

State of Nevada  
Department of Administration

Purchasing Division

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State of Nevada  
Purchasing Division  
in conjunction with



**Request for Proposal: 3047**  
For  
**SECURITY/PROTECTION SYSTEMS**

Release Date: May 15, 2013

Deadline for Submission and Opening Date and Time: July 10, 2013 @ 2:00 PM

***Refer to Section 1.4, RFP Timeline for the complete RFP schedule***

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***Refer to Section 4 for instructions on submitting proposals***

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*A Request for Proposal (RFP) process is different than 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 A, Technical Proposal Certification of Compliance with Terms and Conditions of RFP. Vendors' cost exceptions and/or assumptions should be clearly stated in Attachment H, 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>).

## **SECTION 1 GENERAL INFORMATION**

### **1.1 OVERVIEW OF PROJECT**

The State of Nevada Purchasing Division, on behalf of the WSCA-NASPO Cooperative Purchasing Organization, is seeking proposals from qualified vendors to provide services on an as-needed basis in the following categories:

**Category 1:** Access Control Systems (*Section 2.1.1*)

**Category 2:** Burglar Alarms (*Section 2.1.2*)

**Category 3:** Closed Circuit Television (CCTV) (*Section 2.1.3*)

The WSCA-NASPO Cooperative Purchasing Organization is a cooperative group-contracting consortium for state government departments, institutions, institutions of higher education, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the fifty states, the District of Columbia, and the organized US territories. WSCA-NASPO is a subset of the National Association of State Procurement Officials (NASPO). NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia, and the territories of the United States.

Under terms of the WSCA-NASPO Cooperative Memorandum of Agreement, all fifty states and the District of Columbia may participate in this potential contract at their option and in accordance with their statutory requirements and rules.

Obligations under contracts that result from this cooperative procurement are limited to those states and other eligible purchasing entities that execute a Participating Addendum.

Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.

Unless otherwise specified in the solicitation or by the Participating States, the resulting master price agreement(s) will be permissive. These contracts will be mandatory for the State of Nevada. The

Nevada University and Community College System, the Court System, the Legislative Counsel Bureau, and Political Subdivisions (i.e., cities, counties, school districts, etc.) may use the contract(s) resulting from this RFP; however, they are not required to do so.

The State may award one (1) or more contracts for each category in conjunction with this RFP as determined to be in the best interests of the Participating States. Proposals being solicited are for three (3) categories of Security Protection Systems. Vendors may submit a proposal for any or all of the categories listed in **Section 2.1**, but may not submit for less than one entire category. Vendors are also invited to submit a proposal for just one state, multiple states, or all states, but may not propose for less than an entire state, at the vendor's discretion.

While the primary purpose of this solicitation is to select vendor(s) who can offer the services for all Participating States, vendor(s) are permitted to submit a proposal for more limited geographical areas. Vendor's proposal must identify the state(s) in which services are being offered. Vendors must clearly describe the areas they are proposing to perform services. Vendors may be permitted to add additional state(s) following contract award, or at any time during the term of the contract (including any contract extensions) upon approval of the lead state.

The WSCA-NASPO sourcing team reserves the right to consider awarding contract(s) category by category, state by state, or contract(s) for all items and proposed geographic coverage at the sole discretion of the sourcing team after determining what is in the best interests of WSCA-NASPO. After contract awards are completed, any individual state may issue a participating addendum to any one or a multiple of vendors who are awarded a contract under this solicitation, depending on what is in the best interests of that individual state.

To view the current State of Nevada Security Equipment and Installation contract click the following link:

[http://purchasing.state.nv.us/Security/Security\\_Equipment.htm](http://purchasing.state.nv.us/Security/Security_Equipment.htm)

In the state of Nevada the Board of Examiners (BOE) has a statutory authority to approve awards and resulting contracts.

## 1.2 ACRONYMS/DEFINITIONS

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

Acronym	Description
<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>BOE</i></b>	State of Nevada Board of Examiners. The State Board of Examiners (BOE) was created by Nevada Revised Statute 353.010. Its purpose is to review claims for payment pursuant to an appropriation or authorization by the Legislature. The Board consists of the Governor, the Secretary of State and the Attorney General. Additionally, NRS 353.190 establishes the Budget Director (Director of Administration) as ex officio Clerk of the BOE to assist with the examination and classification of all claims to be presented to the

<b>Acronym</b>	<b>Description</b>
	Board and to oversee quarterly reporting and post-audits of claims.
<b>CCTV</b>	Closed-Circuit Television
<b>Confidential Information</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>Contract Approval Date</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>Contract Award Date</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>Contractor</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 will be the sole point of contact with the State relative to contract performance.
<b>Cross Reference</b>	A reference from one document/section to another document/section containing related material.
<b>Customer</b>	Department, Division or Agency of the State of Nevada.
<b>Division/Agency</b>	The Division/Agency requesting services as identified in this RFP.
<b>EITS</b>	Enterprise Information Technology Services (State of Nevada only)
<b>eMarket Center/ eProcurement</b>	WSCA-NASPO eMarket Center and, working through WSCA-NASPO's contractor (SciQuest), connect with the eMarket Center. Ideally, using states will utilize either a website (hosted by SciQuest) or "Punchout Level 2" catalog configurations.
<b>Evaluation Committee</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>Exception</b>	A formal objection taken to any statement/requirement identified within the RFP.
<b>Goods</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>Acronym</b>	<b>Description</b>
<b><i>Key Personnel</i></b>	Vendor staff responsible for oversight of work during the life of the project and for deliverables.
<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 until the issuance of the formal notice of award.
<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>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>NASPO</i></b>	National Association of State Procurement Officials. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States.
<b><i>NOA</i></b>	Notice of Award – formal notification of the State's decision to award a contract, pending Board of Examiners' approval of said contract, any non-confidential information becomes available upon written request.
<b><i>NRS</i></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><i>Pacific Time (PT)</i></b>	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time.
<b><i>Participating State</i></b>	Before award a Participating State refers to those that has signed Intent to Participate and is listed in this RFP. After award a Participating State is one who has signed a Participating Addendum.
<b><i>Proprietary Information</i></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><i>Public Record</i></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

<b>Acronym</b>	<b>Description</b>
	memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).
<b><i>Redacted</i></b>	The process of removing confidential or proprietary information from a document prior to release of information to others.
<b><i>RFP</i></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><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>State</i></b>	The State of Nevada and any agency identified herein.
<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>UL</i></b>	Underwriters Laboratories, Inc.
<b><i>User or Using Agency</i></b>	Department, Division, Agency or County of the State of Nevada.
<b><i>Vendor</i></b>	Organization/individual submitting a proposal in response to this RFP.
<b><i>Will</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>WSCA-NASPO</i></b>	WSCA-NASPO Cooperative Purchasing Organization is a cooperative group-contracting consortium for state government departments, institutions of higher education, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for the 50 states, The District of Columbia and the organized US territories. WSCA-NASPO is the cooperative purchasing arm of the National Association of State



Acronym	Description
	Procurement Officials (NASPO).

### 1.3 STATE OF NEVADA PURCHASING DIVISION AVAILABILITY

Please note that Nevada Purchasing Division operating hours are:

Monday through Friday 8:00 AM to 12:00 PM noon and 1:00 PM to 5:00 PM except for state holidays and state approved closures, including those for inclement weather and any mandatory furlough days. Holidays closure dates can be accessed at the following URL: <http://dop.nv.gov/holidays.html>.

### 1.4 RFP TIMELINE

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

Task	Date/Time
Pre-Proposal WebEX interest email	5/28/13
Pre-Proposal WebEX	5/29/13 @ 10:00 AM PST
Deadline for submitting questions	6/13/13 @ 2:00 PM
Answers posted to website	On or about 6/20/13
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 7/9/13
Deadline for submission and opening of proposals	No later than 2:00 PM on 7/10/13
Evaluation period (approximate time frame)	7/10 ~ 7/30
Selection of vendor	On or about 7/30 ~ 8/1/13
Anticipated Contract start date (contingent upon necessary approvals)	11/1/13

## SECTION 2 SCOPE OF SERVICES

### 2.1 SCOPE OF WORK

Information in *Section 2.1, Scope of Work* applies to all services included in this RFP.

Each category (*Sections 2.1.1 through 2.1.3*) will be evaluated independently by the Evaluation Committee (see *Sections 3.3 and 3.4, Proposal Evaluation and Award Process* of this document). Vendors may submit a proposal for any or all of the categories listed in *Section 2.1*, but may not submit for less than one entire category. Vendors must clearly identify in their proposal the category or categories and the section number(s) for which they are proposing. The evaluation committee members will score each category independently of the others, and will make awards in the best interest of the Participating States.

For all categories below, the vendor:

- Must ensure that the facilities are in compliance with all existing standards, codes, rules and regulations.
- May offer additional services (i.e. panic buttons, etc.) and must indicate those services in the proposal.
- Must ensure all equipment is compatible to the best industrial standards and must function as designed after installation.
- Must designate a single point of contact to be the liaison for state information technology staff to handle the day-to-day operations. References for this designee must be submitted as part of the vendor's proposal.
- May see *Attachment S, Sample Equipment List* for a list of equipment. This list is subject to change depending on evolution of the equipment used by each participating agency.
- May not apply surcharges for transportation, fuel, energy, insurance or any other reason throughout the duration of the contract(s).

#### 2.1.1 **CATEGORY 1 – ACCESS CONTROL SYSTEMS**

The Access Control Systems category includes, but is not limited to the following services:

##### 2.1.1.1 All aspects of access control system services.

2.1.1.1.1 Consulting.

2.1.1.1.2 Inspections as required by the using agency.

2.1.1.1.3 Installation of new systems.

2.1.1.1.4 Replacement or upgrade of systems.

2.1.1.1.5 Removal of existing systems.

2.1.1.1.6 Maintenance and repair (including emergency repair) of systems.

2.1.1.1.7 Integration of various types of systems.

2.1.1.1.8 Provide and install all related equipment and miscellaneous items such as wire, fasteners, etc., that may be needed to complete work.

2.1.1.1.9 Maintenance and repair (including emergency repairs) of systems.

A. Respond on site to trouble calls within four (4) hours, including weekends and holidays.

B. Repair personnel must carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched.

C. Repair personnel must be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement.

- D. Replacement and repair of equipment must be provided to a specific location, or within an assigned geographical area inside a location.

2.1.1.2 Provide programming and work individually with each participating state's information technology staff when installing new or maintaining previously installed systems. See *Attachment S, Sample Equipment List*. The Sample Equipment List is subject to change depending on evolution of the equipment used by each participating agency.

## 2.1.2 **CATEGORY 2 – BURGLAR ALARM SYSTEMS**

The Burglar Alarm Systems category includes, but, is not limited to the following services:

2.1.2.1 All aspects of burglar alarm system services.

2.1.2.1.1 Consulting.

2.1.2.1.2 System Monitoring:

A. Provide a 24-hour (UL) station.

B. Provide backup communication, i.e. radio or cell phone.

2.1.2.1.3 Guarantee system performance.

2.1.2.1.4 Inspections as required by the using agency.

2.1.2.1.5 Installation of new systems.

2.1.2.1.6 Replacement or upgrade of systems.

2.1.2.1.7 Removal of existing systems.

2.1.2.1.8 Maintenance and repair (including emergency repairs) of systems.

A. Respond on site to trouble calls within four (4) hours, including weekends and holidays.

B. Repair personnel must carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched.

C. Repair personnel must be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement.

D. Replacement and repair of equipment must be provided to a specific location, or within an assigned geographical area inside a location.

2.1.2.1.9 Integration of various systems.

2.1.2.1.10 Provide and install all related equipment and miscellaneous items such as wire, fasteners, etc., that may be needed to complete work.

2.1.2.2 The authorized agency representative and/or designee will identify the procedures by which work requests will be assigned.

- 2.1.2.3 The work provided within this section includes a complexity of various single zone and multi-zoned systems, including circuit boards, communication device(s), phone lines, system wiring, power supply, and batteries, installed with or without panic buttons, motion detectors, door sensors, window sensors, glass-break sensors, key pads and various notification devices (horns, strobes, etc.).
- 2.1.2.4 Existing systems must be matched in any new additions or new construction. During renovations, the system in the renovated area being replaced must match the system that is currently in operation and must become an integral part thereof. Vendors must ensure complete connectivity and integration to each existing system in those instances where an addition or upgrade is warranted.
- 2.1.2.5 Designate a project manager as the single point of contact who must be certified to program all alarm systems in use throughout agency facilities.
- 2.1.2.6 Vendors must possess the ability to provide for individual access codes.

### 2.1.3 **CATEGORY 3 – CLOSED CIRCUIT TELEVISION SYSTEMS (CCTV)**

The CCTV category includes, but, is not limited to the following services:

- 2.1.3.1 All aspects of CCTV services.
  - 2.1.3.1.1 Consulting.
  - 2.1.3.1.2 Inspections as required by the using agency.
  - 2.1.3.1.3 Installation of new systems.
  - 2.1.3.1.4 Replacement or upgrade of systems.
  - 2.1.3.1.5 Removal of existing systems.
  - 2.1.3.1.6 Maintenance and repair (including emergency repairs) of systems.
    - A. Respond on site to trouble calls within four (4) hours, including weekends and holidays.
    - B. Repair personnel must carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched.
    - C. Repair personnel must be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement.
    - D. Replacement and repair of equipment must be provided to a specific location, or within an assigned geographical area inside a location.
  - 2.1.3.1.7 Integration of various systems.
  - 2.1.3.1.8 Provide and install all related equipment and miscellaneous items such as wire, fasteners, etc., that may be needed to complete work.
- 2.1.3.2 Provide the option to use CCTV video cards for video surveillance.

- 2.1.3.2.1 Video cards must have the capability to handle from four (4) to twenty-four (24) cameras in the system.
- 2.1.3.2.2 Vendors must offer video cards with various capacity sizes to meet all potential needs.
- 2.1.3.2.3 All cameras used in an installation must be matched to work with the video card selected by the agencies.
- 2.1.3.3 Provide the option for agencies to build their own stand-alone computer to run the system, or request that the vendor build it for them.
- 2.1.3.4 Offer a wide variety of indoor and outdoor cameras and wireless transmitters to work in conjunction with video cards.
- 2.1.4 **REQUIREMENTS FOR SCOPES OF WORK SECTIONS 2.1 CATEGORIES 1, 2 & 3**
  - 2.1.4.1 Agreements
    - 2.1.4.1.1 The agreement between vendors and Participating States will include, but are not limited to the following:
      - A. Vendors shall not require agencies to sign any additional or separate agreements subordinate to the resulting contract. Any special terms or provisions will be negotiated and may be included as part of a state's participating addendum. No changes will be made to the negotiated contract unless written approval is granted by the lead State (Nevada).
      - B. Awarded vendors shall provide separate quotes within 48 hours of request (unless otherwise approved by agency) for each new or replacement installation as required by the using agency. Quotes should offer price differences for lease and purchase options as requested by using agency.
      - C. Awarded vendors shall provide separate quotes within 48 hours of request (unless otherwise approved by agency) for maintenance of new and existing systems as required by each using agency. Quotes should offer price differences for lease and purchase options as requested by using agency.
      - D. Individual participating agencies may have proprietary equipment. Refer to ***Attachment S – Sample Equipment List***. It will be the vendor's responsibility to work with or notify participating agencies regarding maintenance and repair of proprietary equipment.
      - E. Awarded vendor(s) may be required to submit quotes using ***Attachment T – Sample Quote Form***. Each

individual State has the option to change the format of this form.

#### 2.1.4.2 Background Checks

2.1.4.2.1 All background checks must be completed after contracts have been awarded, but prior to any work being done. Background checks will be done by each agency/department or division per individual Participating States requirements at vendors' expense. Refer to ***Attachment R, State of Nevada Specific Requirements***.

2.1.4.2.2 All vendors' employees assigned to the contract may be required to submit to and pass background checks.

2.1.4.2.3 All costs associated with background checks shall be at vendor's expense.

2.1.4.2.3 It is the vendor's responsibility to ensure the following:

- A. Vendors may not begin work on the contract until clearance has been issued by the using agency; and
- B. Notification and access to using agency facilities will be pre-authorized by using agency.

#### 2.1.4.3 Public Works Projects

2.1.4.3.1 Any projects that are federally funded may be subject to the requirements of Davis-Bacon Act and/or the Davis-Bacon Wage Decision.

- A. Labor prices for affected projects may be negotiated between the using entity and the contractor, provided the contractor provides adequate documentation for any negotiated increase.
  - 1. Documentation may include payroll records, copies of wage decisions, and/or other information that establishes a clear difference between the contractor's standard wage and the prevailing Davis-Bacon wage for any affected employee for that project.
  - 2. Under no circumstances will that price be increased by an amount higher than the difference between the normal hourly rate and the hourly rate required by the applicable Davis-Bacon Wage Decision.
- B. Vendors must include in job quotes the standard business hours and prevailing wage rate for the job location.

Quotes should include shift differential, if any, for working nights and weekends.

C. Jobsites must be cleaned every day.

D. Awarded vendor(s) must complete any punch lists within five (5) days of receipt. Exceptions to this standard may be addressed on an individual project basis.

#### 2.1.4.4 Asbestos

2.1.4.4.1 Asbestos may be present within State-owned facilities, and may be encountered in previously inspected buildings.

2.1.4.4.2 Upon discovering asbestos or a suspected asbestos-containing material (ACM), all work shall immediately stop in the affected area and contact the project manager and/or building owner;

2.1.4.4.3 The project manager and/or building owner shall assume responsibility for taking material samples for testing; and

2.1.4.4.4 The project manager/building owner will convey all pertinent information regarding asbestos test results to the vendor and, if necessary, conduct any required remediation prior to resuming work in the affected area.

2.1.4.4.5 All remediation work must be performed by a contractor specifically licensed and/or certified to perform asbestos remediation.

2.1.4.4.6 Vendors may be held liable for violations of any applicable federal, state and/or local environmental laws or regulations, whether committed through action or inaction.

#### 2.1.4.5 General Requirements

2.1.4.5.1 Vendors must guarantee workmanship at vendors' expense for a period of twelve (12) months from date of installation.

2.1.4.5.2 Work shall be performed in accordance with manufactures' recommendations and with all current local codes, regulations, and installation guidelines.

2.1.4.5.3 The awarded vendor(s) may be required to do some work after normal business hours; however, it is anticipated that most work will be completed during normal business hours.

2.1.4.5.4 Vendor staff is responsible for performing a standard site walk-through and providing competent personnel to perform the specific scope(s) required. Due to the nature of these scopes of work and the liability involved, each Participating State will have the final determination of competency in all matters regarding personnel provided by the vendor.

2.1.4.5.5 Once the awarded vendor(s) has possession of the equipment to be installed, the responsibility for all equipment, including storage during installation work, shall be at the awarded vendor's expense when storage space is unavailable at the jobsite.

#### 2.1.4.5.6 Penalty for Improper Pricing

- A. It is the vendor's responsibility to ensure that all prices proposed for all projects are accurate and consistent with the terms of the contract.
- B. For all projects completed under this contract: if a vendor submits an invoice containing incorrect pricing in favor of the vendor, that vendor shall submit a new, corrected invoice with a 10% reduction in cost for each incorrectly priced item.

#### 2.1.4.6 Standard of Performance and Acceptance

- 2.1.4.6.1 The Standard of Performance applies to all product(s) purchased under this Master Agreement, including any additional, replacement, or substitute product(s), as well as any product(s) which are modified by or with the written approval of the vendor after Acceptance by the participating entity.
- 2.1.4.6.2 The Acceptance Testing period shall be seven (7) calendar days, or any other time period identified in the solicitation or the Participating Addendum, beginning with the day after the product is installed certification is received that the product is ready for Acceptance Testing.
- 2.1.4.6.3 If the product does not meet the Standard of Performance during the initial period of Acceptance Testing, the participating entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met.
- 2.1.4.6.4 Upon rejection, the vendor will have three (3) calendar days to cure any Standard of Performance issue(s).
- 2.1.4.6.5 If, after the cure period, the product still has not met the Standard of Performance, the participating entity may, at its option:
  - 2.1.4.6.6 Declare the vendor to be in breach and terminate the order;
  - 2.1.4.6.7 Demand a replacement product from the vendor at no additional cost to participating entity; or
  - 2.1.4.6.8 Continue the cure period for an additional time period agreed upon by the participating entity and the vendor.
- 2.1.4.6.9 Vendor shall pay all costs related to the preparation and shipping of returned products.
- 2.1.4.6.10 No product shall be accepted and no charges shall be paid until the Standard of Performance is met.
- 2.1.4.6.11 The warranty period will begin upon the using agencies approval.

## 2.2 REPORTING REQUIREMENTS

The following is a list of reports that will be required by participating states and WSCA-NASPO. Participating States may require other reports in addition to those listed in this section.



## 2.2.1 PARTICIPATING STATES

- 2.2.1.1 Amount of spend for each state agency;
- 2.2.1.2 Amount of spend for each political subdivision, including each university;
- 2.2.1.3 Inspection, installation, and service reports per building; and
- 2.2.1.4 Custom reports as may be requested by individual Participating States.
- 2.2.1.5 All of the above reporting requirements are subject to each Participating State's discretion. Individual State reports do not replace the reports required in **Section 2.2, Reporting Requirements** of this RFP.

## 2.2.2 WSCA-NASPO REQUIREMENTS

- 2.2.2.1 At the conclusion of each calendar quarter, awarded vendor(s) shall remit a sales summary report directly to the WSCA-NASPO Cooperative Development Team Data Analyst in the format provided (see Attachment U, Reporting Form). This report is due no later than 30 days following the end of the calendar quarter.

Reporting Dates:

1st Quarter	January ~ March	Due by April 30th
2nd Quarter	April ~ June	Due by July 31st
3rd Quarter	July ~ September	Due by October 31st
4th Quarter	October ~ December	Due by January 31st

- 2.2.2.2 Reports must be sent to both Ronda Miller, Nevada State Purchasing Contract Administrator, at [rmiller@admin.nv.gov](mailto:rmiller@admin.nv.gov), and WSCA-NASPO Cooperative Data Analyst Richard Carlson at [rcarlson@wsca-naspo.org](mailto:rcarlson@wsca-naspo.org).

## SECTION 3 SOLICITATION, EVALUATION, AND AWARD PROCESS

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

### 3.1 GENERAL

#### 3.1.1 PRE-PROPOSAL CONFERENCE

A pre-Proposal conference will be held to explain the RFP requirements and to answer any questions prospective Proposers may have. Statements made at the pre-Proposal conference are not binding upon the State. Prospective Proposers are cautioned that the official RFP requirements will change only by written Addenda issued by the lead State.

The pre-proposal conference will be held at the date and time listed in **Section 1.4, RFP Timeline**.

The pre-proposal conference will be held online via WebEX. Vendors who are interested in attending the pre-proposal conference must email the contact on the front page of this RFP by the date and time listed in **Section 1.4, RFP Timeline**.

#### 3.1.2 WRITTEN QUESTIONS AND ANSWERS

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.

The State will accept questions and/or comments in writing, received by email regarding this RFP.

3.1.2.1 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.

3.1.2.2 The deadline for submitting questions is as specified in *Section 1.4, RFP Timeline*.

3.1.2.3 All questions and/or comments will be addressed in writing and responses will be posted to the website [www.purchasing.state.nv.us](http://www.purchasing.state.nv.us) on or about the date specified in *Section 1.4, RFP Timeline*.

### 3.1.3 **CONTRACT TERM**

The resulting contract(s) will be for a contract term of initial term of four (4) years with one (1) two (2) year extension, subject to approval of the WSCA-NASPO Board of Directors anticipated to be as stated in *Section 1.4 RFP Timeline*, provided:

- There are no changes in terms;
- The vendors agree to the extension; and
- The extension is in the best interest of WSCA-NASPO and the Participating States.

Each individual Participating State will have the opportunity to negotiate each State’s contract term.

### 3.1.4 **E-PROCUREMENT**

Awarded vendor(s) may be required to participate in the WSCA-NASPO eMarket Center and, working through WSCA-NASPO’s contractor (SciQuest), must also connect with the eMarket Center. Ideally, using states will utilize either a website (hosted by SciQuest) or “Punchout Level 2” catalog configurations. Actual requirements will be determined after contract award by the Lead State Contract Administrator, WSCA-NASPO, WSCA-NASPO’s contractor (SciQuest), and the awarded contractor. Training on the use of the eMarket Center will be provided to contracted vendors. Participation does not require an awarded responder to have any special level of technology or technological understanding.

### 3.1.5 **PARTICIPATING ADDENDUM**

A Participating Addendum must be executed by any state choosing to participate in a WSCA-NASPO contract.

Participating Addendum will be executed by Participating States choosing to use one or more awarded contracts.

Additional Participating States may be added with the consent of both the vendor and WSCA-NASPO through execution of Participating Addendum.

A Participating Addendum allows for each Participating State to add terms and conditions that may be unique to their state.

The Participating State and the vendor shall negotiate and agree upon any addition terms and conditions prior to the signing and execution of the Participating Addendum.

States are not mandated to sign a Participating Addendum with all awarded vendors.

### 3.1.6 ADMINISTRATIVE FEES

3.1.6.1 Resulting contract(s) will be subject to an Administrative Fee of one-quarter of one percent (0.25% or 0.0025) payable to WSCA-NASPO. Vendor(s) should take this fee into consideration when submitting proposals and should include the Administrative Fee in the pricing. The fee may not be collected as a separate line item from purchasers. It is the sole responsibility of the vendor(s) to calculate and remit the appropriate Administrative Fee to WSCA-NASPO, as WSCA-NASPO does not issue an invoice. The Administrative Fee will be based on all purchases made under the authority of the Contract. Purchases are defined as total invoice price less any sales tax. No taxes will be assessed against the Administrative Fee.

ADMINISTRATIVE FEES MAY NOT BE ADDED AS A LINE ITEM ON ANY INVOICE.

Administrative Fee payments must reference "WSCA-NASPO Life & Safety Systems Contract" and will be remitted to:

WSCA-NASPO Project Coordinator  
201 East Main Street, Suite 1405  
Lexington, KY 40507

3.1.6.2 The Administration Fee is due and payable no later than 45 days after the end of each calendar quarter. Please see timetable below for submission of quarterly sales summary reports and remittance of Administrative Fees:

3.1.6.3 Administration Fee dates:

1st Quarter	January ~ March	Due by May 15th
2nd Quarter	April ~ June	Due by August 15th
3rd Quarter	July ~ September	Due by November 15th
4th Quarter	October ~ December	Due by February 15th

3.1.6.4 In addition to the WSCA-NASPO contract Administration Fees as stated above, some Participating States may also require an additional administrative fee. Specific state administrative fees may be added to the price of each item. When required, this remittance is due to the individual state no later than 45 days after the last day of each calendar quarter (see **Section 3.1.6.3** for payment schedule).

### 3.1.7 FINANCIAL

#### 3.1.7.1 Price Decreases and Allowable Price Increases

Pricing must be held firm for the first year of the contract. Pricing may be amended annually thereafter with the approval of the Lead State. The Lead State may request negotiation of a Price Decrease by written notice that includes a brief

description of the basis for the request, e.g. know changes in pricing throughout the industry based on market research.

Price increases may be allowed after the first year of the contract provided that the changes are mutually agreed upon by both WSCA-NASPO and the contractor(s), and conclusive evidence of a need for the price increase is substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide most relevant to the supply or system. Any price decreases shall be immediately passed along to the purchaser.

#### 3.1.7.2 **Payment**

Upon review and acceptance by the State, payments for invoices are normally made within 45 – 60 days of receipt, providing all required information, documents and/or attachments have been received.

Vendors may offer early payment discounts.

Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this RFP electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

#### 3.1.7.3 **Billing**

The State does not issue payment prior to receipt of goods or services.

The vendor must bill the State as outlined in the approved contract and/or payment schedule.

Vendors may propose an alternative payment option. Alternative payment options must be listed on ***Attachment H, Cost Proposal Certification of Compliance with Terms and Conditions of the RFP***. Alternative payment options will be considered if deemed in the best interest of the State, project or service solicited herein.

The rules governing payments and discounts for orders placed in Participating States shall be governed by the laws, regulations, and/or terms of the Participating Addenda and ordering instruments used by the ordering entities.

### 3.2 **SOLICITATION PROCESS**

The process for this solicitation and eventual contract is as follows:

- 3.2.1 The RFP will be issued by the State of Nevada.
- 3.2.2 The RFP process will be governed by the statutes, regulations, and policies of the State of Nevada.
- 3.2.3 A recommendation of award will be issued by the State of Nevada, based on the sourcing team results, to the WSCA-NASPO Management Committee.
- 3.2.4 If approved, Master Service Agreement(s) will be executed (***Attachment L, Master Service Agreement***) between the successful vendor(s) and the State of Nevada.

- 3.2.5 Each state must then execute a Participating Addendum (***Attachment O, Sample Participating Addendum***) with any unique Terms and Conditions. It is the awarded vendors' responsibility to negotiate with each Participating State.
- 3.2.6 Participating States may evaluate and select a proposer for award in more limited geographical areas (less than an entire state) where judged to be in the best interests of the state or states involved. Administration of any such award(s) will be done by the Participating State(s) involved unless the awarded contract includes the Lead State in its geographical area.
- 3.2.7 WSCA-NASPO Participating States and Purchasing Entities reserve the right to competitively solicit for additional sources for commodities during the contract term, where deemed to be in the best interests of the state(s) or entities involved. Further, Participating States may have existing awards for commodities within the scope of this solicitation.
- 3.2.8 A Participating State may evaluate and select a vendor deemed to be in the best interests of the state involved. Administration of any such award(s) will be done by each of the Participating State(s) involved.
- 3.2.9 Any Participating State reserves the right to award partial categories or not participate in the award as deemed to be in the best interests of that Participating State.
- 3.2.10 Each Participating State shall have its own account representative assigned within that state.
- 3.2.11 Violation of, or conflict with, any codes or standard requirements throughout this RFP must be brought to the attention of the State of Nevada as the Lead State prior to proposing, as each state may operate differently as a result of the security levels at various locations.
- 3.2.12 It will be the awarded vendors' responsibility to provide to all Participating States proof that all sales/use taxes have been paid.
- 3.2.13 Although it is a public opening, only the names of the vendors submitting proposals will be announced per NRS 333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two (2) days in advance of the opening.
- 3.2.14 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 as listed in ***Section 1.4, RFP Timeline***.
- 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.

### **3.3 EVALUATION PROCESS**

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

- 3.3.1.1 Demonstrated competence
- 3.3.1.2 Experience in performance of comparable engagements
- 3.3.1.3 Conformance with the terms of this RFP
- 3.3.1.4 Expertise and availability of key personnel
- 3.3.1.5 Cost

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

- 3.3.2 Proposals shall be kept confidential until a contract is awarded.
- 3.3.3 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).
- 3.3.4 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, current or past consent agreements with regulatory authorities, 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.
- 3.3.5 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.

### **3.4 AWARD PROCESS**

- 3.4.1 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.
- 3.4.2 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

## SECTION 4 INSTRUCTIONS TO PROSPECTIVE PROPOSERS – PROPOSAL SUBMISSION REQUIREMENTS

### 4.1 PROPOSAL SUBMITTAL REQUIREMENTS

Proposals must be received by the due date and time and at the location stated on the front page of this RFP. Proposals received after the deadline will be late and will not be considered.

#### 4.1.1 NUMBER OF COPIES

Proposals must be submitted in two forms. Each proposal must include the following:

4.1.1.1 One (1) master proposal in paper (hard copy) format.

4.1.1.2 Two (2) copies of the proposal; One (1) hard copy and One (1) in an electronic (soft copy) format on either a CD or Thumb/Flash Drive.

The Redacted Technical Proposal submitted on the CD will be posted to the Purchasing Website upon the Notice of Award.

**Failure to submit proposal in the formats outlined in this RFP may result in the rejection of the submitted proposal.**

#### 4.1.2 PROPOSAL PACKAGING

4.1.2.1 Proposals **must be received at the address referenced below no later than the date and time specified in Section 1.4, RFP Timeline.** Proposals that are not received by proposal opening time and date WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.

4.1.2.2 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared.

4.1.2.3 Facsimile, e-mail or telephone proposals will NOT be considered. Proposal may be modified by facsimile, e-mail or written notice provided such notice is received prior to the opening of the proposals.

4.1.2.4 The outermost container must fully describe the contents of the package and be clearly marked as follows:

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</b> <b>State of Nevada, Purchasing Division</b> <b>515 E. Musser Street, Suite 300</b> <b>Carson City, NV 89701</b>	
<b>RFP:</b>	3047
<b>PROPOSAL OPENING DATE:</b>	7/10/13
<b>PROPOSAL OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	Security Protection Systems
<b>VENDOR'S NAME:</b>	

## 4.2 GENERAL SUBMISSION REQUIREMENTS

- 4.2.1 All information must be completed as stated in the request for proposal.
- 4.2.2 If discrepancies are found between the electronic and paper proposal, the master copy will provide the basis for resolving such discrepancies. If the paper copy of the proposal is not clearly marked “MASTER,” the State will deem the paper copy as the master.
- 4.2.3 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 easily identifiable and placed immediately following the applicable RFP question, statement and/or section. Exceptions/assumptions to this RFP may be considered during the evaluation process.
- 4.2.4 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 to be submitted. Emphasis should be concentrated on describing how the vendor proposes to meet the items listed in the scope of work, 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.
- 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:
- 4.2.4.1 Be submitted on recycled paper;
- 4.2.4.2 Not include pages of unnecessary advertising;
- 4.2.4.3 Be printed on both sides of each sheet of paper; and
- 4.2.4.4 Use binder clips rather than spiral bound or binders.
- 4.2.5 If a vendor changes any material RFP language, vendor’s response may be deemed non-responsive per NRS 333.311.

## 4.3 PROPOSAL ORGANIZATION REQUIREMENTS

Vendors’ proposals must be separated into six (6) separate sections. Each section must be separated by tabs in the paper original. Each section must be submitted as one (1) PDF file in the electronic copy (One PDF file for section 1, one PDF file for section 2, etc.). These sections are as follows:

### 4.3.1 SECTION 1: STATE DOCUMENTS

The State Documents section must include and be organized as follows:

- 4.3.1.1 **Title Page:** The title page must include the following:

RFP Title:	Security Protection Systems
RFP:	3047
Vendor Name:	



Address:	
Proposal Opening Date:	7/10/13
Proposal Opening Time:	2:00 PM

4.3.1.2 **Table of Contents:** An accurate table of contents must be provided.

4.3.1.3 **Attachment A:** Technical Proposal Certification of Compliance with Terms and Conditions of RFP

4.3.1.3.1 **Attachment A** with an original signature by an individual authorized to bind the organization must be included in this section.

4.3.1.3.2 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 A**.

4.3.1.3.3 Only technical exceptions and/or assumptions should be identified on **Attachment A**.

4.3.1.3.4 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.

4.3.1.4 **Other Documents**

4.3.1.4.1 The **signature page** from all amendments with an original signature by an individual authorized to bind the organization. Please do not include the entire amendment.

4.3.1.4.2 **Attachment B:** Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.

4.3.1.4.3 **Attachment C:** Vendor Certifications with an original signature by an individual authorized to bind the organization.

4.3.1.4.4 Copies of any **vendor licensing agreements** and/or hardware and software maintenance agreements.

4.3.1.4.5 Copies of applicable certifications and licenses.

## 4.3.2 **SECTION 2: COMPANY INFORMATION**

The Company Information section must include and be organized as follows:

4.3.2.1 **Vendor Information**

Vendors must complete and submit a company profile **Attachment D, Vendor Information**.

4.3.2.1.1 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of

Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

4.3.2.1.2 If proposing to perform services in Nevada, 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>.

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

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

4.3.2.1.5 Any exceptions and/or assumptions to the insurance requirements **must** be identified on **Attachment A, 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 M, Insurance Schedule**.

#### 4.3.2.2 **Business References**

Business References are separated into two sections. The first section is the reference information filled out by the proposer and submitted with the proposal. The second section is a form that the proposer sends to the reference. The company being used as a reference completes the form and submits it directly to Nevada State Purchasing.

4.3.2.2.1 Reference information to be submitted with the proposal:

- A. Vendors shall provide a minimum of three (3) business references **for each category being proposed** from similar projects performed for private, state and/or large local government clients within the last three (3) years.
- B. Vendors shall complete and submit one reference information form (**Attachment E**) for **every** business reference provided by the vendor and/or subcontractor:

4.3.2.2.2 Reference information to be submitted by the reference:

- A. Vendors must send ***Attachment J, Reference Questionnaire*** to the business references that are identified in ***Section 4.3.2.2.1***.
- B. The company identified as the business references must submit the Reference Questionnaire directly to the Purchasing Division.
- C. 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 1.4, RFP Timeline*** for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

4.3.2.2.3 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

#### 4.3.2.3 **Vendor Staff Resumes**

A resume form (***Attachment F – Proposed Staff Resume***) must be completed for each proposed key personnel responsible for performance under any contract resulting from this RFP per. No more than 50 resume forms may be submitted.

#### 4.3.2.4 **Subcontractor Information**

If this proposal includes the use of subcontractors, the proposal must include:

- 4.3.2.4.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 4.3.2.4.2 If any tasks are to be completed by subcontractor(s), vendors must:
  - A. Describe the relevant contractual arrangements;
  - B. Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and
  - C. Describe your previous experience with subcontractor(s).
- 4.3.2.4.3 Vendors must describe the methodology, processes and tools utilized for:
  - A. Selecting and qualifying appropriate subcontractors for the project/contract;
  - B. Ensuring subcontractor compliance with the overall performance objectives for the project;
  - C. Ensuring that subcontractor deliverables meet the quality objectives of the project/contract; and

- D. Providing proof of payment to any subcontractor(s) used for this project/contract, if requested by the State. Proposal should include a plan by which, at the State's request, the State will be notified of such payments.
- 4.3.2.4.4 Provide the same information for any proposed subcontractors as requested in **Section 4.3.2.1, Vendor Information**.
- 4.3.2.4.5 Business references as specified in **Section 4.3.2.2, Business References** must be provided for any proposed subcontractors.
- 4.3.2.4.6 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 4.3.2.4.7 Vendor must notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in **Section 4.3.2.4, Subcontractor Information**. The vendor must receive agency approval prior to subcontractor commencing work.

#### 4.3.3 **SECTION 3: TECHNICAL PROPOSAL**

The technical proposal is a detailed explanation of how the vendor proposes to meet the Scope of Work. The technical proposal should be drafted to meet the specific requirements of this RFP. Do not submit company literature, brochures and marketing materials that have not been prepared specifically for this solicitation. The total technical proposal must not exceed 15 pages per category.

Proposals must be organized and sections must be separated as stated in **Section 4.3**.

Any material that the vendor believes to be confidential must be specifically identified and referenced by page, section and/or paragraph where the confidential information can be located on **Attachment B, Confidentiality and Certification of Indemnification** and comply with the requirements stated in **Section 4.3.4, Redacted Technical Proposal**.

If complete responses cannot be provided without referencing confidential information, a fully redacted version of the technical proposal must be provided as stated in **Section 4.3.4, Redacted Technical Proposal**. If no redacted technical proposal is submitted, it may be determined that there is no confidential information in the technical proposal.

The Technical Proposal section must include and be organized as follows:

##### 4.3.3.1 **Response to Scope of Work**

Vendor's written response(s) must be easily identifiable and placed immediately following the applicable RFP question, statement and/or section.

##### 4.3.3.2 **Reporting**

Vendors should describe in general the level of sophistication and complexity of custom usage reporting data that vendors can provide to the Participating States. Vendors must be able to provide state-specific reports with capabilities to include, but not limited to, all items listed in **Section 2.2**.

4.3.3.3 **Company Background/History**

Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.

4.3.3.4 **Time Performing Comparable Projects**

Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.

4.3.4 **SECTION 4: REDACTED TECHNICAL PROPOSAL**

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

4.3.4.2 Vendors are required to submit written documentation in accordance with ***Attachment B, 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.

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

4.3.4.4 It is the vendor’s responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation.

4.3.4.5 Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by release of said information.

4.3.4.6 Vendors only need to submit Section 4: Redacted Technical Proposal if the Technical Proposal includes confidential technical information (***Refer to Attachment B, Confidentiality and Certification of Indemnification***). If there is no confidential information, nothing needs to be submitted for this section.

4.3.4.7 Proposers must follow the same layout and content requirements for the Redacted Technical Proposal as for the Technical Proposal.

4.3.5 **SECTION 5: COST**

All cost information must be submitted in section 5, and must not be included in any other section of the proposal. 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”.

The Cost section must include and be organized as follows:

4.3.5.1 **Cost Schedule**

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

- 4.3.5.2 Cost Proposal Certification of Compliance with Terms and Conditions of RFP.
- 4.3.5.2.1 ***Attachment H, Cost Proposal Certification of Compliance with Terms and Conditions of RFP 3047*** with an original signature by an individual authorized to bind the organization must be included in this section.
- 4.3.5.2.2 In order for any cost exceptions and/or assumptions to be considered, vendors ***must*** provide the specific language that is being proposed in ***Attachment H Cost Proposal Certification of Compliance with Terms and Conditions of RFP 3047***.
- 4.3.5.2.3 Only cost exceptions and/or assumptions should be identified on ***Attachment H Cost Proposal Certification of Compliance with Terms and Conditions of RFP 3047***. ***Do not restate*** the technical exceptions and/or assumptions on this form.
- 4.3.5.2.4 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.

#### 4.3.6 **SECTION 6: CONFIDENTIAL FINANCIAL**

The Confidential Financial section must include and be organized as follows:

- 4.3.6.1 Dun and Bradstreet Number.
- 4.3.6.2 The completed Attachment I, State of Nevada Registration Substitute IRS Form W-9.

## **SECTION 5 TERMS AND CONDITIONS**

### **5.1 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 A, Technical Proposal Certification of Compliance***. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in ***Attachment A***. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

- 5.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 5.1.2 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.
- 5.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 5.1.4 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>.

- 5.1.5 The failure to include a redacted technical proposal (Proposal section 4) as stated in section 4.3.4 of the RFP shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 5.1.6 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements and lease purchase agreements. The omission of these documents renders a proposal non-responsive.
- 5.1.7 The State reserves the right to reject any or all proposals received prior to contract award (NRS 333.350).
- 5.1.8 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS 333.335).
- 5.1.9 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 5.1.10 A description of how any and all services and/or equipment will be used to meet the requirements of this RFP shall be given, in detail, along with any additional informational documents that are appropriately marked.
- 5.1.11 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 5.1.12 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 5.1.13 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter 281 and NRS Chapter 284.
- 5.1.14 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS 333.350(3).
- 5.1.15 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 5.1.16 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 5.1.17 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The masters of the technical proposal,

confidential technical proposal, cost proposal and confidential financial information of each response shall be retained for official files.

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

## 5.2 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 A, Technical Proposal Certification of Compliance***. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in ***Attachment A***. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

- 5.2.1 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 5.2.2 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.
- 5.2.3 The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.
- 5.2.4 ***Attachment A and Attachment H*** 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.
- 5.2.5 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, any modifications and clarifications to the awarded vendor's proposal, the RFP, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 5.2.6 Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS 332.195.



The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.

5.2.7 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.

5.2.8 Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

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

5.2.9 In accordance with NRS 333.4611, the State of Nevada Purchasing Division shall require the purchase of new appliances, equipment, lighting and other devices that use electricity, natural gas, propane or oil, have received the Energy Star label pursuant to the program established pursuant to 42 U.S.C. 6294a or its successor, or meet the requirements established pursuant to 48 C.F.R. 23.203. These standards do not apply insofar as: (a) No items in a given class have been evaluated to determine whether they are eligible to receive the Energy Star label or have been designated by the Federal Government to meet the requirements established pursuant to 48 C.F.R. 23.302; or (b) The purchase of these items that have received the Energy Star label would not be cost-effective in an individual instance, comparing the cost of the items to the cost of the amount of energy that will be saved over the useful life of the item.

### 5.3 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 A, Technical Proposal Certification of Compliance***. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in ***Attachment A***. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

#### 5.3.1 AWARD OF RELATED CONTRACTS

5.3.1.1 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.

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

#### 5.3.2 PRODUCTS AND/OR ALTERNATIVES

5.3.2.1 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.

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

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

### 5.3.3 **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.

### 5.3.4 **INSPECTION/ACCEPTANCE OF WORK**

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

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

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

### 5.3.5 **TRAVEL**

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

5.3.5.1 All travel must be approved in writing in advance by the Division/Agency.

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

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

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

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

### 5.3.6 **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.

### 5.3.7 SOURCE CODE OWNERSHIP

Vendors must turn over any existing software access codes, passwords, keys, any information necessary to gain full access to the system, or other authentication mechanisms to provide administrative access to systems upon request as described below or in the event the vendor's contract is ended.

The following *Sections 5.3.7.1 thru 5.3.7.14* apply to customized software development and not off the shelf solutions.

- 5.3.7.1 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 project at any time during the period of the contract and thereafter.
- 5.3.7.2 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. Contractor must turn over such materials immediately upon request of the State Fire Marshal or local fire authorities, or upon termination of the contract.
- 5.3.7.3 The license shall include, but not be limited to:
  - 5.3.7.3.1 All supporting programs in the most current version;
  - 5.3.7.3.2 All data files in the most current version;
  - 5.3.7.3.3 User and operational manuals and other documentation;
  - 5.3.7.3.4 System and program documentation describing the most current version of the system, including the most current versions of source and object code;
  - 5.3.7.3.5 Training programs for the State and other designated State staff, their agents, or designated representatives, in the operating and maintenance of the system;
  - 5.3.7.3.6 Any and all performance-enhancing operational plans and products, exclusive of equipment; and
  - 5.3.7.3.7 All specialized or specially modified operating system software and specially developed programs, including utilities, software and documentation used in the operation of the system.
  - 5.3.7.3.8 Any specialized equipment, hardware, connecting cables, etc. to allow full interface with the system.
- 5.3.7.4 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.
- 5.3.7.5 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.

- 5.3.7.6 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.
- 5.3.7.7 The contractor shall be required to provide sufficient information regarding the objectives and specifications of any proprietary software to allow its function to be duplicated by other commercial or public domain products.
- 5.3.7.8 The software products (i.e., search engine) must be pre-approved by the State. The State reserves the right to select such products.
- 5.3.7.9 Ongoing upgrades of the application software must be provided through the end of the contract.
- 5.3.7.10 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 *Attachment G, Cost Schedule*.
- 5.3.7.11 The State may, at its option, purchase commercially available software components itself.
- 5.3.7.12 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.
- 5.3.7.13 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.
- 5.3.7.14 The provision of *Section 5.3.7 Source Code Ownership* must be incorporated into any subcontract that relates to the development, operation or maintenance of any component part of the system.

### 5.3.8 **ESCROW ACCOUNT**

- 5.3.8.1 The State may require contractor to establish an escrow account. The escrow agent chosen for this transaction must be acceptable to the State.
- 5.3.8.2 If required, the escrow account must contain the following items:
  - 5.3.8.2.1 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;
  - 5.3.8.2.2 A complete copy of the executable code including table structures, data structures, system tables and data;
  - 5.3.8.2.3 A golden master of the software.
  - 5.3.8.2.4 Build scripts;
  - 5.3.8.2.5 Any configuration files separate from the build scripts;
  - 5.3.8.2.6 Object libraries;

- 5.3.8.2.7 Application Program Interfaces (APIs);
  - 5.3.8.2.8 Compilation instructions in written format or recorded on video format;
  - 5.3.8.2.9 Complete documentation on all aspects of the system including design documentation, technical documentation and user documentation; and
  - 5.3.8.2.10 Names and addresses of key technical employees that a licensee may hire as a subcontractor in the event the contractor ceases to exist.
- 5.3.8.3 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.
- 5.3.8.4 The escrow agency must store the materials in a media vault with climate control and a clean-agent fire extinguishing system.
- 5.3.8.5 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 G, Cost Schedule***.

#### 5.3.9 **OWNERSHIP OF INFORMATION AND DATA**

- 5.3.9.1 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.
- 5.3.9.2 All files containing any information pertaining to ***RFP 3047*** 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.
- 5.3.9.3 Contractor agrees to abide by all federal and State confidentiality requirements.

#### 5.3.10 **GUARANTEED ACCESS TO SOFTWARE**

- 5.3.10.1 The State shall have full and complete access to all source code, documentation, utilities, software tools and other similar items used to develop/install or maintaining the equipment under ***RFP 3047*** after it is operating in a production environment.
- 5.3.10.2 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.

- 5.3.10.3 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.

#### 5.3.11 **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.

#### 5.3.12 **KEY PERSONNEL**

Key personnel will be incorporated into the contract. The vendor's proposed key personnel establish a standard of quality for replacements, as determined by the State in its sole discretion. The vendor shall replace key personnel when needed with personnel having equivalent education, knowledge, skills and ability. Replacement of key personnel may be accomplished in the following manner:

- 5.3.12.1 A representative of the contractor authorized to bind the company will notify the State in writing of the change in key personnel.
- 5.3.12.2 The State may accept the change of the key personnel by notifying the contractor in writing.
- 5.3.12.3 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.
- 5.3.12.4 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.
- 5.3.12.5 If key personnel are replaced, someone with comparable skill and experience level must replace them.
- 5.3.12.6 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.

- 5.3.12.7 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.
- 5.3.12.8 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.
- 5.3.12.9 A written transition plan must be provided to the State prior to approval of any change in key personnel.
- 5.3.12.10 The State reserves the right to have any contract or management staff replaced at the sole discretion and as deemed necessary by the State.

#### 5.3.13 **AUTHORIZATION TO WORK**

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

#### 5.3.14 **SYSTEM COMPLIANCE WARRANTY**

Licensor 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.

### 5.4 **TERMS AND CONDITIONS FOR GOODS**

*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 A, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they MUST be documented in **Attachment A**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.*

#### 5.4.1 **EXPRESS WARRANTIES**

For the period specified on the face of the Contract, Contractor warrants and represents each of the following with respect to any goods provided under the Contract, except as otherwise provided on incorporated attachments:

##### 5.4.1.1 Fitness for Particular Purpose

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

##### 5.4.1.2 Fitness for Ordinary Use

The goods shall be fit for the purpose for which goods of a like nature are ordinarily intended, it being understood that the purpose for the goods covered by the Contract are ordinarily intended is general government administration and operations.

5.4.1.3 Merchantable, Good Quality, No Defects

The goods shall be merchantable, of good quality, and free from defects, whether patent or latent, in material and workmanship.

5.4.1.4 Conformity

The goods shall conform to the standards, specifications and descriptions set forth in the incorporated attachments. If Contractor has supplied a sample to the State, the goods delivered shall conform in all respects to the sample and if the sample should remain in the State's possession it shall be identified by the word "sample" and the signature of Contractor's sales representative.

5.4.1.5 Uniformity

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

5.4.1.6 Packaging and Labels

The goods shall be contained, packaged, and labeled so as to satisfy all legal and commercial requirements applicable to use by a government agency, including without limitation, OSHA material safety data sheets and shall conform to all statements made on the label.

5.4.1.7 Full Warranty

The foregoing warranties are "full" warranties within the meaning of the Magnuson-Moss Warranty - Federal Trade Commission Improvement Act, 15 U.S.C. § 2301 et seq., and implementing regulations 16 C.F.R. pts. 700-703, if applicable to this transaction.

5.4.1.8 Infringement Indemnity

Contractor warrants the purchase or use of the goods shall not infringe upon any United States or foreign patent, and Contractor shall indemnify the State against all judgments, decrees, costs, and expenses resulting from any alleged infringement and shall defend, upon written request of the State, at its own expense, any action which may be brought against the State, its vendees, lessees, licensees, or assigns, under any claim of patent infringement in the purchase or use of Contractor's goods. If the State is enjoined from using such goods, Contractor shall repurchase such goods from the State at the original purchase price. The State shall notify Contractor promptly in writing of any such suit. If the State compromises or settles any such suit without the written consent of Contractor, Contractor shall be released from the obligations of this paragraph and from any liability to the State under any statute or other rule of law.

5.4.1.9 Usage of Trade; Course of Dealings; Implied Warranties



Contractor shall also be bound by any other implied warranty that, at the time of execution of the Contract, prevails in the trade of government in the marketing area in and about the State of Nevada. Contractor shall also be bound by any other implied warranty arising through course of dealings between Contractor and the State from and after the execution of the Contract. Contractor shall also be bound by all warranties set forth in Nevada's Uniform Commercial Code (NRS Title 8) in effect on the date of execution of the Contract.

5.4.1.10 Warranties Cumulative

It is understood that warranties created by the Contract, whether express or implied, as well as all warranties arising by operation of law that affect the rights of the parties under the Contract, are cumulative and should be construed in a manner consistent with one another.

5.4.1.11 Priority of Warranties

If it is held by a court of competent jurisdiction that there is an irreconcilable conflict between or among any of the warranties set forth in the Contract and any warranties implied by law, the parties agree that the specifications contained in the Contract shall be deemed technical and mere language of description.

5.4.1.12 Beneficiaries of Warranties

Benefit of any warranty made in the Contract shall be in favor of the State, any of its political subdivisions or agencies, and any employee or licensee thereof who uses the goods, and the benefit of any warranty shall apply to both personal injury and property damage.

5.4.1.13 Delivery; Inspection; Acceptance; Risk of Loss

Contractor agrees to deliver the goods as indicated in the Contract, and upon acceptance by the State, title to the goods shall pass to the State unless otherwise stated in the Contract. The State shall have the right to inspect the goods on arrival and, within a commercially reasonable time, the State must give notice to Contractor of any claim or damages on account of condition, quality, or grade of the goods, and the State must specify the basis of the claim in detail. Acceptance of the goods is not a waiver of UCC revocation of acceptance rights or of any right of action that the State may have for breach of warranty or any other cause. Unless otherwise stated in the Contract, risk of loss from any casualty, regardless of the cause, shall be on Contractor until the goods have been accepted and title has passed to the State. If given any, the State agrees to follow reasonable instructions regarding return of the goods.

5.4.1.14 No Arrival; No Sale

The Contract is subject to provisions of no arrival, no sale terms, but proof of shipment is to be given by Vendor, each shipment to constitute a separate delivery. A variation of ten days in time of shipment or delivery from that specified herein does not constitute a ground for rejection. The State may treat any deterioration of the goods as entitling the State to the rights resulting from a casualty to the identified goods without regard to whether there has been sufficient deterioration so that the goods no longer conform to the Contract.

#### 5.4.1.15 Price; Taxes; Payment

The price quoted is for the specified delivery, and, unless otherwise specified in the Contract, is F.O.B. to the delivery address specified above. Unless otherwise specified in the Contract, the price does not include applicable federal or State sales, use, excise, processing or any similar taxes, or duty charges, which shall be paid by the State, or in lieu thereof, the State shall provide Vendor with a tax exemption certificate acceptable to the applicable taxing authority. Unless otherwise specified in the Contract, payment shall be made by warrant drawn on the State of Nevada (in accordance with Nevada law) and mailed to Vendor at the address specified above (or to assignee if assignment is acknowledged by the State) within the time specified above.

#### 5.4.1.16 Governing Law

The laws of Nevada, including, without limitation, Nevada's Uniform Commercial Code (NRS Title 8) in effect on the date of execution of the Contract, shall govern with respect to any goods provided to Nevada entities under the Contract and to the construction and effect of the Master Agreement. Unless otherwise specified in any Participating Addendum, the law of the Participating State shall apply to the construction and effect of any Participating Addendum or order against the Master Agreement. Venue for any litigation between the contractor and State of Nevada concerning the construction and effect of the Master Agreement shall be in the State of Nevada. Venue for any litigation concerning an order placed against the Master Agreement, or the effect of any Participating Addendum, shall be in the Participating States. Further, each state's administrative or judicatory hearing process shall be followed by the contractor if issues arise in a particular state.

**ATTACHMENT A ~ TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE WITH  
TERMS AND CONDITIONS OF RFP**

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

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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

**EXCEPTION SUMMARY FORM**

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

**ASSUMPTION SUMMARY FORM**

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

Attachments A – C must be submitted in **Section 1** of vendor’s proposal

## ATTACHMENT B ~ 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 a redacted technical proposal containing no confidential information (section 4 of the proposal) as stated in Section 4.3.4 of the RFP. 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 1.2 “ACRONYMS/DEFINITIONS.”*

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

Section 4 – Redacted Technical Proposal			
YES		NO	
Justification for Confidential Status			

A separate electronic file has been included for the Redacted Technical and Cost Proposal			
YES		NO	

Section 6 – Confidential Financial Information			
YES		NO	
Justification for Confidential Status			

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**Attachments A – C must be submitted in Section 1 of vendor’s 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.

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Vendor Company Name

---

Vendor Signature

---

Print Name

---

Date

<b>Attachments A – C</b> must be submitted in <b>Section 1</b> of vendor's proposal
---

## ATTACHMENT D ~ VENDOR INFORMATION

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 Section 2, Company Information.

V1	Company Name	
----	--------------	--

V2	Street Address	
----	----------------	--

V3	City, State, ZIP	
----	------------------	--

V4	Telephone Number		
	Area Code:	Number:	Extension:

V5	Facsimile Number		
	Area Code:	Number:	Extension:

V6	Toll Free Number		
	Area Code:	Number:	Extension:

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:	Extension:

V9	Facsimile Number for Contact Person		
	Area Code:	Number:	Extension:

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:

**Attachments D – F** must be submitted in **Section 2** of vendor's proposal

<b>Company Information</b>	
V12	Ownership (sole proprietor, partnership, etc.):
	Legal Entity Name
	Nevada Business License Number (if applicable)
	State of incorporation:
	Date of incorporation:
	Number of years in business:
	Number of years performing Access Control Systems § 2.1.1:
	Number of years performing Burglar Alarm Systems § 2.2.2
	Number of years performing Closed Circuit Television (CCTV) § 2.3.3:
	List of top officers:
Location of company headquarters:	

	<b>RFP Section</b>	<b>Question</b>	<b>Yes / No</b>	<b>Explanation</b>
V13	4.3.2.1	Is “Legal Entity Name” the same name as vendor is doing business as? If no, provide explanation		
	4.3.2.1.4	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? If “Yes” explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?		
	4.3.2.1.5	Does your organization currently have or will your organization be able to provide the insurance requirements as specified in Attachment M?		

**Attachments D – F** must be submitted in **Section 2** of vendor’s proposal

V14	Complete the following table for each Nevada State Agency for whom vendor has performed under a contract (if applicable). Table should be duplicated for each contract being identified.	
	Question	Response
	Name of State agency:	
	State agency contact name:	
	Dates when services were performed:	
	Type of duties performed:	
Total dollar value of the contract:		

V15	Proposer is required to disclose any significant prior or ongoing contract failures, contract breaches, current or past consent agreements with regulatory authorities, or 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. Table should be duplicated for each contract disclosure.		
	Question	Response	
	Date of alleged contract failure or breach:		
	Parties involved:		
	Description of the contract failure, contract breach, or litigation, including the products or services involved:		
	Amount in controversy:		
	Resolution or current status of the dispute:		
	If the matter has resulted in a court case:	<b>Court</b>	<b>Case Number</b>
	Status of the litigation:		

V16	<i>Area of Coverage proposed: (Use the examples as a guide, but delete the examples before submitting information).</i>		
	State proposed	Primary Service Office Location for this area	Number of staff dedicated to this area
	<i>Example: Nationwide (All areas allowed in RFP)</i>	<ul style="list-style-type: none"> <li>NW region: Seattle, WA</li> <li>SW region: Las Vegas, NV</li> <li>Southern region: Dallas, TX</li> <li>Etc.</li> </ul>	<ul style="list-style-type: none"> <li>NW - 100</li> <li>SW - 150</li> <li>Southern - 75</li> <li>Etc.</li> </ul>
	<i>Example: Nevada (Statewide)</i>	<i>Example: Sparks, NV</i>	<i>Example: 50</i>
	<i>Example: Alaska, Washington, Oregon, California, Idaho, Nevada</i>	<i>Example: Juno, AK; Seattle, WA; Wilsonville, OR; Stockton, CA; Boise, ID; Sparks, NV</i>	<i>Example: AK - 5, WA - 5, OR - 5, CA - 15, ID - 5, NV - 5</i>

**Attachments D – F** must be submitted in **Section 2** of vendor's proposal



## ATTACHMENT E ~ REFERENCE INFORMATION FORM

<b>Reference #:</b>		
<b>Reference Name</b>		
<b>Proposer Name:</b>		
Project Name:		
<b>Service Categories Performed for this Reference</b>		
Access Control Systems	YES	NO
Burglar Alarms	YES	NO
Closed Circuit Television (CCTV)	YES	NO
<b>Primary Contact Information</b>		
Name:		
Street Address:		
City, State, Zip		
Phone, including area code:		
Facsimile, including area code:		
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, including technical environment (i.e., software applications, data communications, etc.) if applicable:		
Original Project/Contract Start Date:		
Original Project/Contract End Date:		
Original Project/Contract Value:		
Final Project/Contract Date:		
Was project/contract completed in time originally allotted, and if not, why not?		
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?		

**Attachments D – F** must be submitted in **Section 2** of vendor's proposal

## ATTACHMENT F ~ 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.*

<b>Attachments D – F</b> must be submitted in <b>Section 2</b> of vendor's proposal
---

## ATTACHMENT G ~ COST SCHEDULE



RFP 3047 Cost.doc

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**Attachments G & H** must be submitted in **Section 5** of vendor's proposal

**ATTACHMENT H ~ COST PROPOSAL CERTIFICATION OF COMPLIANCE WITH TERMS  
AND CONDITIONS OF RFP 3047**

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)

Attachments G & H must be submitted in **Section 5** of vendor's proposal

**ATTACHMENT I ~ STATE OF NEVADA REGISTRATION SUBSTITUTE  
IRS FORM W-9**

The completed form must be included in Section 6, Confidential Financial, of the proposal submittal.



KTLVEN-05  
Registration.doc

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

<b>Attachment I</b> must be submitted in <b>Section 6</b> of vendor's proposal
--

## ATTACHMENT J ~ REFERENCE QUESTIONNAIRE

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

INSTRUCTIONS TO PROPOSING VENDOR	
1.	Proposing vendor or vendor's proposed subcontractor <b>MUST</b> complete Part A 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 B, Part C and Part D.
3.	<p>Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:</p> <p style="margin-left: 40px;">State of Nevada, Purchasing Division Subject: <b>RFP 3047</b> Attention: Christine McElroy 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 <b><i>no later than 4:30 PM PT July 9, 2013.</i></b>
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.



RFP 3047 Reference  
Questionnaire.doc

*To open the document, double click on the icon.*

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**Attachment J** must be submitted in **by the REFERENCE** not included in the proposal

## ATTACHMENT K ~ 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.

Proposal Section 1 – State Documents (RFP section 4.3.1)		
RFP Section	Content	Completed
4.3.1.1	Title Page	
4.3.1.2	Table of Contents	
4.3.1.4	Attachment A – Technical Proposal Certification of Compliance with Terms and Conditions of RFP	
4.3.1.5.1	Amendment Signature Pages	
4.3.1.5.2	Attachment B – Confidentiality and Certification of Indemnification	
4.3.1.5.3	Attachment C – Vendor Certifications	
4.3.1.5.4	Vendor Licensing Agreements	
4.3.1.5.5	Certifications and Licenses	
Proposal Section 2 – Company Information (RFP section 4.3.1 & 4.3.2)		
RFP Section	Content	Completed
4.3.1.3	Attachment D – Vendor Information	
4.3.2.2.1(B)	Attachment E – Reference Information Form	
4.3.2.3	Attachment F - Vendor Staff Resumes	
4.3.2.4	Subcontractor Information	
Proposal Section 3 – Technical Proposal (RFP section 4.3.3)		
RFP Section	Content	Completed
4.3.3.1	Response to Scope of Work	
4.3.3.2	Reporting	
4.3.3.3	Company Background/History	
4.3.3.4	Time Performing Comparable Projects	
Proposal Section 4 – Redacted Technical Proposal (RFP section 4.3.4)		
RFP Section	Content	Completed
4.3.4	Redacted Technical Proposal	
Proposal Section 5 – Cost (RFP section 4.3.5)		
RFP Section	Content	Completed
4.3.5.1	Attachment G – Cost Schedule	
4.3.5.2	Attachment H - Cost Proposal Certification of Compliance with Terms and Conditions of RFP	
Proposal Section 6 – Confidential Financial (RFP section 4.3.6)		
RFP Section	Content	Completed
4.3.6.1	Dun and Bradstreet Number	
4.3.6.2	Attachment I – State of Nevada Registration Substitute IRS Form W-9	

<b>Proposal Submittal Requirements (RFP section 4.1 &amp; 4.3)</b>		
4.1.1.1	One (1) master proposal in paper (hard copy) format	
4.1.1.2	Two (2) copies of the proposal in an electronic (soft copy) format.	
4.3	Proposal Organization requirements (separated sections and pdf files)	
4.1.2	Proposal Packaging Requirements	
<b>Reference Questionnaire Reminders</b>		
4.3.2.2.2	Send out Reference Forms (Attachment J) for Vendor (with Part A completed)	
4.3.2.4.5	Send out Reference Forms (Attachment J) for proposed Subcontractors (with Part A completed, if applicable)	

**Attachment K** is provided as a courtesy and is not required to be returned with the proposal



## ATTACHMENT L ~ MASTER SERVICE AGREEMENT

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 A, Technical Proposal Certification of Compliance with Terms and Conditions of RFP.***

Please pay particular attention to the insurance requirements, as specified in Paragraph 26 of the attached contract and Attachment M, Insurance Schedule.

Note: This contract will serve at the Master Agreement which every Participating State will join onto via a Participating Addendum. Each State may have additional Terms and Conditions to add their PA.



WSCA MSA  
Contract.doc

*To open the document, double click on the icon.*

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

## ATTACHMENT M ~ INSURANCE SCHEDULE FOR RFP 3047

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 A, Technical Proposal Certification of Compliance with Terms and Conditions of RFP.***



RFP 3047  
Insurance.doc

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## ATTACHMENT N ~ WSCA-NASPO TERMS AND CONDITIONS



WSCA Terms and  
Conditions.doc

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## ATTACHMENT O ~ SAMPLE PARTICIPATING ADDENDUM



Sample Participating  
Addendum.doc

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## **ATTACHMENT P ~ STATES INTENDING TO PARTICIPATE**

Apart from the Lead State conducting the solicitation, the states listed below have signified their intent to enter into a contract and participate with the State of Nevada for this Request for Proposal. These States are considered Participating States for the purposes of this solicitation and its resulting contracts(s). This Attachment includes state-specific provisions required by law, regulation or procurement practices of the identified states.

Additional states may be added with the consent of the contractor and Lead State through execution of a Participating Addendum. Below is the list of current State's intending to participate:

- Alaska
- Arkansas
- California
- Delaware
- Hawaii
- Iowa
- Montana
- Nevada
- New Hampshire
- New Mexico
- Ohio
- Oklahoma
- Oregon
- South Dakota
- Tennessee
- Utah
- Vermont
- Washington

## ATTACHMENT Q ~ STATES INTENDING TO PARTICIPATE THAT HAVE PROVIDED UNIQUE TERMS AND CONDITIONS

Specific Terms and Conditions related to each State may be attached below. All States reserve the right to add any State specific terms and conditions to any resultant participating addendums signed in response to award(s) based from this procurement.



California T&C's.pdf



Iowa T&C.pdf



Montana.pdf



T&C's Ohio.doc



Special T&C's  
Ohio.doc



Oregon T&C.doc



Tennessee T&C.doc



Utah T&C.doc



Vermont T&C.pdf

*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 R ~ STATE OF NEVADA SPECIFIC REQUIREMENTS**

### **Background checks:**

State standard 105 outlines individuals who are classified as holding sensitive positions. This includes all contractors and vendors who work for or provide IT services to the state. There is no requirement for certain state buildings except the state computing facility.

Pursuant to NRS 239B fingerprint based background checks shall be submitted to the Department of Public Safety. Background checks do not need to be vetted through EITS/OIS. When OIS processes the paperwork they must have a Civil Applicant Waiver signed by the applicant. This is a NCJIS requirement. The Prior Arrests form is local to OIS and a requirement for the CISO to make a decision when a positive finding is encountered.

State entities can provide an Integriscan report in those cases where the applicant requires immediate access. The CISO reviews those reports and can provide interim access.

Customers/Using Agencies will require separate and specific background checks to meet their unique requirements. Awarded vendor(s) will be required to make sure appropriate forms have been completed and must agree to comply with each Using Agency's background check policy.

State of Nevada requirements can be found at <http://it.nv.gov/governance/state-policy-procedures/>

### **Public works requirements:**

Any project over \$100,000.00 must be completed as a Public Works Project in compliance with NRS 338 Public Work Projects will be assigned a Public Works Project number. This number will be acquired by the using agency and provided to the vendor(s) on the Purchase Order for the project.

## ATTACHMENT S ~ SAMPLE EQUIPMENT LIST



RFP 3047 Sample  
Equipment List.xlsx

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## ATTACHMENT T ~ SAMPLE QUOTE FORM



Sample Quote.xlsx

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## ATTACHMENT U ~ REPORTING FORM



Attachment U Report  
for Vendors.xls

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