Board of Commissioner
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Ross Miller
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STATE OF NEVADA
DEPARTMENT OF CORRECTIONS

Northern Administration
P.O. Box 7011, Carson City, NV 89702
5500 Snyder Ave., Bldg 89 Carson City NV 89701
Phone: (775) 887-3347▪ Fax: (775) 887-3225

James G. Cox
Director

SEPTEMBER 14, 2011
SOLICITATION #201208

Vocational Training

•Multiple Contract Awards•

The Nevada Department of Corrections (NDOC) is requesting bids from qualified vendors to provide Vocational Training to incarcerated inmates throughout Nevada to successfully assist the department with facilitating the transition of offenders from custody to community, and increase an offenders' ability to obtain gainful employment.

It is the intent of NDOC to enter into contracts with multiple vendors, on an ongoing basis, who can meet the needs of the department.

1. SCOPE OF WORK

NDOC is seeking vendors to provide vocational training to incarcerated inmates for the purpose of being able to successfully re-enter the workforce upon release.

1.1 Vocational training can include, but are not limited to the following areas:

- Job Readiness;
- OSHA Certification;
- Construction Industry;
- Forklift Certification;
- Welding Training;
- Warehouse Career;
- Animal Care Specialist;
- HVAC Certification;
- Automotive Technician/Specialist;
- Green Technology;
- Culinary Industry;
- Appliance Technician;
- Hospitality Industry;
- Agricultural/Landscaping Industry; or
- Any other vocational program/training that a vendor might deem appropriate.

1.1.1 Proposals should include detailed information on the training to be provided, the curriculum, and how it will help inmates re-enter the workforce (what skills will they gain, what certifications will be provided, etc).

1.2 Licensed Vocational Training providers may provide training to inmates within NDOC facilities located throughout the state, as well as locations outside of correctional grounds (i.e. vendors' training facilities, place of business, etc), subject to NDOC approval. Proposals must include the location of where the training will be conducted.

1.2.1 Awarded vendors will need to work with the Department's Re-Entry Administrator to determine what services will be utilized under each contract. All services must have prior approval and, based on the type of service being provided, NDOC may require the use of an approved Referral Form. As applicable, Referral Forms will be incorporated into the contract's Negotiated Terms.

Statewide Re-Entry Administrator - Bradford R. Glover, MCJ
Phone (702) 486-9931 / Email: bglover@doc.nv.gov

1.2.2 Vendors will be responsible for remaining within the contract authority. NDOC will not be responsible for the payment of any services performed outside of the contract maximum.

1.3 Invoices / Reporting
Reporting requirements may vary by contract, based on the type of vocational services being provided. Final requirements will be determined during contract negotiations and will be included in the Negotiated Terms.

1.3.1 Vendors must submit invoices on a monthly basis.

1.3.2 At a minimum, vendors must provide a detailed account of services with each invoice. Information is to include (but not limited to): date(s) services were provided, a detailed listing of services provided, each inmates name and ID number, and the total number of inmates receiving services.

1.4 The awarded vendor must ensure that inmates do not have access to telecommunication devices in accordance with NRS 209.417 and NRS 212.165.

2. CONFIDENTIALITY

The awarded vendor will be required to protect participants from unauthorized use or disclosure of names and/or other identifying information concerning services being received pursuant to any awarded contract. The awarded vendor shall not use or disclose any identifying information for any purpose other than carrying out its obligations under contract. This provision will remain in force even after the termination of the contract.

3. EMPLOYEE BACKGROUND CLEARANCE REQUIREMENTS

Upon contract award, and at least seven (7) days prior to beginning work, the awarded vendor shall submit a completed Consent for Release of Criminal History Records form (DOC560)(Attachment B) for each employee who will be providing services under this contract.

Forms must be sent to:
NDOC Contracts
Attn: Martha Simas
P.O. Box 7011
Carson City, NV 89702
Phone: (775) 887-3319 / Fax: (775) 887-3225
Email: msimas@doc.nv.gov

Faxes or e-mailed forms will be accepted, but the original form **must** be sent by US postal mail within three (3) days or clearance may be revoked.

4. NDOC SECURITY REGULATIONS

All employees of vendors entering prison grounds must adhere to NDOC Security Regulations (Attachment C).

5. LICENSING REQUIREMENTS:

Vendors submitting proposals must identify and provide verification of all mandatory licensing requirements for the services offered at the time of bid submittal.

5.1 The awarded vendor must comply with all applicable Federal, State and local rules and regulations.

6. VENDOR INFORMATION

6.1 Company ownership (sole proprietor, partnership, etc).
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.

6.2 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the Office of the Secretary of State pursuant to NRS §76. Information regarding the Nevada Business License can be located at http://sos.state.nv.us.

6.3 Vendors must provide the following (Attachment A):

- Nevada Business License Number
- Legal Entity Name
- Is "Legal Entity Name" the same name as vendor is doing business as?
  [ ] Yes [ ] No If "No," provide explanation.

7. TERMS AND CONDITIONS

7.1 The Department reserves the right to reject any proposal received.

7.2 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.

7.3 Proposals will be accepted and contracts will be awarded on an ongoing basis, until the Solicitation is withdrawn.

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

7.5 Being under contract does not guarantee a specific amount of services.

7.6 Services provided cannot exceed the contracted amount. It is the responsibility of the awarded vendor to stay within contract amounts.

7.7 NDOC may amend and/or extend contracts based on funding availability, for a term up to 4 years total.

8. CONTRACT / INSURANCE SCHEDULE

8.1 For a copy of the State's Standard Contract for Services of Independent Contractor, or if you have any questions in regard to this solicitation, please contact Christine Phenix at (775) 887-3347 or cphenix@doc.nv.gov.

8.2 INSURANCE SCHEDULE
Please refer to Attachment D for an example of insurance limits the awarded vendors will be required to maintain for the life of the contract. NDOC reserves the right to modify final insurance requirements based on the services being provided.

8.3 The awarded vendor shall not commence work before:

8.3.1 NDOC has been provided with the required evidence of insurance (including Additional Insured Endorsement).

8.3.2 The State has approved the insurance policies provided by the awarded vendor.

8.3.3 This contract has been approved by the Board of Examiners.

9. QUESTIONS / BID SUBMITTAL / PROPOSAL REQUIREMENTS

All questions in regard to the proposal and/or contract process must be directed to Christine Phenix.

At a minimum, proposals must include:

- A detailed Scope of Work, clearly outlining all services to be completed and itemized costs associated with each service;
- Name and phone number of the contact person for service inquiries; and
- Verification of all requisite licenses and insurance.

9.1 **PROPOSALS MUST BE RECEIVED AT THE ADDRESS REFERENCED BELOW:**

Christine Phenix, NDOC Contract Manager
5500 Snyder Avenue, Bldg 89 Carson City, NV 89701 or
P.O. Bo 7011 Carson City, NV 89702
Phone: (775) 887-3347 Fax: (775) 887-3225
E-Mail: cphenix@doc.nv.gov

Proposal submitted by mail, fax or e-mail will be accepted.

ATTACHMENT A
ADDITIONAL INFORMATION

(Attachment A must be returned with bid proposals)

_____
Company Name

_____
Contract Contact Name

_____
Physical Address

_____
City, State, Zip

(_____)_____ (_____)_____
Phone Number (Office) Phone Number (Cell)

(_____)_____
Fax Number

_____
E-Mail Address

Nevada Business License Number_____

Legal Entity Name_____

Is "Legal Entity Name" the same name as vendor is doing business as?
[ ] Yes [ ] No If "No," provide explanation.

Has your company ever been engaged under contract by any State of Nevada agency?
[ ]Yes [ ] No

If yes, for which agency (name & address)_____

Vendor # (as assigned by the State of Nevada Controller's Office)_____

Does this proposal include the use of subcontractors?
[ ]Yes [ ] No

If yes, identify specific subcontractors and the specific requirements of this solicitation for which each proposed subcontractor will perform services. The primary vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to NDOC.

ATTACHMENT B – SOLICITATION 201208 VOCATIONAL TRAINING
CONTRACTOR BACKGROUND CHECK APPLICATION
Do not submit completed applications with bid proposals.

Mail Applications To:
NDOC Contracts
P.O. Box 7011
Carson City, NV 89701

Nevada Department of Corrections
Attn: Contracts
Contractor Background Check Application
Please PRINT all information

Phone (775) 887-3319
Or (775) 887-3347
Fax (775) 887-3225

1. NAMES AND ADDRESSES

Applicant Name_____
Last First MI

Please complete this questionnaire in its ENTIRETY and mail it back to the address listed above. BE ADVISED: ANY omission or false statement is SUFFICENT REASON FOR DENIAL.

List any other names (alias) you are known by. Include your maiden name and any nicknames, if applicable)
(Failure to include all names will result in denial)

_____

Current Physical Address_____
Full Street City State Zip

Current Mailing Address_____
Full Street City State Zip

Previous Address_____
Full Street City State Zip

Home Phone Number (_____)_____

List any other states you have lived in:_____

Occupation or Business_____Employer_____

Business Phone (_____)_____Contact Name:_____

Have you ever worked for the Nevada Department of Corrections? ☐ Yes ☐ No If Yes, When?_

2. IDENTIFIERS

Drivers License and or ID number _____State_____

Date of Birth_____ Place of Birth_____ Age_____

SSN_____ Gender: Male ☐ Female ☐

Race_____ Marital Status: Married ☐ Single ☐

Height_____ Weight _____ Hair Color_____ Eye Color_____

Scars Marks or Tattoos_____

For Official Use Only

Application Review
Approved ☐ Denied ☐

_____
Signature of Authorized Personnel Date

Please complete the 2nd page

3. Criminal History: ALL arrests must be listed, whether there was a conviction or not. You must also list arrests in other states and countries. Do not exclude anything; any omission of an arrest is automatic denial.

Have you *EVER* been arrested? Yes ☐ or No ☐

Have you *EVER* been convicted of a Felony? Yes ☐ or No ☐

If yes, complete the following, attach additional sheets if necessary.

Charge_____Disposition_____Date of Arrest_____ City/State_____

Charge_____Disposition_____Date of Arrest_____ City/State_____

Charge_____Disposition_____Date of Arrest_____ City/State_____

Charge_____Disposition_____Date of Arrest_____ City/State_____

Charge_____Disposition_____Date of Arrest_____ City/State_____

Are you currently on Probation? Yes ☐ or No ☐ If yes, in what state?_____

4. Do you or have you ever visited or corresponded with an inmate incarcerated in Nevada Yes ☐ or No ☐
If yes, complete the following section and attach additional sheets if necessary.

Name and Back Number	Relationship	Indicate whether you visit or write this inmate

5. Authorization

Chapter 179A of the Nevada Revised Statutes permits an Agency of the Criminal Justice to obtain records of criminal history regarding a prospective employee. Consent is not required in order to obtain information reflecting only convictions. Consent is required in order to obtain a complete record of criminal history.

The applicant's signature on this consent form will permit the Department of Corrections to obtain complete information regarding arrests, detention, indictments, information or other formal criminal charges and disposition of charges, including dismissals, acquittals, convictions, sentences, correctional supervision and release.

This information will be used only for purposes of determining employability. Chapter 179A of NRS prohibits an employer from dissemination of this information.

Applicants Signature_____Date_____

_____ _____
Agency Authorization for Records Check Date

ATTACHMENT C
SECURITY REGULATIONS

These regulations are not inclusive of all security regulations for each facility. It is the responsibility of the awarded vendor to adhere to all facility security regulations. Any employees of awarded vendors who are in non-compliance with the requirements of the Security Regulations will not be allowed access to the facility. Please contact the facility directly for any questions on what they may allow.

1. All persons employed by the contractor who will be entering prison grounds, prior to the commencement of any on-site work, will be required to complete a criminal history background application. Background checks are required in all instances.

2. If an employee knows any inmate incarcerated in the Nevada Department of Corrections it must be disclosed on the background application. Entrance to the institutions will be approved on a case by case basis.

3. A picture ID is required of all employees entering any institution.

4. Ex-felons will not be allowed entry on to any prison grounds without the express approval of the Director of the Department of Corrections.

5. Employees of the contractor who will be entering prison grounds will not be able to wear blue clothing at all, including, not limited to blue jeans.

6. All contractor vehicles entering and leaving an institution will be thoroughly inspected. Any vehicle or individual will be subject to search at any time while on institution grounds. Vehicles that are left unattended while on prison grounds must be locked.

7. The contractor is responsible for all tools brought on to prison grounds and must ensure that all tools are accounted for when completing on site work. All loose tools and equipment must be secured within their locked vehicle or assigned storage area.

8. Items that are lost or turn up missing will be reported to the Associate Warden of Operations (AWO) immediately. The institution will not be responsible for the contractor's tools, equipment, or materials. It is suggested that no valuables be brought into the institution.

9. No cell phones, cameras, PDA's, narcotics, alcohol, firearms or other weapons shall be carried on the premises.

10. There shall be no fraternization with inmates.

11. All NDOC Institutions and Facilities are tobacco free. Tobacco products cannot be brought into any institution/ facility or used anywhere on prison grounds, including parking lots. Contractors must leave all tobacco products in locked vehicles in the parking lot. Vehicles will not be allowed to internal access to institution/facility carrying any tobacco products. Tobacco products may not be used while supervising inmates regardless of your location. Violation of this procedure will result in removal from prison property.

12. The awarded vendor must ensure that offenders do not have access to telecommunication devices in accordance with NRS 209.417 and NRS 212.165.

ATTACHMENT D
INSURANCE SCHEDULE
Standard Service Contracts with Driving

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 "Indemnitee") 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 Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, 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, Department of Corrections, 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. **Automobile Liability**
   Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
   Combined Single Limit (CSL) $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, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **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 , Department of Corrections, 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 Christine Phenix, Contract Manager P.O. Box 7011 Carson City, NV 89702.

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 Christine Phenix, Contract Manager P.O. Box 7011 Carson City, NV 89702. 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**.**

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.