

revenue and validate the accuracy of the NDOC's commission and for a proper pre-audit and post-audit thereof. The vendor will submit the Commission and Call Detail Report electronically with supporting documentation to the NDOC Inmate Banking Services.

6.1.3.2 The Commission and Call Detail Report will consist of the following: A list of all inmate calls by facility, duration of call, rate type (broken out by local, intralata, interlata, interstate, and international), rate charged [both per minute and total charge, separating any surcharge], and any other information necessary for the NDOC to independently calculate the gross revenue and the commission due.

6.1.3.3 The vendor must provide, with its response, a sample of this Commission and Call Detail Report. Additional documentation requirements may be requested by the NDOC.

6.1.4 Final Commission Payment

6.1.4.1 The Contractor will submit the final commission payment to the Department no more than forty-five (45) days after the end date of the Contract resulting from this ITN. If the Contractor fails to do so, the Contractor agrees to submit additional payment in the amount of fifteen hundred dollars (\$1,500.00) per day for each day of late submission.

6.2 BILLING

6.2.1 The Commission paid to the NDOC will be based on gross revenue. Gross revenue is defined as revenue for all accepted calls without exception.

6.2.2 The vendor will assume sole responsibility for billing called parties receiving collect calls and for the collection of payment for these calls. The vendor will not deduct fraudulent, uncollectible or unbillable calls from the gross revenue prior to applying the Commission Percentage Rate for the NDOC.

6.2.3 Notwithstanding the above, gross revenues will not include taxes charged by an appropriate governmental entity. The monthly commission amount is therefore obtained by multiplying the commission percentage times each month's total charges.

6.2.4 Vendors may propose an alternative payment option. Alternative payment options must be listed on *Attachment Q, 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, received by email regarding this RFP. A mandatory site visit of the Facilities will be conducted February 11, 2014 thru February 19, 2014.

7.1 QUESTIONS AND ANSWERS

- 7.1.1 The RFP Question Submittal Form is located on the Services RFP/RFQ Opportunities webpage at <http://purchasing.state.nv.us/services/sdocs.htm>. Select this RFP number and the "Question" link.
- 7.1.2 The deadline for submitting questions is as specified in **Section 8, RFP Timeline**.
- 7.1.3 All questions and/or comments will be addressed in writing and responses emailed or faxed to prospective vendors on or about the date specified in **Section 8, RFP Timeline**.

8. RFP TIMELINE

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time. The State also reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

Task	Date/Time
Mandatory Site Visit of all Facilities (see attachment M for details)	02/11/2014-02/19/2014
Deadline for submitting questions	02/24/2014@ 2:00 PM
Answers posted to website	On or about 02/27/2014
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 03/17/2014
Deadline for submission and opening of proposals	No later than 2:00 PM on 03/18/2014
Evaluation period (approximate time frame)	03/19/2014 thru 04/14/2014
Short list notification	04/02/2014
Vendor Presentations (approximate time frame)	04/16/2014 thru 04/17/2014
Selection of vendor	On or about 04/18/2014
Anticipated BOE approval	07/08/2014
Contract start date (contingent upon BOE approval)	09/01/2014

9. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

9.1 GENERAL SUBMISSION REQUIREMENTS

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

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

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

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

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

- 9.1.1 All information is to be completed as requested.
- 9.1.2 Each section within the technical proposal and cost proposal must be separated by clearly marked tabs with the appropriate section number and title as specified.
- 9.1.3 Although it is a public opening, only the names of the vendors submitting proposals will be announced per NRS 333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two (2) days in advance of the opening.
- 9.1.4 If discrepancies are found between two (2) or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one (1) copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one (1) copy to be used as the master.
- 9.1.5 For ease of evaluation, the proposal must be presented in a format that corresponds to and references sections outlined within this RFP and must be

presented in the same order. Written responses must be in *bold/italics* and placed immediately following the applicable RFP question, statement and/or section. Exceptions/assumptions to this may be considered during the evaluation process.

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

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

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

- 9.1.6.1 Be submitted on recycled paper;
- 9.1.6.2 Not include pages of unnecessary advertising;
- 9.1.6.3 Be printed on both sides of each sheet of paper; and
- 9.1.6.4 Be contained in re-usable binders or binder clips as opposed to spiral or glued bindings.

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

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

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

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

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

9.2 PART I A – TECHNICAL PROPOSAL

- 9.2.1 The technical proposal must include:

- 9.2.1.1 One (1) original marked "MASTER"; and
9.2.1.2 Nine (9) identical copies.

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

- 9.2.3 Format and Content

- 9.2.3.1 Tab I – Title Page

The title page must include the following:

Part I A – Technical Proposal	
RFP Title:	Inmate Telephone Services
RFP:	3073
Vendor Name:	
Address:	
Proposal Opening Date:	March 18, 2014
Proposal Opening Time:	2:00 PM

- 9.2.3.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

- 9.2.3.3 Tab III – Vendor Information Sheet

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

- 9.2.3.4 Tab IV – State Documents

The State documents tab must include the following:

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

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

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

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

9.2.3.6 Tab VI – Section 3 – Scope of Work

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

9.2.3.7 Tab VII– Section 4 – Company Background and References

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

9.2.3.8 Tab VIII – Attachment G – Proposed Staff Resume

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

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

9.2.3.9 Tab IX – Other Informational Material

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

9.3 PART I B – CONFIDENTIAL TECHNICAL PROPOSAL

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

9.3.2 The confidential technical proposal must include:

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

9.3.2.2 Nine (9) identical copies.

9.3.3 Format and Content

9.3.3.1 Tab I – Title Page

The title page must include the following:

Part I B – Confidential Technical Proposal	
RFP Title:	Inmate Telephone Services
RFP:	3073
Vendor Name:	
Address:	
Proposal Opening Date:	March 18, 2014
Proposal Opening Time:	2:00 PM

9.3.3.2 Tabs – Confidential Technical

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

9.4 PART II – COST COMMISSION PROPOSAL

9.4.1 The cost proposal must include:

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

9.4.1.2 Nine (9) 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 Commission Proposal	
RFP Title:	Inmate Telephone Services
RFP:	3073
Vendor Name:	
Address:	
Proposal Opening Date:	March 18, 2014
Proposal Opening Time:	2:00 PM

9.4.3.2 Tab II – Cost Commission Proposal

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

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

A. **Attachment Q** 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 Q**.

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

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:	Inmate Telephone Services
RFP:	3073
Vendor Name:	
Address:	
Proposal Opening Date:	March 18, 2014
Proposal Opening Time:	2:00 PM

9.5.2.2 Tab II – Financial Information and Documentation

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

9.6 CONFIDENTIALITY OF PROPOSALS

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

9.6.2 Vendors are required to submit written documentation in accordance with *Attachment A, Confidentiality and Certification of Indemnification* demonstrating the material within the proposal marked “confidential” conforms to NRS §333.333, which states “Only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5)”. Not conforming to these requirements will cause your proposal to be deemed non-compliant and will not be accepted by the State of Nevada.

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

9.6.4 The required CDs must contain the following:

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

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

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

Master CD	
RFP No:	3073
Vendor Name:	
Contents:	Part IA – Technical Proposal Part IB – Confidential Technical Proposal Part II – Cost Proposal

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

- A. This CD **must not** contain any confidential or proprietary information.
- B. The electronic files must follow the format and content section for the redacted versions of the technical and cost proposal.
- C. All electronic files **must** be saved in “PDF” format, with one file named Part IA – Technical Proposal and one (1) file named part II – Cost Proposal.
- D. The CD must be packaged in a case and clearly labeled as follows:

Public Records CD	
RFP No:	3073
Vendor Name:	
Contents:	Part IA – Technical Proposal for Public Records Request Part II – Cost Proposal for Public Records Request

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

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

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

9.7 PROPOSAL PACKAGING

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

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

Gail Burchett State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3073
PROPOSAL OPENING DATE:	March 18, 2014
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Inmate Telephone Services
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:	3073
PROPOSAL COMPONENT:	PART I A – TECHNICAL PROPOSAL
PROPOSAL OPENING DATE:	March 18, 2014
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Inmate Telephone Services
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:	3073
PROPOSAL COMPONENT:	PART I B – CONFIDENTIAL TECHNICAL PROPOSAL
PROPOSAL OPENING DATE:	March 18, 2014
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Inmate Telephone Services
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:	3073
PROPOSAL COMPONENT:	PART II – COST PROPOSAL
PROPOSAL OPENING DATE:	March 18, 2014
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Inmate Telephone Services
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:	3073
PROPOSAL COMPONENT:	PART III - CONFIDENTIAL FINANCIAL INFORMATION
PROPOSAL OPENING DATE:	March 18, 2014
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Inmate Telephone Services
VENDOR'S NAME:	

- 9.7.10 The CDs 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:	3073
PROPOSAL COMPONENT:	CDs
PROPOSAL OPENING DATE:	March 18, 2014
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Inmate Telephone Services
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
- 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 to the two (2) 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 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.state.nv.us>.
- 11.1.5 The failure to separately package and clearly mark **Part I B and Part III** – which contains confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 11.1.6 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements and lease purchase agreements. The omission of these documents renders a proposal non-responsive.
- 11.1.7 The State reserves the right to reject any or all proposals received prior to Contract award (NRS 333.350).
- 11.1.8 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS 333.335).
- 11.1.9 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 11.1.10 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 Q** of this RFP shall constitute an agreement to *all* terms and conditions specified in the RFP, except such terms and conditions that the vendor expressly excludes. Exceptions and assumptions will be taken into consideration as part of the evaluation process; however, vendors **must** be

specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

- 11.2.5 The State reserves the right to negotiate final Contract terms with any vendor selected per NAC 333.170. The Contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed Contract, any modifications and clarifications to the awarded vendor's proposal, the RFP, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed Contract.
- 11.2.6 Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any Contract resulting from this RFP and any local government may join or use any Contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS 332.195. The State is not liable for the obligations of any local government which joins or uses any Contract resulting from this RFP.
- 11.2.7 Any person who requests or receives a Federal Contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
- 11.2.8 Pursuant to NRS Chapter 613 in connection with the performance of work under this Contract, the Contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

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

11.3 PROJECT TERMS AND CONDITIONS

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

11.3.1 Award of Related Contracts

11.3.1.1 The State may undertake or award supplemental Contracts for work related to this project or any portion thereof. The Contractor shall be bound to cooperate fully with such other Contractors and the State in all cases.

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

11.3.2 Products and/or Alternatives

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

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

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

11.3.3 State Owned Property

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

11.3.4 Inspection/Acceptance of Work

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

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

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

11.3.5 Travel

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

11.3.5.1 The vendor will be responsible for all expenses incurred for travel, including transportation, and meals incurred on behalf of vendor's staff positions.

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 Nevada Department of Corrections (NDOC) Director 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 NDOC Director 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 NDOC Director 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.

11.4 TERMS AND CONDITIONS FOR GOODS

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.

11.4.1 Express Warranties

For the period specified on the face of the Contract, Contractor warrants and represents each of the following with respect to any goods provided under the Contract, except as otherwise provided on incorporated attachments:

11.4.1.1 Fitness for Particular Purpose

The goods shall be fit and sufficient for the particular purpose set forth in the RFP or other solicitation documents.

11.4.1.2 Fitness for Ordinary Use

The goods shall be fit for the purpose for which goods of a like nature are ordinarily intended, it being understood that the purpose for the goods covered by the Contract are ordinarily intended is general government administration and operations.

11.4.1.3 Merchantable, Good Quality, No Defects

The goods shall be merchantable, of good quality, and free from defects, whether patent or latent, in material and workmanship.

11.4.1.4 Conformity

The goods shall conform to the standards, specifications and descriptions set forth in the incorporated attachments. If Contractor has supplied a sample to the State, the goods delivered shall conform in all respects to the sample and if the sample should remain in the State's possession it shall be identified by the word "sample" and the signature of Contractor's sales representative.

11.4.1.5 Uniformity

The goods shall be without variation, and shall be of uniform kind, quality, and quantity within each unit and among all units.