State of Nevada
Department of Administration

Purchasing Division

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

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State of Nevada

Purchasing Division

Request for Proposal: 3268

For

LABORATORY ALCOHOL AND DRUG TESTING

Release Date: July 22, 2016

Deadline for Submission and Opening Date and Time: August 26, 2016@ 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 3268

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	

V2	Street Address	

V3	City, State, ZIP	

V4	Telephone Number		
	Area Code:	Number:	Extension:

V5	Facsimile Number		
	Area Code:	Number:	Extension:

V6	Toll Free Number		
	Area Code:	Number:	Extension:

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

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

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

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

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

TABLE OF CONTENTS

1. PROJECT OVERVIEW 4
2. ACRONYMS/DEFINITIONS 5
3. SCOPE OF WORK 8
4. COMPANY BACKGROUND AND REFERENCES 13
5. COST 19
6. FINANCIAL 19
7. WRITTEN QUESTIONS AND ANSWERS 20
8. RFP TIMELINE 20
9. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT 20
10. PROPOSAL EVALUATION AND AWARD PROCESS 30
11. TERMS AND CONDITIONS 32
12. SUBMISSION CHECKLIST 37
ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION 38
ATTACHMENT B – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE 39
ATTACHMENT C – VENDOR CERTIFICATIONS 40
ATTACHMENT D – CONTRACT FORM 41
ATTACHMENT E – INSURANCE SCHEDULE FOR RFP 3268 42
ATTACHMENT F – REFERENCE QUESTIONNAIRE 43
ATTACHMENT G – PROPOSED STAFF RESUME 44
ATTACHMENT H – COST SCHEDULE 45
ATTACHMENT I – COST PROPOSAL CERTIFICATION OF COMPLIANCE 46

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 I, 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.nv.gov).

1. PROJECT OVERVIEW

The State of Nevada, Purchasing Division, on behalf of the Division of Human Resource Management (DHRM) and various State agencies, is soliciting proposals from qualified vendors for the collection and testing of human urine, breath, blood and/or hair for alcohol content and drugs of abuse.

Types of testing to be performed include but are not limited to:

- Pre-employment;
- For cause/reasonable suspicion;
- Random testing;
- Post incident/accident;
- Return to work;
- Follow up; and
- Client testing.

Vendors must provide these and associated services statewide as well as have a network of resources (i.e., collection sites) available to State agencies outside of Nevada (national). The State may award more than one contract in conjunction with this Request for Proposal (RFP).

All of the applicant and employee testing will be governed by Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC). Some of the applicant and employee testing will be governed by United States Department of Transportation (DOT) regulations as well.

Purchase of services offered through a resulting contract will be at the sole discretion of the individual entities and cannot be guaranteed by the State. The State does not guarantee any minimum volume of service.

Currently, the State of Nevada executive branch has approximately 18,000 employees. This number represents State employees only and does not include the Nevada System of Higher Education, the Court System, the Legislative branch and political subdivisions (e.g., cities, counties, school districts). These agencies may use the contract(s) resulting from this request; however, they are not required to do so.

The contract resulting from this RFP will be from January 1, 2017, upon approval of the State Board of Examiners (anticipated to be November 8, 2016), for a period of four (4) years. The Department of Administration, Purchasing Division will be the contract administrator.

1.1 GOALS AND OBJECTIVES

The goals of the State of Nevada Alcohol and Drug Program are to facilitate serving the needs of the citizens of the State of Nevada in the most efficient and professional manner possible and to protect State employees' and the public's safety. The intent of this RFP is to support these goals through comprehensive availability of services statewide at a reasonable cost.

2. ACRONYMS/DEFINITIONS

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

Acronym	Description
Assumption	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
Awarded Vendor	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
BOE	State of Nevada Board of Examiners
Confidential Information	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS 333.020(5) (b).
Contract Approval Date	The date the State of Nevada Board of Examiners officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful vendor.
Contract Award Date	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.
Contractor	The company or organization that has an approved contract with the State of Nevada for services identified in this RFP. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance.
Cross Reference	A reference from one document/section to another document/section containing related material.
Customer	Department, Division or Agency of the State of Nevada.

Acronym	Description
D & L	Two forms of methamphetamine.
DHHS	United States Department of Health and Human Services
DHRM	State of Nevada Department of Administration, Division of Human Resource Management
Division/Agency	The Division/Agency requesting services as identified in this RFP.
DOT	United States Department of Transportation regulated
Evaluation Committee	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS 333.335.
Exception	A formal objection taken to any statement/requirement identified within the RFP.
FMCSA	United States Department of Transportation, Federal Motor Carrier Safety Administration
Goods	The term "goods" as used in this RFP has the meaning ascribed to it in NRS §104.2105(1) and includes, without limitation, "supplies", "materials", "equipment", and "commodities", as those terms are used in NRS Chapter 333.
Key Personnel	Vendor staff responsible for oversight of work during the life of the project and for deliverables.
LCB	Legislative Counsel Bureau
LOI	Letter of Intent - notification of the State's intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
May	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
MRO	Medical Review Officer as defined in 49 CFR § 40.121
Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
NAC	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: **www.leg.state.nv.us.**

Acronym	Description
NOA	Notice of Award – formal notification of the State's decision to award a contract, pending Board of Examiners' approval of said contract, any non-confidential information becomes available upon written request.
Non-DOT	Not regulated by United States Department of Transportation
NRS	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: **www.leg.state.nv.us.**
Pacific Time (PT)	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time.
Proprietary Information	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a).
Public Record	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).
Redacted	The process of removing confidential or proprietary information from a document prior to release of information to others.
RFP	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection as defined in NRS 333.020(8).
SAMHSA	United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration
SAP	Substance abuse professional as defined in 49 CFR § 40.281.
Shall	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
State	The State of Nevada and any agency identified herein.
Subcontractor	Third party, not directly employed by the contractor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.

Acronym	Description
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.
User	Department, Division, Agency or County of the State of Nevada.
Vendor	Organization/individual submitting a proposal in response to this RFP.
Will	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

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
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

The State of Nevada performs pre-employment, reasonable suspicion (belief), return to work, follow-up, random and post-accident (post incident) testing.

Additionally, testing of clients may be performed under this scope of work. Submitted proposals shall contain detailed information describing the vendor's ability to provide services for all the following points (all items must be acknowledged).

3.1 The awarded vendor(s) shall be certified by United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration

(SAMHSA) and tests shall be conducted according to United States Department of Health and Human Services (DHHS) and SAMHSA standards. Provide certification document.

3.2 The Medical Review Officer (MRO) shall conform to DHHS requirements. A MRO shall confirm positive tests.

3.3 When not otherwise regulated by United States Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA), collectors, collection sites, custody and control forms and specimen collection containers shall conform to DHHS requirements.

3.4 When not otherwise regulated by FMCSA, the awarded vendor(s) shall ensure that over the term of the contract(s) awarded from this RFP that its policies and procedures, including, but not limited to, handling, chain of custody, storing, testing and disposing of specimens, disseminating results and retaining specimens, ensure confidentiality and adhere to DHHS and SAMHSA standards.

3.5 Do you obtain primary source documentation for licenses, board certifications, insurance coverage, etc.?

3.6 Testing under FMCSA regulated programs shall be conducted according to the standards and procedures specified for FMCSA testing.

3.7 The awarded vendor(s) shall be able to provide substance abuse training for supervisors and employees to comply with FMCSA regulations. Outline how this requirement would be accomplished and, if requested, be prepared to demonstrate the training.

3.8 When not otherwise regulated by FMCSA, drug tests shall comply with DHHS standards. Drug testing shall include testing for the following:

3.8.1 Marijuana (THC)

3.8.2 Cocaine

3.8.3 Opiates

- 3.8.3.1 Codeine
- 3.8.3.2 Morphine
- 3.8.3.3 6-AM (heroin)

3.8.4 Amphetamines

- 3.8.4.1 Amphetamine
- 3.8.4.2 Methamphetamine
- 3.8.4.3 MDMA
- 3.8.4.4 MDA
- 3.8.4.5 MDEA

3.8.5 Phencyclidine (PCP)

3.9 List and outline costs for any available testing for additional controlled substances (e.g., methadone, oxycodone, barbiturates and benzodiazepines). Costs for additional panels must be provided separate from the required panels outlined in ***Section 3.8.*** Provide cutoffs and clinical basis (documentation) for cutoffs and validity of additional panels.

3.9.1 Specific requests for the testing of other drugs may be made at the time of testing or after the initial screening. Describe process for requesting testing for additional drug(s).

3.10 A positive test result for alcohol would be a concentration of alcohol in the person's blood or breath greater than .02 gram by weight of alcohol per 100 milliliters of his or her blood or per 210 liters of his or her breath.

3.11 Testing an individual's breath for alcohol shall be conducted using a breath-testing device certified in accordance with the "Conforming Products List of Evidential Breath Alcohol Measurement Devices" published by the United State Department of Transportation, National Highway Traffic Safety Administration.

3.11.1 A positive result on a screening test of a person's breath shall be confirmed by a second screening test. The second screening test shall be conducted immediately after receipt of the positive result of the first screening test.

3.12 Provide, as an alternative to breath alcohol testing, testing to detect alcohol through a blood draw.

3.13 Ability to provide priority service to employees brought in for reasonable suspicion testing. Describe process.

3.14 Return to work testing may be at an employee's expense. The awarded vendor(s) shall have the ability to allow employees to purchase testing services directly.

3.15 Pursuant to NRS 284.4067, if the result of a screening test indicates the presence of any drug which could impair the ability of the individual to perform the duties of employment safely and efficiently:

3.15.1 The laboratory shall conduct another test of the same sample of urine to determine the specific substances and concentration of those substances in the sample.

3.15.2 The individual tested shall be provided with an opportunity to have the same sample tested at his or her expense by a laboratory of his or her choice certified by DHHS. Explain how an employee or potential employee would avail himself or herself of this opportunity.

3.16 Vendors shall submit with their proposals service area(s) and hours of operation. The awarded vendor(s) shall provide collection services on a 24/7/365 basis for the State entities using the contract. This service may be subcontracted out. Subcontractors must be named in ***Section 4.2*** of this solicitation.

3.17 Collection sites shall be available in or in close proximity to the following Nevada locations:

- Austin;
- Battle Mountain;
- Boulder City;
- Carlin;
- Carson City;
- Elko;
- Ely;
- Eureka;
- Fallon;
- Fernley;
- Gardnerville/Minden;
- Hawthorne;
- Henderson;
- Incline Village;
- Indian Springs;
- Jean;
- Las Vegas;
- Laughlin;
- Lovelock;
- Mesquite;
- North Las Vegas;
- Overton;
- Pahrump;
- Pioche/Panaca/Caliente;
- Reno;
- Sparks;
- Silver Springs;
- Tonopah;
- Virginia City;
- Wendover;
- Wells;
- Winnemucca; and
- Yerington.

3.18 If a collections site(s) is not available at any of the locations listed in 3.17, provide the closest location for each location that does not have a collection site available. Provide city, state (if applicable) and miles between location and closest collection site.

3.18.1 State of Nevada, Department of Administration, Division of Human Resource Management (DHRM) has no distance radius requirement.

3.18.2 DHRM is looking for the best possible coverage.

3.18.3 Mobile collection services are acceptable if all required services can be provided.

3.19 Occasionally, a State entity may need to use services outside of the State of Nevada. Provide information on out-of-state services and explain how these would be accessed.

3.20 The awarded vendor(s) shall provide a contact name and number for questions, available Monday through Friday from 8:00 a.m. to 5:00 p.m. Pacific Time.

3.21 Test results shall be provided to the appropriate entity using confidential protocol (i.e., secure web based program, e-mail or fax). Provide available methods and explain how confidentiality is assured in each method.

3.22 The awarded vendor(s) shall maintain a listing of State entities that may use the contract. Each State entity shall be assigned a unique code for purposes of test results, billing and tracking, even those State entities that do not consistently use the contract.

3.23 The awarded vendor(s) will render an invoice on a monthly basis to each individual department, agency, board or commission that used the contracted services during the previous month. The invoice shall list dates of collection, tests performed and dates the results were transmitted to the entity.

3.24 Workers' compensation related testing has one recipient for billing (i.e., the State's third party administrator); however, test results are sent to each specific agency's contact. (e.g., the test result for an employee from the Department of Administration is sent to the Department of Administration's contact, the test result for an employee from the Department of Business & Industry is sent to the Department of Business and Industry's contact).

3.24.1 Workers' compensation related invoicing shall be per each employee. Each workers' compensation related invoice shall not include information relating to more than one employee.

3.25 The awarded vendor(s) shall be able to provide a qualified expert to testify in court or an administrative hearing to substantiate the test results and preservation of "Chain of Custody."

3.26 The awarded vendor(s) shall provide timely (i.e., on or before the 20th of the month following the end of the quarter) quarterly reports to DHRM at no additional cost to the State, detailing the number, cost and type of tests performed, including the total of positive and negative results by entity for all accounts under the contract(s). Provide a sample report.

3.27 If applicable, describe your implementation plan to meet a start date of January 1, 2017.

3.28 Describe your quality assurance/control program(s).

3.29 Do you currently have the following in Nevada:

3.29.1 A local representative?

3.29.2 An established network of providers (i.e., collection sites)?

3.29.2.1 Submit a list of current Nevada providers; this can be included as an attachment to your proposal.

3.30 Confirm that your organization certifies that it is in full compliance with the Health Insurance Portability Accountability Act (HIPAA) regulations protecting the privacy and security of individually identifiable health information and the Americans with Disabilities Act (ADA).

3.31 All data is the property of the State. Data cannot be shared, distributed, or used outside contract specification without written permission from DHRM.

3.32 Provide pre-printed chain of custody forms for United States Department of Transportation (DOT) regulated drug testing.

3.33 Provide pre-printed chain of custody forms for non-DOT drug testing and/or provide electronic chain of custody format. If providing electronic chain of custody format for non-regulated drug testing, explain in detail the system and process that will be used.

3.34 The Scope of Work, as defined herein, is subject to changes as promulgated by the federal, State and local agencies governing drug and alcohol testing to include the State of Nevada Personnel Commission.

3.35 The awarded vendor(s) shall advise the designated DHRM contact of any changes in federal drug testing regulations or guidelines and shall act as subject matter expert on related issues.

3.36 State of Nevada statute and administrative code regulate State of Nevada candidate and employee testing including NRS 284.406 – 284.407 and NAC 284.880 – 284.894. DHRM shall attempt to timely apprise vendor(s) of any upcoming changes in NRS or NAC. Any change mandated by an addition, deletion or amendment to NRS or NAC shall be implemented no later than the effective date of the related NRS or NAC addition, deletion or amendment.

3.37 Any change mandated by an addition, deletion or amendment to federal law or regulation shall be implemented no later than the effective date of the related federal law or regulation addition, deletion or amendment.

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:	

Question	Response
# 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://nvsos.gov.

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

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

Yes		No	

If "No", provide explanation.

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	

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	

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	

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:	

Question	Response	
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 3268.*** Does your organization currently have or will your organization be able to provide the insurance requirements as specified in ***Attachment E.***

Yes		No	

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

Upon contract award, the successful vendor ***must*** provide the Certificate of Insurance identifying the coverages as specified in ***Attachment E, Insurance Schedule for RFP 3268.***

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	

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:			
Identify role company will have for this RFP project (Check appropriate role below):			
	VENDOR		***SUBCONTRACTOR***
Project Name:			
Primary Contact Information			
Name:			
Street Address:			
City, State, Zip:			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Alternate Contact Information			
Name:			
Street Address:			
City, State, Zip:			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Project Information			
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:			
Original Project/Contract Start Date:			
Original Project/Contract End Date:			
Original Project/Contract Value:			
Final Project/Contract Date:			
Was project/contract completed in time originally allotted, and if not, why not?			
Was project/contract completed within or under the original budget/			

cost proposal, and if not, why not?	

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

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

6. FINANCIAL

6.1 PAYMENT

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

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

6.2 BILLING

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

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

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

7. WRITTEN QUESTIONS AND ANSWERS

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

7.1 QUESTIONS AND ANSWERS

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

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. An email notification that the amendment has been posted to the Purchasing website will be issued on or about the date specified in ***Section 8, RFP Timeline***.

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
Deadline for submitting questions	08/5/2016@ 5:00 PM
Answers posted to website	On or about 08/11/2016
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 08/23/2016
Deadline for submission and opening of proposals	No later than 2:00 PM on 08/26/2016
Evaluation period (approximate time frame)	08/26/2016-09/14/2016
Selection of vendor	On or about 09/14/2016
Anticipated BOE approval	11/08/2016
Contract start date (contingent upon BOE approval)	01/01/2017

9. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

9.1 GENERAL SUBMISSION REQUIREMENTS

9.1.1 Vendors' proposals must be packaged and submitted in counterparts; therefore, vendors must pay close attention to the submission requirements.

9.1.2 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.***

9.1.3 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.***

9.1.4 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.***

9.1.5 The remaining section is the Cost Proposal.

9.1.6 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.

9.1.7 The required CDs or Flash Drives must contain information as specified in ***Section 9.6.4***.

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

9.1.9 All information is to be completed as requested.

9.1.10 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.

9.1.11 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.

9.1.12 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.

9.1.13 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.

9.1.14 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:

9.1.14.1 Be submitted on recycled paper;

9.1.14.2 Not include pages of unnecessary advertising;

9.1.14.3 Be printed on both sides of each sheet of paper; and

9.1.14.4 Be contained in re-usable binders or binder clips as opposed to spiral or glued bindings.

9.1.15 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.

9.1.16 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.

9.1.17 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 Six (6) identical copies.

9.2.2 The technical proposal ***must not include*** confidential technical information (refer to ***Section 9.3, Part IB, 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 IA – Technical Proposal	
RFP Title:	Laboratory Alcohol and Drug Testing
RFP:	3268
Vendor Name:	
Address:	
Opening Date:	August 26, 2016
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 IB – CONFIDENTIAL TECHNICAL PROPOSAL

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

9.3.2 The confidential technical proposal must include:

9.3.2.1 One (1) original marked "MASTER"; and
9.3.2.2 Six (6) identical copies.

9.3.3 Format and Content

9.3.3.1 Tab I – Title Page

The title page must include the following:

Part IB – Confidential Technical Proposal	
RFP Title:	Laboratory Alcohol and Drug Testing
RFP:	3268
Vendor Name:	
Address:	
Opening Date:	August 26, 2016
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 Six (6) 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:	Laboratory Alcohol and Drug Testing
RFP:	3268
Vendor Name:	
Address:	
Opening Date:	August 26, 2016
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 I, Cost Proposal Certification of Compliance with Terms and Conditions of RFP

A. ***Attachment I*** 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 I.***

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

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:	Laboratory Alcohol and Drug Testing
RFP:	3268
Vendor Name:	
Address:	
Opening Date:	August 26, 2016
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 or Flash Drives must contain the following:

9.6.4.1 One (1) **"Master"** CD or Flash Drive with an exact duplicate of the technical and cost proposal contents only.

A. The electronic files must include all required sections of the technical and cost proposal.

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

Master CD or Flash Drive	
RFP No:	3268
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 or Flash Drive"** which must include the technical and cost proposal contents to be used for public records requests.

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

B. All electronic files ***must*** be saved in "PDF" format, with one file named Part IA – Technical Proposal and one (1) file named part II – Cost Proposal**.**

C. The CD or Flash Drive must be packaged in a case and clearly labeled as follows:

Public Records CD or Flash Drive	
RFP No:	3268
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 or Flash Drive 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.

Gail Burchett State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3268
OPENING DATE:	August 26, 2016
OPENING TIME:	2:00 PM
FOR:	Laboratory Alcohol and Drug Testing
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:

Gail Burchett State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3268
COMPONENT:	PART IA – TECHNICAL PROPOSAL
OPENING DATE:	August 26, 2016
OPENING TIME:	2:00 PM
FOR:	Laboratory Alcohol and Drug Testing
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:

Gail Burchett State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3268
COMPONENT:	PART IB – CONFIDENTIAL TECHNICAL PROPOSAL
OPENING DATE:	August 26, 2016
OPENING TIME:	2:00 PM

FOR:	Laboratory Alcohol and Drug Testing
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:

Gail Burchett State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3268
COMPONENT:	PART II – COST PROPOSAL
OPENING DATE:	August 26, 2016
OPENING TIME:	2:00 PM
FOR:	Laboratory Alcohol and Drug Testing
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:

Gail Burchett State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3268
COMPONENT:	PART III - CONFIDENTIAL FINANCIAL INFORMATION
OPENING DATE:	August 26, 2016
OPENING TIME:	2:00 PM
FOR:	Laboratory Alcohol and Drug Testing
VENDOR'S NAME:	

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

Gail Burchett State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3268
COMPONENT:	CDs or Flash Drives
OPENING DATE:	August 26, 2016
OPENING TIME:	2:00 PM
FOR:	Laboratory Alcohol and Drug Testing
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 333.700).

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.nv.gov.

11.1.5 The failure to separately package and clearly mark ***Part IB and Part III*** – which contains confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.

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

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

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 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.

11.3.3 Travel

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

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

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

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

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

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

11.3.4 Right to Publish

11.3.4.1 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 State Purchasing Administrator or designee.

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

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

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

11.3.4.5 Throughout the term of the contract, the contractor must secure the written approval of the State per ***Section 11.3.4.2*** 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 IA– 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 Informational Material	
Part IB – 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 I - 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 or Flash Drives Required		
One (1)	Master CD or Flash Drive with the technical and cost proposal contents only	
One (1)	Public Records CD or Flash Drive 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 and Part B completed, if applicable)		

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

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

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

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

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

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

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

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

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

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 3268***.



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 3268

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.***



Attachment E
INSURANCE REQUIR

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 and/or Part B of the Reference Questionnaire.
2.	Proposing vendor **MUST** send the Reference Questionnaire to **EACH** business reference listed for completion of Part D, Part E and Part F.
3.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to: State of Nevada, Purchasing Division Subject: ***RFP 3268*** Attention: ***Purchasing Division*** Email: rfpdocs@admin.nv.gov Fax: 775-684-0188 Please reference the RFP number in the subject line of the email or on the fax.
4.	The completed Reference Questionnaire **MUST** be received ***no later than 4:30 PM PT 08/23/2016***
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.



Reference
Questionnaire - 3268

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 - 3268.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 – COST SCHEDULE



Attachment H -
COST SCHEDULE RFI

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 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.