|  |  |  |
| --- | --- | --- |
| State of Nevada |  | Brian Sandoval |
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| Jeffrey Haag |
| *Administrator* |

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| --- |
| State of Nevada |
| Purchasing Division |
| **Request for Proposal: 3404** |
| For |
| **MARKETING AUTOMATION AND**  **CRM DATABASE APPLICATION SERVICES** |

|  |
| --- |
| Release Date: February 8, 2017 |
| Deadline for Submission and Opening Date and Time: March 15, 2017 @ 2:00 PM |
| ***Refer to Section 8, 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 9 for instructions on submitting proposals*** |

**VENDOR INFORMATION SHEET FOR RFP 3404**

**Vendor Must:**

1. Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
2. Type or print responses; and
3. Include this Vendor Information Sheet in Tab III of the Technical Proposal.

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

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

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

|  |  |  |  |
| --- | --- | --- | --- |
| V4 | Telephone Number | | |
| Area Code: | Number: | Extension: |

|  |  |  |  |
| --- | --- | --- | --- |
| V5 | Facsimile Number | | |
| Area Code: | Number: | Extension: |

|  |  |  |  |
| --- | --- | --- | --- |
| V6 | Toll Free Number | | |
| Area Code: | Number: | Extension: |

|  |  |
| --- | --- |
| V7 | ***Contact Person for Questions / Contract Negotiations,***  ***including address if different than above*** |
| Name: |
| Title: |
| Address: |
| Email Address: |

|  |  |  |  |
| --- | --- | --- | --- |
| V8 | Telephone Number for Contact Person | | |
| Area Code: | Number: | Extension: |

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

|  |  |  |
| --- | --- | --- |
| V10 | ***Name of Individual Authorized to Bind the Organization*** | |
| Name: | Title: |

|  |  |  |
| --- | --- | --- |
| V11 | Signature ***(Individual must be legally authorized to bind the vendor per NRS 333.337)*** | |
| Signature: | Date: |

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

# PROJECT OVERVIEW

## The State of Nevada Purchasing Division, on behalf of the Division of Tourism, is seeking proposals from qualified vendors to provide Marketing Automation and CRM Database Application Services.

## The Nevada Division of Tourism and Cultural Affairs (NDTCA) exists to help achieve the statewide strategic priority of a vibrant and sustainable Nevada economy. The Division of Tourism (Tourism) accomplishes this by effectively promoting statewide tourism to enhance the economic vitality of Nevada and provide a vibrant quality of life for all Nevadans.

## TravelNevada, Tourism’s consumer facing name, reaches these goals by developing and executing a result-driven strategic marketing program that compels consumer purchase decisions through effective use of key marketing and sales channels.

## Tourism has a direct relationship with increases in revenues and taxes in Nevada’s communities, and TravelNevada works to promote the continued success of tourism.

## Tourism is funded entirely by lodging tax revenues, so driving overnight visitation is critical to the Tourism’s ability to continue to market the state and ensure long-term sustainability.

## The Division of Tourism will administer contract(s) resulting from this RFP. The resulting contract(s) will be for a contract term of four (4) years, anticipated to begin July 1, 2017, subject to Board of Examiners approval and will expire June 30, 2021.

## GOALS AND OBJECTIVES

### The nine (9) principal goals of this project are:

#### Measure/manage and provide multi-channel integration and analysis of marketing campaign effectiveness;

#### Manage and maintain a consumer database, as well as, track and record individual behavior through the visitor funnel;

#### Manage ongoing communications with consumers via email and/or other channels;

#### Provide insights into consumer demographics and lifestyles;

#### Track collateral fulfillment and call center operations and minimize costs by validating postal addresses and eliminating duplicate fulfillment requests;

#### Provide business intelligence and reporting via a data visualization tool;

#### Track and integrate data from Universal Analytics to measure the use and effectiveness of the TravelNevada website through code implementation;

#### Track effectiveness of shared links through a link shortener which integrates data generated from the use and tracking of widespread links through digital and social media sites; and

#### Combine metrics from marketing, fulfillment, and third (3rd) party sources into a comprehensive reporting portal.

# ACRONYMS/DEFINITIONS

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

| **Acronym** | **Description** |
| --- | --- |
| ***ANI*** | Automatic Number Identification |
| ***Assumption*** | An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence. |
| ***Awarded Vendor*** | The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP. |
| ***BOE*** | State of Nevada Board of Examiners |
| ***Confidential Information*** | Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS 333.020(5) (b). |
| ***Contract Approval Date*** | The date the State of Nevada Board of Examiners officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful vendor. |
| ***Contract Award Date*** | The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners. |
| ***Contractor*** | The company or organization that has an approved contract with the State of Nevada for services identified in this RFP. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance. |
| ***CRM*** | Customer Relationship Management |
| ***Cross Reference*** | A reference from one document/section to another document/section containing related material. |
| ***Customer*** | Department, Division or Agency of the State of Nevada. |
| ***Division/Agency*** | The Division/Agency requesting services as identified in this RFP. |
| ***DMO*** | Destination Marketing Organization |
| ***DNIS*** | Dialed Number Identification Service |
| ***Evaluation***  ***Committee*** | 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. |
| ***Exception*** | A formal objection taken to any statement/requirement identified within the RFP. |
| ***Goods*** | The term “goods” as used in this RFP has the meaning ascribed to it in NRS §104.2105(1) and includes, without limitation, “supplies”, “materials”, “equipment”, and “commodities”, as those terms are used in NRS Chapter 333. |
| ***Key Personnel*** | Vendor staff responsible for oversight of work during the life of the project and for deliverables. |
| ***LCB*** | Legislative Counsel Bureau |
| ***LOI*** | Letter of Intent - notification of the State’s intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award. |
| ***May*** | Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information. |
| ***Must*** | Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive. |
| ***NAC*** | Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: [**www.leg.state.nv.us**](http://www.leg.state.nv.us)**.** |
| ***NDTCA*** | Nevada Department of Tourism and Cultural Affairs |
| ***NOA*** | Notice of Award – formal notification of the State’s decision to award a contract, pending Board of Examiners’ approval of said contract, any non-confidential information becomes available upon written request. |
| ***NRS*** | Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: [**www.leg.state.nv.us**](http://www.leg.state.nv.us)**.** |
| ***Pacific Time (PT)*** | Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time. |
| ***Proprietary Information*** | Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a). |
| ***Public Record*** | All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]). |
| ***Redacted*** | The process of removing confidential or proprietary information from a document prior to release of information to others. |
| ***RFP*** | Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection as defined in NRS 333.020(8). |
| ***Shall*** | Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive. |
| ***Should*** | Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information. |
| ***State*** | The State of Nevada and any agency identified herein. |
| ***Subcontractor*** | Third party, not directly employed by the contractor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor. |
| ***Tourism*** | Nevada Division of Tourism |
| ***Trade Secret*** | Information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. |
| ***TravelNevada*** | Consumer facing brand of Nevada Division of Tourism. |
| ***User*** | Department, Division, Agency or County of the State of Nevada. |
| ***Vendor*** | Organization/individual submitting a proposal in response to this RFP. |
| ***Will*** | Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive. |

## STATE OBSERVED HOLIDAYS

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

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

# SCOPE OF WORK

## DATABASE OVERVIEW, SIZE & GROWTH

### Program Overview

Tourism seeks professional database management and associated analytical services to:

#### Measure and manage marketing campaign effectiveness;

#### Manage and maintain consumer database and work with agency of record to track individual behavior through the visitor experience funnel;

#### Manage ongoing communications with consumers via email and/or other channels;

#### Provide insights to consumer demographics and lifestyles;

#### Track collateral fulfillment and call center operations and minimize costs by validating postal addresses and eliminating duplicate fulfillment requests;

#### Provide business intelligence and reporting via a data visualization tool;

#### Track and integrate data from Universal Analytics to measure the use and effectiveness of the TravelNevada website through code implementation;

#### Track effectiveness of shared links through a link shortener which integrates data generated from the use and tracking of widespread links throughout digital and social media sites; and

#### Combine metrics from marketing, fulfillment, and third (3rd) party sources into a comprehensive reporting portal.

### Database Overview

#### Existing Database

Anticipated approximate database size:

##### 2.8 million individual consumer records; 2.6 million of which are active;

##### 5.8 million historical inbound touch records, consisting of inquiries, requests for collateral, newsletter signups, survey responses, email clickthrus, account creation, itinerary development, etc.; and

##### 27 million historical outbound touch records, primarily consisting of emails sent.

#### Projected Fiscal Year Volumes

##### 100 thousand consumer records;

##### 250 thousand inbound touch records; and

##### 3.5 million outbound touch records.

#### Miscellaneous

##### Data to be loaded and reported daily; and

##### A system which supports user level permissions to control access to database, its various functions, and the ability to update information.

### Data Sources

#### Public Web pages

Hosting of web-based forms or web-based-APIs to collect both requests for TravelNevada collateral and e-newsletter signups with the following common requirements:

##### Minimal interface (no images, etc.) for hosting in an iframe/API;

##### Capture requests directly into the marketing database and match them to campaigns via tracking codes;

##### Log both the loading and submission of the pages. (Some non-submitted page loads are counted as non-conversion responses to marketing campaigns.);

##### Ability to host page as a sub domain of TravelNevada.com;

##### Ability to add and remove multiple sets of tracing code from various third (3rd) parties including but not limited to Universal Analytics, Bing, remarketing code, etc. Tracing code may apply to every instance of the pages, or in some cases may be applicable only to certain campaigns; and

##### Provide a list of active sources for selection by consumer (How did you hear about us?), hiding the list if the campaign can be determined by a tracking token.

#### Private Web Pages

Additional data collection pages are needed for collateral requests received via the Tourism call center and requests received via postal mail. These pages are only available to Tourism and/or designated personnel.

#### Common Requirements

##### Access to the pages is authenticated by multiple security layers, such as IP address, password, etc. (i.e. these pages are not available to the general public.);

##### Log the source of the data entry (call center or mail room);

##### Provide a list of active sources for data entry (How did you hear about us?); and

##### Log both the loading and submitting of the page.

#### Additional Requirements for Call Center Page(s)

Note: Tourism currently utilizes one (1) U.S. call center, though has hosted call centers in other countries and other languages. The awarded vendor should have the capability to host multiple call center scripts in English and in other languages. Tourism would provide translated versions in the other languages.

##### In addition to lead data, capture date/time, agent, ANI, DNIS/phone number;

##### Automatically match calls to campaigns via unique phone numbers;

##### Provide a training version of the page in a secure area; and

##### Provide means of dispositioning the call as a hang-up, incomplete, inquiry, wrong number, or completed order.

#### Data Files

##### TravelNevada receives consumer requests in a variety of files and formats from multiple vendors. In addition to consumer touches and requests from marketing programs, these include shipping confirmation files from fulfillment vendors, and cost files from vendors managing media buys. Each of these must be loaded into the database, applied as necessary, and associated with the campaign(s) generating the request/data. Many of these file receipts are recurring, and some are one-offs.

##### In Fiscal Year 2016, 381 files were loaded into Tourism’s database. Approximately 300 were shipping confirmation files and 57 were reader service listing (RSL) files, and the remaining files were from miscellaneous sources, sites and publishers.

##### Proposing vendors should describe their procedures for receiving files from multiple parties, including available methods of transmission, and applicable security precautions to prevent unauthorized access to Tourism data.

##### Proposing vendors should elaborate on their ability to track individual touches back to the source of data from which they were received. Include data sources and implementation tools used to collect third (3rd) party information if available.

#### API Integrations

##### Data from third (3rd) party platforms is incorporated into the marketing database via API access to those platforms. Current integrations include:

###### Download of web visitation metrics and conversion events by date and campaign from Universal Analytics. These metrics are available for reporting in combination with data from other sources.

###### Download of browsing history (pages visited) for consumers who have requested collateral or signed up for the e-newsletter. This data is used to provide individual consumer interests based on their unique website interactions. Proposing vendors should specify how this information is obtained and how unique user information is collected and recorded.

###### Proposing vendors should specify the ability to download various social media metrics (likes, etc.). These metrics are available for reporting in combination with data from other sources.

###### Proposing vendors should describe their past experiences with the above types of data integrations.

#### Data Cleansing

##### Incoming terrestrial address data should be standardized and validated according to the standards set by the U.S. Postal Service, the Canadian Post, etc.

##### Address data formatting should be flexible enough to accommodate international postage.

##### Address should be corrected when possible.

##### Proposing vendors should describe their ability to conform incoming data to these standards.

##### If third (3rd) party software or services are used, proposing vendors should identify these and quantify their experience with them (number of clients using the software/service, length of time used, and volume of data processed).

##### Proposing vendors should describe their process for ensuring the ongoing quality of data loaded to the database and what safeguards are in place to detect and handle data received that is low quality.

## FULFILLMENT PROCESSING

Tourism fulfills consumer requests for information, using a vendor to warehouse and ship the collateral. As the collateral is free to the consumer, it is important to keep costs down by eliminating duplicate requests and requests with invalid addresses. To achieve this goal, the database manager is required to:

### Create a daily file of unique consumer requests and transmit it to the fulfillment vendor. (International shipping may be handled by a separate vendor, in which case a separate file will need to be prepared.)

### Receive daily shipping confirmation file(s), and apply the confirmed ship date to the fulfillment record.

### Provide comprehensive reporting on fulfillment activity, including record counts of requests, shipments, and detail on any records not fulfilled and why.

### Proposing vendors should describe their ability to eliminate duplicate requests, including the ability to classify similar addresses as duplicates (e.g. Main Street vs. Main St.).

### Proposing vendors should describe their ability to prevent unwanted orders from being shipped when consumers indicate they did not order the material or do not wish to receive it.

### Since Tourism may consider a shift to a la carte fulfillment packets to customize it to the needs of individual consumers, proposing vendor must show an ability to support this form of fulfillment. Proposing vendors should describe how their platform would accommodate this scenario.

## MARKETING AUTOMATION

### Campaign Master

#### In order to effectively report on the various TravelNevada marketing campaigns, the database needs a tool to manage campaign data including media source and channel, costs, run dates, etc. This tool should also support the ability to define custom fields as needed to describe and categorize the various campaigns. Proposing vendor should describe their tool’s capabilities in this area, including standard fields available and the number of, or any limitations pertaining to, custom fields that it supports.

#### TravelNevada has several years of historical campaign data, and will expect the awarded vendor to load this data into their system. In addition, campaign costs files will be received periodically and the database manager will need to load these and update associated costs. Broadcast and digital advertising marketing costs are an example of this. Tourism receives a file from the media buyer consisting of every spot that ran plus its associated costs. These costs are rolled up by network/publisher and updated into the campaign master. The detailed spot data is retained for reporting metrics such as cost per spot, responses per spot, etc. In addition to uploads of campaign data, Tourism also needs a daily download of the campaign data to an FTP site for integration into on-site tools.

#### Proposing vendor should describe the capabilities of their media tool to facilitate data entry of campaign data or any features they feel would be relevant and beneficial to Tourism.

### Database Search and Opt Out

Although the majority of opt outs are received and processed automatically, Tourism is occasionally contacted directly by a consumer wishing to opt out of further communications. Accordingly, the database tools need to include an ability to search for customers and set their communication permissions manually.

### Email Delivery

#### Tourism communicates regularly via email to consumers who have opted in. These emails are currently set on a monthly basis with targeted messaging based on a consumer’s market profile. Also, some emails are automated and recurring, such as a “thank you” email to recent inquirers that go out daily. The email delivery platform requirements are:

##### Message creation, including ability to import html from another tool;

##### Open and click tracking, including historical access to standard email delivery metrics;

##### Flexible list selection, including the ability to select consumers based on their past behavior (number of inquiries, sources(s) of inquiries, responses or lack thereof to prior email campaigns, etc.);

##### Have the capability to adjust creative/content in-message based on audience or group;

##### Have the capability to incorporate database fields (Name, etc.) into email message;

##### Seed list;

##### Hosting of CAN-SPAM compliant unsubscribe page and other functions as required for compliance to applicable regulations;

##### “A-B” message testing to evaluate the effectiveness of different creative;

##### Periodic cleansing out of consumers who do not open or click on emails;

##### Tracking fully integrated with Campaign Master;

##### Have the ability to create unique short links from more verbose URLs to enable integrated and more complete tracking of links shared through any channel; and

##### Have the capability to re-send to consumers who do not open emails.

#### Tourism may alter its messaging strategy to produce and send emails that are more closely targeted to consumer interests. Proposing vendor should discuss any targeting capabilities of their platform that may apply here. Proposing vendors should give an example of how these capabilities have benefited other organizations and particularly DMOs or those in the travel and tourism industry.

#### Proposing vendor should explain if their communication platform supports channels other than email.

### Engagement Study

Tourism conducts a quarterly engagement study, in which consumers are surveyed to determine the impact of TravelNevada’s marketing efforts on their decision to travel. Conversion rates are determined based on the survey responses. TravelNevada is interested in using the information to gather information about travel patterns and develop consumer modeling strategies.

#### Proposing vendor should discuss their platform’s ability to survey consumers and analyze the results.

#### Proposing vendor should explain if they have performed similar work for other organizations particularly DMOs and those in the travel and tourism industry.

## ANALYTICS AND PROFILING

### Demographic and Psychographic Appends

Tourism utilizes insight to consumers and their behavior, beyond the data submitted by consumers.

#### Proposing vendors should discuss their ability to append demographic and psychographic/behavioral data to the Tourism database using third (3rd) party date.

#### Proposing vendors should provide details of how many organizations (particularly DMOs or those in the travel and tourism industry) they have produced in the past, and explain how they benefited.

##### Regular append process (e.g. monthly);

##### Integration of appended variables with all reporting (inquiries, email, etc.); and

##### Appended variables available for campaign selection.

### TNS Travels America Survey Data Files

Tourism subscribes to Travels America survey data, provided by TNS, and uses this information to profile known travelers to the state.

#### Proposing vendors should indicate any prior experience in this type of profiling and cite examples of how it was leveraged to benefit other organizations. Experiences with DMOs or the travel and tourism industry are of particular interest.

### Additional Profiling

#### Proposing vendors should identify any capabilities they have for profiling of consumers and/or travel data, etc. that could benefit Tourism.

#### Has the proposing vendor implemented similar solutions for other organizations, particularly DMOs or those in the travel and tourism industry and how were they benefited?

#### Is the proposing vendor working with or do they have the capability to integrate with other well-known and popular traveler measurement/profiling tools?

#### Proposing vendors should provide examples of successful cooperation with third (3rd) party integrations.

## BUSINESS INTELLIGENCE AND REPORTING

### Stock Reports

Timely and accurate reporting is essential to the ongoing management of TravelNevada marketing campaigns and fulfillment operations. Currently, files are received from the integrated marketing agency of record, who buys media on behalf of Tourism. This allows Tourism to audit what spots ran on what stations and at what cost, including any bonus/no cost media Spot/cost reports are produced to include station by station cost-per-spot and associated website visits and conversions. These reports are used as back-up reporting to the actual invoices that Tourism receives from the media buyer.

#### Anticipated report needs include:

##### Marketing plan detail and cost rollups by campaign categories, season, market area, etc.;

##### Designated market area (DMA) maps by inquiry counts and market penetration;

##### Fulfillment history, detail, and exceptions by time period, campaign, and/or type of fulfillment (postal mail vs digital);

##### Monthly campaign reports including costs, responses, and cost per response by campaign category, media source, etc.;

##### TV reporting by time period, network/station, and market area for spot-related metrics such as cost per spot, response per spot, etc.;

##### Digital reporting; and

##### Other reporting which is identified and required by evolving TravelNevada marketing requirements.

#### Proposing vendors should provide examples of campaign performance reporting and other relevant reports that are either native to their solution or have been custom-developed for users of the proposed solutions.

### Interactive Reporting

#### In addition to pre-built reports, Tourism has needs for interactive, or “exploratory” reporting that enables them to research topics not directly addressed by the standard reports. The requirements for this include:

##### Easy to use, preferably using drag and drop or similar intuitive interface;

##### Display numeric and graphical (line chart, bar chart, etc.) results;

##### Sort and filter on any field/value in the database, including appended date (refer to ***Section 3.4 Analytics and Profiling).***

##### Group and subtotal on any field and allow multiple grouping levels in a report;

##### Save reports and export results to Excel, PDF or similar format;

##### Share reports with other system users;

##### Share live reports with non-system users when needed;

##### Incorporate all data sources, including Campaign Master, Responses, Website Visitation, Fulfillment Email, Conversion Study, Facebook, and others as needs evolve and data is added to the platform; and

##### Integrate analysis, profiling, and data enhancement with all reporting data sources.

#### Proposing vendors should provide screen shots and/or examples of the interactive reporting capabilities of the proposed solution.

#### Proposing vendors should describe any data visualization capabilities and corresponding integration with the CRM system.

### Data Visualization

#### Tourism has a need for a data visualization tool that could be used with stock reports, interactive reporting, and Tourism’s own custom data and reports.

#### The data visualization tool will be for two (2) Tourism users and needs to be interactive and publishable on Tourism/NDTCA sites.

#### The requirements for this include:

##### Up to two (2) full users or licenses for Tourism;

##### Ability to upgrade or downgrade based on need;

##### Ability to publish visualizations online to connect with TravelNevada.com or TravelNevada.biz;

##### Product must be able to connect to various types of data including but not limited to:

###### Excel files;

###### CSV;

###### Access;

###### MySQL;

###### SPSS;

###### Oracle;

###### Other database types, servers or files; and

###### Online survey tool.

## ONGOING SUPPORT

### The landscape of marketing is constantly evolving, and as such, it is anticipated that ongoing support of the system is needed to incorporate additional data sources, create new reports, etc.

### Proposing vendors should describe how they are prepared to support the evolving needs of Tourism.

### Proposing vendors should identify past experiences supporting the needs of organizations using their solution, particularly DMOs or those in the travel and tourism industry.

## DISASTER RECOVERY

### Ensuring the continuity of services is critical to Tourism.

### Proposing vendors should include a copy of their organization’s disaster recovery plan, including the maximum anticipated down time in the event of a catastrophe.

### Proposing vendors should include any redundancy measures in place and include any historical uptime/availability statistics.

## RECOMMENDATIONS

### Proposing vendors should describe any recommendations for additional capabilities and/or services that they provide that are not specifically requested in this solicitation.

### Proposing vendors should explain how these have benefited other travel and tourism organizations.

## INSTALLATION TIMELINE

### Given the scope of services requested by Tourism, proposing vendors should detail the anticipated timeline for installation/setup of their solution.

### Proposing vendors should indicate the extent to which their estimate is based on previous experience installing similar solutions.

### Proposing vendors should describe the project management approach they will use to ensure timelines are met, including the size of the installation team, the roles of individual team members, and methodologies for development and project management.

# COMPANY BACKGROUND AND REFERENCES

## VENDOR INFORMATION

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

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

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

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

If “No”, provide explanation.

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

### 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.

| **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: |  |

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

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

Does any of the above apply to your company?

|  |  |  |  |
| --- | --- | --- | --- |
| Yes |  | No |  |

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: |  | |

### Vendors must review the insurance requirements specified in ***Attachment E, Insurance Schedule for RFP 3404.*** Does your organization currently have or will your organization be able to provide the insurance requirements as specified in ***Attachment E.***

|  |  |  |  |
| --- | --- | --- | --- |
| Yes |  | No |  |

Any exceptions and/or assumptions to the insurance requirements ***must*** be identified on ***Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP.*** Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Upon contract award, the successful vendor ***must*** provide the Certificate of Insurance identifying the coverages as specified in ***Attachment E, Insurance Schedule for RFP 3404.***

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

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

### Financial information and documentation to be included in ***Part III, Confidential Financial Information*** of vendor’s response in accordance with ***Section 9.5, Part III – Confidential Financial Information***.

#### Dun and Bradstreet Number

#### Federal Tax Identification Number

## SUBCONTRACTOR INFORMATION

### Does this proposal include the use of subcontractors?

|  |  |  |  |
| --- | --- | --- | --- |
| Yes |  | No |  |

If “Yes”, vendor must:

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

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

##### Describe the relevant contractual arrangements;

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

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

#### Vendors must describe the methodology, processes and tools utilized for:

##### Selecting and qualifying appropriate subcontractors for the project/contract;

##### Ensuring subcontractor compliance with the overall performance objectives for the project;

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

##### Providing proof of payment to any subcontractor(s) used for this project/contract, if requested by the State. Proposal should include a plan by which, at the State’s request, the State will be notified of such payments.

#### Provide the same information for any proposed subcontractors as requested in ***Section 4.1, Vendor Information***.

#### Business references as specified in ***Section 4.3, Business References*** must be provided for any proposed subcontractors.

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

#### Vendor must notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in ***Section 4.2, Subcontractor Information***. The vendor must receive agency approval prior to subcontractor commencing work.

## BUSINESS REFERENCES

### Vendors should provide a maximum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last three (3) years.

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

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Reference #:** | |  | | |
| **Company Name:** | |  | | |
| ***Identify role company will have for this RFP project***  ***(Check appropriate role below):*** | | | | |
|  | ***VENDOR*** | |  | ***SUBCONTRACTOR*** |
| Project Name: |  | | | |
| **Primary Contact Information** | | | | |
| Name: | | |  | |
| Street Address: | | |  | |
| City, State, Zip: | | |  | |
| Phone, including area code: | | |  | |
| Facsimile, including area code: | | |  | |
| Email address: | | |  | |
| **Alternate Contact Information** | | | | |
| Name: | | |  | |
| Street Address: | | |  | |
| City, State, Zip: | | |  | |
| Phone, including area code: | | |  | |
| Facsimile, including area code: | | |  | |
| Email address: | | |  | |

|  |  |
| --- | --- |
| **Project Information** | |
| Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable: |  |
| Original Project/Contract Start Date: |  |
| Original Project/Contract End Date: |  |
| Original Project/Contract Value: |  |
| Final Project/Contract Date: |  |
| Was project/contract completed in time originally allotted, and if not, why not? |  |
| Was project/contract completed within or under the original budget/ cost proposal, and if not, why not? |  |

### Vendors must also submit ***Attachment F, Reference Questionnaire*** to the business references that are identified in ***Section 4.3.2***.

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

### It is the vendor’s responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in ***Section 8, 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.

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

## VENDOR STAFF RESUMES

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

# 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 H, Cost Schedule***).

# FINANCIAL

## PAYMENT

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

### 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.

## BILLING

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

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

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

# WRITTEN QUESTIONS AND ANSWERS

In lieu of a pre-proposal conference, the Purchasing Division will accept questions and/or comments in writing regarding this RFP as noted below:

## QUESTIONS AND ANSWERS

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

### The deadline for submitting questions is as specified in ***Section 8, RFP Timeline***.

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

# 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 | 02/22/2017 @ 12:00 PM |
| Answers posted to website | On or about 02/28/2017 |
| Deadline for submittal of Reference Questionnaires | No later than 4:30 PM on 03/13/2017 |
| Deadline for submission and opening of proposals | No later than 2:00 PM on 03/15/2017 |
| Evaluation period (approximate time frame) | 03/16/2017 – 03/27/2017 |
| Selection of vendor | On or about 03/29/2017 |
| Anticipated BOE approval | 06/13/2017 |
| Contract start date (contingent upon BOE approval) | 07/01/2017 |

# PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

## GENERAL SUBMISSION REQUIREMENTS

### Vendors must submit their Proposals on one (1) CD or flash drive in accordance with the instructions below.

### The CD or flash drive should consist of a maximum of four (4) PDF files. They are Technical Proposal, Confidential Technical (if applicable), Cost Proposal and Confidential Financial.

### Proposals will have a technical response, which may be composed of two (2) parts in the event a vendor determines that a portion of their technical response qualifies as “confidential” as defined within ***Section 2, Acronyms/Definitions.***

### If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with ***Section 9.3, Part I B – Confidential Technical and Section 9.5, Part III Confidential Financial Information.***

### Specific references made section, page and paragraph where the confidential information can be located must be identified on ***Attachment A, Confidentiality and Certification of Indemnification*** and comply with the requirements stated in ***Section 9.6, Confidentiality of Proposals.***

### The remaining section is the Cost Proposal.

### Detailed instructions on proposal submission and packaging follows and vendors must submit their proposals as identified in the following sections. Proposals that do not comply with the following requirements may be deemed non-responsive and rejected at the State’s discretion.

### Each section within the technical proposal and cost proposal must be separated with the appropriate section number and title as specified.

### Although it is a public opening, only the names of the vendors submitting proposals will be announced per NRS 333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two (2) days in advance of the opening.

### For ease of evaluation, the proposal must be presented in a format that corresponds to and references sections outlined within this RFP and must be presented in the same order. Written responses must be in ***bold/italics*** and placed immediately following the applicable RFP question, statement and/or section. Exceptions/assumptions to this may be considered during the evaluation process.

### Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive color displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

### For purposes of addressing questions concerning this RFP, the sole contact will be the Purchasing Division as specified on Page 1 of this RFP. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

### Any vendor who believes there are irregularities or lack of clarity in the RFP or proposal requirements or specifications are unnecessarily restrictive or limit competition must notify the Purchasing Division, in writing, as soon as possible, so that corrective addenda may be furnished by the Purchasing Division in a timely manner to all proposers.

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

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

## PART I A – TECHNICAL PROPOSAL

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

### Vendors must provide one (1) PDF Technical Proposal file that includes the following:

### Format and Content

#### Section I – Title Page

The title page must include the following:

| **Part IA – Technical Proposal** | |
| --- | --- |
| RFP Title: | Marketing Automation and CRM Database Application Services |
| RFP: | 3404 |
| Vendor Name: |  |
| Address: |  |
| Opening Date: | March 15, 2017 |
| Opening Time: | 2:00 PM |

#### Section II – Table of Contents

An accurate and updated table of contents must be provided.

#### Section III – Vendor Information Sheet

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

#### Section IV – State Documents

The State documents tab must include the following:

##### The signature page from all amendments with an original signature by an individual authorized to bind the organization.

##### Attachment A – Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.

##### Attachment C – Vendor Certifications with an original signature by an individual authorized to bind the organization.

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

##### Copies of applicable certifications and/or licenses.

#### Section V - Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP

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

##### If the exception and/or assumption require a change in the terms or wording of any section of the RFP, the contract, or any incorporated documents, vendors ***must*** provide the specific language that is being proposed on ***Attachment B***.

##### Only technical exceptions and/or assumptions should be identified on ***Attachment B***.

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

#### Section VI – Section 3 – Scope of Work

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

#### Section VII– Section 4 – Company Background and References

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

#### Section VIII – Attachment G – Proposed Staff Resume

##### Vendors must include all proposed staff resumes per ***Section 4.4, Vendor Staff Resumes*** in this section.

##### This section should also include any subcontractor proposed staff resumes, if applicable.

#### Section IX – Other Informational Material

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

## PART IB – CONFIDENTIAL TECHNICAL PROPOSAL

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

#### If needed, Vendors must provide one (1) PDF Confidential Technical Proposal file that includes the following:

### Format and Content

#### Section I – Title Page

The title page must include the following:

| **Part IB – Confidential Technical Proposal** | |
| --- | --- |
| RFP Title: | Marketing Automation and CRM Database Application Services |
| RFP: | 3404 |
| Vendor Name: |  |
| Address: |  |
| Opening Date: | March 15, 2017 |
| Opening Time: | 2:00 PM |

#### Section II – Confidential Technical

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

## PART II – COST PROPOSAL

### Vendors must provide one (1) PDF Cost Proposal file that includes the following:

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

### Format and Content

#### Section I – Title Page

The title page must include the following:

| **Part II – Cost Proposal** | |
| --- | --- |
| RFP Title: | Marketing Automation and CRM Database Application Services |
| RFP: | 3404 |
| Vendor Name: |  |
| Address: |  |
| Opening Date: | March 15, 2017 |
| Opening Time: | 2:00 PM |

#### Section II – Cost Proposal

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

#### Section III – Attachment I, Cost Proposal Certification of Compliance with Terms and Conditions of RFP

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

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

##### Only cost exceptions and/or assumptions should be identified on ***Attachment I***.

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

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

## PART III – CONFIDENTIAL FINANCIAL INFORMATION

### If needed Vendors must provide one (1) PDF Confidential Financial Information file that includes the following:

### Format and Content

#### Section I – Title Page

The title page must include the following:

| **Part III – Confidential Financial Information** | |
| --- | --- |
| RFP Title: | Marketing Automation and CRM Database Application Services |
| RFP: | 3404 |
| Vendor Name: |  |
| Address: |  |
| Opening Date: | March 15, 2017 |
| Opening Time: | 2:00 PM |

#### Section II – Financial Information and Documentation

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

## CONFIDENTIALITY OF PROPOSALS

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

### Vendors are required to submit written documentation in accordance with ***Attachment 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 will cause your proposal to be deemed non-compliant and will not be accepted by the State of Nevada.

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

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

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

## PROPOSAL PACKAGING

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

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

|  |  |
| --- | --- |
| **Annette Morfin, Purchasing Officer**  **State of Nevada, Purchasing Division**  **515 E. Musser Street, Suite 300**  **Carson City, NV 89701** | |
| **RFP:** | 3404 |
| **OPENING DATE:** | March 15, 2017 |
| **OPENING TIME:** | 2:00 PM |
| **FOR:** | Marketing Automation and CRM Database Application Services |
| **VENDOR’S NAME:** |  |

### Proposals ***must be received at the address referenced below no later than the date and time specified in Section 8, RFP Timeline.*** Proposals that do not arrive by proposal opening time and date ***will not be accepted.*** Vendors may submit their proposal any time prior to the above stated deadline.

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

### Email, facsimile, or telephone proposals will NOT be considered; however, at the State’s discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be modified by email, facsimile, or written notice provided such notice is received prior to the opening of the proposals.

# PROPOSAL EVALUATION AND AWARD PROCESS

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

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

### Demonstrated competence

### Experience in performance of comparable engagements

### Conformance with the terms of this RFP

### Expertise and availability of key personnel

### Cost

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

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

## The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor’s services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada per NRS 333.335(5).

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

## Clarification discussions may, at the State’s sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive per NAC 333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors. Any modifications made to the original proposal during the best and final negotiations will be included as part of the contract.

## A Notification of Intent to Award shall be issued in accordance with NAC 333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

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

# TERMS AND CONDITIONS

## PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

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

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

### 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.

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

### 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](http://purchasing.state.nv.us).

### The failure to provide clearly marked, separate PDF file(s) for ***Part IB and Part III*** – which contains confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.

### Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements and lease purchase agreements. The omission of these documents renders a proposal non-responsive.

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

### 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)

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

### Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee’s attention as soon as possible so that corrective addenda may be furnished to prospective vendors.

### A description of how any and all services and/or equipment will be used to meet the requirements of this RFP shall be given, in detail, along with any additional informational documents that are appropriately marked.

### Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.

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

### Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter 281 and NRS Chapter 284.

### Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS 333.350(3).

### 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.

### 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.

### Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State’s option and at the vendor’s request and expense. The masters of the technical proposal, confidential technical proposal, cost proposal and confidential financial information of each response shall be retained for official files.

### The Nevada Attorney General will not render any type of legal opinion regarding this transaction.

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

### 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.

## CONTRACT TERMS AND CONDITIONS

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

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

### The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

### The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.

### ***Attachment B and Attachment I*** of this RFP shall constitute an agreement to ***all*** terms and conditions specified in the RFP, except such terms and conditions that the vendor expressly excludes. Exceptions and assumptions will be taken into consideration as part of the evaluation process; however, vendors ***must*** be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

### The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor’s proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, any modifications and clarifications to the awarded vendor’s proposal, the RFP, and the awarded vendor’s proposal. Specific exceptions to this general rule may be noted in the final executed contract. **The State will 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.**

### 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.

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

### 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.

## PROJECT TERMS AND CONDITIONS

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

### Award of Related Contracts

#### 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.

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

### Products and/or Alternatives

#### The vendor shall not propose an alternative that would require the State to acquire hardware or software or change processes in order to function properly on the vendor’s system unless vendor included a clear description of such proposed alternatives and clearly mark any descriptive material to show the proposed alternative.

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

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

### State Owned Property

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

### Inspection/Acceptance of Work

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

#### 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.

#### 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.

### Travel

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

#### All travel must be approved in writing in advance by the Department.

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

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

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

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

### Completion of Work

Prior to completion of all work, the contractor shall remove from the premises all equipment and materials belonging to the contractor. Upon completion of the work, the contractor shall leave the site in a clean and neat condition satisfactory to the State.

### Right to Publish

#### All requests for the publication or release of any information pertaining to this RFP and any subsequent contract must be in writing and sent to the Director of Department of Tourism and Cultural Affairs/Nevada Commission on Tourism or designee.

#### No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of the Director of Department of Tourism and Cultural Affairs/Nevada Commission on Tourism or designee.

#### 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.

#### 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 Director of Department of Tourism and Cultural Affairs/Nevada Commission on Tourism or designee.

#### Throughout the term of the contract, the contractor must secure the written approval of the State per ***Section 11.3.7.2*** prior to the release of any information pertaining to work or activities covered by the contract.

### Protection of Sensitive Information

Protection of sensitive information will include the following:

#### Sensitive information in existing legacy applications will encrypt data as is practical.

#### Confidential Personal Data will be encrypted whenever possible.

#### Sensitive Data will be encrypted in all newly developed applications.

# SUBMISSION CHECKLIST

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

|  |  |  |
| --- | --- | --- |
| **Part IA– Technical Proposal Submission Requirements** | | **Completed** |
| Part 1A 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 | Attachment B – Technical Proposal Certification of Compliance with Terms and Conditions of RFP |  |
| Section VI | Section 3 – Scope of Work |  |
| Section VII | Section 4 – Company Background and References |  |
| Section VIII | Attachment G – Proposed Staff Resume(s) |  |
| Section IX | Other Informational Material |  |
| **Part IB – Confidential Technical Submission Requirements** | |  |
| Part 1B submitted in one (1) separate PDF file | |  |
| Section I | Title Page |  |
| Section II | Appropriate section 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 |  |
| Section III | Attachment I - Cost Proposal Certification of Compliance with Terms and Conditions of RFP |  |
| **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” **will not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in separate binders marked “**Part I B Confidential Technical**” and “**Part III Confidential Financial**”.

The State will not be responsible for any information contained within the proposal. Should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in ***Section 2 “ACRONYMS/DEFINITIONS.***”

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Part IB – Confidential Technical Information** | | | |
| YES |  | NO |  |
| **Justification for Confidential Status** | | | |
|  | | | |

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| --- | --- | --- | --- |
| **A Public Records CD or Flash Drive has been included for the Technical and Cost Proposal** | | | |
| YES |  | NO (See note below) |  |
| ***Note: By marking “NO” for Public Record CD or Flash Drive included, you are authorizing the State to use the “Master CD or Flash Drive” for Public Records requests.*** | | | |

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

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| --- | --- | --- | --- |
|  | | |  |
| Company Name | | |  |
|  |  |  |  |
| Signature |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Print Name |  |  | Date |

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

# ATTACHMENT B – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE

**WITH TERMS AND CONDITIONS OF RFP**

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

|  |  |  |
| --- | --- | --- |
| YES |  | I agree to comply with the terms and conditions specified in this RFP. |

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

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

|  |  |  |  |
| --- | --- | --- | --- |
|  | | |  |
| Company Name | | |  |
|  |  |  |  |
| Signature |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Print Name |  |  | Date |

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

**EXCEPTION SUMMARY FORM**

| **EXCEPTION #** | **RFP SECTION NUMBER** | **RFP**  **PAGE NUMBER** | **EXCEPTION**  **(Complete detail regarding exceptions must be identified)** |
| --- | --- | --- | --- |
|  |  |  |  |
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**ASSUMPTION SUMMARY FORM**

| **ASSUMPTION #** | **RFP SECTION NUMBER** | **RFP**  **PAGE NUMBER** | **ASSUMPTION**  **(Complete detail regarding assumptions must be identified)** |
| --- | --- | --- | --- |
|  |  |  |  |
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**This document must be submitted in Tab V of vendor’s technical proposal**

# ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

1. Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
2. All proposed capabilities can be demonstrated by the vendor.
3. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
4. All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.
5. No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
6. All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.
7. Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor’s proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State’s selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
8. All employees assigned to the project are authorized to work in this country.
9. The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.
10. The company has a written policy regarding compliance for maintaining a drug-free workplace.
11. Vendor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
12. Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
13. The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

|  |  |  |  |
| --- | --- | --- | --- |
|  | | |  |
| Vendor Company Name | | |  |
|  |  |  |  |
| Vendor Signature |  |  |  |
|  |  |  |  |
| Print Name |  |  | Date |

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

# ATTACHMENT D – CONTRACT FORM

The following State Contract Form is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in this form, as this is the standard contract used by the State for all services of independent contractors. It is not necessary for vendors to complete the Contract Form with their proposal.

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

Please pay particular attention to the insurance requirements, as specified in ***Paragraph 16 of the embedded contract*** and ***Attachment E, Insurance Schedule for RFP 3404***.



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

*If you are unable to access the above inserted file*

*once you have doubled clicked on the icon,*

*please contact Nevada State Purchasing at*

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

# ATTACHMENT E – INSURANCE SCHEDULE FOR RFP 3404

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

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

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

# ATTACHMENT F – REFERENCE QUESTIONNAIRE

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

|  |  |
| --- | --- |
| **INSTRUCTIONS TO PROPOSING VENDOR** | |
| 1. | Proposing vendor or vendor’s proposed subcontractor **MUST** complete Part A and/or Part B of the Reference Questionnaire. |
| 2. | Proposing vendor **MUST** send the Reference Questionnaire to **EACH** business reference listed for completion of Part D, Part E and Part F. |
| 3. | Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:  State of Nevada, Purchasing Division  Subject: ***RFP 3404***  Attention: ***Purchasing Division***  Email: [rfpdocs@admin.nv.gov](mailto:rfpdocs@admin.nv.gov)  Fax: 775-684-0188  Please reference the RFP number in the subject line of the email or on the fax. |
| 4. | The completed Reference Questionnaire **MUST** be received ***no later than 4:30 PM PT March 13, 2017*** |
| 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 should be directed to the individual identified on the RFP cover page. |
| 8. | Reference Questionnaires not received, or not complete, may adversely affect the vendor’s score in the evaluation process. |



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

*If you are unable to access the above inserted file*

*once you have doubled clicked on the icon,*

*please contact Nevada State Purchasing at*

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

# ATTACHMENT G – PROPOSED STAFF RESUME

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



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

*If you are unable to access the above inserted file*

*once you have doubled clicked on the icon,*

*please contact Nevada State Purchasing at*

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

# ATTACHMENT H – COST SCHEDULE

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

*If you are unable to access the above inserted file*

*once you have doubled clicked on the icon,*

*please contact Nevada State Purchasing at*

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

# ATTACHMENT I – COST PROPOSAL CERTIFICATION OF COMPLIANCE

**WITH TERMS AND CONDITIONS OF RFP**

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

|  |  |  |
| --- | --- | --- |
| YES |  | I agree to comply with the terms and conditions specified in this RFP. |

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

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

***Note: Only cost exceptions and/or assumptions should be identified on this attachment. Do not restate the technical exceptions and/or assumptions on this attachment.***

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| --- | --- | --- | --- |
|  | | |  |
| Company Name | | |  |
|  |  |  |  |
| Signature |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Print Name |  |  | Date |

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

**EXCEPTION SUMMARY FORM**

| **EXCEPTION #** | **RFP SECTION NUMBER** | **RFP**  **PAGE NUMBER** | **EXCEPTION**  **(Complete detail regarding exceptions must be identified)** |
| --- | --- | --- | --- |
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**ASSUMPTION SUMMARY FORM**

| **ASSUMPTION #** | **RFP SECTION NUMBER** | **RFP**  **PAGE NUMBER** | **ASSUMPTION**  **(Complete detail regarding assumptions must be identified)** |
| --- | --- | --- | --- |
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**This document must be submitted in Tab III of vendor’s cost proposal.**

**This form MUST NOT be included in the technical proposal.**

# ATTACHMENT K – 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. Clean Air Act, 42 U.S.C. 7506(c)
2. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
3. National Historic Preservation Act of 1966, PL 89-665, as amended
4. 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