

**STATE OF NEVADA**

**DEPARTMENT OF ADMINISTRATION**

**Purchasing Division**

**515 East Musser Street, Suite 300 │ Carson City, NV 89701**

**Phone: 775-684-0170 │ Fax: 775-684-0188**

Solicitation: **70CNR-S2711**

For

**FORT CHURCHILL SHP INTERPRETIVE PROJECT**

Release Date: **02/16/2024**

Deadline for Submission and Opening Date and Time: **03/11/2024 @ 2:00 pm**

Single point of contact for the solicitation:

NANCY FESER, PURCHASING OFFICER II

Email Address, [nfeser@admin.nv.gov](mailto:nfeser@admin.nv.gov)

(TTY for Deaf and Hard of Hearing, 800-326-6868

Ask the relay agent to dial, 1-775-684-0175/V.)

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# APPLICABLE REGULATIONS GOVERNING PROCUREMENT

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

### SINGLE POINT OF CONTACT. Vendors and/or their representatives shall only contact the single point of contract or use the electronic procurement system regarding this solicitation until after a notice of award (NOA) has been issued. Failure to observe this restriction may result in disqualification of a proposal per NAC 333.155(3).

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

# PROJECT OVERVIEW

### The State of Nevada Purchasing Division, on behalf of Nevada Division of State Parks (NDSP) is soliciting proposals from experienced multi-disciplinary Interpretive Exhibit Design and Fabrication firms to provide the design, fabrication, and installation of all new interpretive exhibits at Fort Churchill State Historic Park. Fort Churchill State Historic Park is designated as the Fort Churchill Historical State Monument under NRS 407.150.

### NDSP expects the project could include some or all the following conceptual interpretive elements consistent with NRS 407.130:

#### Updated/modernized exhibit content, panels, and displays.

#### Creation of multi-media content and displays.

#### Possible tactile/hands-on elements.

#### Creation of indoor and/or outdoor spaces for group presentations and educational activities.

#### Outdoor exhibits and/or 3D displays.

### Due to the nature of the funding for this project, this project needs to be on track to design, fabricate, and install the exhibits via an aggressive timeline, with all work completed and operational by June of 2025.

### The State intends to award one (1) contract in conjunction with this Request for Proposals (RFP), as determined in the best interests of the State. Nevada Division of State Parks (NDSP) shall administer contract(s) resulting from this solicitation. The resulting contract(s) are expected to be for a contract term of four years, subject to the Board of Examiners’ approval.

### The State will conduct a Permissive walk-through that will be held February 22, 2024, @ from 10:00AM to 12:00PM the meeting location will be held at the Fort Churchill State Historic Park, 10000 Hwy 95A, Silver Springs, NV 89429. Please meet in front of Fort Churchill Museum/visitor center.

### Vendors must complete and return the “Pre-Registration Form if they plan on attending the site walk. The Walk-through registration form must be returned prior to the walk date. RETURN PRE-REGISTRATION FORM by February 21, 2024 @ 2:00 PM, TO; Nancy Feser, Purchasing Officer; nfeser@admin.nv.gov

# AGENCY BACKGROUND

### Fort Churchill State Historic Park is a collection of facilities dating back to 1860 that includes the historic Fort Churchill grounds and adobe ruins, historic Buckland Station, and other associated grounds and exhibits. The Park interpretive facilities focus on the Fort itself, its relation to early Nevada statehood and regional life, and Native American interactions from 1860 to present. More information about the park can be found on the park website: <https://parks.nv.gov/parks/fort-churchill>

### The Fort Churchill SHP Museum/Visitor Center is a replica adobe building constructed by the CCC in 1933 and is historic in and of itself. The nearby Buckland Station facility is part of Fort Churchill SHP, and is an 1869 stage stop built by Samuel Buckland, with history that is integral to the story of Fort Churchill during and after its use by the US Army. The interpretive displays and spaces in and around the park facilities are outdated and lack the quantity and quality of interpretive material desired by NDSP. In addition, the interpretive elements in the park do not meet current expectations for accessibility by all park visitors.

### Project elements will be based on the conceptual needs that will be determined as part of this project in cooperation with NDSP park staff, and as part of this project must include the gathering and presentation of information and concepts from local tribal entities as well as public and proprietary sources.

# PERFORMANCE GUARANTEE

### In accordance with the authority set forth in NRS 333.360, Vendor agrees to obtain and deliver to NDSP, within thirty (30) days after final approval of the contract, a valid surety bond for the protection of the financial interests of The State of Nevada, Division of State Parks in the sum equal to fifty percent (50%) of the not to exceed value of the awarded contract payable to NDSP. The surety shall be in the form of a commercial performance bond, irrevocable letter of credit, or cash surety by means of a certified check, money order or certificate of deposit in the name of “Nevada Division of State Parks.” Said surety shall be kept by Vendor in full force and effect during the entire term of the contract to insure faithful performance by the Vendor of all covenants, terms, and conditions of this section. All interest on the deposit shall accrue to the Vendor. NDSP will not pay interest on surety funds in cash held by NDSP.

# GOALS AND OBJECTIVES

## NDSP is seeking to follow this approximate project timeline:

## February 2024: Solicit responses, Site visits.

## April 2024: Locate a design team, conduct interviews, select vendor – Letter of Intent, provide contract to design team.

## May 2024: Design contract final approval and design kick-off

## June 2025: Fabrication completed, exhibits fully installed and operational.

# SCOPE OF WORK

## Nevada Division of State Parks (NDSP) is soliciting for experienced multi-disciplinary Interpretive Exhibit Design and Fabrication firms to provide the design, fabrication, and installation of all new interpretive exhibits at Fort Churchill State Historic Park. Eligible firms under Nevada Revised Statutes are encouraged to submit their team’s qualifications. The selected firm must be licensed and registered with the State of Nevada at the time of award.

## NDSP is seeking to award one (1) design-build contract to an all-in-one firm that can take this interpretive redesign project from inception to operation, to include the interpretive research and design, exhibit design, fabrication, and installation of new, engaging, interpretive elements and spaces. Due to the condensed timeline of this project NDSP will consider firms that can design, fabricate, and install the elements of this project.

# COST

## NDSP has been allocated a budget of up to $1,900,000 ($1.9 Million) for this project. During presentation/interviews, the vendor(s) will be asked to present a draft cost schedule/budget describing how you would maximize the allocated budget for this project. You will need to breakout into the following: Interpretive programming and design (Including interpretive research and design, exhibit design, and any other related fees), and fabrication and installation of interpretive exhibits and spaces.

# ATTACHMENTS

## ATTACHMENTS INCORPORATED BY REFERENCE. To be read and not returned.

### Terms and Conditions for Services

### Terms and Conditions for Goods

### Presentation/Interview Questions

## ATTACHMENTS FOR REVIEW. To be read and not returned (unless redlining).

### Contract Form

### Insurance Schedule

## PROPOSAL ATTACHMENTS. To be completed and returned.

### Permissive Walk-Through Form

### Proposal attachments that include multi-media or other materials that aren’t conducive to a print format may be uploaded into NevadaEPro.

### Proposed Staff Resume

### Reference Questionnaire

### Attachments for Signature

#### Vendor Information Response

#### Vendor Certifications

#### Certification Regarding Lobbying

#### Confidentiality and Certification of Indemnification

# TIMELINE

## QUESTIONS. All questions regarding this solicitation shall be submitted using the Bid Q&A feature in NevadaEPro.

## TIMELINE. The following represents the proposed timeline for this project.

### All times stated are Pacific Time (PT).

### These dates represent a tentative schedule of events.

### The State reserves the right to modify these dates at any time.

#### Site Walk …………………………………………………………………………………10:00 am on 02/22/2024

#### Deadline for Questions No later than 5:00 pm on 02/26/2024

#### Answers Posted On or about 03/04/2024

#### Deadline for References No later than 5:00 pm on 03/07/2024

#### Deadline Proposal Submission and Opening No later than 2:00 pm on 03/11/2024

#### Evaluation Period (estimated) 03/11/2024 – 03/18/2024

#### Vendor Presentations (if applicable) (estimated) 04/01/2024

#### Notice of Intent (estimated) On or about 04/01/2024

#### Notice of Award (estimated) On or about 04/08/2024

#### BOE Approval (estimated) 05/14//2024

#### Contract start date (estimated) 05/14/2024

# EVALUATION

## Evaluation and scoring are conducted in accordance with NRS 333.335 and NAC 333.160-333.165.

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

### In the event the solicitation is withdrawn prior to award, proposals remain confidential.

### The evaluation committee is an independent committee established to evaluate and score proposals submitted in response to the solicitation.

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

### Proposals shall be consistently evaluated and scored based upon the following factors and relative weights.

#### Clearly written 10

#### Followed directions 10

#### Compelling 10

#### Is the project team **qualified** to do the work? 10

#### Does the team have **experience** with similar projects?..........................................................................................10

#### Does the team have **capacity, and did they present a qualified timeline** to complete the work in the time frame we need? 10

#### Does the team have sufficient **knowledge** for this project? 10

#### Does the team have **sufficient experience** working with **indigenous tribal input** and interpretation? 10

#### **Similar Work** (has the team done similar projects to this? Or show that they can do this task?) ……………….10

#### References…………………………………………………………………………………………………….….10

### Presentations/Interviews

#### Following the evaluation and scoring process specified above, the State will require up to three (3) vendors to make a Presentation/Interviews of their proposal to the evaluation committee or other State staff.

#### The questions that will be asked of the vendors who reach the Presentation/Interview portion of the RFP process are attached.

#### The State, at its option, may limit participation in vendor presentations to vendors above a natural break in the relative scores from technical and cost scores.

#### Following the presentations, the combined technical, cost, and presentation/interview scores will become the final score for a proposal.

#### The State reserves the right to add additional criteria or presentations.

### Presentations/Interviews are tentatively scheduled for ***April 1, 2024***, ***in person, in Carson City, NV.*** The Presentations/Interviews will be an opportunity to present how your team would bring specialized experience and capabilities that will result in a superior quality project for this project, and to answer specific questions from the NDSP/Nevada State Museum team. This presentation should be 45 minutes or less. The Presentations/ Interview will be scored based on the following criteria.

#### Presentation of Qualifications………………………………...………………………………………………….50

#### Project Specific Interview Questions…………………………………………………………………...…….….80

#### Project Timeline and Budget…………………………………………………….……………………………….20

## NEVADA-BASED BUSINESS PREFERENCE

### The State awards a five percent (5%) preference to Nevada-based businesses pursuant to NRS 333.3351 to 333.3356, inclusive.

### Nevada-based business is defined in NRS 333.3352(1).

### The term ‘principal place of business’ has the meaning outlined by the United States Supreme Court in Hertz Corp v. Friend, 559 U.S. 77 (2010), typically meaning a business’s corporate headquarters.

### To claim this preference a vendor must indicate it on their vendor account and submit a Quote in NevadaEPro.

### This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

## INVERSE PREFERENCE

### The State applies an inverse preference to vendors that have a principal place of business in a state other than Nevada and that state applies an in-state preference not afforded to Nevada based vendors, pursuant to AB28 passed in the 81st session of the Nevada Legislature.

### The amount of the inverse preference is correlated to the amount of preference applied in the other state.

### Vendors who meet this criterion must indicate it on their submitted Quote in NevadaEPro.

### This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

# MANDATORY MINIMUM REQUIREMENTS

## Pursuant to NRS 333.311 a contract cannot be awarded to a proposal that does not comply with the requirements listed in this section. The proposal shall include confirmation of compliance with all mandatory minimum requirements.

## NEVADA LAW AND STATE INDEMNITY. Pursuant to NRS 333.339, any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.

## NO BOYCOTT OF ISRAEL. Pursuant to NRS 333.338, the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).

## INDEMNIFICATION. Required contract terms on 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 breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor’s obligation to indemnify the State shall apply in all cases except for claims arising solely from the State’s own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor’s duty to defend begins when the State requests defense of anyclaim arising from this Contract."

## LIMITED LIABILITY. Required contract terms on Limited Liability: "The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. The contract liability of both parties shall not be subject to punitive damages. 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. Contractor’s tort liability shall not be limited."

## CONTRACT RESPONSIBILITY. Awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this solicitation, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.

## DATA ENCRYPTION. State IT requires that data be encrypted in transit and in rest.

## STATESIDE DATA. State IT requires that State data assets must be maintained in the United States and data will not be held offshore.

## NEVADA BUSINESS LICENSE. Pursuant to NRS 353.007, prior to contract execution awarded vendor must hold a state business license pursuant to NRS chapter 76 unless exempted by NRS 76.100(7)(b).

## DISCLOSURE. Each vendor shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable.

LICENSURE AND PERMITTING. Each vendor shall be responsible for holding in good standing such required permits or licenses as may be necessary and required by law and/or regulation to perform under the Contract.

# CRITICAL ITEMS

## In addition to the *Scope of Work* and *Attachments*, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring the proposal. Vendor proposals should address items in this section in enough detail to provide evaluators with an accurate understanding of vendor capabilities. Proposals that fail to sufficiently respond to these items may be considered non-responsive.

## CONTRACT FORM*.* The State strongly prefers vendors agree to the terms of the attached *Contract Form* as is. The ability to agree to contract terms is a high priority to the State. Vendors who cannot agree to the contract as is must include a redlined Word version of the attached *Contract Form* with their proposal response. To the extent a vendor has prior contractual dealings with the State, no assumption should be made that terms outside those provided herein have any influence on this project.

## INSURANCE SCHEDULE

### The State strongly prefers vendors agree to the terms of the attached *Insurance Schedule* as is. Vendors who cannot agree must explain which areas are causing non-compliance and attach a red line if necessary.

### The awarded vendor shall maintain, for the duration of the contract, insurance coverage as set forth in the fully executed contract.

### Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage.

### Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.

## VENDOR BACKGROUND

### Company background/history and why vendor is qualified to provide the services described in this solicitation.

### Provide a brief description of the length of time vendor has been providing services described in this solicitation to the public and/or private sector.

## VENDOR STAFF RESUMES

### A resume shall be included for each proposed key personnel, see *Proposed Staff Resume.*

### A resume shall also be included for any proposed key subcontractor personnel.

## SUBCONTRACTORS

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

### The proposal should include a completed *Vendor Information Response* form for each subcontractor.

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

### Vendor proposal shall identify specific requirements of the project for which each subcontractor shall perform services.

#### How the work of any subcontractor(s) shall be supervised

#### How channels of communication shall be maintained

#### How compliance with contracts terms and conditions will be assured

#### Previous experience with subcontractor(s)

## VENDOR FINANCIAL INFORMATION

### The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.

### This information should be submitted as a separate attachment, flagged as confidential in NevadaEPro.

### Proposing vendor shall provide the following financial information and documentation:

#### Federal Tax Identification Number

## BUSINESS REFERENCES

### The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.

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

### The purpose of these references is to document relevant experience and aid in the evaluation process.

### Business references should return *Reference Questionnaire* directly to Single Point of Contact via email.

### Business references will not be accepted directly from proposing vendor.

### Business references shall not be requested from the soliciting agency.

### The State will not disclose submitted references but will confirm if a reference has been received.

### The State reserves the right to contact references during evaluation.

# SUBMISSION CHECKLIST

## This section identifies documents that shall be submitted to be considered responsive. Vendors are encouraged to review all requirements to ensure all requested information is included in their response.

### Proposals must be submitted as a Quote through NevadaEPro, [https://NevadaEPro.com](https://nevadaepro.com/).

### Vendors are encouraged to submit a single file attachment per proposal section if possible.

### Technical proposal information and Cost proposal information shall not be included in the same attachment.

### Cost proposal attachment shall not be flagged as confidential in NevadaEPro.

### Additional attachments may be included but are discouraged and should be kept to a minimum.

## TECHNICAL PROPOSAL

#### Title Page

#### Table of Contents

#### Response to Mandatory Minimum Requirements

#### Response to Critical Items

#### Response to Scope of Work

#### Proposed Staff Resumes

#### Other Informational Material

## PROPRIETARY INFORMATION. If necessary. The attachment should be flagged confidential in NevadaEPro.

#### Title Page

#### Table of Contents

#### Trade Secret information, cross reference to the technical proposal.

## VENDOR FINANCIAL INFORMATION. The attachment should be flagged confidential in NevadaEPro.

## SIGNED ATTACHMENTS

#### Vendor Information Response

#### Vendor Certifications

#### Confidentiality and Certification of Indemnification

#### Certification Regarding Lobbying

## OTHER ATTACHMENTS. If necessary, not recommended.

## REFERENCE QUESTIONNAIRES. Not submitted directly by vendor.