



Division of Purchasing
Request For Proposal No. 1846
for

Statewide Automated Victim Information Notification System

Release Date: December 18, 2009
Deadline for Submission and Opening Date and Time: **January 13, 2010 at 2:00pm**

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This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

See Page 32, for instructions on submitting proposals.

Contact Information

Company Name _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____

E-Mail Address: _____

Prices contained in this proposal are subject to acceptance within _____ calendar days.

Contact Person _____

Print Name & Title _____

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A Request for Proposal process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors may take exception to any section of the RFP. Exceptions should be clearly stated in Attachment B (Certification of Indemnification and Compliance with Terms and Conditions of RFP) and will be considered during the evaluation process. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State NRS §333.350(1).

1. OVERVIEW OF PROJECT

The Nevada State Purchasing Division, on behalf of the Office of the Attorney General (AGO) is soliciting proposals from qualified organizations to provide a cost effective Statewide Automated Victim Information and Notification Program in Nevada (NV SAVIN) that will provide service to participating entities currently in production and other entities wishing to implement the SAVIN service.

The Nevada Office of the Attorney General (AGO) and the Nevada Department of Corrections (NDOC) were awarded a grant to implement a statewide victim notification system.

The 1983 Nevada Legislature mandated certain rights and guarantees to crime victims and witnesses. Accordingly, Chapter 178 of the Nevada Revised Statutes recognizes the needs and rights of crime victims. Among other provisions, Chapter 178 mandates that a victim be notified by law enforcement of the location of the defendant following arrest, during prosecution of the criminal case, during a sentence to confinement, and when there is any release or escape of the defendant from confinement.

According to NRS 178.5698(1), the prosecuting attorney, sheriff or chief of police shall, upon the request of a victim, inform him when the defendant is released from custody before or during trial, the amount of bail required, if any, and the final disposition of the criminal case in which he was directly involved.

The implementation of the NV SAVIN program will include 17 county jails, 5 city jails, the AGO, NDOC, Nevada State Board of Parole Commissioners, Nevada Division of Parole & Probation, and any other applicable detention facilities within the State of Nevada not identified herein. Notifications would include information on the status of a person in the custody of a participating entity to include, but not limited to, booking, pre-conviction incarceration, post-conviction incarceration, temporary release, change of location, release, transfer, escape and apprehension, or death. In addition, this statewide system would also include, but not be limited to, notifications of probation violation, release from probation, parole hearings, parole status changes, parolee transfer to another jurisdiction and pardons board hearings.

The service must provide offender information to victims who have registered to receive notifications. The service must automatically notify victims by telephone or email when an accused or convicted person has a change in custody status both pre and post-conviction. Additionally, the system must notify victims of status changes for offenders on probation or parole. The service must be able to generate a notification letter when a victim cannot be reached by telephone. The service must provide a toll-free number and a secure web site to allow victims to inquire about the status of an arrestee or offender. The service must provide live operator assistance 24-hours a day for victims speaking English or Spanish.

Throughout the day, those participating agencies that have electronic booking and victim management systems will enter information on the accused or convicted person and the victim(s) into their individual systems. The Vendor will be responsible for retrieving this data from all participating agencies and updating the notification service database every 15 minutes or less. All data transmissions performed by the Vendor must be highly secured, either through advanced encryption and/or by using physically secured communication lines. For those participating agencies without an electronic booking and/or victim management system, the Vendor will maintain a web-based application to allow this data to be entered into the notification service database.

Status information will be delivered to victims via telephone or email using computer-generated and computer-controlled scripts. These scripts will contain data elements such as the name of the accused or convicted person, date and time of release, date and time of transfer, date and time of parole hearing, name of institution or agency responsible for notification, etc. with pre-recorded phrases to allow for the standardization of information delivery.

The system will integrate data received from county jails, city jails, the AGO, the NDOC, State Board of Parole Commissioners, and the Division of Parole & Probation. To allow for the transparent exchange of data, the system shall be compatible with any existing operational electronic offender or victim information system in order that the systems can be integrated into one statewide victim notification system with appropriate interfaces.

The contract term is anticipated to begin April 1, 2010, dependent upon approval of the State Board of Examiners, and will expire June 30, 2011.

2. **ACRONYMS/DEFINITIONS**

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

<i>Automated Victim Notification Service</i>	An automated service that notifies a registered victim or other interested party of changes in an offender's custody or court status.
<i>Awarded Vendor</i>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
<i>Booked/Booking</i>	After the offender is placed into custody, the arrest record is made by obtaining all necessary information from the offender. This process is called "booking" the offender.
<i>Booking Record</i>	A record of an arrest.
<i>Call Center</i>	Central location for the Integrated Voice Response (IVR) system and live operators or personnel.
<i>Confidential Information</i>	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. See NRS

§333.020(5)(b).

Confirmation	Process by which a victim or interested individual confirmed that they have been successfully notified of an event, usually by the entry of the victim's personal identification number (PIN).
Conversion	The conversion from a previous notification system to the NV SAVIN.
Court Event	Information regarding an offender which may include, but is not limited to, court event type, location, time and date related to appearance, hearing, trial, or appeal.
Data Interface	The automated data link between participating entity data systems and the Vendor-provided call center system.
Division	Office of the Attorney General (AGO)
Evaluation Committee	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS §333.335.
Independent Contractor	The entity or individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
Information Inquiry	An automated service that allows crime victims and interested parties to call in to a toll-free number twenty four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year to obtain information on an offender's custody or court status.
Interactive Voice Response System	An automated telephone system designed to respond to voice instructions or commands.
Legacy Interface	An interface between an existing participating entity information system(s) and the NV SAVIN participating entity installation.
LOI	Letter of Intent - notification of the State's intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
May	Indicates something that is not mandatory but permissible.
NAC	Nevada Administrative Code.
Notification	A qualifying event that results in notification to a registered individual of an offender's custody or court status.

NOA	Notice of Award- formal notification of the State’s decision to award a contract, pending Board of Examiners’ approval of said contract, any non-confidential information becomes available upon written request.
NV SAVIN	Nevada Statewide Automated Victim Notification Service - A system that establishes and maintains a statewide automated victim notification service for all entities that elect to participate in the Nevada program that utilizes a single toll-free telephone number.
RFP	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection NRS §333.020(7).
NRS	Nevada Revised Statutes.
NV SAVIN Data Elements	The various data elements and description, as set forth in Attachment H.
Offender	A person who commits a violation within the State of Nevada as a result of their criminal conduct.
Offender Status Change Participating Entity	Any notification or change in an offender’s custody or court status. A political subdivision of the State of Nevada, including but not limited to, county sheriffs, city jails; parole agencies; and corrections departments that are participating in NV SAVIN.
Political Subdivisions	Refers to state agencies, counties and any other state or local governmental authority within Nevada.
Proprietary Information	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract.
Public Record	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential (see NRS §333.333 and NRS §600A.030(5)) must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records.
Registered Individual	Individuals who have registered with NV SAVIN to be informed of a notification event.
Registered Individual Data	Any information regarding an individual who has registered for notification.
Registration	When a victim or other interested individual calls in to request to be notified when an offender’s custody status or court date changes.

<i>Service Configuration</i>	The standard configuration options available in the NV SAVIN for a given participating entity installation.
<i>Service Implementation Plan</i>	A document addressing all aspects of the implementation of the NV SAVIN service including, but not limited to infrastructure, installation, testing, training, and promotions.
<i>Service Maintenance Plan</i>	A document addressing all aspects of the maintenance of the NV SAVIN service including security, business continuity, performance monitoring, and quality control.
<i>Service Modification</i>	Modifications to the NV SAVIN beyond the standard configuration options for a participating entity installation.
<i>Service Specification Document</i>	A document provided by the Vendor to the participating entity specifying the details for implementing that participating entity's service including configurations, modifications, and interfaces before that participating entity's implementation begins.
<i>Shall/Must/Will</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>Should</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<i>SID</i>	State Identification Number - The number assigned to a state prisoner by the Nevada Department of Public Safety.
<i>State</i>	The State of Nevada and any agency identified herein.
<i>Subcontractor</i>	Third party, not directly employed by the vendor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the vendor.
<i>Trade Secret</i>	Means information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

Vendor Corporation, partnership or entity that submits a proposal in response to this RFP and is successful in obtaining a contract with the AGO.

Victim An individual as defined in Nevada Revised Statute 213.005 and 217.070.

3. **SCOPE OF WORK**

All Vendors desiring to submit a proposal must provide the following services that meet the Scope of Work Requirements. The Scope of Work Requirements is divided into four (4) major components, with each major component having multiple subsections. The four (4) major components are: *Technical Performance Standards*; *NV SAVIN Implementation Requirements*; *Service Maintenance Requirements*; and *Project Management Standards*.

3.1 **TECHNICAL PERFORMANCE STANDARDS**

The technical architecture, service requirements, service specification requirements, integrated voice response system, registration, notification, web-based components, interfaces, data management, security, and business continuity.

3.1.1 Technical Architecture

The AGO's vision of the technical architecture of the NV SAVIN is not meant to predetermine or limit the actual architecture to be implemented.

3.1.2 Service Requirements

The Vendor shall provide a participating entity an individualized Service Specification Document specifying the details for implementing that participating entity's service including configurations, modifications, and interfaces before that participating entity's implementation begins. The Service Specification Document for each participating entity must address the following:

- a. Functional Design: a detailed specification of the functional processing of NV SAVIN including the overall application architecture, the IVR system, the Call Center, registration, notification, information inquiry, user interface, process design, scripts, business rules, and any other functional aspects of the service.
- b. Data Design: the data model(s), data dictionary, management of historical data, data backup and recovery, data integrity (accuracy and timeliness) and the data exchange standards.
- c. Report Design: the specific definitions of all reports.

3.1.3 Service Specification Requirements

- 3.1.3.1 The Vendor shall provide, install, test, and maintain the necessary hardware, software, communications equipment, utilities and any other infrastructure items necessary for the operation of each participating

entity installation; the operation of the Call Center; and the operation of voice and data transfers between the participating entity installations and the Call Center.

- 3.1.3.2 The Vendor is responsible for providing upgrades, maintenance and continuing service for all Vendor-owned equipment.
- 3.1.3.3 The Vendor shall be responsible for telecommunications costs associated with the initial installation and the operation of the NV SAVIN. These costs include, but are not limited to, costs for transmitting real-time order data; costs of supervising the operation of all Vendor-owned equipment; costs for callers dialing the toll-free number; costs for providing technical assistance related to the NV SAVIN; and costs for troubleshooting and equipment support twenty four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year, for all Vendor-owned equipment.
- 3.1.3.4 The notification system and its equipment; the communication pathways from the notification system to the national telephone network; and the building support services such as electrical power, shall be designed and operated to achieve a very high level of reliability.
- 3.1.3.5 The Vendor shall provide a Call Center, including its equipment, the communication pathways to and from the Call Center to local networks and protective and supportive community services.
- 3.1.3.6 The Vendor shall provide a Call Center Operations document as part of the Service Maintenance Plan that describes its process for maintaining the Call Center.
- 3.1.3.7 The Vendor shall provide the Call Center and each participating entity installation with the following infrastructure:
 - a. Duplicate telephone trunk lines, independently routed and connected to the state network via two (2) different switching offices.
 - b. Duplicate computers, which at a minimum cost permit restoration of data collection and user call services within ten (10) minutes after computer failure.
 - c. Duplicate data storage devices with automated fail-over and automatic reestablishment of the duplicate databases upon replacement of the failed storage device.
 - d. Backup or duplicate operations center located at some distance from the primary site, at least fifty (50) feet away.
- 3.1.3.8 The Vendor shall provide an uninterruptible power supply to the Call Center and each participating entity installation to maintain the State of Nevada operations throughout short failures of normal utility power

and a backup generator system. The backup generator should be able to maintain the Call Center and all computer operations during long failures of utility power and to power offices and other facilities adequately to keep the NV SAVIN operating.

- 3.1.3.9 The Vendor must ensure that there is a backup system in place including independently routed telephone lines and a redundant computer system. The Vendor must describe, in detail, these systems.
- 3.1.3.10 The notification system should have duplicate telephone lines, independently routed, and connected to the national network via two different switching offices. The notification system should have duplicate computers, which, at a minimum permit restoration of data collection and public call services within 15 minutes of a complete failure. The Vendor must respond to the failure within four (4) hours and equipment must be available for replacement within 24-hours of the detected failure. If a failure is not remedied within four (4) hours of an occurrence, the designated agency contact must be notified and given a full status report with corrective actions. The notification system should have duplicate data storage devices with automated failover and automatic reestablishment of the duplicate databases upon replacement of the failed storage device. The notification system should be equipped with automated fire detection and suppression equipment.
- 3.1.3.11 A backup or duplicate operations center located at some distance from the main center is desired and Vendor is asked to document whether such a facility exists.
- 3.1.3.12 As the field of technology is ever-evolving and improving, equipment upgrades and service improvements are a constant. The Vendor must describe, in detail, how the equipment and service will be maintained and upgraded.
- 3.1.3.13 The notification messages must be customized for each participating agency. The lead agency must approve all scripts and recorded messages. The Vendor must describe, in detail, their ability to meet this requirement.
- 3.1.3.14 The Vendor shall submit all necessary service and system documentation to the AGO as requested.

3.1.4 Interactive Voice Response System

- 3.1.4.1 The NV SAVIN shall include an Interactive Voice Response (IVR) system to support registration, notification and information inquiry services including automated responses to victims, criminal justice professionals and other interested parties.

- 3.1.4.2 The NV SAVIN shall provide a full range of registration, notification and information inquiry services accessible through a single statewide toll-free access number to a Call Center twenty four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year, and available from anywhere in the United States.
- 3.1.4.3 The Call Center will be operational twenty four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year, and staffed by live operators in the event that a caller needs assistance. Live operators will be available to assist callers with registration, notification and information inquiries. Assistance will be provided by the Call Center at no cost to the caller.
- 3.1.4.4 The NV SAVIN shall provide all IVR services in English and Spanish. The Vendor will develop the scripts in conjunction with the AGO and each participating entity.
- 3.1.4.5 The NV SAVIN shall be accessible through dual tone multi-frequency telephone devices, telecommunication devices for the deaf (TDD), TTY, and texting and/or other agreed upon methods of communication for the hearing impaired for all communications and notifications.
- 3.1.4.6 If a caller has questions about the service or needs assistance from a rotary telephone, they must be able to contact a live operator employed by the Vendor 24-hours a day, 7 days a week. These operators shall be reached by pressing "0" on a touch-tone telephone, or through other codes as directed by the recorded message. The Vendor must describe, in detail, their resources to meet these requirements.
- 3.1.4.7 The NV SAVIN shall accommodate an annual statewide call volume based on populations and published crime rates. The NV SAVIN shall ensure that ninety-nine point nine percent (99.9%) of the callers have their calls answered within two rings or less and are not placed on hold or in a call queue.
- 3.1.4.8 The NV SAVIN shall allow victims, criminal justice professionals and interested parties to call the system and retrieve the current custody status and scheduled court events of the offender.
- 3.1.4.9 The NV SAVIN shall provide a direct telephone number referral from the Call Center to a local victim services provider should the caller need further detailed information or have additional questions.
- 3.1.4.10 Upon request of the AGO, the Vendor will execute a document to assign the toll-free number to the AGO at any time.
- 3.1.4.11 The NV SAVIN must match or duplicate current VINE systems already in place in Nevada, so as to maintain consistency in all

Counties to ensure that Clark County, North Las Vegas and Washoe County systems are not compromised.

3.1.5 Registration

- 3.1.5.1 The NV SAVIN shall provide a registration service for callers, such as victims, criminal justice professionals and other interested parties at all participating entities or automatically register all victims and law enforcement professionals when an offender is booked into the participating entity jail or facility.
- 3.1.5.2 The NV SAVIN shall allow the callers to create a confidential Personal Identification Number (PIN) to be used for future access, information inquiry and notification confirmation.
- 3.1.5.3 The NV SAVIN shall provide a means whereby staff of a participating entity will have the ability to perform the registration task on behalf of another, such as a victim or criminal justice professional.
- 3.1.5.4 The NV SAVIN shall provide automated “Registration for Notification” to callers using a dual tone multi-frequency telephone device.
- 3.1.5.5 The NV SAVIN shall allow callers to register against as many offenders as they wish and register as many telephone numbers as they wish including home, work and cellular numbers for notification purposes.
- 3.1.5.6 The NV SAVIN shall provide online registration by callers via an internet-based web page.
- 3.1.5.7 The NV SAVIN shall provide participating entities with the option to register victims and law enforcement professionals using a windows-software program.
- 3.1.5.8 The NV SAVIN shall provide a system to prevent the duplicate registration by the same caller to the same telephone number more than once.
- 3.1.5.9 The NV SAVIN shall have the capability to provide a registered party confirmation of their registration.
- 3.1.5.10 It is desired that the NV SAVIN system be seamless to victims of crime. Ideally, a victim would register for notifications only once. All subsequent activity related to that offender throughout the criminal justice system would trigger notifications until the victim asked that they be stopped. In order for this ideal to be realized, it is anticipated that the system would have the capability to cross-reference offender records from all participating agencies to identify duplication. The

Vendor is asked to address the concept of the seamless system and provide information on the method that would be used.

3.1.6 Notification

- 3.1.6.1 The NV SAVIN shall provide an automated notification service that places calls to registered individual's telephone numbers upon a change in status of either offender custody or court events.
- 3.1.6.2 The NV SAVIN shall provide an override control for participating entity staff to cancel a notification call, delete a telephone number from the system if it is determined that the registered number was incorrectly entered into the system or a PIN has been lost or to override blocked individual victim or offender information.
- 3.1.6.3 The NV SAVIN shall provide notification services, upon the registered individual's request, by any or all of the following mechanisms: automated telephone call; manual telephone call via a live operator; electronic mail (e-mail); facsimile; pager notifications; letter sent via first class mail.
- 3.1.6.4 In the event of the offender's release or escape, the NV SAVIN shall be capable of placing calls beginning within ten (10) minutes of the "notification" of the release or escape of an offender and continue every thirty (30) minutes for a minimum of twenty four (24) hours, or until the registered individual is actually contacted. All other calls, involving the offender's custody status or court events, will be placed between 7:00 a.m. and 9:00 p.m. PST, starting within thirty (30) minutes of the "notification". The Vendor must describe, in detail, their ability to meet this requirement as well as their ability to adjust to all time zones.
- 3.1.6.5 Unless, otherwise determined by the Vendor and the AGO, call patterns will not exceed forty-eight (48) hours per notification.
- 3.1.6.6 The registered individual must enter a valid PIN number to stop the calls when notification is achieved.
- 3.1.6.7 The NV SAVIN shall provide notification to registered individuals when there is a change in the offender's custody status, including any of the following information:
 - a. Location of offender;
 - b. Offender number;
 - c. Offender name;
 - d. General release (includes release on bond);
 - e. Release after sentence is served;
 - f. Release to unsupervised custody (including location if available);
 - g. Release to community supervision (probation and parole);

- h. Conditional release of sex offender;
- i. Advanced notification of release (if information is available);
- j. Escape;
- k. Death;
- l. Transfer to NDOC (including SID number for NDOC offender notification);
- m. Transfer to other location (including other location if available); and
- n. Return to supervised custody following escape

3.1.6.8 The NV SAVIN shall provide notification to registered individuals of an offender when a court event occurs, including any of the following:

- a. Upcoming event including location, type of event, date, and time;
- b. Final disposition;
- c. Cancellation;
- d. Postponement; and
- e. Information inquiry.

3.1.6.9 The NV SAVIN shall allow registered individuals to access information pertaining to the status of an offender or court events, either through the NV SAVIN IVR telephone system or via the NV SAVIN internet site.

3.1.6.10 The NV SAVIN shall have the capability to identify a blocked telephone number and document that a notification was not completed due to being blocked.

3.1.6.11 The NV SAVIN shall have the capability to leave the notification message on a voice mail or an answering device to ensure that a notification is made.

3.1.7 Secured Internet Sites

3.1.7.1 Participating Entity Staff and the AGO: The NV SAVIN shall provide a restricted access, secured Internet site for staff in each participating entity and the AGO with the following functionality:

- a. Access to the statistical information;
- b. Capacity to print notification letters for registered individuals who have requested that method for notification;
- c. Technical support information;
- d. Contact information; and
- e. Participating entity-specific configuration information.

3.1.7.2 Registered Individuals: The NV SAVIN shall provide a restricted access, secured Internet site for potential registrants and registered individuals with the following functionality:

- a. On-line registration;
- b. Notification by email;
- c. Information inquiry.;
- d. NV SAVIN contact information; and
- e. NV SAVIN support information.

3.1.7.3 General Public: The NV SAVIN shall provide an Internet site for the general public that provides NV SAVIN promotional information, NV SAVIN implementation plans and status of participating entities, and NV SAVIN contact information.

3.1.7.4 Standards: The NV SAVIN shall be measured against the standards established by Nevada Department of Information Technology (DoIT) in the Nevada Administrative Code (NAC 242) including, but not limited to, administrative rules and guidelines relating to Information Security Standards and State Web Sites.

3.1.8 Interfaces

3.1.8.1 The NV SAVIN shall interface the Call Center with each participating entity installation through the use of telecommunication services.

3.1.8.2 The Vendor shall provide interface services for the NV SAVIN with jail booking systems, county and district courts, prosecutor information management systems as requested, NDOC, and other information systems within each participating entity. These interface services will be provided via a Services Agreement between the participating entity and the Vendor based on the agreed-upon pricing model submitted with this RFP and as of agreed upon by the AGO upon certification or as modified by written agreement between the Vendor and the AGO.

3.1.8.3 The Vendor shall provide detailed NV SAVIN interface requirements to the AGO, entities, or third party Vendors for the purposes of interfacing legacy applications to the NV SAVIN, whether or not the Vendor provides the actual interface work.

3.1.8.4 The Vendor will configure the NV SAVIN so that it shall provide for a daily data extract of all NV SAVIN data. The Vendor shall develop the document type definitions based on the schema set by the AGO.

3.1.9 Data Management

3.1.8.5 The NV SAVIN shall allow for the report, capture, storage and transmission of the standard data elements as established in Attachment One, NV SAVIN Data Elements. The AGO may modify and/or establish additional standard data elements.

- 3.1.8.6 The NV SAVIN shall record audit information for every call in and out of the NV SAVIN system which includes, but is not limited to, the following data:
- Called number or calling number;
- a. Length of the call;
 - b. Result of the call;
 - c. Length of call;
 - d. Frequency of calls; and
 - e. Required notification intervals.
- 3.1.8.7 The NV SAVIN shall provide for all data from each participating entity to be stored in a centrally-located database and accessible for reporting and monitoring purposes. The NV SAVIN shall have the capacity to provide for every call in and out of the system to be recorded with a historical transaction record that indicates the called number or calling number, length of call, and length of wait and result of the call. This information must be available for reporting in a standardized transaction file format with secured access. Access to data shall be limited to authorized participating agency employees and authorized Vendor employees.
- 3.1.8.8 The NV SAVIN shall provide data transfers from the participating entity installations to the Call Center at fifteen (15) minute intervals or as otherwise mutually agreed upon by the Vendor and the AGO.
- 3.1.8.9 The Vendor shall maintain the confidentiality of all data within the NV SAVIN. The Vendor shall use the data for the purposes stated within the NV SAVIN requirements to support the NV SAVIN directly and for no other purposes. The Vendor shall be prohibited from utilizing the NV SAVIN for purposes other than direct victim services in Nevada without the written expressed permission of the AGO.
- 3.1.8.10 AGO will maintain access and oversight for the statewide NV SAVIN data. Participating entities will own the data at the participating entity level.
- 3.1.8.11 Each participating entity will be responsible for the integrity (accuracy and timeliness) of the data. The Vendor will be responsible for all data exchange between the participating entity NV SAVIN installations and the Call Center, including the integrity (accuracy and timeliness) of the data.
- 3.1.8.10 The NV SAVIN shall maintain all data received from each participating entity and the AGO for a period of five (5) years after the date of collection. At the end of the five (5) years, the participating entity and the AGO should be consulted for further instructions regarding retention requirements.

3.1.10 Security

- 3.1.10.1 The NV SAVIN will provide reasonable security features, such as the ability to block out individual offender and victim identification. The NV SAVIN will provide for all data to be encrypted to prevent the interception and unauthorized use of the data.
- 3.1.10.2 The NV SAVIN shall provide reasonable security features that will prevent unauthorized individuals from accessing any victim, registered user, offender or state information held by the Vendor.
- 3.1.10.3 The Vendor shall take all reasonable steps to ensure the physical security of all data. The Call Center and each participating entity installation shall be equipped with automated fire detection and suppression equipment.
- 3.1.10.4 The NV SAVIN shall be measured against the standards established by Nevada Department of Information Technology in the Nevada Administrative Code (NAC) related to web development and security for the purposes of certification and performance monitoring. The AGO requires full access to Vendor or Vendor's facilities to inspect and assess physical site and computer system for security including operating system, database, and application levels. The AGO may conduct announced and/or unannounced visits.

3.1.11 Business Continuity Plan

- 3.1.11.1 The Vendor shall provide a written Business Continuity Plan that must be approved by the AGO that covers the procedures for recovering all aspects of the NV SAVIN operations.
- 3.1.11.2 The Business Continuity Plan shall address all aspects of disaster recovery including power failures, telephone system failures, local equipment failures, flood, fire, and any other disasters that could affect the Call Center. The Business Continuity Plan shall include all procedures necessary for the recovery of all information systems and business processes, including the priorities and the sequence of which the functions are recovered.
- 3.1.11.3 The Business Continuity Plan shall include a contingency plan to avoid disruption of service due to any third party or subsidiary performance deficiencies, third party problems, labor problems, and any other event that could reasonably be foreseen to result in a disruption of services provided under this certification.
- 3.1.11.4 The Business Continuity Plan shall include procedures for immediate notification to the AGO of any situations requiring the initiation of the Business Continuity Plan.

- 3.1.11.5 The Business Continuity Plan shall designate in writing to the AGO, Vendor individuals responsible for implementing business and disaster recovery. The Business Continuity Plan shall describe the role and responsibility of any third party or subsidiaries that will be used to provide services by this Vendor, and include a description of the review procedures that will be employed in monitoring third party or subsidiary performance.
- 3.1.11.6 The Business Continuity Plan shall include, at a minimum, provisions relating to:
- a. Personnel staffing, utilities, and facilities and furnishings;
 - b. Recovery of information (hard copy and electronic);
 - c. Vendor-provided telecommunications services and equipment;
 - d. Information systems - hardware and software;
 - e. Equipment required to provide NV SAVIN services;
 - f. Documented policies and procedures for all business functions, including emergency procurement of services and equipment;
 - g. Contact list with assignment of responsibilities for items in recovery plan; and
 - h. Schedule and time frames for restoring operations.
- 3.1.11.7 The Business Continuity Plan shall include an off-site storage procedure and a hot site procedure.
- 3.1.11.8 The Vendor shall test the business and disaster recovery procedures on an annual basis, or as specified by the AGO, and provide a written result of the exercise to the AGO.

3.2 NV SAVIN IMPLEMENTATION REQUIREMENTS

The Service Implementation Plan, installation, and testing.

3.2.1 Service Implementation Plan

- 3.2.1.1 The potential participating entity and Vendor shall develop and provide to the AGO for its approval a Service Implementation Plan before the NV SAVIN service implementation begins.
- 3.2.1.2 The Service Implementation Plan for each participating entity must specify the details for that participating entity's NV SAVIN implementation and may be customized to reflect the needs and requirements of the entity. The Service Implementation Plan for each participating entity must address the following items:
- a. Work Plan: Outline of the implementation schedule, tasks, deliverables and resources;
 - b. Deliverable Definitions: Brief definition of each deliverable within the Service Implementation Plan;

- c. Project Organization: Overview of the project organization, staffing, and roles and responsibilities;
- d. Installation Plan: Outline of the installation approach for the hardware, software, telecommunications, and utilities aspects of the service;
- e. Test Plan: Outline of the testing to include approaches, test criteria, test scripts and testing results;
- f. Training Plan: Outline of the technical and performance-based training including approaches, materials, and schedules.
- g. Promotional Plan: Outline of the marketing of the service locally and statewide, including approaches, materials, and schedules; and
- h. Project Controls: Outline for the approach to issue management, risk assessment, decision escalation process, project management, quality assurance, and change control.

3.2.2 Installation

- 3.2.2.1 The Vendor and participating entity will have until June 30, 2011 to fully implement, install, interface, and test the NV SAVIN in the participating entity and statewide system. If implementation cannot be accomplished within this time, the AGO is not obligated to reimburse the participating entity.
- 3.2.2.2 The Vendor, at its own expense, shall develop, provide, install, and maintain all equipment (including, but not limited to, software, hardware, and telecommunications equipment) and personnel necessary for the successful operation of a Call Center.
- 3.2.2.3 The Vendor, at its own expense, shall install all necessary Vendor-owned hardware and software on-site at all participating entities.
- 3.2.2.4 The Vendor, at its own expense, shall develop, provide and install all required equipment (software and hardware) required for the NV SAVIN delivery, including but not limited to, all interface software required for data interface with participating entities.
- 3.2.2.5 The Vendor must allow for the various levels of automation in each participating entity and should consider the following categories:
 - a. Entities which are fully automated with networked data systems;
 - b. Entities which use personal computers and software programs;
 - c. Entities which have limited or non-existing hardware or software;
 - d. All required hardware for use by participating entities; and
 - e. All data transmission lines and communication systems deemed necessary to transmit the information to the Call Center.

3.2.3 Testing

- 3.2.3.1 The Vendor shall provide a Test Plan to be approved by the AGO and each participating entity prior to the Vendor performing system testing.
- 3.2.3.2 The Test Plan shall include sufficient unit, integration, stress, and user acceptance testing to demonstrate how the Vendor will verify that its solution will support all NV SAVIN requirements. The Test Plan shall include development of criteria for the types of discrepancies between expected and actual test results that the Vendor considers tolerable for implementation. The AGO will review the proposed criteria, and either approve or disapprove the criteria in writing.
- 3.2.3.3 The Vendor shall test the system, based on the Test Plan, to assure minimum functionality and performance. The Vendor will report to the AGO and the participating entity actual test results, including a comparison to expected results, at completion of the Vendor's testing. Any discrepancies between expected and actual test results must be separately listed and traceable to detailed Test Plan and test results.
- 3.2.3.4 The Vendor, at its own cost, shall be responsible for any necessary enhancements or modifications that arise from the implementation of the Test Plan by the participating entity. The Vendor, at its own cost, shall remedy application functionality that does not conform to the Specifications in this RFP and provide test results that demonstrate proper functionality to the AGO and the participating entity prior to the implementation of such changes.

3.3 SERVICE MAINTENANCE REQUIREMENTS

The Service Maintenance Plan which includes service monitoring, infrastructure, security, and business continuity.

3.3.1 Service Maintenance Plan

- 3.3.1.1 The Vendor shall provide each participating entity a Service Maintenance Plan, which will address the participating entity's NV SAVIN service maintenance needs. The Service Maintenance Plan for each participating entity must address the following items:
 - a. Service Monitoring: Performance monitoring, quality control, and quality assurance plans;
 - b. Infrastructure: Equipment, hardware and software specifications, telecommunications, network architecture, utilities, personnel and technical support;
 - c. Security: Physical security, administrative security, access to data, web-site and IVR security, non-disclosure for staff; and
 - d. Business Continuity: Business Recovery and Disaster Recovery Plans.

3.4 PROJECT MANAGEMENT STANDARDS

The Vendor; staffing, records and reporting, performance based training, promotions, monitoring, quality control, and quality assurance.

3.4.1 Vendor Capabilities

3.4.1.1 The Vendor's staff that is focused on NV SAVIN must have significant knowledge, skills, experience, and ability in the areas of Account Management, Project Management, Support Services Management, and Financial Management.

3.4.1.2 The names of the assigned individual shall be made known to the AGO. Any individual performing work for the Vendor is subject to the following:

- a. The Vendor must submit a written request to the AGO before placing, assigning or reassigning any Vendor staff;
- b. The request to place or assign submitted to the AGO shall include a description of the work to be performed and a resume containing a description of skills, knowledge, abilities, and qualifications of the proposed Vendor staff that demonstrates in sufficient detail that the proposed individual is capable of performing the duties; and
- c. Before any Vendor staff is placed, assigned or reassigned, the Vendor must receive the written approval of the AGO.

3.4.1.3 Account Manager. The Vendor's Account Manager shall be responsible to the AGO and participating entities for submitting a written monthly status report, due on or before the 10th day of each month or other agreed upon date each month, addressing the following items:

- a. Track the progress of the NV SAVIN implementation and maintenance;
- b. Establish priorities;
- c. Verify and tracking performance issues;
- d. Report on the work accomplished during the reporting period;
- e. Report on work to be accomplished during the subsequent reporting period;
- f. Resolve all actual or anticipated problems;
- g. Written requests to make any significant deviation from the previously agreed upon plans; and
- h. Facilitate a quarterly meeting with the project's program officer, project account technician, and other designated AGO and/or participating entity staff members.

3.4.1.4 Project Manager. The Vendor's Project Manager shall be responsible to the AGO and the participating entities for the following technical matters:

- a. Coordinate and serve as the central point of contact for all activities related to the technical implementation and maintenance of the NV SAVIN;
- b. Coordinate the efforts of all Vendor staff, subcontractors, team members, and other interested parties;
- c. Provide monthly briefings to the project program officer, project account technician, and other designated AGO and/or participating entity staff members on the progress of the implementation and maintenance of the NV SAVIN;
- d. Provide written minutes of each briefing meeting to the AGO within ten (10) calendar days of each meeting;
- e. Monitor participating entities operating under service agreements to ensure on-going compliance with scope of work and operational standards;
- f. Be available approximately one (1) month prior to the starting date of the contract to assure smooth transition, if necessary; and
- g. Be available approximately one (1) month after termination of the contract.

3.4.1.5 Support Services Manager. The Vendor's Support Services Manager shall be responsible, subsequent to final approval from the AGO, to the participating entities for the following items:

- a. Promotions and NV SAVIN materials;
- b. Performance based curriculum development and lesson plans; and
- c. Technical performance training.

3.4.1.6 Financial Specialist. The Vendor's Financial Specialist shall be responsible to the AGO for the following items:

- a. Issuing Vendor invoices to the participating entity subsequent to the date a contract being executed;
- b. Coordinating verification of relationship between executed service agreements and executed contracts; and
- c. Forwarding copies to the AGO of all executed service agreements with the participating entities and invoices sent to a participating entity.

3.4.2 Records and Reporting

3.4.2.1 The Vendor shall provide various reports to the AGO and the participating entities. The NV SAVIN must be capable of providing transaction records for reporting in a standard transaction file format.

3.4.2.2 Monthly written reports submitted by Vendor. Each month, **on or before the tenth (10th) day of each month or other agreed upon date each month**, the NV SAVIN shall generate the following reports to be submitted by the Vendor to the AGO:

- a. Number of participating agencies;
- b. Number of offenders or cases in the automated database for each participating entity and statewide;
- c. Call volumes against those offenders or cases for each participating entity and statewide;
- d. Number of individuals registered for automated notification against offenders or cases in each participating entity and statewide;
- e. Number of times automated notification is activated by a change of status statewide and in participating entities;
- f. Number of outgoing calls made for automated notification, the success rate in reaching victims, and the nature of failures to achieve automated notification in each participating entity and statewide;
- g. Number of transaction types:
 - Inbound calls through phone and TTY/TDD;
 - Outbound calls, emails, faxes, etc.; and
 - Operator assistance calls, including average wait time, dropped calls, abandonment rates, etc.;
- h. Daily report on failed notifications sorted by registering agency;
- i. Web site usage sorted by county and/or registering agency;
- j. Number of web hits to the inquiry site;
- k. Number of successful notifications by transaction type;
- l. Number of unsuccessful notifications by transaction type;
- m. Inbound and outbound calling activity by telephone number, by offender number or by participating entity;
- n. Summary of confirmed and unconfirmed call notifications;
- o. Number of notification attempts;
- p. Average number of attempts prior to a successful notification;
- q. Number of failed notifications sorted by registering agency;
- r. Number of callers requesting assistance in a language other than English or through TTY;
- s. Customer satisfaction with the service, based on a telephone-based and online survey;
- t. Number of calls busy;
- u. Number of calls placed on hold; and
- v. Number of notification calls not meeting the required timeframe.

3.4.2.3 NV SAVIN-generated reports. The NV SAVIN shall provide participating entities and the AGO with the ability to generate at any time a variety of reports that are accessible through an agreed upon method between the Vendor and the AGO. At a minimum, the NV SAVIN must be able to generate the reports submitted on a monthly basis and the following additional reports:

- a. Number of incoming calls or inquires regarding the automated notification system; and

- b. Daily report on failures to achieve notification in twenty four (24) hours of trying, so that manual notification can be used if deemed necessary.

3.4.2.4 Monthly Statistical Data Report. The Vendor shall provide, **on or before the tenth (10th) day of each month or other agreed upon date each month**, statistical report data reflecting the number of incoming calls and outgoing calls must be maintained and available for reporting. The required statistical data report must include the following:

- a. Success of incoming calls to the Call Center;
- b. Percentage of calls which was for information only;
- c. Percentage of the callers who successfully registered;
- d. Percentage of the callers who did not successfully register;
- e. Percentage of the callers who required operator assistance;
- f. Percentage of the callers who were referred to a local service provider for information;
- g. Percentage of confirmed and unconfirmed calls; and
- h. Percentage of each alternative notification method (e.g. letter, fax, pager or email).

3.4.2.5 Monthly Call Traffic Volume Reports. The Vendor shall provide, **on or before the tenth (10th) day of each month or other agreed upon date each month**, call traffic volume analysis to the AGO on the following:

- a. Number of calls offered made to the NV SAVIN;
- b. Number of calls abandoned before they were answered by the Vendor;
- c. Number of calls answered by the Vendor;
- d. Number of callers who seek operator assistance and the reason;
- e. Number of phone inquiries made by the general public [non-registered victims];
- f. Average time callers waited before speaking with a member of Vendor's staff; and
- g. Average talk time.

3.4.2.6 Quarterly Performance Report. The Vendor shall forward to the AGO quarterly performance reports no later than the fifteenth (15th) calendar day of the next month following the end of a quarter. The four (4) quarters end on the last day of November, February, May, and August.

The Quarterly Performance Report shall summarize the performance of the Vendor and its subcontractors. The Quarterly Performance Report shall address the following:

- a. Accomplishments under the approved work plan;

- b. Accuracy and timeliness of the notification process;
- c. Availability and accessibility of the Vendor's information systems and adherence to scheduled hours of operation;
- d. Violations, breaches, and incidents relating to physical and information security;
- e. Any issues relating to the functionality of the Vendor's information systems and applications;
- f. Any issues relating to the Vendor's processes and procedures; and
- g. Timeliness and quality of Call Center services provided to registrants.

3.4.2.7 Monthly Complaint Log. The Vendor shall maintain a log of complaint calls, including the nature of the complaint, the date of the complaint, information about the complaint, and resolution of the complaint. The Vendor shall file **on or before the tenth (10th) day of each month or other agreed upon date each month** a written complaint log with the AGO each month.

3.4.2.8 Report of Service Disruptions. The Vendor shall immediately notify and submit a written report to the AGO within twenty-four (24) hours on any situation that could reasonably be expected to adversely affect the operation of the NV SAVIN, either statewide, local, or regional basis. The Vendor shall describe the situation and include recommendations to resolve the situation. In addition, the Vendor shall develop a process for notifying each participating entity accessing the NV SAVIN when its system will be down for longer than one (1) hour and the estimated time for when the NV SAVIN will return to operational.

3.4.2.9 Report of Security Breach. The Vendor shall immediately notify the AGO both verbally and in writing upon the discovery of any breach of physical and/or information security, including but not limited to theft, burglary, unauthorized access to information or information systems, and unauthorized use of passwords. Vendor must then provide a written report of all information available to the Vendor relating to the security breach to the AGO within twenty four (24) hours of the discovery. The Vendor shall cooperate with the AGO, other state agencies or political subdivisions of the state, or other law enforcement offices in taking all steps as the AGO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data's security and confidentiality.

3.4.2.10 Report of Subpoena, Unauthorized Use, Copying, or Removal of Information. The Vendor shall immediately notify the AGO both verbally and in writing if any data in the Vendor's possession is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of the AGO. The Vendor shall cooperate with the AGO, other state agencies or political subdivisions of the state, or

other law enforcement offices, in taking all steps as the AGO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data's security and confidentiality.

- 3.4.2.11 Report of Claims. The Vendor shall immediately notify the AGO both verbally and in writing of any and all claims, demands, damages, liabilities, and causes of action of every kind and character which may be asserted by any third party occurring from, in any way incident to, arising out of, or in connection with any acts or omissions of the Vendor or any agent, employee, subcontractor, or supplier of the Vendor in the execution or performance of the Vendor.
- 3.4.2.12 Quarterly Performance Meeting. The Vendor and the AGO shall meet to review the Vendor's performance. At a minimum, a quarterly performance meeting shall include a discussion of the Vendor's quarterly certification performance report.
- 3.4.2.13 Annual Review of Technology. The Vendor shall meet annually with the AGO to discuss the changing technical and business environment. An annual review will be held of emerging technologies, technical and notification service needs, and their applicability to the Vendor, and the projected costs and benefits of any planned, required, and/or requested changes.
- 3.4.2.14 Additional Reports. From time to time, the AGO may require additional reports or statistical information from the Vendor.

3.4.3 Training

- 3.4.3.1 The Vendor shall provide all needed training. Training shall be provided on-site when such training is indicated or otherwise requested by the participating entity or the AGO. The Vendor shall provide user manuals approved by the AGO, training videos, brochures, posters and registration materials, and any other relevant training resources to all participating entities.
- 3.4.3.2 The Vendor shall provide customized training for the participating entities at locations within Nevada on a mutually agreed upon schedule with final sites to be approved by the AGO and participating entities. Training may also be provided on a regional basis in Nevada when general information is being presented.
- 3.4.3.3 The Vendor shall provide performance based training to victim service professionals, law enforcement, prosecutors and court personnel in the participating entities as requested by the participating entity or the AGO. To ensure that training reaches key stakeholders in the criminal justice process in each participating entity, the Vendor should be working with the AGO for scheduling and inviting public and private sector victim service providers to all training sessions. Upon the

completion of the training sessions, the Vendor will obtain a training evaluation survey from attendees. The Vendor will review the surveys and update training curriculum based on that feedback.

3.4.4 Promotions

- 3.4.4.1 The Vendor shall be responsible for creating and maintaining relevant and current promotional materials, including Public Service Announcements for television, radio, and print media, newsletters, and other printed materials including press releases, information update sheets, brochures, and posters approved by the AGO.
- 3.4.4.2 The Vendor shall publish and provide all promotional materials in both English and Spanish. The Vendor shall provide an agreed upon quantity of promotional materials on an annual basis to each participating entity.
- 3.4.4.3 The Vendor shall develop a NV SAVIN Internet site, during the implementation of the service that provides information to the public on the notification program, the Vendor's implementation plan and the progress of NV SAVIN Project.
- 3.4.4.4 The Vendor shall agree that no publicity or communication with the public, the media or other outside parties related to the NV SAVIN shall be released without prior written approval by the AGO.
- 3.4.4.5 The AGO and participating entities reserve the right to reproduce any and all promotional materials. The AGO reserves the rights to all intellectual property created as a part of the NV SAVIN including, but not limited to, logos, slogans, and Internet domain names.
- 3.4.4.6 The Vendor may assist the AGO in introducing and marketing the NV SAVIN to the public and media throughout Nevada.

3.4.5 Vendor's Monitoring of Participating entity

- 3.4.5.1 Program monitoring is an essential component of the NV SAVIN. The purpose of monitoring is to assure that a participating entity is able to comply with the program standards set forth in this RFP and the service agreement. The Vendor shall monitor each participating entity operating under a service agreement to assure that the participating entity is functioning within the framework required by the service agreement.
- 3.4.5.2 The methods available for monitoring include technical assistance, desk reviews, audits, and on-site verifications.
- 3.4.5.3 The Vendor shall conduct desk reviews or audits when evidence of recurring problems are present based upon information and data

collected by the Vendor as a result of normal production operations. Original written desk reviews or audits reports shall be forwarded to the participating entity and the AGO, detailing observations, findings, and recommendations.

- 3.4.5.4 The Vendor shall provide on-site technical assistance when a desk review or audit includes findings related to the day-to-day operations of the NV SAVIN.
- 3.4.5.5 The Vendor shall conduct on-site monitoring when it is determined by the Vendor or the AGO that the participating entity is not complying with the technical requirements of the scope of work. At a minimum, this would include but is not limited to, issues related to booking, data fields, operational readiness, employee turnover, and NV SAVIN shutdown.

3.4.6 Quality Control

- 3.4.6.1 The Vendor shall provide a Quality Control Plan to the AGO for approval no later than five (5) months after the Vendor award. The Quality Control Plan shall describe the following:
 - a. Types of quality control measures that will be taken;
 - b. Description of how the quality control measures will be implemented and used in the daily performance of duties; and
 - c. Procedures for monitoring third party and subsidiary performance.
- 3.4.6.2 The Vendor shall perform quality control procedures and measures in accordance with the approved Quality Control Plan.
- 3.4.6.3 The Vendor shall perform periodic quality control reviews of its operations, and supply the results of the quality control reviews, including all findings and corrective actions needed, and the time frame for completing each action to the AGO within thirty (30) calendar days of completing the review.
- 3.4.6.4 The Vendor shall provide weekly status reports on all findings until the findings are closed. The Vendor shall supply to the AGO copies of all findings, responses, corrective action plans, and other related written communication.

3.4.7 AGO Quality Assurance

- 3.4.7.1 The AGO will develop a quality assurance methodology based on the Vendor's Quality Control Plan to verify compliance and achievement of performance. Quality assurance results shall be the basis for enforcing remedies. Wherever sampling and statistical extrapolation are appropriate, remedies will be calculated based on the sample error rate.

- 3.4.7.2 The AGO will perform periodic quality assurance reviews of the Vendor's operations. The AGO will provide the results of any quality assurance review to the Vendor, including all findings.
- 3.4.7.3 The Vendor shall respond to the AGO, within thirty (30) calendar days of receipt of the review, with a corrective action plan and projected dates of completion for each action. The Vendor shall provide weekly status reports to the AGO on all findings until the findings are closed.

4. COMPANY BACKGROUND, EXPERIENCE AND REFERENCES

4.1 PRIMARY VENDOR INFORMATION

Vendors must provide a company profile; and if a joint venture, of all businesses involved in the venture. Information provided shall include:

- 4.1.1 Company ownership (sole proprietor, partnership, etc).
 - 4.1.1.1 Incorporated companies must identify the state in which the company is incorporated and the date of incorporation. **Please be advised**, pursuant to NRS §80.010, incorporated companies must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS §80.015.
 - 4.1.1.2 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the Department of Taxation, in accordance with NRS §360.780.
- 4.1.2 Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable with the State of Nevada.
- 4.1.3 Location(s) of the company offices and location of the office that will provide the services described in this RFP.
- 4.1.4 Number of employees both locally and nationally.
- 4.1.5 Location(s) from which employees will be assigned.
- 4.1.6 Name, address and telephone number of the vendor's point of contact for a contract resulting from this RFP.
- 4.1.7 Company background/history and why vendor is qualified to provide the services described in this RFP.
- 4.1.8 Length of time vendor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- 4.1.9 Has the vendor ever been engaged under contract by any State of Nevada agency?
[] Yes [] No If "Yes," specify when, for what duties, and for which agency.
- 4.1.10 Is the vendor or any of the vendor's employees employed by the State of Nevada, any of its political subdivisions or by any other government?
[] Yes [] No If "Yes," is that employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?
- 4.1.11 Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

4.2 FINANCIAL INFORMATION

Financial information and documentation to be included in Part III of your response in accordance with the Submittal Instructions.

- 4.2.1 The Vendor shall provide documentation that demonstrates they have the financial capability, now and for the term of the Vendor contract, to provide the services and technological resources necessary to implement and maintain all aspects of the NV SAVIN.
- 4.2.2 The Vendor shall disclose if and when it has filed for bankruptcy within the last seven (7) years. For Vendors conducting business as a corporation, partnership, consortium, or limited liability partnership, joint venture, or other form of artificial person, the Vendor shall disclose whether any of its principals, partners, or officers has filed for bankruptcy within the last seven (7) years.
- 4.2.3 Prior to the signing of the contract, the Vendor may be requested to provide to the AGO a Certification of Account Status issued by the Nevada Comptroller's Office to verify current status of franchise tax payment.
- 4.2.4 The Vendor shall provide the following information:
 - a. Dun and Bradstreet number
 - b. Federal Tax Identification Number
 - c. The last two - (2) years and current year interim:
 - Profit and Loss Statement
 - Balance Statement

4.3 EXPERIENCE

- 4.3.1 The Vendor shall submit a statement describing the Vendor organization's overall experience and qualifications to operate a NV SAVIN service of the nature and scope of a similar nature as described by this RFP.
- 4.3.2 The Vendor shall include a description of prior experience with the following:
 - a. IVR systems;
 - b. Registration and Notification systems;
 - c. Victim Services;
 - d. State-wide implementations of a NV SAVIN service;
 - e. Centralized Call Center operations;
 - f. Remote-office data transfer;
 - g. Web-based systems; and
 - h. Information Inquiry systems.

4.4 REFERENCES

Vendors should provide a minimum of three (3) references from the same or similar projects performed for private, state and/or large local government clients within the last

five (5) years. **Vendors are required to submit Attachment D, Reference Form to the business references they list. The business references must submit the Reference Form directly to the Purchasing Division.** It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the proposal submission deadline for inclusion in the evaluation process. Business References not received, or not complete, may adversely affect the vendor's score in the evaluation process. The Purchasing Division may contact any or all business references for validation of information submitted.

Each Reference shall include the following:

- a. Client name;
- b. Project description;
- c. Project dates (starting and ending);
- d. Technical environment; (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e. Staff assigned to reference engagement that will be designated for work per this RFP;
- f. Client project manager name, telephone number, fax number and e-mail address. This point of contact should be a senior representative of the Reference who was directly responsible for interacting with the Vendor throughout the performance of the engagement and who can address questions about the performance of the Vendor from personal experience

Each Reference shall meet the following criteria:

- a. Reference shall have engaged the Vendor for the same or similar services as those to be provided per the terms of this RFP;
- b. Services provided to the Reference shall have been provided by the Vendor within the five (5) years preceding the issuance of this RFP;
- c. Reference shall not be affiliated with the Vendor in any ownership or joint venture arrangement; and
- d. Vendor shall provide a signed release from liability for each Reference. The release from liability shall absolve the specified Reference from liability for information provided to the AGO concerning the Vendor's performance of its engagement.

4.5 SUBCONTRACTOR INFORMATION

4.5.1 Does this proposal include the use of subcontractors?

Yes _____ No _____ Unknown _____

If "Yes", vendor must:

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

4.5.1.2 Provide the same information for any proposed subcontractors as requested in the Primary Vendor Information section.

4.5.1.3 References as specified above must be provided for any proposed subcontractors.

- 4.5.1.4 The State may require that the awarded vendor provide proof of payment to any subcontractors used for this project. Proposals should include a plan by which, at the State's request, the State will be notified of such payments.
- 4.5.1.5 Primary vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the using agency.
- 4.5.1.6 Primary vendor must notify the using agency of the intended use of any subcontractors not identified within their response and receive agency approval prior to subcontractor commencing work.

5. **COST**

Note: All Cost Proposals shall be submitted to the State as a separate, sealed package and clearly marked: "Cost Proposal in Response to RFP No. 1846", please refer to the Submittal Instructions for further instruction.

- 5.1 Vendor shall submit a statement of understanding and agreement with the Pricing Model as shown on Attachment F. The AGO has determined the best value for the State of Nevada as shown on the Pricing Model. Some areas of the pricing model have yet to be determined, and will be left to the AGO and the Vendor to determine at a later date.

Factors that are used by the AGO to determine the Pricing Model, include, but are not limited to, the type of entity, levels of automation and participation of the entity, the size and scope of services for each entity, costs for conversion from previous notification systems or legacy systems, third party and Vendor interface costs, and whether the entity is presently participating in a current service.

- 5.2 Applicant must complete Attachment G - Cost Proposal as their statement of understanding with the Pricing Model.

6. **PAYMENT**

- 6.1 Payment for the contracted service will be contingent upon receipt of monthly progress reports and detailed invoices describing the services rendered, payable in monthly installments.
- 6.2 Final payment to consist of remaining balance due and will be held until completion of NV SAVIN project closure and receipt of all project deliverables and final narrative progress report covering each phase of the grant program and/or project.
- 6.3 Vendors may propose an alternative payment option; alternative payment options must be listed on Attachment B of the RFP. Alternative payment options will be considered if deemed in the best interest of the State, project or service solicited herein. The State does not issue payment prior to receipt of goods or services.

7. **SUBMITTAL INSTRUCTIONS**

- 7.1 In lieu of a pre-proposal conference, the Purchasing Division will accept questions and/or comments in writing, received by e-mail regarding this RFP as follows:

Questions must reference the identifying RFP number in Word format and be addressed to the State of Nevada, Purchasing Division, Attn: Shannon Berry, Assistant Chief Procurement Officer, e-mailed to srvpurch@purchasing.state.nv.us. The deadline for submitting questions is December 29, 2009 at 2:00 p.m., Pacific Time. All questions and/or comments will be addressed in writing and responses e-mailed or faxed to prospective vendors on or about January 4, 2010. Please provide company name, address, phone number, e-mail address, fax number, and contact person when submitting questions.

7.2 RFP Timeline

<u>TASK</u>	<u>DATE/TIME</u>
Deadline for submitting questions	December 29, 2009
Answers to all questions submitted available on or about	January 4, 2010
Deadline for submittal of Reference Questionnaires	January 12, 2010
<u>Deadline for submission and opening of proposals</u>	<u>January 13, 2010 @ 2pm</u>
Vendor Interviews on or about	January 25, 2010
Evaluation period	January 14 - January 25
Selection of vendor on or about	January 26, 2010

NOTE: These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time, with appropriate notice to prospective vendors.

7.3 Proposal submission requirements:

7.3.1 Vendors shall submit their response in three (3) parts as designated below:

Part I: Technical Proposal

- One (1) original marked "MASTER"
- Six (6) identical copies
- One (1) identical copy on CD (**Note:** CD must be labeled accordingly and in a case.)

VENDOR'S TECHNICAL PROPOSAL MUST INCLUDE:

Responses to the following RFP Sections:

- 3. SCOPE OF WORK
- 4. COMPANY BACKGROUND AND EXPERIENCE
(Except section 4.2 Financial Information)
- 6. PAYMENT
- 10. CERTIFICATIONS AND ASSURANCES

A separate tab/section labeled "**state documents**" which shall include:

- Page 1 of RFP
- All Amendments to the RFP
- All Attachments requiring signature

- Certificate of Insurance

Technical Proposal must not include cost or confidential information.

Technical Proposal shall be submitted to the State in a sealed package and be clearly marked:

“Technical Proposal in Response to RFP No. 1846”

Part II: Cost Proposal:

One (1) original marked “MASTER”

Six (6) identical copies

One (1) identical copy on CD (**Note:** CD must be labeled accordingly and in a case.)

Cost Proposal shall be submitted to the State in a sealed package and be clearly marked:

“Cost Proposal in Response to RFP No. 1846”

Part III: Confidential Information:

One (1) original marked “MASTER”

Confidential Information shall be submitted to the State in a sealed package and be clearly marked:

“Confidential Information in Response to RFP No. 1846”

If the separately sealed proposal, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked:

REQUEST FOR PROPOSAL NO.: 1846

PROPOSAL OPENING DATE: January 13, 2010 @ 2:00p.m.

FOR: Statewide Automated Victim Information Notification System

- 7.3.2 **Proposal must be received at the address referenced below no later than 2:00 p.m. Pacific Time, January 13, 2010.** Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.

- 7.3.3 **Proposal shall be submitted to:**

State of Nevada, Purchasing Division
Shannon Berry, Assistant Chief Procurement Officer
515 E. Musser Street, Suite 300
Carson City, NV 89701

- 7.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone proposals will **NOT** be considered; however, at the State’s discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be

- modified by facsimile, e-mail or written notice provided such notice is received prior to the opening of the proposals.
- 7.5 Although it is a public opening, only the names of the vendors submitting proposals will be announced NRS §333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two days in advance of the opening.
- 7.6 If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one copy to be used as the master.
- 7.7 For ease of evaluation, the proposal should be presented in a format that corresponds to and references sections outlined within this RFP and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. Exceptions to this will be considered during the evaluation process.
- 7.8 If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with submittal instructions and specific references made to the tab, page, section and/or paragraph where the confidential information can be located.
- 7.9 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 7.10 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 7.11 The proposal must be signed by the individual(s) legally authorized to bind the vendor, see NRS §333.337.
- 7.12 For ease of responding to the RFP, vendors are encouraged, but not required, to request an electronic copy of the RFP. Electronic copies are available in the following formats: Word 2003 via e-mail, CD, or on the State Purchasing Division's website in PDF or Word format at <http://purchasing.state.nv.us>. When requesting an RFP via e-mail or CD, vendors should contact the Purchasing Division for assistance. In the event vendors choose to receive the RFP on CD, the vendor will be responsible for providing a blank CD; unless vendors provide a Federal Express, DHL, etc. account number and appropriate return materials, the CD will be returned by first class U.S. mail.

- 7.13 Vendors utilizing an electronic copy of the RFP in order to prepare their proposal should place their written response in ***an easily distinguishable font*** immediately following the applicable question.
- 7.14 ***For purposes of addressing questions concerning this RFP, the sole contact will be the Purchasing Division. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal NAC §333.155(3).*** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 7.15 Vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be **received** no later than the deadline for submission of questions.
- The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.
- Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.
- 7.16 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive. NRS §333.311.
- 7.17 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, which do not contain the requisite licensure, may be deemed non-responsive. However, this does not negate any applicable Nevada Revised Statute (NRS) requirements.

8. PROPOSAL EVALUATION AND AWARD PROCESS

- 8.1 Award of a contract pursuant to this RFP shall be through an evaluation and interview process. After initial evaluation of proposals, finalists will then be invited to make a formal presentation to the evaluation committee for final selection. In accordance with NRS 333.335(3), proposals shall be consistently evaluated and scored by the evaluation committees based upon the following criteria:

Proposal Evaluation Criteria:

- Demonstrated competence
- Experience in performance of comparable engagements
- Conformance with the terms of this RFP
- Expertise and availability of key personnel
- Reasonableness of cost

Interview Evaluation:

- Presentation
- Response to questions

Note: Financial stability will be scored on a pass/fail basis

The State reserves the right to make final selection based upon Proposal Evaluation Criteria only.

Proposals shall be kept confidential until a contract is awarded.

- 8.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada NRS § 333.335(5)
- 8.3 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS §333.335.
- 8.4 Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive NAC §333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.
- 8.5 A Notification of Intent to Award shall be issued in accordance with NAC §333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.
- 8.6 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

9. TERMS, CONDITIONS AND EXCEPTIONS

- 9.1 Performance of vendors will be rated semi-annually following contract award and then annually for the term of the contract by the using State agency in six categories: customer service; timeliness; quality; technology; flexibility; and pricing. Vendors will be notified in writing of their rating.
- 9.2 This procurement is being conducted in accordance with NRS chapter 333 and NAC chapter 333.
- 9.3 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.
- 9.4 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 9.5 The State reserves the right to reject any or all proposals received prior to contract award (NRS §333.350).
- 9.6 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS §333.335).
- 9.7 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 9.8 When applicable, proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the vendor's standard contract language. A review of these documents will be necessary to determine if a bid is in the best interest of the State.
- 9.9 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 9.10 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.
- 9.11 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter §281 and NRS Chapter §284.
- 9.12 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS §333.350(3).

- 9.13 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or prospective vendor. Collaboration among competing vendors about potential proposals submitted pursuant to this RFP is prohibited and may disqualify the vendor.
- 9.14 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 9.15 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 9.16 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 9.17 All proposals submitted become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The master technical proposal, the master cost proposal and Confidential Information of each response shall be retained for official files. Only the master technical and master cost will become public record after the award of a contract. The failure to separately package and clearly mark Part III – which contains Confidential Information, Trade Secrets and/or Proprietary Information shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 9.18 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded vendor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded vendor's obligations.
- 9.19 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 9.20 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the below-stated Insurance Schedule. It will be the awarded vendor's responsibility to recommend to the State alternative methods of insuring the contract. Any alternatives proposed by a vendor should be accompanied by a detailed explanation regarding the vendor's inability to obtain insurance coverage as described below. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

- 9.21 Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- 9.22 The State will not be liable for Federal, State, or Local excise taxes NRS §372.325.
- 9.23 Attachment B of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment C contract form and all terms and conditions therein, except such terms and conditions that the vendor expressly excludes. Exceptions will be taken into consideration as part of the evaluation process.
- 9.24 The State reserves the right to negotiate final contract terms with any vendor selected NAC §333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded vendor's proposal, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 9.25 Vendor understands and acknowledges that the representations above are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentation shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- 9.26 No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the State.

- 9.27 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 9.28 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and chapter 333 of the Nevada Administrative Code.
- 9.29 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.
- 9.30 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. §1352.
- 9.31 The State reserves the right to perform background checks on the Vendor, its employees and subcontractors.
- 9.32 Participation in the NV SAVIN by entities is voluntary. The State does not guarantee the participation or enrollment of any entities in the NV SAVIN project.
- 9.33 The Vendor shall have no authority to act for or on behalf of the AGO, the State of Nevada, or any participating entity except as expressly provided for in the Vendor contract; no other authority, power or use is granted or implied. The Vendor shall not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Nevada, the AGO, or any participating entity.
- 9.34 The Vendor will not assign its rights under the Vendor contract or delegate the performance of its duties under the Vendor contract without prior written approval from the AGO.

10. CERTIFICATIONS AND ASSURANCES

10.1 Excluded Parties List System

Vendor represents and certifies that the proposing entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that vendor is in compliance with the State of Nevada statutes and rules relating to procurement and that Vendor is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

10.2 Equal Opportunity

Vendor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of the Vendor contract.

10.3 Immigration

Vendor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Vendor contract.

10.4 Deceptive Trade Practices; Unfair Business Practices

Vendor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under the Nevada Revised Statutes, or allegations of any unfair business practice in any administrative hearing or court suit and that Vendor has not been found to be liable for such practices in such proceedings. Vendor certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

10.5 Felony Criminal Convictions

Vendor represents and warrants that Vendor has not and Vendor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Vendor has fully advised the AGO as to the facts and circumstances surrounding the conviction.

10.6 Reporting Fraud, Waste, Or Abuse

10.6.1 Vendor represents and warrants that it will report any suspected incident of fraud, waste or abuse associated with the performance of the Vendor contract to participating entities to any one of the following:

- a. NV SAVIN Program Director.
- b. Grants Administration Division, AGO.
- c. Chief of the AGO Office of Investigations.

10.6.2 The report of suspected misconduct shall include the following (if known):

- a. Specific suspected misconduct.
- b. Names of the individual(s)/entity(ies) involved.
- c. Date(s)/location(s) of the alleged activity(ies).
- d. Names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information.
- e. Any documents which tend to support the allegations.

10.6.3 The words fraud, waste, or abuse as used in this section has the following meanings:

- a. Fraud is the use of one's occupation for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.
- b. Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decision.
- c. Abuse, being distinct from fraud, encompasses illegal acts or violations of policy or provisions of contracts or grant agreements. When abuse occurs, no law, regulation or provision of a contract or grant agreement is necessarily violated. Rather, the conduct of an individual falls short of behavior that is expected to be reasonable and necessary business practice by a prudent person. An example of abuse would be misuse of the power or authority of an individual's position.

10.7 Additional Certifications And Assurances

Vendor represents and warrants that it will comply with the additional certifications and assurances set out in Attachments A and B of this RFP.

11. SUBMISSION CHECKLIST

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

Part I:

Completed

1. Required number of Technical proposals (per Submittal Instructions) _____
2. **Required Forms to be submitted with technical proposal under section/tab labeled "State Documents":** _____
 - a. Page 1 of the RFP completed _____
 - b. All Amendments completed and signed _____
 - c. Primary Vendor Attachments A & B signed _____
 - d. Subcontractor Attachment A & B signed (if applicable) _____
 - e. Primary Vendor Information provided _____
 - f. Subcontractor Information provided (if applicable) _____
 - g. Certificate of Insurance _____
 - h. (other) _____

Part II:

1. Required number of Cost proposals (per Submittal Instructions) _____
2. (other) _____

Part III:

1. Required number of Confidential Information (per Submittal Instructions and defined in Acronyms/Definitions) _____
2. Financial Information _____

REMINDERS:

1. Send out Reference forms for Primary Vendor (with Part A completed) _____
2. Send out Reference forms for Subcontractors (with Part A completed) (if applicable) _____

Attachment A
CONFIDENTIALITY OF PROPOSALS AND
CERTIFICATION OF INDEMNIFICATION
PRIMARY VENDOR

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS §333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ technical and cost proposals become public information. In accordance with the Submittal Instructions of this document, vendors are requested to submit confidential information in a separate envelope or binder marked “**confidential**.”

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

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

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

YES_____

NO_____

SIGNATURE _____
Primary Vendor

Date

PRINT NAME _____
Primary Vendor

This document must be submitted in the “State Documents” section/tab of vendors’ technical proposal

Attachment A
CONFIDENTIALITY OF PROPOSALS AND
CERTIFICATION OF INDEMNIFICATION
SUBCONTRACTOR

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS §333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ technical and cost proposals become public information. In accordance with the Submittal Instructions of this document, vendors are requested to submit confidential information in a separate envelope or binder marked “**confidential**.”

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

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

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

YES_____

NO_____

SIGNATURE _____
Subcontractor

Date

PRINT NAME _____
Subcontractor

This document must be submitted in the “State Documents” section/tab of vendors’ technical proposal

Attachment B

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP PRIMARY VENDOR

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

Checking “YES” indicates acceptance of all terms and conditions, while checking “NO” denotes non-acceptance and vendor’s exceptions should be detailed below. In order for any exceptions to be considered they **MUST** be documented.

YES _____ I agree. NO _____ Exceptions below:

SIGNATURE _____
Primary Vendor

Date

PRINT NAME _____
Primary Vendor

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)

Attach additional sheets if necessary. Please use this format.

This document must be submitted in the “State Documents” section/tab of vendors’ technical proposal

Attachment C

CONTRACT FORM

The following State Contract Form is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in this form, as this is the standard contract used by the State for all services of independent contractors. It is not necessary for vendors to complete the Contract Form with their proposal responses.

All vendors are required to submit a Certificate of Insurance in the “State Documents tab/section of their technical proposal identifying the coverages and minimum limits currently in effect.

Please pay particular attention to the insurance requirements, as specified in paragraph 16 and Attachment BB of the attached contract.

As with all other requirements of this RFP, vendors may take exception to any of the terms in the Contract Form, including the required insurance limits. Exceptions will be considered during the evaluation process.

Unless specified as above, the insurance minimum limits will be negotiated at the time the State issues a Letter of Intent to Award.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTORA Contract Between the State of Nevada
Acting By and Through Its

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF CONTRACTING AGENCY)

and

(NAME, CONTACT PERSON, ADDRESS, PHONE, FACSIMILE NUMBER OF INDEPENDENT CONTRACTOR)

WHEREAS, NRS 284.173 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. **CONTRACT TERM.** This Contract shall be effective from _____ subject to Board of Examiners' approval (anticipated to be _____) to _____, unless sooner terminated by either party as specified in paragraph ten (10).

4. **NOTICE.** Unless otherwise specified, termination shall not be effective until ____ calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

5. **INCORPORATED DOCUMENTS.** The parties agree that the scope of work shall be specifically described. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: STATE SOLICITATION RFP #1846 and AMENDMENT(S);

ATTACHMENT BB: INSURANCE SCHEDULE; AND

ATTACHMENT CC: CONTRACTOR'S RESPONSE

A Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost of \$ _____ per _____ (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: _____, not to exceed \$ _____. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must 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, which forces the State to

process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. INSPECTION & AUDIT.

- a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.
- c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

- a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.
- b. State Termination for Non-appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
 - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
 - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph twenty-one (21).

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. **INDEMNIFICATION.** To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. **INDEPENDENT CONTRACTOR.** Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

		<u>Contractor's Initials</u>	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	_____	_____
2.	Will the Contracting Agency be providing training to the independent contractor?	_____	_____
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	_____	_____
4.	Are any of the workers who assist the independent contractor in performance of		

- his/her duties employees of the State of Nevada? _____
5. Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)? _____
6. Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform? _____
7. Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State? _____

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in Attachment BB, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in Attachment BB, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

1. Final acceptance by the State of the completion of this Contract; or
2. Such time as the insurance is no longer required by the State under the terms of this Contract;

Whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

General Requirements:

- a. **Additional Insured:** By endorsement to the general liability insurance policy evidenced by Contractor, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- e. **Policy Cancellation:** Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract:
- f. **Approved Insurer:** Each insurance policy shall be:

- 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
- 2) Currently rated by A.M. Best as "A-VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized insurer to bind coverage on its behalf. The state project/contract number; description and contract effective dates shall be noted on the certificate, and upon renewal of the policies listed Contractor shall furnish the State with replacement certificates as described within Insurance Coverage, section noted above.

Mail all required insurance documents to the State Contracting Agency identified on page one of the contract.

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85) , signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, subsection a above.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the

State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract:

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. **WARRANTIES.**

- a. **General Warranty.** Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
- b. **System Compliance.** Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multi-century formulas and data values and date data interface values that reflect the century.

27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. **GOVERNING LAW; JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

29. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless

an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature	Date
------------------------------------	------

Independent's Contractor's Title

Signature
Date

Title _____

Signature
Date

Title _____

Signature	Date
-----------	------

Title _____

Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On _____
(Date)

Deputy Attorney General for Attorney General

On _____
(Date)

Form Approved 05/08/02
Revised 11/07

ATTACHMENT BB INSURANCE SCHEDULE

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **the Office of Attorney General** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **the Office of Attorney General**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature

Date

Independent's Contractor's Title

Signature- State of Nevada

Date

Title

Attachment BB Page 1 of 3

RMIns rev 03/08

Attachment D

REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the RFP process, requires proposing vendors to submit business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing vendor or subcontractor is required to complete Part A and send the following reference form to each business reference listed for completion of Part B. The business reference, in turn, is requested to submit the Reference Form directly to the State of Nevada, Purchasing Division by the requested deadline for inclusion in the evaluation process. The business reference may be contacted for validation of the response.



RFP # 1846 REFERENCE QUESTIONNAIRE FOR:

Part A:

(Name of company requesting reference)

- ☐ As Primary Vendor
☐ As Subcontractor of _____
Name of Primary Vendor

Part B:

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of Nevada, Purchasing Division, via e-mail at svrpurch@purchasing.state.nv.us or facsimile at (775) 684-0188, no later than **January 12, 2010**, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of Nevada Purchasing Division, Services Procurement Section by telephone at (775) 684-0170 or by e-mail at svrpurch@purchasing.state.nv.us. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?
COMMENTS:
2. How would you rate this firm's knowledge and expertise?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:
3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
Name: _____ Rating: _____
Name: _____ Rating: _____
Name: _____ Rating: _____
Name: _____ Rating: _____
COMMENTS:

7. How satisfied are you with the products developed by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?
COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?
COMMENTS:

10. Would you recommend this vendor's services to your organization again?
COMMENTS:

Attachment E

SAMPLE SCORE SHEET

STATE OF NEVADA, PURCHASING DIVISION
RFP No. 1846
Statewide Automated Victim Information Notification System
Proposal Opening Date: January 13, 2010

VENDOR NAME: _____

Evaluator Initials: _____

Item	Evaluation Criteria	Weight	Score (1-10)	Revised Score (1-10)
1.	Demonstrated Competence			
2.	Experience in performance of comparable engagements			
3.	Conformance with the terms of this RFP			
4.	Expertise and availability of key personnel			
5.	Reasonableness of cost			
	Total			

After reading vendor proposals, assign a score for each criterion above between 1 and 10, with 1=Poor and 10=Excellent, per the *Evaluation Guidelines* included in your packet. The Revised Score column should be left blank until the scheduled evaluation meeting.

Below is a brief description of the issues related to each factor.

1. Demonstrated competence.

- A. Did the vendor provide sufficient data to convince you that it will do a good job for the State?
- B. Was the proof compelling?
- C. Are you confident that this vendor has the knowledge, skills and abilities to perform all its tasks well?
- D. Will the vendor's resources be adequate to serve the State's needs?
- E. Does the vendor suggest new ways to enhance performance?
- F. Does the vendor have the flexible capacity to handle all the needs of the State as they continue to change?
- G. Did the vendor present sufficient performance history to convince you of its ability?
- H. Has the vendor been in business long enough to provide good stability?
- I. Has the vendor experienced ownership changes that would impact its services?
- J. Has there been any censure or litigation history?

2. Experience in performance of comparable engagements.

- A. Does the vendor have prior experience that will ensure all the skills necessary to perform tasks well?

- B. Did the vendor have success in other work for a private or governmental entity?
- C. Does the vendor's previous work convince you of its successful completion of these duties?
- D. Has the vendor provided adequate references? (During the evaluation meeting, State Purchasing shall provide reference responses to questionnaires.)

3. Conformance with the terms of this RFP.

- A. Did the vendor's proposal provide all the necessary information requested in the RFP in a professional manner?
- B. Did the proposal cause doubt regarding its ability to complete the necessary tasks?
- C. Was the proposal easy to understand and did it provide answers to questions, or create more questions?

4. Expertise and availability of key personnel.

- A. Is the staff that will be assigned to this project by the vendor the best qualified to complete the tasks?
- B. Will they be available to insure completion of the project?
- C. Will they be available for follow-up issues? Is sufficient staff assigned to handle these duties?
- D. Is there a Nevada office or contact person?
- E. Will assigned staff respond to issues within a reasonable amount of time?

5. Cost of Proposal/Reasonableness of cost.

- A. Has the vendor established a cost that is reasonable for the project?
- B. Is the State of Nevada receiving good value for its dollars?
- C. Does the fee appear cost-effective?
- D. Are the costs reasonable compared to the competition?
- E. Will there be any additional costs or other ongoing expenses?

Attachment F

PRICING MODEL

County	Beds	Monthly Service	Yearly Service	Statewide Annual Fees
Carson City	200	\$1,250	\$15,000	\$ 7,500
Churchill	54	\$500	\$6,000	\$ 3,000
Clark	2,989	\$4,000	\$48,000	\$ 24,000
Douglas	140	\$700	\$8,400	\$ 4,200
Elko	132	\$700	\$8,400	\$ 4,200
Esmeralda	20	\$500	\$6,000	\$ 3,000
Eureka	20	\$500	\$6,000	\$ 3,000
Humboldt	84	\$500	\$6,000	\$ 3,000
Lander	50	\$500	\$6,000	\$ 3,000
Lincoln	110	\$700	\$8,400	\$ 4,200
Lyon	64	\$500	\$6,000	\$ 3,000
Mineral	48	\$500	\$6,000	\$ 3,000
Nye	135	\$700	\$8,400	\$ 4,200
Pershing	28	\$500	\$6,000	\$ 3,000
Storey	18	\$500	\$6,000	\$ 3,000
Washoe	1,210	\$3,000	\$36,000	\$ 18,000
White Pine	40	\$500	\$6,000	\$ 3,000
Parole Probation	17,000	\$3,850	\$46,200	\$ 23,100
DOC	12,645	\$4,325	\$51,900	\$ 25,950
Oywhee Det.**	28	\$500	\$6,000	\$ 3,000
Henderson Det.**	262	\$1,250	\$15,000	\$ 7,500
North LVPD Det.**	820	\$2,500	\$30,000	\$ 15,000
Las Vegas Det.**	1,000	\$3,000	\$36,000	\$ 18,000
Totals	37,097	\$31,475	\$377,700	\$188,850

Attachment G

COST PROPOSAL

Vendor Name: _____

TOTAL Fixed Price Proposal: \$_____per year

The following information will be utilized to evaluate reasonableness of cost and is not intended to delineate actual hours and/or costs by line item for services to be provided under this proposal.

Description: Service Category
Hours: Estimated number of hours to be provided in support of the proposed services
Cost/Rate: Staff – Established Cost/Rate per hour charged for like kind services
AGO – Estimated annual cost for proposed

Description	# Hours	Cost/Rate

Attachment H

NV SAVIN DATA ELEMENTS

Participating Entity Jail Data - Offender Record

<u>Data Element</u>	<u>Description</u>
Date/Time	Date/time of the last event that updated this record
Book number	The identifier under which the offender has been booked
Book Date/Time	Booking date
Case Number	Case number from jail record
Offender Name	Name of the offender
Date of Birth	Birth date of the offender
Social Security Number	Social security number of the offender
Race	Race of the offender
Gender	Gender of the offender
Agency Code	Agency code of the arresting agency
Arrest Date/Time	Date/time offender was arrested
Offense Date/Time	Date/time of the offense
Custody Status	Current status of offender
Holding Facility	Facility where the offender was transferred to
Release Date/Time	Date/time the offender was released
Reason for the Release	Reason the offender was released
Bail	Amount of bail posted
Sentence Expiration	Date sentence expires
Transfer Location	Facility offender was transferred to
Scheduled release Date	Date the offender is scheduled for release
Merge ID	Unique number used by jail that will be assigned to offender for life
State Identification Number	Unique number issued by the State of Nevada

Participating Entity Jail Data - Charge Record

<u>Data Element</u>	<u>Description</u>
Date/Time	Date/time of the last event that updated this record
Case Number	Case number charge is associated with
Charge Code	Code of Charge. Set by the site charge codes
Charge Count	The amount of counts for a particular charge
Charge Level	Severity of Charge (i.e., misdemeanor, felony)
Charge Status	Status of charge (i.e., guilty, amended)
Bail amount	Identifies bail amount set
Bail Type	Identifies type of bail posted
Fine amount/type	Identifies type and amount of the fine

Participating Entity Jail, AGO, or District Courts Data - Case Information

<u>Data Element</u>	<u>Description</u>
Case Number	Case number from jail record
Offender Name	Name of the offender
Date of Birth	Birth date of the offender
Case Status	Case status of final disposition of case. Set by location
Case or Disposition Date/Time	Date/time of final disposition
Bail Bond Type	Type of bail that needs to be used
Bail amount	Amount of money it takes to bail the offender out for this case

Participating Entity Jail, AGO or District Courts Data - Victim Information

<u>Data Element</u>	<u>Description</u>
Case Number(s)	Case number for offender(s) if available
Victim Name	Name of the victim
Victim ID	This is a unique number used to update information of a victim
Victim Date of Birth	Date of Birth of the Victim
Victim Race	Race of victim
Victim Gender	Gender of victim
Victim Phone 1	Phone number of victim to use for notification
Victim Phone 2	Secondary phone number of victim to use for notification
Victim Address	Address of the victim
Victim PIN Code	Identification of victim in the SAVNS system
Victim Language	Language victim should be contacted in

District Court or AGO Data - Court Event Information

<u>Data Element</u>	<u>Description</u>
Case Number	Case number or ID of event
Event ID	Sequence number or ID of event
Event Date/Time	Date and time of the event
Event Status	Status of the event
Event Type	Type of event
Event Subtype	Used when an event has multiple types (i.e., type of motion event)
Court Location	Index to specific court room table

Participating Entity DOC or Parole & Probation Data - Offender Record

<u>Data Element</u>	<u>Description</u>
Date/Time	Date/time of the last event that updated this record
Book number	The identifier under which the offender has been booked
Book Date/Time	Booking date
Case Number	Case number from jail record
Offender Name	Name of the offender
Date of Birth	Birth date of the offender

Social Security Number	Social security number of the offender
Race	Race of the offender
Gender	Gender of the offender
Agency Code	Agency code of the arresting agency
Arrest Date/Time	Date/time offender was arrested
Offense Date/Time	Date/time of the offense
Custody Status	Current status of offender
Holding Facility	Facility where the offender was transferred to
Release Date/Time	Date/time the offender was released
Reason for the Release	Reason the offender was released
Sentence Expiration	Date sentence expires
Transfer Location	Facility offender was transferred to
Scheduled release Date	Date the offender is scheduled for release
Merge ID	Unique number used by jail that will be assigned to offender for life
State Identification Number	Unique number issued by the State of Nevada

Participating Entity DOC or Parole & Probation Data - Charge Record

<u>Data Element</u>	<u>Description</u>
Date/Time	Date/time of the last event that updated this record
Case Number	Case number charge is associated with
Charge Code	Code of Charge. Set by the site charge codes
Charge Count	The amount of counts for a particular charge
Charge Level	Severity of Charge (i.e., misdemeanor, felony)
Charge Status	Status of charge (i.e., guilty, amended)
Fine amount/type	Identifies type and amount of the fine

Participating Entity DOC or Parole & Probation Data - Case Information

<u>Data Element</u>	<u>Description</u>
Case Number	Case number from jail record
Offender Name	Name of the offender
Date of Birth	Birth date of the offender
Case Status	Case status of final disposition of case. Set by location
Case or Disposition Date/Time	Date/time of final disposition
Probation Date	Date offender began probation
Probation End Date	Date offender is discharged from probation.
Probation Revocation	Date/time of offender's revocation from probation.
Parole Eligibility	Date offender is eligible for parole consideration.
Parole Schedule	Date/time/location of parole hearing for offender.
Parole Result	Status of hearing [i.e., granted, denied, no action].
Parole Release	Date/location of offender's release on parole.

Participating Entity DOC or Parole & Probation Data - Victim Information

<u>Data Element</u>	<u>Description</u>
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Case Number(s)	Case number for offender(s) if available
Victim Name	Name of the victim
Victim ID	This is a unique number used to update information of a victim
Victim Date of Birth	Date of Birth of the Victim
Victim Race	Race of victim
Victim Gender	Gender of victim
Victim Phone 1	Phone number of victim to use for notification
Victim Phone 2	Secondary phone number of victim to use for notification
Victim Address	Address of the victim
Victim PIN Code	Identification of victim in the SAVNS system
Victim Language	Language victim should be contacted in

NV SAVIN Notification Attempt Codes

<u>Data Element</u>	<u>Description</u>
Answering Machine	An answering machine was detected
Bad Number	The phone number was invalid
Busy	The call was placed but a busy signal was detected
Connect, Hang up	The call was connected, but not completed successfully
Connect Failed	There was an error connecting the call
CPA Failed	The called person hung up before detecting if it was an answering machine or a person
Dial Failed	The dial method failed
Fax Tone	The call was answered by a fax machine
No Answer	The call was placed, but not answered
No Dial Tone	The call could not be placed because there was no dial tone
No Fax Tone	A fax notification was attempted, but the answering device did not send a fax tone (a person might have answered)
No Ring Back	The call failed to ring
Operator Intercept	The call was placed but an operator intercept was detected. This will only happen when the tri-tones are received. If it occurs without tri-tones, an "Answering Machine" attempt is recorded instead
Page	This attempt status should only be used by pages and is the only attempt status that a page should use
Suppressed	The notification was not attempted due to the time of day or other constraints
Terminated	This status indicates that a notification has been terminated because conditions have changed and it no longer needs to be made
Unexpected	An unexpected fatal error happened
Wrong Code	A wrong pin code was entered
Wrong Person	The wrong person answered the call

NV SAVIN Result Codes

<u>Data Element</u>	<u>Description</u>
Cancelled	This status indicates that a notification has been canceled
Cancel by Alt	This status indicates that the notification recipient chose to cancel the other notifications by confirming at least one of the notifications

Confirmed	This status is used once a recipient of a call confirms the notification by entering in a confirmation number (e.g. pin, victim id)
Delayed	This status is used for email to indicate that a reply was received that noted a delay in delivery
Failure	This status indicates a general failure to make a notification
On Hold	This status is recorded when a notification is put on hold due to a problem
Pending	This status indicates that a notification has not completed yet (is in progress or has been requested)
Success	This status indicates successful completion of a notification. It is different from a CONFIRMED status because no confirmation number (e.g. pin, victim id) is required to end the call
Terminated	This status indicates that a notification has been terminated because conditions have changed and it no longer needs to be made
Undeliverable	When related to a phone call, it indicates that the notification was unconfirmed, but delivered. When associated with email notifications, it indicates that the email was sent but a response came back noting a fatal error (such as nonexistent user)