- B. Contractor project status;
- C. State project status;
- D. Contract status and issues, including resolutions;
- E. Quality Assurance status;
- F. New action items;
- G. Outstanding action items, including resolutions;
- H. Setting of next meeting date; and
- I. Other business.

5.4.2.3 Provide written semi-monthly project status reports delivered to State project management by the third (3<sup>rd</sup>) working day following the end of each reporting period. The format must be approved by

the State prior to issuance of the first semi-monthly project status report. The first semi-monthly report covers the reporting period from the 1<sup>st</sup> through the 15<sup>th</sup> of each month; and the second semi-monthly report covers the reporting period from the 16<sup>th</sup> through the end of the month. The status reports must include, but not be limited to the following:

- A. Overall completion status of the project in terms of the State approved project work plan and deliverable schedule;
- B. Accomplishments during the period, including State staff/stakeholders interviewed, meetings held, JAD sessions and conclusions/decisions determined;
- C. Problems encountered and proposed/actual resolutions;
- D. What is to be accomplished during the next reporting period;
- E. Issues that need to be addressed, including contractual;
- F. Quality Assurance status;
- G. Updated MS Project time line showing percentage completed, tasks assigned, completed and remaining;
- H. Identification of schedule slippage and strategy for resolution;
- I. Contractor staff assigned and their location/schedule;
- J. State resources required for activities during the next time period; and
- K. Resource allocation percentages including planned versus actual by project milestone.

5.4.2.4 Develop a comprehensive approach for handling communications with both internal and external audiences. Effective communication is critical to the development of productive relationships with concerned stakeholders. The communication plan must include, but not be limited to: a plan for generation, documentation, storage, transmission and disposal of all project information.

5.4.2.5 Develop a risk management plan to ensure that risks are identified, planned for, analyzed, communicated and acted upon effectively.

5.4.2.6 Develop a quality assurance plan including, but not limited to, the methodology for maintaining quality of the code, workmanship, project schedules and subcontractor(s) activities.

- 5.4.2.7 Develop a Change Management Plan and Control Procedures and present it to the State for acceptance. This plan will be used by the vendor and the State in the design, specification, construction, implementation and support of the system.
- 5.4.2.8 Develop a Knowledge Transfer Plan, present the plan to the State, execute the plan and obtain State acceptance before and after the plan is executed. The plan must include sufficient time and resources to accomplish a full transfer of knowledge to assure that the State can operate the system independently and obtain timely and effective support from the vendor.
- 5.4.2.9 The State will perform a Post Implementation Evaluation Review (PIER) approximately six (6) months after full implementation and State acceptance of all deliverables. The awarded vendor's Project Manager will be required to participate on site for a period of not to exceed three (3) days.

5.4.3 Deliverables

<b>5.4 PLANNING AND ADMINISTRATION DELIVERABLES</b>			
<b>DELIVERABLE NUMBER</b>	<b>DESCRIPTION OF DELIVERABLE</b>	<b>ACTIVITY</b>	<b>STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)</b>
5.4.3.1	Detailed Project Plan	5.4.2.1	15
5.4.3.2	Attendance at all scheduled meetings	5.4.2.2	N/A
5.4.3.3	Written Semi-Monthly Project Status Report	5.4.2.3	5
5.4.3.4	Communication Plan	5.4.2.4	10
5.4.3.5	Risk Management Plan	5.4.2.5	10
5.4.3.6	Quality Assurance Plan	5.4.2.6	10
5.4.3.7	Change Management Plan	5.4.2.7	10
5.4.3.8	Knowledge Transfer Plan	5.4.2.8	10
5.4.3.9	Post Implementation Evaluation Review	5.4.2.9	5

**5.5 DATA AND API**

5.5.1 Objectives

The objectives of this task are to complete:

- a GAP analysis for system data;
- a GAP analysis for system API;
- a GAP analysis for system interfaces;
- development of the system API;
- development of API documentation;

- development of a system data dictionary for user reference.

## 5.5.2 Activities

The awarded vendor must:

- 5.5.2.1 Work with DPBH staff to complete a GAP Analysis and final definition for all data to be used in the system. The requirements matrix lists many data points under various categories that the system should have. These data points have been gathered from various sources and may include some data that is not needed or there may be other data that is needed.

The purpose of this GAP Analysis is to make a final determination on data needed based on the awarded vendor's current data model, data requirements listed in the requirements matrix and data points required by Nevada revised statute and administrative code.

- 5.5.2.2 Work with DPBH staff to complete a GAP Analysis for the System API and define the processes, data, transaction types and data files required for upload of data from MME systems to the SSITMS including inventory data, sales data, test results, and other data as may be required. The upload process/processes must include assignment of global unique identifiers at an enterprise level for every plant, product, or other tracking item if those items do not already have a unique SSITMS identifier.

The purpose of this GAP Analysis is to define detailed specifications for development of the System API for upload of data. Data to be uploaded includes inventory tracking, sales, and test results. A critical task in this GAP Analysis is to determine the level of data that is needed from each MME when it begins the data upload process; all historical data since the MME started operations; a snapshot in time of their data at upload process startup; or all new data going forward from upload process startup date.

- 5.5.2.3 Work with DPBH staff to complete a GAP Analysis to define the data and processes needed to extract establishment, agent, and patient/caregiver data from the existing MMP database for use in the SSITMS.

The purpose of this GAP Analysis is to define the data elements in the MMP database that are needed by the SSITMS at startup and the process or processes to initially load that data as well as periodic updates. The SSITMS will need to maintain a list of authorized MMEs, MME agents authorized to use the SSITMS and upload data, and limited patient/caregiver data for sales purposes.

5.5.2.4 Develop and test the module or modules required to implement the System API based on the GAP Analysis completed in 5.5.2.2.

The purpose of the System API is to provide a mechanism for MMEs to upload the required data from their local inventory and sales systems to the SSITMS.

5.5.2.5 Develop user documentation on the System API.

The purpose of the System API user documentation is to provide the instructions, checklists, processes, data formats, file formats, etc., to allow MME users to easily setup their data upload process, test the process, and implement into production.

5.5.2.6 Develop a Data Dictionary of all data utilized in the SSITMS.

The purpose of the Data Dictionary is to provide definition of data used in SSITMS including field descriptions, use, and valid values. This is not meant to be a graphic representation of the technical data model but a resource where State users can look up the meaning and use of any particular data item in the system.

5.5.3 Deliverables

<b>5.5 DATA AND API DELIVERABLES</b>			
<b>DELIVERABLE NUMBER</b>	<b>DESCRIPTION OF DELIVERABLE</b>	<b>ACTIVITY</b>	<b>STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)</b>
5.5.3.1	GAP Analysis – System Data	5.5.2.1	10
5.5.3.2	GAP Analysis – System API	5.5.2.2	10
5.5.3.3	GAP Analysis – System Interfaces	5.5.2.3	10
5.5.3.4	System API Module	5.5.2.4	10
5.5.3.5	System API User Documentation	5.5.2.5	10
5.5.3.6	System Data Dictionary	5.5.2.6	10

**5.6 IMPLEMENTATION AND SETUP**

5.6.1 Objectives

The objective of this task is to ensure that the base Seed to Sale Inventory Tracking and Management System is installed, configured for use and meets minimum requirements as set forth in this RFP and the requirements matrix.

5.6.2 Activities

The awarded vendor must:

- 5.6.2.1 Complete a GAP Analysis to determine any functionality missing from their proposed system and the functionality listed in this RFP and the requirements matrix.

The purpose of this GAP Analysis is to ensure that all functionality documented in this RFP and the requirements matrix is contained in the proposed system and, if not, is identified for development and inclusion into the base system.

- 5.6.2.2 Complete development of any additional code or modules to support any missing functionality as determined in the GAP Analysis.

- 5.6.2.3 Install the new system at their ISP or ‘Cloud’ provider.

- 5.6.2.4 Setup the system for use by State staff and MMEs, configure the system as needed, and upload all data required for initial startup of the system, not including MME data. Tasks for this activity include but are not limited to:

- A. Complete setup of production environment;
- B. Setup and configuration of State user accounts and roles;
- C. Setup and configuration of MME user accounts and roles, as needed;
- D. Setup and configuration of report engine and reports;
- E. Setup and configuration of system security; and
- F. Loading of data from MMP database as defined in 5.5.2.2.

For the initial SSITMS installation and setup, loading of data from MMEs is not anticipated. That is a task for 5.9 System Rollout.

- 5.6.2.5 Setup Environments for system test, acceptance test and training.

- A. System Test Environment: required for testing of interfaces from MMP and MME data loads.
- B. Acceptance Test Environment: required for State testing of the SSITMS.
- C. Training Environment: required for training of State and MME users of SSITMS.

### 5.6.3 Deliverables

<b>5.6 IMPLEMENTATION AND SETUP DELIVERABLES</b>			
<b>DELIVERABLE NUMBER</b>	<b>DESCRIPTION OF DELIVERABLE</b>	<b>ACTIVITY</b>	<b>STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)</b>
5.6.3.1	GAP Analysis – System Functionality	5.6.2.1	10
5.6.3.2	System Development	5.6.2.2	N/A
5.6.3.3	System Install	5.6.2.3	5
5.6.3.4	System Setup and Configuration	5.6.2.4	10
5.6.3.5	Environment Setup	5.6.2.5	10

## **5.7 TRAINING**

### **5.7.1 Objectives**

The objective of this task is to ensure that State users and MME users of the SSITMS are fully trained in the use of the system. In addition, DPBH technical staff requires an overview of the technical aspects of the SSITMS.

### **5.7.2 Activities**

The awarded vendor must:

5.7.2.1 Develop a SSITMS User Manual, including a system configuration guide, for use by State staff.

5.7.2.2 Develop a SSITMS User Manual for use by MME agents.

5.7.2.3 Train State staff in the use of SSITMS. This training is critical for State staff for completion of acceptance testing and ongoing use of the system.

5.7.2.4 Train MME agents in the use of SSITMS and API for data uploads.

5.7.2.5 Provide a technical overview of SSITMS and the API to State technical staff.

5.7.2.6 Develop a comprehensive training plan for both State staff and MME staff.

### **5.7.3 Deliverables**

<b>5.7 TRAINING DELIVERABLES</b>			
<b>DELIVERABLE NUMBER</b>	<b>DESCRIPTION OF DELIVERABLE</b>	<b>ACTIVITY</b>	<b>STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)</b>
5.7.3.1	SSITMS User Manual for DPBH	5.7.2.1	15

<b>5.7 TRAINING DELIVERABLES</b>			
5.7.3.2	SSITMS User Manual for MMEs	5.7.2.2	15
5.7.3.3	SSITMS Training for State Staff	5.7.2.3	5
5.7.3.4	SSITMS Training for MME Agents	5.7.2.4	5
5.7.3.5	SSITMS Technical Overview for State Staff	5.7.2.5	NA
5.7.3.6	Training Plan	5.7.2.6	10

## **5.8 ACCEPTANCE TESTING**

### **5.8.1 Objectives**

The objectives of this task are to ensure that a plan for acceptance testing is developed and included in the overall project plan; a requirements traceability matrix is created for use during plan development and testing; the proposed system functions as expected; all functions/requirements listed in the requirements matrix have been met or exceeded; and that the proposed system is ready for implementation and startup.

### **5.8.2 Activities**

The awarded vendor must:

5.8.2.1 Work with DPBH staff to develop an Acceptance Test Plan and integrate that plan into the overall project plan. It is not the responsibility of the awarded vendor to write the detailed usage scenarios and use cases for acceptance testing; that is the responsibility of State staff. However, the awarded vendor must define the high level acceptance testing plan including testing approach, testing schedules, and issue/defect tracking and resolution.

5.8.2.2 Work with DPBH staff to develop a requirements traceability matrix using the attached requirements matrix verifying that all requirements defined in this RFP and the requirements matrix have been met. The State will use the requirements traceability matrix during acceptance testing to validate that all requirements have been met as well as for developing usage scenarios and use cases.

5.8.2.3 Assist the State as needed for the State to complete acceptance testing of SSITMS.

5.8.2.4 Assist the State as needed in order to complete acceptance testing of API data uploads.

5.8.2.5 Assist the State as needed in order to complete acceptance testing of data interfaces.

5.8.3 Deliverables

<b>5.8 ACCEPTANCE TESTING DELIVERABLES</b>			
<b>DELIVERABLE NUMBER</b>	<b>DESCRIPTION OF DELIVERABLE</b>	<b>ACTIVITY</b>	<b>STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)</b>
5.8.3.1	Acceptance Test Plan	5.8.2.1	10
5.8.3.2	Requirements Traceability Matrix	5.8.2.2	10
5.8.3.3	State Acceptance Testing - SSITMS	5.8.2.3	NA
5.8.3.4	API Acceptance Testing	5.8.2.4	NA
5.8.3.5	Data Interface Acceptance Testing	5.8.2.5	NA

**5.9 SYSTEM ROLLOUT**

5.9.1 Objectives

The objectives of this task are to ensure that the SSITMS is deployed to production and that a rollout plan for MMEs is developed and in place at system launch.

5.9.2 Activities

The awarded vendor must:

- 5.9.2.1 Finalize base system and any enhancements and prepare the system for deployment.
- 5.9.2.2 Deploy SSITMS to Production and formally launch the application. This task includes verifying that all system alerts and system backups are in place and functioning as well as ensuring that the newly launched system is functional and users are able to logon and use the system.
- 5.9.2.3 Work with State staff and individual MMEs to develop the MME Rollout Plan for adding MMEs to SSITMS for limited system access and startup of daily uploads.

5.9.3 Deliverables

<b>5.9 SYSTEM ROLLOUT DELIVERABLES</b>			
<b>DELIVERABLE NUMBER</b>	<b>DESCRIPTION OF DELIVERABLE</b>	<b>ACTIVITY</b>	<b>STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)</b>
5.9.3.1	Finalize SSITMS	5.9.2.1	
5.9.3.2	Deploy SSITMS	5.9.2.2	
5.9.3.3	MME Rollout Plan	5.9.2.3	

**5.10 ONGOING MAINTENANCE**

5.10.1 Objectives

The objective of this task is to ensure that the system is maintained in proper working order and that MMEs are added into the system for limited access and data upload based on the MME Rollout Plan created in 5.9.3.2.

5.10.2 Activities

The awarded vendor must:

5.10.2.1 Perform ongoing system maintenance, support and management of the SSITMS on a daily basis. This task includes setup of a support ticket system and customer support hotline for resolving issues that occur or questions on system usage or other items such as training of new users, minor system updates, etc. Support tickets will be ranked in priority order based on urgency of the issue. Priorities are set by DPBH as determined by business need or legislative mandate.

Maintenance is required for the length of the contract as shown below:

- A. Contract Year 1 – 2016
- B. Contract Year 2 – 2017
- C. Contract Year 3 – 2018
- D. Contract Year 4 – 2019
- E. Contract Year 5 – 2020

5.10.2.2 Complete deployment of system functionality and data uploads for MMEs based on the MME Rollout Plan.

5.10.3 Deliverables

<b>5.10 ONGOING MAINTENANCE DELIVERABLES</b>			
<b>DELIVERABLE NUMBER</b>	<b>DESCRIPTION OF DELIVERABLE</b>	<b>ACTIVITY</b>	<b>STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)</b>
5.10.3.1	Ongoing System Maintenance and Support	5.10.2.1	As Needed
5.10.3.2	MME Deployment	5.10.2.2	As Needed

**5.11 MOBILE DEVICES**

5.11.1 Objectives

The objectives of this task are to ensure that the vendor supplies and configures the required amount of mobile devices for use by State staff.

5.11.2 Activities

The awarded vendor must:

5.11.2.1 Supply to the state and configure 12 (twelve) Surface Pro 3s for use by State staff for remote/field access to the system for data review, reporting and other program management activities. Specifications are 12-inch, 256GB, Intel Core i5, 1.9GHz / 8GB RAM.

5.11.3 Deliverables

<b>5.11 MOBILE DEVICES DELIVERABLES</b>			
<b>DELIVERABLE NUMBER</b>	<b>DESCRIPTION OF DELIVERABLE</b>	<b>ACTIVITY</b>	<b>STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)</b>
5.11.3.1	Surface Pro 3s (12)	5.11.2.1	10

**6. COMPANY BACKGROUND AND REFERENCES**

**6.1 VENDOR INFORMATION**

6.1.1 Vendors must provide a company profile in the table format below.

<b>Question</b>	<b>Response</b>
Company name:	
Ownership (sole proprietor, partnership, etc.):	
State of incorporation:	
Date of incorporation:	
# of years in business:	

Question	Response
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:	

6.1.2 **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.

6.1.3 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.

6.1.4 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.

6.1.5 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
----------	----------

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:	

6.1.6 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.

6.1.7 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, litigation, or investigation, including the products or services involved:	
Amount in controversy:	
Resolution or current status of the dispute:	

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

- 6.1.8 Vendors must review the insurance requirements specified in **Attachment E, Insurance Schedule for RFP 3205**. 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 3205**.

- 6.1.9 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.
- 6.1.10 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.
- 6.1.11 Financial information and documentation to be included in **Part III, Confidential Financial Information** of vendor’s response in accordance with **Section 12.5, Part III – Confidential Financial**.

- 6.1.11.1 Dun and Bradstreet Number
- 6.1.11.2 Federal Tax Identification Number
- 6.1.11.3 The last two (2) years and current year interim:
- A. Profit and Loss Statement
- B. Balance Statement

## 6.2 SUBCONTRACTOR INFORMATION

- 6.2.1 Does this proposal include the use of subcontractors?

Yes		No	
-----	--	----	--

If “Yes”, vendor must:

- 6.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 6.2.1.2 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).
- 6.2.1.3 Vendors must describe the methodology, processes and tools utilized for:
  - A. Selecting and qualifying appropriate subcontractors for the project;
  - B. Incorporating the subcontractor's development and testing processes into the vendor's methodologies;
  - C. Ensuring subcontractor compliance with the overall performance objectives for the project; and
  - D. Ensuring that subcontractor deliverables meet the quality objectives of the project.
- 6.2.1.4 Provide the same information for any proposed subcontractors as requested in **Section 6.1, Vendor Information**.
- 6.2.1.5 Business references as specified in **Section 6.3, Business References** must be provided for any proposed subcontractors.
- 6.2.1.6 Provide the same information for any proposed subcontractor staff as specified in **Section 6.4, Vendor Staff Skills and Experience Required**.
- 6.2.1.7 Staff resumes for any proposed subcontractors as specified in **Section 6.5, Vendor Staff Resumes**.
- 6.2.1.8 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 6.2.1.9 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**

**6.2, Subcontractor Information.** The vendor must receive agency approval prior to subcontractor commencing work.

6.2.1.10 All subcontractor employees assigned to the project must be authorized to work in this country.

**6.3 BUSINESS REFERENCES**

6.3.1 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.

6.3.2 Business references must show a proven ability of:

6.3.2.1 Developing, designing, implementing and/or transferring a large scale application with public and/or private sectors;

6.3.2.2 Developing and executing a comprehensive application test plan;

6.3.2.3 Developing and implementing a comprehensive training plan;

6.3.2.4 Experience with comprehensive project management;

6.3.2.5 Experience with cultural change management;

6.3.2.6 Experience with managing subcontractors; and

6.3.2.7 Development and execution of a comprehensive project management plan.

6.3.3 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.

<b>Reference #:</b>			
<b>Company Name:</b>			
<b>Identify role company will have for this RFP project (Check appropriate role below):</b>			
	<b>VENDOR</b>		<b>SUBCONTRACTOR</b>
<b>Project Name:</b>			
<b>Primary Contact Information</b>			
<b>Name:</b>			
<b>Street Address:</b>			
<b>City, State, Zip:</b>			
<b>Phone, including area code:</b>			
<b>Facsimile, including area code:</b>			

Email address:	
<b>Alternate Contact Information</b>	
Name:	
Street Address:	
City, State, Zip:	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
<b>Project Information</b>	
Brief description of the project/contract and description of services performed:	
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?	

- 6.3.4 Vendors must also submit *Attachment F, Reference Questionnaire* to the business references that are identified in *Section 6.3.3*.
- 6.3.5 The company identified as the business references must submit the Reference Questionnaire directly to the Purchasing Division.
- 6.3.6 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 10, 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.
- 6.3.7 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

#### **6.4 VENDOR STAFF SKILLS AND EXPERIENCE REQUIRED**

The vendor shall provide qualified personnel to perform the work necessary to accomplish the tasks defined in the Scope of Work. The State must approve all awarded vendor resources. The State reserves the right to require the removal of any member of the awarded vendor's staff from the project.

##### **6.4.1 Project Manager Qualifications**

The Project Manager assigned by the awarded vendor to the engagement must have:

- 6.4.1.1 A minimum of four (4) years of project management experience, within the last ten (10) years, in government or the private sector;
- 6.4.1.2 A minimum of three (3) years of experience, within the last ten (10) years, managing systems architecture and development projects;
- 6.4.1.3 A minimum of two (2) years of experience with systems analysis and design;
- 6.4.1.4 A minimum of two (2) years of experience with systems development and implementation;
- 6.4.1.5 Completed at least one (1) project within the past three (3) years that involved designing business processes and procedures and developing new systems to support the new business processes; and
- 6.4.1.6 Completed at least one (1) project within the past three (3) years that involved communication and coordination of activities with external stakeholders.

#### 6.4.2 Technical Lead Qualifications

The technical lead assigned by the awarded vendor must have:

- 6.4.2.1 A minimum of four (4) years of experience in systems development, design and programming of automated systems;
- 6.4.2.2 A minimum of four (4) years of experience developing systems using a relational database;
- 6.4.2.3 A minimum of two (2) years of experience developing Internet applications;
- 6.4.2.4 A minimum of two (2) years of experience managing systems architecture and systems development projects; and
- 6.4.2.5 Completed at least (1) project within the past three (3) years that involved conducting a pilot implementation and determining the readiness of the system production.

#### 6.4.3 Implementation Lead Qualifications

The implementation lead assigned by the awarded vendor must have:

- 6.4.3.1 A minimum of three (3) years of experience managing the implementation of new business processes and procedures and new automated systems to support the new business processes;

- 6.4.3.2 A minimum of two (2) years of experience managing the implementation of Internet applications;
- 6.4.3.3 Completed at least one (1) project within the past three (3) years that involved the procurement, receipt and make ready of computer equipment and software; and
- 6.4.3.4 Completed at least one (1) project within the past three (3) years that involved a phased implementation where systems activities were coordinated between the old and new system environments.

#### 6.4.4 Individual Team Member Qualifications

Each member of the awarded vendor's project team must meet at least one (1) of the qualifications below. In addition, the aggregation of the individual qualifications of the team members must cumulatively meet all of the following requirements. These requirements are:

- 6.4.4.1 Two (2) years of experience within the last five (5) years analyzing and modeling business processes;
- 6.4.4.2 Two (2) years of experience within the last five (5) years designing online interfaces using the tools proposed for this project;
- 6.4.4.3 Three (3) years of experience within the last five (5) years developing systems using the relational database proposed for this project;
- 6.4.4.4 Three (3) years of experience within the last five (5) years developing system to system interfaces;
- 6.4.4.5 Three (3) years of experience within the last five years developing secure Internet applications using the tools proposed for this project; and
- 6.4.4.6 Completed at least one (1) project within the past three (3) years that involved development of course outlines and materials and organizing and conducting classes to support the implementation of new business processes and systems.

## 6.5 VENDOR STAFF RESUMES

A resume must be completed for each proposed individual on the State format provided in *Attachment I, Proposed Staff Resume*, including identification of key personnel per *Section 14.3.19, Key Personnel*.

## 6.6 PRELIMINARY PROJECT PLAN

- 6.6.1 Vendors must submit a preliminary project plan as part of the proposal, including, but not limited to:
  - 6.6.1.1 Gantt charts that show all proposed project activities;
  - 6.6.1.2 Planning methodologies;
  - 6.6.1.3 Milestones;
  - 6.6.1.4 Task conflicts and/or interdependencies;
  - 6.6.1.5 Estimated time frame for each task identified in *Section 5, Scope of Work*; and
  - 6.6.1.6 Overall estimated time frame from project start to completion for both Contractor and State activities, including strategies to avoid schedule slippage.
- 6.6.2 Vendors must provide a written plan addressing the roles and responsibilities and method of communication between the contractor and any subcontractor(s).
- 6.6.3 The preliminary project plan will be incorporated into the contract.
- 6.6.4 The first project deliverable is the finalized detailed project plan that must include fixed deliverable due dates for all subsequent project tasks as defined in *Section 5, Scope of Work*. The contract will be amended to include the State approved detailed project plan.
- 6.6.5 Vendors must identify all potential risks associated with the project, their proposed plan to mitigate the potential risks and include recommended strategies for managing those risks.
- 6.6.6 Vendors must provide information on the staff that will be located on-site in Carson City. If staff will be located at remote locations, vendors must include specific information on plans to accommodate the exchange of information and transfer of technical and procedural knowledge. The State encourages alternate methods of communication other than in person meetings, such as transmission of documents via email and teleconferencing, as appropriate.

## 6.7 PROJECT MANAGEMENT

Vendors must describe the project management methodology and processes utilized for:

- 6.7.1 Project integration to ensure that the various elements of the project are properly coordinated;

- 6.7.2 Project scope to ensure that the project includes all the work required and only the work required to complete the project successfully;
- 6.7.3 Time management to ensure timely completion of the project. Include defining activities, estimating activity duration, developing and controlling the project schedule;
- 6.7.4 Management of contractor and/or subcontractor issues and resolution process;
- 6.7.5 Responding to and covering requested changes in the project time frames;
- 6.7.6 Responding to State generated issues;
- 6.7.7 Cost management to ensure that the project is completed within the approved budget. Include resource planning, cost estimating, cost budgeting and cost control;
- 6.7.8 Resource management to ensure the most effective use of people involved in the project including subcontractors;
- 6.7.9 Communications management to ensure effective information generation, documentation, storage, transmission and disposal of project information; and
- 6.7.10 Risk management to ensure that risks are identified, planned for, analyzed, communicated and acted upon effectively.

## **6.8 QUALITY ASSURANCE**

Vendors must describe the quality assurance methodology and processes utilized to ensure that the project will satisfy State requirements as outlined in *Section 5, Scope of Work* of this RFP.

## **6.9 METRICS MANAGEMENT**

Vendors must describe the metrics management methodology and processes utilized to satisfy State requirements as outlined in *Section 5, Scope of Work* of this RFP. The methodology must include the metrics captured and how they are tracked and measured.

## **6.10 DESIGN AND DEVELOPMENT PROCESSES**

Vendors must describe the methodology, processes and tools utilized for:

- 6.10.1 Analyzing potential solutions, including identifying alternatives for evaluation in addition to those suggested by the State;
- 6.10.2 Developing a detailed operational concept of the interaction of the system, the user and the environment that satisfies the operational need;
- 6.10.3 Identifying the key design issues that must be resolved to support successful development of the system; and

- 6.10.4 Integrating the disciplines that are essential to system functional requirements definition.

## **6.11 CONFIGURATION MANAGEMENT**

Vendors must describe the methodology, processes and tools utilized for:

- 6.11.1 Control of changes to requirements, design and code;
- 6.11.2 Control of interface changes;
- 6.11.3 Traceability of requirements, design and code;
- 6.11.4 Tools to help control versions and builds;
- 6.11.5 Parameters established for regression testing;
- 6.11.6 Baselines established for tools, change log and modules;
- 6.11.7 Documentation of the change request process including check in/out, review and regular testing;
- 6.11.8 Documentation of the change control board and change proposal process; and
- 6.11.9 Change log that tracks open/closed change requests.

## **6.12 PEER REVIEW MANAGEMENT**

Vendors must describe the methodology, processes and tools utilized for:

- 6.12.1 Peer reviews conducted for design, code and test cases;
- 6.12.2 Number of types of people normally involved in peer reviews;
- 6.12.3 Types of procedures and checklists utilized;
- 6.12.4 Types of statistics compiled on the type, severity and location of errors; and
- 6.12.5 How errors are tracked to closure.

## **6.13 PROJECT SOFTWARE TOOLS**

- 6.13.1 Vendors must describe any software tools and equipment resources to be utilized during the course of the project including minimum hardware requirements and compatibility with existing computing resources as described in ***Section 3.4, Current Computing Environment***.
- 6.13.2 Costs and training associated with the project software tools identified must be included in ***Attachment J, Project Costs***.

## 7. PROJECT COSTS

The Cost Schedules to be completed for this RFP are embedded as an Excel spreadsheet in *Attachment J, Project Costs*.

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.

### 7.1 COST SCHEDULES

The cost for each deliverable must be complete and include all expenses, including travel, per diem and out-of-pocket expenses as well as administrative and/or overhead expenses. Each table in the Excel spreadsheet in *Attachment J, Project Costs* must be completed and detailed backup must be provided for all cost schedules completed.

- 7.1.1 The SSITMS software is required to provide visibility at a state-wide level of all marijuana and marijuana products in the State as well as to assist in ensuring compliance with Nevada statutes and regulations governing the cultivation and sale of marijuana. In addition, a system is needed to prevent diversion of marijuana illegally out of establishments or illegally into establishments.
- 7.1.2 The acquisition and management of the SSITMS are program costs that are necessary for managing the Medical Marijuana Program and ensuring compliance with state laws and regulations. A key element requires the chosen vendor of the SSITMS to collect payments from MMEs for use of the system and rebate a portion of that revenue back to the State of Nevada for program costs as specified in the Cost Schedule listed as DPBH Program Expenditures.
- 7.1.3 Costs for the proposed system by vendors must be a no cost to the state solution with a revenue sharing model. Detailed costs are required in order to determine potential cost to MMEs. Revenue sharing to the state is limited to specific program costs detailed in the cost schedule listed as DPBH Program Expenditures. The costs listed in that section are based on actual costs for FY2015 and will be updated on an annual basis to reflect actual costs from the previous fiscal year.
- 7.1.4 The awarded vendor will be required to collect payments from MMEs and provide payment back to the State for identified program costs. Final details on costs, management and collection of payments from MMEs, revenue sharing with the State, and other cost/payment items will be completed during the contract negotiation process with the awarded vendor.
- 7.1.5 All vendors must provide a detailed cost proposal or proposals that includes a detailed narrative of their proposal(s) and recommendations as well as completion of the attached cost schedule. Possible approaches include the following:
  - 7.1.5.1 Fixed monthly cost to MMEs (charges would start for an MME when MME becomes an active system participant).

- 7.1.5.2 Transaction based cost per MME (clearly detail what a transaction is and proposed charge).
- 7.1.5.3 Equipment purchase based cost (purchase of RFID tags, barcodes or equivalent technology by MME from the central system).
- 7.1.6 Vendors submitting more than one cost proposal must also recommend their preferred approach.
- 7.1.7 The total costs for this system are to be detailed in the attached cost schedule. These costs will be paid by the individual establishments in the marijuana industry in the State of Nevada. MMEs will not be charged any costs until they are implemented into the central system.
- 7.1.8 Cost proposals will be evaluated as if the State was the entity paying for the system and all related charges. It is incumbent on the State to ensure that resultant charges to MMEs for the SSITMS are fair and equitable and do not impose an undue burden on MMEs. At the same time, the State recognizes that the awarded vendor must make a reasonable profit.
- 7.1.9 Detailed Deliverable Cost Schedules

- 7.1.9.1 The schedules have been set up so that the sub-total from each deliverable cost schedule will automatically be transferred to the summary table in ***Section 7.1.7, Summary Schedule of Project Costs (refer to Attachment J, Project Costs)***.

However, it is ultimately the proposer's responsibility to make sure that all totals are correctly transferred to the summary table in ***Section 7.1.7, Summary Schedule of Project Costs (refer to Attachment J, Project Costs)*** prior to submitting their cost proposal.

- 7.1.10 Other Associated Costs

Proposers must identify any other costs not covered on the Detailed Deliverable Cost Schedules and/or the cost schedules for any hardware and/or software proposed, as follows:

- 7.1.10.1 The schedule has been set up so that the sub-total from this cost schedule will automatically be transferred to the summary table in ***Section 7.1.7, Summary Schedule of Project Costs (refer to Attachment J, Project Costs)***.

However, it is ultimately the proposer's responsibility to make sure that all totals are correctly transferred to the summary table in ***Section 7.1.7, Summary Schedule of Project Costs (refer to Attachment J, Project Costs)*** prior to submitting their cost proposal.

7.1.10.2 Proposers must provide detailed information for each item identified.

7.1.11 Summary Schedule of Project Costs

Proposers must make sure that all totals from the Detailed Deliverable Cost Schedules, the cost schedules for any hardware and/or software proposed and other associated costs are transferred to *Section 7.1.7, Summary Schedule of Project Costs (refer to Attachment J, Project Costs)*.

7.1.12 Hourly Rate Schedule for Change Orders

7.1.12.1 Prices quoted for change orders/regulatory changes must remain in effect for six (6) months after State acceptance of the successfully implemented system.

7.1.12.2 Proposers must provide firm, fixed hourly rates for change orders/regulatory changes, including updated documentation.

7.1.12.3 Proposers must provide a firm, fixed hourly rate for each staff classification identified on the project. Proposers must not provide a single compilation rate.

## **8. FINANCIAL**

### **8.1 PAYMENT**

8.1.1 No payments will be made by the State to the awarded vendor at any time during the life of the contract as the contract is a no cost to the State contract.

8.1.2 Payments by MMEs is direct to the awarded vendor after approval of invoice by the State.

### **8.2 BILLING**

8.2.1 There shall be no advance payment for services furnished by a contractor pursuant to the executed contract.

8.2.2 Payment for services shall only be made after completed deliverables are received, reviewed and accepted in writing by the State.

8.2.3 The vendor must bill the MMEs after approval by the State for each monthly billing as outlined in the approved contract and/or deliverable payment schedule.

8.2.4 Each billing must consist of an invoice and a copy of the State-approved deliverable sign-off form.

### 8.3 TIMELINESS OF BILLING

Vendors are expected to remit payment for a billing to the awarded vendor on Net 30 terms.

## 9. 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.

### 9.1 QUESTIONS AND ANSWERS

9.1.1 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.

9.1.2 The deadline for submitting questions is as specified in *Section 10, RFP Timeline*.

9.1.3 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 10, RFP Timeline*.

## 10. 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. The State also reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

<b>Task</b>	<b>Date/Time</b>
Deadline for submitting questions	8/18/15 @ 2:00 PM
Answers posted to website	On or about 8/25/15
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 9/16/15
Deadline for submission and opening of proposals	No later than 2:00 PM on <b>9/17/15</b>
Evaluation period (approximate time frame)	9/18 ~ 9/30/15
Vendor Presentations (approximate time frame)	10/14 ~ 10/16
Selection of vendor	On or about 10/16
Anticipated BOE approval	1/12/16
Contract start date (contingent upon BOE approval)	1/18/16

## 11. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

### 11.1 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 12.3, Part I B – Confidential Technical and Section 12.5, 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 12.6, 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 12.6.4*.

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.

- 11.1.1 All information is to be completed as requested.
- 11.1.2 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.
- 11.1.3 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 days in advance of the opening.
- 11.1.4 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.
- 11.1.5 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.

- 11.1.6 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:

- 11.1.6.1 Be submitted on recycled paper;
- 11.1.6.2 Not include pages of unnecessary advertising;
- 11.1.6.3 Be printed on both sides of each sheet of paper; and
- 11.1.6.4 Be contained in re-usable binders or binder clips as opposed to spiral or glued bindings.

- 11.1.7 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.

- 11.1.8 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.

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

**11.2 PART I A – TECHNICAL PROPOSAL**

- 11.2.1 The technical proposal must include:

- 11.2.1.1 One (1) original marked “MASTER”; and
- 11.2.1.2 Four (4) identical copies.

- 11.2.2 The technical proposal **must not include** confidential technical information (refer to **Section 12.3, 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.

- 11.2.3 Format and Content

- 11.2.3.1 Tab I – Title Page

The title page must include the following:

<b>Part I A – Technical Proposal</b>	
RFP Title:	Seed to Sale Inventory Tracking
RFP:	3205
Vendor Name:	
Address:	
Opening Date:	September 17, 2015
Opening Time:	2:00 PM

- 11.2.3.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

- 11.2.3.3 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.

- 11.2.3.4 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 any vendor licensing agreements and/or hardware and software maintenance agreements.
- E. Copies of applicable certifications and/or licenses.

11.2.3.5 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.

11.2.3.6 Tab VI – Section 4 – System Requirements

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

11.2.3.7 Tab VII – Section 5 – Scope of Work

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

11.2.3.8 Tab VIII– Section 6 – 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 6.2, Subcontractor Information**, if applicable.

11.2.3.9 Tab IX – Attachment I – Proposed Staff Resume

Vendors must include all proposed staff resumes per **Section 6.5, Vendor Staff Resumes** in this section. This section should also include any subcontractor proposed staff resumes, if applicable.

11.2.3.10 Tab X – Preliminary Project Plan

Vendors must include the preliminary project plan in this section.

11.2.3.11 Tab XI – Requirements Matrix

Vendors must include their completed requirements matrix (refer to **Attachment L, Requirements Matrix**) in this section.

11.2.3.12 Tab XII – Other Informational Material

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

**11.3 PART I B – CONFIDENTIAL TECHNICAL PROPOSAL**

11.3.1 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**).

11.3.2 The confidential technical proposal must include:

- 11.3.2.1 One (1) original marked “MASTER”; and
- 11.3.2.2 Four (4) identical copies.

11.3.3 Format and Content

11.3.3.1 Tab I – Title Page

The title page must include the following:

<b>Part I B – Confidential Technical Proposal</b>	
RFP Title:	Seed to Sale Inventory Tracking
RFP:	3205
Vendor Name:	
Address:	
Opening Date:	September 17, 2015
Opening Time:	2:00 PM

11.3.3.2 Tabs – Confidential Technical

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

**11.4 PART II – COST PROPOSAL**

11.4.1 The cost proposal must include:

11.4.1.1 One (1) original marked “MASTER”; and

11.4.1.2 Four (4) identical copies.

11.4.2 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”.

11.4.3 Format and Content

11.4.3.1 Tab I – Title Page

The title page must include the following:

<b>Part II – Cost Proposal</b>	
RFP Title:	Seed to Sale Inventory Tracking
RFP:	3205
Vendor Name:	
Address:	
Opening Date:	September 17, 2015
Opening Time:	2:00 PM

11.4.3.2 Tab II – Cost Proposal

Cost proposal must be in the format identified in **Attachment J, Project Costs**.

11.4.3.3 Tab III – Attachment K, Cost Proposal Certification of Compliance with Terms and Conditions of RFP

A. **Attachment K** 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 on **Attachment K**.

C. Only cost exceptions and/or assumptions should be identified on **Attachment K**.

- 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.

**11.5 PART III – CONFIDENTIAL FINANCIAL INFORMATION**

11.5.1 The confidential financial information part must include:

- 11.5.1.1 One (1) original marked “MASTER”; and
- 11.5.1.2 Two (2) identical copy.

11.5.2 Format and Content

11.5.2.1 Tab I – Title Page

The title page must include the following:

<b>Part III – Confidential Financial Proposal</b>	
RFP Title:	Seed to Sale Inventory Tracking
RFP:	3205
Vendor Name:	
Address:	
Opening Date:	September 17, 2015
Opening Time:	2:00 PM

11.5.2.2 Tab II – Financial Information and Documentation

Vendors must place the information required per *Section 6.1.11* in this tab.

**11.6 CONFIDENTIALITY OF PROPOSALS**

- 11.6.1 As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.
- 11.6.2 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.

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

11.6.4 The required CDs must contain the following:

11.6.4.1 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:

<b>Master CD</b>	
RFP No:	3205
Vendor Name:	
Contents:	Part IA – Technical Proposal Part IB – Confidential Technical Proposal Part II – Cost Proposal

11.6.4.2 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:

<b>Public Records CD</b>	
RFP No:	3205
Vendor Name:	
Contents:	Part IA – Technical Proposal for Public Records Request Part II – Cost Proposal for Public Records Request

11.6.5 The Public Records submitted on the CD will be posted to the Purchasing Website upon the Notice of Award.

- 11.6.6 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.
- 11.6.7 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.

**11.7 PROPOSAL PACKAGING**

- 11.7.1 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.
- 11.7.2 Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate these labels for ease and accuracy of proposal packaging.

<b>Ronda Miller State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701</b>	
<b>RFP:</b>	3205
<b>OPENING DATE:</b>	September 17, 2015
<b>OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	Seed to Sale Inventory Tracking
<b>VENDOR'S NAME:</b>	

- 11.7.3 Proposals must be received at the address referenced below no later than the date and time specified in Section 10, 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.
- 11.7.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared.
- 11.7.5 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.
- 11.7.6 The technical proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

<b>Ronda Miller State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701</b>	
<b>RFP:</b>	3205

<b>COMPONENT:</b>	PART I A – TECHNICAL PROPOSAL
<b>OPENING DATE:</b>	September 17, 2015
<b>OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	Seed to Sale Inventory Tracking
<b>VENDOR'S NAME:</b>	

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

<b>Ronda Miller State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701</b>	
<b>RFP:</b>	3205
<b>COMPONENT:</b>	PART I B – CONFIDENTIAL TECHNICAL PROPOSAL
<b>OPENING DATE:</b>	September 17, 2015
<b>OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	Seed to Sale Inventory Tracking
<b>VENDOR'S NAME:</b>	

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

<b>Ronda Miller State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701</b>	
<b>RFP:</b>	3205
<b>COMPONENT:</b>	PART II – COST PROPOSAL
<b>OPENING DATE:</b>	September 17, 2015
<b>OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	Seed to Sale Inventory Tracking
<b>VENDOR'S NAME:</b>	

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

<b>Ronda Miller State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701</b>	
<b>RFP:</b>	3205
<b>COMPONENT:</b>	PART III - CONFIDENTIAL FINANCIAL INFORMATION
<b>OPENING DATE:</b>	September 17, 2015
<b>OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	Seed to Sale Inventory Tracking
<b>VENDOR'S NAME:</b>	

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

<b>Ronda Miller State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701</b>	
<b>RFP:</b>	3205
<b>COMPONENT:</b>	CDs
<b>OPENING DATE:</b>	September 17, 2015
<b>OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	Seed to Sale Inventory Tracking
<b>VENDOR'S NAME:</b>	

## 12. PROPOSAL EVALUATION AND AWARD PROCESS

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

- 12.1** Proposals shall be consistently evaluated and scored in accordance with NRS 333.335(3) based upon the following criteria:

12.1.1 Demonstrated competence

12.1.2 Experience in performance of comparable engagements

12.1.3 Conformance with the terms of this RFP

12.1.4 Expertise and availability of key personnel

12.1.5 Cost

12.1.6 Presentations

12.1.6.1 Following the evaluation and scoring process specified above, the State may require vendors to make a presentation of their proposal to the evaluation committee or other State staff, as applicable.

12.1.6.2 The State, at its option, may limit participation in vendor presentations to up to the four (4) highest ranking vendors.

12.1.6.3 The State reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

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

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

- 12.2** 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).
- 12.3** 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.
- 12.4** 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.
- 12.5** 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.
- 12.6** Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 333.700).

## **13. TERMS AND CONDITIONS**

### **13.1 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.*

- 13.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 13.1.2 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.
- 13.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 13.1.4 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>.
- 13.1.5 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.
- 13.1.6 The State reserves the right to reject any or all proposals received prior to contract award (NRS 333.350).
- 13.1.7 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).
- 13.1.8 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.
- 13.1.9 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.
- 13.1.10 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 13.1.11 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.
- 13.1.12 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.
- 13.1.13 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).

- 13.1.14 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.
- 13.1.15 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.
- 13.1.16 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.
- 13.1.17 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 13.1.18 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and Chapter 333 of the Nevada Administrative Code.

## 13.2 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.*

### 13.2.1 Background Checks

- 13.2.1.1 All contractor personnel assigned to the contract must have a background check from the Federal Bureau of Investigation pursuant to NRS 239B.010. All fingerprints must be forwarded to the Central Repository for Nevada Records of Criminal History for submission to the Federal Bureau of Investigation.
- 13.2.1.2 Any employee of the selected vendor, who will require any type of system access, must have a State Background Check (as identified in **Section 14.2.1.4 "A"** below) before system access will be granted. The vendor or its employees may be denied access to the premises if they have not been security cleared.
- 13.2.1.3 All costs associated with this will be at the contractor's expense.

- 13.2.1.4 The contractor shall provide to the contracting agency's Human Resource Department or designee the following documents:
- A. A State Background Check for the state the individual claims as their permanent residency. The contractor can use the following site which has immediate results: <http://www.integrascan.com>. Once the contractor has a copy of their personal background check from their state of record, they will forward those results to the designated State representative who will then forward it to the contracting agency's Human Resource Department or designee in order to obtain approval for interim system access;
  - B. A Civil Applicant Waiver Form, signed by the contractor(s); and
  - C. A Prior Arrests and Criminal Conviction Disclosure Form, signed by the contractor(s).
- 13.2.1.5 If out-of-state, contractor must provide one (1) completed fingerprint card from a local sheriff's office (or other law enforcement agency).
- 13.2.1.6 In lieu of the out-of-state fingerprint card, contractors can perform LiveScan fingerprinting at the Nevada Department of Public Safety, General Services Division.
- 13.2.1.7 Contractor must provide a money order or cashier's check made payable to the General Services Division in the amount of \$40.00 or current rate at time of submission.
- 13.2.1.8 In lieu of the above background check and subject to acceptance by the contracting agency's Human Resource Department or designee, contractor may submit a current active federal authority security clearance (FBI, DoD, NSA) indicating a fingerprint based background check has been completed with no positive findings.
- 13.2.1.9 Contractor(s) may not begin work until such time as they have been cleared by the contracting agency's Human Resource Department or designee.
- 13.2.1.10 Positive findings from a background check are reviewed by the contracting agency's Human Resource Department or designee, in consultation with the State Chief Information Security Officer, and may result in the removal of vendor staff from the project.
- 13.2.2 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.

- 13.2.3 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.
- 13.2.4 The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.
- 13.2.5 **Attachment B and Attachment K** 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.
- 13.2.6 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.
- 13.2.7 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.
- 13.2.8 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.
- 13.2.9 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.

### 13.3 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.

#### 13.3.1 Award of Related Contracts

13.3.1.1 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.

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

#### 13.3.2 Products and/or Alternatives

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

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

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

#### 13.3.3 State Owned Property

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

#### 13.3.4 Contractor Space

13.3.4.1 The contractor will be required to have its project management located in Carson City for the duration of the project.

- 13.3.4.2 All communication line costs, contractor computers, workstations, workstation hardware and software and contractor facilities will be the responsibility of the contractor.
- 13.3.4.3 The contractor must comply with the State standards for hardware, software and communication lines.
- 13.3.4.4 Contractors must coordinate installation of communication lines with EITS Data Communications.
- 13.3.4.5 The contractor must, at its own expense and through its own channels, provide its own basic office supplies, clerical support, facsimile machine, furniture, photocopying, phone service and any other necessary equipment and/or resources for its operations.
- 13.3.4.6 The State will provide space for four (4) contractor personnel. If additional space is required, the space selected by the contractor must be mutually agreed upon by the State.
- 13.3.4.7 The State guarantees the contractor access to the job site premises, when appropriate, during reasonable hours and without undue hindrance and/or interference in performing work required under the contract.

### 13.3.5 Inspection/Acceptance of Work

- 13.3.5.1 It is expressly understood and agreed all work done by the contractor shall be subject to inspection and acceptance by the State.
- 13.3.5.2 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.
- 13.3.5.3 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.

### 13.3.6 Completion of Work

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

### 13.3.7 Periodic Project Reviews

- 13.3.7.1 On a periodic basis, the State reserves the right to review the approved project plan and associated deliverables to assess the direction of the project and determine if changes are required.
- 13.3.7.2 Changes to the approved project plan and/or associated deliverables may result in a contract amendment.
- 13.3.7.3 In the event changes do not include cost, scope or significant schedule modifications, mutually agreed to changes may be documented in memo form and signed by all parties to the contract.

### 13.3.8 Change Management

- 13.3.8.1 Should requirements be identified during system validation, development and/or implementation that change the required work to complete the project and upon receipt of a change order request by the contractor, a written, detailed proposal must be submitted as outlined in *Section 14.3.8.2*.
- 13.3.8.2 Within 15 working days of receipt of a requested change order, the contractor must submit an amended project plan to include:
  - A. The scope of work;
  - B. Impacts to the schedule for remaining work for implementing the identified change;
  - C. Impacts of not approving the change;
  - D. Estimated cost of change;
  - E. Alternative analysis of all identified solutions to include, but not limited to:
    - 1. A system impact report;
    - 2. Resource requirements for both the State and the contractor;
    - 3. A work plan;
    - 4. Estimated hours to complete the work;
    - 5. The estimated cost of each solution; and
    - 6. A plan for testing the change.

13.3.8.3 The amended project plan will be prepared at no cost to the State and must detail all impacts to the project. The contractor must present the project plan to the Steering Committee prior to final acceptance and approval.

13.3.8.4 The Steering Committee will either accept the proposal or withdraw the request within 15 working days after receiving the proposal.

### 13.3.9 Issue Resolution

During the term of the contract, issue resolution will be a critical component. The following process will be adhered to for all issues.

#### 13.3.9.1 Presentation of Issues

- A. Issues must be presented in writing to the designated Project Manager for each party.
- B. A uniform issues processing form will be developed by the State to record all issues, responses, tracking and dispositions.
- C. A project issues log will be kept by the State.
- D. Issues raised by either party must be accepted, rejected and/or responded to in writing within three (3) working days of presentation or by a mutually agreed upon due date.
- E. Failure to accept, reject and/or respond within the specified time frame will result in deeming the issue presented as accepted and the party presenting the issue may proceed to act as if the issue were actually accepted.

#### 13.3.9.2 Escalation Process

- A. If no resolution is obtainable by the respective Project Managers, the issue will be escalated to the:
  - 1. DPBH Agency Administrator or designee; and
  - 2. Designated representative for the contractor.
- B. A meeting between the parties will take place within three (3) working days or a mutually agreed upon time frame.
- C. Final resolution of issues will be provided in writing within two (2) working days of the meeting or a mutually agreed upon time frame.

- D. All parties agree to exercise good faith in dispute/issue resolution.
- E. If no resolution is obtainable after the above review, the issue will be escalated to the Steering Committee for the State and the designated representative for the contractor.
- F. A meeting between the parties will take place within three (3) working days of the meeting or a mutually agreed upon time frame.
- G. Final resolution of issues will be provided in writing within two (2) working days of the meeting or a mutually agreed upon time frame.

#### 13.3.9.3 Proceed with Duties

The State and the contractor agree that during the time the parties are attempting to resolve any dispute in accordance with the provisions of the contract, all parties to the contract shall diligently perform their duties thereunder.

#### 13.3.9.4 Schedule, Cost and/or Scope Changes

If any issue resolution results in schedule, cost and/or scope changes, a State BOE contract amendment will be required.

#### 13.3.10 Travel Requirements

Some design, development and testing activities will occur in Carson City (except those activities mutually agreed to be performed at the contractor's facility).

#### 13.3.11 Source Code Ownership

13.3.11.1 The contractor agrees that in addition to all other rights set forth in this section the State shall have a nonexclusive, royalty-free and irrevocable license to reproduce or otherwise use and authorize others to use all software, procedures, files and other documentation comprising the Seed to Sale Inventory and Management System at any time during the period of the contract and thereafter.

13.3.11.2 The contractor agrees to deliver such material to the State within 20 business days from receipt of the request by the State. Such request may be made by the State at any time prior to the expiration of the contract.

13.3.11.3 The license shall include, but not be limited to:

- A. All identify appropriate project and supporting programs in the most current version;
  - B. All scripts, programs, transaction management or database synchronization software and other system instructions for operating the system in the most current version;
  - C. All data files in the most current version;
  - D. User and operational manuals and other documentation;
  - E. System and program documentation describing the most current version of the system, including the most current versions of source and object code;
  - F. Training programs for the State and other designated State staff, their agents, or designated representatives, in the operating and maintenance of the system;
  - G. Any and all performance-enhancing operational plans and products, exclusive of equipment; and
  - H. All specialized or specially modified operating system software and specially developed programs, including utilities, software and documentation used in the operation of the system.
- 13.3.11.4 All computer source and executable programs, including development utilities, and all documentation of the installed system enhancements and improvements shall become the exclusive property of the State and may not be copied or removed by the contractor or any employee of the contractor without the express written permission of the State.
- 13.3.11.5 Proprietary software proposed for use as an enhancement or within a functional area of the system may require the contractor to give, or otherwise cause to be given, to the State an irrevocable right to use the software as part of the system into perpetuity.
- 13.3.11.6 Exemptions may be granted if the proprietary product is proposed with this right in place and is defined with sufficient specificity in the proposal that the State can determine whether to fully accept it as the desired solution.
- 13.3.11.7 The contractor shall be required to provide sufficient information regarding the objectives and specifications of any proprietary software to allow it functions to be duplicated by other commercial or public domain products.

- 13.3.11.8 The software products (i.e., search engine) must be pre-approved by the State. The State reserves the right to select such products.
- 13.3.11.9 Ongoing upgrades of the application software must be provided through the end of the contract.
- 13.3.11.10 Any other specialized software not covered under a public domain license to be integrated into the system must be identified as to its commercial source and the cost must be identified in ***K, Project Costs***.
- 13.3.11.11 The State may, at is option, purchase commercially available software components itself.
- 13.3.11.12 Title to all portions of the system must be transferred to the State including portions (e.g., documentation) as they are created, changed and/or modified.
- 13.3.11.13 The contractor must convey to the State, upon request and without limitation, copies of all interim work products, system documentation, operating instructions, procedures, data processing source code and executable programs that are part of the system, whether they are developed by the employees of the contractor or any subcontractor as part of this contract or transferred from another public domain system or contract.
- 13.3.11.14 The provision of ***Section 14.3.11 Source Code Ownership*** must be incorporated into any subcontract that relates to the development, operation or maintenance of any component part of the system.

#### 13.3.12 Escrow Account

- 13.3.12.1 The State may require contractor to establish an escrow account. The escrow agent chosen for this transaction must be acceptable to the State.
- 13.3.12.2 If required, the escrow account must contain the following items:
  - A. Two copies of the source code (preferably commented code) including all listing of the lines of programming and any custom developed code for the system for each version of the software on virus-free magnetic media, compiled and ready to be read by a computer;
  - B. A complete copy of the executable code including table structures, data structures, system tables and data;
  - C. A golden master of the software.

- D. Build scripts;
- E. Any configuration files separate from the build scripts;
- F. Object libraries;
- G. Application Program Interfaces (APIs);
- H. Compilation instructions in written format or recorded on video format;
- I. Complete documentation on all aspects of the system including design documentation, technical documentation and user documentation; and
- J. Names and addresses of key technical employees that a licensee may hire as a subcontractor in the event the contractor ceases to exist.

13.3.12.3 The escrow deposit materials must be shipped to the escrow agent via a traceable courier or electronically. Upon receipt of the materials, the escrow agent must verify that the contents of the deposit are in good working order and certify the same to the State.

13.3.12.4 The escrow agency must store the materials in a media vault with climate control and a gas-based fire extinguishing system.

13.3.12.5 Each time the contractor makes a new release or updated version of the software available to customers, that version as described in **Section 14.3.12.2** must be deposited with the escrow agent and proof of the deposit must be forwarded to the State.

13.3.12.6 In the event that contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court, or if the contractor fails to provide maintenance and/or support for the product as outlined in the contract, or the contractor discontinues the product, the State will be entitled to access the software source code and related items for use in maintaining the system either by its own staff or by a third party.

Any costs associated with an escrow account must be included in **Attachment J, Project Costs**.

### 13.3.13 Ownership of Information and Data

- 13.3.13.1 The State shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, installed, improved or furnished by the contractor under this contract.
- 13.3.13.2 All files containing any State information are the sole and exclusive property of the State. The contractor agrees not to use information obtained for any purposes not directly related to this contract without prior written permission from the State.
- 13.3.13.3 Contractor agrees to abide by all federal and State confidentiality requirements including, without limitation, providing at Contractor's expense all notices or other corrective or mitigating measures required by law in the event of a breach of the security of the data for which Contractor is responsible.

#### 13.3.14 Guaranteed Access to Software

- 13.3.14.1 The State shall have full and complete access to all source code, documentation, utilities, software tools and other similar items used to develop/install the proposed Seed to Sale Inventory and Management System or may be useful in maintaining or enhancing the equipment and seed to sale system after it is operating in a production environment.
- 13.3.14.2 For any of the above-mentioned items not turned over to the State upon completion of the installation, the contractor must provide a guarantee to the State of uninterrupted future access to, and license to use, those items. The guarantee must be binding on all agents, successors and assignees of the contractor and subcontractor.
- 13.3.14.3 The State reserves the right to consult legal counsel as to the sufficiency of the licensing agreement and guarantee of access offered by the contractor.

#### 13.3.15 Patent or Copyright Infringement

To the extent of any limited liability expressed in the contract, the contractor agrees to indemnify, defend and hold harmless, not excluding the State's right to participate, the State from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees and expenses, arising out of any claims of infringement by the contractor of any United State Patent or trade secret, or any copyright, trademark, service mark, trade name or similar proprietary rights conferred by common law or by any law of the United States or any state said to have occurred because of systems provided or work performed by the contractor, and, the contractor shall do what is necessary to render the subject matter non-infringing in order that the State may continue its use without interruption or otherwise reimburse all consideration paid by the State to the contractor.

### 13.3.16 Contract Restriction

Pursuant to NAC 333.180, if the Division or using agency undertakes a project that requires (A) more than one request for proposals or invitation for bids; and (B) an initial contract for the design of the project, the person who is awarded the initial contract for the design of the project, or any associated subcontractor, may not make a proposal, assist another person in making a proposal, or otherwise materially participate in any subsequent contract related to that project, unless his participation in the subsequent contract is within the scope of the initial contract.

### 13.3.17 Period of Performance

The contract will be effective upon approval by the BOE and through the period of time the system is installed, operational and fully accepted by the State, including the maintenance and warranty period and delivery and acceptance of all project documentation and other associated material.

### 13.3.18 Right to Publish

13.3.18.1 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 State Project Office.

13.3.18.2 No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of the DPBH Agency Administrator or designee.

13.3.18.3 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.

13.3.18.4 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 DPBH Agency Administrator or designee.

13.3.18.5 Throughout the term of the contract, the contractor must secure the written approval of the State per **Section 14.3.18.2** prior to the release of any information pertaining to work or activities covered by the contract.

### 13.3.19 Key Personnel

13.3.19.1 Key personnel will be incorporated into the contract. Replacement of key personnel may be accomplished in the following manner:

- A. A representative of the contractor authorized to bind the company will notify the State in writing of the change in key personnel.
- B. The State may accept the change of the key personnel by notifying the contractor in writing.
- C. The signed acceptance will be considered to be an update to the key personnel and will not require a contract amendment. A copy of the acceptance must be kept in the official contract file.
- D. Replacements to key personnel are bound by all terms and conditions of the contract and any subsequent issue resolutions and other project documentation agreed to by the previous personnel.
- E. If key personnel are replaced, someone with comparable skill and experience level must replace them.
- F. At any time that the contractor provides notice of the permanent removal or resignation of any of the management, supervisory or other key professional personnel and prior to the permanent assignment of replacement staff to the contract, the contractor shall provide a resume and references for a minimum of two (2) individuals qualified for and proposed to replace any vacancies in key personnel, supervisory or management position.
- G. Upon request, the proposed individuals will be made available within five (5) calendar days of such notice for an in-person interview with State staff at no cost to the State.
- H. The State will have the right to accept, reject or request additional candidates within five (5) calendar days of receipt of resumes or interviews with the proposed individuals, whichever comes later.
- I. A written transition plan must be provided to the State prior to approval of any change in key personnel.
- J. The State reserves the right to have any contract or management staff replaced at the sole discretion and as deemed necessary by the State.

#### 13.3.20 Authorization to Work

Contractor is responsible for ensuring that all employees and/or subcontractors are authorized to work in the United States.

#### 13.3.21 System Compliance Warranty

Licensors represents and warrants: (a) that each Product shall be Date Compliant; shall be designed to be used prior to, during, and after the calendar year 2000 A.D.; will operate consistently, predictably and accurately, without interruption or manual intervention, and in accordance with all requirements of this Agreement, including without limitation the Applicable Specifications and the Documentation, during each such time period, and the transitions between them, in relation to dates it encounters or processes; (b) that all date recognition and processing by each Product will include the Four Digit Year Format and will correctly recognize and process the date of February 29, and any related data, during Leap Years; and (c) that all date sorting by each Product that includes a "year category" shall be done based on the Four Digit Year Format.

## 14. 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.

<b>Part I A– Technical Proposal Submission Requirements</b>		<b>Completed</b>
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 4 – System Requirements	
Tab VII	Section 5 – Scope of Work	
Tab VIII	Section 6 – Company Background and References	
Tab IX	Attachment I – Proposed Staff Resume(s)	
Tab X	Preliminary Project Plan	
Tab XI	Requirements Matrix	
Tab XII	Other Information Material	
<b>Part I B – Confidential Technical Proposal Submission Requirements</b>		
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	
<b>Part II – Cost Proposal Submission Requirements</b>		
Required number of Cost Proposals per submission requirements		
Tab I	Title Page	
Tab II	Cost Proposal	
Tab III	Attachment K - Cost Proposal Certification of Compliance with Terms and Conditions of RFP	
<b>Part III – Confidential Financial Information Submission Requirements</b>		
Required number of Confidential Financial Proposals per submission requirements		
Tab I	Title Page	
Tab II	Financial Information and Documentation	
<b>CDs Required</b>		
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	
<b>Reference Questionnaire Reminders</b>		

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.*

<b>Part I B – Confidential Technical Information</b>			
YES		NO	
<b>Justification for Confidential Status</b>			

<b>A Public Records CD has been included for the Technical and Cost Proposal</b>			
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>			

<b>Part III – Confidential Financial Information</b>			
YES		NO	
<b>Justification for Confidential Status</b>			

\_\_\_\_\_  
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**

<b>EXCEPTION #</b>	<b>RFP SECTION NUMBER</b>	<b>RFP PAGE NUMBER</b>	<b>EXCEPTION (Complete detail regarding exceptions must be identified)</b>

**ASSUMPTION SUMMARY FORM**

<b>ASSUMPTION #</b>	<b>RFP SECTION NUMBER</b>	<b>RFP PAGE NUMBER</b>	<b>ASSUMPTION (Complete detail regarding assumptions must be identified)</b>

**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 3205*.



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](mailto:srvpurch@admin.nv.gov) for an emailed copy.*

## ATTACHMENT E – INSURANCE SCHEDULE FOR RFP 3205

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.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](mailto: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.

<b>INSTRUCTIONS TO PROPOSING VENDOR</b>	
1.	Proposing vendor or vendor's proposed subcontractor <b>MUST</b> complete Part A and/or Part B of the Reference Questionnaire.
2.	Proposing vendor <b>MUST</b> send the following Reference Questionnaire to <b>EACH</b> business reference listed for completion of Part D, Part E and Part F.
3.	<p>Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:</p> <p style="padding-left: 40px;">State of Nevada, Purchasing Division            Subject:     <b>RFP 3205</b>            Attention:   <b>Purchasing Division</b>            Email:        <a href="mailto:rfpdocs@admin.nv.gov">rfpdocs@admin.nv.gov</a>            Fax:           775-684-0188</p> <p>Please reference the RFP number in the subject line of the email or on the fax.</p>
4.	The completed Reference Questionnaire <b>MUST</b> be received <i><b>no later than 4:30 PM PT September 16, 2015</b></i>
5.	Business references are <b>NOT</b> 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.



IT Reference  
Questionnaire - 05-21

*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](mailto:srvpurch@admin.nv.gov) for an emailed copy.*

## ATTACHMENT G – PROJECT DELIVERABLE SIGN-OFF FORM

Deliverables submitted to the State for review per the approved contract deliverable payment schedule must be accompanied by a deliverable sign-off form with the appropriate sections completed by the contractor.

Please refer to *Section 5.2, Deliverable Submission and Review Process*, for a discussion regarding the use of this form.



Sample Project  
Deliverable Sign Off F

*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](mailto:srvpurch@admin.nv.gov) for an emailed copy.*

## ATTACHMENT H – STATEMENT OF UNDERSTANDING

Upon approval of the contract and prior to the start of work, each of the staff assigned by the contractor and/or subcontractor to this project will be required to sign a non-disclosure Statement of Understanding.

All non-disclosure agreements shall be enforced and remain in force throughout the term of the contract and any contract extensions.



Statement of  
Understanding.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](mailto:srvpurch@admin.nv.gov) for an emailed copy.*

## ATTACHMENT I – 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.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](mailto:srvpurch@admin.nv.gov) for an emailed copy.*

## ATTACHMENT J – PROJECT COSTS

The cost for each task/deliverable must be complete and include all expenses, including travel, per diem and out-of-pocket expenses as well as administrative and/or overhead expenses. Detailed backup must be provided for all cost schedules completed.



RFP 3205 Cost  
8-6-15.xls

*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](mailto:srvpurch@admin.nv.gov) for an emailed copy.*

**ATTACHMENT K – 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 L – REQUIREMENTS MATRIX



Attachment L  
Requirements Matrix.c

*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*