

State of Nevada
Department of Public Safety

Nevada State Fire Marshal Division

107 Jacobsen Way
Carson City, NV 89711



Brian Sandoval
Governor

Bart J. Chambers
State Fire Marshal

State of Nevada
Nevada State Fire Marshal Division
Request for Proposal: 18-SFM-01
For
Nevada Combined Hazardous Materials Database System

Release Date: 3/19/2018

Deadline for Submission and Opening Date and Time: 4/20/2018 @ 5:00 pm

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

For additional information, please contact:

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State of Nevada, State Fire Marshal Division

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

Refer to Section 9 for instructions on submitting proposals

VENDOR INFORMATION SHEET FOR RFP 18-SFM-01

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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1. OVERVIEW OF PROJECT

Hazardous materials and substances are managed at various public and private facilities statewide. Numerous State and Federal laws establish requirements regarding the reporting of and the storage of hazardous substances at facilities within Nevada. The reporting of these hazardous substances is accomplished by a consolidated reporting form via an online website and cloud based data system. This form contains the information needed by several State agencies. These agencies are the Nevada Department of Environmental Protection, the State Fire Marshal’s Office, the Division of Emergency Management and the State Emergency Response Commission. These laws mandate that a statewide repository be maintained and must contain all information needed by the above agencies and can be housed offsite at the vendors storage facility with full access granted 24/7/365 by contract.

2. ACRONYMS / DEFINITIONS

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

Acronym	Description
<i>Assumption</i>	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
<i>Awarded Vendor</i>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
<i>BOE</i>	State of Nevada Board of Examiners
<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>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>Cross Reference</i>	A reference from one document/section to another document/section containing related material.
<i>Division</i>	Department Public Safety, State Fire Marshal Division

Acronym	Description
<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>Key Personnel</i>	Vendor staff responsible for oversight of work during the life of the project and for deliverables, as applicable.
<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 not mandatory but permissible.
<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>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>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>Proprietary Information</i>	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).
<i>Public Records</i>	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]).
<i>Redacted</i>	The process of removing confidential or proprietary information from a document prior to release of information to others.
<i>RFP</i>	Request for Proposal; a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection NRS §333.020(7).

Acronym	Description
<i>Shall</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>Should</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.
<i>State</i>	The State of Nevada and any agency identified herein.
<i>Subcontractor</i>	Third party, not directly employed by the vendor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the vendor.
<i>Trade Secret</i>	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.
<i>Vendor</i>	Organization/individual submitting a proposal in response to this RFP.
<i>Will</i>	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

Holiday	Day Observed
Christmas Day	December 25

3. SCOPE OF WORK

See attachment A – Nevada Hazardous Materials Database System Requirements Document

4. COMPANY BACKGROUND AND REFERENCES

4.1 PRIMARY 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, incorporated companies 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 Office of the Secretary of State pursuant to NRS §76. Information regarding the Nevada Business License can be located at <http://nvsos.gov>. Vendors must provide the following:

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 or any of your employees now or have 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 F, Insurance Schedule for RFP 18-SFM-01**. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in **Attachment F**.

Yes		No	
-----	--	----	--

Any exceptions and/or assumptions to the insurance requirements **must** be identified on **Attachment C, 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 F, Insurance Schedule for RFP ******.

- 4.1.9 Company background/history and why vendor is qualified to provide the services described in this RFP.
- 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**, of vendor’s response in accordance with **Section 9.4, Confidential 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”, vendors 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 three (3) 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>	
	<i>VENDOR</i>
	<i>SUBCONTRACTOR</i>
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 G, 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 Danny Brennan, Bureau Chief, Nevada State Fire Marshal Division, 107 Jacobsen Way, Carson City, NV 89711 .
- 4.3.5 It is the vendor’s responsibility to ensure that completed forms are received by the Nevada State Fire Marshal 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 H, Proposed Staff Resume**.

5. COST

Cost information **must not** be included with the vendor's Technical Proposal, please refer to **Section 9, Proposal Submission Requirements, Format and Content**.

Option 1:

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 I, Cost Schedule***).

Option 2:

Vendors must submit a number of hours of service to be provided for each year of the contract; an hourly cost for services and a total fixed price for the project budget (refer to ***Attachment I, Cost Schedule***).

6. FINANCIAL

6.1 PAYMENT

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

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.

6.1.3 Option 1: Payment tied to specific milestones or deliverables.

Invoices are to be submitted upon completion of contract milestones (agency should list the milestones if known); using agency approval will be upon satisfactory completion as determined by the agency's contract monitor.

6.1.4 Option 2: Payment tied to an hourly rate or on an "as needed basis".

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 J, Cost Proposal Certification of Compliance with Terms and Conditions of RFP***. Alternative payment options will be considered if deemed in the best interest of the State, project or service solicited herein. The State does not issue payment prior to receipt of goods or services.

6.2.4 The State presently has a Procurement Card Program that participating State agencies may use to pay for some of their purchases. The Program is issued through a major financial institution and is treated like any other major credit card. Using agencies may desire to use the card as a method of payment. No

additional charges or fees shall be imposed for using the card. Please indicate in your proposal response if you will accept

7. WRITTEN QUESTIONS AND ANSWERS

7.1 FIRST SET OF QUESTIONS AND ANSWERS

- 7.1.1 In lieu of a pre-proposal conference, the Nevada State Fire Marshal Division will accept questions and/or comments in writing, received either by email or facsimile regarding this RFP.
- 7.1.2 Questions must reference the identifying RFP number and be addressed to the State of Nevada, Department of Public Safety, State Fire Marshal Division, Attn: Danny Brennan, emailed to dbrennan@dps.state.nv.us or faxed to (775) 684-7518.
- 7.1.3 The deadline for submitting questions is as specified in **Section 8, RFP Timeline**.
- 7.1.4 Vendors must provide their company name, address, phone number, email address, fax number, and contact person when submitting questions.
- 7.1.5 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**.

7.2 SECOND SET OF QUESTIONS AND ANSWERS

Additional questions may be submitted via email by the date specified in **Section 8, RFP Timeline** and according to the process identified in **Section 7.1.1 through Section 7.1.5**.

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. The State also reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

Task	Date/Time
Deadline for submitting first set of questions	04/06/2018 @ 2:00 PM
Answers posted to website	On or about 04/10/2018
Deadline for submitting second set of questions	04/13/2018 @ 2:00 PM
Answers posted to website	On or about 04/17/2018
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 04/13/2018
Deadline for submission and opening of proposals	No later than 5:00 PM on 04/20/2018

Task	Date/Time
Evaluation period (approximate time frame)	04/23/2018 - 04/27/2018
Vendor Presentations (approximate time frame)	NOT REQUIRED
Selection of vendor	On or about 04/30/2018
Anticipated BOE approval	07/10/2018
Contract start date (contingent upon BOE approval)	08/01/2018

9. PROPOSAL SUBMISSION INSTRUCTIONS

9.1 GENERAL SUBMISSION INSTRUCTIONS

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

If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with **Section 9.4, Part III Confidential Information**. Specific references made to the tab, page, section and/or paragraph where the confidential information can be located must be identified on **Attachment B, Confidentiality and Certification of Indemnification** and comply with the requirements stated in **Section 9.6, Confidentiality of Proposals**.

The required CDs must contain information as specified in **Section 9.5.4**.

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 Nevada State Fire Marshal 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 Nevada State Fire Marshal Division, Danny Brennan 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 Nevada State Fire Marshal Division. To be considered, a request for review must be received no later than the deadline for submission of questions.

The Nevada State Fire Marshal 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 – 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 information (refer to **Section 9.4, Part III, Confidential Information**) 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 – Technical Proposal	
RFP Title:	Enter Title of RFP
RFP:	#####
Vendor Name:	
Address:	
Proposal Opening Date:	Month, Day, Year
Proposal Opening Time:	Time

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 B – Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.
- C. Attachment D – Vendor Certifications with an original signature by an individual authorized to bind the organization.
- D. Attachment K – Certification Regarding Lobbying with an original signature by an individual authorized to bind the organization.
- E. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.
- F. Copies of applicable certifications and/or licenses.

9.2.3.5 Tab V – Attachment C, Technical Proposal Certification of Compliance with Terms and Conditions of RFP

- A. ***Attachment C*** 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 C***.
- C. Only technical exceptions and/or assumptions should be identified on ***Attachment C***.
- 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 – 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 H – Proposed Staff Resumes(s)

Vendors must include all proposed staff resumes per ***Section 4.4, Vendor Staff Resumes*** in this section. This section should also include any subcontractor proposed staff resumes, if applicable.

9.2.3.9 Tax IX – Other Informational Material

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

9.3 PART II – COST PROPOSAL

9.3.1 The cost proposal must include:

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

9.3.1.2 Six (6) identical copies.

9.3.2 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”.

9.3.3 Format and Content

9.3.3.1 Tab I – Title Page

The title page must include the following:

Part II – Cost Proposal	
RFP Title:	Enter Title of RFP
RFP:	#####
Vendor Name:	
Address:	
Proposal Opening Date:	Month, Day, Year
Proposal Opening Time:	Time

9.3.3.2 Tab II – Cost Proposal

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

9.3.3.3 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.

9.4 PART III – CONFIDENTIAL INFORMATION

9.4.1 The confidential information proposal must include:

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

9.4.2 Format and Content

9.4.2.1 Tab I – Title Page

The title page must include the following:

Part III – Confidential Information	
RFP Title:	Enter Title of RFP
RFP:	#####
Vendor Name:	
Address:	
Proposal Opening Date:	Month, Day, Year
Proposal Opening Time:	Time

9.4.2.2 Tab II - Confidential Technical Information

- A. Vendors only need to submit information in Tab II if the proposal includes any confidential technical information (**Refer to Attachment B, Confidentiality and Certification of Indemnification**).

- B. Vendors must cross reference back to the technical proposal sections, as applicable.

9.4.2.3 Tab III – Confidential Financial Information

Vendors must place the information requested in *Section 4.1.11* in this tab

9.5 CONFIDENTIALITY OF PROPOSALS

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

9.5.2 Vendors are required to submit written documentation in accordance with *Attachment B, 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.

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

9.5.4 The required CDs must contain the following:

9.5.4.1 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:	####
Vendor Name:	
Contents:	Part I – Technical Proposal Part II – Cost Proposal Part III – Confidential Technical

9.5.4.2 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:	#####
Vendor Name:	
Contents:	Part I – Technical Proposal for Public Records Request Part II – Cost Proposal for Public Records Request

- 9.5.5 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.
- 9.5.6 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.

9.6 PROPOSAL PACKAGING

- 9.6.1 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.
- 9.6.2 Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate these labels for ease and accuracy of proposal packaging.

Agency Contact Name	
Agency Name	
Address	
City, NV *****	
RFP:	#####
PROPOSAL OPENING DATE:	Date
PROPOSAL OPENING TIME:	Time
FOR:	Enter RFP Title
VENDOR’S NAME:	

- 9.6.3 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.

- 9.6.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared.
- 9.6.5 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.
- 9.6.6 The technical proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Agency Contact Name	
Agency Name	
Address	
City, NV *****	
RFP:	#####
PROPOSAL COMPONENT:	PART I - TECHNICAL
PROPOSAL OPENING DATE:	Date
PROPOSAL OPENING TIME:	Time
FOR:	Enter RFP Title
VENDOR’S NAME:	

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

Agency Contact Name	
Agency Name	
Address	
City, NV *****	
RFP:	#####
PROPOSAL COMPONENT:	PART II - COST
PROPOSAL OPENING DATE:	Date
PROPOSAL OPENING TIME:	Time
FOR:	Enter RFP Title
VENDOR’S NAME:	

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

Agency Contact Name	
Agency Name	
Address	
City, NV *****	
RFP:	#####
PROPOSAL COMPONENT:	PART III – CONFIDENTIAL INFORMATION
PROPOSAL OPENING DATE:	Date
PROPOSAL OPENING TIME:	Time
FOR:	Enter RFP Title

VENDOR'S NAME:	
-----------------------	--

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

Agency Contact Name	
Agency Name	
Address	
City, NV *****	
RFP:	#####
PROPOSAL COMPONENT:	CDs
PROPOSAL OPENING DATE:	Date
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Enter RFP Title
VENDOR'S NAME:	

10. PROPOSAL EVALUATION AND AWARD PROCESS

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
- 10.1.6 Presentations
 - 10.1.6.1 Following the evaluation and scoring process specified above, the State may require vendors to make a presentation of their proposal to the evaluation committee or other State staff, as applicable.
 - 10.1.6.2 The State, at its option, may limit participation in vendor presentations up to the four (4) highest ranking vendors.
 - 10.1.6.3 The State reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

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 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 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.
- 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 C, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they MUST be documented in **Attachment C**. 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 The failure to separately package and clearly mark **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.
- 11.1.5 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.
- 11.1.6 The State reserves the right to reject any or all proposals received prior to contract award (NRS §333.350).
- 11.1.7 The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State per NRS 333.350(1).
- 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 attention of Danny Brennan 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 proposals 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 NAC.
- 11.1.20 NRS 333.290 grants a preference to materials and supplies that can be supplied from a "charitable, reformatory or penal institution of the State" that produces such goods or services through the labor of inmates. The Administrator reserves the right to secure these goods, materials or supplies from any such eligible institution, if they can be secured of equal quality and at prices not higher than those of the lowest acceptable bid received in response to this solicitation. In addition, NRS 333.410 grants a preference to commodities or services that institutions of the State are prepared to supply through the labor of inmates. The Administrator will apply the preferences stated in NRS 333.290 and 333.410 to the extent applicable.

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 C, Technical Proposal Certification of Compliance***. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in ***Attachment C***. 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 C 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 C, Technical Proposal Certification of Compliance***. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in ***Attachment C***. 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 Requests for reimbursement of travel expenses must be submitted on the State Claim for Travel Expense Form with original receipts for all expenses.

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

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

11.3.5.4 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 Agency Head of the Nevada State Fire Marshal Division 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 Agency Head of the Nevada State Fire Marshal Division Information 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 Agency Head of the Nevada State Fire Marshal Division 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.

11.3.8 Protection of Sensitive Information

Protection of sensitive information will include the following:

- 11.3.8.1 Sensitive information in existing legacy applications will encrypt data as is practical.
- 11.3.8.2 Confidential Personal Data will be encrypted whenever possible.
- 11.3.8.3 Sensitive Data will be encrypted in all newly developed applications.

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 – 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 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 Information Submission Requirements		
Required number of Confidential Financial Proposals per submission requirements		
Tab I	Title Page	
Tab II	Confidential Technical Information	
Tab III	Confidential Financial Information	
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 public record 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)		

Nevada Hazardous Materials Database System Requirements Document

Prepared by:

*Nevada State Emergency Response Commission
And
Department of Public Safety, Fire Marshal Division*

02/15/2018

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1. Introduction

1.1 Purpose

This document describes the requirements that the State Emergency Response Commission (SERC) and the State Fire Marshal (SFM) have for a system that will replace our existing online hazardous material database system.

2. Overall Description

2.1 Overview

Nevada facilities are required to report extremely hazardous materials to the State Emergency Response Commission (SERC) under the Tier II section of the federal Emergency Preparedness and Community Right-to-Know Act (EPCRA). EPCRA also requires each planning district of the State to develop, maintain and implement a hazardous materials emergency response plan. States are required to have information regarding facilities available for public inquiry and for emergency responder purposes.

In Nevada, the Department of Public Safety (DPS), State Fire Marshal Division (SFM) issues permits to all facilities with hazardous materials in addition to those with extremely hazardous materials. Permit fees and extremely hazardous materials storage fees are required pursuant to Nevada Revised Statutes (NRS). The reporting information and fees are submitted to the SERC and SFM by over 5000 facilities on the federal due date, March 1, for the previous calendar year. This reporting is done through the Nevada Online Hazardous Materials Reporting System (the System).

2.2 Product Features

The System is currently written on an Active Server Pages (ASP) .NET platform. The System is a dynamic, comprehensive system to allow facility entry of data, retention of up-to-date information and easy, web based accessibility to emergency planners and responders. The System also provides: the ability to send renewal, permit and miscellaneous notifications; a billing, accounting and delinquency component; a planning and response module; and administrative management. The replacement system needs to be web based and allow for on-line entry, query, and renewal processes. The system must also allow complete query of the data for first responders, and also allow for query of data as defined by SERC and SFM, and must have the ability to be enhanced/customized to comply with the ever-changing laws and regulations, and the growing needs of internal and external users.

2.3 User Classes and Characteristics

The system needs to be accessed by several groups of users. These users will be from both SERC and SFM, other state and local agencies, and the general public. Each group must have customizable access rights as defined by SERC and SFM. The user groups are listed below:

- Administrative Users
 - Accounting
 - General data entry
- Customers (Facility Managers)
- Emergency Responders
- Emergency Planners
- General Public via web portal

2.4 Design and Implementation Constraints

The system must incorporate online payment capabilities that will interface with Nevada's contracted financial institution payment gateway (currently Wells Fargo) utilizing specifications and integration documentation as provided by the Nevada State Treasurer's Office. Forms of payment to be accepted are E-Checks, debit cards, and all major credit cards (Visa, Master Card, Discover, and American Express). The financial institution utilized for banking services can change based on contracts utilized by the State Treasurer's Office so the system must be modifiable in order accommodate a change in the payment gateway.

2.5 User Documentation

An instructional page will be included at sign-on to provide users with information needed to determine reporting and fee requirements. The system must include a thorough user manual for this product and customized on-line help.

3. Functional Requirements

3.1 Add New Corporation/Facility

The process to add an entirely new corporation with one or more facilities attached to that corporation.

3.1.1 Description and Priority

The system must have the ability to handle the concept of a Corporation which oversees several physical facilities (a one to many relationship). This allows for easier processing of the accounting for a Corporation. All facilities must have an associated corporation record, whether it is a single facility or one of many facilities attached to a single corporation.

3.2 Chemical Entry

Chemicals may be entered for each facility record.

3.2.1 Description and Priority

The chemical entry relates to the EPA List of Chemicals and hazardous materials as referenced in the 2012 International Fire Code Section 102, Table 105.6.21 "Permit Amounts For Hazardous Materials," which removes the need to enter standard chemical information for each chemical entered. Only unique data pertaining to the storage of the chemical at the facility needs to be entered. The chemicals and reporting requirements for SERC and SFM are defined on the SFM website at the following links:

http://fire.nv.gov/bureaus/FPL/Hazmat_Reporting_-_Chemicals/
<http://fire.nv.gov/uploadedFiles/firenv.gov/content/bureaus/FPL/15December15IFCHazMatThresholdAmts.pdf>

3.3 Permit Printing

A permit is printed each year for each facility entered into the database after they are entered or renewed. Only permits for facilities that have a current balance of zero or a credit balance will be printed.

3.3.1 Description and Priority

According to the 2012 International Fire Code, section 105.1.2, the permit is an Operational Permit. “An operational permit allows the applicant to conduct an operation or a business for which a permit is required by Section 105.6 for either: (1.1) A prescribed period. (1.2) Until renewed or revoked. The permit is used by the facility to indicate they are current in their reporting requirements. For a Corporation that has several facilities, a permit is printed for each facility.

3.4 Modify Process

A modify process needs to be available for all records.

3.4.1 Description and Priority

3.4.1.1 At any time, a record may need to be modified, due to either a data entry error, additional data received, or changes to the data during the permitted year. A modify of chemical data may result in an accounting transaction, either indicating that more money is owed to either SERC or SFM or that a credit exists for the corporation. The system must be able to handle revisions for billing.

3.5 Renewal Process

All permitted facilities are required to be renewed on March first of every year.

3.5.1 Description and Priority

The system must allow for on-line renewal via a website. The system must have the ability to send notification to the facilities that it is time to submit new reports. The notification must be able to be produced in both email form or as a hard copy package to be mailed to the facility. It can be produced at any time during the year. Notification of the annual renewal must be sent to all facilities except inactive facilities. Those facilities that are in a delinquent status for fees should still get the renewal notice.

3.6 Accounting Process

The system must be able to handle all accounting needs as required.

3.6.1 Description and Priority

The accounting needs to include fee calculations, payments, adjustments, yearly renewal statements, refunds, monthly bills for accounts not paid in full, delinquency penalty calculations, and must also be able to interface with Nevada’s contracted financial institution payment gateway (currently Wells Fargo) utilizing specifications and integration documentation as provided by the Nevada State Treasurer’s Office. Forms of payment to be accepted are E-Checks, debit cards, and all major credit cards (Visa, Master Card, Discover,

and American Express). All fees need to be updatable if, in the future, the amounts are changed.

3.7 Miscellaneous Processes

Several miscellaneous processes need to be available with the system.

3.7.1 Description and Priority

These processes consist of ones that affect all of the previously described processes or are special processes for special needs.

3.7.1.1 **The system must audit any insert, update or delete by user ID and date.**

3.7.1.2 **The system must be able to duplicate chemical records from one facility to another, and to move facilities from one corporation to another, including all accounting information pertinent to the facility being moved. These processes should not be allowed if there are any outstanding balances in the impacted accounts unless overridden by a SFM administrator.**

3.8 Reporting Needs

Several reports will be needed to be included in the system as well as an ad-hoc reporting capability.

3.8.1 Description and Priority

The system needs to include several pre-defined reports such as how many facilities are permitted, number and list of facilities are in a particular county, number and list of facilities are SERC Tier II facilities, number and list of facilities by responding fire departments, etc. Accounting reports also need to be available. These reports will be defined by SFM and SERC. The system also needs to include an ad-hoc report generation capability.

3.9 Training and Documentation Requirements

The system must include training for the use of the system, as well as user documentation.

3.9.1 Description and Priority

Live training must be provided for Administrative Users, Emergency Responders, and Emergency Planners.

User documentation must be included with the system. User documentation must include instructions for the Administrative Users, General Data Entry Users, the Management Group, the Accounting Group and the external users who will access the system via the web.

4. Other Requirements

This is a web-based application and does not impact other systems. It is expected that the selected vendor will provide for the conversion of the current database to the new one if necessary. The website will follow approved Nevada State security policies and will be vetted by the Nevada Office of Information Security.

ATTACHMENT B – 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 a separate binder marked “**Part III - Confidential Information**”.

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 III – 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 C – 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 D – 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 E – 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*.



Contract Form.docx

ATTACHMENT F – INSURANCE SCHEDULE FOR RFP 18-SFM-01

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.docx

ATTACHMENT G – 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="padding-left: 40px;">State of Nevada, Department of Public Safety, State Fire Marshal Division Subject: RFP 18-SFM-01 Attention: Danny Brennan Email: dbrennan@dps.state.nv.us Fax: 775-684-7518</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 no later than 4:30 PM PT <u>04/13/2018</u>
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.doc

To open the document, double click on the icon.

ATTACHMENT H – 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.

ATTACHMENT I – COST SCHEDULE



Cost Schedule.doc

**ATTACHMENT J – COST PROPOSAL CERTIFICATION OF COMPLIANCE
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.**