



State of Nevada
Department of Agriculture
Request for Proposal: 21-01
For
**School Nutrition National School Lunch Program
Administrative Review Training**

Release Date: April 19, 2021

Deadline for Submission and Opening Date and Time: May 24, 2021 @ 2:00 pm

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

For additional information, please contact:
Marjorie Ellis, Certified Contract Manager
State of Nevada, Department of Agriculture
405 South 21st Street
Sparks, NV 89431

Phone: 775-353-3629

Email address: mellis@agri.nv.gov
(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: School Nutrition NSLP Administrative Review Training

Vendor Shall:

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V3 shall be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Section III of the Technical Proposal.

V1	Company Name

	Company Address	
V2	Street Address:	
	City, State, Zip Code:	

	Telephone Numbers		
		Area Code	Number
V3	Telephone:		
	Fax:		
	Toll Free:		

	<i>Contact Person for Questions / Contract Negotiations, including address if different than above</i>	
V4	Name:	
	Title:	
	Address:	
	Email Address:	
	Telephone Number:	
	Fax:	

	<i>Name of Individual Authorized to Bind the Organization</i>	
V5	Name:	
	Title:	

	<i>Signature (Individual shall be legally authorized to bind the vendor per NRS 333.337)</i>	
V6	Signature:	Date:

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Prospective vendors are advised to review Nevada’s ethical standards requirements, including but not limited to NRS 281A, NRS 333.800, and NAC 333.155.

All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: www.leg.state.nv.us/law1.cfm

1. PROJECT OVERVIEW

Nevada (NV) is the seventh largest state in the United States with Local Education Agency (LEA) enrollment ranging from 15 students to over 2,000 and home to the fifth largest school district in the nation. The Nevada Department of Agriculture (NDA)-Food and Nutrition Division (FND) was awarded a USDA Administrative Review and Training (ART) Grant in 2019. Under this grant, NDA-FND will use part of the funding to work with and train program sponsors/LEAs to reduce the number and frequency of findings that occur in the Administrative Review (AR) process for compliance. We plan to accomplish this by increasing statewide training and technical assistance to sponsors/LEAs on AR problem areas. NDA-FND has assessed current gaps in program operations areas and identified common Administrative Review findings and identified several key areas that need additional training including, but not limited to certification and benefit issuance, counting and claiming, menu production records, what constitutes a reimbursable meal, and professional standards training and tracking. The resulting training program will focus on these areas and will be accomplished through an innovative, sustainable Train-the-Trainer (TTT) model to lessen the burden on staff and travel limitations and in light of the COVID-19 pandemic. NDA-FND is looking to contract with qualified third-party trainers that are experienced and knowledgeable in USDA School Nutrition programs including the AR process to complete this project.

2. GOALS AND OBJECTIVES

Nevada Department of Agriculture (NDA), Food and Nutrition Division (FND) has a goal to reduce the number and frequency of findings during the AR process by increasing statewide training and technical assistance to Local Education Agencies (LEAs) on AR problem areas.

In collaboration with NDA-FND, the Contract Trainer(s) will develop training and resources focused on reducing the number and frequency of AR findings. Using a Train-the-Trainer (TTT) model, the Contract Trainer(s) will train program sponsors’ key staff, including developing the training, instructional materials and other job aids that LEA administrative staff can use to take back and train frontline staff, primary food service directors, and other staff. The Contract Trainer(s) will develop new resources on the AR process and will provide training on the following areas within the contract period:

- Performance Standard I
 - Certifying Free/Reduced Applications
 - Benefit Issuance
 - Meal Counting and Claiming
 - Verification
- Performance Standard II
 - Meal Components and Quantities
 - Dietary Specifications and Nutrient Analysis
 - Menu Production Records

- Offer Versus Serve
- General Areas
 - Civil Rights
 - On-Site Monitoring
 - Local School Wellness Policy
 - Smart Snacks in School
 - Food Safety, Storage, and Buy American
 - Professional Standards training and tracking
 - Reporting and Record Keeping
 - School Breakfast Outreach

3. SCOPE OF WORK

Objectives and Deliverables

The training workshops will be delivered through an innovative, virtual, web-based format (e.g., webinars, virtual classrooms, etc.), such as ZOOM and will be recorded in their entirety for future training purposes. The training sessions should be designed utilizing a participant-centered approach and should be interactive and highly engaging. The training provided by the contractors should also incorporate the following:

- Development and delivery of tools to gather feedback from LEAs, including pre- and post-tests that measure cognitive knowledge and application.
- Develop and record a “webinar” version of each AR training topic for NDA to utilize for those unable to attend the virtual trainings or on-going LEA training if needed.
- Develop and implement a follow-up plan, including technical assistance visits with NDA-FND School Nutrition Staff (as subject matter experts) to evaluate and assist with successful application of the concepts in the workplace.

Projected Timeline*

Activity	Topic	# Of Occurrences	Projected Start Date	Projected Deadline	Comments
Project planning meeting with NDA-FND	Project Overview	1	07/01/2021		<ul style="list-style-type: none"> • Meeting with NDA-FND to discuss project objective and proposed plan.
Develop Instructional Materials and Virtual Training Course	Performance Standard I		07/01/2021	09/01/2021	<ul style="list-style-type: none"> • Collaborate with FND staff to develop appropriate instructional materials for electronic distribution to be utilized in the virtual training. • Develop virtual training sessions using an innovative, interactive, and participant-centered design. • Develop course evaluations to gather feedback at end of each session.

Develop Pre- and Post-Tests	Performance Standard I	2	07/01/2021	09/01/2021	<ul style="list-style-type: none"> • Develop pre- and post-tests to assess cognitive knowledge and application.
Conduct Virtual Training Sessions	Performance Standard I	3	09/07/2021	09/30/2021	<ul style="list-style-type: none"> • Conduct three (3) virtual training sessions (recorded) on key findings within AR Performance Standard I using a TTT model.
Recorded Training**	Performance Standard I	1	10/1/2021	10/31/2021	<ul style="list-style-type: none"> • Develop a “webinar” version of the Performance Standard I training to share with LEAs beyond the offered virtual trainings • Record the “webinar” version and provide to NDA for further distribution.
Summative Evaluation Report to NDA	Performance Standard I	1	10/1/2021	10/31/2021	<ul style="list-style-type: none"> • Provide summative evaluation regarding Performance Standard I virtual training workshops.
Develop Instructional Materials and Virtual Training Course	Performance Standard II		10/1/2021	10/31/2021	<ul style="list-style-type: none"> • Collaborate with FND staff to develop appropriate instructional materials for electronic distribution to be utilized in the virtual training. • Develop virtual training sessions using an innovative, interactive, and participant-centered design. • Develop course evaluations to gather feedback at end of each session.
Develop Pre- and Post-Tests	Performance Standard II	2	10/1/2021	10/31/2021	<ul style="list-style-type: none"> • Develop pre- and post-tests to assess cognitive knowledge and application.
Conduct Virtual Training Sessions	Performance Standard II	3	11/01/2021	12/17/2021	<ul style="list-style-type: none"> • Conduct three (3) virtual training sessions (recorded) on key findings within AR Performance Standard II using a TTT model.
Recorded Training**	Performance Standard II	1	12/18/2021	01/14/2022	<ul style="list-style-type: none"> • Develop a “webinar” version of the Performance Standard II training to share with LEAs beyond the offered virtual trainings • Record the “webinar” version and provide to NDA for further distribution
Summative Evaluation Report to NDA	Performance Standard II	1	12/18/2021	01/14/2022	<ul style="list-style-type: none"> • Provide summative evaluation regarding

					Performance Standard II virtual training workshops.
Develop Instructional Materials and Virtual Training Course	General Areas		12/01/2021	01/23/2022	<ul style="list-style-type: none"> Collaborate with FND staff to develop appropriate instructional materials for electronic distribution to be utilized in the virtual training. Develop virtual training sessions using an innovative, interactive, and participant-centered design. Develop course evaluations to gather feedback at end of each session.
Develop Pre- and Post-Tests	General Areas	2	12/18/2021	01/23/2022	<ul style="list-style-type: none"> Develop pre- and post-tests to assess cognitive knowledge and application.
Develop and Conduct Virtual Training Sessions	General Areas	3	01/24/2022	02/25/2022	<ul style="list-style-type: none"> Conduct three (3) virtual trainings on key findings within AR General Areas using a TTT model.
Recorded Training**	General Areas	1	02/28/2022	03/31/2022	<ul style="list-style-type: none"> Develop a “webinar” version of the General Areas training to share with LEAs beyond the offered virtual trainings Record the “webinar” version and provide to NDA for further distribution
Summative Evaluation Report to NDA	General Areas	1	2/28/2022	03/31/2022	<ul style="list-style-type: none"> Provide summative evaluation regarding General Areas virtual training workshops.
Develop Follow-Up Plan for LEAs			10/01/2021	11/30/2021	<ul style="list-style-type: none"> Collaborate with NDA staff to develop a follow-up plan including technical assistance visits, feedback, and materials for the comprehensive manual for LEAs
Follow-Up Implementation		6	4/15/2022	5/15/2022	<ul style="list-style-type: none"> Conduct follow-up calls with SFA groups (6 total calls) approximately 45-60 days post General Areas Training to determine the training implementation and provide T.A.

**All dates/deadlines within the timeline are subject to change to meet the needs of ART 19 Grant deliverables/deadlines*

***Recorded Webinar Trainings may be requested for the AR Topics as a resource for ongoing trainings*

In the proposal, vendors should provide detailed responses regarding their experience with similar training offerings, providing examples where appropriate. Vendors should discuss how they will develop course materials and how they will be implemented in the online format to ensure an interactive and engaging online experience for participants. Responses need to include a plan of action to address the key objectives and deliverables of the project and how deadlines will be met. Vendors should also identify which online learning platforms would be utilized and provide an overview of the details that will be included in the course syllabi for the three (3) training topics (e.g., session schedules, learning objectives and outcomes, assessment and evaluation protocols and tools, and etc.).

3.1 SCHEDULE

Scheduling will be jointly determined by NDA-FND and the Contract Trainer(s) based on instructor and attendee availability and other factors. Training sessions will be offered virtually via ZOOM or other appropriate virtual learning platform recommended by the Contract Trainer(s) and approved by FND. Each training topic will be offered three (3) times during the estimated time frame to accommodate varied work schedules and needs of LEA attendees. NDA-FND has estimated there will be 75 attendees per session. A total of nine (9) sessions (days) covering the three AR topics will be completed prior to February 25, 2022. The duration of each training session will be determined by the Contract Trainer(s) ensuring adequate and reasonable time is allocated to cover the three AR Training areas; however, no session should exceed 8 hours (one business day) in length.

The proposed timeline for training sessions to be delivered is as follows:

Training Topic	Number of Sessions (Days)	Total Number of Hours (Maximum)	# of Attendees	Participant Description	Location	Estimated Timeframe for Course to be held
Performance Standard I	3	3 sessions (days) x 8 hours each session = 24 hours	75	LEA school food service directors and administrative staff	Virtually	Between September 7 – September 30, 2021
Performance Standard II	3	3 sessions (days) x 8 hours each session = 24 hours	75	LEA school food service directors and administrative staff	Virtually	Between November 1 – December 17, 2021
General Areas	3	3 sessions (days) x 8 hours each session = 24 hours	75	LEA school food service directors and administrative staff	Virtually	Between January 24 – February 25, 2022

3.2 INSTRUCTIONAL MATERIALS

Both the instructor and participant instructional materials will be developed and provided by the Contract Trainer(s) in a digital format. NDA has developed a variety of resources and reference materials specific to ARs conducted in Nevada LEAs that should be incorporated into the instructional materials where appropriate. The Contract Trainer(s) will work in concert with FND staff during the development of the instructional materials to ensure cohesion and applicability of content.

Final instructional materials need to be submitted to FND staff at least ten (10) business days prior to the training session the materials will be utilized for approval and review. All approved course materials should be made available to participants at least five (5) business days prior to their scheduled training to ensure attendees have time to print/download materials as needed.

3.3 EVALUATION AND ASSESSMENT

The Contract Trainer(s) will develop and incorporate pre- and post-tests for each training topic to assess cognitive knowledge and application. The contractor will also develop class evaluations to assess effectiveness and usefulness of the training, and to gather feedback from LEAs to incorporate into the Comprehensive AR Guide that will be developed by NDA.

A summary of the data from the pre- and post-tests and class evaluations will be reported to FND following the three (3) training topics in a Summative Evaluation Report. Following the final sessions of Performance Standard 1, Performance Standard II, and General Areas, the Contract Trainer(s) will submit a summary report containing the following information:

- Participant feedback from class evaluations
- Results from pre- and post-tests

3.4 POST TRAINING FOLLOW UP

The Contract Trainer(s) will collaborate with NDA-FND School Nutrition Staff following the training sessions to develop a follow-up plan for the LEAs regarding application of the concepts in their workplace and guidance for technical assistance follow-up. The Contract Trainer(s) will perform a follow-up video call or virtual meeting with each SFA approximately 45-60 days following the General Areas Training to discuss implementation and staff training hosted and planned. During the calls, the Contract Trainer(s) and NDA-FND staff will also provide technical assistance as needed. Follow-up calls will be approximately one (1) hour each with an estimated six (6) total calls. A suggested allocation for the follow-up calls would be: Urban Districts (2 x 1 call each), Rural Districts (2 groups x 1 call each), Charter and BIE schools (2 groups x 1 call each).

4. COMPANY BACKGROUND AND REFERENCES

4.1 VENDOR INFORMATION

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

Question	Response
Company Name:	
Ownership (sole proprietor, partnership, etc.):	

Question	Response
State of incorporation:	
Date of incorporation:	
# of years in business:	
List of top officers:	
Location of company headquarters, to include City and State:	
Location(s) of the office that shall 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 shall be assigned for this project:	

- 4.1.2 Pursuant to NRS 333.3354, the State of Nevada awards a five percent (5%) preference to a vendor certifying that its principal place of business is in Nevada. The term ‘principal place of business’ has the meaning outlined by the United States Supreme Court in Hertz Corp v. Friend, 559 U.S. 77 (2010), typically meaning a company’s corporate headquarters. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis. To claim this preference a business must submit a letter with its proposal showing that it qualifies for the preference.
- 4.1.3 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state shall 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.
- 4.1.4 The selected vendor, prior to doing business in the State of Nevada, shall be appropriately licensed by the State of Nevada, Secretary of State’s Office pursuant to NRS 76. Information regarding the Nevada Business License can be located at <http://nvsos.gov>.

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

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

Yes		No	
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If “No,” provide explanation.

4.1.5 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.

4.1.6 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:	

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

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

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

4.1.8 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 shall 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:		

- 4.1.9 Vendors shall review and provide if awarded a contract the insurance requirements as specified in ***Attachment D, Insurance Schedule for RFP 21-01.***
- 4.1.10 Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.
- 4.1.11 Provide a brief description of the length of time vendor has been providing services described in this RFP to the public and/or private sector.
- 4.1.12 Financial information and documentation to be included in accordance with ***Section 9.5, Part III - Confidential Financial Information.***
 - 4.1.12.1 Dun and Bradstreet Number
 - 4.1.12.2 Federal Tax Identification Number
 - 4.1.12.3 The last two (2) years and current year interim:
 - A. Profit and Loss Statement
 - B. Balance Statement

4.2 SUBCONTRACTOR INFORMATION

Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.

4.2.1 Does this proposal include the use of subcontractors?

Yes		No	
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If “Yes”, vendors shall:

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

4.2.1.2 If any tasks are to be completed by subcontractor(s), vendors shall:

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

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

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

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

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

4.2.1.6 Vendor shall 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 shall receive agency approval prior to subcontractor commencing work.

4.3 BUSINESS REFERENCES

4.3.1 Vendors shall provide a minimum of three (3) business references from similar projects performed for private, and/or public sector clients within the last three (3) years.

4.3.2 Vendors shall submit **Attachment E, Reference Questionnaire** to their business references.

4.3.3 It is the vendor’s responsibility to ensure that completed forms are received by Nevada Department of Agriculture 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.

4.3.4 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 shall be completed for each proposed key personnel responsible for performance under any contract resulting from this RFP per *Attachment F, Proposed Staff Resume*.

5. COST

5.1 CONTRACTUAL COSTS

Project costs for the Administrative Review Trainings should include:

- Training course development
- Development of instructional materials (including presentation, student materials, pre- and post-tests, and class evaluations)
- Delivery of virtual training sessions (9 total sessions)
- Development and recording of three (3) “webinar” style trainings (if needed)
- Development and delivery of post training session reports and recommendations
- Collaboration with NDA staff to develop a training follow-up plan for LEAs
- Conducting follow-up through six (6) calls, approximately one (1) hour each

5.2 PAYMENT

Payment for contractual costs will be on a flat-rate basis and will be made following completion of the following project deliverables:

- Summative Evaluation of Performance Standard I Training
- Summative Evaluation of Performance Standard II Training
- Summative Evaluation of General Areas Training
- Successful completion of follow-up calls to SFAs

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

6. FINANCIAL

6.1 PAYMENT

- 6.1.1 Upon review and acceptance by the State, payments for invoices are normally made within 30 days of receipt, providing all required information, documents and/or attachments have been received.
- 6.1.2 Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this RFP electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

6.2 BILLING

- 6.2.1 The State does not issue payment prior to receipt of goods or services.
- 6.2.2 The vendor shall bill the State as outlined in the approved contract and/or payment schedule.
- 6.2.3 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

6.3 TIMELINESS OF BILLING

The State is on a fiscal year calendar. All billings for dates of service prior to July 1 shall be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August that forces the State to process the billing as a stale claim pursuant to NRS 353.097, shall subject the contractor to an administrative fee not to exceed \$100.00. This is the estimate of the additional costs to the State for processing the billing as a stale claim and this amount shall be deducted from the stale claims payment due the contractor.

7. WRITTEN QUESTIONS AND ANSWERS

7.1 QUESTIONS AND ANSWERS

- 7.1.1 In lieu of a pre-proposal conference, the Department of Agriculture Administration Division shall accept questions and/or comments in writing, received either by email or facsimile regarding this RFP.
- 7.1.2 Questions shall reference the identifying RFP number and be addressed to the State of Nevada, Department of Agriculture Administration Division, Attn: Department of Agriculture Administration Division, emailed to Department of Agriculture Administration Division or faxed to Department of Agriculture Administration Division.
- 7.1.3 The deadline for submitting questions is as specified in ***Section 8, RFP Timeline***.
- 7.1.4 Vendors shall 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 shall be addressed in writing and responses emailed or faxed to prospective vendors on or about the date specified in ***Section 8, RFP Timeline***.
- 7.1.6 Describe your knowledge and experience with Administrative Reviews, including conducting them, in the NSLP/SBP?

- 7.1.7 Describe any experience you have developing and presenting training on School Nutrition programs and Administrative Reviews specifically, including when this was, the target audience, topics included and anything else pertinent.
- 7.1.8 How will you collect and research the information needed for developing the training sessions?
- 7.1.9 What virtual/remote training methods has your organization successfully employed?
- 7.1.10 What are some of the most effective methods your organization has found for engaging the audience during virtual professional trainings?
- 7.1.11 What are some of the best methods your organization has found for ensuring application of information in their workplace?
- 7.1.12 What methods has your organization employed to assess pre-and post of cognitive knowledge?
- 7.1.13 What methods has your organization utilized when providing technical assistance to trainees following the training?
- 7.1.14 Does your organization have experience creating electronic manuals/guides that are replicated in hardcopy? If so, please describe some best practices you have identified for developing these materials.

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 questions	4/26/2021 @ 2:00 PM
Answers posted to website	On or about 5/3/2021
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 5/10/2021
Deadline for submission and opening of proposals	No later than 2:00 PM on 5/24/2021
Evaluation period (approximate time frame)	6/1/2021- 06/16/2021
Vendor Presentations (approximate time frame)	6/21/2021- 6/25/2021
Selection of vendor	On or about 6/28/2021
Contract start date (contingent upon DAG approval)	7/1/2021

9. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

9.1 GENERAL SUBMISSION REQUIREMENTS

- 9.1.1 Vendors shall submit their proposals on one (1) CD or flash drive appropriately labeled with the RFP # and vendor's name in accordance with the instructions below.
- 9.1.2 The one (1) CD or flash drive shall contain a maximum of four (4) PDF files which may include:
- 9.1.2.1 Technical Proposal
 - 9.1.2.2 Confidential Technical (if applicable)
 - 9.1.2.3 Cost Proposal
 - 9.1.2.4 Confidential Financial (if applicable)
- 9.1.3 Proposals shall have a technical response, which may be composed of two (2) parts in the event a vendor determines that a portion of their technical proposal qualifies as "confidential" per NRS 333.020(5)(b).
- 9.1.4 If complete responses cannot be provided without referencing confidential information, such confidential information shall be provided in accordance with ***Section 9.3, Part IB – Confidential Technical Proposal and Section 9.5, Part III - Confidential Financial Information.***
- 9.1.5 Specific references made to the section, page, and/or paragraph where the confidential information can be located shall be identified on ***Attachment A, Confidentiality and Certification of Indemnification*** and comply with the requirements stated in ***Section 9.6, Confidentiality of Proposals.***
- 9.1.6 Proposals that do not comply with the requirements may be deemed non-responsive and rejected at the State's discretion.
- 9.1.7 Each section within the technical proposal and cost proposal shall be separated by clearly marked sections with the appropriate section number and title as specified.
- 9.1.8 Although it is a public opening, only the names of the vendors submitting proposals shall be announced per NRS 333.335(6). Technical and cost details about proposals submitted shall not be disclosed.
- 9.1.9 Assistance for persons who are disabled, visually impaired or hearing-impaired who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Food and Nutrition Division designee as soon as possible and at least two (2) days in advance of the opening.
- 9.1.10 If discrepancies are found between two (2) or more copies of the proposal, the master copy shall 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.
- 9.1.11 For ease of evaluation, the technical and cost proposals shall be presented in a format that corresponds to and references sections outlined within this RFP and

shall be presented in the same order. Written responses shall be in ***bold/italics*** and placed immediately following the applicable RFP question, statement and/or section.

- 9.1.12 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, color displays, promotional materials, etc., are not necessary or desired. Emphasis shall be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 9.1.13 For purposes of addressing questions concerning this RFP, the sole point of contact shall be the contact as specified on Page 1 of this RFP. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP shall 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.
- 9.1.14 Any vendor who believes there are irregularities or lack of clarity in the RFP or proposal requirements or specifications are unnecessarily restrictive, or limit competition shall notify the sole point of contact as specified on Page 1 of the RFP, in writing, as soon as possible so that corrective addenda may be furnished by the agency in a timely manner to all vendors.
- 9.1.15 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive per NRS 333.311.
- 9.1.16 The vendor understands and acknowledges that the representations made in its proposal are material and important and shall be relied on by the State in its evaluation of a proposal. Any misrepresentation by a vendor shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

9.2 PART IA – TECHNICAL PROPOSAL

- 9.2.1 The technical proposal shall 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 ***shall not include*** confidential 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 Section I – Title Page with the following information:

Part IA – Technical Proposal	
RFP Title:	RFP: School Nutrition NSLP Administrative Review Training
RFP #:	21-01
Vendor Name:	
Address:	
Proposal Opening Date:	May 24, 2021
Proposal Opening Time:	2:00 pm

9.2.3.2 Section II – Table of Contents

An accurate and updated table of contents shall be provided.

9.2.3.3 Section III – Vendor Information Sheet

The vendor information sheet shall be completed and signed by an individual authorized to bind the organization

9.2.3.4 Section IV – State Documents

The State documents section shall include the following:

- A. The signature page from all amendments signed by an individual authorized to bind the organization.
- B. Attachment A – Confidentiality and Certification of Indemnification signed by an individual authorized to bind the organization.
- C. Attachment B – Vendor Certifications signed by an individual authorized to bind the organization.
- D. Attachment H – Certification Regarding Lobbying signed 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 Section V – Scope of Work

Vendors shall place their written response(s) to **Section 3, Scope of Work** in ***bold/italics*** immediately following the applicable RFP question, statement and/or section.

9.2.3.6 Section VI – Company Background and References

- A. Vendors shall place their written response(s) to **Section 4, Company Background and References** in ***bold/italics***

immediately following the applicable RFP question, statement and/or section.

- B. This section shall also include the requested information in **Section 4.2, Subcontractor Information**, if applicable.

9.2.3.7 Section VII – Attachment F – Proposed Staff Resumes(s)

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

9.2.3.8 Tax VIII – Other Informational Material

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

9.3 PART IB – CONFIDENTIAL TECHNICAL PROPOSAL

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

- 9.3.2 If needed, vendors shall provide one (1) PDF Confidential Technical Proposal file that includes the following:

- 9.3.2.1 Section I – Title Page with the following information:

Part IB – Confidential Technical Proposal	
RFP Title:	RFP: School Nutrition NSLP Administrative Review Training
RFP #:	21-01
Vendor Name:	
Address:	
Proposal Opening Date:	May 24, 2021
Proposal Opening Time:	2:00 pm

- 9.3.2.2 Section II – Confidential Technical

Vendors shall cross reference the confidential technical information back to the technical proposal, as applicable.

9.4 PART II – COST PROPOSAL

- 9.4.1 The cost proposal shall include:

- 9.4.1.1 One (1) original marked “MASTER”; and
- 9.4.1.2 Six (6) identical copies.

9.4.2 The Cost Proposal **shall 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 Section I – Title Page with the following information:

Part II – Cost Proposal	
RFP Title:	RFP: School Nutrition NSLP Administrative Review Training
RFP #:	21-01
Vendor Name:	
Address:	
Proposal Opening Date:	May 24, 2021
Proposal Opening Time:	2:00 pm

9.4.3.2 Section II – Cost Proposal

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

The vendor cost proposal should include line item costs described in Section 5 under contractual costs as part of the explanation for the overall cost.

As part of the proposal, please include a description of the cost formula that is used to determine all costs, e.g., if it is a per day charge and what that includes, if a flat fee for an event and what that includes, if it is a per hour charge and what that includes, etc.

9.5 PART III – CONFIDENTIAL FINANCIAL INFORMATION

9.5.1 Vendors only need to submit Part III if the proposal includes any confidential financial information (*refer to Attachment A, Confidentiality and Certification of Indemnification*).

9.5.2 If needed, vendors shall provide one (1) PDF Confidential Financial Information file that includes the following:

9.5.2.1 Section I – Title Page with the following information:

Part III – Confidential Financial Information	
RFP Title:	RFP: School Nutrition NSLP Administrative Review Training
RFP #:	21-01
Vendor Name:	
Address:	
Proposal Opening Date:	May 24, 2021
Proposal Opening Time:	2:00 pm

9.5.2.2 Section II - Financial Information and Documentation

Vendors shall place the information requested in *Section 4.1.12* in this section.

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 shall cause your proposal to be deemed non-compliant and shall not be accepted by the State of Nevada.
- 9.6.3 Vendors acknowledge that material not marked as “confidential” shall become public record upon contract award.
- 9.6.4 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.
- 9.6.5 Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damage 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 shall 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.

Marjorie Ellis Administration Division 405 S. 21st St. Sparks, NV 89431	
RFP #:	21-01
Proposal Opening Date:	May 24, 2021
Proposal Opening Time:	2:00 pm
For:	School Nutrition NSLP Administrative Review Training
Vendor Name:	

- 9.7.3 Proposals shall be received at the address referenced above no later than the date and time specified in **Section 8, RFP Timeline**. Proposals that do not arrive by proposal opening time and date shall not be accepted. Vendors may submit their proposal any time prior to the above stated deadline.
- 9.7.4 The State shall not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared.
- 9.7.5 Email or facsimile proposals shall 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 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:

Marjorie Ellis Administration Division 405 S. 21st St. Sparks, NV 89431	
RFP #:	21-01
Proposal Component:	Part I - Technical
Proposal Opening Date:	May 24, 2021
Proposal Opening Time:	2:00 pm
For:	School Nutrition NSLP Administrative Review Training
Vendor Name:	

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

Marjorie Ellis Administration Division 405 S. 21st St. Sparks, NV 89431	
RFP #:	21-01
Proposal Component:	Part IB – Confidential Technical
Proposal Opening Date:	May 24, 2021
Proposal Opening Time:	2:00 pm
For:	School Nutrition NSLP Administrative Review Training
Vendor Name:	

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

Marjorie Ellis Administration Division 405 S. 21st St. Sparks, NV 89431	
RFP #	21-01
Proposal Component:	Part II - Cost
Proposal Opening Date:	May 24, 2021
Proposal Opening Time:	2:00 pm
For:	School Nutrition NSLP Administrative Review Training
Vendor Name:	

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

Marjorie Ellis Administration Division 405 S. 21st St. Sparks, NV 89431	
RFP #:	21-01
Proposal Component:	Part III – Confidential Financial Information
Proposal Opening Date:	May 24, 2021
Proposal Opening Time:	2:00 pm
For:	School Nutrition NSLP Administrative Review Training
Vendor Name:	

9.7.10 The CD or flash drive shall be submitted to the State in a sealed package and be clearly marked as follows:

Marjorie Ellis Administration Division 405 S. 21st St. Sparks, NV 89431	
RFP #:	21-01
Proposal Component:	CD or Flash Drive
Proposal Opening Date:	May 24, 2021
Proposal Opening Time:	2:00 pm
For:	School Nutrition NSLP Administrative Review Training
Vendor 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. The following criteria are listed in order of importance.

Criteria Description	Weight
Demonstrated Competence and experience with NSLP/SBP Administrative Review Process	30
Experience conducting comparable trainings for LEA's focused on Administrative Reviews and Common AR findings	15
Experience conducting virtual training	10
Conformance with the Terms of this RFP	10
Expertise and Availability of Key Personnel	10
Cost	25

10.1.1 Presentations

10.1.1.1 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.

10.1.1.2 The State, at its option, may limit participation in vendor presentations to those vendors receiving at least 75% of the total combined available points for technical and cost proposals.

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

10.2 Effective July 1, 2017, a five percent (5%) preference will be awarded to businesses based in Nevada. A Nevada business is defined as a business which certifies either that its 'principal place of business' is in Nevada, as identified in **Section 4.1, Vendor Information**, or that a 'majority of goods provided for the contract are produced' in Nevada. The preference will be applied to the total score.

10.3 Financial stability shall be scored on a pass/fail basis.

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

10.5 The evaluation committee is 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.

10.6 The evaluation committee may 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.

10.7 Each vendor shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation,

unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. Refer generally to NRS 333.335.

- 10.8 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.
- 10.9 A Letter of Intent (LOI) shall be issued in accordance with NAC 333.170 notifying vendors of the State's intent to award a contract to a vendor, pending successful negotiations. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. All information remains confidential until the issuance of the formal Notice of Award (NOA). 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.
- 10.10 A Notification of Award (NOA) shall be issued in accordance with NAC 333.170. Vendors shall be notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners (BOE). Any award is contingent upon the successful negotiation of final contract terms and upon approval of the BOE, when required. Any non-confidential information becomes available upon written request.
- 10.11 Pursuant to NRS 333.700, any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners.

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.

- 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 IB and Part III** – which contain 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 Pursuant to NRS 333.350, the State reserves the right to reject any or all proposals received prior to contract award.

- 11.1.6 Pursuant to NRS 333.350, the State reserves the right to limit the scope of work prior to award, if deemed in the best interest of the State.
- 11.1.7 Pursuant to NRS 333.335, the State shall not be obligated to accept the lowest priced proposal, however, shall make an award in the best interest of the State of Nevada after all factors have been evaluated.
- 11.1.8 Any irregularities or lack of clarity in the RFP shall be brought to the attention of Marjorie Ellis, Contract Manager as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 11.1.9 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 the project/contract, may be rejected.
- 11.1.10 Proposals from employees of the State of Nevada shall be considered in as much as they do not conflict with the State Administrative Manual (SAM), NRS Chapter 281 and NRS Chapter 284.
- 11.1.11 Proposals may be modified or withdrawn by written notice received prior to the proposal opening time. Withdrawals received after the proposal opening time shall not be considered except as authorized by NRS 333.350(3).
- 11.1.12 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.
- 11.1.13 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.
- 11.1.14 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals shall 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.
- 11.1.15 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and NAP Chapter 333.
- 11.1.16 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 shall apply the preferences stated in NRS 333.290 and 333.410 to the extent applicable.

- 11.1.17 Pursuant to NRS 333.338, the State of Nevada cannot enter into a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).

11.2 CONTRACT TERMS AND CONDITIONS

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

- 11.2.1 The awarded vendor shall be the sole point of contract responsibility. The State shall 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 shall maintain, for the duration of its contract, insurance coverages as set forth in the fully executed contract. 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 shall be deemed a breach of contract.
- 11.2.3 The State shall not be liable for Federal, State, or Local excise taxes per NRS 372.325.
- 11.2.4 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties shall consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, any modifications and clarifications to the awarded vendor's proposal, the RFP, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract. The State shall not indemnify vendor from any liability or damages, including but not limited to attorney's fees and costs, arising under any contract resulting from this RFP.
- 11.2.5 State agencies and local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFP and may join or use any contract resulting from this RFP subject to Nevada law. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
- 11.2.6 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 shall not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.

- 11.2.7 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.

11.3.1 Products and/or Alternatives

11.3.1.1 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.

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

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

11.3.2 State Owned Property

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

11.3.3 Inspection/Acceptance of Work

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

11.3.3.2 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.

11.3.3.3 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.

11.3.4 Right to Publish

11.3.4.1 All requests for the publication or release of any information pertaining to this RFP and any subsequent contract shall be in writing and sent to Marjorie Ellis or designee.

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

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

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

11.3.4.5 Throughout the term of the contract, the contractor shall 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.

11.3.5 Protection of Sensitive Information

11.3.5.1 Sensitive information in existing legacy applications shall encrypt data as is practical.

11.3.5.2 Confidential personal data shall be encrypted.

11.3.5.3 Any electronic transmission of personal information shall comply with NRS 603A.215 (2 & 3).

11.3.5.4 Sensitive Data shall be encrypted in all newly developed applications.

12. SUBMISSION CHECKLIST

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

Part IA – Technical Proposal Submission Requirements		Completed
Part IA submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Table of Contents	
Section III	Vendor Information Sheet	
Section IV	State Documents	
Section V	Scope of Work	
Section VI	Company Background and References	
Section VII	Attachment F – Proposed Staff Resume(s)	
Section VIII	Other Informational Material	
Part IB – Confidential Technical Proposal Submission Requirements		
Part IB submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Appropriate sections and information that cross references back to the technical proposal	
Part II – Cost Proposal Submission Requirements		
Part II submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Cost Proposal	
Part III – Confidential Financial Information Submission Requirements		
Part III submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Financial Information and Documentation	
CD or Flash Drive Required		
One (1)	Master CD or Flash Drive with the technical and cost proposal contents only	
One (1)	Public Records CD or Flash Drive with the technical and cost proposal 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 and Part B completed, if applicable)		

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **shall 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/file marked “**Part IB – Confidential Technical**” and “**Part III - Confidential Financial Information**”.

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling and packaging requirements, proposals shall 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 shall be in an open meeting format, the proposals shall 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 shall constitute a complete waiver, and all submitted information shall 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.

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

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

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

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

Company Name

Signature

Print Name

Date

This document shall be submitted in Section IV of vendor’s technical proposal

ATTACHMENT B – VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and shall 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, shall 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, shall 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 shall 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 shall be in writing and included in the proposal at the time of submission.
- (7) Each vendor shall 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 shall 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 shall automatically result in the disqualification of a vendor's proposal. An award shall not be made where a conflict of interest exists. The State shall 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 disability of another nature.
- (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 shall 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 shall certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal shall 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 shall be submitted in Section IV of vendor's technical proposal

ATTACHMENT C – CONTRACT FORM

Vendors shall review the terms and conditions of 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.



Standard Form
Contract.docx

To open the document, double click on the icon.

ATTACHMENT D – INSURANCE SCHEDULE FOR RFP 21-01

Vendors shall review the Insurance Schedule, as this shall be the schedule used for the Scope of Work identified within the RFP.



Attachment D
Professional Service.

ATTACHMENT E – REFERENCE QUESTIONNAIRE

The State of Nevada requires proposing vendors to submit business references. The purpose of these references is to document the experience relevant to the Scope of Work identified within the RFP and aid in the evaluation process.

INSTRUCTIONS TO PROPOSING VENDOR	
1.	Proposing vendor or vendor’s proposed subcontractor shall complete Part A of the Reference Questionnaire.
2.	Proposing vendor shall send the following Reference Questionnaire to each business reference listed for completion of 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 Agriculture Administration Division Subject: RFP 21-01 Attention: Marjorie Ellis Email: mellis@agri.nv.gov Fax: 775-353-3749</p> <p>Please reference the RFP number in the subject line of the email or on the fax.</p>
4.	The completed Reference Questionnaire shall be received <i>no later than 4:30 PM PT 4/12/2021</i>
5.	Business references are not to return the Reference Questionnaire to the Proposer (Vendor).
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process shall 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 F – PROPOSED STAFF RESUME

The embedded resume shall be completed for all proposed prime contractor staff and proposed subcontractor.



Proposed Staff
Resume.doc

To open the document, double click on the icon.

ATTACHMENT G – COST SCHEDULE



Attachment G-Cost
Schedule-SOW.docx

To open the document, double click on the icon.

ATTACHMENT H – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____
Signature of Official Authorized to Sign Application Date

For: _____
Vendor Name

Project Title

This document shall be submitted in Section IV of vendor's technical proposal

ATTACHMENT I – FEDERAL LAWS AND AUTHORITIES

The information in this section does not need to be returned with the vendor's proposal. Following is a list of Federal Laws and Authorities with which the awarded vendor shall be required to comply.

1. Age Discrimination Act, PL 94-135
2. Civil Rights Act of 1964, PL 88-352
3. Executive Order 11246, Equal Employment Opportunity
4. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
5. Rehabilitation Act of 1973, PL 93, 112
6. Executive Order 12549 – Debarment and Suspension
7. Davis-Bacon Act 40 U.S.C. 3141-3148
8. Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708