

State of Nevada
Department of Administration

Purchasing Division

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



Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

State of Nevada
Purchasing Division
Request for Qualifications: 3456
For
BACKGROUND CHECK SERVICE

Release Date: August 17, 2017

Deadline for Submission and Opening Date and Time: September 6, 2017 @ 2:00 PM

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

For additional information, please contact:

Gideon Davis, Purchasing Officer

State of Nevada, Purchasing Division

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(TTY for Deaf and Hard of Hearing: 1-800-326-6868

Ask the relay agent to dial: 1-775-684-0196/V.)

Refer to Section 8 for instructions on submitting an RFQ Response

VENDOR INFORMATION SHEET FOR RFQ 3456

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 SOQ proposal.

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

V5	Facsimile Number	
	Area Code:	Number:

V6	Toll Free Number	
	Area Code:	Number:

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

V8	Telephone Number for Contact Person	
	Area Code:	Number:

V9	Facsimile Number for Contact Person	
	Area Code:	Number:

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

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

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

All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: www.leg.state.nv.us/law1.cfm.

1. PROJECT OVERVIEW

The State of Nevada Purchasing Division is seeking Statements of Qualifications (SOQs) from qualified vendors to provide background screening and verification services statewide on an as needed basis.

The State may award one (1) or more contracts in conjunction with this RFQ, 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.

Resulting contract(s) shall not be mandatory for State agencies located in geographic regions serviced by the contract(s). 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 RFQ; however, they are not required to do so.

The State Purchasing Division shall administer contract(s) resulting from this RFQ. The resulting contract(s) shall be for an initial contract term of four (4) years, anticipated to begin December 1, 2017, subject to Board of Examiners approval.

1.1 HISTORIC USAGE

The Nevada Fiscal Year (FY) runs July 1 through June 30. Below are usage figures for FY 2014 through FY 2017 (as of May 22, 2017): \$106,294.18

1.1.1 FY 2014: \$24,370.40

1.1.1.1 Department of Public Safety: \$17,946.90

1.1.1.2 Department of Wildlife: \$2,397.50

1.1.1.3 Department of Employment, Training and Rehabilitation: \$4,026.00

1.1.2 FY 2015: \$51,283.05

1.1.2.1 Governor's Office of Economic Development: \$462.35

1.1.2.2 Peace Officer Standards and Training: \$128.50

1.1.2.3 Welfare and Supportive Services: \$80.00

1.1.2.4 Department of Public Safety: \$29,081.90

1.1.2.5 Colorado River Commission: \$546.00

1.1.2.6 Department of Wildlife: \$2,211.00

1.1.2.7 Financial Institutions Division: \$17,980.30

1.1.2.8 Department of Employment, Training and Rehabilitation: \$793.00

1.1.3 FY 2016: \$22,284.09

- 1.1.3.1 Governor's Office of Economic Development: \$177.30
- 1.1.3.2 Peace Officer Standards and Training: \$577.00
- 1.1.3.3 Department of Public Safety: \$4,786.49
- 1.1.3.4 Colorado River Commission: \$134.50
- 1.1.3.5 Department of Wildlife: \$3,688.94
- 1.1.3.6 Financial Institutions Division: \$12,817.36
- 1.1.3.7 Department of Employment, Training and Rehabilitation: \$102.50

1.1.4 FY 2017: \$8,356.64

- 1.1.4.1 Judicial Branch: \$1,143.50
- 1.1.4.2 Governor's Office of Economic Development: \$257.20
- 1.1.4.3 Peace Officer Standards and Training: \$307.00
- 1.1.4.4 Aging and Disability Services Division: \$1,884.00
- 1.1.4.5 Colorado River Commission: \$122.50
- 1.1.4.6 Financial Institutions Division: \$4,642.44

1.2 CONTRACT(S) USAGE

No guarantee is made by the state as to the volume of service to be given to the awarded vendor(s) under any resulting contract.

1.3 CURRENT VENDORS

The State currently has two (2) vendors under contract for these services:

- 1.3.1 American Databank
<http://naspo.valuepoint.org/#/contract-details/33/overview/general>
- 1.3.2 Employer Lynx, Inc.
<http://purchasing.nv.gov/Contracts/Documents/BackgroundInvestigations/>

2. REQUEST FOR QUALIFICATIONS

2.1 RFQ PROCESS

The process by which RFQ Responses shall be considered for award under this RFQ consists of two (2) distinct stages.

2.1.1 First Stage

The first stage is a determination of whether or not the vendor qualifies under the set of General Minimum Qualifications (*refer to Section 2.2*). If a vendor is determined to not meet any one of the General Minimum Qualifications, the RFQ response in its entirety shall not be considered for award.

2.1.2 Second Stage

If the vendor meets all of the General Minimum Qualifications, the SOQ shall be evaluated to determine if it meets the Technical Minimum Qualifications (*refer to Section 2.3*). RFQ responses that do not contain the required information shall not be considered for award. Each RFQ response shall be reviewed independently in the Technical Minimum Qualification section.

2.2 GENERAL MINIMUM QUALIFICATIONS

- 2.2.1 Proposing vendors must be licensed in the State to engage in business and in compliance with NRS 648 (<https://www.leg.state.nv.us/NRS/NRS-648.html>). Pursuant to NRS 648.060(1)(b), it is unlawful to submit a proposal for these services without being licensed in the State.
- 2.2.2 Proposing vendors must be in full compliance with the Fair Credit Reporting Act (FCRA), and research staff must have and maintain credentials and/or licenses as required by FCRA.
- 2.2.3 This RFQ contains two (2) distinct services options. Vendors may propose on one or both service options. Proposing vendors must indicate which service options will be included in their proposal.
 - 2.2.3.1 Complete Background Investigations (i.e. law enforcement)
 - 2.2.3.2 Selected Elements Background Investigations (i.e. pre-employment)

2.3 TECHNICAL MINIMUM QUALIFICATIONS

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

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

- 2.3.1 Vendors shall provide a list of all states where vendor is licensed to work.
- 2.3.2 Vendors shall acknowledge this proposal is intended only for the United States. Using agencies requiring services outside the United States will negotiate pricing and terms separately and in writing with an awarded vendor, and vendor is not required to accept the work.
- 2.3.3 All activities are time sensitive.
 - 2.3.3.1 Thorough and extensive background investigations may be required in as short as 30-60 calendar days; however, using agencies understand special circumstances may arise which cause delays in performing an investigation. Awarded vendor(s) may negotiate due dates with using agencies.

- 2.3.3.2 Vendor proposals shall include a timetable indicating the average time a full background investigation (unscreened) would take from start to finish.
- 2.3.3.3 Awarded vendor(s) shall work closely with each using agency to establish realistic time lines and agrees to immediately inform using agencies when time line slippage will occur and why.
- 2.3.4 Vendors must protect personal information.
 - 2.3.4.1 Vendors shall comply with NRS 603A – Security of Personal Information (<http://www.leg.state.nv.us/NRS/NRS-603A.html#NRS603A>).
 - 2.3.4.2 Vendors shall include a copy of Vendor security policy in the technical proposal.
 - 2.3.4.3 In the event of a data security breach, the Vendor must notify the Purchasing Division and all affected using agencies within six (6) business hours.
- 2.3.5 Describe vendor investigative process. Specifically address how the vendor will limit cost by notifying the agency if potentially disqualifying information is discovered to allow the agency to determine if the investigation should continue beyond that point.

2.4 COMPLETE BACKGROUND INVESTIGATIONS

This service option encompasses complete background investigations, normally used for law enforcement personnel.

- 2.4.1 Describe vendor ability and methods to accommodate both using agency and vendor provided questionnaires for initiating investigations.
- 2.4.2 Please describe items included in a complete background investigation. At a minimum, the following should be addressed:
 - 2.4.2.1 Applicant’s personal history file provided by the using agency—some examples are:
 - A. Birth certificate
 - B. Citizenship papers
 - C. Marriage/divorce documents
 - D. Educational transcripts and degrees
 - E. Insurance documents
 - F. Other documents provided by the using agency
 - 2.4.2.2 Criminal history, including local, county, state and federal

- 2.4.2.3 Civil court and traffic records within the jurisdictions the applicant has resided or attended school
- 2.4.2.4 Credit reports
- 2.4.2.5 In person, if possible, or telephone interviews with:
 - A. Spouse, former spouse, or significant other
 - B. Parents
 - C. Landlord(s) for at least the previous two (2) years
 - D. Immediate neighbors for each residential location
 - E. Current and prior employers
 - F. Minimum two (2) listed references
 - G. Minimum two (2) developed/secondary references
- 2.4.2.6 Selective service registration check and military records review and report, where applicable—to include discharge certificates
- 2.4.2.7 Information on:
 - A. Arrests
 - B. Dismissals
 - C. Acquittals
 - D. Convictions
 - E. Sentences
 - F. Pending court actions
 - G. Warrants
 - H. Court stalking
 - I. Restraining orders
 - J. Orders of protection against domestic violence
- 2.4.2.8 Any information which might prevent the individual from obtaining security clearance
- 2.4.2.9 A minimum examination time frame of seven (7) years, with a preference for entire adult history examination for sworn law enforcement positions
- 2.4.3 Please provide details about capacity and an estimate of the maximum number of background investigations the vendor can process per month.
- 2.4.4 Provide details on how the vendor will work with using agencies to establish timelines, identify specific needs, and accommodate agency requests.
- 2.4.5 Using agencies may require services that include third party billing, please describe vendor ability and method to provide this service.

2.5 SELECTED ELEMENTS BACKGROUND INVESTIGATIONS

This service option allows using agencies to pick selected elements of a background investigation from an à la carte menu.

2.5.1 Provided detailed descriptions of à la carte services offered in concert with prices as requested in *Section 4, Cost*. Please include whether vendor charges for an unsuccessful search and reasoning.

2.5.2 Explain method for a using agency to order services from the à la carte menu and the process followed for each item ordered.

2.6 ADDITIONAL SERVICES

2.6.1 The list of services is not meant to be all-inclusive. Agencies may request other, similar services not included in the proposal.

2.6.2 A using agency must provide vendor the type of service needed and a brief description. Fees for additional services will be negotiated between a using agency and vendor in writing prior to vendor providing services.

3. COMPANY BACKGROUND AND REFERENCES

3.1 VENDOR INFORMATION

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

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

3.1.2 A Nevada-based business may apply for a five percent (5%) preference on its proposal. This preference may apply if a business has its principal place of business within Nevada. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis. To claim this preference

a business must submit a letter with its proposal showing that it qualifies for the preference.

3.1.3 **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.

3.1.4 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>.

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

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

Yes		No	
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If “No”, provide explanation.

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

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

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

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

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

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State

of Nevada within the past two (2) years, and if such person 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 RFQ, and specify the services that each person shall be expected to perform.

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

Does any of the above apply to your company?

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

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

- 3.1.8 Vendors shall review and provide if awarded a contract the insurance requirements as specified in ***Attachment D, Insurance Schedule for RFQ 3456.***
- 3.1.9 Company background/history and why vendor is qualified to provide the services described in this RFQ. Limit response to no more than five (5) pages.
- 3.1.10 Provide a brief description of the length of time vendor has been providing services described in this RFQ to the public and/or private sector.
- 3.1.11 Financial information and documentation to be included in accordance with ***Section 8.5, Part III – Confidential Financial Information.***

- 3.1.11.1 Dun and Bradstreet Number
- 3.1.11.2 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 RFQ. 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	
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If “Yes”, vendor shall:

- 3.2.1.1 Identify specific subcontractors and the specific requirements of this RFQ 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 RFQ 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 minimum of three (3) business references from similar projects performed for private and/or public sector clients within the last three (3) 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, RFQ Timeline** for inclusion in the evaluation process. Reference Questionnaires not

received, or not complete, may adversely affect the vendor's score in the evaluation process.

- 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 RFQ per *Attachment F, Proposed Staff Resume*.

4. COST

4.1 FIRM FIXED PRICES

4.1.1 Vendors shall submit firm fixed prices for all proposed services. Prices shall be submitted in the format provided in *Attachment G, Cost Schedule*. Vendors must provide detailed prices for all costs associated with the responsibilities and related services. Clearly specify the nature of all expenses anticipated.

4.1.1.1 For Complete Background Investigations, vendor agrees to discuss each case with the using agency and provide a cost estimate. Using agencies may place a dollar limit on a case. Any limits shall be agreed to in writing prior to beginning service.

4.1.1.2 For Selected Elements Background Investigations, vendor shall provide transparent pricing on *Attachment G* that includes all costs associated with the related service.

4.2 TRAVEL EXPENSES

4.2.1 Any travel expenses will charge according to General Service Administration (GSA) rates. GSA rates are set by federal fiscal year, effective October 1 each year. Current rates can be found at: <https://www.gsa.gov/portal/content/104877>. Refer to *Section 10.3.5, Travel* for details.

4.3 OTHER

4.3.1 State reimbursement for pass-through expenses is limited to: court record fees, copying fees, degree verification, charges imposed by motor vehicle departments, and database searches.

5. FINANCIAL

5.1 PAYMENT

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

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

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.
- 5.2.3 The State presently has a Procurement Card Program that participating State agencies may use to pay for some of their purchases. The Program is issued through a major financial institution and is treated like any other major credit card. Using agencies may desire to use the card as a method of payment. No additional charges or fees shall be imposed for using the card. Please indicate in your proposal response if you will accept

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.

5.4 ADMINISTRATIVE FEE

- 5.4.1 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.
- 5.4.2 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.

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.

The template for the required Quarterly Administrative Fee & Usage Report outlined below in **Section 5.5 and 5.6**, may be downloaded from the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. The report must be submitted via email to: NVQtlyReport@admin.nv.gov

5.5 NEVADA PURCHASING DIVISION STATEWIDE CONTRACT QUARTERLY ADMINISTRATIVE FEE REPORT.

5.5.1 Contractor shall complete the Statewide Contract Quarterly Administrative Fee Report. 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.

5.6 NEVADA PURCHASING DIVISION STATEWIDE CONTRACT QUARTERLY USAGE REPORT

5.6.1 The Contractor shall complete the Statewide Contract Quarterly Usage Report to include at a minimum the data element information listed below:

Data Element	Description
Customer Name	Name of entity making the purchase—if customer has multiple locations, please use the main entity name.
Customer Type	Indicate the type of entity making the purchase: S=State Agency E=University and Community College P=Political Subdivision O=Other Entity
PO # or Other Authorization Type	Number provided by the customer to authorize the purchase. If purchase was made with a credit card enter P-Card.
Purchase Description	Description of the product or service purchased.
Quantity	Quantities (excluding returns) of products delivered—enter a quantity of one (1) for a service.
Unit Price	Unit price charged (excluding credits) for the product or service purchased.
Total Cost	Total cost of the purchase—quantity delivered x unit price charged.

5.7 FEE PAYMENT AND REPORT SCHEDULE

5.7.1 Contractor shall pay the administrative fee quarterly, if owed, and provide the Quarterly Administrative Fee & Usage Report to the Purchasing Division even if no payments are made in a quarter in accordance with the following schedule:

Period End	Report Due
March 31	May 15
June 30	August 14
September 30	November 14

5.8 REPORT MODIFICATIONS

- 5.8.1 The Purchasing Division reserves the right to modify the requested format and contents of the Quarterly Administrative Fee & Usage Report by providing thirty (30) calendar days written notice to Contractor. 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 Quarterly Administrative Fee & Usage Report. Contractor understands and agrees that if such an amendment is issued by the Purchasing Division, Contractor shall comply with all contract terms, as amended.

5.9 TIMELY REPORTS AND FEES

- 5.9.1 If the administrative fee is not paid and quarterly report is not received within forty five (45) calendar days of quarter end, then Contractor will be in material breach of this contract.

6. WRITTEN QUESTIONS AND ANSWERS

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

6.1 QUESTIONS AND ANSWERS

- 6.1.1 The RFQ 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 RFQ number and the “Question” link.
- 6.1.2 The deadline for submitting questions is as specified in *Section 7, RFQ 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, RFQ Timeline*.

7. RFQ TIMELINE

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

Task	Date/Time
RFQ Release	08/17/2017
Deadline for submitting questions	08/23/2017 @ 12:00 PM
Answers posted to website	On or about 08/25/17
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 09/05/2017

Task	Date/Time
Deadline for submission and opening of SOQs	No later than 2:00 PM on 09/06/2017
Evaluation period (approximate time frame)	09/06/2017 – 09/20/2017
Selection of vendor	On or about 09/20/2017
Anticipated BOE approval	11/14/2017
Contract start date (contingent upon BOE approval)	12/01/2017

8. RFQ RESPONSE 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 RFQ # 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 SOQ* 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 SOQs*.
- 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 RFQ opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two (2) days in advance of the opening.
- 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 RFQ and shall be presented in the same order. Written responses shall be in ***bold/italics*** and placed immediately following the applicable RFQ 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 RFQ. Expensive color displays, promotional materials, etc., are not necessary or desired. Emphasis shall be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.
- 8.1.12 For purposes of addressing questions concerning this RFQ, the sole contact shall be the Purchasing Division as specified on Page 1 of this RFQ. Upon issuance of this RFQ, other employees and representatives of the agencies identified in the RFQ shall not answer questions or otherwise discuss the contents of this RFQ with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent 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 RFQ 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 RFQ 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 I A – TECHNICAL STATEMENT OF QUALIFICATIONS (SOQ)

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

8.2.2.1 Section I – Title Page – with the following information:

Part IA – Technical SOQ	
RFQ Title:	Background Check Service
RFQ:	3456
Vendor Name:	
Address:	
Opening Date:	September 6, 2017
Opening Time:	2:00 PM

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. ***Attachment H – Certification Regarding Lobbying*** signed by an individual authorized to bind the organization.
- E. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.
- F. Copies of applicable certifications and/or licenses.

8.2.2.5 Section V – General Minimum Qualifications

Vendors shall place their written response(s) to ***Section 2.2, General Minimum Qualifications*** in ***bold/italics*** immediately following the applicable RFQ question, statement and/or section.

8.2.2.6 Section VI – Technical Minimum Qualifications & Scope of Services

Vendors shall place their written response(s) to **Section 2.3 through Section 2.6** in **bold/italics** immediately following the applicable RFQ question, statement and/or section.

8.2.2.7 Section VII– Section 3 – 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 RFQ question, statement and/or section. This section shall also include the requested information in **Section 3.2, Subcontractor Information**, if applicable.

8.2.2.8 Section VIII – 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.

8.2.2.9 Section IX – 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 SOQ

8.3.1 Vendors only need to submit Part IB if the SOQ 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 SOQ file that includes the following:

8.3.2.1 Section I – Title Page with the following information:

Part I B – Confidential Technical SOQ	
RFQ Title:	Background Check Service
RFQ:	3456
Vendor Name:	
Address:	
Opening Date:	September 6, 2017
Opening Time:	2:00 PM

8.3.2.2 Section II – Confidential Technical

Vendors shall cross reference the confidential technical information back to the technical SOQ, 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:

Part II – Cost Proposal	
RFQ Title:	Background Check Service
RFQ:	3456
Vendor Name:	
Address:	
Opening Date:	September 6, 2017
Opening Time:	2:00 PM

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:

Part III – Confidential Financial Information	
RFQ Title:	Background Check Service
RFQ:	3456
Vendor Name:	
Address:	
Opening Date:	September 6, 2017
Opening Time:	2:00 PM

8.5.1.2 Section II – Financial Information and Documentation

Vendors shall place the information required per *Section 3.1.11* in this tab.

8.6 CONFIDENTIALITY OF SOQS

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 RFQ response marked “confidential” conforms to NRS §333.333, which states “Only specific parts of the RFQ

response may be labeled a “trade secret” as defined in NRS §600A.030(5)”. Not conforming to these requirements shall cause your proposal to be deemed non-compliant and shall not be accepted by the State of Nevada.

- 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.

Gideon Davis, Purchasing Officer State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFQ #:	3456
OPENING DATE:	September 6, 2017
OPENING TIME:	2:00 PM
FOR:	Background Check Service
VENDOR’S NAME:	

- 8.7.3 Proposals shall be received at the address referenced below no later than the date and time specified in *Section 7, RFQ 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. RFQ RESPONSE EVALUATION AND AWARD PROCESS

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

9.1 General Minimum Qualifications shall be evaluated on a pass/fail basis. Only vendors who meet the General Minimum Qualifications will have their Technical SOQs considered.

9.2 Technical SOQs shall be consistently evaluated and scored in accordance with NRS 333.335 based upon the following criteria and weights. Each criterion will be evaluated and given a 0 to 10 score, this score will be multiplied by the criterion weight to determine a weighted score. All weighted scores will be added together to determine a final score.

9.2.1 Demonstrated competence | 25

9.2.2 Experience in performance of comparable engagements | 20

9.2.3 Conformance with the terms of this RFQ | 10

9.2.4 Expertise and availability of key personnel | 10

9.2.5 Cost | 35

Cost proposals will be evaluated in the following way:

9.2.5.1 Each item will be scored individually by comparing “Bid Price” as provided by proposing vendors on **Attachment G, Cost Schedule**. For each item, a proposer will only be scored if the proposer bid on the item.

9.2.5.2 Individual items will be scored using the following formula:

$\frac{\text{Lowest Cost Submitted by any Proposer}}{\text{Proposer's Cost}} = \text{Price Factor}$

9.2.5.3 All individual item Price Factors will be averaged together to determine an Average Price Factor.

9.2.5.4 Average Price Factor multiplied by 10 and rounded to the nearest whole number will be the Cost Score used in evaluating a vendor proposal.

9.2.6 Effective July 1, 2017, a five percent (5%) preference will be awarded to businesses based in Nevada. A Nevada business is defined as a business which certifies either that its ‘principal place of business’ is in Nevada, as identified in **Section 3.1, Vendor Information**, or that a ‘majority of goods provided for the contract are produced’ in Nevada. The preference will be applied to the total score.

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

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

- 9.4** 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 RFQ pursuant to NRS 333.335.
- 9.5** 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.
- 9.6** 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.
- 9.7** 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.
- 9.8** 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 RFQ.
- 9.9** 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.
- 9.10** Any contract resulting from this RFQ 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 SOQ TERMS AND CONDITIONS

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

- 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 RFQ, or to withdraw this RFQ, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 10.1.3 The State reserves the right to waive informalities and minor irregularities in RFQ responses received.
- 10.1.4 For ease of responding to the RFQ, vendors are encouraged to download the RFQ from the Purchasing Division's website at <http://purchasing.nv.gov>.
- 10.1.5 The failure 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 per 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 this 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, 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 will 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 RFQ. 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 response or any other such expenses incurred by the vendor in responding to the RFQ, are entirely the

responsibility of the vendor, and shall not be reimbursed in any manner by the State.

- 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 Chapter 333 of the Nevada Administrative Code.
- 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 will 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 RFQ response.

- 10.2.1 The contractual authority, as identified by the not to exceed amount of the contract, does not obligate the State of Nevada to expend funds or purchase goods or services up to that amount; the purchase amount will be controlled by the individual using agency's purchase orders or other authorized means of requisition for services and/or goods as submitted to and accepted by the vendor.
- 10.2.2 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFQ, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 10.2.3 The awarded vendor shall maintain, for the duration of its 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 will be deemed a breach of contract.
- 10.2.4 The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.
- 10.2.5 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties shall consist of the

RFQ 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 RFQ, 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 RFQ.

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

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

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

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

10.2.9 The State will implement an administrative fee of 1% on contracts procured or negotiated by the Purchasing Division. This fee will be assessed over the time of the contract period. See *Section 5.4, Reports and Fees* for details.

10.3 PROJECT TERMS AND CONDITIONS

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

10.3.1 Award of Related Contracts

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

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

10.3.2 State Owned Property

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

10.3.3 Inspection/Acceptance of Work

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

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

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

10.3.4 Travel

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

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

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

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

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

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

10.3.5 Right to Publish

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

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

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

10.3.5.4 The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with the specific advance written authorization of the Administrator of the Purchasing Division or designee.

10.3.5.5 Throughout the term of the contract, the contractor shall secure the written approval of the State per **Section 10.3.5.2** prior to the release of any information pertaining to work or activities covered by the contract.

10.3.6 Protection of Sensitive Information

10.3.6.1 Sensitive information in existing legacy applications shall encrypt data as is practical.

10.3.6.2 Confidential personal data shall be encrypted.

10.3.6.3 Any electronic transmission of personal information shall comply with NRS 603A.215 (2 & 3).

10.3.6.4 Sensitive data shall be encrypted in all newly developed applications.

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.

Part IA– Technical SOQ Submission Requirements		Completed
Part IA submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Table of Contents	
Section III	Vendor Information Sheet	
Section IV	State Documents	
Section V	Section 2.2 – General Minimum Qualifications	
Section VI	Section 2.3-2.6 – Technical Minimum Qualifications & Scope of Services	
Section VII	Section 3 – Company Background and References	
Section VIII	Proposed Staff Resumes	
Section IX	Other Informational Material	
Part IB – Confidential Technical SOQ Submission Requirements		
Part IB submitted in one (1) separate PDF file		
Section I	Title Page	
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		
Section I	Title Page	
Section II	Cost Proposal	
Part III – Confidential Financial Information Submission Requirements		
Part III submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Financial Information and Documentation	
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 RFQ, vendors are requested to submit confidential information in separate files marked “**Part IB Confidential Technical SOQ**” 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.

Part IB – Confidential Technical SOQ Information			
YES		NO	
Justification for Confidential Status			

Part III – Confidential Financial Information			
YES		NO	
Justification for Confidential Status			

Company Name

Signature

Print Name

Date

This document must be submitted in Section IV of vendor’s technical proposal

ATTACHMENT B – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals shall be made in good faith and without collusion.
- (6) All conditions and provisions of this RFQ are deemed to be accepted by the vendor and incorporated by reference in the 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 RFQ. Any such relationship that might be perceived or represented as a conflict shall be disclosed. By submitting a proposal in response to this RFQ, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Vendor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Vendor 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 must 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 RFQ 3456

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



Insurance Schedule
for RFQ 3456.docx

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

INSTRUCTIONS TO PROPOSING VENDOR	
1.	Proposing vendor or vendor's proposed subcontractor SHALL complete Part A of the Reference Questionnaire.
2.	Proposing vendor SHALL send the following Reference Questionnaire to EACH business reference listed for completion of Part B, Part C and Part D.
3.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to: State of Nevada, Purchasing Division Subject: RFQ 3456 Attention: Gideon Davis, Purchasing Officer Email: RFQdocs@admin.nv.gov Fax: 775-684-0188 Please reference the RFQ number in the subject line of the email or on the fax.
4.	The completed Reference Questionnaire SHALL be received <i>no later than 4:30 PM PT 9/5/2017</i>
5.	Business references are NOT to return the Reference Questionnaire to the Proposer (Vendor).
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process shall be directed to the individual identified on the RFQ cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.



Reference
Questionnaire.doc

To open the document, double click on the icon.

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

ATTACHMENT F – PROPOSED STAFF RESUME

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



Proposed Staff
Resume.doc

To open the document, double click on the icon.

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

ATTACHMENT G – COST SCHEDULE



Cost Schedule.xlsx

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 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 will be required to comply.

ENVIRONMENTAL:

1. Archeological and Historic Preservation Act of 1974, PL 93-291
2. Clean Air Act, 42 U.S.C. 7506(c)
3. Endangered Species Act 16 U.S.C. 1531, ET seq.
4. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
5. Executive Order 11988, Floodplain Management
6. Executive Order 11990, Protection of Wetlands
7. Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
8. Fish and Wildlife Coordination Act, PL 85-624, as amended
9. National Historic Preservation Act of 1966, PL 89-665, 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
6. Rehabilitation Act of 1973, PL 93, 112

MISCELLANEOUS AUTHORITY:

1. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
2. Executive Order 12549 – Debarment and Suspension