State of Nevada
Purchasing Division

Request for Proposal: 3455
For
UNIFORMED SECURITY GUARDS

Release Date: June 7, 2017
Deadline for Submission and Opening Date and Time: July 5, 2017 @ 2:00 PM

Refer to Section 7, RFP Timeline for the complete RFP schedule

For additional information, please contact:
Annette Morfin, Purchasing Officer
State of Nevada, Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV  89701
Phone: 775-684-0185
Email address: amorfin@admin.nv.gov
(TTY for Deaf and Hard of Hearing: 1-800-326-6868
Ask the relay agent to dial: 1-775-684-0185/V.)

Refer to Section 8 for instructions on submitting proposals
VENDOR INFORMATION SHEET FOR RFP 3455

Vendor Shall:

A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 shall be used for development of the contract;

B) Type or print responses; and

C) Include this Vendor Information Sheet in Section III of the Technical Proposal.

<table>
<thead>
<tr>
<th>V1</th>
<th>Company Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>V2</td>
<td>Street Address</td>
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<tr>
<td>V3</td>
<td>City, State, ZIP</td>
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<tr>
<td>V4</td>
<td>Telephone Number</td>
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<td>V5</td>
<td>Facsimile Number</td>
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<td>V6</td>
<td>Toll Free Number</td>
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<tr>
<td>V7</td>
<td>Contact Person for Questions / Contract Negotiations, including address if different than above</td>
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<tr>
<td>V8</td>
<td>Telephone Number for Contact Person</td>
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<tr>
<td>V9</td>
<td>Facsimile Number for Contact Person</td>
</tr>
<tr>
<td>V10</td>
<td>Name of Individual Authorized to Bind the Organization</td>
</tr>
<tr>
<td>V11</td>
<td>Signature (Individual shall be legally authorized to bind the vendor per NRS 333.337)</td>
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</tbody>
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Signature: [Signature] Date: [Date]
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1. PROJECT OVERVIEW

1.1 The State of Nevada Purchasing Division is seeking proposals from qualified vendors to provide armed and unarmed security guard services, patrol and random marked vehicle stops services statewide on an as needed basis.

1.2 Security guards shall be responsible for the protection of employees, clients, property and equipment. In order to be considered, a qualified vendor’s proposal must meet the requirements of Nevada Revised Statutes (NRS) Chapter 648 and any regulations adopted pursuant thereto, including, without limitation, NRS 648.013, 648.016 and 648.060 and Nevada Administrative Code section 648. All proposals from unqualified vendors shall be rejected.

1.3 This proposal is not subject to a wage determination either Federal or State. The officers are not covered by a Union and there is not a Collective Bargaining Agreement (CBA) in place.

1.4 There will not be an official tour of State facilities. There is no guarantee of what facilities or State agencies will be requiring these services.

1.5 The State may award one (1) or more contracts in conjunction with this RFP, as determined in the best interests of the State. It is the intention of the State to award contract(s) on a statewide basis; however, proposals may be considered regionally (Northern, Southern, Rural). Vendor’s proposal shall identify the geographic region(s) in which services are being offered.

1.6 The services are required Statewide including Northern, Southern and Rural Nevada. Hours and days will vary for each using agency; some services may be on an “as needed” basis. Purchase of services offered through a resultant contract(s) will be at the sole discretion of the individual entities and cannot be guaranteed by the State.

1.6.1 Northern Nevada – Carson City, Reno and Sparks
1.6.2 Southern Nevada – Las Vegas area
1.6.3 Rural Nevada – The rest of the State

1.7 This contract shall be mandatory for State agencies located in geographic regions serviced by the contract. The University and Community College System, the Court System, the Legislative Counsel Bureau, and Political Subdivisions (i.e., cities, counties, school districts, etc.) may use the contract(s) resulting from this RFP; however, they are not required to do so.
1.8 The State Purchasing Division shall administer contract(s) resulting from this RFP. The resulting contract(s) shall be for a contract term of four (4) years, anticipated to begin October 1, 2017, subject to Board of Examiners approval, through September 30, 2021.

2. **SCOPE OF WORK**

2.1 **GENERAL**

2.1.1 Security guards shall establish order and safeguard employees, property and clients while on agency premises;

2.1.2 Security guards shall be familiar with non-violent resolutions to conflict; and

2.1.3 Security guards shall assist in emergency situations, identify conflicts, intervene courteously, defuse potential employee/client problems and perform other security-related functions as required by the using agency.

2.2 **LOCATIONS AND HOURS**

2.2.1 The services are required Statewide including Northern, Southern and Rural Nevada;

2.2.2 Proposing vendors should indicate what services are available in the different areas;

2.2.3 The respective agency and the successful vendor(s) will agree upon the location, days and hours of duty for the security guards; and

2.2.4 The awarded vendor may only bill for Holiday pay if the awarded vendor observes the holiday. If the awarded vendor does not observe a State Observed Holiday, and awarded contractor services are utilized on that State Observed Holiday, the rate of pay will be the Regular Shift Bill Rate per Hour.

2.2.4.1 Proposing vendors shall list their company’s observed holidays in their RFP proposal.

2.3 **SCHEDULE AND DUTIES**

2.3.1 General

Under normal circumstances, the agency liaison will provide the successful vendor(s) with a minimum of 48 hour-notice if any significant changes in service and/or scheduling are required.

2.3.1.1 Safety

A. Perform all necessary services to assure the safety and protection of building occupants.

B. Immediately report potentially hazardous conditions and items in need of repair to the agency liaison.
C. The agency liaison will advise the awarded vendor(s) if communication devices (such as walkie talkies) are required when multiple guards are on duty. Awarded vendors will be responsible for supplying the communication devices (such as walkie talkies) unless the agency decides to supply the devices.

2.3.1.2 Emergency Assistance

A. In the event of an emergency situation, notify the appropriate police jurisdiction immediately and then the agency liaison.

B. Take prescribed action until assistance arrives.

2.3.1.3 Weapons

A. An armed officer is defined as a uniformed security guard who is authorized, trained, show regular proficiency, and will carry a firearm in the course of duty. This is distinguished from an unarmed security guard who will not carry a firearm; however, may carry authorized weapons.

B. The agency liaison will advise the contractor(s) if they require armed or unarmed services.

C. Types of weapons issued to security guards are an agency decision contingent on more restrictive contractor policy and law. To carry any weapons the armed security guard would have to be certified with that particular type of weapon. All weapons must be within acceptable industry standards and the security officer must be authorized, trained, and show regular proficiency. Some examples of weapons may include baton, electronic control device, and oleoresin capsicum.

D. A security guard may carry a locking blade knife for utility purposes only, in a manner approved by the agency. Generally, a locking blade knife will not be considered a weapon.

E. Proposing vendors shall specify if they are providing armed, unarmed, or both armed/unarmed guards in their proposals and show appropriate pricing.

F. If providing armed guards defined under NAC 648.345 – 648.355; vendors shall provide a list of firearms which the guards are authorized to carry and show proof that guards are certified to carry those weapons.
2.3.1.4 Arrest and Detention

Security guards may make citizen arrests or detain individuals who jeopardize the safety of employees, clients and/or property.

2.3.1.5 Reporting

Security guards will prepare daily logs and/or irregularity reports as required by the using agency.

2.4 COST

2.4.1 The State Cost Proposal, *Refer to Attachment G – Cost Schedule,* must outline the definitions and hourly wage for the following items:

2.4.1.1 Regular shift: Regular shifts are pre-scheduled hours as requested by the agency. Regular shifts will not be paid as overtime regardless of the number of hours during a day, week, or pay period. Regular shifts are scheduled at least fourteen (14) days in advance;

2.4.1.2 Overtime: Overtime is a non-scheduled shift, call back, or an extension of a regular shift in which the agency requires the security guard to stay on duty;

2.4.1.3 Holiday shift: Applies to the actual holiday if this holiday is observed by the awarded vendor(s);

2.4.1.4 Special events shift: These shifts are occasional or one-time events requiring additional resources or locations not otherwise associated or scheduled as a regular shift;

2.4.1.5 Emergency shift: The normal timeframe to establish any significant change in service and/or scheduling is 48 hours. Should an agency require security staffing within this 48 hour time-frame, this shall be deemed an “Emergency Shift.” Any scheduled shifts within this 48 hour time-frame from the agency request to the start of the shift may be billed as an “Emergency Shift.”

2.4.1.6 Vehicle patrol; and

2.4.1.7 Random awarded vendor(s) supplied marked-vehicle stops/patrols.

2.4.2 Awarded vendor(s) shall maintain a minimum of four (4) relief guards who are trained and available to work at any agency in the event of special services required, sickness, injury or vacation of a regularly posted guard.

2.4.3 Awarded vendor(s) and the agency will reconcile hours worked. In the event of any dispute regarding hours worked and subsequent charges, the figures of the agency shall prevail.
2.4.3.1 Special consideration will be given to cost proposals that do not exceed the Federal Government, General Services Agreement (GSA) levels. Refer to the GSA Advantage website at www.gsaelibrary.gsa.gov. The actual wages paid to the security guards must not exceed the GSA levels.

2.4.3.2 Cost shall not include travel to the primary location of service.

2.4.3.3 Services involving vehicle patrol shall not include a monthly vehicle rental cost. Vehicle patrols would be on a regular basis.

2.5 BILLING

2.5.1 Contractor(s) will submit monthly invoices for completed work directly to each using agency.

2.5.2 Invoices at a minimum shall include the following:

2.5.2.1 Name of each individual;
2.5.2.2 Number of hours worked during the period;
2.5.2.3 Applicable payment rate;
2.5.2.4 Total compensation requested for the individual;
2.5.2.5 Explanation of overtime or holiday hours charged; and
2.5.2.6 Total amount due the contractor(s) for the period invoiced.

2.5.3 There will be a four (4) hour minimum billing charge. If a temporary security guard is asked to cover an assignment for 8 hours and is actually only needed for one (1) hour, the using agency will be billed a minimum of four (4) hours for that temporary security guard.

2.6 REPORTING

2.6.1 Proposals must indicate an agreement on the part of the vendor to develop, monitor and compile data on a quarterly basis of the number of hours and dollar amount used by each agency on a monthly basis. Reports are to be submitted to Nevada State Purchasing, Attention: Annette Morfin, Purchasing Officer amorfin@admin.nv.gov or via fax (775) 684-0188.

2.6.2 Reports are due on the following dates of each contracted year:

<table>
<thead>
<tr>
<th>QUARTER</th>
<th>REPORT DUE</th>
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<tbody>
<tr>
<td>July 1 through September 30</td>
<td>October 20</td>
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<tr>
<td>October 1 through December 31</td>
<td>January 20</td>
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<tr>
<td>January 1 through March 31</td>
<td>April 20</td>
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<tr>
<td>April 1 through June 30</td>
<td>July 20</td>
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2.6.3 Failure to provide these quarterly reports in a timely manner may result in contract cancellation. Refer to Attachment J – Quarterly Reports for Security Guards
2.7  VOLUME

2.7.1 The total guard hours for the first two (2) quarters of 2017:

2.7.1.1 Southern Nevada – 79,375
2.7.1.2 Northern Nevada – 27,496.50

2.7.2 Total patrol stops per week may vary for each agency. The main objective is to check doors and windows. State agencies will not provide vehicles for these patrol stops. The length of time required for each patrol stop to be executed properly would be determined by the awarded vendor and the using agency.

2.7.3 The total patrol stops for the first two (2) quarters of 2017:

2.7.3.1 Southern Nevada – 1,180
2.7.3.2 Northern Nevada – 549

2.8  PROJECT SPECIFICATIONS

2.8.1 Contract Administration

2.8.1.1 The using agency, at their discretion, reserves the right to require the immediate replacement of any security guard they find to be unprofessional in the performance of their assigned duties.

2.8.1.2 Awarded vendor(s) shall furnish at the agency facility uniformed security guards in such numbers and grades as specified by agency.

2.8.1.3 Awarded vendor(s) shall maintain offices in the Las Vegas area and the Reno area for the duration of the contract. The office should have a manager and/or coordinator to manage the workforce and be available to answer questions from the various agencies.

2.8.1.4 Awarded vendor(s) is/are directly responsible for the supervision of all security guards stationed at agency facilities. Supervisors must make on-site reviews at least once a week and interface weekly with the local agency liaison.

2.8.1.5 Awarded vendor(s) must not assign to this contract security guards who have previous employment with the State within the past two (2) years, unless otherwise approved by Purchasing (refer to Attachment K, Authorization to Contract with a Current Employee and Attachment L, Authorization to Contract with a Former Employee).

A. The appropriate form must be filled out in its entirety and emailed to amorfin@admin.nv.gov who will then process the paperwork.

B. Awarded vendor(s) will be instructed as to what BOE the paperwork will be going to.
C. Once the BOE approval has been given, State Purchasing will notify the contracted vendor(s) that it was given/or not given approval.

2.8.1.6 Awarded vendor(s) must have a procedure and supply a telephone number for immediate (24-hour) response for significant personnel issues, emergencies and/or urgent matters.

2.8.1.7 Awarded vendor(s) must promptly report any pending disciplinary proceedings brought forward by an administrative licensing agency to amorfin@admin.nv.gov at the Nevada State Purchasing Division.

2.8.1.8 Disciplinary problems with the contractor’s security guards requiring remedial action shall be resolved as follows:

A. Any discrepancy observed shall be reported by the agency liaison to the contractor’s representative; and

B. Contractor must institute corrective action and report to the agency liaison.

C. It is recommended that the agency liaison conduct on-the-job inspections to determine the overall quality of the security guard’s performance, job knowledge, training effectiveness, conduct and appearance. The agency liaison will alert the awarded vendor(s) to any deficiencies found as a result of the inspections, and the awarded vendor(s) shall take immediate corrective action to remedy any deficiencies.

2.8.2 Personnel Standards

2.8.2.1 All security guards employed by the contractor(s) and stationed at agency facilities must meet the following criteria and be registered/licensed as defined in NRS and NAC Chapter 648.

A. All armed guards must adhere to the minimum training standards as prescribed in NRS and NAC 648.

B. Security guards must not be wanted, convicted, under investigation, or on release pending criminal changes for any felony, crime of moral turpitude, or other criminal act inconsistent with the using agency’s mission.

C. Security guards must be authorized to maintain full-time employment in the United States according to current U.S. Immigration Department rules and regulations and must have the ability to read, write and speak the English language.

D. Security guards must be at least 21 years of age and possess either a high school diploma or a G.E.D.
E. Security guards must be familiar with their respective post orders as most recently amended. Contractor(s) shall ensure that all of the duties outlined and other instructions issued by the agency liaison are carried out as specified.

F. Security guards must possess a valid Nevada driver’s license or have access to reliable vehicular transportation.

G. Security guards must be able to perform the physical duties of the job. This will not require a physical examination. Security guards’ duties require moderate to arduous physical exertion, including (but not limited to) such activities as:

1. Standing or walking for an entire shift;
2. Climbing stairs and ladders;
3. Lifting/carrying objects weighing up to 50 pounds; and

H. Security guards must be free from narcotics, marijuana and dangerous drugs as evidenced by an approved drug testing process. It is the awarded vendor(s)’s responsibility to ensure that all security guards to be stationed at agency facilities are drug-free and as defined in the State of Nevada Drug and Alcohol found on the Nevada Department of Administration website: http://hr.nv.gov/Resources/Publications/Publications/. The awarded vendor must establish a policy for drug testing in the event of a workplace accident, injury, or a use of deadly force incident.

I. All security guards must have and carry in their possession a work card issued by the County Sheriff where the work is to be performed as defined under NRS 684.060 and 648.203. If the duty station is in Carson City the guards must possess a work card issued from either Washoe County or another county that issues work cards. The work card will specify armed or unarmed security.

J. All armed security guards must adhere to the minimum training standards as prescribed in NRS and NAC Chapter 648.

K. All security guards must have a reliable wireless (“cellular”) telephone in their possession for prompt and direct communication during working hours. The telephone number will be supplied to the agency liaison and no cost will be incurred by the State or using agency.

L. At no time during the security guard’s shift will any of the following behavior be tolerated.
1. Vacating his/her post without authority;

2. Eating while on duty other than lunch hour;

3. Leaning against walls, doors, etc.;

4. Idle talk with other security personnel, State employees or visitors;

5. Discourtesy or insolence;

6. Creating, participating, or failing to report a hostile work environment and/or sexual harassment as defined in the Governor’s Policy on Sexual Harassment and Discrimination found at the Nevada Department of Administration website: http://hr.nv.gov/Resources/Forms/SexualHarrassment/Sexual_Harassment_Discrimination/;

7. Sleeping on duty;

8. Unauthorized use of State telephones, computers or other equipment;

9. Improper use, display of or failure to secure any weapon. Possess any weapon not authorized by the awarded vendor(s) and using agency;

10. Failure to make a prompt and complete report of damage incurred to any State property or equipment;

11. Failure to report known violations of State rules or regulations; and

12. Reading, while on duty, of any materials which are not job-related.

2.8.3 Prior Experience of Security Guards

2.8.3.1 Armed security guards must have a minimum of six (6) months of paid experience prior to assignment under this contract. This experience may include law enforcement, military police, armed security or closely related field and;

A. A minimum of 200 hours of training addressing the following areas:

1. Civil liability;
2. Constitutional law;
3. Crimes against persons, property, and other offenses;
4. Principles of juvenile law and procedures;
5. Laws relating to arrest and probable cause;
6. Principles of drug law;
7. Principles of search and seizure;
8. Use of force;
9. Basic patrol/security operations and procedures;
10. Response to emergencies, alarms, bomb threats, and access control;
11. Fire prevention and use of fire extinguisher;
12. Radio use and procedures;
13. Crime prevention;
14. Traffic and crowd control;
15. Identification and reporting of the abuse of elderly persons, child abuse and sexual abuse/exploitation of a child;
16. Identification and reporting of domestic violence and stalking;
17. Principles of crime scenes and evidence preservation;
18. Interviewing, communication, and community relations;
19. Health, fitness and wellness;
20. Interpersonal communications;
21. Provision of emergency first aid and cardiopulmonary resuscitation;
22. Training concerning active assailants;
23. Training in the use of firearms;
24. Writing of reports;

25. Principles of counter-terrorism and weapons of mass destruction;

26. Courtroom demeanor, including, with limitation, the giving of testimony;

27. Crisis intervention;

28. Professional ethics;

29. Handling of persons with mental illness;

30. Systems of criminal justice; and

31. Demonstrate comprehension in applying security concepts and application to laws in the State of Nevada.

2.8.3.2 Unarmed security guards must have a minimum of six (6) months of paid experience prior to assignment under this contract. This experience may include employment as a civilian in a public safety agency, corrections, bailiff, military, or closely related field or otherwise qualify as an armed security guard as described in this section; and

A. A minimum of 120 hours of training addressing the following areas:

1. Civil liability;

2. Constitutional law;

3. Crimes against persons, property, and other offenses;

4. Principles of juvenile law and procedures;

5. Laws relating to arrest and probable cause;

6. Principles of drug law;

7. Principles of search and seizure;

8. Use of force;

9. Basic patrol/security operations and procedures;
10. Response to emergencies, alarms, bomb threats, and access control;

11. Fire prevention and use of fire extinguisher;

12. Radio use and procedures;

13. Crime prevention;

14. Traffic and crowd control;

15. Identification and reporting of the abuse of elderly persons, child abuse and sexual abuse/exploitation of a child;

16. Identification and reporting of domestic violence and stalking;

17. Principles of crime scenes and evidence preservation;

18. Interviewing, communication, and community relations;

19. Health, fitness and wellness;

20. Interpersonal communications;

21. Provision of emergency first aid and cardiopulmonary resuscitation;

22. Training concerning unarmed response to active assailants;

23. Writing of reports;

24. Principles of counter-terrorism and weapons of mass destruction;

25. Courtroom demeanor, including, with limitation, the giving of testimony;

26. Crisis intervention;

27. Professional ethics;

28. Handling of persons with mental illness;

29. Systems of criminal justice; and
30. Demonstrate comprehension in applying security concepts and application to laws in the State of Nevada.

2.8.4 Permanent Status

For stability and continuity of assignment, the State expects only the most experienced security guards to be stationed at State facilities.

2.8.5 Employee Documentation

2.8.5.1 Upon commencement of the contract(s), and upon request, the awarded vendor(s) shall submit a list of the security guards to be stationed at State agency facilities to the designated agency liaison and/or State Purchasing.

2.8.5.2 The list shall include the following information for all security guards.

A. Proof of registration with the property regulatory agency(s) (Licensees are exempt as allowable by law);

B. Work Card;

C. Name;

D. Mailing and Physical Address;

E. Home Telephone Number;

F. Date of Birth;

G. Nevada Driver’s License Number;

H. Length of employment with awarded vendor(s);

I. High school diploma or G.E.D.;

J. Completion of mandatory training class required (refer to Section 2.8.3.1 and 2.8.3.2);

K. Criminal background check; and

L. Drug testing certification.

2.8.6 Recruitment, Testing and Training

2.8.6.1 All training will be furnished by the awarded vendor(s). All wages, payroll taxes, benefits and fees related to security guard recruitment, physical examinations, drug testing, aptitude/qualification testing,
indoctrination, training, mileage reimbursement and per diem shall be paid by the awarded vendor at no additional cost to the State.

2.8.6.2 All security guards must maintain training, certification, and pass a written exam given by the Private Investigator’s Licensing Board.

2.8.6.3 The initial orientation, coordinated between the contracted vendor(s) and the using agency, for each newly assigned security officer shall include the following:

A. Agency organizational structure;
B. Facility familiarity;
C. Tour duties and post orders;
D. Security center operations;
E. Security rules and regulations;
F. Emergency procedures; and
G. Appropriate visitor/client interaction techniques and methods.

2.8.7 Appearance, Uniforms, Identification and Equipment

2.8.7.1 Appearance: The awarded vendor(s) shall ensure that the appearance, bearing and general demeanor of all employed security guards is of a high standard.

2.8.7.2 Uniforms: The awarded vendor(s) shall ensure that all security guards are uniformed. Uniforms must be furnished by the awarded vendor(s) at no cost to the State. Per NAC 648.530 uniforms are subject to approval and shall be distinctive from local law enforcement agencies to avoid misrepresentation or confusion.

2.8.7.3 Identification: The awarded vendor(s) shall ensure that all security guards have in their possession a valid identification card with the following data:

A. Name;
B. Photograph;
C. Employer’s name;
D. State License Number if applicable;
E. Employer’s authorizing signature; and
F. Work Card.
2.8.7.4 Equipment: Duty belt worn by armed security personnel at a State facility shall include:

A. If armed, extra magazines and carrier;
B. Handcuffs;
C. Holster;
D. Flashlight (if applicable); and
E. Any other defensive items as approved by the using agency and supplied by the awarded vendor(s), as defined (refer to Section 2.3.1.3 C).

2.8.7.5 All security guards assigned by the contractor(s) must have successfully completed, eleven (11) hours for armed guards or four (4) hours for unarmed guards, classroom instruction and training in the following areas:

A. Duties and functions of a private security force;
B. Communication systems;
C. Legal procedures and limitations;
D. Note taking and report writing;
E. Public relations;
F. Access control;
G. Fire prevention and basic fire-fighting;
H. Telephone courtesy;
I. Emergency response and emergency medical assistance;
J. Bomb threat procedures;
K. Alarm response;
L. Personal appearance;
M. Visitor control, including non-violent intervention techniques of dispute resolution;
N. Radio operations procedures;
O. Patrol methods;
P. Theft prevention;
Q. Traffic control;
R. Evacuation procedures; and
S. Weapons qualifications if applicable.

2.8.7.6 All security guards must pass a written exam given by the Private Investigator’s Licensing Board.

2.8.7.7 The initial orientation for each newly assigned security officer shall include the following:

A. Agency organizational structure;
B. Facility familiarity;
C. Tour duties and post orders;
D. Security center operations;
E. Security rules and regulations;
F. Emergency procedures; and
G. Appropriate visitor/client interaction techniques and methods.

2.8.8 Appearance, Uniforms, Identification and Equipment

2.8.8.1 Appearance

The contractor(s) shall ensure that the appearance, bearing and general demeanor of all employed security guards is of a high standard.

2.8.8.2 Uniforms

Contractor(s) shall ensure that all security guards are uniformed. Uniforms must be furnished by the contractor at no cost to the State. Per NAC 648.530 uniforms are subject to approval and shall be distinctive from local law enforcement agencies to avoid misrepresentation or confusion.

2.8.8.3 Identification

Contractor(s) shall ensure that all security guards have in their possession a valid identification card with the following data:

A. Name;
B. Photograph;
C. Employer’s name;
D. State License Number if applicable;
E. Employer’s authorizing signature; and
F. Work Card
2.8.8.4 Equipment

Duty belt worn by armed security personnel at a State facility shall include:

A. Extra magazines;
B. Handcuffs;
C. Holster;
D. Flashlight; and
E. Any other defensive items as approved by the using agency and supplied by the awarded vendor(s), as defined (refer to Section 2.3.1.3 C).

2.8.8.5 Policies

Proposing vendors must attach a copy of their security company’s written firearm, use of force, sexual harassment and discrimination, and drug-free workplace policies.

2.8.8.6 Patrol and Random Marked Vehicle Stops

A. The respective State agency will advise the contractor(s) on the locations and type of patrols and random marked vehicle stops required.

B. Patrol Vehicle Stops would be on a regular basis.

C. Random Marked Vehicle Stops would not be on a regular basis and would be at the using agency’s discretion.

3. COMPANY BACKGROUND AND REFERENCES

3.1 VENDOR INFORMATION

3.1.1 Vendors shall provide a company profile in the table format below.

<table>
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<tr>
<th>Question</th>
<th>Response</th>
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<tbody>
<tr>
<td>Company name:</td>
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</tr>
<tr>
<td>Ownership (sole proprietor, partnership, etc.):</td>
<td></td>
</tr>
<tr>
<td>State of incorporation:</td>
<td></td>
</tr>
<tr>
<td>Date of incorporation:</td>
<td></td>
</tr>
<tr>
<td># of years in business:</td>
<td></td>
</tr>
<tr>
<td>List of top officers:</td>
<td></td>
</tr>
<tr>
<td>Location of company headquarters:</td>
<td></td>
</tr>
<tr>
<td>Location(s) of the office that shall provide the services described in this RFP:</td>
<td></td>
</tr>
<tr>
<td>Question</td>
<td>Response</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Number of employees locally with the expertise to support the requirements identified in this RFP:</td>
<td></td>
</tr>
<tr>
<td>Number of employees nationally with the expertise to support the requirements in this RFP:</td>
<td></td>
</tr>
<tr>
<td>Location(s) from which employees shall be assigned for this project:</td>
<td></td>
</tr>
</tbody>
</table>

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

3.1.3 The selected vendor, prior to doing business in the State of Nevada, shall 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://nvsos.gov](http://nvsos.gov).

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nevada Business License Number:</td>
<td></td>
</tr>
<tr>
<td>Legal Entity Name:</td>
<td></td>
</tr>
</tbody>
</table>

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

Yes  No

If “No”, provide explanation.

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

Yes  No

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.

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of State agency:</td>
<td></td>
</tr>
<tr>
<td>State agency contact name:</td>
<td></td>
</tr>
<tr>
<td>Dates when services were performed:</td>
<td></td>
</tr>
<tr>
<td>Type of duties performed:</td>
<td></td>
</tr>
<tr>
<td>Total dollar value of the contract:</td>
<td></td>
</tr>
</tbody>
</table>

3.1.5 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
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 shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response to this RFP, and specify the services that each person shall be expected to perform.

3.1.6 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 shall also be disclosed.

Does any of the above apply to your company?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of alleged contract failure or breach:</td>
<td></td>
</tr>
<tr>
<td>Parties involved:</td>
<td></td>
</tr>
<tr>
<td>Description of the contract failure, contract breach, or litigation, including the products or services involved:</td>
<td></td>
</tr>
<tr>
<td>Amount in controversy:</td>
<td></td>
</tr>
<tr>
<td>Resolution or current status of the dispute:</td>
<td></td>
</tr>
<tr>
<td>If the matter has resulted in a court case:</td>
<td>Court</td>
</tr>
<tr>
<td>Status of the litigation:</td>
<td></td>
</tr>
</tbody>
</table>

3.1.7 Vendors shall review and provide if awarded a contract the insurance requirements as specified in Attachment D, Insurance Schedule for RFP 3455.

3.1.8 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.

3.1.9 Provide a brief description of the length of time vendor has been providing services described in this RFP to the public and/or private sector.
3.1.10 Financial information and documentation to be included in accordance with Section 8.5, Part III – Confidential Financial Information.

3.1.10.1 Dun and Bradstreet Number

3.1.10.2 Federal Tax Identification Number

3.2 SUBCONTRACTOR INFORMATION

Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.

3.2.1 Does this proposal include the use of subcontractors?

| Yes | No |

If “Yes”, vendor shall:

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

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

A. Describe how the work of any subcontractor(s) shall be supervised, channels of communication shall be maintained and compliance with contract terms assured; and

B. Describe your previous experience with subcontractor(s).

3.2.1.3 Provide the same information for any proposed subcontractors as requested in Section 3.1, Vendor Information.

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

3.2.1.5 Vendor shall 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 3.2, Subcontractor Information. The vendor shall receive agency approval prior to subcontractor commencing work.

3.3 BUSINESS REFERENCES

3.3.1 Vendors shall provide a maximum of three (3) business references from similar projects performed for private and/or public sector clients within the last five (5) years.
3.3.2 Vendors shall submit Attachment E, Reference Questionnaire to their business references.

3.3.3 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 7, RFP Timeline for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor’s score in the evaluation process.

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

3.4 VENDOR STAFF RESUMES

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

4. COST

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

5. FINANCIAL

5.1 PAYMENT

5.1.1 Upon review and acceptance by the State, payments for invoices are normally made within 30-45 days of receipt, providing all required information, documents and/or attachments have been received.

5.1.2 Payment will be tied to an hourly rate or on an “as needed basis”.

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

5.2 BILLING

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

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

5.2.2.1 The current hourly rate being billed for armed and unarmed security guards on the current contract is as follows:
A. Armed security guards regular shift time hourly rate - $26.24;

B. Unarmed security guards regular shift time hourly rate - $20.63;

C. Armed security guard holiday/overtime hourly rate - $34.94;

D. Unarmed security guard holiday/overtime hourly rate - $27.24; and

E. Random Armed Marked Vehicle Patrol Stops - $19.45 each

F. Special Event or Emergency Coverage (Armed) - $35.98

5.3 TIMELINESS OF BILLING

The State is on a fiscal year calendar. All billings for dates of service prior to July 1 shall be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August that forces the State to process the billing as a stale claim pursuant to NRS 353.097, shall subject the contractor to an administrative fee not to exceed $100.00. This is the estimate of the additional costs to the State for processing the billing as a stale claim and this amount shall be deducted from the stale claims payment due the contractor.

6. WRITTEN QUESTIONS AND ANSWERS

The Purchasing Division shall accept questions and/or comments in writing regarding this RFP as noted below:

6.1 QUESTIONS AND ANSWERS

6.1.1 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.

6.1.2 The deadline for submitting questions is as specified in Section 7, RFP Timeline.

6.1.3 All questions and/or comments shall be addressed in writing. An email notification that the amendment has been posted to the Purchasing website shall be issued on or about the date specified in Section 7, RFP Timeline.

7. RFP TIMELINE

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time.
### Task | Date/Time
--- | ---
Deadline for submitting questions | 06/14/2017 @ 12:00 PM
Answers posted to website | On or about 06/19/2017
Deadline for submittal of Reference Questionnaires | No later than 4:30 PM on 07/03/2017
Deadline for submission and opening of proposals | No later than 2:00 PM on 07/05/2017
Evaluation period (approximate time frame) | 07/05/2017 – 07/12/2017
Selection of vendor | On or about 07/18/2017
Anticipated BOE approval | 09/12/2017
Contract start date (contingent upon BOE approval) | 10/01/2017

### 8. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

#### 8.1 GENERAL SUBMISSION REQUIREMENTS

8.1.1 Vendors shall submit their proposals on one (1) CD or flash drive appropriately labeled with the RFP # and vendor’s name in accordance with the instructions below.

8.1.2 The one (1) CD or flash drive shall contain a maximum of four (4) PDF files which may include:

- 8.1.2.1 Technical Proposal
- 8.1.2.2 Confidential Technical (if applicable)
- 8.1.2.3 Cost Proposal
- 8.1.2.4 Confidential Financial

8.1.3 Proposals shall 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” per NRS 333.020 (5) (b).

8.1.4 If complete responses cannot be provided without referencing confidential information, such confidential information shall be provided in accordance with **Section 8.3, Part IB – Confidential Technical Proposal and Section 8.5, Part III Confidential Financial Information.**

8.1.5 Specific references made to the section, page, and paragraph where the confidential information can be located shall be identified on **Attachment A, Confidentiality and Certification of Indemnification** and comply with the requirements stated in **Section 8.6, Confidentiality of Proposals.**

8.1.6 The remaining section to be submitted is the cost proposal.

8.1.7 Proposals that do not comply with the requirements may be deemed non-responsive and rejected at the State’s discretion.
8.1.8 Although it is a public opening, only the names of the vendors submitting proposals shall be announced per NRS 333.335(6). Technical and cost details about proposals submitted shall not be disclosed.

8.1.9 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.

8.1.10 For ease of evaluation, the technical and cost proposals shall be presented in a format that corresponds to and references sections outlined within this RFP and shall be presented in the same order. Written responses shall be in bold/italics and placed immediately following the applicable RFP question, statement and/or section.

8.1.11 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 color displays, promotional materials, etc., are not necessary or desired. Emphasis shall be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

8.1.12 For purposes of addressing questions concerning this RFP, the sole contact shall 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 shall 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.

8.1.13 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 shall 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 vendors.

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

8.1.15 The vendor understands and acknowledges that the representations made in its proposal are material and important, and shall be relied on by the State in its evaluation of a proposal. Any misrepresentation by a vendor shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

8.2 PART IA – TECHNICAL PROPOSAL

8.2.1 The Technical Proposal shall not include cost and/or pricing information. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.
8.2.2 Vendors shall provide one (1) PDF Technical Proposal file that includes the following:

8.2.2.1 Section I – Title Page with the following information:

<table>
<thead>
<tr>
<th>Part IA – Technical Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Title:</td>
</tr>
<tr>
<td>RFP:</td>
</tr>
<tr>
<td>Vendor Name:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Opening Date:</td>
</tr>
<tr>
<td>Opening Time:</td>
</tr>
</tbody>
</table>

8.2.2.2 Section II – Table of Contents

An accurate and updated table of contents shall be provided.

8.2.2.3 Section III – Vendor Information Sheet

The vendor information sheet shall be completed and signed by an individual authorized to bind the organization.

8.2.2.4 Section IV – State Documents

The State documents section shall include the following:

A. The signature page from all amendments signed by an individual authorized to bind the organization.

B. Attachment A – Confidentiality and Certification of Indemnification signed by an individual authorized to bind the organization.

C. Attachment B – Vendor Certifications signed by an individual authorized to bind the organization.

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

E. Copies of applicable certifications and/or licenses.

8.2.2.5 Section V – Scope of Work

Vendors shall place their written response(s) to Section 2, Scope of Work in **bold/italics** immediately following the applicable RFP question, statement and/or section.
8.2.2.6 Section VI – Company Background and References

Vendors shall place their written response(s) to Section 3, Company Background and References in bold/italics immediately following the applicable RFP question, statement and/or section. This section shall also include the requested information in Section 3.2, Subcontractor Information, if applicable.

8.2.2.7 Section VII – Attachment F – Proposed Staff Resume

A. Vendors shall include all proposed staff resumes per Section 3.4, Vendor Staff Resumes in this section.

B. This section shall also include any subcontractor proposed staff resumes, if applicable.

8.2.2.8 Section VIII – Other Informational Material

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

8.3 PART IB – CONFIDENTIAL TECHNICAL PROPOSAL

8.3.1 Vendors only need to submit Part IB if the proposal includes any confidential technical information (Refer to Attachment A, Confidentiality and Certification of Indemnification).

8.3.2 If needed, vendors shall provide one (1) PDF Confidential Technical Proposal file that includes the following:

8.3.2.1 Section I – Title Page with the following information:

<table>
<thead>
<tr>
<th>Part IB – Confidential Technical Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Title: Uniformed Security Guards</td>
</tr>
<tr>
<td>RFP: 3455</td>
</tr>
<tr>
<td>Vendor Name:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Opening Date: July 5, 2017</td>
</tr>
<tr>
<td>Opening Time: 2:00 PM</td>
</tr>
</tbody>
</table>

8.3.2.2 Section II – Confidential Technical

Vendors shall cross reference the confidential technical information back to the technical proposal, as applicable.

8.4 PART II – COST PROPOSAL

8.4.1 The cost proposal shall not be marked “confidential”. Only information that is deemed proprietary per NRS 333.020 (5) (a) may be marked as “confidential”.
8.4.2 Vendors shall provide one (1) PDF Cost Proposal file that includes the following:

8.4.2.1 Section I – Title Page with the following information:

<table>
<thead>
<tr>
<th>Part II – Cost Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Title:</td>
</tr>
<tr>
<td>RFP:</td>
</tr>
<tr>
<td>Vendor Name:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Opening Date:</td>
</tr>
<tr>
<td>Opening Time:</td>
</tr>
</tbody>
</table>

8.4.2.2 Section II – Cost Proposal

Vendor’s cost proposal response shall be included in this section.

8.5 PART III – CONFIDENTIAL FINANCIAL INFORMATION

8.5.1 If needed, vendors shall provide one (1) PDF Confidential Financial Information file that includes the following:

8.5.1.1 Section I – Title Page with the following information:

<table>
<thead>
<tr>
<th>Part III – Confidential Financial Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Title:</td>
</tr>
<tr>
<td>RFP:</td>
</tr>
<tr>
<td>Vendor Name:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Opening Date:</td>
</tr>
<tr>
<td>Opening Time:</td>
</tr>
</tbody>
</table>

8.5.1.2 Section II – Financial Information and Documentation

Vendors shall place the information required per Section 3.1.10 in this section.

8.6 CONFIDENTIALITY OF PROPOSALS

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

8.6.2 Vendors are required to submit written documentation in accordance with Attachment A, Confidentiality and Certification of Indemnification demonstrating the material within the proposal marked “confidential” conforms to NRS §333.333, which states “Only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5)”. Not conforming to these requirements shall cause your proposal to be deemed non-compliant and shall not be accepted by the State.
8.6.3 Vendors acknowledge that material not marked as “confidential” shall become public record and shall be posted to the Purchasing website upon contract award.

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

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

8.7 PROPOSAL PACKAGING

8.7.1 Vendors shall submit their proposals on one (1) CD or flash drive appropriately labeled in one (1) sealed package or envelope in accordance with the instructions below.

8.7.2 Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate the label for ease and accuracy of proposal packaging.

8.7.3 Proposals shall be received at the address referenced below no later than the date and time specified in Section 7, RFP Timeline. Proposals that do not arrive by proposal opening time and date shall not be accepted. Vendors may submit their proposal any time prior to the above stated deadline.

8.7.4 The State shall not be held responsible for proposal packages or envelopes mishandled as a result of the package or envelope not being properly labeled.

8.7.5 Email or facsimile proposals shall not be considered.

9. PROPOSAL EVALUATION AND AWARD PROCESS

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

9.1 Proposals shall be consistently evaluated and scored in accordance with NRS 333.335(3) based upon the following criteria. The following criteria are listed in order of importance.

9.1.1 Demonstrated competence and Expertise and Availability of Key Personnel

9.1.2 Experience in performance of comparable engagements
9.1.3 Cost

Cost proposals will be evaluated based on the following formula:

\[
\text{Lowest Cost Submitted by a Vendor} = \frac{\text{Price Factor}}{\text{Proposers Total Cost}} \\
\text{Price Factor} \times \text{points} = \text{Cost Criteria Score}
\]

9.1.4 Conformance with the terms of this RFP

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

9.3 The evaluation committee is an independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS 333.335.

9.4 The evaluation committee may 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.

9.5 Each vendor shall 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.

9.6 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 shall be included as part of the contract.

9.7 A Letter of Intent (LOI) shall be issued in accordance with NAC 333.170 notifying vendors of the State’s intent to award a contract to a vendor, pending successful negotiations. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. All information remains confidential until the issuance of the formal Notice of Award (NOA). 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.

9.8 A Notification of Award (NOA) shall be issued in accordance with NAC 333.170. Vendors shall be notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners (BOE). Any award is contingent upon the
successful negotiation of final contract terms and upon approval of the BOE, when required. Any non-confidential information becomes available upon written request.

9.9 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 333.700).

10. TERMS AND CONDITIONS

10.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

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

10.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.

10.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.

10.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.

10.1.4 For ease of responding to the RFP, vendors are encouraged to download the RFP from the Purchasing Division’s website at http://purchasing.nv.gov.

10.1.5 The failure to provide clearly marked, separate PDF file(s) for Part IB and Part III, which contain 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.

10.1.6 The State reserves the right to reject any or all proposals received prior to contract award (NRS 333.350).

10.1.7 The State reserves the right to limit the scope of work prior to award, if deemed in the best interest of the State. (NRS 333.350)

10.1.8 The State shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interest of the State of Nevada after all factors have been evaluated (NRS 333.335).

10.1.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of the project, may be rejected.

10.1.10 Proposals from employees of the State of Nevada shall be considered in as much as they do not conflict with the State Administrative Manual (SAM), NRS Chapter 281 and NRS Chapter 284.
10.1.11 Proposals may be modified or withdrawn by written notice received prior to the proposal opening time. Withdrawals received after the proposal opening time shall not be considered except as authorized by NRS 333.350(3).

10.1.12 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.

10.1.13 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.

10.1.14 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals shall be returned only at the State’s option and at the vendor’s request and expense. The flash drive or CD from each vendor shall be retained for official files.

10.1.15 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and NAC Chapter 333.

10.1.16 NRS 333.290 grants a preference to materials and supplies that can be supplied from a “charitable, reformatory or penal institution of the State” that produces such goods or services through the labor of inmates. The Administrator reserves the right to secure these goods, materials or supplies from any such eligible institution, if they can be secured of equal quality and at prices not higher than those of the lowest acceptable bid received in response to this solicitation. In addition, NRS 333.410 grants a preference to commodities or services that institutions of the State are prepared to supply through the labor of inmates. The Administrator shall apply the preferences stated in NRS 333.290 and 333.410 to the extent applicable.

10.2 CONTRACT TERMS AND CONDITIONS

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

10.2.1 The awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.

10.2.2 The awarded vendor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract. 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 shall be deemed a breach of contract.
10.2.3 The State shall not be liable for Federal, State, or Local excise taxes per NRS 372.325.

10.2.4 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties shall consist of the RFP together with any modifications thereto, and the awarded vendor’s proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, any modifications and clarifications to the awarded vendor’s proposal, the RFP, and the awarded vendor’s proposal. Specific exceptions to this general rule may be noted in the final executed contract. The State shall not indemnify vendor from any liability or damages, including but not limited to attorney’s fees and costs, arising under any contract resulting from this RFP.

10.2.5 Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS 332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.

10.2.6 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 shall not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.

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

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

10.3 ADMINISTRATIVE FEE:

10.3.1 Contractor agrees to provide a quarterly administrative fee to the State in the form of an electronic funds transfer (EFT) payment. The fee will be payable to the “State of Nevada Purchasing Division.” The Administrative Fee will be one percent (1%) and will apply to all payments (net of returns, credits, or adjustments) received by the contractor for all products and services provided under the contract during the quarter.

10.3.2 All administrative fee payments shall include the contract number on any transmittal document. However, only one contract number must be entered on a transmittal
document. If submitting an administrative fee payment for more than one contract, then a separate electronic payment and associated transmittal document must be submitted by the contractor for each contract.

10.3.3 The state will not issue an invoice for the Administrative Fee owed to the State. It is the responsibility of the vendor to pay the Administrative Fee with no prompting from the State. Contractor shall pay the quarterly Administrative Fee within forty five (45) days of quarter end (refer the schedule below).

10.3.4 Templates for the required quarterly reports listed below in Sections 1.2 and 1.3, may be downloaded from the Purchasing Division website http://purchasing.nv.gov/vendors/DBINV/. Reports must be submitted via email to: nvpurch@admin.nv.gov

10.4 NEVADA GOOD OF THE STATE QUARTERLY ADMINISTRATIVE FEE REPORT:

The contractor shall submit a Nevada Good of the State Quarterly Administrative Fee Report to the Purchasing Division. The report shall identify total payments (minus returns and credits) received by the contractor from state agencies, the university and community college system, the Legislative Counsel Bureau, political subdivisions, and other authorized entities that were made pursuant to the contract.

10.5 NEVADA GOOD OF THE STATE QUARTERLY USAGE REPORT:

The contractor shall submit a Nevada Good of the State Quarterly Usage Report to the Purchasing Division which shall provide the data element information listed below:

<table>
<thead>
<tr>
<th>Data Element</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor Name</td>
<td>Contractor name as it appears on the contract</td>
</tr>
<tr>
<td>Contract Name</td>
<td></td>
</tr>
<tr>
<td>Contract Number</td>
<td>Master Contract Number on Page 1 of this document</td>
</tr>
<tr>
<td>Report Contact</td>
<td>Name of person completing the report on behalf of the contractor</td>
</tr>
<tr>
<td>Contact Phone</td>
<td>Phone number for the person completing the report</td>
</tr>
<tr>
<td>Contact Email</td>
<td>Email address of the person completing the report</td>
</tr>
<tr>
<td>Date Submitted</td>
<td>Date the Nevada Good of the State Quarterly Usage Report is submitted to the Purchasing Division</td>
</tr>
<tr>
<td>Reporting Quarter</td>
<td>Quarter for which the contractor is reporting purchases on the contract</td>
</tr>
<tr>
<td>Entity Type</td>
<td>Indicate the type of entity making the purchase:</td>
</tr>
<tr>
<td></td>
<td>S for state agency</td>
</tr>
<tr>
<td></td>
<td>E for university and community college system</td>
</tr>
<tr>
<td></td>
<td>L for Legislative Counsel Bureau</td>
</tr>
<tr>
<td></td>
<td>P for political subdivisions</td>
</tr>
<tr>
<td></td>
<td>O for other authorized entities</td>
</tr>
<tr>
<td>Customer Name</td>
<td>Name of entity making the purchase—if customer has multiple locations, please use the main entity name</td>
</tr>
<tr>
<td>Purchase Description</td>
<td>Description of the product or service purchased</td>
</tr>
</tbody>
</table>
Work Plan/Contract Number | Work Plan/Contract number supplied by customer to contractor. Enter Work Plan/Contract number, Purchase Order number, or other authorization number/identifier. If procurement card is used, enter “PCard”
---|---
Work Plan/Contract Line Item | Line item number on the Work Plan/Contract
Quantity | Quantities (excluding returns) of products delivered—enter a quantity of one (1) for a service/project.
Unit Price | Unit price charged (excluding credits) for the product or service purchased
Extended Price | Total price—quantity delivered x unit price charged

### 10.6 FEE PAYMENT AND REPORT SCHEDULE:

Contractor agrees to provide Administrative Fee, Nevada Good of the State Administrative Fee Report, and Nevada Good of the State Quarterly Usage Report to the purchasing division even if no payments are made in a quarter in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Period End</th>
<th>Report Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 31</td>
<td>May 15</td>
</tr>
<tr>
<td>June 30</td>
<td>August 14</td>
</tr>
<tr>
<td>September 30</td>
<td>November 14</td>
</tr>
<tr>
<td>December 31</td>
<td>February 14</td>
</tr>
</tbody>
</table>

### 10.7 REPORT MODIFICATIONS:

The contractor shall agree that the Purchasing Division reserves the right to modify the requested format and contents of the Nevada good of the State Administrative Fee Report and/or the Nevada Good of the State Quarterly Usage Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Purchasing Division may unilaterally amend the contract, with (30) calendar days written notice to the contractor to change the timing for submission of the Nevada Good of the State Administrative Fee Report and/or the Nevada Good of the State Quarterly Usage Report. The contract shall understand and agree that if such an amendment is issued by the Purchasing Division, the contractor shall comply with all contractual terms, as amended.

### 10.8 TIMELY REPORTS AND FEES:

If the quarterly Administrative Fee is not paid and quarterly reports are not received by forty five (45) days of quarter end, then the contractor will be in material breach of this contract.

### 10.9 PROJECT TERMS AND CONDITIONS

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

10.9.1 Award of Related Contracts
10.9.1.1 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.

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

10.9.2 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 shall reimburse the State for any loss or damage.

10.9.3 Travel

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

10.9.3.1 All travel shall be approved in writing in advance by the Department.

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

10.9.3.3 The travel expense form, with original signatures, shall be submitted with the vendor’s invoice.

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

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

10.9.4 Right to Publish

10.9.4.1 All requests for the publication or release of any information pertaining to this RFP and any subsequent contract shall be in writing and sent to the Administrator of Nevada State Purchasing or designee.

10.9.4.2 No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of the Administrator of Nevada State Purchasing or designee.
10.9.4.3 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.

10.9.4.4 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 Administrator of Nevada State Purchasing or designee.

10.9.4.5 Throughout the term of the contract, the contractor shall secure the written approval of the State per Section 10.9.4.2 prior to the release of any information pertaining to work or activities covered by the contract.
11. **SUBMISSION CHECKLIST**

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

<table>
<thead>
<tr>
<th>Part IA – Technical Proposal Submission Requirements</th>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part IA submitted in one (1) separate PDF file</td>
<td></td>
</tr>
<tr>
<td>Section I</td>
<td></td>
</tr>
<tr>
<td>Title Page</td>
<td></td>
</tr>
<tr>
<td>Section II</td>
<td></td>
</tr>
<tr>
<td>Table of Contents</td>
<td></td>
</tr>
<tr>
<td>Section III</td>
<td></td>
</tr>
<tr>
<td>Vendor Information Sheet</td>
<td></td>
</tr>
<tr>
<td>Section IV</td>
<td></td>
</tr>
<tr>
<td>State Documents</td>
<td></td>
</tr>
<tr>
<td>Section V</td>
<td></td>
</tr>
<tr>
<td>Scope of Work</td>
<td></td>
</tr>
<tr>
<td>Section VI</td>
<td></td>
</tr>
<tr>
<td>Company Background and References</td>
<td></td>
</tr>
<tr>
<td>Section VII</td>
<td></td>
</tr>
<tr>
<td>Attachment F – Proposed Staff Resume(s)</td>
<td></td>
</tr>
<tr>
<td>Section VIII</td>
<td></td>
</tr>
<tr>
<td>Other Informational Material</td>
<td></td>
</tr>
</tbody>
</table>

*Part IB – Confidential Technical Proposal Submission Requirements*

Part IB submitted in one (1) separate PDF file

<table>
<thead>
<tr>
<th>Section I</th>
<th>Title Page</th>
</tr>
</thead>
</table>

| Section II | Appropriate sections and information that cross reference back to the technical proposal |

*Part II – Cost Proposal Submission Requirements*

Part II submitted in one (1) separate PDF file

<table>
<thead>
<tr>
<th>Section I</th>
<th>Title Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section II</td>
<td>Cost Proposal</td>
</tr>
</tbody>
</table>

*Part III – Confidential Financial Information Submission Requirements*

Part III submitted in one (1) separate PDF file

<table>
<thead>
<tr>
<th>Section I</th>
<th>Title Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section II</td>
<td>Financial Information and Documentation</td>
</tr>
</tbody>
</table>

**Reference Questionnaire Reminders**

Send out Reference Forms for Vendor (with Part A completed)

Send out Reference Forms for proposed Subcontractors (with Part A and Part B completed, if applicable)
ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

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

In accordance with the submittal instructions of this RFP, vendors are requested to submit confidential information in separate files marked “Part IB Confidential Technical” and “Part III Confidential Financial”.

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling and packing requirements, proposals shall be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that shall be in an open meeting format, the proposals shall 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 shall constitute a complete waiver and all submitted information shall become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information.

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

<table>
<thead>
<tr>
<th>Part IB – Confidential Technical Information</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Justification for Confidential Status</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part III – Confidential Financial Information</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Justification for Confidential Status</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Company Name

Signature

Print Name

Date

This document shall be submitted in Section IV of vendor’s technical proposal
ATTACHMENT B – VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

(1) Any and all prices that may be charged under the terms of the contract do not and shall not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.

(2) All proposed capabilities can be demonstrated by the vendor.

(3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.

(4) All proposal terms, including prices, shall remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, shall remain in effect throughout the contract negotiation process.

(5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals shall be made in good faith and without collusion.

(6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion shall be in writing and included in the proposal at the time of submission.

(7) Each vendor shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict shall be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest shall automatically result in the disqualification of a vendor’s proposal. An award shall not be made where a conflict of interest exists. The State shall determine whether a conflict of interest exists and whether it may reflect negatively on the State’s selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

(8) All employees assigned to the project are authorized to work in this country.

(9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.

(10) The company has a written policy regarding compliance for maintaining a drug-free workplace.

(11) Vendor understands and acknowledges that the representations within their proposal are material and important, and shall be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

(12) Vendor shall certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.

(13) The proposal shall be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

________________________________________
Vendor Company Name

________________________________________
Vendor Signature

Print Name ______________________________ Date ____________________

This document shall be submitted in Section IV of vendor’s technical proposal.
ATTACHMENT C – CONTRACT FORM

Vendors shall review the terms and conditions of the standard contract used by the State for all services of independent contractors. It is not necessary for vendors to complete the contract form with their proposal. To review the contract form, click on the following link:

[Contract Form]

If you are unable to access the contract form, please contact Nevada State Purchasing at srvpurch@admin.nv.gov for an emailed copy.
ATTACHMENT D – INSURANCE SCHEDULE FOR RFP 3455

Vendors shall review the Insurance Schedule, as this will be the schedule used for the scope of work identified within the RFP.

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at srypurch@admin.nv.gov for an emailed copy.
ATTACHMENT E – REFERENCE QUESTIONNAIRE

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

<table>
<thead>
<tr>
<th>INSTRUCTIONS TO PROPOSING VENDOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Proposing vendor or vendor’s proposed subcontractor shall complete Part A and/or Part B of the Reference Questionnaire.</td>
</tr>
<tr>
<td>2. Proposing vendor shall send the Reference Questionnaire to each business reference listed for completion of Part D, Part E and Part F.</td>
</tr>
<tr>
<td>3. Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:</td>
</tr>
<tr>
<td>State of Nevada, Purchasing Division</td>
</tr>
<tr>
<td>Subject: <strong>RFP 3455</strong></td>
</tr>
<tr>
<td>Attention: <strong>Purchasing Division</strong></td>
</tr>
<tr>
<td>Email: <a href="mailto:rfpdocs@admin.nv.gov">rfpdocs@admin.nv.gov</a></td>
</tr>
<tr>
<td>Fax: 775-684-0188</td>
</tr>
<tr>
<td>Please reference the RFP number in the subject line of the email or on the fax.</td>
</tr>
<tr>
<td>4. The completed Reference Questionnaire shall be received <strong>no later than 4:30 PM PT July 3, 2017</strong></td>
</tr>
<tr>
<td>5. Business references are <strong>not</strong> to return the Reference Questionnaire to the Proposer (Vendor).</td>
</tr>
<tr>
<td>6. In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.</td>
</tr>
<tr>
<td>7. Questions regarding the Reference Questionnaire or process shall be directed to the individual identified on the RFP cover page.</td>
</tr>
<tr>
<td>8. Reference Questionnaires not received, or not complete, may adversely affect the vendor’s score in the evaluation process.</td>
</tr>
</tbody>
</table>

*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 srypurch@admin.nv.gov for an emailed copy.*
ATTACHMENT F– PROPOSED STAFF RESUME

The embedded resume shall be completed for all proposed prime contractor staff and proposed subcontractor staff.

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at srypurch@admin.nv.gov for an emailed copy.
### ATTACHMENT G – COST SCHEDULE

**VENDOR NAME ________________________________**

<table>
<thead>
<tr>
<th>Category</th>
<th>Year 1 10/01/2017–09/30/2018</th>
<th>Year 2 10/01/2018–09/30/2019</th>
<th>Year 3 10/01/2019–09/30/2020</th>
<th>Year 4 10/01/2020–09/30/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Shift – Armed – Section 2.4.1.1 (Bill Rate per Hour)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Shift – Unarmed – Section 2.4.1.1 (Bill Rate per Hour)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overtime – Armed – Section 2.4.1.2 (Bill Rate per Hour)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overtime – Unarmed – Section 2.4.1.2 (Bill Rate per Hour)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Holiday Shift – Armed – Section 2.4.1.3 (Bill Rate per Hour)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Holiday Shift – Unarmed – Section 2.4.1.3 (Bill Rate per Hour)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Events – Armed – Section 2.4.1.4 (Bill Rate per Hour)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Events – Unarmed – Section 2.4.1.4 (Bill Rate per Hour)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Shift – Armed – Section 2.4.1.5 (Bill Rate per Hour)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Shift – Unarmed – Section 2.4.1.5 (Bill Rate per Hour)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Patrol (Armed) – Section 2.4.1.6 (Break out all costs below)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Random Marked Vehicle Stops (Armed) - Section 2.4.1.7 (Break out all costs below)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**VENDORS MUST LIST WHAT EMPLOYEE BENEFITS ARE INCLUDED.**
ATTACHMENT H – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By: _______________________________ Date _______________________________

Signature of Official Authorized to Sign Application

For: _______________________________

Vendor Name

Project Title

This document shall be submitted in Section IV of vendor’s technical proposal
ATTACHMENT I – FEDERAL LAWS AND AUTHORITIES

The information in this section does not need to be returned with the vendor’s proposal. Following is a list of Federal Laws and Authorities with which the awarded vendor shall be required to comply.

ENVIRONMENTAL:

2. Clean Air Act, 42 U.S.C. 7506(c)
5. Executive Order 11988, Floodplain Management
6. Executive Order 11990, Protection of Wetlands
8. Fish and Wildlife Coordination Act, PL 85-624, as amended
10. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended

ECONOMIC:

1. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended
2. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans

SOCIAL LEGISLATION

1. Age Discrimination Act, PL 94-135
2. Civil Rights Act of 1964, PL 88-352
3. Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
4. Executive Order 11246, Equal Employment Opportunity
5. Executive Orders 11625 and 12138, Women’s and Minority Business Enterprise

MISCELLANEOUS AUTHORITY:

1. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
2. Executive Order 12549 – Debarment and Suspension
ATTACHMENT J – QUARTERLY REPORTS
FOR UNIFORMED SECURITY GUARDS

(Checkmark appropriate quarter)

OCTOBER - DECEMBER ___ JANUARY - MARCH ___ APRIL - JUNE ___ JULY - SEPTEMBER ___

VENDOR NAME: ______________________________________________________________

Agency: _______________________________________________________________________

Submitted by: (person) ___________________________ Telephone: ______________________

This Quarterly Report must be completed for each agency, even if no dollars were involved. Send reports on or before January 20, April 20, July 20, and October 20 annually throughout the life of contract.

Mail to:
Annette Morfin, Purchasing Officer
Nevada State Purchasing Division
515 E. Musser St # 300
Carson City NV  89701
(775) 684-0185
(775) 684-0188 (fax)
E-mail Address: amorfin@admin.nv.gov

<table>
<thead>
<tr>
<th>Agency</th>
<th>Total Hours Worked</th>
<th>Total Straight Time Pay</th>
<th>Total Overtime Pay</th>
<th>Total Holiday Time</th>
<th>Total Stops</th>
<th>Total Quarter Invoiced for Agency</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

Total Hours for Quarter

1. Insert data for the current quarter only, based on service provided during the quarter for each agency.
2. Include all eligible contract users serviced under the contract.

PLEASE DUPLICATE FORM FOR USE THROUGHOUT THE LIFE OF THE CONTRACT.
ATTACHMENT K – AUTHORIZATION TO CONTRACT WITH A CURRENT EMPLOYEE

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at srypurch@admin.nv.gov for an emailed copy.
ATTACHMENT L – AUTHORIZATION TO CONTRACT WITH A FORMER EMPLOYEE

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at srypurch@admin.nv.gov for an emailed copy.
ATTACHMENT M – LISTING OF POSITION CLASSIFICATIONS & PAY RATE

This listing is not meant to be all inclusive. These are the minimum wage for the position listed. Vendors may access the job descriptions via the Department of Administration, Division of Human Resource Management website [http://hr.nv.gov](http://hr.nv.gov) under “Class Specifications”.

<table>
<thead>
<tr>
<th>State Position Classification/Title</th>
<th>Pay Grade</th>
<th>Per Hour Rate Paid to Employee *</th>
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<tbody>
<tr>
<td>Military Security Officer V</td>
<td>39</td>
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<td>Military Security Officer IV</td>
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<td>Military Security Officer II</td>
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<td>$20.68 to $30.57</td>
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<td>Military Security Officer I</td>
<td>31</td>
<td>$19.00 to $27.94</td>
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<td>Security Officer Supervisor</td>
<td>29</td>
<td>$17.50 to $25.59</td>
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<tr>
<td>Security Officer</td>
<td>27</td>
<td>$16.13 to $23.49</td>
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