

**STATE OF NEVADA**

**Department of Health and Human Services**

**Division of Child and Family Services**

**4126 Technology Way, 3rd Floor │ Carson City, NV 89706**

**Phone: 775-684-7952 │ Fax: 775-684-4455**

Solicitation: **40DHHS-S2516**

For

**NORTHERN NEVADA CHILD AND ADOLESCENT SERVICES:**

**8A EXTERIOR WINDOWS AND WALLS REPAIR**

Release Date: **10/02/2023**

**THERE WILL BE A VOLUNTARY SITE VISIT ON 09/11/2023 @ 9:00 am**

Deadline for Submission and Opening Date and Time: **November 8, 2023 @ 2:00 pm**

Single point of contact for the solicitation:

Sharon Knigge

Phone, 775-684-7952

Email Address, [contracts@dcfs.nv.gov](mailto:contracts@dcfs.nv.gov)

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

Ask the relay agent to dial, 1-775-515-5173/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).

## 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, Division of Child and Family Services (DCFS) is seeking proposals from qualified vendors to provide services to replace all exterior windows and repair all exterior walls for the Psychiatric Treatment Facility North, building 8A located at 480 Galletti Way, Sparks, NV 89431 as described in the scope of work and attachments.

## ***This work is required to be completed no later than June 30, 2024***.

## 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. DCFS shall administer contract(s) resulting from this solicitation. The resulting contract(s) are expected to be for a contract term ending June 30, 2024, subject to Board of Examiners approval.

## AGENCY BACKGROUND

### Northern Nevada Child and Adolescent Services (NNCAS) provides assessment, care coordination and a comprehensive continuum of mental and behavioral health care services for Severely Emotionally Disturbed children and adolescents from birth through 18 years of age in accordance with NRS 433B. Children served are uninsured, under-insured, or Medicaid recipients. NNCAS services are both office and home-based and include: infant and early childhood mental health (IECMH) services; IECMH consultation; children’s clinical services (CCS) providing individual, group and family therapies; psychiatric evaluation and treatment; intensive targeted case management through the Wraparound in Nevada Program using the evidence-based High Fidelity Wraparound model or FOCUS model of care coordination; and mobile crisis response services that are provided in northern Nevada. Residential services are provided at the Psychiatric Residential Treatment Facility (PRTF) North and the PRTF Enterprise. Services are provided in strength-based, individualized processes that respect and value the family’s decision-making and culture by using the Child and Family Team process. DCFS residential programs have also engaged in the Substance Abuse and Mental Health Services Administration Building Bridges Initiative. The mission of the Building Bridges Initiative is to identify and promote practice and policy initiatives that will create strong and closely coordinated partnerships and collaborations between families, youth and community to ensure that comprehensive services and supports are family-driven, youth-guided, strength-based, culturally and linguistically competent, individualized, evidence and practice-informed, and consistent with the research on sustained positive outcomes. DCFS residential services are monitored by the Commission on Behavioral Health and licensed by the county and state. The goal for every child is to provide services within the least restrictive environment and support remaining in or returning to family care with the support of community-based services. NNCAS is involved with the state-wide efforts to transform the current Children’s Mental Health System of Care to more comprehensively accomplish this goal. Statutory Authority: NRS Chapters 433, 433A and 433B.

## GOALS AND OBJECTIVES

### The goal of this project is to replace all exterior windows and repair all exterior walls with the **work completed by June 30, 2024**.

# SCOPE OF WORK

## All work is to be completed at 480 Galletti Way, Building 8A, Sparks, NV 89431.

3.2 Remove existing cages over all existing exterior windows. Existing cages will be reused.

3.3 Remove all existing exterior windows.

3.4 Repair window frames or replace as needed.

3.5 Install hard panel material from bottom of frame to 6’ above ground level. Make any repairs needed for proper installation. Hard panel materials and frames must be resistant to physical attack and repeat abuse, weather resistant, and insulating.

3.6 Install new windows from 6’ above ground level to top of frame. Make any repairs needed for proper installation. Materials must be tempered, frosted, and insulated.

3.7 Seal/caulk/paint/repair window frames as needed after installation.

3.8 Seal/caulk/paint/repair exterior of building other than windows as noted in previous step.

3.9 Paint existing cages as needed.

3.10 Reattach existing cages.

3.11 Dispose of all old materials and cleanup worksite.

# ATTACHMENTS

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

### Terms and Conditions for Services

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

### [Contract Form](https://purchasing.nv.gov/uploadedFiles/purchasingnvgov/content/Contracts/Standard%20Form%20Contract.docx)

### Insurance Schedule

### Confidentiality Addendum

### PROPOSAL ATTACHMENT TO BE COMPLETED AND RETURNED BY DATE ON FORM

#### VOLUNTARY SITE VISIT REGISTRATION form. Must be completed and returned to [contracts@dcfs.nv.gov](mailto:contracts@dcfs.nv.gov) prior to the date of the site visit.

## PROPOSAL ATTACHMENTS. To be completed and returned in proposal.

### Cost Schedule

### 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.

#### Mandatory Site Visit…………………………………………………………………….....@ 9:00 am 010/11/2023

#### Deadline for Questions No later than 5:00 pm on 10/19/2023

#### Answers Posted On or about 10/26/2023

#### Deadline Proposal Submission and Opening No later than 2:00 pm on 11/8/2023

#### Evaluation Period (estimated) 11/08/2023 – 11/15/2023

#### Selection of a Vendor (estimated) On or about 11/15/2023

#### Contract start date (estimated) Upon Approval

# 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 10

#### Experience in Performance of Comparable Engagements 25

#### Conformance with the Terms of this RFP 10

#### Expertise and Availability of Key Personnel 5

#### Cost Factor 50

### 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.

## 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)

# 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.