

**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: **44DOC-S2590**

For

**OMBUDSPERSON SERVICES**

Release Date: **5/7/2024**

Deadline for Submission and Opening Date and Time: **6/12/2024 @ 1:00 pm**

Single point of contact for the solicitation:

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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 the Nevada Department of Corrections (NDOC) is seeking proposals from qualified vendors to provide Ombudsperson Services as described in the scope of work and attachments.

## 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. NDOC shall administer the contract resulting from this solicitation. The resulting contract is expected to be for a contract term of eighteen (18) months, subject to Board of Examiners approval. Anticipated contract to begin August 14, 2024 and expire January 31, 2026.

## AGENCY BACKGROUND

### NDOC shall establish an independent Office of the Ombudsperson, which shall be an independent and impartial office to assist in strengthening procedures and practices that lessen the possibility of actions occurring within the NDOC that may adversely impact the health, safety, welfare, and rehabilitation of offenders.

## GOALS AND OBJECTIVES

### Investigate and attempt to resolve grievances arising out of, or relating to issues within the authority and control of NDOC only after denied or unresolved at the Director’s Office level including:

### Propose policy or procedural changes to NDOC relating to any systemic issue identified.

### Connect with an Ombudsperson to facilitate, manage and oversee recently adopted AB452. The test of the status is attached to this RFP for specific requirements and duties, but to summarize, AB452 requires NDOC to establish an Office of the Ombudsman for Offenders for the purpose of “promoting and protecting the health, safety and welfare of offenders and prepare offenders for successful reentry into communities upon release.” AB452 at 2, Section 2.5(1).

# SCOPE OF WORK

## Ombudsperson may in accordance with Chapter 209 of NRS specifically relating to provisions set forth as Sections 2, 2.5 and 3:

### Investigate and attempt to resolve grievances (identified as Facility Inmate grievances, disciplinary appeals and visiting appeals only after denied at the last step/level) arising out of, or relating to, issues within the authority and control of NDOC, including without limitation, grievances relating to:

#### Alleged abuse or neglect,

#### Conditions of confinement,

#### Alleged violations of any law of this State, and

#### Actions that may be inconsistent with any policy procedure, regulation or rule of NDOC.

### Propose policy or procedural changes to NDOC relating to any systemic issue identified by the Ombudsperson.

### If the Ombudsperson has reason to believe that a violation of a state or federal law or a constitutional provision has occurred or is occurring, the Ombudsperson shall notify the Director of NDOC.

### Except as otherwise provided in Subsection 6 (AB452 2023 Legislature), the Ombudsperson shall:

#### Review grievances entered into NOTIS,

#### Provide such training as the Ombudsperson determines to be necessary or advisable to promote the purpose described in Subsection 1 or suggest appropriate referrals for the provision of any such training, and

#### Prepare an annual report before December 1 of each year, which must include, without limitation the following:

##### Information concerning grievances entered into NOTIS for the immediately preceding year, which must include:

###### The total number of grievances filed during the immediately preceding year,

###### A summary of the claims included in grievances filed during the immediately preceding year,

###### The total number of investigations conducted by NDOC during the immediately preceding year, and

###### The outcome of each investigation conducted by NDOC during the immediately preceding year.

##### Provide a summary of the activities of the Office during the immediately preceding year. This will include, without limitation, information regarding any training provided by the Ombudsperson or referrals made by the Ombudsperson.

##### Provide any recommendations for proposed legislation.

##### Provide any other information the Ombudsperson determines is appropriate to include in the report.

## The Ombudsperson shall not:

### Review, investigate or attempt to resolve any grievance relating to a judgment of conviction; or

### Interfere with any ongoing investigation of the Department, including, without limitation, any ongoing investigation being conducted by the Inspector General of NDOC.

## Notwithstanding any other provision of law, NDOC shall grant the Ombudsperson access to any information concerning grievances which are entered into NOTIS or stored at an institution or facility.

## On or before December 1 of each year, the Ombudsperson shall submit the report required by subsection 5 to the Governor and to the Director of the Legislative Counsel Bureau (LCB) for transmittal to the Joint Interim Standing Committee on the Judiciary, if the report is received during an odd-numbered year, or to the next session of the Legislature, if the report is received during an even-numbered year.

### A summary of the activities of the Office during the immediately preceding year, including, without limitation, information regarding any training provided by the Ombudsperson or referrals made by the Ombudsperson;

### Any recommendations for proposed legislation; and

### Any other information the Ombudsperson determines is appropriate to include in the report.

# project specific terms and conditions

## Prepare an annual report before December 1 which must include, without limitation:

### Information concerning grievances entered into NOTIS for the immediately preceding year, which must include:

#### The total number of grievances filed during the immediately preceding year,

#### A summary of the claims included in grievances filed during the immediately preceding year,

#### The total number of investigations conducted by NDOC during the immediately preceding year, and

#### The outcome of each investigation conducted by the Department during the immediately preceding year.

### Provide summary of the activities of the Office during the immediately preceding year, including, without limitation, information regarding any training provided by the Ombudsperson or referrals made by the Ombudsperson,

### Provide any recommendations for proposed legislation.

### Provide any information the Ombudsperson determines is appropriate to include in the report.

# COST SCHEDULE

## The Ombudsperson may only bill for expenses as specifically authorized in the finalized Cost Schedule that will be included in the final contract. All billing invoices, including claims for expense reimbursement, must follow those guidelines.

## The State is not obligated to pay Ombudsperson any amount in excess of the “Total Contract Not To Exceed” amount that will be stated in the Contract.

## Ombudsperson must notify the NDOC whenever total billing will exceed 80% of the stated Total Contract Not to Exceed amount to facilitate timely obligation of additional funding or notification to Ombudsman that additional funding will not be forthcoming. However, the NDOC should be notified as soon as reasonably possible whenever the Ombudsman identifies a need to increase the Total Contract Not to Exceed amount to complete the Scope of Work stated herein.

# ATTACHMENTS

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

### Terms and Conditions for Services

### Contractor and Volunteer PREA Questionnaire

### Contractor Background Check Application Form

### NDOC Contractor Security Regulations Acknowledgement

### PREA Zero Tolerance Policy

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

### Contract Form

### Insurance Schedule

## PROPOSAL ATTACHMENTS. To be completed and returned.

### Cost Schedule

### 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.

#### Deadline for Questions No later than 1:00 pm on 05/21/2024

#### Answers Posted On or about 5/29/2024

#### Deadline for References No later than 5:00 pm on 06/11/2024

#### Deadline Proposal Submission and Opening No later than 1:00 pm on 06/12/2024

#### Evaluation Period (estimated) 06/12/2024 – 06/19/2024

#### Notice of Intent (estimated) On or about 06/20/2024

#### Notice of Award (estimated) On or about 07/08/2024

#### BOE Approval (estimated) 08/13/2024

#### Contract start date (estimated) 08/14/2024

# 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.

#### Demonstrated Competence 20

#### Experience in Performance of Comparable Engagements 20

#### Conformance with the Terms of this RFP 20

#### Expertise and Availability of Key Personnel 20

#### Cost Factor 20

### Cost proposals will be evaluated based on the following formula.

#### Cost Factor Weight x (Lowest Cost Submitted by a Vendor / Proposer Total Cost) = Cost Score

## 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 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.

## 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 indicated 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 contact cannot be awarded to a proposal that does not comply with the requirements listed in this section. 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. 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.

# 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 proposal should address items in this section in enough detail to provide evaluators 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. 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.

### Awarded vendor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract.

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

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

## 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.

### 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:

#### Dun and Bradstreet Number

#### Federal Tax Identification Number

#### The last two (2) full years and current year interim:

###### Profit and Loss Statements

###### Balance Statements

## 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. Attachment should be flagged confidential in NevadaEPro.

#### Title Page

#### Table of Contents

#### Trade Secret information, cross referenced to the technical proposal

## COST PROPOSAL

## VENDOR FINANCIAL INFORMATION. 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.