



The State of Nevada
Department of Administration, Purchasing Division

In conjunction with



Request for Proposals

Nevada Solicitation Number 3407

**NASPO ValuePoint Master Agreement for
Security & Fire Protection Services**

Release Date: March 22, 2017

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RFP Administrative Information

RFP Title:	Security & Fire Protection Services
RFP Project Description: (See Section 1.1)	The State of Nevada, in conjunction with NASPO ValuePoint, is seeking vendors to provide Security & Fire Protection Services and related equipment.
RFP Lead: (See Section 1.2)	Ronda Miller Nevada State Purchasing 515 E. Musser St, Rm 300 Carson City, NV 89701 E-mail: rlmiller@admin.nv.gov Phone: 775-684-0182
Submit sealed proposal (if submitting manually): MANUAL PROPOSALS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY THE NEVADA DIVISION OF PURCHASING PRIOR TO THE CLOSING DATE AND TIME.	Address for Courier: 515 E. Musser St, Rm 300 Carson City, NV 89701 Address for US Mail: 515 E. Musser St, Rm 300 Carson City, NV 89701
1 st Set of Questions Deadline: 2 nd Set of Question Deadline: (See Section 1.3 and 2.1)	April 4, 2017 @ 12:00 p.m. April 20, 2017 @ 12:00 p.m.
Question & Answers: (See Section 2.1)	All questions, including those about Terms and Conditions, must be submitted on the following webpage http://purchasing.nv.gov . Question must be submitted by the question deadline date
RFP Closing Date: (See Section 1.3)	May 23, 2017
RFP Closing Time:	2:00 p.m. Pacific Time
Initial Term of Contract and Renewals: (See <i>Attachment A</i> , Section 3)	The initial term of the Contract will be two (2) years with the option, upon mutual written agreement, for three (3) additional years. Upon mutual agreement, the contract may be extended or amended.
TAKE NOTE OF THE 0.25% NASPO VALUEPOINT ADMINISTRATIVE FEE DETAILED IN SECTION 6 OF THE NASPO VALUEPOINT STANDARD TERMS AND CONDITIONS, WHICH MUST BE INCORPORATED INTO YOUR BASE PRICE. OTHER STATES, MAY NEGOTIATE ADDITIONAL ADMINISTRATIVE FEES IN THEIR PARTICIPATING ADDENDA FOLLOWING AWARD OF A MASTER AGREEMENT.	

REQUEST FOR PROPOSAL Security & Fire Protection Services

Solicitation # 3407

Section 1: NASPO ValuePoint Solicitation - General Information

1.1. Purpose

The State of Nevada, Purchasing Division (Lead State) is requesting proposals for Security & Fire Protection Services in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposals (RFP) is to establish Master Agreements with qualified offerors to provide Security & Fire Protection Services and related equipment for all Participating States. The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the master agreement shall be two (2) years with renewal provisions as outlined in Section 3 of the NASPO ValuePoint Master Terms and Conditions (*Attachment A*).

It is anticipated that this RFP may result in Master Agreement awards to multiple contractors, in the Lead State's discretion.

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.

1.2. Lead State, Solicitation Number and Lead State Contract Administrator

The State of Nevada Purchasing Division is the Lead State and issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation #3407. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

The Lead State Contract Administrator identified below is the single point of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the

resulting Master Agreement. The Lead State Contract Administrator designated by the State of Nevada Purchasing Division is:

Ronda Miller, Purchasing Officer II
State of Nevada, Purchasing Division
515 E. Musser St., Rm 300
Carson City, NV 89701
rmiller@admin.nv.gov
775-684-0182 775-684-0188

1.3 Schedule of Events

Solicitation Release:	March 21, 2017
1 st Set of Questions Deadline:	April 4, 2017 @ 12:00 pm
Responses Available on or about:	April 13, 2017
2 nd Set of Question Deadline:	April 20, 2017 @ 12:00 pm
Responses Available on or about:	April 26, 2017
Closing Date and Time:	May 23, 2017 at 2:00 p.m.)
Anticipated Award Date:	June 23, 2017

All times are Pacific Standard Time (PST) unless indicated otherwise.

1.4. Definitions

The following definitions apply to this solicitation. *Attachment A* also contains definitions of terms used in this solicitation and the NASPO ValuePoint Master Agreement Terms and Conditions.

Lead State means the State conducting this cooperative procurement, evaluation, and award.

Offeror means the company or firm who submits a proposal in response to this Request for Proposal.

Proposer has the same meaning as Offeror.

Proposal means the official written response submitted by an Offeror in response to this Request for Proposal.

"Request for Proposals" or "RFP" means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.

Vendor has the same meaning as Offeror.

1.5. NASPO ValuePoint Background Information

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. 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. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites www.naspovaluepoint.org and www.naspo.org.

1.6. Participating States

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement: Hawaii, Idaho, Maine, Montana, North Dakota, Ohio, Oklahoma, South Carolina. Other entities may become Participating Entities after award of the Master Agreement. Some States may have included special or unique terms and conditions for their state that will govern their state Participating Addendum. These terms and conditions are being provided as a courtesy to proposers to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the Master Agreement. The Lead State will not address questions or concerns or negotiate other States' terms and conditions. The Participating States shall negotiate these terms and conditions directly with the supplier. State-specific terms and conditions are included in *Attachment J*.

1.7. Anticipated Usage

The historical three (3) year usage data from the current contracts are:

- Fire Services = \$242,402.99
- Security Services = \$41,484,096.88

No minimum or maximum level of sales volume is guaranteed or implied.

Section 2: Solicitation Requirements, Information and Instructions to Offerors

2.1 RFP Question and Answer Process

All questions must be submitted on the following website <http://purchasing.nv.gov>. Question must be submitted by the question deadline date and time shown in Section 1.3 (Schedule of Events). Answers will be posted to <http://purchasing.nv.gov/solicitations/> per Section 1.3 of this RFP.

The Lead State may refuse to answer questions received after the Question/Answer deadline.

The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, so Offerors are cautioned about including context in questions that may reveal the source of questions.

2.2 RFP Addenda

Formal changes to this RFP including but not limited to contractual terms and procurement requirements shall only be changed via formal written addenda issued by the Lead State.

The Lead State accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the <http://purchasing.nv.gov/solicitations/> to obtain RFP addenda or other information relating to the RFP.

2.3 Questions and Answers

The RFP Question Submittal Form is located on the Solicitation Opportunities webpage at <http://purchasing.nv.gov>. Select the Solicitation Status, Questions dropdown and then scroll to the RFP number and the “Question” link.

The deadline for submitting questions is as specified in the RFP Timeline.

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 the Timeline.

2.4 Proposal Due Date

Proposals must be received by the posted Closing date and time as described in the Schedule of Events in Section 1.3 of this RFP. Proposals received after the deadline will be late and rejected.

2.5 Cancellation of Procurement

This RFP may be canceled at any time prior to award of the Master Agreement(s) if the Lead State determines such action to be in the collective best interests of Participating States.

2.6 Governing Laws and Regulations

This procurement is conducted by the Lead State Purchasing Division, in accordance with the Lead State Procurement Code. These are available at <http://purchasing.nv.gov>.

This procurement shall be governed by the regulations and laws of the Lead State. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in Nevada. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in section 35 of the NASPO ValuePoint Master Agreement Terms and Conditions in *Attachment A*.

2.7 Firm Offers

Responses to this RFP, including proposed costs, will be considered firm for (180) days after the proposal due date.

2.8 Right to Accept All or Portion of Proposal

Unless otherwise specified in the solicitation, the Lead State may accept any item or combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the Offeror so restricts its Proposal, the Lead State may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the Lead State and the NASPO ValuePoint program. The Lead State may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

2.9 Proposal Content and Format Requirements

Proposals must be detailed and concise. Each Proposal must be labeled and organized in a manner that is congruent with the requirements and terminology used in this RFP and must include a point by point response, structured in form and reference to the RFP, addressing all requirements and the Scope of Work elements. Do not submit company literature, brochures and marketing materials.

2.10 Proposal Submission Instructions

Proposals must be received by the posted Closing date and time. Proposals received after the deadline will be late and rejected.

2.11 Required Format

2.11.1 General Submission Requirements

Vendors must submit their Proposals on one (1) flash drive in accordance with the instructions below:

- The flash drive should consist of a maximum of four (4) PDF files. They are Technical Proposal, Confidential Technical (if applicable), Cost Proposal and Confidential Financial.
- Vendors' proposals must be submitted in counterparts; therefore, vendors must pay close attention to the submission requirements.
- Proposals will have a technical response, which may be composed of two (2) parts in the event a vendor determines that a portion of their technical response qualifies as "confidential" as defined by the following:
 - 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).
- If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with Section 2.11.3, Part I B – Confidential Technical and Section 2.11.5, Part III Confidential Financial Information.
- The remaining section is Part II - Cost Proposal.
- Detailed instructions on proposal submission and packaging follows and vendors must submit their proposals as identified in the following sections. Proposals that do not comply with the following requirements may be deemed non-responsive and rejected at the State's discretion.
- Each section within the technical proposal and cost proposal must be separated with the appropriate section number and title as specified.
- 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.

- For ease of evaluation, the proposal must be presented in a format that corresponds to and references sections outlined within this RFP and must be presented in the same order. Written responses must be in bold/italics and placed immediately following the applicable RFP question, statement and/or section. Exceptions/assumptions to this may be considered during the evaluation process.
- 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 colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 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.
- Any vendor who believes there are irregularities or lack of clarity in the RFP or proposal requirements or specifications are unnecessarily restrictive or limit competition must notify the Purchasing Division, in writing, as soon as possible, so that corrective addenda may be furnished by the Purchasing Division in a timely manner to all proposers.
- If a vendor changes any material RFP language, vendor's response may be deemed non-responsive per NRS 333.311.
- The vendor understands and acknowledges that the representations made in its proposal are material and important, and will be relied on by the Purchasing Division in its evaluation of a Proposal. Any misrepresentation by a vendor shall be treated as fraudulent concealment from the Purchasing Division of the true facts relating to the Proposal.

2.11.2 PART I A – TECHNICAL PROPOSAL

The Technical Proposal must not include cost and/or pricing information. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.

- Vendors must provide one (1) PDF Technical Proposal file that includes the following Format and Content:

Section I — Table of Contents

An accurate and updated table of contents must be provided.

Section II – 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 section.

Section III – State Documents

The State documents tab must include the following:

- The signature page from all amendments with an original signature by an individual authorized to bind the organization.
- *Attachment E* – Confidentiality and Certification of Indemnification/Technical Proposal Certification of Compliance with T&C of RFP with an original signature by an individual authorized to bind the organization.
- *Attachment F* – Vendor Certifications with an original signature by an individual authorized to bind the organization.
- Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.
- Copies of applicable certifications and/or licenses.

Section IV - Section 3 – Scope of Work

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

Section V– Section 4 – Company Background and References

Vendors must place their written response(s) in bold/italics immediately

following the applicable RFP question, statement and/or section. This section must also include the requested information in Subcontractor Information, if applicable.

Section VI – Other Informational Material

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

2.11.3 PART IB – CONFIDENTIAL TECHNICAL PROPOSAL

- Vendors only need to submit Part IB if the proposal includes any confidential technical information (Refer to *Attachment E*, Confidentiality and Certification of Indemnification/Technical Proposal Certification of Compliance with T&C of RFP).
- If needed, Vendors must provide one (1) PDF Confidential Technical Proposal file that includes the following Format and Content:

Section I – Confidential Technical

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

2.11.4 PART II – COST PROPOSAL

- Vendors must provide one (1) PDF Cost Proposal file.
- 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”.

Section I – Cost Proposal

- Vendor’s response for the cost proposal must be included in this section.
- Vendor must submit separate cost sheets for each category proposing.

2.11.5 PART III – CONFIDENTIAL FINANCIAL INFORMATION

- If needed, Vendors must provide one (1) PDF Confidential Financial Information file that includes the following Format and Content:

Section I –Financial Information and Documentation

Vendors must place the information required per Section 4 ~ Mandatory Minimum Administrative Proposal Requirements in this section.

2.11.6 PROPOSAL PACKAGING

- Vendors must submit their Proposals on one (1) flash drive in one (1) sealed package or envelope in accordance with the instructions below.

Ronda Miller, Purchasing Officer II State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3407
OPENING DATE:	May 23, 2017
OPENING TIME:	2:00 PM
FOR:	Security & Fire Protection Services
VENDOR'S NAME:	

- Proposals must be received at the address referenced in the RFP Administrative Information Section no later than the date and time specified in the RFP Timeline. Proposals that do not arrive by proposal opening time and date will not be accepted. Vendors may submit their proposal any time prior to the above stated deadline.
- The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared.

2.12 Ownership or Disposition of Proposals and other Materials submitted

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.

2.13 Confidential or Proprietary Information

- As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.
- Vendors are required to submit written documentation in accordance with Attachment E, Confidentiality and Certification of Indemnification/Technical Proposal Certification of Compliance with T&C of RFP 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.
- Vendors acknowledge that material not marked as "confidential" will become public record upon contract award.
- 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.

- 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.

2.14 Offeror Exceptions to Terms and Conditions

The Lead State discourages exceptions to contract terms and conditions in the RFP, attached Participating Entity terms and conditions (if any), and the NASPO ValuePoint Master Agreement Terms and Conditions. Exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Lead State (and its evaluation team), the proposal appears to be conditioned on the exception or correction of what is deemed to be a deficiency or unacceptable exception would require a substantial proposal rewrite to correct. Any exceptions to the cost schedule will not be accepted.

Offerors should identify or seek to clarify any problems with contract language or any other document contained within this RFP through their written inquiries about the RFP using the process in Section 2.1.

Moreover, Offerors are cautioned that award may be made on receipt of initial proposals without clarification or an opportunity for discussion, and the nature of exceptions would be evaluated. Further, the nature of exceptions will be considered in the competitive range determination if one is conducted. In the sole discretion of the Lead State, Exceptions may be evaluated to determine: the extent to which the alternative language or approach poses unreasonable, additional risk to the state; is judged to inhibit achieving the objectives of the RFP; or whose ambiguity makes evaluation difficult and a fair resolution (available to all offerors) impractical given the timeframe for the RFP. Exceptions may result in a Proposal being rejected as nonresponsive and the Lead State is under no obligation to consider exceptions.

2.15 Certification of Non-Debarment

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

Does any of the above apply to your company?

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

Question	Response
Date of alleged contract	

Question	Response	
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:		

Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor’s prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. Refer generally to NRS 333.335.

The Offeror certifies that neither the Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Offeror cannot certify this statement, attach a written explanation for review by the Lead State.

Section 3: Evaluation and Award

3.1 Right to Waive Minor Irregularities

The Lead State in its sole discretion reserves the right to waive minor irregularities in the Proposal, which include but are not limited to corrections of deficiencies or clarification of ambiguities that in the judgment of the Lead State do not require a comprehensive proposal rewrite. The Lead State also reserves the right in its sole discretion to waive certain mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and the failure to do so does not materially affect the procurement.

3.2 Discussions with Offerors

In the initial phase of the evaluation process, the Lead State will review all proposals timely received. Unacceptable proposals (non-responsive proposals not conforming to RFP requirements) will be eliminated from further consideration.

The Lead State reserves the right to award on receipt of initial proposals without an opportunity

for discussion or proposal revision, so Offerors are encouraged to submit their most favorable proposal at the time established for receipt of proposals. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

3.3 Award of Master Agreement(s)

Award shall be made to the offeror(s) whose proposal is the most advantageous to the State of Nevada and NASPO ValuePoint, taking into consideration price and the other evaluation factors set forth in this request for proposals.

Upon award of contracts, proposal files are public records and available for review at the offices of the Lead State by appointment.

3.4 Evaluation Process

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

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

- Demonstrated competence
- Experience in performance of comparable engagements
- Conformance with the terms of this RFP
- Reporting
- Cost

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

Proposals shall be kept confidential until a contract is awarded.

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).

Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable.

Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. Refer generally to NRS 333.335.

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.

3.5 Notice of Intent to Award

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.

3.6 Protest

Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and Chapter 333 of the Nevada Administrative Code.

3.7 Post Award Formalization of the Master Agreement

The Lead State reserves the right during contract negotiation of the Master Agreement to adjust terms and conditions that would not (in the Lead State's judgment) have a material effect on price, schedule, scope of work, or risk to the Lead State and Participating States, with materiality defined in terms of the effect on the evaluation and award. The Lead State reserves the right to accept contract or pricing changes that are more favorable to the Lead State and NASPO ValuePoint.

If no Master Agreement is reached with the apparent awardee, the Lead State may negotiate with other Offerors or elect to make no award under this RFP.

Section 4: Administrative and Technical Response Requirements

4.1 Mandatory Minimum Administrative Proposal Requirements

This section contains the minimum requirements that must be met in order to be considered for the evaluation phase. All of the items described in this section are non-negotiable. All Offerors must state willingness and demonstrate ability to satisfy these requirements in the proposal submitted for consideration.

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.

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

Financial information and documentation to be included in Section 2.11.5, Part III – Confidential Financial Information.

- Dun and Bradstreet Number
- Federal Tax Identification Number
- The last two (2) years and current year interim:
 - Profit and Loss Statement
 - Balance Statement

4.2 NASPO ValuePoint Master Agreement Statement of Compliance

NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Entity's Participating Addendum.

The Master Agreement will include, but not be limited to, the NASPO ValuePoint Standard Terms and Conditions in **Attachment A** and Lead State specific terms and conditions required to execute a master agreement, the scope of work (**Attachment B**) and selected portions of the Offeror's Proposal.

This section highlights particular terms and conditions of NASPO ValuePoint Master Agreement Terms and Conditions, although Offerors will be bound to all the terms and conditions when executing a Master Agreement as shown in **Attachment A**. Offerors must include a statement in their Proposal that they have read and understand all of the terms and conditions as shown in the Master Agreement (**Attachment A**).

4.2.a Insurance

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 21 of the NASPO ValuePoint Master Agreement Terms and Conditions. Describe your insurance or plans to obtain insurance satisfying the requirements in Section 21.

4.2.b NASPO ValuePoint Administrative Fee and Reporting Requirements

To be eligible for award, the Offeror agrees to pay a NASPO ValuePoint administrative fee as specified in Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage reporting requirements are prescribed by Section 7 of NASPO ValuePoint Master Agreement Terms and Conditions.

Offerors shall identify the person responsible for providing the mandatory usage reports. This information must be kept current during the contract period. Contractor will be required to provide reporting contact within 15 days of Master Agreement execution.

4.2.c NASPO ValuePoint eMarket Center

To be eligible for award, the Offeror agrees, by submission of a Proposal, to cooperate with NASPO ValuePoint and SciQuest (doing business as JAGGAER) (and any authorized agent or successor entity to JAGGAER) to integrate its presence in the NASPO ValuePoint eMarket Center either through an electronic catalog (hosted or punchout site) or unique ordering instructions. Refer to *Attachment A*, Section 9, NASPO ValuePoint Master Agreement Terms and Conditions for the prescribed requirements.

Those terms and conditions require as a minimum that the Offeror agrees to participate in development of ordering instructions. Proposer shall respond how they can support the eMarket Center in the Proposal through either a hosted catalog or punchout solution.

4.3 Participating State Terms and Conditions

As a courtesy to Offerors, some Participating State specific Terms and Conditions are provided in Attachments to this solicitation. These are for informational purposes only and will be negotiated with other Participating States after award of the Master Agreement. Each State reserves the right to negotiate additional terms and conditions in its Participating Addendums. Offerors shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a Participating Addendum.

4.4 Technical Requirements

This section contains technical requirements pertaining to the Security & Fire Protection Services. Other sections of this RFP contain additional requirements that must be met in order to be considered responsive. Offerors must identify in their Proposal how their company meets (or exceeds) all requirements listed in Section 4 of this RFP solicitation.

4.4.1 Offeror Profile

Provide the following information specific to your company:

- a. Your company's full legal name
- b. Primary business address
- c. Describe your company ownership structure
- d. Employee size (number of employees)
- e. Website
- f. Sales contact information
- g. Your client retention rate during the past 3 years
- h. A brief history of your company and the year it was founded
- i. Describe your company's growth during the past three years.

4.4.1a Subcontractor Information

Does this proposal include the use of subcontractors?

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

If "Yes", vendor must:

Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.

If any tasks are to be completed by subcontractor(s), vendors must:

- Describe the relevant contractual arrangements;
- Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and
- Describe your previous experience with subcontractor(s).
- Vendors must describe the methodology, processes and tools utilized for:
- Selecting and qualifying appropriate subcontractors for the project/contract;
- Ensuring subcontractor compliance with the overall performance objectives for the project;

- Ensuring that subcontractor deliverables meet the quality objectives of the project/contract; and
- 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.

Provide the same information for any proposed subcontractors as requested in Section 4.5.1, Offeror Information.

Business references as specified in Section 4.5.1b, Business References must be provided for any proposed subcontractors.

Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

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 4.5.1a, Subcontractor Information. The vendor must receive agency approval prior to subcontractor commencing work.

No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United States or by means, methods, or communications that, in whole or in part, take place offshore of the United States.

4.4.1b Business References

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.

Vendors must provide the following information for every business reference provided by the vendor and/or subcontractor:

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

Reference #:			
Company Name:			
<i>Identify role company will have for this RFP project (Check appropriate role below):</i>			
	VENDOR		SUBCONTRACTOR
Project Name:			
Primary Contact Information			

Name:	
Street Address:	
City, State, Zip:	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Alternate Contact Information	
Name:	
Street Address:	
City, State, Zip:	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Project Information	
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	
Original Project/Contract Start Date:	
Original Project/Contract End Date:	
Original Project/Contract Value:	
Final Project/Contract Date:	
Was project/contract completed in time originally allotted, and if not, why not?	
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	

Vendors must also submit *Attachment G, Reference Questionnaire* to the business references that are identified in Section 4.1.5b.

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

It is the vendor’s responsibility to ensure that completed forms are received by the State of Nevada Purchasing Division on or before the deadline as specified in *Section 1.3, Schedule of Events* for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor’s score in the evaluation process.

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

4.4.1c Vendor Staff Resumes

A resume must be completed for the vendor's key personnel responsible for administering the contract resulting from this RFP per *Attachment H, Proposed Staff Resume*.

A. 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 Lead 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:

- A representative of the contractor authorized to bind the company will notify the Lead State in writing of the change in key personnel.
- The Lead State may accept the change of the key personnel by notifying the contractor in writing.
- 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.
- 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.
- If key personnel are replaced, someone with comparable skill and experience level must replace them.
- 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.
- Upon request, the proposed individuals will be made available within five (5) calendar days of such notice for an in-person interview with Lead State staff at no cost to the Lead State.

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

4.4.2 Customer Service

- a. What are your hours of operation and when are key account people available to us?
- b. Describe how problem identification and resolution will be handled.
- c. How will you service our account? Describe the system you will use to manage our account.
- d. How do you respond to customer complaints and service issues?
- e. How do you assess customer satisfaction?
- f. What are your quality assurance measures and how are they handled in your organization.

4.4.3 Scope of Work

- a. Offerors shall demonstrate in their Proposal how they meet or exceed the requirements of each section of the *Scope of Work ~ Attachment B*. Offerors shall show each requirement and its response in their Proposal.
- b. No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United States or by means, methods, or communications that, in whole or in part, take place offshore of the United States.

4.4.4 Promotion of the NASPO ValuePoint Master Agreement

The NASPO ValuePoint Master Agreement Terms and Conditions include program provisions governing participation in the cooperative, reporting and payment of administrative fees, and marketing/education relating to the NASPO ValuePoint cooperative procurement program. In this regard,

- a. Briefly describe how you intend to promote the use of the Master Agreement.

- b. Knowing that state procurement officials (CPO) must permit use of the Master Agreement in their state, how will you integrate the CPO's permission into your plan for promoting the agreement?
- c. Public entities are sensitive to "scope" issues, that is, whether performance is within the intended scope of the solicitation as awarded. In the context of your method of promoting agreements of this nature, how would you clarify any questions regarding the scope the agreement with respect to any potential order?
- d. How will your company manage due dates for administrative fee payments and usage reports?
- e. Through its Cooperative Development Coordinators and Education & Outreach team, NASPO ValuePoint assists Lead States by engaging vendors in strategies aimed at promoting master agreements. What opportunities and/or challenges do you see in working with NASPO ValuePoint staff in this way?

4.4.5 Usage Fee and Reporting Plan

Offerors shall include in their proposal a detailed plan for meeting the usage fee and reporting requirements of NASPO ValuePoint and Participating States. All information within the plan must be kept current, with NASPO ValuePoint and the Lead State Contract Administrator being notified of any changes to the usage fee and reporting plan immediately.

The plan shall include but not be limited to the following components:

- a. Offerors shall identify the person responsible for providing the mandatory usage reports.
- b. Offerors shall identify the method and frequency in which usage data will be collected from authorized distributors.
- c. Offerors shall identify the method in which usage fees will be distributed to NASPO ValuePoint and applicable Participating States.
- d. Offerors shall identify the method in which up to date information will be provided to NASPO ValuePoint and the Lead State Contract Administrator

Section 5: Price and Cost Proposal

Cost proposals will be evaluated independent of the technical evaluation. Cost proposal must be submitted to the Lead State as a separate document in Offerors Proposal. **Do not embed cost proposal in the technical proposal response.**

Offeror shall provide detailed costs for all costs associated with the responsibilities and related services, per *Attachment C ~ Cost*.

Cost for the NASPO ValuePoint Master Agreements shall be based on the following:

Offeror must submit cost, prices and rates as required in Attachment C ~ Cost. No other cost format will be accepted. Prices and rates shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror's performance.

The Lead State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Offeror's or any Subcontractor's employee's wages. The tax rules with respect to other Participating Entities may vary and are expected to be addressed in the Participating Addenda.

5.1 Price and Rate Guarantee Period

All prices and rates offered shall be guaranteed for the initial term of the Master Agreement. Any request for price or rate adjustment following the initial Master Agreement term, is detailed in Section 11 of the NASPO ValuePoint Master Agreement Terms and Conditions.

Attachment A

NASPO ValuePoint Master Agreement Terms and Conditions



RFP 3407
Attachment A NASPO'

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have double clicked on the icon,
please contact Nevada State Purchasing at
svypurch@admin.nv.gov for an emailed copy.*

Attachment B: Scope of Work



RFP 3407
Attachment B SOW Fi

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Attachment C: Cost



Attachment C -
Cost.xlsx

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Attachment D: Vendor Sheet



Attachment D Vendor
Sheet.docx

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Attachment E: Confidentiality & Certification



ATTACHMENT E –
Confidentiality & Certif

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Attachment F: Vendor Certification



ATTACHMENT F
Vendor Certification.doc

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Attachment G: References



Attachment G
References.doc

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Attachment H: Proposed Staff Resumes



Attachment H
Proposed Staff Resum

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Attachment I: Detailed Sales Report Template



NASPO ValuePoint
Detailed Sales Repo

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Attachment J: Additional Participating States T & C's

Hawaii



Hawaii T&Cs.doc

Maine



Maine T&Cs.pdf

Montana



Montana T&Cs.pdf

North Dakota



North Dakota
T&Cs.docx

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