

State of Nevada
Department of Administration

Purchasing Division

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



Brian Sandoval
Governor

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Administrator

State of Nevada

Purchasing Division

Request for Proposal: 3016

For

MANAGEMENT AND MAINTENANCE OF SECURE JUVENILE CORRECTIONAL FACILITY

Release Date: February 15, 2013

Mandatory Site-Visit: March 12, 2013 at 2:00 p.m.

Deadline for Submission and Opening Date and Time: **April 23, 2013 @ 2:00 PM**

Refer to Section 8, RFP Timeline for the complete RFP schedule

For additional information, please contact:

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Refer to Section 9 for instructions on submitting proposals

VENDOR INFORMATION SHEET FOR RFP 3016

Vendor Must:

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

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

V5	Facsimile Number	
	Area Code:	Number:

V6	Toll Free Number	
	Area Code:	Number:

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

V8	Telephone Number for Contact Person	
	Area Code:	Number:

V9	Facsimile Number for Contact Person	
	Area Code:	Number:

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

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

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A Request for Proposal (RFP) process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors' technical exceptions and/or assumptions should be clearly stated in Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP. Vendors' cost exceptions and/or assumptions should be clearly stated in Attachment J, Cost Proposal Certification of Compliance with Terms and Conditions of RFP. Exceptions and/or assumptions will be considered during the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State per NRS 333.350(1).

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

1. PROJECT OVERVIEW

The Nevada Purchasing Division, on behalf of the Department of Health and Human Services, Division of Child and Family Services is seeking proposals for the management and maintenance of a secure juvenile correctional facility. The facility is the Summit View Correctional Center located at 5730 Range Road, Las Vegas, NV 89115. The facility is approximately five (5) miles from the city of Las Vegas. The State built facility was originally opened in 2000 and was managed by a private vendor. The facility closed in 2002. The facility was reopened in January 2004 and was operated by the State. Due to budget constraints the facility again closed in May 2010. The State is again seeking proposals for the operation, management and maintenance of the facility with a private vendor on or about October 1, 2013.

The State currently operates two staff secure facilities for the committed juvenile offender population. The Nevada Youth Training Center is located in Elko, Nevada and currently houses approximately eighty (80) males. The Caliente Youth Center is a co-ed facility located in Caliente, Nevada. It has a bed capacity of one hundred-forty (140) of which forty (40) is designated for females with the remaining one hundred (100) for males.

The Summit View Juvenile Facility is a 96 single bed secure juvenile facility. The facility contains a main control unit, visiting area, administration / medical area, kitchen and dining room, laundry, school classrooms; two housing units divided into two pods each, a gym and a maintenance area.

The population of this facility will be males between the age of twelve (12) and nineteen (19). These youth present a range of challenges including but not limited to violence, substance abuse, sex offending behaviors, mental illness, low academic achievement and low employment skills. Many have had multiple unsuccessful community based interventions and prior institutional commitments.

This program will specifically address the need for a full scale confinement and treatment program for serious and chronic male juvenile offenders. The facility will be used for youth, who through the comprehensive assessment and classification process performed by the State, are too severe to be appropriately referred to the existing State operated facilities.

The purpose of the facility is to utilize best practices programs to provide a range of services to include safety and security of juveniles, substance abuse treatment, mental health treatment, psychological services, medication management, suicide prevention, sex offender treatment, education remediation, skill enhancement, vocational training, recreation, medical care and community re-entry preparation and programming.

This facility is not Medicaid eligible. While youth are housed in this facility there will be no reimbursement for services including medical, Psychosocial Rehabilitation Services (PRS) or Basic Skills Training (BST). The State does not anticipate placing more than fifty (50) youth in this facility allowing the vendor to take placements from other states. There will be a phase in process for the placement of juveniles. The initial phase will be 10/01/13 – 12/31/13 in which a maximum of thirty (30) juveniles may be placed. Through the subsequent months ending 06/30/14, five (5) additional juveniles may be placed in the program for a maximum of thirty-five (35) juveniles. From 07/01/14 through 06/30/15, fifteen (15) additional juveniles may be placed in the facility for a maximum total of fifty (50) juveniles.

The vendor must be a not for profit 501 © III corporation. Additionally, vendors must attend the mandatory site-visit; see Section 8 – RFP Timeline. Proposals will only be accepted from vendors who participate in the mandatory site visit.

The contract resulting from this RFP is expected to commence on or about October 1, 2013, if legislatively approved and subject to approval of the State Board of Examiners, for a period of four (4) years.

2. ACRONYMS/DEFINITIONS

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

Acronym	Description
ACA	American Correctional Association.
Accreditation	Accreditation means formal review and approval by agencies which promulgate standards and guidelines relating to the delivery of correctional services in juvenile institutions. Specifically included are the accreditation programs of the American Correctional Association and the National Commission on Correctional Health Care.
Administrator	The Administrator of the Division of Child and Family Services.
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.
Bed Days	Each 24 hour period a juvenile is admitted to the Facility, including the first day of incarceration, but not the last.
BOE	State of Nevada Board of Examiners.

Acronym	Description
<i>BST</i>	Basic Skills Training.
<i>Case Work Supervisor</i>	The supervisor of case workers must be licensed by the State of Nevada to provide professional therapy; e.g. Licensed Clinical Social Worker, Clinical Psychologist.
<i>Chief</i>	The Chief of the Youth Parole Bureau.
<i>Client Records</i>	The complete file of a juvenile including, but not limited to; classification, treatment plan, educational plan, medical plan, vocational plan, aftercare plan, recreation, visitation, disciplinary actions, grievances and on-going documentation of services and actions.
<i>Confidential Information</i>	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS 333.020(5) (b).
<i>Contract Approval Date</i>	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.
<i>Contract Award Date</i>	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.
<i>Commitment Orders</i>	An order issued by a court of competent jurisdiction committing a youth to the Division of Child and Family Services for placement in a correctional or mental health facility.
<i>Contractor</i>	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.
<i>Control Center</i>	A secure post located within the facility for institutional staff which has, among other things, the responsibility for monitoring security for the correctional facility and is staffed 24 hours a day, using both physical and technological means.
<i>Court Orders</i>	Orders or judgments issued by a court of competent jurisdiction or any stipulations, contracts or plans entered into in connection with litigation which are applicable to the operation, management or maintenance of the facility or which relate to the and custody of inmates at the facility, whether current, existing, or as may be determined in the future.

Acronym	Description
<i>Cross Reference</i>	A reference from one document/section to another document/section containing related material.
<i>Customer</i>	Department, Division or Agency of the State of Nevada.
<i>Daily Log</i>	The written record (which may include any computerized record) recording the daily events or activities of staff and juveniles, including documentation of unusual incidents or juvenile movement.
<i>Direct Care Worker</i>	Person responsible for direct custodial supervision of juveniles at facility.
<i>Deputy Administrator</i>	The Deputy Administrator for Juvenile Justice Services.
<i>Director</i>	The Director of the Department of Health and Human Services.
<i>Division/Agency</i>	The Division/Agency requesting services as identified in this RFP.
<i>DCFS</i>	Division of Child and Family Services.
<i>DHHS</i>	Department of Health and Human Services.
<i>Disability Requirements</i>	All programs and services must meet all applicable State and federal requirements for access to and delivery of services to the disables, including but not limited to the Americans with Disabilities Act and the Individuals with Disabilities Education Act.
<i>EFF</i>	Refers to the “Equipment, Furniture and Fixtures” included in the proposal or the provision of said items, depending upon the contextual use.
<i>Evaluation Committee</i>	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.
<i>Exception</i>	A formal objection taken to any statement/requirement identified within the RFP.
<i>Facility</i>	Summit View Correctional Center located at 5730 Range Road, Las Vegas, NV 89115.
<i>Facility Maintenance</i>	Includes written policy and procedures for the on-going cleanliness, maintenance, repair and review of the facility by identified state employees.
<i>Facility Policy and Procedures</i>	A written set of documents that provides instruction and directions for day to day operations. It provides a written response for contingencies for common

Acronym	Description
	problems and insures consistency and quality of services.
<i>Force Majeure</i>	The failure of performance of any of the terms and conditions of the Contract resulting from acts of God.
<i>Goods</i>	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.
<i>Group Supervisor</i>	Any position which as security, custody and direct contact with juveniles and the primary job responsibility. These positions are line level positions. Positions such as counselor, recreation worker, teacher and supervisor are not considered to satisfy the requirement for direct care worker positions in meeting minimum staffing ratios.
<i>IEP</i>	Individual Education Plan.
<i>IFC</i>	Interim Finance Committee - A committee composed of the members of the Senate Committee on Finance and the Assembly Committee on Ways and Means, within the Legislative Counsel Bureau, that administers a contingency fund between sessions.
<i>In-Patient Hospital Costs</i>	These costs incurred upon and during admission to a hospital.
<i>ITP</i>	Individual Treatment Plan.
<i>JJS</i>	Juvenile Justice Services is the State organization that operates state programs and facilities that balance youth rehabilitation, treatment and community safety. The organization currently operates two state-operated juvenile facilities and provides supervision to youth upon release in the community.
<i>Key Personnel</i>	Vendor staff responsible for oversight of work during the life of the project and for deliverables.
<i>LCB</i>	Legislative Counsel Bureau
<i>LOI</i>	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.
<i>May</i>	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.

Acronym	Description
<i>Medicaid</i>	Program which provides reimbursement for certain medical services for low income individuals and families. Individuals housed at the Summit View facility are not Medicaid eligible and there will be no reimbursement for BST or PSR.
<i>MHC</i>	Mental Health Counselor, Youth Parole Bureau.
<i>Monitor</i>	A state employee who has the responsibility to ensure that the vendor is complying with all contractual agreements.
<i>Must</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>NAC</i>	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: www.leg.state.nv.us .
<i>NCCHC</i>	National Commission on Correctional Health Care.
<i>NOA</i>	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.
<i>NRS</i>	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: www.leg.state.nv.us .
<i>Oversite Committee</i>	A committee comprised of State employees who will provide over-site to the management, services provided and maintenance of the Summit View Juvenile Facility.
<i>Pacific Time (PT)</i>	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time.
<i>Per Diem Rate</i>	Represents the cost per juvenile, per bed day, for each day or part thereof in which the juvenile is housed at the facility, including the first but not the last day of incarceration.
<i>PREA</i>	Prison Rape Elimination Act.
<i>Post</i>	A work location staffed according to the approved staffing chart, as described in the contract between the parties.
<i>Program Services</i>	Includes all functions, services, programs and activities to be provided by a vendor to operate the facility as set forth in the contract including (a) the operation of the facility including the management, custody, safety and security of juveniles; (b) services for food, clothing, medical care, dental care, vision care, transportation, sanitation, library, recreation, visitation and other ancillary services; (c) implementation of systems for classification,

Acronym	Description
	management and information and other similar services; (d) education, training and other programs for employment; (e) mental health and substance abuse treatment programs, and other programs designed to address the special needs of the juveniles, including appropriate medication management; (f) a written policy and procedure manual and Post orders that address the implementation and management of the services.
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).
PSR	Psychosocial Rehabilitation.
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]).
Ratio	American Correctional Association (ACA) standard for supervision of juveniles.
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).
School	An accredited educational program.
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.
Special Education Teacher	Special Education teachers must be credentialed and / or certified by the State of Nevada to teach in special education classrooms and / or provide educational services to children with formal Individual Education Programs.
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

Acronym	Description
	provide support or incidental services to the contractor.
Superintendent	The onsite individual who is responsible for the operations of the facility.
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.
Teacher	Teachers must be credentialed by the State of Nevada to teach at the high school level. Recreation workers can be used to meet the minimum staffing ratio is they are credentialed as physical education teachers.
UNITY	Unified Nevada Information Technology for Youth.
User	Department, Division, Agency or County of the State of Nevada.
Vendor	Organization/individual submitting a proposal in response to this RFP.
Visitation	The visit to a juvenile from an approved individual.
Will	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
YPB	Youth Parole Bureau is the State agency responsible to provide supervision and services to committed youth released to the community.
YPC	Youth Parole Counselor.

2.1 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

Holiday	Day Observed
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	Friday following the Fourth Thursday in November
Christmas Day	December 25

3. SCOPE OF WORK

3.1 PROGRAM AND SERVICE REQUIREMENT

- 3.1.1 The Department of Health and Human Services (DHHS), Division of Child and Family Services (DCFS) is seeking proposals for the maintenance and management of a ninety-six (96) bed secure correctional facility for male offenders between the ages of twelve (12) and nineteen (19). The facility is located at 5730 Range Road, Las Vegas Nevada. There are two housing units with all single cell housing. Each unit has two wings which each house twenty-four (24) juveniles for a total of forty-eight (48) juveniles on each unit.
- 3.1.2 The Summit View Juvenile Facility was originally opened in 2000 with a private vendor. The facility closed in January 2002. The facility was reopened January 2004 and was operated by the State. Due to budget constraints the facility again closed in May 2010. The State is seeking proposals for the management, treatment programming and maintenance of the facility by a private vendor.
- 3.1.3 The State is obligated to make a bond payment yearly in the amount of approximately 1.3 million per year. The vendor shall propose how they would satisfy the bond payment each year of the contract either by paying in full to the State or in exchange for services with the State i.e. free beds.
- 3.1.4 The purpose of this facility is to provide safety and security while providing best practices programs to address the issues of juveniles who present a variety of challenges. The issues include violence, sex offending behavior, substance abuse, mental illness, low academic achievement, low employment skills, gang involvement and abuse and neglect. Successful management of this correctional facility can only be achieved through the vendor's ability to balance the multiple missions of the facility. The operator must have a theoretical framework upon which the mix of programs and services are based and must have sufficient flexibility to modify and adjust program offerings to meet the needs of various ages, security and classification differences. The vendor must show how facility programming will enhance efficient transitional services.

3.2 STANDARDS/REQUIREMENTS

- 3.2.1 The vendor shall have, or apply for and obtain, accreditation from the American Correctional Association and the National Commission on Correctional Health Care within twelve (12) months of the date the facility accepts the first juvenile.

- 3.2.2 The vendor shall insure that in all aspects of the proposal that American Correctional Association (ACA) Standards, Prison Rape Elimination Act (PREA) requirements, Nevada Statutes and Division of Child and Family Services (DCFS) policy be adhered to.
- 3.2.3 DCFS is intending in participating in the MacArthur Foundation for Performance Based Standards. Should DCFS become a partner in the Foundation the vendor shall be responsible for one third (1/3) of the payment. Presently, the vendor's payment would be approximately \$12,000.00 per year.
- 3.2.4 The vendor shall participate in the State's UNITY automated information system. Data required for this system includes but is not limited to case notes, education, medical, mental health, treatment planning and incident reports. The vendor shall comply with all timeframes established by the State. The State shall provide the UNITY software and initial training.
- 3.2.5 The vendor shall admit and accept all juveniles referred to the facility by the State up to the maximum available design capacity. The State will conduct an assessment and screening which will determine the most suitable placement in every case.
- 3.2.6 Juvenile Justice Services (JJS) shall retain the authority to determine parole dates for all youth placed at the Summit View facility.
- 3.2.7 The vendor shall allow employees of the Youth Parole Bureau or employees of Juvenile Justice Services to utilize the gymnasium for a period of eight (8) hours each month for training purposes. Scheduling of the facility will be at the approval of the Deputy Administrator.

3.3 OUT OF STATE JUVENILES

- 3.3.1 The State may allow the awarded contractor to utilize unused bed space for juveniles not in the custody of the State of Nevada. The Deputy Administrator for JJS shall be advised of each juvenile under consideration and retain the authority to reject any youth deemed inappropriate. The State shall negotiate with the vendor reimbursement for each out of state juvenile placed at the facility.

3.4 FACILITY

- 3.4.1 The State will provide to the vendor a facility which is in operational condition prior to opening. This will include sufficient office furniture for the following areas: main control, visiting, administration, medical, kitchen, laundry, school, housing unit 1, housing unit 2 and campus wide. Refer to **Attachment K** for complete list of furnishing to be provided. The vendor will be responsible for all remaining office equipment, computers etc.
- 3.4.2 The State shall provide security and telephone systems deemed necessary for facility operations. Any additional security and/or telephone systems may be

added with Deputy Administrator approval. The vendor shall be responsible for all costs of additional security and/or telephone systems.

- 3.4.3 The vendor's responsibility for the Summit View facility shall include the following:
 - 3.4.3.1 Maintaining proper insurance on all fixtures, furnishings and equipment used by the vendor;
 - 3.4.3.2 Maintenance and repair of all equipment used by the vendor;
 - 3.4.3.3 Provide janitorial and landscaping service at the facility; and
 - 3.4.3.4 The vendor shall maintain an inventory of all State owned equipment used by the vendor and pay the cost of any physical improvements to the premises deemed necessary by the vendor and approved the State. Vendor shall make inventory list available to the State upon request.
- 3.4.4 Any use of the Summit View facility by the vendor for purposes other than those outlined in the agreement is prohibited unless written consent is issued by the State.
- 3.4.5 The vendor shall be responsible for utilities i.e. gas, electric, sewer, water and waste management.
- 3.4.6 Should the vendor provide television service, they shall be responsible for equipment, installation and ongoing cost.
- 3.4.7 The State's responsibility to the vendor shall be to provide minor facility repairs at the Summit View Facility.
 - 3.4.7.1 It is the vendor's responsibility to notify the State of any potential facility repairs required in a reasonable amount of time, to avoid future facility damage and to minimize potential repair cost.

3.5 PROGRAMS

The proposal shall give a general philosophical rationale for the structure of the program as it relates specifically to the population to be served by this facility. Within that context, each of the program areas shall be discussed in detail. It is important to show how each is consistent with the overall philosophy and enhances the ability of the program to deliver successful outcomes and the length of stay which optimizes the juvenile's progress. The vendor shall discuss anticipated outcomes, performance indicators, monitoring and evaluation plans for each program. The vendor shall provide examples of where this approach has been successfully implemented in other program locations and the measures used to determine the degree of success.

3.5.1 Case Management

- 3.5.1.1 The vendor shall submit written policies and procedures that address intake, orientation and assessments. The vendor shall provide one case manager for every twenty-five (25) juveniles. Case management staff will review file materials and conduct an in-person interview on all commitments to determine:
- A. Appropriate commitment
 - B. Security assessment
 - C. Medical/Mental /Dental Assessment
 - D. Education
- 3.5.1.2 The vendor shall submit written policies and procedures that comply with the requirement that a complete assessment of each juvenile be conducted within ten working days of the juvenile's arrival at the facility. The assessments are to serve as the basis for the development of an Individualized Treatment Plan (ITP). Each juvenile shall be assessed by properly trained and qualified staff using appropriate assessment instruments to determine treatment needs. Assessments and ITP should particularly address the needs of juveniles with histories of:
- A. Learning disabilities;
 - B. Physical disabilities;
 - C. Substance abuse;
 - D. Chemical dependency;
 - E. Sexual and physical abuse;
 - F. Mental illness;
 - G. Sex offenses;
 - H. Violent offenses;
 - I. Mental retardation;
 - J. Emotional disturbance;
 - K. Neglect;
 - L. Gang involvement;
 - M. Fire setting;
 - N. Animal cruelty;
 - O. Suicide ideation;
 - P. Current and past medications to include psychotropic; and
 - Q. Current and past diagnosis.
- 3.5.1.3 The vendor shall ensure that whenever possible the juvenile, youth parole counselor, parents and or guardians are involved in the development and review of the ITP.
- 3.5.1.4 The ITP must include short-term and long-term treatment objectives that not only meet the needs of the juvenile, but also address public protection, accountability, victim awareness and the acquisition of skills that will contribute to the reduction of future delinquent or criminal behavior.

3.5.1.5 The vendor shall ensure that a juvenile's progress is reviewed with him at least every two weeks and that quarterly progress reports are provided to the assigned YPC of the Youth Parole Bureau. The vendor shall ensure at a minimum the quarterly progress reports discuss:

- A. Individualized Treatment Plan;
- B. Objectives and goals;
- C. Assessments;
- D. Incident reports;
- E. Amenability to treatment;
- F. Health;
- G. Family visitation; and
- H. Community reintegration plans / release date

3.5.1.6 The vendor shall develop and submit a juvenile program orientation process and handbook prior to the opening of the facility.

3.5.2 Education

3.5.2.1 The vendor shall be responsible for providing the educational component of the program including the teachers, curriculum, administrative staff, office equipment and furnishings not stated in this RFP. The vendor may coordinate with an accredited school program or school district to provide this service.

3.5.2.2 The vendor shall propose how to provide a comprehensive accredited education program for each juvenile. In cases of learning disabilities, the vendor shall ensure that an IEP is developed and incorporated into the juvenile's ITP. The education program shall address the opportunity for academic instruction and/or remediation to graduation from high school, pass a proficiency test or obtain a GED. The education program shall at a minimum provide for:

- A. Evaluation regarding educational achievement and ability;
- B. ITP's that include education services, and the IEP, if applicable; and
- C. Instructional opportunity, at least through the equivalence of high school.

3.5.2.3 Education services must provide for a minimum of five (5) hours per day, of academic/vocational instruction and one (1) hour per day of physical education. School is to be provided a minimum of two hundred fifty days per year. Proposals shall include a sample of the education plan, method of recording performance and progress, specific course listings and specialized equipment (e.g., computer lab and network, internet access)

3.5.3 Programming

3.5.3.1 The vendor shall propose a specific policies and procedures for programming that addresses the areas identified in 3.5.3.3. The vendor shall be specific in the number of hours of quality programming. Formal programing must be meaningful, measurable and responsive to the educational, cultural, emotional, physical and spiritual needs of the juvenile offender population. The vendor shall be specific and detail in the proposal the services and interventions that will be used.

3.5.3.2 The facility shall operate on a sixteen (16) hour programming day for all seven (7) days of the week. The daily schedule shall show how time is allocated for programs, services and activities. At a minimum, education shall be provided as outlined in the Education Section. The time a juvenile is confirmed in their room shall not be considered programming time.

3.5.3.3 The vendor shall address the following in their proposals:

- A. Mental Health Treatment / Counseling and Psychological Services;
- B. Substance Abuse Treatment;
- C. Behavior Management System / De-escalation Techniques;
- D. Gang Involvement;
- E. Social and Group Living;
- F. Visitation / Family Living;
- G. Parenting;
- H. Religious Services;
- I. Independent Living Preparation;
- J. Social and Group Living;
- K. Victim Issues; and
- L. Suicide Prevention.

3.5.4 Health Care

The vendor shall provide all medical, dental, laboratory pharmaceutical, optometric and auditory care as may be needed by any juvenile. Care must be provided for routine, chronic, crisis and emergency situations, including on-site

triage, or off-site emergency or acute care hospitalization. The vendor is also obligated to provide psychological counseling and psychiatric consultation. All health care will meet NCCHC standards. The vendor is responsible for all costs of these services, inclusive of transportation and security supervision, regardless of where the service is obtained or provided.

3.5.5 Physical Activity

The vendor shall propose how juveniles will be provided physical activity. The vendor shall propose the amount of time and activities.

3.5.6 General Library

A general library shall be established and maintained at the facility by the vendor, in accordance with ACA Library Standards, at the vendor's expense.

3.5.7 Visitors

The vendor shall establish a written procedure for permitting approved visitors into the facility to visit juveniles. The facility superintendent shall make the determination to allow or disallow an individual to visit. The Deputy Administrator may also disapprove a visitor.

3.5.8 Attorney Visits

Juveniles shall be afforded reasonable opportunity to receive visits from their legal counsel. The visit shall be during normal business hours. The superintendent may authorize an exception. The visits shall occur in an area where the visual observation by staff is provided; however the conversation shall not be monitored.

3.5.9 Telephone

The vendor shall develop written policies and procedures for juveniles to utilize the telephone.

3.5.10 Transportation

The vendor shall establish written procedures governing the transportation of juveniles outside the facility and from one jurisdiction to another. The procedures should address the number of staff necessary to accompany juveniles during transportation and situations which may require the temporary use of mechanical restraints as precautions against incidents which may cause accidents during transportation. The procedures shall require that all juveniles and staff wear seat belt restraints at all times the vehicle is in motion. Such transportation shall include but is not limited to medical, court and all routine facility transportation.

3.5.11 Disciplinary Process

3.5.11.1 The vendor shall establish and include in the proposal a written juvenile disciplinary process that complies with ACA standards and DCFS policy and made available to DCFS upon request.

3.5.11.2 The Deputy Administrator shall approve the disciplinary process. A written record of all disciplinary actions and or hearings shall be maintained in the juvenile's file.

3.5.12 Grievance Procedure

The vendor shall establish a procedure where and how juveniles may file grievances. This procedure shall meet ACA standards and shall be approved by the Deputy Administrator. The grievances shall be reviewed and monitored by DCFS.

3.5.13 Food Service

3.5.13.1 The vendor shall be responsible for providing at least three nutritious meals per day, two of which must be hot each day. No more than fourteen (14) hours may elapse between any two meals. A nutritious snack shall be provided in the evening. The menu shall be on a minimum twenty-eight (28) day rotation and shall be approved by a registered nutritionist or dietician to ensure that the meals provided to juveniles meet basic nutritional requirements.

3.5.13.2 Alternative diets shall be provided for medical or religious reasons. Food may not be withheld for disciplinary purposes, but an alternative food selection may be served to any juvenile that has been found through the disciplinary process to have disrupted the food service.

3.5.14 Commissary

If the vendor intends on providing a commissary for the juveniles written policy and procedures shall be provided.

3.5.15 Clothing and Bedding

3.5.15.1 The vendor shall provide clothing and bedding to all juveniles. Clothing and bedding provided shall be appropriate for the season and climate.

3.5.15.2 Sufficient quantities and types of clothing will be maintained by the facility to allow for changes at prescribed intervals. The vendor shall establish written policies and procedures to ensure the issue of clean clothing, bed linens and towels to juveniles in accordance with ACA standards and DCFS policy.

3.5.15.3 Newly admitted juveniles will be given a cleaned mattress as well as freshly laundered bedding and clothing.

3.5.16 Hair Care

The proposal shall address the policy on hair care and how juveniles will be provided a haircut and at what intervals.

3.5.17 Laundry

The vendor shall provide a staffed laundry sufficient to provide clean and serviceable clothing and bedding without any delay or reliance on juveniles as workers.

3.5.18 Maintenance

3.5.18.1 All grounds, sidewalks, roadways, parking lots, buildings, furniture, carpeting and equipment shall be maintained in a good state of repair and appearance. A quarterly review of the status of repairs and appearance will be conducted by a representative of DCFS or their designee and a written report will be provided to the vendor if corrective action is required. The vendor shall be required to establish and implement a Preventative Maintenance Plan within (3) months of commencement of services.

3.5.18.2 The vendor shall establish a system and schedule for controlling and disposing of pests, vermin, trash, hazardous waste, sewage and garbage and in general shall keep the facility clean and in good repair, in accordance with all applicable local, State and federal regulations.

3.5.18.3 The vendor shall verify that all security including but not limited to fencing, locks, gates, doors, and lighting be in working order prior to the opening of the facility. The facility shall be free of graffiti prior to the opening of the facility. A plan shall be established to ensure the facility remains secure and free of graffiti and vandalism.

3.5.18.4 The superintendent shall establish a schedule for the regular inspections of the facility.

3.6 STAFFING AND PERSONNEL MATTERS

3.6.1 Minimum Staffing Ratios

3.6.1.1 Direct Care Staff: There shall be a minimum of one group supervisor (direct care staff person) on duty for every eight (8) juveniles (1:8) during the sixteen (16) hours when juveniles are awake, and one group supervisor (direct care staff) on duty for every sixteen (16) juveniles during the 8 hours at night (1:16).

3.6.1.2 Unit Coverage: There shall be at least one (1) direct care staff in each unit any time a juvenile is present in the unit.

- 3.6.1.3 Vendor must provide twenty-four (24) hour care and supervision to juveniles as well as administrative and support service personnel for the overall operation of the facility in compliance with ACA standards. Vendors shall include a proposed organizational chart, classification of employees and numbers of each, the minimum qualifications for each classification, the number and classification of staff for each shift and an appropriate relief factor will be identified and explained so that sufficient relief and backup coverage is available. The staffing must be provided for all aspects of the management, and operation of the facility, including all programming for juveniles during the week and weekends, providing transportation and security and ensuring appropriate health care.
- 3.6.1.4 The vendor shall provide a written job description for each position, including the minimum job qualifications. The job description shall include the job title, responsibilities, minimum required experience, education and training, and any required physical capabilities. Vendors shall also provide a summary of the benefits and entitlements afforded to employees; including but not limited to holidays, sick leave, pension, insurance and stock options.
- 3.6.1.5 The vendor shall employ at least one full-time caseworker for each twenty-four (24) juveniles to carry out the responsibilities associated with classification and case management including casework documentation, handling grievances, coordinating ITP, handling visitation, etc.
- 3.6.1.6 It is understood by the parties that staff vacancies will occur from time to time. For purposes of the contract, vacancy is defined to occur when the employee assigned to the position has been terminated, resigned or is reassigned to another position, and no other qualified person is available to regularly perform the duties of that position. The vendor shall notify DCFS within three (3) calendar days of the date any position becomes vacant and shall fill any vacant position with a qualified individual within thirty (30) days after the vacancy occurs. If a position remains vacant for more than thirty (30) days, an amount equal to the monthly base salary of that position may reduce payment to the vendor, pro-rated by day and, accrued for each day the position is vacant. Vendor also agrees that transferring employees between positions to avoid these penalties is prohibited and may result in the breach of the contract.
- 3.6.1.7 Vendors must describe plans for the recruitment, retention and supervision of staff.
- 3.6.1.8 Employee personnel files will be maintained on-site and shall contain, without limitation, the following: service records, certifications, official transcripts showing degree conferred,

certifications and/or licenses or other qualifying data, certificates of attendance to all mandatory training, employee evaluations, reports of all disciplinary actions and background checks. Employee personnel files shall be provided for audit or investigative purposes.

3.6.1.9 Vendor shall comply with DCFS policy for those potential employees that have previous convictions. Vendor shall comply with DCFS policy for employees that have been arrested and / or convicted. The Deputy Administrator will be notified within twenty-four (24) hours if an employee has been arrested or is under investigation and retains the authority to require that the employee not have contact with juveniles pending disposition of the charge(s).

3.6.1.10 Vendors shall discuss and provide procedures to be used for conducting criminal record checks and health examinations for all staff. All potential employees must have a physical examination, TB, Hepatitis B tests and drug testing is mandatory.

3.6.2 Staff Training

3.6.2.1 Vendors shall describe the training program for all new employees and continuing education requirements for continuing employees, in all job classifications. Training must be provided for all full time, part time and temporary employees. Newly hired direct care workers must have a minimum of forty (40) hours of pre-service training before assuming any supervisory responsibility for juveniles.

3.6.2.2 Vendors shall describe the training curriculum to be used for all job classifications. All positions must be able to understand the mission and goals of the facility, the operational regulations governing the facility and the specific responsibilities of the job being performed. Direct care workers must receive instruction in at a minimum use of force and self-defense tactics, key control, suicide prevention, counseling techniques, use of positive reinforcement in behavior management, disciplinary and grievance procedures, CPR and first aid, effects of medications or drug withdrawal, all policies and procedures for the facility and crisis intervention, de-escalation techniques, and search and control of contraband. Additional training will depend on treatment options by the vendor and shall be detailed and included in the proposal.

3.7 SECURITY

3.7.1 The vendor shall outline policies, procedures, staff interaction and physical layout, including emergency plans and use of force issues, which shall be used to ensure the safety of juveniles, staff, visitors, community and facility.

3.7.2 The vendor shall provide sufficient staff to ensure the appropriate supervision of juveniles at all times. Post orders shall be developed and made available to staff

detailing all security-related duties and responsibilities. The overall security plan shall be submitted to DCFS for review and approval prior to opening the facility.

- 3.7.3 The facility's security perimeter shall be controlled by appropriate means sufficient to ensure that juveniles remain within the perimeter and that the general public will not be allowed access into the facility without permission.
- 3.7.4 There shall be a control center staffed twenty-four (24) hours a day, seven days a week and access to it must be limited to approved staff. The control center shall monitor and take responsibility for juvenile counts, key control and coordination of the facility's internal and perimeter security network.
- 3.7.5 The control center shall maintain a permanent log as well as shift reports which record routine and emergency activities. Each shift shall maintain records of pertinent activity regarding juvenile and staff situations. Records shall be compiled daily and reviewed by appropriate supervisory staff.
- 3.7.6 The vendor shall maintain a system to physically count juveniles at a minimum of six (6) intervals per day, and to properly notify appropriate staff of increases and decreases in the population on a shift-by-shift basis. A daily count sheet shall be maintained which records all housing moves, school and work assignment changes, admissions, releases and other related data.
- 3.7.7 There shall be inspections conducted by staff on at least a weekly basis to ensure the health, safety and security of the facility. Emergency keys shall be checked at least quarterly to ensure they function properly. Results of all inspections shall be submitted in writing to the Superintendent and site monitor.
- 3.7.8 There shall be written procedures for searches and the control of contraband. The procedure shall be reviewed at least annually and updated as the need arises. Direct care workers shall be trained in effective search techniques designed to protect against bodily harm to both staff and juveniles in compliance with ACA standards and DCFS regulations.
- 3.7.9 The vendor shall establish procedures to govern the control and use of keys. The key control system shall provide a current accounting, location and possessor of each key.
- 3.7.10 The vendor shall establish written policies and guidelines to govern the control and use of tools, culinary and medical equipment, butcher knives, barber shears and other instruments which can cause death or serious injury.
- 3.7.11 The vendor shall comply with State laws and DCFS policies and regulations regarding the handling of escapes from the facility. This shall include the prompt reporting to appropriate personnel, mobilization of staff, implementation of a predetermined search plan, and notification to law enforcement agencies, and DCFS. After capture of the escapee, prompt notification to law enforcement agencies and DCFS must be effected. The vendor shall be responsible for any and all transportation, housing and other related costs resulting from the escape, which shall be in addition to the vendor's liability for injuries or damages.

- 3.7.12 The vendor shall provide adequate and appropriate cells and shall address the use of protective custody, isolation and/or time-out. If done as part of the behavior management program, it shall be clear where this takes place, the length of time and the procedure of authorization. If isolation is done for medical reasons, the role of the health care staff must be identified.
- 3.7.13 The use of physical force shall be governed by written policy, consistent with DCFS policy and constitutional requirements. Under no circumstances shall physical force be used as punishment. Whenever physical force is used, a written Use of Force Report shall be prepared documenting the incident, the amount of force required, identifying all participants and specifying whether and to what extent injuries to staff or juveniles occurred and what treatment was administered. The policy shall include the requirement that whenever use of force has been applied to a juvenile, the juvenile shall be immediately examined by medical personnel, who shall document their observations. All reports of physical force shall be submitted with the facility Superintendent, site monitor, and Deputy Administrator.
- 3.7.14 The vendor shall ensure that procedures are established regarding the availability, control and use of all security devices.
- 3.7.15 All persons injured in an incident or accident must be provided with immediate medical examination and treatment. In cases of accident, accident forms must be completed in accordance with written procedure, which shall be made available for review by the site monitor or other State designee upon request. Any appropriate insurer for the vendor must be timely notified.
- 3.7.16 The use or possession of firearms, gases, mace or chemicals for control of juveniles in the facility shall be prohibited except in emergency situations. Firearms, gases, mace or chemicals for control of juveniles shall only be permitted on the facility during emergency situations by public law enforcement agency personnel.
- 3.7.17 All unusual incidences, including but not limited to the taking of hostages and the use of physical restraints, must be handled in accordance with written policies and procedures, and must be subsequently reported in writing, dated and signed by the staff person (s) reporting the incident. The report must include a thorough summary of all actions taken by juveniles and staff, and whether any injuries occurred. A copy of the report shall be placed in the file of each juvenile and staff member involved in the incident. The report shall be reviewed by the facility Superintendent, on-site monitor, and Deputy Administrator.
- 3.7.18 The proposal must address the use of segregation cells for protective custody, isolation and or time-out. The vendor shall and include in the proposal policies and procedures for the segregation area. The policies and procedures shall be compliant with ACA standards and constitutional requirements.
- 3.7.19 The vendor shall develop policies and procedures for the search, seizure and disposal of contraband.

3.8 ADMINISTRATION

- 3.8.1 The facility shall be managed by a single on-site superintendent. The superintendent shall coordinate with the Deputy Administrator or designee at least monthly for facilitate communication, review or establish procedures, discuss concerns and problems and to ensure conformity to the contract.
- 3.8.2 The selection or change of the Superintendent or Assistant Superintendent must be reviewed and approved by the Deputy Administrator.
- 3.8.3 The facility shall have a policy and procedures manual which has been reviewed and approved by DCFS prior to opening the facility. The manual shall describe the purpose of the facility, its programs, procedures, chain of command, confidentiality and services offered. The manual shall also describe the “drug free workplace” policy and any affirmative action or other policy which supports the goal of maintaining a fair and safe place of employment. The manual shall be reviewed annually by DCFS and the facility Superintendent.
- 3.8.4 The facility shall maintain post orders, which have been approved by DCFS prior to opening the facility for all units, which summarize approved methods of implementing facility procedures and provide detailed information regarding the daily operation of the unit and the facility.
- 3.8.5 The facility shall have a quality assurance program which shall be developed and implemented to ensure that all programs meet applicable standards. There shall be periodic inspections and reviews by the Superintendent or his/her designee, with written reports which shall include recommendations and time frames for improvements. The written procedures shall require meetings of the Superintendent and the supervisors responsible for all programs with written reports sent to the Deputy Administrator or designee.
- 3.8.6 The vendor shall provide DCFS with an organizational chart prior to opening the facility which accurately reflects the structure of authority, responsibility, reporting and accountability of staff employed at the facility. The organizational chart must be maintained monthly and be made available to the State upon request.
- 3.8.7 The vendor shall provide a representative sample of the daily schedule of activities and daily routine for the facility. This shall include the entire twenty-four (24) hour day and shall identify differences between the schedule during the week compared to the Saturday and Sunday routine. The schedule must demonstrate how minimum levels of programs and activities will be accommodated during the day and during the entire week.

3.9 MONITORING

- 3.9.1 A monitor employed by DCFS will be located on-site. The vendor shall be responsible for providing office space, telephone and computer access to the DCFS system. The monitor’s office shall be in close proximity to other

administrative offices. Monitoring for policy compliance, program effectiveness and contract compliance will be the monitor's primary responsibility. This shall be accomplished by reviewing facility records, juvenile's files, budget documents, and attending selected meetings or hearings. In addition, the monitor may interview juveniles and staff and inspect the facility at any time. The monitor shall review decisions by the facility superintendent regarding juvenile disciplinary appeals and grievances to assure conformity with DCFS policies. The facility shall be opened to inspection at any reasonable hour to other State and local officials. Any action that prevents the monitor from performing his/her duties is strictly prohibited and may result in a breach of contract.

- 3.9.2 Recognizing that damages for non-performance are difficult to determine, the sum of \$5,000 per day is the reasonable amount which will be assessed the vendor for failure to substantially perform the services required, provided that such failure is attributed to vendor. The violation of a material term, condition or obligation of the contract by the vendor, its officers, employees, agents and independent vendors shall constitute unsatisfactory performance. Liquidated damages will only be assessed for failure substantially to perform after DCFS has provided written notice by certified mail to vendor of the failure to substantially to perform; and only if the failure persists beyond a thirty (30) day notification period with notification date being date of mail delivery.

3.10 FISCAL MANAGEMENT

- 3.10.1 The vendor shall ensure the written procedures are prepared which must include: internal controls, petty cash, bonding, signature control on checks, juvenile funds, juvenile property and employee expense reimbursements. There shall be written procedure for the purchase and requisition of supplies and equipment, and methods that document and authorize wage payments to employees, sub-contractors and consultants.
- 3.10.2 If the vendor chooses to allow money to be deposited on a juvenile's behalf written policy and procedures shall be provided.

3.11 BIDDING REQUIREMENT

- 3.11.1 Costs as a whole shall be expressed as a "per diem" per juvenile. Additional expenses as outlined in the COST section of the proposal must also be submitted.
- 3.11.2 Vendors must have substantial experience operating correctional facilities for high risk youth and have trained and experienced management and operational personnel necessary to carry out the terms of the contract. The vendor must comply with all federal and State laws and constitutional standards and maintain accreditation with standards of the American Correctional Association (ACA) within one (1) year of the contract start date. NCCHC accreditation may be obtained as an alternative for medical and mental health.
- 3.11.3 The vendor shall provide evidence of qualifications, experience and ability to comply with applicable court orders, DCFS regulations and ACA standards. If

the vendor has an existing facility a copy of the policy and procedure manual shall be submitted.

- 3.11.4 The vendor shall have a plan of indemnification for liability, including indemnity for negligence, non-performance and civil rights claims. The plan must protect the State from all claims and losses incurred as a result of the Contract, while not depriving the vendor or the State of any benefits of any law that limits its exposure to liability or damages. The plan must provide that the vendor bear its own costs of litigation.
- 3.11.5 The vendor shall provide evidence of past performance of similar contracts, including audited financial statements for the past five (5) years or for each of the years the vendor has been in operation if less than five (5) years, and other financial information as requested.
- 3.11.6 The vendor shall provide a detailed statement of the litigation history of the vendor, which describes the allegations and outcomes (or current status), including settlement details, of all cases filed against it and/ or its employees within the last ten (10) years.
- 3.11.7 Vendors must participate in the mandatory site visit. Proposals shall only be accepted from vendors who participate in the mandatory site visit to the facility; refer to *Section 8 – RFP Timeline*.

3.12 EVALUATION OF FACILITY OPERATIONS

- 3.12.1 The proposal shall describe the record keeping protocol as it relates to the provision of programs and services. The State of Nevada must have access to all such records for program monitoring and contract compliance purposes. Records will include but not be limited to staff sign-in /sign-out records, payroll, incident reports, maintenance records, inventory and purchasing records and other facility management issues. The State shall also have available all inspection reports including but not limited to fire and health inspections. The State shall also have available all facility safety inspections and emergency procedures including all emergency drills carried out.
- 3.12.2 The vendor shall propose the types of records maintained which relate to programs and services.
- 3.12.3 Vendor shall discuss the types of records that will be maintained that support an outcome measure evaluation. Vendor shall in advance propose the performance measure that will be tracked and used to document the ability of the program to produce success. If the vendor has managed a similar program, performance measures and outcomes shall be included in the proposal.

4. COMPANY BACKGROUND AND REFERENCES

4.1 VENDOR INFORMATION

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

Question	Response
Company name:	
Ownership (sole proprietor, partnership, etc.):	
State of incorporation:	
Date of incorporation:	
# of years in business:	
List of top officers:	
Location of company headquarters:	
Location(s) of the company offices:	
Location(s) of the office that will provide the services described in this 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:	

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

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

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

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

Yes		No	
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If “No”, provide explanation.

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

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

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

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

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

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

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person will be performing or producing the services which you will be contracted to provide under this contract, you must disclose the identity of each such person in your response to this RFP, and specify the services that each person will be expected to perform.

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

Does any of the above apply to your company?

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

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

- 4.1.8 Vendors must review the insurance requirements specified in **Attachment E, Insurance Schedule for RFP 3016**. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in **Attachment E**.

Yes		No	
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Any exceptions and/or assumptions to the insurance requirements **must** be identified on **Attachment B, Technical 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 3016**.

- 4.1.9 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.
- 4.1.10 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.
- 4.1.11 Financial information and documentation to be included in **Part III, Confidential Financial Information** of vendor’s response in accordance with **Section 9.5, Part III – Confidential Financial Information**.
- 4.1.11.1 Dun and Bradstreet Number
- 4.1.11.2 Federal Tax Identification Number
- 4.1.11.3 The last two (2) years and current year interim:

- A. Profit and Loss Statement
- B. Balance Statement

4.2 SUBCONTRACTOR INFORMATION

4.2.1 Does this proposal include the use of subcontractors?

Yes		No	
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If “Yes”, vendor must:

- 4.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 4.2.1.2 If any tasks are to be completed by subcontractor(s), vendors must:
 - A. Describe the relevant contractual arrangements;
 - B. Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and
 - C. Describe your previous experience with subcontractor(s).
- 4.2.1.3 Vendors must describe the methodology, processes and tools utilized for:
 - A. Selecting and qualifying appropriate subcontractors for the project/contract;
 - B. Ensuring subcontractor compliance with the overall performance objectives for the project;
 - C. Ensuring that subcontractor deliverables meet the quality objectives of the project/contract; and
 - D. Providing proof of payment to any subcontractor(s) used for this project/contract, if requested by the State. Proposal should include a plan by which, at the State’s request, the State will be notified of such payments.
- 4.2.1.4 Provide the same information for any proposed subcontractors as requested in **Section 4.1, Vendor Information**.
- 4.2.1.5 Business references as specified in **Section 4.3, Business References** must be provided for any proposed subcontractors.

- 4.2.1.6 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 4.2.1.7 Vendor must notify the using agency of the intended use of any subcontractors not identified within their original 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.

4.3 BUSINESS REFERENCES

- 4.3.1 Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last five (5) years.
- 4.3.2 Vendors must provide the following information for every business reference provided by the vendor and/or subcontractor:

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

Reference #:			
Company Name:			
<i>Identify role company will have for this RFP project (Check appropriate role below):</i>			
	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">VENDOR</td> <td style="text-align: center;">SUBCONTRACTOR</td> </tr> </table>	VENDOR	SUBCONTRACTOR
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?	

- 4.3.3 Vendors must also submit *Attachment F, Reference Questionnaire* to the business references that are identified in *Section 4.3.2*.
- 4.3.4 The company identified as the business references must submit the Reference Questionnaire directly to the Purchasing Division.
- 4.3.5 It is the vendor’s responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in *Section 8, 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.
- 4.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

4.4 VENDOR STAFF RESUMES

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

5. COST

The contract resulting from this RFP will be based on a cost per day per juvenile and is subject to authorized legislative appropriation. Vendors must provide detailed prices for all costs associated with the responsibilities and related services. Clearly specify the nature of all expenses anticipated.

5.1 Cost information must not be included with the vendor's Technical Proposal. Vendors must complete *Attachment I, Cost Schedule*, which comprises of the following:

- 5.1.1 Total cost per day per juvenile.
- 5.1.2 Cost breakdown and general calculations used to determine the cost per day per juvenile. The cost breakdown should be sub-divided by medical/mental health, programs, and custody. If any category of cost is not listed below please add additional categories and define the nature of each additional category.

- 5.1.2.1 Personnel Services
 - A. Salaries by position classification
 - B. Overtime
 - C. Shift Differential
 - D. Employee Benefits
 - E. Group Insurance
 - F. Retirement
 - G. Social Security
 - H. Liability Insurance
 - I. Workers' Compensation
 - J. Unemployment Insurance

- 5.1.2.2 In-state Travel
 - A. Mileage and Fares
 - B. Meals and Lodging
 - C. Gas and Oil – Transportation
 - D. Insurance – Transportation
 - E. Maintenance and Repairs - Transportation

- 5.1.2.3 Maintenance
 - A. Maintenance Supplies/Maintenance Services (Janitorial, pest control, etc.)
 - B. Maintenance of buildings, furniture and equipment
 - C. Property Insurance

- 5.1.2.4 Supplies
 - A. Office Supplies
 - B. Medical, Lab and Related Supplies
 - C. Drugs
 - D. Field Supplies
 - E. Food
 - F. Kitchen Supplies
 - G. Clothing, Uniforms and Linens
 - H. Recreation Supplies
 - I. Juvenile Supplies (ID Badges, Photocopies, etc.)

- 5.1.2.5 Contractual Services
 - A. Printing
 - B. Advertising
 - C. Medical Services
 - D. Professional Service Contract
 - E. Contractual Service Fees
 - F. Postage
 - G. Utilities
 - H. Rent/Equipment
 - I. Telephone

J. Subscriptions/Dues

K. Freight

5.1.2.6 Other Operating Costs

A. Training

B. Education

C. Grants and Services

D. Incentive Pay

E. Settlements and Other Losses

F. Overheads/profit

5.1.2.7 Out-of-State Travel

A. Mileage and Fares

B. Meals/Lodging

6. FINANCIAL

6.1 BILLING/PAYMENT

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

6.1.2 Vendor shall bill DCFS for each calendar month; one (1) calendar month in arrears. Upon review and acceptance, DCFS shall pay such invoice within thirty (30) days after receipt of vendor's invoice, providing all required information, documents and/or attachments have been received.

6.1.3 If there are any billing items requiring further verification or explanation, those items will be deleted from the billing to ensure prompt payment of the undisputed monthly billing claim. Those items withheld by the DCFS for such confirmation will be processed for payment immediately upon verification.

6.1.4 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.

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

6.2 ANNUAL EXPENDITURE REPORTS

Within sixty (60) days after the end of each year (August 31 unless otherwise agreed) during the term of the Contract, or within sixty (60) days after the effective date of termination or cancellation of the Contract, vendor shall provide an annual expenditure report detailing the financial operation of vendor under the Contract during the said year;

such reports must clearly and separately identify financial operations for each separate services program. This report shall be subject to audit by DHHS and shall include, at a minimum, a description of how the report was prepared.

6.3 AUDITED FINANCIAL STATEMENTS

Vendor shall provide DCFS with copies of its annual audited financial statements for at least the past five years and for every year of the Contract.

6.4 TAXES, PERMITS LICENSES

Vendor shall be responsible for all applicable local, county, state, and federal taxes. Vendor will pay all taxes, permits and licenses required by law. Personal property taxes are the responsibility of vendor in accordance with NRS 361.159. Vendor shall warrant that it has a valid business license to perform the Contract.

6.5 PRIOR MEDICAL COSTS

Except as otherwise provided in the Contract, beginning with first day juveniles are accepted at the facility, the vendor will be responsible for medical costs. Charges or costs incurred in connection with services provided to any hospitalized juvenile admitted prior to the date the juvenile enters the facility shall not be the responsibility of the vendor.

6.6 LIQUIDATED DAMAGES FOR NON-PERFORMANCE OR UNSATISFACTORY PERFORMANCE OF SERVICES

Recognizing that damages for non-performance or unsatisfactory performance are difficult to determine, the sum of \$5,000 per day is the reasonable amount which will be assessed the vendor for failure to substantially perform the services required, provided that such failure is attributed to vendor. The violation of a material term, condition or obligation of the contract by the vendor, its officers, employees, agents and independent vendors shall constitute unsatisfactory performance. Liquidated damages will only be assessed for failure substantially to perform after DCFS has provided written notice by certified mail to vendor of the failure substantially to perform; and only if the failure persists beyond a thirty (30) day notification period with notification date being date of mail delivery.

6.7 ADJUSTMENT ANALYSIS

DCFS shall prepare an analysis of all monthly adjustments, including per diem adjustments, adjustments for unsatisfactory performance, adjustments for position vacancies, deductions for DCFS employees and any other reductions or adjustments, which identify each adjustment made and provide a copy to vendor. DCFS shall submit its analysis of adjustments to vendor with the monthly payment. The Director of the DCFS will have the final decision regarding any dispute.

6.8 OTHER REMEDIES UNAFFECTED

Adjustments and deductions provided for in the contract shall not be construed as liquidated damages nor shall the provision of these adjustments or deductions, or the terms of the contract be construed to limit or otherwise affect other remedies of the parties.

6.9 RENEGOTIATION OF STAFFING LEVELS

DCFS agrees to reasonably renegotiate the staffing levels required under the contract if the average daily inmate population at the facility declines by 10% or more of the negotiated capacity for a period of thirty (30) consecutive days. Provide overall staffing standards and a plan to adjust for inmate population changes.

6.10 Payments will be made monthly after receipt of an itemized invoice detailing the names and identification numbers of inmates assigned, as well as the number and listing of calendar days in which the inmates resided in the facility. All monthly payments to the vendor shall be in arrears on a reimbursement basis. Payments shall be claimed for inmates who are residing in the facility at the evening count prior to the evening meal. Monthly invoices shall be submitted to DCFS.

6.11 Vendor shall pay DCFS for beds filled from jurisdictions other than the State of Nevada, DCFS. Vendor shall pay DCFS an amount to be negotiated per juvenile, per juvenile day, for beds filled from other jurisdictions.

7. WRITTEN QUESTIONS AND ANSWERS

In lieu of a pre-proposal conference, the Purchasing Division will accept questions and/or comments in writing, received by email regarding this RFP.

7.1 QUESTIONS AND ANSWERS

7.1.1 The RFP Question Submittal Form is located on the Services RFP/RFQ Opportunities webpage at <http://purchasing.state.nv.us/services/sdocs.htm>. Select this RFP number and the "Question" link.

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

7.1.3 All questions and/or comments will be addressed in writing and responses emailed or faxed to prospective vendors on or about the date specified in *Section 8, RFP Timeline*.

8. 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
Mandatory Site-Visit	03/12/2013 @ 2:00 PM
Deadline for submitting questions	03/19/2013 @ 2:00 PM
Answers posted to website	On or about 04/02/2013
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 04/22/2013

Task	Date/Time
Deadline for submission and opening of proposals	No later than 2:00 PM on 04/23/2013
Evaluation period (approximate time frame)	04/24/2013 - 05/08/2013
Selection of vendor	On or about 05/09/2013
Anticipated BOE approval	07/09/2013
Contract start date (contingent upon legislation and BOE approval)	10/01/2013

9. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

9.1 GENERAL SUBMISSION REQUIREMENTS

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

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

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

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

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

- 9.1.1 All information is to be completed as requested.
- 9.1.2 Each section within the technical proposal and cost proposal must be separated by clearly marked tabs with the appropriate section number and title as specified.
- 9.1.3 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.

- 9.1.4 If discrepancies are found between two (2) or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one (1) copy of the proposal is not clearly marked “MASTER,” the State may reject the proposal. However, the State may at its sole option, select one (1) copy to be used as the master.
- 9.1.5 For ease of evaluation, the 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.
- 9.1.6 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 bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Unnecessarily elaborate responses beyond what is sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the proposer’s lack of environmental and cost consciousness. Unless specifically requested in this RFP, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

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

- 9.1.6.1 Be submitted on recycled paper;
 - 9.1.6.2 Not include pages of unnecessary advertising;
 - 9.1.6.3 Be printed on both sides of each sheet of paper; and
 - 9.1.6.4 Be contained in re-usable binders rather than with spiral or glued bindings.
- 9.1.7 For purposes of addressing questions concerning this 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.

- 9.1.8 Any vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be received no later than the deadline for submission of questions.

The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

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

9.2 PART I A – TECHNICAL PROPOSAL

- 9.2.1 The technical proposal must include:

- 9.2.1.1 One (1) original marked “MASTER”; and
- 9.2.1.2 Eight (8) identical copies.

- 9.2.2 The technical proposal *must not include* confidential technical information (refer to *Section 9.3, Part I B, Confidential Technical*) or cost and/or pricing information. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.

- 9.2.3 Format and Content

- 9.2.3.1 Tab I – Title Page

The title page must include the following:

Part I A – Technical Proposal	
RFP Title:	Management and Maintenance of Secure Juvenile Correctional Facility
RFP:	3016
Vendor Name:	
Address:	
Proposal Opening Date:	April 23, 2013
Proposal Opening Time:	2:00 PM

- 9.2.3.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

- 9.2.3.3 Tab III – Vendor Information Sheet

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

9.2.3.4 Tab IV – State Documents

The State documents tab must include the following:

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

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

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

9.2.3.6 Tab 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.

9.2.3.7 Tab 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.

9.2.3.8 Tab VIII – Attachment G – Proposed Staff Resume

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

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

9.2.3.9 Tab IX – Other Informational Material

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

9.3 PART I B – CONFIDENTIAL TECHNICAL PROPOSAL

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

9.3.2 The confidential technical proposal must include:

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

9.3.2.2 Eight (8) identical copies.

9.3.3 Format and Content

9.3.3.1 Tab I – Title Page

The title page must include the following:

Part I B – Confidential Technical Proposal	
RFP Title:	Management and Maintenance of Secure Juvenile Correctional Facility
RFP:	3016
Vendor Name:	
Address:	
Proposal Opening Date:	April 23, 2013
Proposal Opening Time:	2:00 PM

9.3.3.2 Tabs – Confidential Technical

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

9.4 PART II – COST PROPOSAL

9.4.1 The cost proposal must include:

- 9.4.1.1 One (1) original marked “MASTER”; and
- 9.4.1.2 Eight (8) identical copies.

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

9.4.3 Format and Content

9.4.3.1 Tab I – Title Page

The title page must include the following:

Part II – Cost Proposal	
RFP Title:	Management and Maintenance of Secure Juvenile Correctional Facility
RFP:	3016
Vendor Name:	
Address:	
Proposal Opening Date:	April 23, 2013
Proposal Opening Time:	2:00 PM

9.4.3.2 Tab II – Cost Proposal

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

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

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

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

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

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

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

9.5 PART III – CONFIDENTIAL FINANCIAL INFORMATION

9.5.1 The confidential financial information part must include:

- 9.5.1.1 One (1) original marked “MASTER”; and
- 9.5.1.2 One (1) identical copy.

9.5.2 Format and Content

9.5.2.1 Tab I – Title Page

The title page must include the following:

Part III – Confidential Financial Information	
RFP Title:	Management and Maintenance of Secure Juvenile Correctional Facility
RFP:	3016
Vendor Name:	
Address:	
Proposal Opening Date:	April 23, 2013
Proposal Opening Time:	2:00 PM

9.5.2.2 Tab II – Financial Information and Documentation

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

9.6 CONFIDENTIALITY OF PROPOSALS

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

9.6.2 Vendors are required to submit written documentation in accordance with *Attachment A, Confidentiality and Certification of Indemnification* demonstrating the material within the 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.

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

9.6.4 The required CDs must contain the following:

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

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

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

Master CD	
RFP No:	3016
Vendor Name:	
Contents:	Part IA – Technical Proposal Part IB – Confidential Technical Proposal Part II – Cost Proposal

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

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

B. The electronic files must follow the format and content section for the redacted versions of the technical and cost proposal.

C. All electronic files **must** be saved in “PDF” format.

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

Public Records CD	
RFP No:	3016
Vendor Name:	
Contents:	Part IA – Technical Proposal for Public Records Request Part II – Cost Proposal for Public Records Request

9.6.5 The Public Records submitted on the CD will be posted to the Purchasing Website upon the Notice of Award.

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

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

9.7 PROPOSAL PACKAGING

9.7.1 If the separately sealed technical and cost proposals as well as confidential technical information and financial documentation, marked as required, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked as follows:

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

Shannon Berry State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3016
PROPOSAL OPENING DATE:	April 23, 2013
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Management and Maintenance of Secure Juvenile Correctional Facility
VENDOR'S NAME:	

9.7.3 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.

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

9.7.5 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.

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

Shannon Berry State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3016
PROPOSAL COMPONENT:	PART I A – TECHNICAL PROPOSAL
PROPOSAL OPENING DATE:	April 23, 2013

PROPOSAL OPENING TIME:	2:00 PM
FOR:	Management and Maintenance of Secure Juvenile Correctional Facility
VENDOR'S NAME:	

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

Shannon Berry State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3016
PROPOSAL COMPONENT:	PART I B – CONFIDENTIAL TECHNICAL PROPOSAL
PROPOSAL OPENING DATE:	April 23, 2013
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Management and Maintenance of Secure Juvenile Correctional Facility
VENDOR'S NAME:	

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

Shannon Berry State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3016
PROPOSAL COMPONENT:	PART II – COST PROPOSAL
PROPOSAL OPENING DATE:	April 23, 2013
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Management and Maintenance of Secure Juvenile Correctional Facility
VENDOR'S NAME:	

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

Shannon Berry State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3016
PROPOSAL COMPONENT:	PART III - CONFIDENTIAL FINANCIAL INFORMATION
PROPOSAL OPENING DATE:	April 23, 2013
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Management and Maintenance of Secure Juvenile Correctional Facility

	Juvenile Correctional Facility
VENDOR'S NAME:	

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

Shannon Berry State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3016
PROPOSAL COMPONENT:	CDs
PROPOSAL OPENING DATE:	April 23, 2013
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Management and Maintenance of Secure Juvenile Correctional Facility
VENDOR'S NAME:	

10. PROPOSAL EVALUATION AND AWARD PROCESS

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

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

- 10.1.1 Demonstrated competence
- 10.1.2 Experience in performance of comparable engagements
- 10.1.3 Conformance with the terms of this RFP
- 10.1.4 Expertise and availability of key personnel
- 10.1.5 Cost

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

Proposals shall be kept confidential until a contract is awarded.

- 10.2** 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).
- 10.3** 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. See generally, NRS 333.335.

- 10.4** 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.
- 10.5** 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.
- 10.6** Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

11. TERMS AND CONDITIONS

11.1 PROCUREMENT AND 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.*

- 11.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 11.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 11.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.

- 11.1.4 For ease of responding to the RFP, vendors are encouraged to download the RFP from the Purchasing Division's website at <http://purchasing.state.nv.us>.
- 11.1.5 The failure to separately package and clearly mark **Part I B and Part III** – which contains confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 11.1.6 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.
- 11.1.7 The State reserves the right to reject any or all proposals received prior to contract award (NRS 333.350).
- 11.1.8 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).
- 11.1.9 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.
- 11.1.10 Descriptions on 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.
- 11.1.11 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 11.1.12 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.
- 11.1.13 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.
- 11.1.14 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).
- 11.1.15 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.

- 11.1.16 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the 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.
- 11.1.17 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.
- 11.1.18 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 11.1.19 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and Chapter 333 of the Nevada Administrative Code.

11.2 CONTRACT TERMS AND CONDITIONS

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

- 11.2.1 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 11.2.2 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this 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.
- 11.2.3 The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.
- 11.2.4 **Attachment B and Attachment J** of this 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.

- 11.2.5 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties will consist of the 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.
- 11.2.6 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.
- 11.2.7 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
- 11.2.8 Pursuant to NRS 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.

11.3 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.*

11.3.1 Award of Related Contracts

- 11.3.1.1 The State may undertake or award supplemental contracts for work related to this project or any portion thereof. The contractor shall be

bound to cooperate fully with such other contractors and the State in all cases.

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

11.3.2 Products and/or Alternatives

11.3.2.1 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.

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

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

11.3.3 State Owned Property

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

11.3.4 Inspection/Acceptance of Work

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

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

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

11.3.5 Travel

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

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

- 11.3.5.2 Requests for reimbursement of travel expenses must be submitted on the State Claim for Travel Expense Form with original receipts for all expenses.
- 11.3.5.3 The travel expense form, with original signatures, must be submitted with the vendor's invoice.
- 11.3.5.4 Vendor will be reimbursed travel expenses and per diem at the rates allowed for State employees at the time travel occurs.
- 11.3.5.5 The State is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by vendor for a rental vehicle.

11.3.6 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.

11.3.7 Right to Publish

- 11.3.7.1 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 Administrator of DCFS or designee.
- 11.3.7.2 No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of the Administrator of DCFS or designee.
- 11.3.7.3 As a result of the selection of the contractor to supply the requested services, the State is neither endorsing nor suggesting the contractor is the best or only solution.
- 11.3.7.4 The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with the specific advance written authorization of the Administrator of DCFS or designee.
- 11.3.7.5 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.

12. SUBMISSION CHECKLIST

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

Part I A– Technical Proposal Submission Requirements		Completed
Required number of Technical Proposals per submission requirements		
Tab I	Title Page	
Tab II	Table of Contents	
Tab III	Vendor Information Sheet	
Tab IV	State Documents	
Tab V	Attachment B – Technical Proposal Certification of Compliance with Terms and Conditions of RFP	
Tab VI	Section 3 – Scope of Work	
Tab VII	Section 4 – Company Background and References	
Tab VIII	Attachment G – Proposed Staff Resume(s)	
Tab IX	Other Information Material	
Part I B – Confidential Technical Submission Requirements		
Required number of Confidential Technical Proposals per submission requirements		
Tab I	Title Page	
Tabs	Appropriate tabs and information that cross reference back to the technical proposal	
Part II – Cost Proposal Submission Requirements		
Required number of Cost Proposals per submission requirements		
Tab I	Title Page	
Tab II	Cost Proposal	
Tab III	Attachment J - Cost Proposal Certification of Compliance with Terms and Conditions of RFP	
Part III – Confidential Financial Information Submission Requirements		
Required number of Confidential Financial Proposals per submission requirements		
Tab I	Title Page	
Tab II	Financial Information and Documentation	
CDs Required		
One (1)	Master CD with the technical and cost proposal contents only	
One (1)	Public Records CD with the technical and cost proposal contents only	
Reference Questionnaire Reminders		
Send out Reference Forms for Vendor (with Part A completed)		
Send out Reference Forms for proposed Subcontractors (with Part A completed, if applicable)		

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted 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 I B – Confidential Technical Information			
YES		NO	
Justification for Confidential Status			

A Public Records CD has been included for the Technical and Cost Proposal			
YES		NO	

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

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)

ASSUMPTION SUMMARY FORM

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

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 3016*.



Contract Form.doc

To open the document, double click on the icon.

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

ATTACHMENT E – INSURANCE SCHEDULE FOR RFP 3016

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.***



INSURANCE
SCHEDULE FOR 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 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 of the Reference Questionnaire.
2.	Proposing vendor MUST send the following Reference Questionnaire to EACH business reference listed for completion of Part B, Part C and Part D.
3.	<p>Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:</p> <p style="margin-left: 40px;">State of Nevada, Purchasing Division Subject: RFP 3016 Attention: Geoff Landry Email: rfpdocs@admin.nv.gov Fax: 775-684-0188</p> <p>Please reference the RFP number in the subject line of the email or on the fax.</p>
4.	The completed Reference Questionnaire MUST be received <i>no later than 4:30 PM PT April 23, 2013</i>
5.	Business references are NOT to return the Reference Questionnaire to the Proposer (Vendor).
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process 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.



RFP 3016 -
Reference Questionn

To open the document, double click on the icon.

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

ATTACHMENT G – PROPOSED STAFF RESUME

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



Proposed Staff
Resume.doc

To open the document, double click on the icon.

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

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

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



KTLVEN-05
Registration.doc

To open the document, double click on the icon.

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

ATTACHMENT I – COST SCHEDULE



Attachment I - Cost
Schedule.xls

To open the document, double click on the icon.

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

**ATTACHMENT J – 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.

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)

ASSUMPTION SUMMARY FORM

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

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

ATTACHMENT K – FURNISHINGS TO BE PROVIDED BY THE STATE



Facility equipment list
final.xlsx