



State of Nevada
Governor's Office of Energy
Request for Proposal: 0601
For
Title, Escrow, and Voucher Control Services

Release Date: July 1, 2014

Deadline for Submission and Opening Date and Time: July 31, 2014 @ 2PM

Refer to Section 8, RFP Timeline for the complete RFP schedule

For additional information, please contact:

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Refer to Section 9 for instructions on submitting proposals

VENDOR INFORMATION SHEET FOR RFP 0601

Vendor Must:

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Tab III of the Technical Proposal.

V1	Company Name	
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V2	Street Address	
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V3	City, State, ZIP	
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V4	Telephone Number	
	Area Code:	Number:
		Extension:

V5	Facsimile Number	
	Area Code:	Number:
		Extension:

V6	Toll Free Number	
	Area Code:	Number:
		Extension:

V7	<i>Contact Person for Questions / Contract Negotiations, including address if different than above</i>	
	Name:	
	Title:	
	Address:	
	Email Address:	

V8	Telephone Number for Contact Person	
	Area Code:	Number:
		Extension:

V9	Facsimile Number for Contact Person	
	Area Code:	Number:
		Extension:

V10	<i>Name of Individual Authorized to Bind the Organization</i>	
	Name:	Title:

V11	Signature (<i>Individual must be legally authorized to bind the vendor per NRS 333.337</i>)	
	Signature:	Date:

TABLE OF CONTENTS

1. OVERVIEW OF PROJECT.....	4
2. ACRONYMS / DEFINITIONS.....	4
3. SCOPE OF WORK.....	7
4. COMPANY BACKGROUND AND REFERENCES.....	8
5. COST.....	14
6. FINANCIAL.....	14
7. WRITTEN QUESTIONS AND ANSWERS.....	15
8. RFP TIMELINE.....	15
9. PROPOSAL SUBMISSION INSTRUCTIONS.....	16
10. PROPOSAL EVALUATION AND AWARD PROCESS.....	25
11. TERMS AND CONDITIONS.....	26
12. SUBMISSION CHECKLIST.....	33
ATTACHMENT A CONFIDENTIALITY AND CERTIFICATION INDEMNIFICATION.....	34
ATTACHMENT B TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP.....	35
ATTACHMENT C VENDOR CERTIFICATIONS.....	36
ATTACHMENT D CONTRACT FORM.....	37
ATTACHMENT E INSURANCE SCHEDULE FOR RFP 0601.....	46
ATTACHMENT F REFERENCE QUESTIONNAIRE.....	49
ATTACHMENT G PROPOSED STAFF RESUME.....	54
ATTACHMENT H COST SCHEDULE.....	55
ATTACHMENT I COST PROPOSAL CERTIFICATION OF COMPLIANCE TERMS AND CONDITIONS OF RFP.....	56
ATTACHMENT J ARRA SPECIAL TERMS AND CONDITIONS.....	57

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' technical exceptions and/or assumptions should be clearly stated in *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP*. Vendors' cost exceptions and/or assumptions should be clearly stated in *Attachment I, Cost Proposal Certification of Compliance with Terms and Conditions of RFP*. Exceptions and/or assumptions will be considered during the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State per NRS 333.350(1).

1. OVERVIEW OF PROJECT

The Governor's Office of Energy (GOE) has a revolving loan program for the funding of renewable energy systems, energy efficiency, energy conservation, and the manufacturing of renewable energy components authorized by AB522 in the 2009 legislative session. The Revolving Loan Fund was originally funded with over \$12 million in American Recovery and Reinvestment Act (ARRA) stimulus funds. The intent of the Revolving Loan Program is for it to be continued in perpetuity so that as funds revolve back to the Fund new loans may be granted.

Proposals for **title, escrow, and voucher control services** are requested in the event the GOE requires the services described in the Scope Of Work. The services are to be used on a case-by-case basis as needed by the GOE. Services may be needed for all 17 counties in the state of Nevada. Contracts may be awarded to more than one contractor to ensure statewide coverage in the event the highest ranked respondents are unable to provide services in all 17 counties.

2. ACRONYMS / DEFINITIONS

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

Acronym	Description
<i>Assumption</i>	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
<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>BOE</i>	State of Nevada Board of Examiners
<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. Refer NRS §333.020(5) (b).
<i>Contract Approval Date</i>	The date the State of Nevada Board of Examiners officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful vendor.

Acronym	Description
<i>Contract Award Date</i>	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.
<i>Contractor</i>	The company or organization that has an approved contract with the State of Nevada for services identified in this RFP. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance.
<i>Cross Reference</i>	A reference from one document/section to another document/section containing related material.
<i>Division</i>	Governor's Office of Energy
<i>Evaluation Committee</i>	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.
<i>Exception</i>	A formal objection taken to any statement/requirement identified within the RFP.
<i>Key Personnel</i>	Vendor staff responsible for oversight of work during the life of the project and for deliverables, as applicable.
<i>LOI</i>	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.
<i>May</i>	Indicates something that is not mandatory but permissible.
<i>Must</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>NAC</i>	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: www.leg.state.nv.us .
<i>NOA</i>	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.
<i>NRS</i>	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: www.leg.state.nv.us .
<i>Pacific Time (PT)</i>	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time.
<i>Proprietary Information</i>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a).

Acronym	Description
<i>Public Records</i>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential 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. (Refer to NRS 333.333 and NRS 600A.030 [5]).
<i>Redacted</i>	The process of removing confidential or proprietary information from a document prior to release of information to others.
<i>RLF</i>	Revolving Loan Fund
<i>RFP</i>	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).
<i>Shall</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>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>	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.
<i>Vendor</i>	Organization/individual submitting a proposal in response to this RFP.
<i>Will</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

2.1 STATE OBSERVED HOLIDAYS

The State observes the holidays noted in the following table. When January 1st, July 4th, November 11th or December 25th falls on Saturday, the preceding Friday is observed as

the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.

Holiday	Day Observed
New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	Friday following the Fourth Thursday in November
Christmas Day	December 25

3. SCOPE OF WORK

3.1 TITLE AND ESCROW SERVICES AND FEES

The Governor's Office of Energy requests proposals for Title and Escrow Services to include the following:

- CLTA policy on loans made between the GOE and applicants
- Title insurance and fee(s) for leasehold estates
- Deed of Trust preparation and recordation fee(s)
- Escrow Fees (all inclusive or breakdown of applicable fees)

Loans granted from the state's Revolving Loan Fund are anticipated to be between \$50,000 and \$2,000,000. Vendors must be able to process a wide variety of loans amounts within this range.

3.2 VOUCHER CONTROL SERVICES

In addition to Title and Escrow services the GOE requests all proposals include Voucher Control Services. The following are minimum requirements a voucher control service must provide:

- Monthly and/or quarterly billing services for loans between \$50,000 and \$2,000,000
- Collection services
- Physical paper record keeping of all payments received in compliance with federal law
- Preparation and processing of all tax related documentation such as 1099-INT, etc.
- Loan disbursement services
- Ability to supply quarterly reports to the GOE of disbursements and payments

Disbursements cannot be made to loan recipients for research or general planning, refinancing of existing debt, purchase of land or water rights, operational expenses (except as allowed under energy conservation and energy efficiency) and maintenance. The disbursement agent would be responsible for ensuring these requirements were met. However, disbursements can't be made without written approval from the GOE RLF Administrator or Director. Adequate explanation of services should

be added to any disbursement agreements made between agent and applicant. A sample of any disbursement agreements or requests intended to be used should be included in proposal.

Proposals must include Voucher Control Services in order to be considered under this RFP. Title companies may contract with a third party to offer these services as part of the contract with the GOE.

The GOE reserves the right to not award the contract to any responding vendor should the proposals not adequately encompass the needs of the GOE.

3.3 FEDERAL COMPLIANCE

All work performed under contract with federal funds must comply with the following where applicable:

- America Recovery and Reinvestment Act
- Davis-Bacon Act
- Buy American Act
- National Environmental Policy Act
- National Historic Preservation Act

Vendor is responsible for researching, understanding, and accepting each of the above federal-fund requirements. Proposals should include a demonstrated understanding or experience with federal funds. Vendor must review the requirements and sign ***Attachment J, ARRA Special Terms and Conditions***.

4. COMPANY BACKGROUND AND REFERENCES

4.1 PRIMARY VENDOR INFORMATION

4.1.1 Vendors must provide a company profile in the table format below.

Question	Response
Company name:	
Ownership (sole proprietor, partnership, etc.):	
State of incorporation:	
Date of incorporation:	
# of years in business:	
List of top officers:	
Location of company headquarters:	
Location(s) of the company offices:	
Location(s) of the office that will provide the services described in this RFP:	
Number of employees locally with the expertise to support the requirements identified in this RFP:	
Number of employees nationally with the expertise to support the requirements in this RFP:	
Location(s) from which employees will be assigned for this project:	

4.1.2 **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.

4.1.3 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>. Vendors must provide the following:

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

Is "Legal Entity Name" the same name as vendor is doing business as?

Yes		No	
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If "No," provide explanation.

4.1.4 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 that do not contain the requisite licensure may be deemed non-responsive.

4.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes		No	
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If "Yes," complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

4.1.6 Are you or any of your employees now or have been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	
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If “Yes”, please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person will be performing or producing the services which you will be contracted to provide under this contract, you must disclose the identity of each such person in your response to this RFP, and specify the services that each person will be expected to perform.

- 4.1.7 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor’s ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP must also be disclosed.

Does any of the above apply to your company?

Yes		No	
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If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

Question	Response	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, or litigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

- 4.1.8 Vendors must review the insurance requirements specified in ***Attachment E, Insurance Schedule for RFP 0601***. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in ***Attachment E***.

Yes		No	
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Any exceptions and/or assumptions to the insurance requirements **must** be identified on **Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP**. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Upon contract award, the successful vendor **must** provide the Certificate of Insurance identifying the coverages as specified in **Attachment E, Insurance Schedule for RFP 0601**.

- 4.1.9 Company background/history and why vendor is qualified to provide the services described in this RFP.
- 4.1.10 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.
- 4.1.11 Financial information and documentation to be included in **Part III**, of vendor's response in accordance with **Section 9.4, Confidential Information**.
 - 4.1.11.1 Dun and Bradstreet Number
 - 4.1.11.2 Federal Tax Identification Number
 - 4.1.11.3 The last two (2) years and current year interim:
 - A. Profit and Loss Statement
 - B. Balance Statement

4.2 SUBCONTRACTOR INFORMATION

- 4.2.1 Does this proposal include the use of subcontractors?

Yes		No	
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If "Yes", vendors must:

- 4.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 4.2.1.2 If any tasks are to be completed by subcontractor(s), vendors must:
 - A. Describe the relevant contractual arrangements;
 - B. Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and

- C. Describe your previous experience with subcontractor(s).
- 4.2.1.3 Vendors must describe the methodology, processes and tools utilized for:
- A. Selecting and qualifying appropriate subcontractors for the project/contract;
 - B. Ensuring subcontractor compliance with the overall performance objectives for the project;
 - C. Ensuring that subcontractor deliverables meet the quality objectives of the project/contract; and
 - D. Providing proof of payment to any subcontractor(s) used for this project/contract, if requested by the State. Proposal should include a plan by which, at the State's request, the State will be notified of such payments.
- 4.2.1.4 Provide the same information for any proposed subcontractors as requested in **Section 4.1, Vendor Information**.
- 4.2.1.5 Business references as specified in **Section 4.3, Business References** must be provided for any proposed subcontractors.
- 4.2.1.6 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 4.2.1.7 Vendor must notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in **Section 4.2, Subcontractor Information**. The vendor must receive agency approval prior to subcontractor commencing work.

4.3 BUSINESS REFERENCES

- 4.3.1 Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last three (3) years.
- 4.3.2 Vendors must provide the following information for **every** business reference provided by the vendor and/or subcontractor:

The "Company Name" must be the name of the proposing vendor or the vendor's proposed subcontractor.

Reference #:			
Company Name:			
Identify role company will have for this RFP project (Check appropriate role below):			
	VENDOR		SUBCONTRACTOR
Project Name:			
Primary Contact Information			
Name:			
Street Address:			
City, State, Zip			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Alternate Contact Information			
Name:			
Street Address:			
City, State, Zip			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Project Information			
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:			
Original Project/Contract Start Date:			
Original Project/Contract End Date:			
Original Project/Contract Value:			
Final Project/Contract Date:			
Was project/contract completed in time originally allotted, and if not, why not?			
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?			

- 4.3.3 Vendors must also submit **Attachment F, Reference Questionnaire** to the business references that are identified in **Section 4.3.2**.
- 4.3.4 The company identified as the business references must submit the Reference Questionnaire directly to the GOE.
- 4.3.5 It is the vendor's responsibility to ensure that completed forms are received by the GOE on or before the deadline as specified in **Section 8, RFP Timeline** for

inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

- 4.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

4.4 VENDOR STAFF RESUMES

A resume must be completed for each proposed key personnel responsible for performance under any contract resulting from this RFP per ***Attachment G, Proposed Staff Resume***.

5. COST

Cost information ***must not*** be included with the vendor's Technical Proposal, please refer to ***Section 9, Proposal Submission Requirements, Format and Content***.

Vendors must provide detailed fixed prices for all costs associated with the responsibilities and related services. Clearly specify the nature of all expenses anticipated (refer to ***Attachment H, Cost Schedule***).

6. FINANCIAL

6.1 PAYMENT

- 6.1.1 Payment for contracted service will be upon satisfactory completion of services and paid through escrow.
- 6.1.2 Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this RFP electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.
- 6.1.3 Invoices are to be submitted upon completion of contract milestones (if known, list); using agency approval will be upon satisfactory completion as determined by the agency's contract monitor.

6.2 BILLING

- 6.2.1 The State does not issue payment prior to receipt of goods or services.
- 6.2.2 The vendor must bill the State as outlined in the approved contract and/or payment schedule.
- 6.2.3 Vendors may propose an alternative payment option; alternative payment options must be listed on ***Attachment I, Cost Proposal Certification of Compliance with Terms and Conditions of 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.

- 6.2.4 The State presently has a Procurement Card Program that participating State agencies may use to pay for some of their purchases. The Program is issued through a major financial institution and is treated like any other major credit card. Using agencies may desire to use the card as a method of payment. No additional charges or fees shall be imposed for using the card. Please indicate in your proposal response if you will accept

7. WRITTEN QUESTIONS AND ANSWERS

7.1 QUESTIONS AND ANSWERS

- 7.1.1 In lieu of a pre-proposal conference, the GOE will accept questions and/or comments in writing, received either by email or facsimile regarding this RFP.
- 7.1.2 Questions must reference the identifying RFP number (#0601) and be addressed to the State of Nevada, Governor's Office of Energy, Attn: Suzanne Linfante, emailed to slinfante@energy.nv.gov or faxed to (775) 687-1869.
- 7.1.3 The deadline for submitting questions is as specified in **Section 8, RFP Timeline**.
- 7.1.4 Vendors must provide their company name, address, phone number, email address, fax number, and contact person when submitting questions.
- 7.1.5 All questions and/or comments will be addressed in writing and responses emailed or faxed to prospective vendors on or about the date specified in **Section 8, RFP Timeline**.

8. RFP 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. The State also reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

Task	Date/Time
Deadline for submitting first set of questions	07/11/14 @ 2:00 PM
Answers posted to website	On or about 07/16/14
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 07/25/14
Deadline for submission and opening of proposals	No later than 2:00 PM on 07/31/14
Evaluation period (approximate time frame)	08/01/2014 to 08/08/2014
Selection of vendor	On or about 08/13/14

Task	Date/Time
Anticipated BOE approval	10/08/14
Contract start date (contingent upon BOE approval)	10/08/14

9. PROPOSAL SUBMISSION INSTRUCTIONS

9.1 GENERAL SUBMISSION INSTRUCTIONS

Vendors' proposals must be packaged and submitted in counterparts; therefore, vendors must pay close attention to the submission requirements.

If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with **Section 9.4, Part III Confidential Information**. Specific references made to the tab, page, section and/or paragraph where the confidential information can be located must be identified on **Attachment A, Confidentiality and Certification of Indemnification** and comply with the requirements stated in **Section 9.6, Confidentiality of Proposals**.

The required CDs must contain information as specified in **Section 9.5.4**.

Detailed instructions on proposal submission and packaging follows and vendors must submit their proposals as identified in the following sections. Proposals and CDs that do not comply with the following requirements may be deemed non-responsive and rejected at the State's discretion.

- 9.1.1 All information is to be completed as requested.
- 9.1.2 Each section within the technical proposal and cost proposal must be separated by clearly marked tabs with the appropriate section number and title as specified.
- 9.1.3 Although it is a public opening, only the names of the vendors submitting proposals will be announced per 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 GOE designee as soon as possible and at least two (2) days in advance of the opening.
- 9.1.4 If discrepancies are found between two (2) or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one (1) 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 (1) copy to be used as the master.
- 9.1.5 For ease of evaluation, the proposal must be presented in a format that corresponds to and references sections outlined within this RFP and must be presented in the same order. Written responses must be in bold/italics and placed immediately following the applicable RFP question, statement and/or

section. Exceptions/assumptions to this may be considered during the evaluation process.

- 9.1.6 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.

Unnecessarily elaborate responses beyond what is sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the proposer's lack of environmental and cost consciousness. Unless specifically requested in this RFP, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

The State of Nevada, in its continuing efforts to reduce solid waste and to further recycling efforts requests that proposals, to the extent possible and practical:

9.1.6.1 Client name;

9.1.6.2 Be submitted on recycled paper;

9.1.6.3 Not include pages of unnecessary advertising;

9.1.6.4 Be printed on both sides of each sheet of paper; and

9.1.6.5 Be contained in re-usable binders rather than with spiral or glued bindings.

- 9.1.7 For purposes of addressing questions concerning this RFP, the sole contact will be the GOE as specified on Page 1 of this RFP. 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 per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

- 9.1.8 Any vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the GOE. To be considered, a request for review must be received no later than the deadline for submission of questions.

The GOE 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.

- 9.1.9 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive per NRS 333.311.

9.2 PART I – TECHNICAL PROPOSAL

- 9.2.1 The technical proposal must include:

- 9.2.1.1 One (1) original marked "MASTER"; and
9.2.1.2 Four (4) identical copies.

- 9.2.2 The Technical Proposal ***must not include*** confidential information (refer to ***Section 9.4, Part III, Confidential Information***) or cost and/or pricing information. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.

- 9.2.3 Format and Content

- 9.2.3.1 Tab I – Title Page

The title page must include the following:

Part I – Technical Proposal	
RFP Title:	Title, Escrow, and Voucher Control Services
RFP:	0601
Vendor Name:	
Address:	
Proposal Opening Date:	07/31/14
Proposal Opening Time:	2 PM

- 9.2.3.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

- 9.2.3.3 Tab III – Vendor Information Sheet

The vendor information sheet completed with an original signature by an individual authorized to bind the organization must be included in this tab.

- 9.2.3.4 Tab IV – State Documents

The State documents tab must include the following:

- A. The signature page from all amendments with an original signature by an individual authorized to bind the organization.
- B. Attachment A – Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.
- C. Attachment C – Vendor Certifications with an original signature by an individual authorized to bind the organization.
- D. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.
- E. Copies of applicable certifications and/or licenses.

9.2.3.5 Tab V – Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP

- A. ***Attachment B*** with an original signature by an individual authorized to bind the organization must be included in this tab.
- B. If the exception and/or assumption require a change in the terms or wording of any section of the RFP, the contract, or any incorporated documents, vendors must provide the specific language that is being proposed on ***Attachment B***.
- C. Only technical exceptions and/or assumptions should be identified on ***Attachment B***.
- D. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

9.2.3.6 Tab VI – Scope of Work

Vendors must place their written response(s) in ***bold/italics*** immediately following the applicable RFP question, statement and/or section.

9.2.3.7 Tab VII – Section 4 – Company Background and References

Vendors must place their written response(s) in ***bold/italics*** immediately following the applicable RFP question, statement and/or section. This section must also include the requested

information in **Section 4.2, Subcontractor Information**, if applicable.

9.2.3.8 Tab VIII – Attachment G – Proposed Staff Resumes(s)

Vendors must include all proposed staff resumes per **Section 4.4, Vendor Staff Resumes** in this section. This section should also include any subcontractor proposed staff resumes, if applicable.

9.2.3.9 Tax IX – Other Informational Material

Vendors must include any other applicable reference material in this section clearly cross referenced with the proposal.

9.3 PART II – COST PROPOSAL

9.3.1 The cost proposal must include:

9.3.1.1 One (1) original marked “MASTER”; and

9.3.1.2 Four (4) identical copies.

9.3.2 The Cost Proposal **must not** be marked “confidential”. Only information that is deemed proprietary per NRS 333.020(5)(a) may be marked as “confidential”.

9.3.3 Format and Content

9.3.3.1 Tab I – Title Page

The title page must include the following:

Part II – Cost Proposal	
RFP Title:	Title, Escrow, and Voucher Control Services
RFP:	0601
Vendor Name:	
Address:	
Proposal Opening Date:	07/31/14
Proposal Opening Time:	2PM

9.3.3.2 Tab II – Cost Proposal

Vendor’s response for the cost proposal must be included in this tab.

9.3.3.3 Tab III – Attachment I, Cost Proposal Certification of Compliance with Terms and Conditions of RFP

A. **Attachment I** with an original signature by an individual authorized to bind the organization must be included in this tab.

- B. In order for any cost exceptions and/or assumptions to be considered, vendors must provide the specific language that is being proposed in ***Attachment I***.
- C. Only cost exceptions and/or assumptions should be identified on ***Attachment I***.
- D. ***Do not restate*** the technical exceptions and/or assumptions on this form.
- E. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

9.4 PART III – CONFIDENTIAL INFORMATION

9.4.1 The confidential information proposal must include:

- 9.4.1.1 One (1) original marked “MASTER”; and
- 9.4.1.2 One (1) identical copy.

9.4.2 Format and Content

9.4.2.1 Tab I – Title Page

The title page must include the following:

Part III – Confidential Information	
RFP Title:	Title, Escrow, and Voucher Control Services
RFP:	0601
Vendor Name:	
Address:	
Proposal Opening Date:	07/31/14
Proposal Opening Time:	2PM

9.4.2.2 Tab II - Confidential Technical Information

- A. Vendors only need to submit information in Tab II if the proposal includes any confidential technical information (***Refer to Attachment A, Confidentiality and Certification of Indemnification***).
- B. Vendors must cross reference back to the technical proposal sections, as applicable.

9.4.2.3 Tab III – Confidential Financial Information

Vendors must place the information requested in **Section 4.1.11** in this tab

9.5 CONFIDENTIALITY OF PROPOSALS

- 9.5.1 As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.
- 9.5.2 Vendors are required to submit written documentation in accordance with **Attachment A, Confidentiality and Certification of Indemnification** demonstrating the material within the proposal marked “confidential” conforms to NRS §333.333, which states “Only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5)”. Not conforming to these requirements will cause your proposal to be deemed non-compliant and will not be accepted by the State of Nevada.
- 9.5.3 Vendors acknowledge that material not marked as “confidential” will become public record upon contract award.
- 9.5.4 The required CDs must contain the following:

- 9.5.4.1 One (1) “**Master**” CD with an exact duplicate of the technical and cost proposal contents only.

- A. The electronic files must follow the format and content section for the technical and cost proposal.
- B. The CD must be packaged in a case and clearly labeled as follows:

Master CD	
RFP No:	0601
Vendor Name:	
Contents:	Part I – Technical Proposal Part II – Cost Proposal Part III – Confidential Technical

- 9.5.4.2 One (1) “**Public Records CD**” which must include the technical and cost proposal contents to be used for public records requests.

- A. This CD **must not** contain any confidential or proprietary information.
- B. The electronic files must follow the format and content section for the redacted versions of the technical and cost proposal.
- C. All electronic files ***must*** be saved in “PDF” format.

- D. The CD must be packaged in a case and clearly labeled as follows:

Public Records CD	
RFP No:	0601
Vendor Name:	
Contents:	Part I – Technical Proposal for Public Records Request Part II – Cost Proposal for Public Records Request

- 9.5.5 It is the vendor's responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation.
- 9.5.6 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 release of said information.

9.6 PROPOSAL PACKAGING

- 9.6.1 If the separately sealed technical and cost proposals as well as confidential technical information and financial documentation, marked as required, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked as follows.
- 9.6.2 Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate these labels for ease and accuracy of proposal packaging.

Suzanne Linfante Governor's Office of Energy 755 North Roop Street, Suite 202 City, NV 89701	
RFP:	0601
PROPOSAL OPENING DATE:	07/31/14
PROPOSAL OPENING TIME:	2PM
FOR:	Title, Escrow, and Voucher Control Services
VENDOR'S NAME:	

- 9.6.3 Proposals ***must be received at the address referenced below no later than the date and time specified in Section 8, RFP Timeline.*** 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.
- 9.6.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared.
- 9.6.5 Email, facsimile, 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 email, facsimile, or written notice provided such notice is received prior to the opening of the proposals.

- 9.6.6 The technical proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Suzanne Linfante Governor's Office of Energy 755 North Roop Street, Suite 202 City, NV 89701	
RFP:	0601
PROPOSAL COMPONENT:	PART I - TECHNICAL
PROPOSAL OPENING DATE:	07/31/14
PROPOSAL OPENING TIME:	2PM
FOR:	Title, Escrow, and Voucher Control Services
VENDOR'S NAME:	

- 9.6.7 The cost proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Suzanne Linfante Governor's Office of Energy 755 North Roop Street, Suite 202 City, NV 89701	
RFP:	0601
PROPOSAL COMPONENT:	PART II - COST
PROPOSAL OPENING DATE:	07/31/14
PROPOSAL OPENING TIME:	2PM
FOR:	Title, Escrow, and Voucher Control Services
VENDOR'S NAME:	

- 9.6.8 Confidential information shall be submitted to the State in a sealed package and be clearly marked as follows:

Suzanne Linfante Governor's Office of Energy 755 North Roop Street, Suite 202 City, NV 89701	
RFP:	0601
PROPOSAL COMPONENT:	PART III – CONFIDENTIAL INFORMATION
PROPOSAL OPENING DATE:	07/31/14
PROPOSAL OPENING TIME:	2PM
FOR:	Title, Escrow, and Voucher Control Services
VENDOR'S NAME:	

- 9.6.9 The CDs shall be submitted to the State in a sealed package and be clearly marked as follows:

Suzanne Linfante Governor's Office of Energy 755 North Roop Street, Suite 202 City, NV 89701	
RFP:	0601
PROPOSAL COMPONENT:	CDs
PROPOSAL OPENING DATE:	07/31/14
PROPOSAL OPENING TIME:	2 PM
FOR:	Title, Escrow, and Voucher Control Services
VENDOR'S NAME:	

10. PROPOSAL EVALUATION AND AWARD PROCESS

- 10.1 Proposals shall be consistently evaluated and scored in accordance with NRS §333.335(3) based upon the following criteria:
- 10.1.1 Demonstrated competence
 - 10.1.2 Experience in performance of comparable engagements
 - 10.1.3 Conformance with the terms of this RFP
 - 10.1.4 Expertise and availability of key personnel
 - 10.1.5 Cost
 - 10.1.6 Presentations
 - 10.1.6.1 Following the evaluation and scoring process specified above, the State may require vendors to make a presentation of their proposal to the evaluation committee or other State staff, as applicable.
 - 10.1.6.2 The State, at its option, may limit participation in vendor presentations up to the four (4) highest ranking vendors.
 - 10.1.6.3 The State reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

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

Proposals shall be kept confidential until a contract is awarded.

- 10.2 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)

- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 333.700).

11. TERMS AND CONDITIONS

11.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they **MUST** identify in detail their exceptions and/or assumptions on ***Attachment B, Technical Proposal Certification of Compliance***. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in ***Attachment B***. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

- 11.1.1 This procurement is being conducted in accordance with NRS chapter 333 and NAC chapter 333.

- 11.1.2 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.
- 11.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 11.1.4 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.
- 11.1.5 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements and lease purchase agreements. The omission of these documents renders a proposal non-responsive.
- 11.1.6 The State reserves the right to reject any or all proposals received prior to contract award (NRS §333.350).
- 11.1.7 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).
- 11.1.8 Any irregularities or lack of clarity in the RFP should be brought to the GOE designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 11.1.9 Descriptions on how any and all services and/or equipment will be used to meet the requirements of this RFP shall be given, in detail, along with any additional informational documents that are appropriately marked.
- 11.1.10 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 11.1.11 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.
- 11.1.12 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.
- 11.1.13 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).
- 11.1.14 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.

- 11.1.15 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposals 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.
- 11.1.16 Proposals submitted per proposal submission requirements 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 masters of the technical proposal, confidential technical proposal, cost proposal and confidential financial information of each response shall be retained for official files.
- 11.1.17 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 11.1.18 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and chapter 333 of the NAC.

11.2 CONTRACT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they **MUST** identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

- 11.2.1 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.
- 11.2.2 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.
- 11.2.3 The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.
- 11.2.4 **Attachment B and Attachment I** of this RFP shall constitute an agreement to **all** terms and conditions specified in the RFP, except such terms and

conditions that the vendor expressly excludes. Exceptions and assumptions will be taken into consideration as part of the evaluation process; however, vendors **must** be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

- 11.2.5 The State reserves the right to negotiate final contract terms with any vendor selected per 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, any modifications and clarifications to the awarded vendor's proposal, the RFP, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 11.2.6 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.
- 11.2.7 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.
- 11.2.8 Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

11.3 PROJECT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they **MUST** identify in detail their exceptions and/or assumptions on ***Attachment B, Technical Proposal Certification of Compliance***. In order for any exceptions and/or assumptions to be considered they **MUST** be documented

in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

11.3.1 Award of Related Contracts

11.3.1.1 The State may undertake or award supplemental contracts for work related to this project or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors and the State in all cases.

11.3.1.2 All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

11.3.2 Products and/or Alternatives

11.3.2.1 The vendor shall not propose an alternative that would require the State to acquire hardware or software or change processes in order to function properly on the vendor's system unless vendor included a clear description of such proposed alternatives and clearly mark any descriptive material to show the proposed alternative.

11.3.2.2 An acceptable alternative is one the State considers satisfactory in meeting the requirements of this RFP.

11.3.2.3 The State, at its sole discretion, will determine if the proposed alternative meets the intent of the original RFP requirement.

11.3.3 State Owned Property

The awarded vendor shall be responsible for the proper custody and care of any State owned property furnished by the State for use in connection with the performance of the contract and will reimburse the State for any loss or damage.

11.3.4 Inspection/Acceptance of Work

11.3.4.1 It is expressly understood and agreed all work done by the contractor shall be subject to inspection and acceptance by the State.

11.3.4.2 Any progress inspections and approval by the State of any item of work shall not forfeit the right of the State to require the correction of any faulty workmanship or material at any time during the course of the work and warranty period thereafter, although previously approved by oversight.

11.3.4.3 Nothing contained herein shall relieve the contractor of the responsibility for proper installation and maintenance of the work,

materials and equipment required under the terms of the contract until all work has been completed and accepted by the State.

11.3.5 Travel

If travel is required, the following processes must be followed:

- 11.3.5.1 Requests for reimbursement of travel expenses must be submitted on the State Claim for Travel Expense Form with original receipts for all expenses.
- 11.3.5.2 The travel expense form, with original signatures, must be submitted with the vendor's invoice.
- 11.3.5.3 Vendor will be reimbursed travel expenses and per diem at the rates allowed for State employees at the time travel occurs.
- 11.3.5.4 The State is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by vendor for a rental vehicle.

11.3.6 Right to Publish

- 11.3.6.1 All requests for the publication or release of any information pertaining to this RFP and any subsequent contract must be in writing and sent to the Director of the GOE or designee.
- 11.3.6.2 No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of the Director of the GOE or designee.
- 11.3.6.3 As a result of the selection of the contractor to supply the requested services, the State is neither endorsing nor suggesting the contractor is the best or only solution.
- 11.3.6.4 The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with the specific advance written authorization of the Director of the GOE or designee.
- 11.3.6.5 Throughout the term of the contract, the contractor must secure the written approval of the State per **Section 11.3.7.2** prior to the release of any information pertaining to work or activities covered by the contract.

11.3.7 Protection of Sensitive Information

Protection of sensitive information will include the following:

- 11.3.7.1 Sensitive information in existing legacy applications will encrypt data as is practical.
- 11.3.7.2 Confidential Personal Data will be encrypted whenever possible.
- 11.3.7.3 Sensitive Data will be encrypted in all newly developed applications.

12. 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 – Technical Proposal Submission Requirements		Completed
Required number of Technical Proposals per submission requirements		
Tab I	Title Page	
Tab II	Table of Contents	
Tab III	Vendor Information Sheet	
Tab IV	State Documents	
Tab V	Attachment B – Technical Proposal Certification of Compliance with Terms and Conditions of RFP	
Tab VI	Section 3 – Scope of Work	
Tab VII	Section 4 – Company Background and References	
Tab VIII	Attachment G – Proposed Staff Resume(s)	
Tab IX	Other Information Material	
Part II – Cost Proposal Submission Requirements		
Required number of Cost Proposals per submission requirements		
Tab I	Title Page	
Tab II	Cost Proposal	
Tab III	Attachment J - Cost Proposal Certification of Compliance with Terms and Conditions of RFP	
Part III – Confidential Information Submission Requirements		
Required number of Confidential Financial Proposals per submission requirements		
Tab I	Title Page	
Tab II	Confidential Technical Information	
Tab III	Confidential Financial Information	
CDs Required		
One (1)	Master CD with the technical and cost proposal contents only	
One (1)	Public Records CD with the technical and cost proposal public record contents only	
Reference Questionnaire Reminders		
Send out Reference Forms for Vendor (with Part A completed)		
Send out Reference Forms for proposed Subcontractors (with Part A completed, if applicable)		

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

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 RFP, vendors are requested to submit confidential information in a separate binder marked “**Part III - Confidential Information**”.

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

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part III – Confidential Technical Information			
YES		NO	
Justification for Confidential Status			

A Public Records CD has been included for the Technical and Cost Proposal			
YES		NO	

Part III – Confidential Financial Information			
YES		NO	
Justification for Confidential Status			

Company Name

Signature

Print Name

Date

This document must be submitted in Tab IV of vendor’s technical proposal

**ATTACHMENT B – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE
WITH TERMS AND CONDITIONS OF RFP**

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

YES _____ I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors ***must*** provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Company Name

Signature

Print Name

Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

This document must be submitted in Tab V of vendor's technical proposal

ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- (6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.
- (7) 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.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Vendor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Vendor Company Name

Vendor Signature

Print Name

Date

This document must be submitted in Tab IV of vendor's technical proposal

ATTACHMENT D – 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.

If exceptions and/or assumptions require a change to the Contract Form, vendors **must** provide the specific language that is being proposed on ***Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP.***

Please pay particular attention to the insurance requirements, as specified in Paragraph 16 of the embedded contract and *Attachment E, Insurance Schedule.*

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A 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 333.700 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. “Current State Employee” means a person who is an employee of an agency of the State. “Former State Employee” means a person who was an employee of any agency of the State at any time within the preceding 24 months.

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 termination for default, or notice of termination 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 this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: STATE SOLICITATION OR RFP # _____ 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. BILLING SUBMISSION: TIMELINESS. 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 calendar 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. In the event that the Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

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, parttime, 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 Contractor's general liability insurance policy, 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 by the 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 underlying 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 or 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.

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. NOTIFICATION OF UTILIZATION OF CURRENT OR FORMER STATE EMPLOYEES. Contractor has disclosed to the State all persons that the Contractor will utilize to perform services under this Contract who are Current State Employees or Former State Employees. Contractor will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this contract without first notifying the Contracting Agency of the identity of such persons and the services that each such person will perform, and receiving from the Contracting Agency approval for the use of such persons.

29. ASSIGNMENT OF ANTITRUST CLAIMS. Contractor irrevocably assigns to the State any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim for relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's obligations under this Contract to irrevocably assign to the State, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state of Nevada or federal antitrust laws in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.

30. 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 laws 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.

31. 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 _____ (Da)

ATTACHMENT BB
INSURANCE SCHEDULE

(Refer to Attachment E of RFP 0601)

ATTACHMENT E – INSURANCE SCHEDULE FOR RFP 0601

The following Insurance Schedule is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in the Insurance Schedule, as this is the standard insurance schedule used by the State for all services of independent contractors.

If exceptions and/or assumptions require a change to the Insurance Schedule, vendors **must** provide the specific language that is being proposed on ***Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP.***

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. **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.

4. **Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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, Department (Division) of Governor's Office of Energy 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 **(State agency Representative's Name & Address)**.
- 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 **(State Agency Representative's Name and Address)**. 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 Risk Management Division or the Attorney General's Office, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ATTACHMENT F – 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.

INSTRUCTIONS TO PROPOSING VENDOR	
1.	Proposing vendor or vendor's proposed subcontractor MUST complete Part A of the Reference Questionnaire.
2.	Proposing vendor MUST send the following Reference Questionnaire to EACH business reference listed for completion of Part B, Part C and Part D.
3.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to: State of Nevada, Governor's Office of Energy Subject: RFP 0601 Attention: Suzanne Linfante Email: slinfante@energy.nv.gov Fax: 775-687-1869 Please reference the RFP number in the subject line of the email or on the fax.
4.	The completed Reference Questionnaire MUST be received no later than 4:30 PM PT <u>07/25/14</u>
5.	Business references are NOT to return the Reference Questionnaire to the Proposer (Vendor).
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

**BUSINESS REFERENCE'S RESPONSE TO REFERENCE QUESTIONNAIRE FOR
REQUEST FOR PROPOSAL (RFP) 0601**

Title, Escrow, and Voucher Control Services

PART A – TO BE COMPLETED BY PROPOSING VENDOR:

Company Name Submitting Proposal:	
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Reference is requested for vendor as identified above; or

Company Name acting as subcontractor for vendor identified above

PART B – BUSINESS REFERENCE INSTRUCTIONS	
1.	This Reference Questionnaire is being submitted to your organization for completion as a business reference for the company listed in Part A, above.
2.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to: State of Nevada, Governor's Office of Energy Subject: RFP 0601 Attention: Suzanne Linfante Email: slinfante@energy.nv.gov Fax: 775-687-1869 Please reference the RFP number in the subject line of the email or on the fax.
3.	The completed Reference Questionnaire MUST be received no later than 4:30 PM PT <u>07/25/14</u>
4.	Do NOT return the Reference Questionnaire to the Proposer (Vendor).
5.	In addition to the Reference Questionnaire, the State may contact references by phone for further clarification, if necessary.
6.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.
7.	When contacting the State, please be sure to include the RFP number listed at the top of this page.
8.	We request all questions be answered. If an answer is not known please answer as "U/K". If the question is not applicable please answer as "N/A".
9.	If you need additional space to answer a question or provide a comment, please attach additional pages. If attaching additional pages, please place your company/organization name on each page and reference the RFP # noted at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED (Please print)

Company Providing Reference:	
Contact Name:	
Title:	
Contact Telephone Number:	
Contact Email Address:	

RATING SCALE:

Where a rating is requested and using the Rating Scale provided below, rate the following questions by noting the appropriate number for each item. Please provide any additional comments you feel would be helpful to the State regarding this contractor.

Category	Rating
Poor or Inadequate Performance	0
Below Average Performance	1 – 3
Average Performance	4 – 6
Above Average Performance	7 – 9
Excellent Performance	10

PART C – QUESTIONS:

1. In what capacity have you worked with this vendor in the past?	

2. Rate the firm's knowledge and expertise.	RATING:
Comments: 	

3. Rate the vendor's flexibility relative to changes in the project scope and timelines.	RATING:
Comments: 	

4. Rate your level of satisfaction with hard copy materials produced by the vendor.	RATING:
Comments: 	

5. Rate the dynamics/interaction between the vendor and your staff.	RATING:
Comments: 	

6. Rate your satisfaction with the products developed by the vendor.	RATING:
Comments: 	

7. Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. <i>(This pertains to delays under the control of the vendor.)</i>	RATING:
Comments:	
8. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions.	RATING:
Comments:	
9. Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted.	RATING:
Comments:	
10. Rate the accuracy and timeliness of the vendor's billing and/or invoices.	RATING:
Comments:	
11. Rate the vendor's ability to quickly and thoroughly resolve a problem related to the services provided.	RATING:
Comments:	
12. Rate the vendor's flexibility in meeting business requirements.	RATING:
Comments:	
13. Rate the likelihood of your company/organization recommending this vendor to others in the future.	RATING:
Comments:	
14. With which aspect(s) of this vendor's services are you most satisfied?	
Comments:	

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

16. Would you recommend this vendor to your organization again?
Comments:

PART D – GENERAL INFORMATION:

1. During what time period did the vendor provide these services for your organization?				
Month/Year:		TO:	Month/Year:	

ATTACHMENT G – PROPOSED STAFF RESUME

A resume must be completed for all proposed contractor staff and proposed subcontractor staff using the state format.

COMPANY NAME:			
☐ Contractor		☐ Subcontractor	
Name:			☐ Key Personnel
Classification:		# of Years in Classification:	
Brief Summary: of Experience:			
# of Years with Firm:			
RELEVANT PROFESSIONAL EXPERIENCE			
Required Information: MMYYYY to Present: Vendor Name: Client Name: Client Contact Name: Client Address, Phone Number, Email: Role in Contract/Project: Details and Duration of Contract/Project:			
Required Information: MMYYYY to MMYYYY: Vendor Name: Client Name: Client Contact Name: Client Address, Phone Number, Email: Role in Contract/Project: Details and Duration of Contract/Project:			
Required Information: MMYYYY to MMYYYY: Vendor Name: Client Name: Client Contact Name: Client Address, Phone Number, Email: Role in Contract/Project: Details and Duration of Contract/Project:			
EDUCATION			
Institution Name: City: State: Degree/Achievement: Certifications:			
REFERENCES			
Minimum of three (3) required, including name, title, organization, phone number, fax number and email address			

ATTACHMENT H – COST SCHEDULE

The GOE does not have a specified form for a cost schedule due to the nature of the services. Please attach Vendor cost schedule breakdown to proposal inclusive of all services described in the Scope of Work.

**ATTACHMENT I – COST PROPOSAL CERTIFICATION OF COMPLIANCE
TERMS AND CONDITIONS OF RFP**

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

YES _____ I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors ***must*** provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Note: Only cost exceptions and/or assumptions should be identified on this attachment. Do not restate the technical exceptions and/or assumptions on this attachment.

Company Name

Signature

Print Name

Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

**This document must be submitted in Tab III of vendor's cost proposal.
This form MUST NOT be included in the technical proposal.**

ATTACHMENT J - ARRA SPECIAL TERMS AND CONDITIONS

SPECIAL TERMS AND CONDITIONS TO BE INCLUDED IN AGREEMENTS FUNDED IN WHOLE OR IN PART BY THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

The following are Special Terms and Conditions to be used for procurements funded by the American Recovery and Reinvestment Act of 2009. Other special terms and conditions may be developed and included when appropriate or as required by the Federal granting agency.

- 1. GENERAL:** This contract is governed by the provisions of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (the "Recovery Act" or "ARRA") and Federal Regulations and other guidance from the federal government implementing the Recovery Act (collectively, "Recovery Act Requirements" or "ARRA Requirements"), and the Recipient agrees that it will comply with all Recovery Act Requirements applicable to this agreement. In the event of a conflict between the terms of this agreement and the Recovery Act Requirements, the provisions of the Recovery Act Requirements shall be controlling. The Recipient acknowledges that these Special Terms and Conditions may require changes due to future revisions of the Recovery Act Requirements, and Recipient agrees that it shall comply with any such changes upon receipt of written notification from the state of Nevada of such changes. Such changes will become a material part of the agreement without the necessity of either party executing an amendment to this agreement. Recipient also agrees that it will provide all information and documentation required by the state of Nevada in order to comply with the Recovery Act Requirements. Recipient agrees that, to the extent ARRA Requirements conflict with state of Nevada requirements, the ARRA Requirements shall control.
- 2. D-U-N-S® NUMBER:** All Recipients are required to provide the state of Nevada with their unique Dun & Bradstreet Data Universal Numbering System D-U-N-S® number prior to award.
- 3. JOB CREATION AND RETENTION:** The Recipient shall provide to the state of Nevada an estimate of the number of new positions created and filled, positions retained, or previously existing unfilled positions that are filled or retained as a result of this Agreement. The estimated number shall be expressed as full-time equivalent (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the Recipient. The Recipient shall update the information regarding jobs creation and retention on a quarterly basis, and shall provide each updated report to the state of Nevada no later than ten business days before the end of each calendar quarter.

The Recipient shall provide a brief description of the types of jobs created or jobs retained in the United States and outlying areas. This description may rely on job titles, broader labor categories, or the Recipient's existing practice for describing jobs provided the terms are widely understood and describe the general nature of the work.

DESCRIPTION OF THE TYPES OF JOBS CREATED OR RETAINED

The Recipient will post any job that it creates or seeks to fill as a result of the ARRA funding to the Department of Employment Training and Rehabilitation's job bank at: http://www.detr.state.nv.us/es/es_job_order.htm notwithstanding any other posting they might make. Any advertisements posted by the Recipient for positions pursuant to this agreement must indicate that the position is funded by the American Recovery and Reinvestment Act of 2009.

4. **AUDITING:** The Recipient shall retain all books, records, and other documents to this agreement for five (5) years after final payment. Section 902 of the American Recovery and Reinvestment Act of 2009 provides the U.S. Comptroller General and his representatives with the authority to:
 - a. Examine any records of the Recipient or any of its subcontractors, or any State or local agency administering such agreement, that directly pertain to, and involve transactions relating to, the agreement or any subcontract; and
 - b. Interview any officer or employee of the Recipient or any of its subcontractors, or of any State or local government agency administering the agreement regarding such transaction.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the Recovery Act with respect to this agreement, which is funded with funds made available under the Recovery Act. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Additionally, Section 1515(a) of the Recovery Act provides authority for any representatives of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 to examine any records or interview any employee or officers of the Recipient or its subcontractors working on this agreement. The Recipient is advised that any representatives of an appropriate Inspector General appointed under Section 3 or 8G of the Inspector General Act of 1978 have the authority to examine any record and interview any employee or officer of the Recipient, its subcontractors or other firms working on this agreement. This right of examination shall also include inspection at all reasonable times of the Recipient's plants, or parts of them, engaged in performing the agreement. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

The state of Nevada contracting officer and other representatives of the state of Nevada shall have, in addition to any other audit or inspection right in this agreement, all the audit and inspection rights contained in this section.

5. **BUY AMERICAN:** Section 1605 of the Recovery Act prohibits use of recovery funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. The law requires that this prohibition be applied in a manner consistent with U.S. obligations under international agreements, and it provides for waiver by the head of the federal agency awarding the ARRA funds under three circumstances:
 - a. Iron, steel, or relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
 - b. Inclusion of iron, steel, or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or
 - c. Applying the domestic preference would be inconsistent with the public interest.

6. **WAGE RATE REQUIREMENTS:**

- a. Section 1606 of the Recovery Act requires that all laborers and mechanics employed by recipients and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the **Davis-Bacon** and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard **Davis-Bacon** contract clauses set forth in that section. The standard **Davis-Bacon** contract clauses found in 29 CFR 5.5(a) are incorporated into this agreement and any subcontracts that that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

- b. Inquiries concerning the application of **Davis-Bacon** requirements to a particular federally assisted project should be directed to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

7. REPORTING REQUIREMENTS: Pursuant to Section 1512 of the ARRA, state agencies receiving ARRA funds must submit a report to the federal government containing information on the use of ARRA funds no later than ten (10) calendar days after the end of each calendar quarter. Accordingly, Recipient agrees to provide the state of Nevada with such information, no later than five (5) calendar days after the end of each calendar quarter, as is required by the state of Nevada to comply with ARRA reporting requirements. Section 1512 of ARRA, its implementing regulations (2 CFR §176.50), guidance provided by the White House Office of Management and Budget and the terms of the ARRA grant that provides funds for this agreement provide guidance on what information must be reported.

8. SUBCONTRACTOR FLOW-DOWN REQUIREMENTS: Recipient agrees that it shall include these supplemental terms and conditions, including this requirement, in any of its subcontracts in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

VENDOR:

By: _____
Its: _____