State of Nevada
Nevada Department of Wildlife

Request for Proposal: WSA #20-001
For
Nevada Wildlife Survey App

Release Date: September 16, 2019
Deadline for Submission and Opening Date and Time: October 14, 2019 @ 2:00 PM

Refer to Section 9, RFP Timeline for the complete RFP schedule

For additional information, please contact:
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Refer to Section 10 for instructions on submitting proposals
VENDOR INFORMATION SHEET FOR RFP NWSA #20-001

Vendor Shall:

A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 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.

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<tr>
<th>V1</th>
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<td>Name of Individual Authorized to Bind the Organization</td>
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<td>V11</td>
<td>Signature (Individual shall be legally authorized to bind the vendor per NRS 333.337)</td>
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</tbody>
</table>
# TABLE OF CONTENTS

1. **PROJECT OVERVIEW** ..................................................................................................................... 4  
2. **BACKGROUND** .......................................................................................................................... 5  
3. **SYSTEM REQUIREMENTS** ........................................................................................................... 7  
4. **SCOPE OF WORK** ....................................................................................................................... 14  
5. **COMPANY BACKGROUND AND REFERENCES** ...................................................................... 23  
6. **PROJECT COSTS** ....................................................................................................................... 33  
7. **FINANCIAL** ............................................................................................................................... 37  
8. **WRITTEN QUESTIONS AND ANSWERS** .................................................................................... 38  
9. **RFP TIMELINE** ........................................................................................................................ 38  
10. **PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT** ............................. 39  
11. **PROPOSAL EVALUATION AND AWARD PROCESS** ............................................................... 44  
12. **TERMS AND CONDITIONS** .................................................................................................... 46  
13. **SUBMISSION CHECKLIST** ....................................................................................................... 59  

**ATTACHMENT A** – **CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION** ...... 60  
**ATTACHMENT B** – **VENDOR CERTIFICATIONS** ................................................................. 61  
**ATTACHMENT C** – **CONTRACT FORM** ................................................................................... 62  
**ATTACHMENT D** – **INSURANCE SCHEDULE FOR RFP WSA #20-001** ............................... 63  
**ATTACHMENT E** – **REFERENCE QUESTIONNAIRE** ............................................................. 64  
**ATTACHMENT F** – **PROJECT DELIVERABLE SIGN-OFF FORM** ............................................ 65  
**ATTACHMENT G** – **STATEMENT OF UNDERSTANDING** ...................................................... 66  
**ATTACHMENT H** – **PROPOSED STAFF RESUME** ................................................................. 67  
**ATTACHMENT I** – **PROJECT COSTS** ....................................................................................... 68  
**ATTACHMENT J** – **CERTIFICATION REGARDING LOBBYING** ........................................... 69  
**ATTACHMENT K** – **FEDERAL LAWS AND AUTHORITIES** ..................................................... 70
Prospective vendors are advised to review Nevada’s ethical standards requirements, including but not limited to NRS 281A and NRS 333.800.

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

1. **PROJECT OVERVIEW**

The State of Nevada’s Department of Wildlife (NDOW) is seeking proposals from qualified vendors to develop, launch, and maintain the Nevada Wildlife Survey Application (hereafter, WSA). The WSA will be a mobile application optimized for data collection during aerial surveys of wildlife, particularly big game (i.e., elk, bighorn sheep, mule deer, and pronghorn). The overarching goal of this project is to provide a digital solution for data collection and data storage during one of the most important activities assumed by NDOW personnel.

The vendor must have demonstrable experience planning, developing, implementing, and maintaining mobile applications used for geospatial data collection. A thorough understanding of western State Wildlife Agencies and successful completion of similar contracts is required.

NDOW will administer the contract resulting from this Request for Proposal (RFP). The resulting contract will be for an initial contract term of two years, to begin upon Board of Examiner’s approval, with an option to renew for two 2-year extensions, if agreed upon by both parties and in the best interest of the State. Development and launch of the WSA must be completed within one calendar year of the executed contract. Remaining contract period will be used for incremental improvements or changes to the WSA (priced and approved through use of a change order or minor contract amendment), providing basic user support (priced within the response to this RFP), and ensuring on-going functionality of the WSA following operating system updates.

1.1 **GOALS AND OBJECTIVES**

1.1.1 Provide a digital tool for recording geospatial data during aerial surveys capable of replacing older methods (i.e., hand-written datasheets and stand-alone GPS).

1.1.2 Ensure that data is recorded in real-time and no information is lost that would have otherwise been obtained using older methods.

1.1.3 Provide real-time data summaries to survey personnel accessible through an integrated dashboard.

1.1.4 Reduce the amount time required for post-survey data processing.

1.1.5 Web-based data integration into a relational database.

1.1.6 Construct a mobile-based data collection application incorporating NDOW needs as outlined under “ Desired Features” in the Scope of Work.
1.1.7 A beta version of the data collection tool will be available for testing during late Winter 2019.

1.1.8 Collected data will be uploaded to a cloud-based server upon the completion of each survey and availability of internet access.

1.1.9 A final version of the data collection tool will be launched in Summer 2020.

1.1.10 Awarded vendor will maintain device and platform compatibility beyond launch.

2. BACKGROUND

2.1 PROJECT

Game Division personnel for NDOW completed about 1,500-hrs of aerial surveys, by helicopter, targeting species of big game (i.e., deer, elk, mountain sheep, and pronghorn) between fall 2017 and spring 2018. Each hour of flight typically involves 3-4 agency personnel either as flight crew members or on-ground support. A full-day of survey includes 6-hrs of flight time occurring over 2 fuel cycles. During survey, the lead biologist in the front seat of the aircraft (i.e., observer) audibly classifies groups of animals into sex and age categories, which is concurrently recorded by a crew member in the backseat of the aircraft (i.e., recorder). Coordinates are logged on a handheld GPS device and classification data is recorded with pencil and paper. Following the flight, the lead biologist manually downloads the GPS coordinates of observed groups into a spreadsheet and manually relates classification data to the appropriate GPS coordinate.

Aerial surveys are a significant portion of the job duties for a Nevada biologist. Further, the current post-flight process of relating a waypoint collected by handheld GPS to hand-written observation data is cumbersome and a challenge that could be easily solved with mobile technology. The Department estimates each lead biologist spending a minimum of one-half hour processing data for each hour of flight or about 750 cumulative hours during a survey season. Additional effort by data managers is required to prepare and import the spreadsheet product to a relational database enabling users to interact with their survey data in a geospatial environment.

The Department proposes the development of a mobile data collection tool to improve in-flight safety by simplifying the current process of data collection (i.e., handheld GPS, clipboard, writing utensil) and to reduce or eliminate the amount of time needed for post-flight data processing. While the estimated financial savings may not appear significant, the overall time-savings associated with such an endeavor would be invaluable to each lead biologist.

2.2 AGENCY

The mission of NDOW is to protect, conserve, manage and restore wildlife and its habitat for the aesthetic, scientific, educational, recreational, and economic benefits to citizens of Nevada and the United States, and to promote the safety of persons using vessels on the waters of Nevada. The foundation of NDOW’s business rules implemented by Nevada
Wildlife Data System (NWDS) is Nevada State laws, regulations and administrative pronouncements.

NDOW is an executive branch agency with the Director reporting to the Governor. The Department has seven (7) Divisions (Conservation Education, Wildlife Diversity, Fisheries, Game, Habitat, Law Enforcement and Data and Technology Services), and the Director’s Office. NDOW has 253 Full-Time Employees (FTE) assigned statewide.

NDOW houses the headquarters function in Reno, Nevada. Management of statewide programs is broken into three (3) regions—Western, Southern and Eastern. Main office locations (with customer service functions) are as follows:

- Western Region – offices in Reno, Fallon and Winnemucca
- Eastern Region – offices in Elko and Ely
- Southern Region – offices in Las Vegas and Henderson

The WSA has potential benefits for all resource Divisions: Game, Diversity, Fisheries, and Habitat. Initial development will focus on integration of the WSA with big game surveys. Future improvements and add-ons may be requested to benefit other resource Divisions (priced and approved through use of a change order or minor contract amendment). The WSA will allow Game Division personnel for NDOW to improve internal information delivery for data critical to the license and tag allocation process (NDOW’s primary funding mechanism).

2.3 CURRENT COMPUTING ENVIRONMENT

Desktop computers using Windows 10 and Office 365. Servers are networked and isolated from public access.

2.4 PROJECT SOFTWARE

All software used for project management shall be approved by the State.

NDOW employees will use mobile devices approved by the State to conduct business and interact with the new solution. Further, standard PCs and laptops may also be used to access a dashboard allowing employees to interact with survey data (e.g., review observations, plot trendlines, view flight paths, etc.). The desktop operating system will be the current version of Windows or the immediately previous version. Software: web browsers, mobile technologies, Adobe Acrobat, Microsoft 365, and other proprietary software suggested by the awarded vendor and approved by NDOW as part of a comprehensive plan.

2.5 DEVELOPMENT SOFTWARE

2.5.1 All proposed software used in the design, development, testing and implementation of the deliverables outlined in this RFP shall be approved by the State.

2.5.2 If the application software is not public domain, the awarded vendor shall provide a licensing strategy.
2.5.3 The State shall procure licenses for all base components and third-party equipment (operating system, data base, etc.) based upon specifications provided by the awarded vendor.

2.6 STATE RESOURCES

The following paragraphs describe the resources the State has committed to this project.

2.6.1 Project Sponsor

The Nevada Department of Wildlife, Game Division is the project sponsor. All project activities shall be conducted under the authority of the Nevada Department of Wildlife, Game Division.

2.6.2 Project Manager

A Project Manager has been appointed to coordinate the activities of all individuals and organizations involved in the project. The Project Manager shall provide ongoing daily direction and oversight to the State project staff and the contractor and report progress and problems to the designated NDOW personnel. The Project Manager shall coordinate all organizations involved in the project and ensure resource requirements are identified and addressed. The Project Manager sets priorities when choices of alternatives are required.

2.6.3 State Project Staff

2.6.3.1 The awarded vendor shall be expected to work closely with the State project staff assigned to this project.

2.6.3.2 State project staff shall be available to attend meetings, interviews and assist assigned staff in reviewing functions with the awarded vendor.

2.6.3.3 State project staff shall be assigned to the project on an as-needed basis, as determined by project and technical management to represent the various functional and technical areas.

2.6.3.4 State project staff shall report to the Project Manager who shall act as a conduit to the awarded vendor.

3. SYSTEM REQUIREMENTS

3.1 VENDOR RESPONSE TO SYSTEM REQUIREMENTS

Vendors shall explain in sufficient detail how the vendor shall satisfy the Nevada Department of Wildlife project requirements described below. If subcontractors shall be used for any of the tasks, vendors shall indicate what tasks and the percentage of time subcontractor(s) shall spend on those tasks.

3.2 COMPUTING PLATFORM
The WSA should be fully functional with a standard mobile device, desktop, or laptop computer. Further, the WSA should be functional with or without an internet connection. A simple dashboard or review page allowing users to quickly review, edit, and export data from the field (export feature will be independent from formal submission to a cloud database) will be integrated into the software for the WSA. A desktop dashboard will allow more user more complex interactions with dataset.

3.3  TECHNICAL REQUIREMENTS

3.3.1  Vendors must provide a description and system, application, and process diagrams of the conceptual design or architecture of the proposed solution.

3.3.2  List and reference specific equipment, service providers, systems, and data management and application software being proposed.

3.3.3  The proposed solution must include redundancy in all major components. Adequate back-up resources are required to minimize any risk of system failure, and lost or corrupted data.

3.3.4  Vendors should describe exactly what redundancy and back-up is provided with the proposed system.

3.3.5  The system will require a degree of redundancy so that batch programs such as data backups may be performed without interruption or degradation of on-line system performance. System backups must be scheduled to run automatically.

3.3.6  All hardware, software, interfaces, system features and functions, materials, services, and any other subsystem provided by the contractor must be thoroughly and satisfactorily tested by the contractor prior to delivery to the State for inspection.

3.3.7  NDOW shall have a period of inspection and testing, as determined by NDOW, before NDOW will certify each deliverable acceptable and ready to be put into production. The period of time will vary depending on the service or product being tested. Inspection and testing periods for initial system design will be negotiated during final system design based on the awarded vendor’s proposed solution. Inspection and testing periods for any future system changes will be negotiated as part of the change management process. If any deliverable does not meet the requirements of the contract NDOW will notify the awarded vendor via email of noted system deficiencies.

3.3.8  Contractor will recommend options for fulfilling technical requirements that comply with State processes and abilities. Initially, State prefers to use Amazon Web Services to host the application and database but are open to other vendor suggestions.

3.3.9  NDOW employees use standard PC’s and laptops to conduct business and use the database.
3.3.10 WSA must be fully functional with a mobile device with or without an internet or cellular connection.

3.3.11 Data storage solution will use NDOW hosted ArcGIS Online Services for geospatial information.

3.3.12 Vendor must develop a process and plan for uploading and transferring existing data records into the system.

3.4 FUNCTIONAL REQUIREMENTS

3.4.1 General Functional Requirements

3.4.1.1 WSA should be optimized for a GPS-enabled mobile device.

3.4.1.2 User will enter pre-flight information like type of survey (ground or aerial), primary species of interest, observer, recorders, and pilot w/seat positioning in aircraft.

3.4.1.3 Track flight path with a polyline feature or tracklog.

3.4.1.4 Record independent waypoint for wildlife group observations.

3.4.1.5 Simple “tap” entry of sex and age-class information by species observed using a simple tally counter format (e.g., +/- 1, 5, 10, 20 animals).

3.4.1.6 Slight variations in classification of male age class by species (i.e., mule deer record 1 pt, 2 pt, 3 pt, or 4 pt+ bucks, mountain sheep record yearling, 2-3 year-old, 4-5 year-old, and 6+ rams, antelope records yearlings and adult bucks).

3.4.1.7 Record animal activity for each group observation.

3.4.1.8 Highlight records that may require additional QA/QC post-flight via command box/toggle within data entry screen.

3.4.1.9 Provide a post-flight data review portal and summary, as well as cloud-based data integration to relational database.

3.4.1.10 Running calculations of observed ratios (i.e., fawn/calf/lamb and buck/bull ratios) with variance.

3.4.1.11 Ability to preload polygons or polylines representing survey areas or transects.

3.4.1.12 Store georeferenced audio (required), images (optional), or video (optional).
3.4.1.13 Integrated topographic and imagery basemaps with ability to preload maps for use outside of cellular or wireless service.

3.4.2 Specific Functional Requirements based on NDOW Workflow

Below is a general description of NDOW’s anticipated workflow for data collection and review using the WSA. It is anticipated that the WSA will generally follow this workflow and features, but we may have additional suggestions to ensure this process is a streamlined, efficient, and intuitive as possible for all users. Minor changes to workflow, terminology, and attributes should be anticipated based on database design and vendor recommendations.

3.4.2.1 Wildlife Survey App Concept and Workflow

A. Screen 1 - Software Home Screen

- Include login/logout/password reset for App using appropriate credentials functionality when loading WSA;
- Include command options to “Start Survey”, “Resume Survey”, “Edit Survey”, and “View Survey Results.”

B. Screen 2 – Survey Type and Species

- Select type of survey: aerial survey, ground survey, point count;
- Select primary survey species: mule deer, bighorn sheep, elk, pronghorn antelope, mountain goat, moose;
- Select secondary species: horses, raptors, chukar, etc.

C. Screen 3 – Survey Details

- Populate Survey Date based on system information;
- Enter names and seating positions of observer(s), data recorder, and pilot;
- Select Hunt Unit Group from drop-down and enter reading from helicopter tachometer;
- Enter weather conditions;
- Provide option to pre-load a transect or plot to view in map mode;
- Provide option to turn-on flight path;
- Command box to “Start Survey.”

D. Screen 4 – Record Species Observation
• User will interact with a prominent command button of the primary species selected viewable in the center of the screen;
• A smaller, less prominent command buttons will be horizontally stacked for secondary species and available below the primary species button;
• An “Other” species command button should be available where user can select from a drop-down or type in a different species not identified as a primary or secondary target;
• The selection or activation of a species observation command button collects a waypoint and directs user to the Classification Page;
• The selection or activation of a species observation command button will activate voice recording. Voice recording will be related to the captured observation;
• Screen 4 will include a Map Viewer Command where user can toggle to a geospatial display of the active flight path and group observations from the active survey. The user may be able to “drop” a waypoint on the map representing a group observation, subsequently directing user to the Classification Page;
• Screen 4 will include an End Survey Command. This will take user to a summary page where observer can review or edit raw data, and see a summary of deer observed and resulting ratios (i.e., buck ratio: [total bucks/total does] *100, fawn ratio [total fawns/total does]*100).

E. Screen 5 – Classification of Sex and Age Structure in Group Observation

• Record Males – Record data with a tally counter with options for +/- 1, +/- 5, +/- 10, +/- 25 animals. The running count should be visible. Males of each big game species are classified slightly differently to capture age structure and these differences need to be accommodated here. For example, the data recorder will need to be able to record the number of 1-pt mule deer males, 2-pt mule deer males, and so on, with a tally counter visible for each point class;
• Record Females – Record data with a tally counter with options for +/- 1, +/- 5, +/- 10, +/- 25 animals;
• Record Juveniles – Record data with a tally counter with options for +/- 1, +/- 5, +/- 10, +/- 25 animals;
• Selection of an End Group command button will complete the group observation, return user to Page 4, and deactivate audio recording;
• Selection of a Clear Group command button will clear the active classification and prompt a subsequent pop-up box asking the user if they would like to delete the current waypoint or return to classification;
• Screen 5 will include a flag classification button. At the conclusion of the survey, “flagged” observations will be highlighted for post-flight QA/QC. The user may review audio recordings to ensure proper transcription of the group classification.

F. Screen 6 – Survey Summary

• Upon completion of the survey, user will be provided with a summary page including total number of groups observed, total number of animals observed, totals by sex and age, and resulting ratios (i.e., buck ratio: \[\frac{\text{total bucks}}{\text{total does}} \times 100\], fawn ratio \[\frac{\text{total fawns}}{\text{total does}} \times 100\]). The user may also be able to review these data by Hunt Unit or Hunt Unit Group, as identified on Screen 3.
• User may review “flagged” observations by listening to audio snippets related to the “flagged” observation and update recorded data if necessary.
• User will submit data to a web server and email a file containing raw data to an email of their choice.

3.4.2.2 Data Structure and Storage

A. Data will generally be stored in related tables containing survey details (i.e., who, what, when, where), classification data, flight path, and voice recording.

B. Database schema will be provided to the vendor during the initial stages of development for integration with NDOW databases.

C. Data will be stored in a web-based server allowing access from any internet connection.

3.4.2.3 Online Dashboard

A. User will have access to an online dashboard where they can interact with raw data and summaries from all completed surveys, filterable by year, species, or area.
B. In a geospatial environment, user may review flight paths and group locations of previous surveys.

C. User may export raw tabular data for further analyses or in a predefined report format for publication purposes.

D. Users may edit survey data associated with their login credentials.

3.5 SECURITY STANDARDS

3.5.1 System shall meet State security standards for transmission of personal information as outlined in NRS 205.4742 and NRS 603A.

3.5.2 Protection of sensitive information shall include the following:

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

3.5.2.2 Confidential personal data shall be encrypted.

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

3.5.2.4 Sensitive data shall be encrypted in all newly developed applications.

3.5.3 All information technology services and systems developed or acquired by agencies shall have documented security specifications that include an analysis of security risks and recommended controls (including access control systems and contingency plans).

3.5.4 Security requirements shall be developed at the same time system planners define the requirements of the system. Requirements shall permit updating security requirements as new threats/vulnerabilities are identified and/or new technologies implemented.

3.5.5 Security requirements and evaluation/test procedures shall be included in all solicitation documents and/or acquisition specifications.

3.5.6 Systems developed by either internal State or contracted system developers shall not include back doors, or other code that would cause or allow unauthorized access or manipulation of code or data.

3.5.7 Security specifications shall be developed by the system developer for approval by the agency owning the system at appropriate points of the system development or acquisition cycle.

3.5.8 All system development projects shall include a documented change control and approval process and shall address the security implications of all changes.
recommended and approved to a particular service or system. The responsible agency shall authorize all changes.

3.5.9 Application systems and information that become obsolete and no longer used shall be disposed of by appropriate procedures. The application and associated information shall be preserved, discarded, or destroyed in accordance with Electronic Record and Record Management requirements defined in NRS and NAC 239, Records Management.


3.5.10.1 Separate development, test and production environments shall be established on State systems.

3.5.10.2 Processes shall be documented and implemented to control the transfer of software from a development environment to a production environment. New hardware/software is not introduced into a production environment until it is fully tested and accepted by the State.

3.5.10.3 Development of software and tools shall be maintained on computer systems isolated from a production environment.

3.5.10.4 Access to compilers, editors and other system utilities shall be removed from production systems.

3.5.10.5 Controls shall be established to issue short-term access to development staff to correct problems with production systems allowing only necessary access.

3.5.10.6 Security requirements and controls shall be identified, incorporated in and verified throughout the planning, development, and testing phases of all software development projects. Security staff shall be included in all phases of the System Development Lifecycle (SDLC) from the requirement definitions phase through implementation phase.

4. SCOPE OF WORK

NDOW seeks to take advantage of emerging technologies, add intuitive functionality and integrate mobile functions to create a user-friendly solution for data collection during aerial surveys. The vendor will partner with a long-term solution.

The scope of work is broken down into tasks, activities and deliverables. The tasks and activities within this section are not necessarily listed in the order that they shall be completed. Vendors shall reflect within their proposal and preliminary project plan their recommended approach to scheduling and accomplishing all tasks and activities identified within this RFP.
All tasks performed by the awarded vendor may be reviewed by the QA monitor as well as State staff.

4.1 VENDOR RESPONSE TO SCOPE OF WORK

4.1.1 Within the proposal, vendors shall provide information regarding their approach to meeting the requirements described within Sections 4.4 through 4.7.

4.1.2 If subcontractors shall be used for any of the tasks, vendors shall indicate what tasks and the percentage of time subcontractor(s) shall spend on those tasks.

4.1.3 Vendor's response shall be limited to no more than five (5) pages per task not including appendices, samples and/or exhibits.

4.2 DELIVERABLE SUBMISSION AND REVIEW PROCESS

Once the detailed project plan is approved by the State, the following sections detail the process for submission and review of deliverables during the life of the project/contract.

4.2.1 General

4.2.1.1 The contractor shall provide one (1) electronic copy of each written deliverable to the appropriate State Project Manager as identified in the contract.

4.2.1.2 Once a deliverable is approved and accepted by the State, the contractor shall provide an electronic copy. The State may, at its discretion, waive this requirement for a particular deliverable.

4.2.1.3 The electronic copy shall be provided in software currently utilized by the agency or provided by the contractor.

4.2.1.4 Deliverables shall be evaluated by the State utilizing mutually agreed to acceptance/exit criteria.

4.2.2 Deliverable Submission

4.2.2.1 Prior to development and submission of each contract deliverable, a summary document containing a description of the format and content of each deliverable shall be delivered to the State Project Manager for review and approval. The summary document shall contain, at a minimum, the following:

A. Cover letter;

B. Table of Contents with a brief description of the content of each section;
C. Anticipated number of pages; and

D. Identification of appendices/exhibits.

4.2.2.2 The summary document shall contain an approval/rejection section that can be completed by the State. The summary document shall be returned to the contractor within a mutually agreed upon time frame.

4.2.2.3 Deliverables shall be developed by the contractor according to the approved format and content of the summary document for each specific deliverable.

4.2.2.4 At a mutually agreed to meeting, on or before the time of delivery to the State, the contractor shall provide a walkthrough of each deliverable.

4.2.2.5 Deliverables shall be submitted no later than 5:00 PM, per the approved contract deliverable schedule and shall be accompanied by a deliverable sign-off form (refer to Attachment F) with the appropriate sections completed by the contractor.

4.2.3 Deliverable Review

4.2.3.1 General

A. The State’s review time begins on the next working day following receipt of the deliverable.

B. The State’s review time shall be determined by the approved and accepted detailed project plan and the approved contract.

C. The State has up to five (5) working days to determine if a deliverable is complete and ready for review. Unless otherwise negotiated, this is part of the State’s review time.

D. Any subsequent deliverable dependent upon the State’s acceptance of a prior deliverable shall not be accepted for review until all issues related to the previous deliverable have been resolved.

E. Deliverables determined to be incomplete and/or unacceptable for review shall be rejected, not considered delivered and returned to the contractor.

F. After review of a deliverable, the State shall return to the contractor the project deliverable sign-off form with the deliverable submission and review history section completed.

4.2.3.2 Accepted
A. If the deliverable is accepted, the original deliverable sign-off form signed by the appropriate State representatives shall be returned to the contractor.

B. Once the contractor receives the original deliverable sign-off form, the State can then be invoiced for the deliverable *(refer to Section 7, Financial).*

4.2.3.3 Comments/Revisions Requested by the State

If the State has comments and/or revisions to a deliverable, the following shall be provided to the contractor:

A. The original deliverable sign-off form with an updated entry to the deliverable submission and review history section.

B. Attached to the deliverable sign-off form shall be a detailed explanation of the revisions to be made and/or a marked up copy of the deliverable.

C. The State’s first review and return with comments shall be completed within the times specified in the contract.

D. The contractor shall have five (5) working days, unless otherwise mutually agreed to, for review, acceptance and/or rejection of the State’s comments.

E. A meeting to resolve outstanding issues shall be completed within three (3) working days after completion of the contractor’s review or a mutually agreed upon time frame.

F. Agreements made during meetings to resolve issues shall be documented separately.

G. Once an agreement is reached regarding changes, the contractor shall incorporate them into the deliverable for resubmission to the State.

H. All changes shall be easily identifiable by the State.

I. Resubmission of the deliverable shall occur within five (5) working days or a mutually agreed upon time frame of the resolution of any outstanding issues.

J. The resubmitted deliverable shall be accompanied by the original deliverable sign-off form.

K. This review process continues until all issues have been resolved within a mutually agreed upon time frame.
L. During the re-review process, the State may only comment on the original exceptions noted.

M. All other items not originally commented on are considered to be accepted by the State.

N. Once all revisions have been accepted, the original deliverable sign-off form signed by the appropriate State representatives shall be returned to the contractor.

O. The contractor shall provide one (1) updated and complete master paper copy of each deliverable after approval and acceptance by the State.

P. Once the contractor receives the original deliverable sign-off form, the State can then be invoiced for the deliverable (refer to Section 7, Financial).

4.2.3.4 Rejected, Not Considered Delivered

If the State considers a deliverable not ready for review, the following shall be returned to the contractor:

A. The original deliverable sign-off form with an updated entry to the deliverable submission and review history section.

B. The original deliverable and all copies with a written explanation as to why the deliverable is being rejected, not considered delivered.

C. The contractor shall have five (5) working days, unless otherwise mutually agreed to, for review, acceptance and/or rejection of the State’s comments.

D. A meeting to discuss the State’s position regarding the rejection of the deliverable shall be completed within three (3) working days after completion of the contractor’s review or a mutually agreed upon time frame.

E. Resubmission of the deliverable shall occur within a mutually agreed upon time frame.

F. The resubmitted deliverable shall be accompanied by the original deliverable sign-off form.

G. Upon resubmission of the completed deliverable, the State shall follow the steps outlined in Section 4.2.3.2, Accepted, or Section 4.2.3.3, Comments/Revisions Requested by the State.
4.3 PROJECT KICK OFF MEETING

A project kick off meeting shall be held with representatives from the State and the contractor after contract approval and prior to work performed. The contractor will provide the Department with a project timeline, including targeted application development milestones, and a draft concept and workflow of the WSA within two weeks of the conclusion of the meeting. Items to be covered in the kickoff meeting shall include, but not be limited to:

4.3.1 Review and finalize project objectives and development plan, to include data needs, general database workflows, user-stories, wire-frames, and other items as recommended to ensure vendor and the State have a mutual understanding of final product requirements;

4.3.2 Deliverable review process;

4.3.3 Determining format and protocol for project status meetings;

4.3.4 Setting the schedule for meetings between representatives from the State and the contractor to develop the detailed project plan;

4.3.5 Defining lines of communication and reporting relationships;

4.3.6 Pinpointing high-risk or problem areas; and

4.3.7 Issue resolution process.

4.4 PLANNING AND ADMINISTRATION

4.4.1 Objective

The objective of this task is to ensure that adequate planning and project management are dedicated to this project.

4.4.2 Activities

The awarded vendor shall:

4.4.2.1 Work with the State to provide a detailed project plan with fixed deadlines to include, but not be limited to:

A. Project schedule including tasks, activities, activity duration, sequencing and dependencies;

B. Project work plan for each deliverable, including a work breakdown structure;

C. Completion date of each task;
D. Project milestones;

E. Entrance and exit criteria for specific project milestones; and

F. Project organization including a resource plan defining roles and responsibilities for the awarded vendor, subcontractors (if applicable) and State.

4.4.2.2 Provide written monthly project status reports delivered to State project management by the third (3rd) working day following the end of each reporting period. The format shall be approved by the State prior to issuance of the first monthly project status report. The status reports shall include, but not be limited to the following:

A. Overall completion status of the project in terms of the State approved project work plan and deliverable schedule;

B. Accomplishments during the period;

C. Problems encountered and proposed/actual resolutions;

D. What is to be accomplished during the next reporting period;

E. Issues that need to be addressed, including contractual;

F. Quality Assurance status;

G. Identification of schedule slippage and strategy for resolution; and

H. State resources required for activities during the next time period.

4.4.2.3 Develop a quality assurance plan including, but not limited to, the methodology for maintaining quality of the code, workmanship, project schedules and subcontractor(s) activities.

4.4.2.4 Develop a Change Management Plan and Control Procedures and present it to the State for acceptance. This plan shall be used by the vendor and the State in the design, specification, construction, implementation and support of the system.

4.4.2.5 The State shall perform a Post Implementation Evaluation Review (PIER) approximately six (6) months after full implementation and State acceptance of all deliverables. The awarded vendor’s Project Manager shall be required to participate on site for a period of not to exceed two (2) days.

4.4.3 Deliverables
### 4.4 PLANNING AND ADMINISTRATION DELIVERABLES

<table>
<thead>
<tr>
<th>DELIVERABLE NUMBER</th>
<th>DESCRIPTION OF DELIVERABLE</th>
<th>ACTIVITY</th>
<th>STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.4.3.1</td>
<td>Detailed Project Plan</td>
<td>4.4.2.1</td>
<td>10</td>
</tr>
<tr>
<td>4.4.3.2</td>
<td>Written Monthly Project Status Report</td>
<td>4.4.2.2</td>
<td>2</td>
</tr>
<tr>
<td>4.4.3.3</td>
<td>Quality Assurance Plan</td>
<td>4.4.2.3</td>
<td>5</td>
</tr>
<tr>
<td>4.4.3.4</td>
<td>Change Management Plan</td>
<td>4.4.2.4</td>
<td>5</td>
</tr>
<tr>
<td>4.4.3.5</td>
<td>Post Implementation Evaluation Review</td>
<td>4.4.2.5</td>
<td>5</td>
</tr>
</tbody>
</table>

### 4.5 WSA DEVELOPMENT AND BETA TESTING

#### 4.5.1 Objective

The objective of this task is for the Vendor to develop and produce a fully-functioning mobile-based data collection application that is based on and fulfills the requirements of this RFP (including the stated system and functional requirements listed above) and findings resulting from the completion of Section 4.4, Planning and Administration.

#### 4.5.2 Activities

The awarded vendor shall:

4.5.2.1 Vendor will develop and deliver milestones of the product initially every two (2) weeks for NDOW review, team discussion, and approval.

4.5.2.2 Vendor and NDOW will participate in a planning meeting every subsequent two weeks, to align with development to meet project milestones, to review progress, discuss future WSA milestones, and upcoming work schedules for the following two weeks. Length of time between planning meetings will be adjustable based on deliverables. Adjusted length of time will be mutually agreed upon by the Vendor and NDOW.

4.5.2.3 Create and deliver all components of the beta version of the mobile-based data collection application described in this RFP and Section 4.4, Planning and Administration.

4.5.2.4 The final deliverable will consist of the beta version of the mobile-based data collection described in this RFP, Section 4.4, Planning and Administration, and the accepted contract.

#### 4.5.3 Deliverables
4.5 WSA DEVELOPMENT & BETA TESTING

<table>
<thead>
<tr>
<th>DELIVERABLE NUMBER</th>
<th>DESCRIPTION OF DELIVERABLE</th>
<th>ACTIVITY</th>
<th>STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.5.3.1</td>
<td>Develop and deliver milestones of product</td>
<td>4.5.2.1</td>
<td>5</td>
</tr>
<tr>
<td>4.5.3.2</td>
<td>Planning meetings</td>
<td>4.5.2.2</td>
<td>1</td>
</tr>
<tr>
<td>4.5.3.4</td>
<td>Beta version of mobile based data collection</td>
<td>4.5.2.4</td>
<td>15</td>
</tr>
</tbody>
</table>

4.6 APP DEPLOYMENT

4.6.1 Objective

The objective of this task is to incorporate improvements identified by NDOW during Beta testing and officially “launch” the WSA to all NDOW personnel participating in aerial survey of wildlife.

4.6.2 Activities

4.6.2.1 NDOW will provide the Vendor a detailed list of errors and improvements required for WSA Deployment. Following resolution of errors and improvements, Vendor will create and implement a deployment plan that will include a mutually agreed upon schedule for resolving database error.

4.6.2.2 Vendor will ensure an initial list of WSA Users, provided by NDOW, have access to the WSA and Dashboard.

4.6.2.3 Deployment will be a soft-launch for 30-days where errors, if found, will be resolved by Vendor by the end of the Deployment phase. After 30-days of soft-launch deployment, all errors discovered by NDOW must be resolved by Vendor.

4.6.2.4 Successful launch and deployment of WSA to NDOW in accordance with project timeline. Final product must be released for full integration with aerial surveys beginning in fall 2020, unless a different release date is mutually agreed upon by NDOW and Vendor.

4.6.3 Deliverables

4.6.3.1 Create and implement deployment plan

<table>
<thead>
<tr>
<th>DELIVERABLE NUMBER</th>
<th>DESCRIPTION OF DELIVERABLE</th>
<th>ACTIVITY</th>
<th>STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.6.3.1</td>
<td>Create and implement deployment plan</td>
<td>4.6.2.1</td>
<td>5</td>
</tr>
</tbody>
</table>
4.6  APP DEPLOYMENT

| 4.6.3.2 | Ensure initial list of users have access to system | 4.6.2.2 | 2 |
| 4.6.3.3 | Soft-launch deployment, error discovery/reporting, and implementation of error-resolution processes | 4.6.2.3 | 30 |
| 4.6.3.4 | Final deployment of product | 4.6.2.4 | 1 |

4.7  MAINTENANCE AND SUPPORT

4.7.1  Objective

The objective of this task is for the Vendor to ensure long-term support of the WSA.

4.7.2  Activities

4.7.2.1  Vendor will develop and implement a maintenance plan for the WSA. Maintenance plan must be reviewed and approved by NDOW to be considered complete. Vendor will recommend maintenance activities and timelines for review and approval by NDOW. Maintenance plan will include performance standards and timelines for correcting errors or crashes.

4.7.2.2  Final maintenance plan, and implementation of that plan, will begin immediately after the WSA Deployment phase ends. Vendor and NDOW will have the option to renew contract (to include maintenance activities) for up to two two-year periods. Successful completion of this deliverable includes full execution of maintenance plan and adherence to performance standards.

4.7.3  Deliverables

| 4.7.3.1 | Develop and implement maintenance plan | 4.7.2.1 | 10 |
| 4.7.3.2 | Full execution of maintenance plan and adherence to performance standards | 4.7.2.2 | 5 |

5.  COMPANY BACKGROUND AND REFERENCES
5.1 VENDOR INFORMATION

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

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company name:</td>
<td></td>
</tr>
<tr>
<td>Ownership (sole proprietor, partnership, etc.):</td>
<td></td>
</tr>
<tr>
<td>State of incorporation:</td>
<td></td>
</tr>
<tr>
<td>Date of incorporation:</td>
<td></td>
</tr>
<tr>
<td># of years in business:</td>
<td></td>
</tr>
<tr>
<td>List of top officers:</td>
<td></td>
</tr>
<tr>
<td>Location of company headquarters, including City and State:</td>
<td></td>
</tr>
<tr>
<td>Location(s) of the office that shall provide the services described in this RFP:</td>
<td></td>
</tr>
<tr>
<td>Number of employees locally with the expertise to support the requirements identified in this RFP:</td>
<td></td>
</tr>
<tr>
<td>Number of employees nationally with the expertise to support the requirements in this RFP:</td>
<td></td>
</tr>
<tr>
<td>Location(s) from which employees shall be assigned for this project:</td>
<td></td>
</tr>
</tbody>
</table>

5.1.2 **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.

5.1.3 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](http://nvsos.gov).

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nevada Business License Number:</td>
<td></td>
</tr>
<tr>
<td>Legal Entity Name:</td>
<td></td>
</tr>
</tbody>
</table>

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

Yes | No

If “No”, provide explanation.

5.1.4 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.
5.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes  No

If “Yes”, complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of State agency:</td>
<td></td>
</tr>
<tr>
<td>State agency contact name:</td>
<td></td>
</tr>
<tr>
<td>Dates when services were performed:</td>
<td></td>
</tr>
<tr>
<td>Type of duties performed:</td>
<td></td>
</tr>
<tr>
<td>Total dollar value of the contract:</td>
<td></td>
</tr>
</tbody>
</table>

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

Yes  No

If “Yes”, please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person 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.

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

Does any of the above apply to your company?

Yes  No

If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of alleged contract failure or breach:</td>
<td></td>
</tr>
<tr>
<td>Parties involved:</td>
<td></td>
</tr>
<tr>
<td>Question</td>
<td>Response</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Description of the contract failure, contract breach, litigation, or investigation, including the products or services involved:</td>
<td></td>
</tr>
<tr>
<td>Amount in controversy:</td>
<td></td>
</tr>
<tr>
<td>Resolution or current status of the dispute:</td>
<td></td>
</tr>
<tr>
<td>If the matter has resulted in a court case:</td>
<td>Court</td>
</tr>
<tr>
<td>Status of the litigation:</td>
<td>Case Number</td>
</tr>
</tbody>
</table>

5.1.8 Vendors shall review and provide if awarded a contract the insurance requirements as specified in *Attachment D, Insurance Schedule for RFP WSA #20-001*.

5.1.9 Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.

5.1.10 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.

5.1.11 Financial information and documentation to be included in accordance with *Section 10.5, Part III – Confidential Financial Information*.

  5.1.11.1 Dun and Bradstreet Number

  5.1.11.2 Federal Tax Identification Number

5.2 **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.

5.2.1 Does this proposal include the use of subcontractors?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

If “Yes”, vendor shall:

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

  5.2.1.2 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).

5.2.1.3 Provide the same information for any proposed subcontractors as requested in Section 5.1, Vendor Information.

5.2.1.4 Business references as specified in Section 5.3, Business References shall be provided for any proposed subcontractors.

5.2.1.5 Provide the same information for any proposed subcontractor staff as specified in Section 5.4, Vendor Staff Skills and Experience Required.

5.2.1.6 Staff resumes for any proposed subcontractors as specified in Section 5.5, Vendor Staff Resumes.

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

5.2.1.8 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 5.2, Subcontractor Information. The vendor shall receive agency approval prior to subcontractor commencing work.

5.2.1.9 All subcontractor employees assigned to the project shall be authorized to work in this country.

5.3 BUSINESS REFERENCES

5.3.1 Vendors shall provide a minimum of three (3) business references from similar projects performed for private and/or public sector clients within the last five (5) years.

5.3.2 Business references shall show a proven ability of:

5.3.2.1 Developing, designing, implementing and/or transferring a large scale application with public and/or private sectors;

5.3.2.2 Developing and executing a comprehensive application test plan;

5.3.2.3 Experience with comprehensive project management;

5.3.2.4 Experience with managing subcontractors (if the use of subcontractors is intended); and
5.3.2.5 Development and execution of a comprehensive project management plan.

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

5.3.4 It is the vendor’s responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in Section 9, 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.

5.3.5 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

5.4 VENDOR STAFF SKILLS AND EXPERIENCE REQUIRED

The vendor shall provide qualified personnel to perform the work necessary to accomplish the tasks defined in Section 4, Scope of Work. The State shall approve all awarded vendor resources. The State reserves the right to require the removal of any member of the awarded vendor's staff from the project.

5.4.1 Project Manager Qualifications

The Project Manager assigned by the awarded vendor to the engagement shall have:

5.4.1.1 A minimum of four (4) years of project management experience, within the last ten (10) years, in government or the private sector;

5.4.1.2 A minimum of three (3) years of experience, within the last ten (10) years, managing systems architecture and development projects;

5.4.1.3 A minimum of two (2) years of experience with systems analysis and design;

5.4.1.4 A minimum of two (2) years of experience with systems development and implementation;

5.4.1.5 Completed at least one (1) project within the past three (3) years that involved designing business processes and procedures and developing new systems to support the new business processes; and

5.4.1.6 Completed at least one (1) project within the past three (3) years that involved communication and coordination of activities with external stakeholders.

5.4.2 Technical Lead Qualifications

The technical lead assigned by the awarded vendor shall have:
5.4.2.1 A minimum of four (4) years of experience in systems development, design and programming of automated systems;

5.4.2.2 A minimum of four (4) years of experience developing systems using a relational database;

5.4.2.3 A minimum of two (2) years of experience developing Internet applications;

5.4.2.4 A minimum of two (2) years of experience managing systems architecture and systems development projects; and

5.4.2.5 Completed at least (1) project within the past three (3) years that involved conducting a pilot implementation and determining the readiness of the system production.

5.4.3 Implementation Lead Qualifications

The implementation lead assigned by the awarded vendor shall have:

5.4.3.1 A minimum of three (3) years of experience managing the implementation of new business processes and procedures and new automated systems to support the new business processes;

5.4.3.2 A minimum of two (2) years of experience managing the implementation of Internet applications;

5.4.3.3 Completed at least one (1) project within the past three (3) years that involved the procurement, receipt and make ready of computer equipment and software; and

5.4.3.4 Completed at least one (1) project within the past three (3) years that involved a phased implementation where systems activities were coordinated between the old and new system environments.

5.4.4 Individual Team Member Qualifications

Each member of the awarded vendor's project team shall meet at least one (1) of the qualifications below. In addition, the aggregation of the individual qualifications of the team members shall cumulatively meet all of the following requirements. These requirements are:

5.4.4.1 Two (2) years of experience within the last five (5) years analyzing and modeling business processes;

5.4.4.2 Two (2) years of experience within the last five (5) years designing online interfaces using the tools proposed for this project;
5.4.4.3 Three (3) years of experience within the last five (5) years developing systems using the relational database proposed for this project;

5.4.4.4 Three (3) years of experience within the last five (5) years developing system to system interfaces;

5.4.4.5 Three (3) years of experience within the last five years developing secure Internet applications using the tools proposed for this project; and

5.4.4.6 Completed at least one (1) project within the past three (3) years that involved development of course outlines and materials and organizing and conducting classes to support the implementation of new business processes and systems.

5.5 VENDOR STAFF RESUMES

A resume shall be completed for each proposed individual on the State format provided in Attachment H, Proposed Staff Resume, including identification of key personnel per Section 12.3.16, Key Personnel.

5.6 PRELIMINARY PROJECT PLAN

5.6.1 Vendors shall submit a preliminary project plan as part of the proposal, including, but not limited to:

5.6.1.1 Gantt charts that show all proposed project activities;

5.6.1.2 Planning methodologies;

5.6.1.3 Milestones;

5.6.1.4 Task conflicts and/or interdependencies;

5.6.1.5 Estimated time frame for each task identified in Section 4, Scope of Work; and

5.6.1.6 Overall estimated time frame from project start to completion for both vendor and State activities, including strategies to avoid schedule slippage.

5.6.2 Vendors shall provide a written plan addressing the roles and responsibilities and method of communication between the contractor and any subcontractor(s).

5.6.3 The preliminary project plan shall be incorporated into the contract.

5.6.4 The first project deliverable is the finalized detailed project plan that shall include fixed deliverable due dates for all subsequent project tasks as defined in Section 4,
**Scope of Work.** The contract shall be amended to include the State approved detailed project plan.

5.6.5 Vendors shall identify all potential risks associated with the project, their proposed plan to mitigate the potential risks and include recommended strategies for managing those risks.

5.6.6 Vendors shall provide information on the staff that shall be located onsite in Reno. If staff shall be located at remote locations, vendors shall include specific information on plans to accommodate the exchange of information and transfer of technical and procedural knowledge. The State encourages alternate methods of communication other than in person meetings, such as transmission of documents via email and teleconferencing, as appropriate.

5.7 **PROJECT MANAGEMENT**

Vendors shall describe the project management methodology and processes utilized for:

5.7.1 Project integration to ensure that the various elements of the project are properly coordinated;

5.7.2 Project scope to ensure that the project includes all the work required and only the work required to complete the project successfully;

5.7.3 Time management to ensure timely completion of the project. Include defining activities, estimating activity duration, developing and controlling the project schedule;

5.7.4 Management of contractor and/or subcontractor issues and resolution process;

5.7.5 Responding to and covering requested changes in the project time frames;

5.7.6 Responding to State generated issues;

5.7.7 Cost management to ensure that the project is completed within the approved budget. Include resource planning, cost estimating, cost budgeting and cost control;

5.7.8 Resource management to ensure the most effective use of people involved in the project including subcontractors;

5.7.9 Communications management to ensure effective information generation, documentation, storage, transmission and disposal of project information; and

5.7.10 Risk management to ensure that risks are identified, planned for, analyzed, communicated and acted upon effectively.

5.8 **QUALITY ASSURANCE**
Vendors shall describe the quality assurance methodology and processes utilized to ensure that the project shall satisfy State requirements as outlined in Section 4, Scope of Work of this RFP.

5.9 METRICS MANAGEMENT

Vendors shall describe the metrics management methodology and processes utilized to satisfy State requirements as outlined in Section 4, Scope of Work of this RFP. The methodology shall include the metrics captured and how they are tracked and measured.

5.10 DESIGN AND DEVELOPMENT PROCESSES

Vendors shall describe the methodology, processes and tools utilized for:

5.10.1 Analyzing potential solutions, including identifying alternatives for evaluation in addition to those suggested by the State;

5.10.2 Developing a detailed operational concept of the interaction of the system, the user and the environment that satisfies the operational need;

5.10.3 Identifying the key design issues that shall be resolved to support successful development of the system; and

5.10.4 Integrating the disciplines that are essential to system functional requirements definition.

5.11 CONFIGURATION MANAGEMENT

Vendors shall describe the methodology, processes and tools utilized for:

5.11.1 Control of changes to requirements, design and code;

5.11.2 Control of interface changes;

5.11.3 Traceability of requirements, design and code;

5.11.4 Tools to help control versions and builds;

5.11.5 Parameters established for regression testing;

5.11.6 Baselines established for tools, change log and modules;

5.11.7 Documentation of the change request process including check in/out, review and regular testing;

5.11.8 Documentation of the change control board and change proposal process; and

5.11.9 Change log that tracks open/closed change requests.
5.12 PEER REVIEW MANAGEMENT

Vendors shall describe the methodology, processes and tools utilized for:

5.12.1 Peer reviews conducted for design, code and test cases;
5.12.2 Number of types of people normally involved in peer reviews;
5.12.3 Types of procedures and checklists utilized;
5.12.4 Types of statistics compiled on the type, severity and location of errors; and
5.12.5 How errors are tracked to closure.

5.13 PROJECT SOFTWARE TOOLS

5.13.1 Vendors shall describe any software tools and equipment resources to be utilized during the course of the project including minimum hardware requirements and compatibility with existing computing resources as described in Section 2.4, Project Software.

5.13.2 Costs and training associated with the project software tools identified shall be included in Attachment I, Project Costs.

6. PROJECT COSTS

The Cost Schedules to be completed for this RFP are embedded as an Excel spreadsheet in Attachment I, Project Costs.

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.

6.1 COST SCHEDULES

The cost for each deliverable shall be complete and include all expenses, including travel, per diem and out-of-pocket expenses as well as administrative and/or overhead expenses. Each table in the Excel spreadsheet in Attachment I, Project Costs shall be completed and detailed backup shall be provided for all cost schedules completed.

6.1.1 Detailed Deliverable Cost Schedules

6.1.1.1 The schedules have been set up so that the sub-total from each deliverable cost schedule shall automatically be transferred to the summary table in Section 6.1.7, Summary Schedule of Project Costs (refer to Attachment I, Project Costs).

However, it is ultimately the proposer’s responsibility to make sure that all totals are correctly transferred to the summary table in Section
6.1.7, **Summary Schedule of Project Costs (refer to Attachment I, Project Costs)** prior to submitting their cost proposal.

### 6.1.2 Development and Data Conversion Environments

Proposers shall identify costs for any hardware and/or software proposed for the Development and Data Conversion Environments, as follows:

#### 6.1.2.1

The schedule has been set up so that the sub-total from this cost schedule shall automatically be transferred to the summary table in Section 6.1.7, **Summary Schedule of Project Costs (refer to Attachment I, Project Costs)**.

It is ultimately the proposer’s responsibility to make sure that all totals are correctly transferred to the summary table in Section 6.1.7, **Summary Schedule of Project Costs (refer to Attachment I, Project Costs)** prior to submitting their cost proposal.

#### 6.1.2.2

Proposers shall provide a detailed description and cost for each proposed item.

#### 6.1.2.3

The State reserves the right not to accept the proposed hardware and/or software.

#### 6.1.2.4

Costs for specific licenses shall be provided.

#### 6.1.2.5

The State reserves the right not to purchase the proposed hardware and/or software from the successful proposer.

### 6.1.3 Integration, System Test and UAT Environments

Proposers shall identify costs for any hardware and/or software proposed for the Integration, System Test and UAT Environments, as follows:

#### 6.1.3.1

The schedule has been set up so that the sub-total from this cost schedule shall automatically be transferred to the summary table in Section 6.1.7, **Summary Schedule of Project Costs (refer to Attachment I, Project Costs)**.

It is ultimately the proposer’s responsibility to make sure that all totals are correctly transferred to the summary table in Section 6.1.7, **Summary Schedule of Project Costs (refer to Attachment I, Project Costs)** prior to submitting their cost proposal.

#### 6.1.3.2

Proposers shall provide a detailed description and cost for each proposed item.
6.1.3.3 The State reserves the right not to accept the proposed hardware and/or software.

6.1.3.4 Costs for specific licenses shall be provided.

6.1.3.5 The State reserves the right not to purchase the proposed hardware and/or software from the successful proposer.

6.1.4 Training Environment

Proposers shall identify costs for any hardware and/or software proposed for the Training Environment, as follows:

6.1.4.1 The schedule has been set up so that the sub-total from this cost schedule shall automatically be transferred to the summary table in Section 6.1.7, Summary Schedule of Project Costs (refer to Attachment I, Project Costs).

It is ultimately the proposer’s responsibility to make sure that all totals are correctly transferred to the summary table in Section 6.1.7, Summary Schedule of Project Costs (refer to Attachment I, Project Costs) prior to submitting their cost proposal.

6.1.4.2 Proposers shall provide a detailed description and cost for each proposed item.

6.1.4.3 The State reserves the right not to accept the proposed hardware and/or software.

6.1.4.4 Costs for specific licenses shall be provided.

6.1.4.5 The State reserves the right not to purchase the proposed hardware and/or software from the successful proposer.

6.1.5 Production Environment

Proposers shall identify costs for any hardware and/or software proposed for the Production Environments, as follows:

6.1.5.1 The schedule has been set up so that the sub-total from this cost schedule shall automatically be transferred to the summary table in Section 6.1.7, Summary Schedule of Project Costs (refer to Attachment I, Project Costs).

It is ultimately the proposer’s responsibility to make sure that all totals are correctly transferred to the summary table in Section 6.1.7, Summary Schedule of Project Costs (refer to Attachment I, Project Costs) prior to submitting their cost proposal.
6.1.5.2 Proposers shall provide a detailed description and cost for each proposed item.

6.1.5.3 The State reserves the right not to accept the proposed hardware and/or software.

6.1.5.4 Costs for specific licenses shall be provided.

6.1.5.5 The State reserves the right not to purchase the proposed hardware and/or software from the successful proposer.

6.1.6 Other Associated Costs

Proposers shall identify any other costs not covered on the Detailed Deliverable Cost Schedules and/or the cost schedules for any hardware and/or software proposed, as follows:

6.1.6.1 The schedule has been set up so that the sub-total from this cost schedule shall automatically be transferred to the summary table in Section 6.1.7, Summary Schedule of Project Costs (refer to Attachment I, Project Costs).

It is ultimately the proposer’s responsibility to make sure that all totals are correctly transferred to the summary table in Section 6.1.7, Summary Schedule of Project Costs (refer to Attachment I, Project Costs) prior to submitting their cost proposal.

6.1.6.2 Proposers shall provide detailed information for each item identified.

6.1.7 Summary Schedule of Project Costs

Proposers shall make sure that all totals from the Detailed Deliverable Cost Schedules, the cost schedules for any hardware and/or software proposed and other associated costs are transferred to Section 6.1.7, Summary Schedule of Project Costs (refer to Attachment I, Project Costs).

6.1.8 Hourly Rate Schedule for Change Orders

6.1.8.1 Prices quoted for change orders/regulatory changes shall remain in effect for six (6) months after State acceptance of the successfully implemented system.

6.1.8.2 Proposers shall provide firm, fixed hourly rates for change orders/regulatory changes, including updated documentation.

6.1.8.3 Proposers shall provide a firm, fixed hourly rate for each staff classification identified on the project. Proposers shall not provide a single compilation rate.
6.1.9 Annual Product Licensing and Maintenance Schedule

6.1.9.1 Proposers shall provide a three (3) year fee schedule with the following information:

A. Listing of each product;
B. Original project proposed price;
C. Annual licensing fee, if applicable;
D. Annual maintenance fee; and
E. Percentages of the original amount for each fee.

7. **FINANCIAL**

7.1 **PAYMENT**

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

7.1.2 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.

7.2 **BILLING**

7.2.1 There shall be no advance payment for services furnished by a contractor pursuant to the executed contract.

7.2.2 Payment for services shall only be made after completed deliverables are received, reviewed and accepted in writing by the State.

7.2.3 The vendor shall bill the State as outlined in the approved contract and/or deliverable payment schedule.

7.2.4 Each billing shall consist of an invoice and a copy of the State-approved deliverable sign-off form.

7.2.5 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 this method of payment.

7.3 **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.

7.4 HOLD BACKS

7.4.1 The State shall pay all invoiced amounts, less a 10% hold back, following receipt of the invoice and a fully completed project deliverable sign-off form.

7.4.2 The distribution of the hold backs shall be negotiated with the contractor.

7.4.3 Actual payment of hold backs shall be made with the approval of the Project Manager.

8. WRITTEN QUESTIONS AND ANSWERS

The Purchasing Division shall accept questions and/or comments in writing regarding this RFP as noted below:

8.1 QUESTIONS AND ANSWERS

8.1.1 All questions regarding this RFP should be submitted to Nancy Camarena at ncamarena@ndow.org.

8.1.2 The deadline for submitting questions is as specified in Section 9, RFP Timeline.

8.1.3 All questions and/or comments shall be addressed by email to Nancy Camarena at ncamarena@ndow.org. If questions and answers require a material change to the Bid Solicitation, an Amendment will be completed, and you will receive email notification.

9. 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.

<table>
<thead>
<tr>
<th>Task</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deadline for submitting questions</td>
<td>09/23/2019 @ 12:00 PM</td>
</tr>
<tr>
<td>Answers posted to website</td>
<td>On or about 09/26/2019</td>
</tr>
<tr>
<td>Deadline for submittal of Reference Questionnaires</td>
<td>No later than 4:30 PM on 10/11/2019</td>
</tr>
<tr>
<td>Deadline for submission and opening of proposals</td>
<td>No later than 2:00 PM on 10/14/2019</td>
</tr>
<tr>
<td>Evaluation period (approximate time frame)</td>
<td>10/15/2019 – 10/22/2019</td>
</tr>
<tr>
<td>Selection of vendor</td>
<td>On or about 10/23/2019</td>
</tr>
</tbody>
</table>
10. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

10.1 GENERAL SUBMISSION REQUIREMENTS

10.1.1 Vendors shall submit their proposals either by mail to 6980 Sierra Center Parkway, Suite 120, Reno, Nevada 89511 Attention: Nancy Camarena or email to ncamarena@ndow.org, in accordance with the instructions below and on or before the submission deadline as stated in Section 9, RFP Timeline.

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

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

10.1.2 The Quote/Proposal shall contain a maximum of four (4) attachments which may include:

10.1.2.1 Technical Proposal
10.1.2.2 Confidential Technical (if applicable)
10.1.2.3 Cost Proposal (if applicable)
10.1.2.4 Confidential Financial (if applicable)

10.1.3 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 response qualifies as “confidential” per NRS 333.020 (5) (b).

10.1.4 If complete responses cannot be provided without referencing confidential information, such confidential information shall be provided in accordance with Section 10.3, Part IB – Confidential Technical Proposal and Section 10.5, Part III Confidential Financial Information.

10.1.5 Specific references made to the section, page, and 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 10.6, Confidentiality of Proposals.

10.1.6 Proposals that do not comply with the requirements may be deemed non-responsive and rejected at the State’s discretion.
10.1.7 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.

10.1.8 Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Nevada Department of Wildlife designee as soon as possible and at least two (2) days in advance of the opening.

10.1.9 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.

10.1.10 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 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.

10.1.11 For purposes of addressing questions concerning this RFP, the sole contact shall be the Nevada Department of Wildlife 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.

10.1.12 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 Nevada Department of Wildlife, in writing, as soon as possible, so that corrective addenda may be furnished by the Nevada Department of Wildlife in a timely manner to all vendors.

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

10.1.14 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.

10.2 **PART IA – TECHNICAL PROPOSAL**
10.2.1 The Technical Proposal shall not include cost and/or pricing information. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.

10.2.2 Vendors shall provide one (1) Technical Proposal on the Attachments tab that includes the following:

10.2.2.1 Section I – Title Page with the following information:

<table>
<thead>
<tr>
<th>Part IA – Technical Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Title:</td>
</tr>
<tr>
<td>RFP:</td>
</tr>
<tr>
<td>Vendor Name:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Opening Date:</td>
</tr>
<tr>
<td>Opening Time:</td>
</tr>
</tbody>
</table>

10.2.2.2 Section II – Table of Contents

An accurate and updated table of contents shall be provided.

10.2.2.3 Section III – Vendor Information Sheet

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

10.2.2.4 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 J – 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.

10.2.2.5 Section V – Scope of Work
Vendors shall place their written response(s) to *Section 4, Scope of Work* in **bold/italics** immediately following the applicable RFP question, statement and/or section.

10.2.2.6 Section VI– Company Background and References

Vendors shall place their written response(s) to *Section 3, Company Background and References* in **bold/italics** immediately following the applicable RFP question, statement and/or section. This section shall also include the requested information in *Section 5.2, Subcontractor Information*, if applicable.

10.2.2.7 Section VII – Proposed Staff Resume(s)

A. Vendors shall include all proposed staff resumes per *Section 5.5, Vendor Staff Resumes* in this section.

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

10.2.2.8 Section VIII – Other Informational Material

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

10.3 PART IB – CONFIDENTIAL TECHNICAL PROPOSAL

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

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

10.3.2.1 Section I – Title Page with the following information:

<table>
<thead>
<tr>
<th>Part IB – Confidential Technical Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Title: Nevada Wildlife Survey App</td>
</tr>
<tr>
<td>RFP: WSA #20-001</td>
</tr>
<tr>
<td>Vendor Name:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Opening Date: October 14, 2019</td>
</tr>
<tr>
<td>Opening Time: 2:00 PM</td>
</tr>
</tbody>
</table>

10.3.2.2 Section II – Confidential Technical

Vendors shall cross reference the confidential technical information back to the technical proposal, as applicable.
10.4 PART II – COST PROPOSAL

10.4.1 Vendors shall submit pricing information in a format that corresponds to and references sections outlined within this RFP.

10.4.2 Vendors shall provide additional pricing information as detailed in Section 10.4.4 if appropriate or required in accordance with Section 6, Project Costs.

10.4.3 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.”

10.4.4 If needed, vendors shall provide one (1) PDF Cost Proposal file that includes the following:

10.4.4.1 Section I – Title Page with the following information:

<table>
<thead>
<tr>
<th>Part II – Cost Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Title:</td>
</tr>
<tr>
<td>RFP:</td>
</tr>
<tr>
<td>Vendor Name:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Opening Date:</td>
</tr>
<tr>
<td>Opening Time:</td>
</tr>
</tbody>
</table>

10.4.4.2 Section II – Cost Proposal

Vendor’s shall place the information required per Section 6, Project Costs in this section.

10.5 PART III – CONFIDENTIAL FINANCIAL INFORMATION

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

10.5.1.1 Section I – Title Page with the following information:

<table>
<thead>
<tr>
<th>Part III – Confidential Financial Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Title:</td>
</tr>
<tr>
<td>RFP:</td>
</tr>
<tr>
<td>Vendor Name:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Opening Date:</td>
</tr>
<tr>
<td>Opening Time:</td>
</tr>
</tbody>
</table>

10.5.1.2 Section II – Financial Information and Documentation

Vendors shall place the information required per Section 5.1.11 in this section.
10.6 CONFIDENTIALITY OF PROPOSALS

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

10.6.2 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.

10.6.3 Vendors acknowledge that material not marked as “confidential” shall become public record.

10.6.4 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.

10.6.5 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.

10.7 PROPOSAL PACKAGING

10.7.1 Vendors shall submit their proposals either by mail to 6980 Sierra Center Parkway, Suite 120, Reno, Nevada 89511 Attention: Nancy Camarena or email to ncamarena@ndow.org, in accordance with the instructions below and on or before the submission deadline as stated in Section 9, RFP Timeline.

10.7.2 Proposals shall be received either by mail or email no later than the date and time specified in Section 9, RFP Timeline. Proposals that are not submitted by bid opening time and date shall not be accepted. Vendors may submit their proposal any time prior to the deadline stated in Section 9, RFP Timeline.

11. PROPOSAL EVALUATION AND AWARD PROCESS

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

11.1 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.

<table>
<thead>
<tr>
<th>Criteria Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demonstrated competence</td>
<td>30</td>
</tr>
<tr>
<td>Experience in performance of comparable engagements</td>
<td>20</td>
</tr>
<tr>
<td>Expertise and availability of key personnel</td>
<td>20</td>
</tr>
<tr>
<td>Conformance with the terms of this RFP</td>
<td>15</td>
</tr>
</tbody>
</table>

Cost

Cost proposals will be evaluated based on the following formula:

\[
\frac{\text{Lowest Cost Submitted by a Vendor}}{\text{Proposers Total Cost}} = \text{Price Factor}
\]

\[
\text{Price Factor} \times \text{Weight} = \text{Cost Criteria Score}
\]

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

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

11.3 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.

11.4 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.

11.5 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.

11.6 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 shall be included as part of the contract.

11.7 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.

11.8 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.

11.9 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 333.700).

12. TERMS AND CONDITIONS

12.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

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

12.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.

12.1.2 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.

12.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.

12.1.4 For ease of responding to the RFP, vendors are encouraged to download the RFP from the Purchasing Division’s website at [http://purchasing.nv.gov](http://purchasing.nv.gov).

12.1.5 The failure to provide clearly marked, separate PDF file(s) for 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.

12.1.6 The State reserves the right to reject any or all proposals received prior to contract award (NRS 333.350).

12.1.7 The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State per NRS 333.350.

12.1.8 The State shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interest of the State of Nevada after all factors have been evaluated (NRS 333.335).

12.1.9 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 this contract, may be rejected.
12.1.10 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.

12.1.11 Proposals may be withdrawn by written or facsimile 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).

12.1.12 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.

12.1.13 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.

12.1.14 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 flash drive or CD from each vendor shall be retained for official files.

12.1.15 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and NAC Chapter 333.

12.1.16 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.

12.2 CONTRACT TERMS AND CONDITIONS

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

12.2.1 Background Checks

12.2.1.1 All contractor personnel assigned to the contract shall have a background check from the Federal Bureau of Investigation pursuant to NRS 239B.010. All fingerprints shall be forwarded to the Central Repository for Nevada Records of Criminal History for submission to the Federal Bureau of Investigation.
12.2.1.2 Any employee of the selected vendor, who shall require any type of system access, shall have a State Background Check (as identified in Section 12.2.1.4 “A” below) before system access shall be granted. The vendor or its employees may be denied access to the premises if they have not been security cleared.

12.2.1.3 All costs associated with this shall be at the contractor’s expense.

12.2.1.4 The contractor shall provide to the contracting agency’s Human Resource Department or designee the following documents:

A. A State Background Check for the state the individual claims as their permanent residency. The contractor shall use the following site which has immediate results: http://www.integrascan.com. Once the contractor has a copy of their personal background check from their state of record, they shall forward those results to the designated State representative who shall then forward it to the contracting agency’s Human Resource Department or designee in order to obtain approval for interim system access;

B. A Fingerprint Background Waiver Form, signed by the contractor(s); and

C. A Prior Arrests and Criminal Conviction Disclosure Form, signed by the contractor(s).

12.2.1.5 Contractor(s) may not begin work until such time as they have been cleared by the contracting agency’s Human Resource Department or designee.

12.2.1.6 Positive findings from a background check are reviewed by the contracting agency’s Human Resource Department or designee, in consultation with the State Chief Information Security Officer, and may result in the removal of vendor staff from the project.

12.2.2 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.

12.2.3 The awarded vendor shall maintain, for the duration of the 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.

12.2.4 The State shall not be liable for Federal, State, or Local excise taxes per NRS 372.325.
12.2.5 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties 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.

12.2.6 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.

12.2.7 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 shall not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.

12.2.8 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.

12.2.9 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).

12.3 PROJECT TERMS AND CONDITIONS

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

12.3.1 Award of Related Contracts

12.3.1.1 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.

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

12.3.2 Products and/or Alternatives

12.3.2.1 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.

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

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

12.3.3 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 shall reimburse the State for any loss or damage.

12.3.4 Inspection/Acceptance of Work

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

12.3.4.2 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.

12.3.4.3 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.

12.3.5 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.
12.3.6 Periodic Project Reviews

12.3.6.1 On a periodic basis, the State reserves the right to review the approved project plan and associated deliverables to assess the direction of the project and determine if changes are required.

12.3.6.2 Changes to the approved project plan and/or associated deliverables may result in a contract amendment.

12.3.6.3 In the event changes do not include cost, scope or significant schedule modifications, mutually agreed to changes may be documented in memo form and signed by all parties to the contract.

12.3.7 Change Management

12.3.7.1 Should requirements be identified during system validation, development and/or implementation that change the required work to complete the project and upon receipt of a change order request by the contractor, a written, detailed proposal shall be submitted as outlined in Section 12.3.7.2.

12.3.7.2 Within 15 working days of receipt of a requested change order, the contractor shall submit an amended project plan to include:

A. The scope of work;

B. Impacts to the schedule for remaining work for implementing the identified change;

C. Impacts of not approving the change;

D. Estimated cost of change;

E. Alternative analysis of all identified solutions to include, but not limited to:
   1. A system impact report;
   2. Resource requirements for both the State and the contractor;
   3. A work plan;
   4. Estimated hours to complete the work;
   5. The estimated cost of each solution; and
   6. A plan for testing the change.

12.3.7.3 The amended project plan shall be prepared at no cost to the State and shall detail all impacts to the project. The contractor shall present the
project plan to the Project Manager prior to final acceptance and approval.

12.3.7.4 The Project Manager shall either accept the proposal or withdraw the request within 15 working days after receiving the proposal.

12.3.8 Issue Resolution

During the term of the contract, issue resolution shall be a critical component. The following process shall be adhered to for all issues.

12.3.8.1 Presentation of Issues

A. Issues shall be presented in writing to the designated Project Manager for each party.

B. A uniform issues processing form shall be developed by the State to record all issues, responses, tracking and dispositions.

C. A project issues log shall be kept by the State.

D. Issues raised by either party shall be accepted, rejected and/or responded to in writing within three (3) working days of presentation or by a mutually agreed upon due date.

E. Failure to accept, reject and/or respond within the specified time frame shall result in deeming the issue presented as accepted and the party presenting the issue may proceed to act as if the issue were actually accepted.

12.3.8.2 Escalation Process

A. If no resolution is obtainable by the respective Project Managers, the issue shall be escalated to the:

1. NDOW Leadership or designee; and

2. Designated representative for the contractor.

B. A meeting between the parties shall take place within three (3) working days or a mutually agreed upon time frame.

C. Final resolution of issues shall be provided in writing within two (2) working days of the meeting or a mutually agreed upon time frame.

D. All parties agree to exercise good faith in dispute/issue resolution.
E. If no resolution is obtainable after the above review, the issue shall be escalated to the NDOW Leadership for the State and the designated representative for the contractor.

F. A meeting between the parties shall take place within three (3) working days of the meeting or a mutually agreed upon time frame.

G. Final resolution of issues shall be provided in writing within two (2) working days of the meeting or a mutually agreed upon time frame.

12.3.8.3 Proceed with Duties

The State and the contractor agree that during the time the parties are attempting to resolve any dispute in accordance with the provisions of the contract, all parties to the contract shall diligently perform their duties thereunder.

12.3.8.4 Schedule, Cost and/or Scope Changes

If any issue resolution results in schedule, cost and/or scope changes, a State BOE contract amendment shall be required.

12.3.9 Source Code Ownership

12.3.9.1 The contractor agrees that in addition to all other rights set forth in this section the State shall have a nonexclusive, royalty-free and irrevocable license to reproduce or otherwise use and authorize others to use all software, procedures, files and other documentation comprising the Nevada Wildlife Survey App at any time during the period of the contract and thereafter.

12.3.9.2 The contractor agrees to deliver such material to the State within 20 business days from receipt of the request by the State. Such request may be made by the State at any time prior to the expiration of the contract.

12.3.9.3 The license shall include, but not be limited to:

A. All Nevada Wildlife Survey App and supporting programs in the most current version;

B. All scripts, programs, transaction management or database synchronization software and other system instructions for operating the system in the most current version;

C. All data files in the most current version;
D. User and operational manuals and other documentation;

E. System and program documentation describing the most current version of the system, including the most current versions of source and object code;

F. Training programs for the State and other designated State staff, their agents, or designated representatives, in the operating and maintenance of the system;

G. Any and all performance-enhancing operational plans and products, exclusive of equipment; and

H. All specialized or specially modified operating system software and specially developed programs, including utilities, software and documentation used in the operation of the system.

12.3.9.4 All computer source and executable programs, including development utilities, and all documentation of the installed system enhancements and improvements shall become the exclusive property of the State and may not be copied or removed by the contractor or any employee of the contractor without the express written permission of the State.

12.3.9.5 Proprietary software proposed for use as an enhancement or within a functional area of the system may require the contractor to give, or otherwise cause to be given, to the State an irrevocable right to use the software as part of the system into perpetuity.

12.3.9.6 Exemptions may be granted if the proprietary product is proposed with this right in place and is defined with sufficient specificity in the proposal that the State can determine whether to fully accept it as the desired solution.

12.3.9.7 The contractor shall be required to provide sufficient information regarding the objectives and specifications of any proprietary software to allow it functions to be duplicated by other commercial or public domain products.

12.3.9.8 The software products (i.e., search engine) shall be pre-approved by the State. The State reserves the right to select such products.

12.3.9.9 Ongoing upgrades of the application software shall be provided through the end of the contract.

12.3.9.10 Any other specialized software not covered under a public domain license to be integrated into the system shall be identified as to its commercial source and the cost shall be identified in Attachment I, Project Costs.
12.3.9.11 The State may, at its option, purchase commercially available software components itself.

12.3.9.12 Title to all portions of the system shall be transferred to the State including portions (e.g., documentation) as they are created, changed and/or modified.

12.3.9.13 The contractor shall convey to the State, upon request and without limitation, copies of all interim work products, system documentation, operating instructions, procedures, data processing source code and executable programs that are part of the system, whether they are developed by the employees of the contractor or any subcontractor as part of this contract or transferred from another public domain system or contract.

12.3.9.14 The provision of Section 12.3.9 Source Code Ownership shall be incorporated into any subcontract that relates to the development, operation or maintenance of any component part of the system.

12.3.10 Ownership of Information and Data

12.3.10.1 The State shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, installed, improved or furnished by the contractor under this contract.

12.3.10.2 All files containing any State information are the sole and exclusive property of the State. The contractor agrees not to use information obtained for any purposes not directly related to this contract without prior written permission from the State.

12.3.10.3 Contractor agrees to abide by all federal and State confidentiality requirements including, without limitation, providing at Contractor’s expense all notices or other corrective or mitigating measures required by law in the event of a breach of the security of the data for which Contractor is responsible.

12.3.11 Guaranteed Access to Software

12.3.11.1 The State shall have full and complete access to all source code, documentation, utilities, software tools and other similar items used to develop/install the proposed Nevada Wildlife Survey App or may be useful in maintaining or enhancing the equipment and Nevada Wildlife Survey App after it is operating in a production environment.

12.3.11.2 For any of the above-mentioned items not turned over to the State upon completion of the installation, the contractor shall provide a guarantee to the State of uninterrupted future access to, and license to
use, those items. The guarantee shall be binding on all agents, successors and assignees of the contractor and subcontractor.

12.3.11.3 The State reserves the right to consult legal counsel as to the sufficiency of the licensing agreement and guarantee of access offered by the contractor.

12.3.12 Patent or Copyright Infringement

To the extent of any limited liability expressed in the contract, the contractor agrees to indemnify, defend and hold harmless, not excluding the State’s right to participate, the State from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney’s fees and expenses, arising out of any claims of infringement by the contractor of any United State Patent or trade secret, or any copyright, trademark, service mark, trade name or similar proprietary rights conferred by common law or by any law of the United States or any state said to have occurred because of systems provided or work performed by the contractor, and, the contractor shall do what is necessary to render the subject matter non-infringing in order that the State may continue its use without interruption or otherwise reimburse all consideration paid by the State to the contractor.

12.3.13 Contract Restriction

Pursuant to NAC 333.180, if the Division or using agency undertakes a project that requires (A) more than one request for proposals or invitation for bids; and (B) an initial contract for the design of the project, the person who is awarded the initial contract for the design of the project, or any associated subcontractor, may not make a proposal, assist another person in making a proposal, or otherwise materially participate in any subsequent contract related to that project, unless his participation in the subsequent contract is within the scope of the initial contract.

12.3.14 Period of Performance

The contract shall be effective upon approval by the BOE and through the period of time the system is installed, operational and fully accepted by the State, including the maintenance and warranty period and delivery and acceptance of all project documentation and other associated material.

12.3.15 Right to Publish

12.3.15.1 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 the State Project Office.

12.3.15.2 No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of the NDOW Leadership or designee.
12.3.15.3 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.

12.3.15.4 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 NDOW Leadership or designee.

12.3.15.5 Throughout the term of the contract, the contractor shall secure the written approval of the State per Section 12.3.15.2 prior to the release of any information pertaining to work or activities covered by the contract.

12.3.16 Key Personnel

12.3.16.1 Key personnel are identified as contractor staff responsible for oversight of work during the life of the project and for work products and/or deliverables.

12.3.16.2 Key personnel shall be incorporated into the contract. Replacement of key personnel may be accomplished in the following manner:

A. A representative of the contractor authorized to bind the company shall notify the State in writing of the change in key personnel.

B. The State may accept the change of the key personnel by notifying the contractor in writing.

C. The signed acceptance shall be considered to be an update to the key personnel and shall not require a contract amendment. A copy of the acceptance shall be kept in the official contract file.

D. Replacements to key personnel are bound by all terms and conditions of the contract and any subsequent issue resolutions and other project documentation agreed to by the previous personnel.

E. If key personnel are replaced, someone with comparable skill and experience level shall replace them.

F. At any time that the contractor provides notice of the permanent removal or resignation of any of the management, supervisory or other key professional personnel and prior to the permanent assignment of replacement staff to the contract, the contractor shall provide a resume and references for a minimum of two (2) individuals qualified for and proposed to replace any vacancies in key personnel, supervisory or management position.
G. Upon request, the proposed individuals shall be made available within five (5) calendar days of such notice for an in-person interview with State staff at no cost to the State.

H. The State shall have the right to accept, reject or request additional candidates within five (5) calendar days of receipt of resumes or interviews with the proposed individuals, whichever comes later.

I. A written transition plan shall be provided to the State prior to approval of any change in key personnel.

J. The State reserves the right to have any contract or management staff replaced at the sole discretion and as deemed necessary by the State.

12.3.17 Authorization to Work

Contractor is responsible for ensuring that all employees and/or subcontractors are authorized to work in the United States.

12.3.18 System Compliance Warranty

Licensor represents and warrants: (a) that each Product shall be Date Compliant; shall be designed to be used prior to, during, and after the calendar year 2000 A.D.; shall operate consistently, predictably and accurately, without interruption or manual intervention, and in accordance with all requirements of this Agreement, including without limitation the Applicable Specifications and the Documentation, during each such time period, and the transitions between them, in relation to dates it encounters or processes; (b) that all date recognition and processing by each Product shall include the Four Digit Year Format and shall correctly recognize and process the date of February 29, and any related data, during Leap Years; and (c) that all date sorting by each Product that includes a "year category" shall be done based on the Four Digit Year Format.
13. **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.

<table>
<thead>
<tr>
<th>Part IA – Technical Proposal Submission Requirements</th>
<th>Completed</th>
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<tbody>
<tr>
<td>Part IA submitted in one (1) separate PDF file</td>
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<tr>
<td>Section I</td>
<td>Title Page</td>
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<tr>
<td>Section II</td>
<td>Table of Contents</td>
</tr>
<tr>
<td>Section III</td>
<td>Vendor Information Sheet</td>
</tr>
<tr>
<td>Section IV</td>
<td>State Documents</td>
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<td>Section V</td>
<td>System Requirements</td>
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<td>Section VI</td>
<td>Scope of Work</td>
</tr>
<tr>
<td>Section VII</td>
<td>Company Background and References</td>
</tr>
<tr>
<td>Section VIII</td>
<td>Attachment H – Proposed Staff Resume(s)</td>
</tr>
<tr>
<td>Section IX</td>
<td>Preliminary Project Plan</td>
</tr>
<tr>
<td>Section X</td>
<td>Requirements Matrix</td>
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<td>Section XI</td>
<td>Other Informational Material</td>
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<tr>
<th>Part IB – Confidential Technical Proposal Submission Requirements</th>
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<td>Section I</td>
<td>Title Page</td>
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<td>Section II</td>
<td>Appropriate sections and information that cross reference back to the technical proposal</td>
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<th>Part II – Cost Proposal Submission Requirements</th>
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<td>Part II submitted in one (1) separate PDF file</td>
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<tr>
<td>Section I</td>
<td>Title Page</td>
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<td>Section II</td>
<td>Cost Proposal</td>
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<tr>
<th>Part III – Confidential Financial Information Submission Requirements</th>
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<td>Part III submitted in one (1) separate PDF file</td>
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<td>Section I</td>
<td>Title Page</td>
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<tr>
<td>Section II</td>
<td>Financial Information and Documentation</td>
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<tr>
<th>Reference Questionnaire Reminders</th>
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<tr>
<td>Send out Reference Forms for Vendor (with Part A completed)</td>
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<tr>
<td>Send out Reference Forms for proposed Subcontractors (with Part A and Part B completed, if applicable)</td>
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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 separate files marked “Part IB Confidential Technical” and “Part III Confidential Financial”.

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling and packing 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 |

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 handicap.

(10) The company has a written policy regarding compliance for maintaining a drug-free workplace.

(11) Vendor understands and acknowledges that the representations within their proposal are material and important, and 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 in 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. To review the contract form, click on the following link:

[NDOW Standard Form Contract (003)]

If you are unable to access contract form, please contact Nevada Department of Wildlife at ncamarena@ndow.org for an emailed copy.
ATTACHMENT D – INSURANCE SCHEDULE FOR RFP WSA #20-001

Vendors shall review the Insurance Schedule, as this will be the schedule used for the scope of work identified within the RFP.

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada Department of Wildlife at ncamarena@ndow.org for an emailed copy.
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 provide assistance in the evaluation process.

<table>
<thead>
<tr>
<th>INSTRUCTIONS TO PROPOSING VENDOR</th>
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<tbody>
<tr>
<td>1. Proposing vendor or vendor’s proposed subcontractor shall complete Part A and/or Part B of the Reference Questionnaire.</td>
</tr>
<tr>
<td>2. Proposing vendor shall send the following Reference Questionnaire to each business reference listed for completion of Part D, Part E and Part F.</td>
</tr>
<tr>
<td>3. Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:</td>
</tr>
<tr>
<td>State of Nevada, Purchasing Division</td>
</tr>
<tr>
<td>Subject: <strong>RFP WSA #20-001</strong></td>
</tr>
<tr>
<td>Attention: <strong>Fiscal Services Section, Nancy Camarena</strong></td>
</tr>
<tr>
<td>Email: <a href="mailto:ncamarena@ndow.org">ncamarena@ndow.org</a></td>
</tr>
<tr>
<td>Fax: 775-688-1526</td>
</tr>
<tr>
<td>Please reference the RFP number in the subject line of the email or on the fax.</td>
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<tr>
<td>4. The completed Reference Questionnaire shall be received <strong>no later than 4:30 PM PT October 11, 2019</strong></td>
</tr>
<tr>
<td>5. Business references are <strong>not</strong> to return the Reference Questionnaire to the Proposer (Vendor).</td>
</tr>
<tr>
<td>6. In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.</td>
</tr>
<tr>
<td>7. Questions regarding the Reference Questionnaire or process shall be directed to the individual identified on the RFP cover page.</td>
</tr>
<tr>
<td>8. Reference Questionnaires not received, or not complete, may adversely affect the vendor’s score in the evaluation process.</td>
</tr>
</tbody>
</table>

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada Department of Wildlife at ncamarena@ndow.org for an emailed copy.
ATTACHMENT F – PROJECT DELIVERABLE SIGN-OFF FORM

Deliverables submitted to the State for review per the approved contract deliverable payment schedule shall be accompanied by a deliverable sign-off form with the appropriate sections completed by the contractor.

Please refer to Section 4.2, Deliverable Submission and Review Process, for information regarding the use of this form.

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada Department of Wildlife at ncamarena@ndow.gov for an emailed copy.
ATTACHMENT G – STATEMENT OF UNDERSTANDING

Upon approval of the contract and prior to the start of work, each of the staff assigned by the contractor and/or subcontractor to this project shall be required to sign a non-disclosure Statement of Understanding (SOU).

All non-disclosure agreements shall be enforced and remain in force throughout the term of the contract and any contract extensions.

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada Department of Wildlife at ncamarena@ndow.org for an emailed copy.
ATTACHMENT H – PROPOSED STAFF RESUME

The embedded resume shall be completed for all proposed prime contractor staff and proposed subcontractor staff using the State format.

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada Department of Wildlife at ncamarena@ndow.org for an emailed copy.
ATTACHMENT I – PROJECT COSTS

The cost for each task/deliverable shall be complete and include all expenses, including travel, per diem and out-of-pocket expenses as well as administrative and/or overhead expenses. Detailed backup shall be provided for all cost schedules completed.

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have double clicked on the icon, please contact Nevada Department of Wildlife at ncamarena@ndow.org for an emailed copy.
ATTACHMENT J – 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 K – 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.

ENVIRONMENTAL:

2. Clean Air Act, 42 U.S.C. 7506(c)
5. Executive Order 11988, Floodplain Management
6. Executive Order 11990, Protection of Wetlands
8. Fish and Wildlife Coordination Act, PL 85-624, as amended
10. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended

ECONOMIC:

1. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended
2. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans

SOCIAL LEGISLATION

1. Age Discrimination Act, PL 94-135
2. Civil Rights Act of 1964, PL 88-352
3. Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
4. Executive Order 11246, Equal Employment Opportunity
5. Executive Orders 11625 and 12138, Women’s and Minority Business Enterprise

MISCELLANEOUS AUTHORITY:

1. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
2. Executive Order 12549 – Debarment and Suspension