

State of Nevada  
Department of Administration

Purchasing Division

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



Brian Sandoval  
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State of Nevada

Purchasing Division

## **Request for Qualifications: 3153**

For

# **THIRD-PARTY CONSULTANT(S) FOR ENERGY SERVICES PERFORMANCE CONTRACTING**

Release Date: October 6, 2014

Deadline for Submission and Opening Date and Time: November 6, 2014 Date @ 2:00 PM

***Refer to Section 8, RFQ Timeline for the complete RFQ schedule***

For additional information, please contact:

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***Refer to Section 9 for instructions on submitting an RFQ Response***

## VENDOR INFORMATION SHEET FOR RFQ 3153

**Vendor Must:**

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

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

V5	Facsimile Number	
	Area Code:	Number:

V6	Toll Free Number	
	Area Code:	Number:

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

V8	Telephone Number for Contact Person	
	Area Code:	Number:

V9	Facsimile Number for Contact Person	
	Area Code:	Number:

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

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

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Vendors' exceptions and/or assumptions should be clearly stated in *Attachment B, Technical Certification of Compliance with Terms and Conditions of RFQ*. Vendors' cost exceptions and/or assumptions should be clearly stated in *Attachment J, Cost Proposal Certification of Compliance with Terms and Conditions of RFQ*. Exceptions and/or assumptions will be considered during the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State per NRS 333.350(1).

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

## 1. PROJECT OVERVIEW

The Nevada State Purchasing Division is requesting Statements of Qualifications (SOQ) from qualified vendors to provide third-party consulting services for Energy Services Performance Contracting (ESPC) done pursuant to Nevada Revised Statute (NRS) 333A.

The State anticipates awarding contracts to multiple vendors to create a list of consultants from which State agencies, the court system, the University and Community College System, the Legislative Counsel Bureau and all political subdivisions within the State of Nevada can choose. However, the State reserves the right to award to only one (1) vendor, if, at the State's sole discretion, the State deems the award to a single vendor is in the best interest of the State. There shall be no guarantee of a minimum level of work provided to any vendor.

The State Purchasing Division will administer contract(s) resulting from this RFQ. The resulting contract(s) will be for a term of four (4) years, anticipated to begin January 15, 2015, subject to Board of Examiners approval, with an option to renew for one (1) additional year, if agreed upon by both parties and in the best interest of the State.

## 2. ACRONYMS/DEFINITIONS

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

<b>Acronym</b>	<b>Description</b>
<i>Assumption</i>	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
<i>Awarded Vendor</i>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFQ.
<i>BOE</i>	State of Nevada Board of Examiners
<i>Confidential Information</i>	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid, proposal or Statement of Qualifications. The term does not include the amount of a bid or cost proposal. Refer NRS 333.020(5) (b).

<b>Acronym</b>	<b>Description</b>
<b><i>Contract Approval Date</i></b>	The date the State of Nevada Board of Examiners officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful vendor.
<b><i>Contract Award Date</i></b>	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.
<b><i>Contractor</i></b>	The company or organization that has an approved contract with the State of Nevada for services identified in this RFQ. 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><i>Cross Reference</i></b>	A reference from one document/section to another document/section containing related material.
<b><i>Customer</i></b>	Department, Division or Agency of the State of Nevada.
<b><i>Division/Agency</i></b>	The Division/Agency requesting services as identified in this RFQ.
<b><i>Evaluation Committee</i></b>	An independent committee comprised of a majority of State officers or employees established to evaluate and score RFQ responses pursuant to NRS 333.335.
<b><i>Exception</i></b>	A formal objection taken to any statement/requirement identified within the RFQ.
<b><i>Goods</i></b>	The term “goods” as used in this RFQ has the meaning ascribed to it in NRS §104.2105(1) and includes, without limitation, “supplies”, “materials”, “equipment”, and “commodities”, as those terms are used in NRS Chapter 333.
<b><i>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 RFQ responses without the information.
<b><i>Must</i></b>	Indicates a mandatory requirement. Failure to meet a mandatory

<b>Acronym</b>	<b>Description</b>
	requirement may result in the rejection of an RFQ response as non-responsive.
<b>NAC</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>NOA</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>NRS</b>	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: <a href="http://www.leg.state.nv.us">www.leg.state.nv.us</a> .
<b>Pacific Time (PT)</b>	Unless otherwise stated, all references to time in this RFQ and any subsequent contract are understood to be Pacific Time.
<b>Proprietary Information</b>	Any trade secret or confidential business information that is contained in a bid, proposal or Statement of Qualifications submitted on a particular contract. (Refer to NRS 333.020 (5) (a).
<b>Public Record</b>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).
<b>Redacted</b>	The process of removing confidential or proprietary information from a document prior to release of information to others.
<b>RFQ</b>	Request for Qualification - a written statement which sets forth the requirements and qualifications of a contract to be awarded by competitive selection.
<b>RFQ Response</b>	Vendor’s response to all requirements as stated within the RFQ.
<b>Shall</b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of an RFQ response as non-responsive.
<b>Should</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 RFQ response without the information.
<b>SOQ</b>	Statement of Qualifications.
<b>State</b>	The State of Nevada and any agency identified herein.

<b>Acronym</b>	<b>Description</b>
<b><i>Subcontractor</i></b>	Third party, not directly employed by the contractor, who will provide services identified in this RFQ. This does not include third parties who provide support or incidental services to the contractor.
<b><i>Third-Party</i></b>	Someone who is not one of the two main people involved in a legal agreement but who is still affected by it in some way.
<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>User</i></b>	Department, Division, Agency or County of the State of Nevada.
<b><i>Vendor</i></b>	Organization/individual submitting a response to this RFQ.
<b><i>Will</i></b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of an RFQ response as non-responsive.

## 2.1 STATE OBSERVED HOLIDAYS

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

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

### 3. REQUEST FOR QUALIFICATIONS

#### 3.1 RFQ PROCESS

The process by which RFQ Responses will be considered for award under this RFQ consists of three (3) distinct stages.

##### 3.1.1 First Stage

The first stage is a determination of whether or not the vendor qualifies under the set of General Minimum Qualifications (*refer to Section 3.2*). If a vendor is determined to not meet any one of the General Minimum Qualifications, the RFQ response in its entirety will not be considered for award.

##### 3.1.2 Second Stage

If the vendor meets all of the General Minimum Qualifications, the SOQ will be evaluated to determine if it meets the Technical Minimum Qualifications (*refer to Section 3.3*). RFQ responses that do not contain the required information will not be considered for award. Each RFQ response will be reviewed independently in the Technical Minimum Qualification section.

##### 3.1.3 Third Stage

The third stage is designed to rank qualifying vendors and limit the number of resulting contracts to a reasonable number. The State intends to award to no more than five (5) vendors; however, the decision as to how many contracts to award is solely the State's decision, and the State may choose to award fewer or more than five (5) contracts. (Refer to *Section 10, RFQ Response Evaluation and Award Process*.)

#### 3.2 GENERAL MINIMUM QUALIFICATIONS

Vendors must, at a minimum, be able to perform the tasks as outline below.

##### 3.2.1 Procurement Advisement:

3.2.1.1 Review performance contract RFQ prior to publication and make relevant recommendations.

3.2.1.2 Participate in an advisory capacity in evaluation committee meetings (including vendor presentations), as requested by the Purchasing Division and/or the using agencies. Purchasing and/or the using agencies will direct whether the third-party consultant must personally attend each meeting or may attend by video or teleconference. As a general practice, for each performance contract procurement process, there will be at least two (2) meetings (the proposing vendors' presentations of the comprehensive audit and the selected vendor's presentation of the financial-grade operational audit) that will need to be attended in person. Meetings are



generally held in Carson City or Las Vegas.

- 3.2.2 Financial-grade Operational Audit/Operating Cost Saving Measures Review:
  - 3.2.2.1 Review Financial-grade Operational Audits, including the operating cost savings measures proposed by each qualified service company (as outlined in NRS 333A.040) and make recommendations.
- 3.2.3 Contract Negotiations and Contract Review:
  - 3.2.3.1 Act in an advisory role in contract negotiations, review the draft contract and make recommendations.
- 3.2.4 Perform Measurement and Verification:
  - 3.2.4.1 Develop measurement and verification systems to ensure each project meets its goals over the entire contract term [up to fifteen (15) years].
  - 3.2.4.2 This will include the use of monitoring systems and/or validation processes.

### **3.3 TECHNICAL MINIMUM QUALIFICATIONS**

It is *mandatory* that each component listed below in the Technical Minimum Qualifications be addressed. Failure to address each component will result in disqualification of the RFQ response.

Vendors proposing to receive an award through this RFQ must provide a detailed description of their SOQ, which must include, at a minimum, the following information.

- 3.3.1 Demonstrated experience in the evaluation, design, development and/or management of energy performance contracts on behalf of public sector clients.
- 3.3.2 Minimum of one (1) year of providing professional consulting in the design of energy service contracting. See *Section 4.4, Vendor Staff Resumes*, for submission information.
- 3.3.3 A listing of key personnel with resumes, descriptions of their roles and responsibilities, qualifications and experience related to this solicitation.
- 3.3.4 A list of personnel certified by the Association of Energy Engineers as a “Certified Energy Manager” or personnel with similar credentials from a comparable nationally-recognized organization.
- 3.3.5 Statements of Qualifications must state a willingness to work closely with the using agencies, the State Public Works Division, the Governor’s Energy Office, and the Purchasing Division to help the State refine its performance contracting process.

- 3.3.6 Statement of Qualifications must include a signed statement that no conflict of interest issues would exist if contracted to perform these services. (*See Attachment K, Third-Party Conflict of Interest.*) Please note that, while under contract for these services, vendors will not be eligible to propose on any State of Nevada performance contracts that are subject to NRS 333A.

### 3.4 SERVICE PLAN

Vendors shall provide a detailed description of their proposed service plan, which must include, at a minimum, the following information:

- 3.4.1 An identification of the processes, tools, and resources vendor will use to provide third-party consulting services associated with the review of the operating cost savings proposals submitted by the qualified service companies; and a description of any services vendor could provide to assist agencies in other aspects of performance contract design, implementation, and management.

## 4. COMPANY BACKGROUND AND REFERENCES

### 4.1 VENDOR INFORMATION

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

Question	Response
Company name:	
Ownership (sole proprietor, partnership, etc.):	
State of incorporation:	
Date of incorporation:	
# of years in business:	
List of top officers:	
Location of company headquarters:	
Location(s) of the company offices:	
Location(s) of the office that will provide the services described in this RFQ:	
Number of employees locally with the expertise to support the requirements identified in this RFQ:	
Number of employees nationally with the expertise to support the requirements in this RFQ:	
Location(s) from which employees will be assigned for this project:	

- 4.1.2 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

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

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

Is “Legal Entity Name” the same name as vendor is doing business as?

Yes		No	
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If “No”, provide explanation.

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

- 4.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes		No	
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If “Yes”, complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

- 4.1.6 Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	
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If “Yes”, please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person will be performing or producing the services which you will be contracted to provide under this

contract, you must disclose the identity of each such person in your response to this RFQ, and specify the services that each person will be expected to perform.

- 4.1.7 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor’s ability to perform or fulfill its obligations if a contract is awarded as a result of this RFQ must also be disclosed. Does any of the above apply to your company?

Yes		No	
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If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

Question	Response	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, or litigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

- 4.1.8 Vendors must review the insurance requirements specified in **Attachment E, Insurance Schedule for RFQ 3153**. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in **Attachment E**.

Yes		No	
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Any exceptions and/or assumptions to the insurance requirements **must** be identified on **Attachment B, Technical Certification of Compliance with Terms and Conditions of RFQ**. 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 their RFQ response submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Upon contract award, the successful vendor **must** provide the Certificate of Insurance identifying the coverages as specified in **Attachment E, Insurance Schedule for RFQ 3153**.

- 4.1.9 Company background/history and why vendor is qualified to provide the services described in this RFQ. Limit response to no more than five (5) pages.
- 4.1.10 Length of time vendor has been providing services described in this RFQ to the public and/or private sector. Please provide a brief description.
- 4.1.11 Financial information and documentation to be included in **Part III, Confidential Financial Information** of vendor’s response in accordance with **Section 9.5, Part III – Confidential Financial Information**.
  - 4.1.11.1 Dun and Bradstreet Number
  - 4.1.11.2 Federal Tax Identification Number

**4.2 SUBCONTRACTOR INFORMATION**

4.2.1 Does this RFQ response include the use of subcontractors?

Yes		No	
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If “Yes”, vendor must:

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

Qualifications should include a plan by which, at the State’s request, the State will be notified of such payments.

- 4.2.1.4 Provide the same information for any proposed subcontractors as requested in **Section 4.1, Vendor Information**.
- 4.2.1.5 Business references as specified in **Section 4.3, Business References** must be provided for any proposed subcontractors.
- 4.2.1.6 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 4.2.1.7 Vendor must notify the using agency of the intended use of any subcontractors not identified within their original Statement of Qualifications and provide the information originally requested in the RFQ in **Section 4.2, Subcontractor Information**. The vendor must receive agency approval prior to subcontractor commencing work.

**4.3 BUSINESS REFERENCES**

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

The “Company Name” must be the name of the proposing vendor or the vendor’s proposed subcontractor.

<b>Reference #:</b>			
<b>Company Name:</b>			
<i>Identify role company will have for this RFQ project (Check appropriate role below):</i>			
	<b>VENDOR</b>		<b>SUBCONTRACTOR</b>
Project Name:			
<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?	

- 4.3.3 Vendors must also submit *Attachment F, Reference Questionnaire* to the business references that are identified in *Section 4.3.2*.
- 4.3.4 The company identified as the business references must submit the Reference Questionnaire directly to the Purchasing Division.
- 4.3.5 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in *Section 8, RFQ Timeline* for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.
- 4.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

#### 4.4 VENDOR STAFF RESUMES

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

### 5. COST

Please provide your prices for these third-party consulting services in the Part II of your response, see *Attachment I*.

- 5.1 When an agency selects an awarded vendor to work on a project, a project scope of work and budget will be negotiated. However, the billing rates per hour for each labor category shall be fixed for the contract period regardless of the task or the individual(s) assigned. The number of person hours to be dedicated to each task by labor category and the related

travel expenses (limited to the rates allowed for State employees in effect at the time of travel) will be negotiated and included in the budget.

**5.2** Billing rates shall be all-inclusive hourly rates. If travel expenses are included in the hourly rate it should be so noted. If travel is not included in the all-inclusive hourly rate, it must be approved by the using agency prior to travel and estimated separately in the contract budget. In order to be reimbursed for travel expenses, actual airline tickets, hotel invoices and car rental invoices must be submitted. Invoices for meals need not be submitted.

**5.3** It is understood that any additional project assignments would be billed at the same billing rates per hour for each labor category, but the services will be negotiated separately at the time the work is requested by an agency.

## **6. FINANCIAL**

### **6.1 PAYMENT**

6.1.1 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.

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

### **6.2 BILLING**

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

6.2.2 The vendor must bill the State as outlined in the approved contract and/or payment schedule. Invoices for services rendered will be paid by the using agency.

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

## **7. WRITTEN QUESTIONS AND ANSWERS**

The Purchasing Division will accept questions and/or comments in writing, received by email regarding this RFQ.

### **7.1 QUESTIONS AND ANSWERS**

7.1.1 The RFQ Question Submittal Form is located on the Services RFP/RFQ



Opportunities webpage at <http://purchasing.state.nv.us/services/sdocs.htm>. Select this RFQ number and the “Question” link.

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

7.1.3 All questions and/or comments will be addressed in writing. An email notification that the amendment has been posted to the Purchasing website will be issued on or about the date specified in *Section 8, RFQ Timeline*.

## 8. RFQ TIMELINE

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time. The State also reserves the right to forego vendor presentations and select vendor(s) based on the written SOQs submitted.

Task	Date/Time
Deadline for submitting questions	10/17/2014 @ 2:00 PM
Answers posted to website	On or about 10/20/2014
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 11/05/2014
Deadline for submission and opening of SOQs	No later than 2:00 PM on 11/06/2014
Evaluation period (approximate time frame)	11/07/2014 – 11/19/2014
Selection of vendor	On or about 11/19/2014
Anticipated BOE approval	01/13/2015
Contract start date (contingent upon BOE approval)	01/15/2015

## 9. RFQ RESPONSE SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

### 9.1 GENERAL SUBMISSION REQUIREMENTS

Vendors’ RFQ responses must be packaged and submitted in counterparts; therefore, vendors must pay close attention to the submission requirements. RFQ responses will have a technical response, which may be composed of two (2) parts in the event a vendor determines that a portion of their technical response qualifies as “confidential” as defined within *Section 2, Acronyms/Definitions*.

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

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

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

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

- 9.1.1 All information is to be completed as requested.
- 9.1.2 Each section within the RFQ response must be separated by clearly marked tabs with the appropriate section number and title as specified in the following sections.
- 9.1.3 Although it is a public opening, only the names of the vendors submitting RFQ responses will be announced per NRS 333.335(6). Technical and cost details about responses submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFQ opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two (2) days in advance of the opening.
- 9.1.4 If discrepancies are found between two (2) or more copies of the RFQ response, the master copy will provide the basis for resolving such discrepancies. If one (1) copy of the RFQ response is not clearly marked "MASTER," the State may reject the response. However, the State may at its sole option, select one (1) copy to be used as the master.
- 9.1.5 For ease of evaluation, the RFQ response must be presented in a format that corresponds to and references sections outlined within this RFQ and must be presented in the same order. Written responses must be placed immediately following the applicable RFQ question, statement and/or section and must be presented in a style/format that is easily distinguishable from RFQ language. Exceptions/assumptions to this may be considered during the evaluation process.
- 9.1.6 RFQ responses are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.

Unnecessarily elaborate responses beyond what is sufficient to present a complete and effective response to this RFQ are not desired and may be construed as an indication of the proposer's lack of environmental and cost consciousness. Unless specifically requested in this RFQ, elaborate artwork, corporate brochures,

lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

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

- 9.1.6.1 Be submitted on recycled paper;
  - 9.1.6.2 Not include pages of unnecessary advertising;
  - 9.1.6.3 Be printed on both sides of each sheet of paper; and
  - 9.1.6.4 Be contained in re-usable binders rather than with spiral or glued bindings.
- 9.1.7 For purposes of addressing questions concerning this RFQ, the sole contact will be the Purchasing Division as specified on Page 1 of this RFQ. Upon issuance of this RFQ, other employees and representatives of the agencies identified in the RFQ will not answer questions or otherwise discuss the contents of this RFQ with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent RFQ response per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 9.1.8 Any vendor who believes the requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be received no later than the deadline for submission of questions.
- The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFQ.
- Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.
- 9.1.9 If a vendor changes any material RFQ language, vendor's response may be deemed non-responsive per NRS 333.311.

## **9.2 PART I A – TECHNICAL STATEMENT OF QUALIFICATIONS (SOQ)**

- 9.2.1 The technical SOQ must include:
  - 9.2.1.1 One (1) original marked “MASTER”; and
  - 9.2.1.2 Five (5) identical copies.
- 9.2.2 The technical SOQ *must not include* confidential technical information (refer to *Section 9.3, Part I B, Confidential Technical SOQ*) or cost and/or pricing

information. Cost and/or pricing information contained in the technical SOQ may cause the RFQ response to be rejected.

9.2.3 Format and Content

9.2.3.1 Tab I – Title Page

The title page must include the following:

<b>Part I A – Technical SOQ</b>	
RFQ Title:	Third-Party Consultants for Energy Services
RFQ:	3153
Vendor Name:	
Address:	
Opening Date:	November 6, 2014
Opening Time:	2:00 PM

9.2.3.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

9.2.3.3 Tab III – Vendor Information Sheet

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

9.2.3.4 Tab IV – State Documents

The State documents tab must include the following:

- A. The signature page from all amendments with an original signature by an individual authorized to bind the organization.
- B. Attachment A – Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.
- C. Attachment C – Vendor Certifications with an original signature by an individual authorized to bind the organization.
- D. Attachment K- Conflict of Interest
- E. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.
- F. Copies of applicable certifications and/or licenses.

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

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

9.2.3.6 Tab VI – Section 3.2 – General Minimum Qualifications

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

9.2.3.7 Tab VII – Section 3.3 – Technical Minimum Qualifications

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

9.2.3.8 Tab VIII– Section 4 – Company Background and References

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

9.2.3.9 Tab IX – Attachment G – Proposed Staff Resume

- A. Vendors must include all proposed staff resumes per **Section 4.4, Vendor Staff Resumes** in this section.
- B. This section should also include any subcontractor proposed staff resumes, if applicable.

9.2.3.10 Tab X – Other Informational Material

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

### 9.3 PART I B – CONFIDENTIAL TECHNICAL SOQ

9.3.1 Vendors only need to submit Part I B if the SOQ includes any confidential technical information (*Refer to Attachment A, Confidentiality and Certification of Indemnification*).

9.3.2 The confidential technical SOQ must include:

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

9.3.2.2 Five (5) identical copies.

9.3.3 Format and Content

9.3.3.1 Tab I – Title Page

The title page must include the following:

<b>Part I B – Confidential Technical SOQ</b>	
RFQ Title:	Third-Party Consultants for Energy Services
RFQ:	3153
Vendor Name:	
Address:	
Opening Date:	November 6, 2014
Opening Time:	2:00 PM

9.3.3.2 Tabs – Confidential Technical

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

### 9.4 PART II – COST PROPOSAL

9.4.1 The cost proposal must include:

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

9.4.1.2 Five (5) identical copies.

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

9.4.3 Format and Content

9.4.3.1 Tab I – Title Page

The title page must include the following:

<b>Part II – Cost Proposal</b>	
RFQ Title:	Third-Party Consultants for Energy Services
RFQ:	3153

Vendor Name:	
Address:	
Opening Date:	November 6, 2014
Opening Time:	2:00 PM

9.4.3.2 Tab II – Cost Proposal

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

9.4.3.3 Tab III – Attachment J, Cost Proposal Certification of Compliance with Terms and Conditions of RFQ.

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

B. In order for any cost exceptions and/or assumptions to be considered, vendors **must** provide the specific language that is being proposed in **Attachment J**.

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

D. **Do not restate** the technical exceptions and/or assumptions on this form.

E. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of RFQ response submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

**9.5 PART III – CONFIDENTIAL FINANCIAL INFORMATION**

9.5.1 The confidential financial information part must include:

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

9.5.1.2 One (1) identical copy.

9.5.2 Format and Content

9.5.2.1 Tab I – Title Page

The title page must include the following:

<b>Part III – Confidential Financial Information</b>	
RFQ Title:	Third-Party Consultants for Energy Services
RFQ:	3153
Vendor Name:	
Address:	

Opening Date:	November 6, 2014
Opening Time:	2:00 PM

9.5.2.2 Tab II – Financial Information and Documentation

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

**9.6 CONFIDENTIALITY OF SOQS**

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

9.6.2 Vendors are required to submit written documentation in accordance with *Attachment A, Confidentiality and Certification of Indemnification* demonstrating the material within the RFQ response marked “confidential” conforms to NRS §333.333, which states “Only specific parts of the RFQ response may be labeled a “trade secret” as defined in NRS §600A.030(5)”. Not conforming to these requirements will cause your RFQ response to be deemed non-compliant and will not be accepted by the State of Nevada.

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

9.6.4 The required CDs must contain the following:

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

A. The electronic files must follow the format and content section for the technical and cost proposal.

B. The CD must be packaged in a case and clearly labeled as follows:

<b>Master CD</b>	
RFQ:	3153
Vendor Name:	
Contents:	Part IA – Technical SOQ
	Part IB – Confidential Technical SOQ
	Part II – Cost Proposal

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

A. This CD **must not** contain any confidential or proprietary information.



- B. The electronic files must follow the format and content section for the redacted versions of the technical and cost proposal.
- C. All electronic files *must* be saved in “PDF” format.
- D. The CD must be packaged in a case and clearly labeled as follows:

<b>Public Records CD</b>	
RFQ:	3153
Vendor Name:	
Contents:	Part IA – Technical SOQ for Public Records Request
	Part II – Cost Proposal for Public Records Request

- 9.6.5 The Public Records submitted on the CD will be posted to the Purchasing Website upon the Notice of Award.
- 9.6.6 It is the vendor’s responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation.
- 9.6.7 Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by release of said information.

**9.7 RFQ RESPONSE PACKAGING**

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

<b>Gail Burchett State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701</b>	
<b>RFQ:</b>	3153
<b>OPENING DATE:</b>	November 6, 2014
<b>OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	Third-Party Consultants for Energy Services
<b>VENDOR’S NAME:</b>	

- 9.7.3 RFQ responses *must be received at the address referenced below no later than the date and time specified in Section 8, RFQ Timeline.* RFQ responses that do

not arrive by the scheduled opening date and time *will not be accepted*. Vendors may submit their RFQ response any time prior to the above stated deadline.

9.7.4 The State will not be held responsible for RFQ response envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone responses will NOT be considered; however, at the State’s discretion, the RFQ response may be submitted all or in part on electronic media, as requested within the RFQ document. RFQ responses may be modified by facsimile, e-mail or written notice provided such notice is received prior to the scheduled opening date and time.

9.7.5 The technical SOQ shall be submitted to the State in a sealed package and be clearly marked as follows:

<b>Gail Burchett State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701</b>	
<b>RFQ:</b>	3153
<b>RFQ COMPONENT:</b>	Part I A – Technical SOQ
<b>OPENING DATE:</b>	November 6, 2014
<b>OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	Third-Party Consultants for Energy Services
<b>VENDOR’S NAME:</b>	

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

<b>Gail Burchett State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701</b>	
<b>RFQ:</b>	3153
<b>RFQ COMPONENT:</b>	Part I B – Confidential Technical SOQ
<b>OPENING DATE:</b>	November 6, 2014
<b>OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	Third-Party Consultants for Energy Services
<b>VENDOR’S NAME:</b>	

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

<b>Gail Burchett State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701</b>	
<b>RFQ:</b>	3153
<b>RFQ COMPONENT:</b>	Part II – Cost Proposal
<b>OPENING DATE:</b>	November 6, 2014
<b>OPENING TIME:</b>	2:00 PM

<b>FOR:</b>	Third-Party Consultants for Energy Services
<b>VENDOR'S NAME:</b>	

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

<b>Gail Burchett State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701</b>	
<b>RFQ:</b>	3153
<b>RFQ COMPONENT:</b>	Part III – Confidential Financial Information
<b>OPENING DATE:</b>	November 6, 2014
<b>OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	Third-Party Consultants for Energy Services
<b>VENDOR'S NAME:</b>	

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

<b>Gail Burchett State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701</b>	
<b>RFQ:</b>	3153
<b>RFQ COMPONENT:</b>	CDs
<b>OPENING DATE:</b>	November 6, 2014
<b>OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	Third-Party Consultants for Energy Services
<b>VENDOR'S NAME:</b>	

## 10. RFQ RESPONSE EVALUATION AND AWARD PROCESS

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

- 10.1** General Minimum Qualifications shall be evaluated on a pass/fail basis. Only vendors who meet the General Minimum Qualifications will have their Technical SOQs considered.
- 10.2** Technical SOQs shall be consistently evaluated and scored in accordance with NRS §333.335 based upon the following criteria listed below:
- 10.2.1 Demonstrated competence
  - 10.2.2 Experience in performance of comparable engagements
  - 10.2.3 Conformance with the terms of this RFQ
  - 10.2.4 Expertise and availability of key personnel

### 10.2.5 Cost

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

RFQ responses shall be kept confidential until a contract is awarded.

- 10.3** The State may also contact the references provided in response to *Section 4.3, Business 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 an RFQ response; and seek and review any other information deemed pertinent to the evaluation process.
- 10.4** Each vendor must include in its RFQ response a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any RFQ response. The State reserves the right to reject any RFQ response based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS 333.335.
- 10.5** Clarification discussions may, at the State's sole option, be conducted with vendors who submit RFQ responses 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 RFQ responses. 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 RFQ responses submitted by competing vendors. Any modifications made to the original RFQ response during the best and final negotiations will be included as part of the contract.
- 10.6** 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 RFQ.
- 10.7** Any contract resulting from this RFQ shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

## 11. TERMS AND CONDITIONS

### 11.1 PROCUREMENT AND SOQ TERMS AND CONDITIONS

*The information in this section does not need to be returned with the vendor's RFQ response. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on **Attachment B, Technical Certification of Compliance**. In order for any*

exceptions and/or assumptions to be considered they **MUST** be documented in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the SOQ submission deadline.

- 11.1.1 This procurement is being conducted in accordance with NRS Chapter 333, NRS Chapter 333A and NAC Chapter 333.
- 11.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFQ, or to withdraw this RFQ, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 11.1.3 The State reserves the right to waive informalities and minor irregularities in RFQ responses received.
- 11.1.4 For ease of responding to the RFQ, vendors are encouraged to download the RFQ from the Purchasing Division's website at <http://purchasing.state.nv.us>.
- 11.1.5 The failure to separately package and clearly mark **Part I B and Part III** – which contains confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 11.1.6 RFQ responses 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 an RFQ response non-responsive.
- 11.1.7 The State reserves the right to reject any or all RFQ responses received prior to contract award (NRS 333.350).
- 11.1.8 The State shall not be obligated to accept the lowest priced RFQ response, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS 333.335).
- 11.1.9 Any irregularities or lack of clarity in the RFQ should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 11.1.10 Descriptions on how any and all services and/or equipment will be used to meet the requirements of this RFQ shall be given, in detail, along with any additional informational documents that are appropriately marked.
- 11.1.11 Alterations, modifications or variations to an RFQ response may not be considered unless authorized by the RFQ or by addendum or amendment.
- 11.1.12 RFQ responses which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

- 11.1.13 RFQ responses from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter 281 and NRS Chapter 284.
- 11.1.14 SOQs may be withdrawn by written or facsimile notice received prior to the SOQ opening time. Withdrawals received after the SOQ opening time will not be considered except as authorized by NRS 333.350(3).
- 11.1.15 Prices offered by vendors in their SOQs 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 SOQ in response to this RFQ. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their SOQ.
- 11.1.16 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the RFQ response or any other such expenses incurred by the vendor in responding to the RFQ, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 11.1.17 RFQ responses submitted per the submission requirements become the property of the State, selection or rejection does not affect this right; RFQ responses will be returned only at the State's option and at the vendor's request and expense. The masters of the technical SOQ, confidential technical SOQ, cost proposal and confidential financial information of each response shall be retained for official files.
- 11.1.18 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 11.1.19 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and Chapter 333 of the Nevada Administrative Code.

## 11.2 CONTRACT TERMS AND CONDITIONS

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

- 11.2.1 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFQ, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 11.2.2 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to

this RFQ. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

- 11.2.3 The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.
- 11.2.4 **Attachment B and Attachment J** of this RFQ shall constitute an agreement to **all** terms and conditions specified in the RFQ, 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 SOQ submission, the State will not consider any additional exceptions and/or assumptions during negotiations.
- 11.2.5 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties will consist of the RFQ together with any modifications thereto, and the awarded vendor's response, 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 RFQ response, the RFQ, and the awarded vendor's response. Specific exceptions to this general rule may be noted in the final executed contract.
- 11.2.6 Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFQ and any local government may join or use any contract resulting from this RFQ 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 RFQ.
- 11.2.7 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
- 11.2.8 Pursuant to NRS 613 in connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

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

## 11.3 PROJECT TERMS AND CONDITIONS

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

### 11.3.1 Award of Related Contracts

11.3.1.1 The State may undertake or award supplemental contracts for work related to this project or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors and the State in all cases.

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

### 11.3.2 State Owned Property

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

### 11.3.3 Inspection/Acceptance of Work

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

### 11.3.4 Travel

All travel expenses will be at the vendor's expense.

### 11.3.5 Right to Publish

11.3.5.1 All requests for the publication or release of any information pertaining to this RFQ and any subsequent contract must be in writing and sent to the State Purchasing Administrator or designee.

11.3.5.2 No announcement concerning the award of a contract as a result of this RFQ can be made without prior written approval of the State Purchasing Administrator or designee.

11.3.5.3 As a result of the selection of the contractor to supply the requested services, the State is neither endorsing nor suggesting the contractor is the best or only solution.



- 11.3.5.4 The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with the specific advance written authorization of the State Purchasing Administrator or designee.
- 11.3.5.5 Throughout the term of the contract, the contractor must secure the written approval of the State per **Section 11.3.5.2** prior to the release of any information pertaining to work or activities covered by the contract.

## 12. SUBMISSION CHECKLIST

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

<b>Part I A– Technical SOQ Submission Requirements</b>		<b>Completed</b>
Required number of the Technical SOQ per submission requirements		
Tab I	Title Page	
Tab II	Table of Contents	
Tab III	Vendor Information Sheet	
Tab IV	State Documents	
Tab V	Attachment B – Technical Certification of Compliance with Terms and Conditions of RFQ	
Tab VI	Section 3.2 – General Minimum Qualifications	
Tab VII	Section 3.3 – Technical Minimum Qualifications	
Tab VIII	Section 4 – Company Background and References	
Tab IX	Attachment G – Proposed Staff Resumes	
Tab X	Other Information Material	
<b>Part I B – Confidential Technical SOQ Submission Requirements</b>		
Required number of the Confidential Technical SOQ per submission requirements		
Tab I	Title Page	
Tabs	Appropriate tabs and information that cross reference back to the technical SOQ	
<b>Part II – Cost Proposal Submission Requirements</b>		
Required number of Cost Proposals per submission requirements		
Tab I	Title Page	
Tab II	Cost Proposal	
Tab III	Attachment J - Cost Proposal Certification of Compliance with Terms and Conditions of RFQ	
<b>Part III – Confidential Financial Submission Requirements</b>		
Required number of Confidential Financial Information per submission requirements		
Tab I	Title Page	
Tab II	Financial Information and Documentation	
<b>CDs Required</b>		
One (1)	Master CD with the Technical SOQ, Confidential Technical SOQ and Cost Proposal contents only	
One (1)	Public Records CD with the Technical SOQ and Cost Proposal contents only	
<b>Reference Questionnaire Reminders</b>		
Send out Reference Forms for Vendor (with Part A completed)		
Send out Reference Forms for proposed Subcontractors (with Part A completed, if applicable)		

**ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION**

Submitted SOQs, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted SOQ is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the SOQ may be labeled a “trade secret” as defined in NRS 600A.030(5). All SOQs 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 RFQ, vendors are requested to submit confidential information in separate binders marked “**Part I B Confidential Technical**” and “**Part III Confidential Financial**”.

The State will not be responsible for any information contained within the SOQ. Should vendors not comply with the labeling and packing requirements, SOQs will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted SOQs 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 SOQ contains Confidential Information, Trade Secrets and/or Proprietary information as defined in *Section 2 “ACRONYMS/DEFINITIONS.”*

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

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

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

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

<b>This document must be submitted in Tab IV of vendor’s technical proposal</b>
---

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

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

YES \_\_\_\_\_ I agree to comply with the terms and conditions specified in this RFQ.

NO \_\_\_\_\_ I do not agree to comply with the terms and conditions specified in this RFQ.

If the exception and/or assumption require a change in the terms in any section of the RFQ, 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 SOQ submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

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

**EXCEPTION SUMMARY FORM**

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

**ASSUMPTION SUMMARY FORM**

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

This document must be submitted in Tab V of vendor's technical SOQ

## 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 SOQ 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 SOQ 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 cost proposals and SOQs must be made in good faith and without collusion.
- (6) All conditions and provisions of this RFQ are deemed to be accepted by the vendor and incorporated by reference in the SOQ, except such conditions and provisions that the vendor expressly excludes in the SOQ. Any exclusion must be in writing and included in the SOQ 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 RFQ. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a SOQ in response to this RFQ, 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 SOQ. 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 SOQ are material and important, and will be relied on by the State in evaluation of the SOQ. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the SOQ.
- (12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

---

Vendor Company Name

---

Vendor Signature

---

Print Name

---

Date

<b>This document must be submitted in Tab IV of vendor's technical SOQ</b>
--

## ATTACHMENT D – CONTRACT FORM

The following State Contract Form is provided as a courtesy to vendors interested in responding to this RFQ. 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 SOQ.

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

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



Contract Form.doc

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

*If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at [srvpurch@admin.nv.gov](mailto:srvpurch@admin.nv.gov) for an emailed copy.*

## ATTACHMENT E – INSURANCE SCHEDULE FOR RFQ 3153

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

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



Attachment E  
Insurance.doc

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

*If you are unable to access the above inserted file  
once you have doubled clicked on the icon,  
please contact Nevada State Purchasing at  
[srvpurch@admin.nv.gov](mailto:srvpurch@admin.nv.gov) for an emailed copy.*

## ATTACHMENT F – REFERENCE QUESTIONNAIRE

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

<b>INSTRUCTIONS TO PROPOSING VENDOR</b>	
1.	Proposing vendor or vendor’s proposed subcontractor <b>MUST</b> complete Part A 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.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:  <div style="text-align: center;"> <p>State of Nevada, Purchasing Division            Subject:     <b>RFQ 3153</b>            Attention:   <b>Purchasing Division</b>            Email:        <a href="mailto:RFPdocs@admin.nv.gov">RFPdocs@admin.nv.gov</a>            Fax:           775-684-0188</p> </div> <p>Please reference the RFQ number in the subject line of the email or on the fax.</p>
4.	The completed Reference Questionnaire <b>MUST</b> be received <i><b>no later than 4:30 PM PT 11/05/14</b></i>
5.	Business references are <b>NOT</b> to return the Reference Questionnaire to the Proposer (Vendor).
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFQ cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor’s score in the evaluation process.



RFQ Reference Form  
- 10-09-12.doc

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

*If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at [srvpurch@admin.nv.gov](mailto:srvpurch@admin.nv.gov) for an emailed copy.*



## ATTACHMENT G – PROPOSED STAFF RESUME

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



Proposed Staff  
Resume.doc

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

*If you are unable to access the above inserted file  
once you have doubled clicked on the icon,  
please contact Nevada State Purchasing at  
[srvpurch@admin.nv.gov](mailto:srvpurch@admin.nv.gov) for an emailed copy.*

## ATTACHMENT H – STATE OF NEVADA REGISTRATION SUBSTITUTE IRS FORM W-9

The completed form must be included in *Tab II, Financial Information and Documentation* of the *Part III – Confidential Financial Information* proposal submittal.



KTLVEN-05  
Registration.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  
[svrpurch@admin.nv.gov](mailto:svrpurch@admin.nv.gov) for an emailed copy.*

## ATTACHMENT I – COST SCHEDULE



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

**ATTACHMENT J – COST PROPOSAL CERTIFICATION OF COMPLIANCE  
WITH TERMS AND CONDITIONS OF RFQ**

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

YES \_\_\_\_\_ I agree to comply with the terms and conditions specified in this RFQ.

NO \_\_\_\_\_ I do not agree to comply with the terms and conditions specified in this RFQ.

If the exception and/or assumption require a change in the terms in any section of the RFQ, 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 SOQ 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 #	RFQ SECTION NUMBER	RFQ PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

**ASSUMPTION SUMMARY FORM**

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

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

## ATTACHMENT K – THIRD-PARTY CONFLICT OF INTEREST



Attachment K Third  
Party Conflict of Inter

*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.*