

State of Nevada
Office of the Attorney General
5420 Kietzke Lane, Ste. 202
Reno NV 89511



Jim Gibbons
Governor
Catherine Cortez Masto
Attorney General

THE OFFICE OF THE ATTORNEY GENERAL IS SOLICITING
PROPOSALS FOR A PROGRAM OFFICER POSITION FOR THE
NEVADA STATEWIDE AUTOMATED VICTIM INFORMATION
NOTIFICATION SYSTEM [NV SAVIN] GRANT PROJECT

REQUEST FOR PROPOSAL NO. 2

DEADLINE FOR SUBMITTING QUESTIONS: FEBRUARY 26, 2010

**DEADLINE FOR SUBMISSION AND OPENING DATE & TIME:
MARCH 5, 2010 at 2:00 p.m.**

The AGO is soliciting proposals from individuals [hereinafter referred to as "Applicant"] qualified to provide services as a program officer assigned to the NV SAVIN project. This position will be housed in the Nevada Department of Corrections Central Administration Offices in Carson City, Nevada. Services to be provided include, but are not limited to: 1) state agencies involved with NV SAVIN Project; 2) county and city jails involved with NV SAVIN Project; and 3) the SAVIN Governance Committee. The contract will expire on June 30, 2011.

The actual RFP document consists of 41 pages.

A copy of this Request for Proposal (RFP) may be obtained by any of the following methods:

1. Retrieve the document from the State of Nevada, Purchasing Division's Web Page at: <http://purchasing.state.nv.us/> and click on "Current Services RFP Opportunities". You will be responsible for checking the web site for any amendments.
2. E-Mail us at hrasul@ag.nv.gov and request a copy of the RFP be forwarded to you.
3. Fill out this form and fax it back to Deputy Attorney General Henna Rasul at (775) 688-1822. We will automatically send you any amendments or changes to the RFP.

Applicant Name _____

Address _____ City _____ State _____ Zip _____

Telephone (_____) _____ Fax (_____) _____

E-Mail Address: _____

Preferred method for receiving documents? ___Fax ___Mail ___E-Mail

The Office of the Attorney General
Request For Proposal No. 2
For

A Program Officer Position for the Nevada Statewide
Automated Victim Information Notification System

Release Date:

Deadline for Submission and Opening Date and Time: **March 5, 2010 at 2:00 p.m.**

For additional information, please contact:

Henna Rasul, Deputy Attorney General
(775) 688-1818

(TTY for the Hearing Impaired: 1-800-326-6868.

Ask the relay agent to dial 1-775-688-1818/V.)

See Page 10, for instructions on submitting proposals.

Applicant Name _____

Address _____ City _____ State _____ Zip _____

Telephone (_____) _____ Fax (_____) _____

E-Mail Address: _____

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A Request for Proposals process is different from an Invitation to Bid. Applicants may take exception to any section of the RFP. Exceptions should be clearly stated in Attachment A (Certification of Indemnification and Compliance with Terms and Conditions of RFP) and will be considered during the evaluation process. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the Sate, NRS 333.350(1).

1. OVERVIEW OF PROJECT

The Nevada Office of the Attorney General [AGO] and the Nevada Department of Corrections [NDOC] were awarded a grant to implement a statewide victim notification system.

The AGO is soliciting proposals from individuals [hereinafter referred to as “Applicant”] qualified to provide an effective project management skills to the participants of the Nevada Statewide Automated Victim Information and Notification Project [hereinafter NV SAVIN].

The implementation of the NV SAVIN program will include 17 county jails, 5 city jails, the AGO, NDOC, Nevada State Board of Parole Commissioners, Nevada Division of Parole & Probation, and any other applicable detention facilities within the State of Nevada.

An Independent Contractor contract will be executed as a result of this RFP. The contact will expire on June 30, 2011.

2. ACRONYMS/DEFINITIONS

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

<i>Applicant</i>	Individual submitting a proposal in response to this RFP.
<i>Awarded Applicant</i>	The individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
<i>Division</i>	Office of the Attorney General (AGO)
<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>Governance Committee</i>	A multidisciplinary committee responsible, as an advisory body, to the AGO and participating agencies for all SAVIN-related activities.
<i>Independent Contractor</i>	The entity or individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
<i>LOI</i>	Letter of Intent - notification of the State’s intent to award a contract to an Applicant, 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>NAC</i>	Nevada Administrative Code.
<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>NV SAVIN</i>	Nevada Statewide Automated Victim Notification Service - A system that establishes and maintains a statewide automated victim notification service for all entities that elect to participate in the Nevada program that utilizes a single toll-free telephone number.
<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>NRS</i>	Nevada Revised Statutes.
<i>Participating Entity</i>	A political subdivision of the State of Nevada, including but not limited to, county sheriffs, city jails; parole agencies; and corrections departments that are participating in NV SAVIN.
<i>Political Subdivisions</i>	Refers to state agencies, counties and any other state or local governmental authority within Nevada.
<i>Proprietary Information</i>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract.
<i>Public Record</i>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential (see NRS §333.333 and NRS §600A.030(5)) 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.
<i>Shall/Must/Will</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 Applicant fails to provide recommended information, the State may, at its sole option, ask the Applicant to provide the information or evaluate the proposal without the information.
<i>State</i>	The State of Nevada and any agency identified herein.
<i>Trade Secret</i>	Means 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.

3. SCOPE OF WORK

3.1 Contractor Qualifications

- 3.1.1 The Program Officer shall a combination of any of the following: graduation from an accredited college or university in public administration or related field and two years of previous experience in planning, coordinating or administering a program: OR two years experience as a Program Officer in Nevada State service; OR graduation from high school or the equivalent and six years of previous experience in planning, coordinating or administering a program
- 3.1.2 Program Officers perform administrative work in planning, coordinating, and directing a comprehensive program or program function for a specific clientele.
- 3.1.3 Program Officers administer a specific program for clientele by implementing established policies and procedures in order to meet established goals and objectives.
- 3.1.4 Program Officers monitor program operations through on-site visits and the review of reports and records to recommend and implement changes in the method, procedure or operation of the program.
- 3.1.5 Program Officers provide information and interpretation of the program and its rules and regulations to department staff, program participants and the general public to ensure their understanding and/or compliance.
- 3.1.6 Program Officers compile data and prepare reports of program activities in order to make budget requests and to identify problem areas and recommend solutions or to aid management in making policy decisions and in analyzing the program's success.
- 3.1.7 Program Officers conduct training and/or provide technical assistance for program service providers including how to complete required forms and documentation and/or the operation of an automated system if applicable. Writes or revises and recommends the implementation of a procedural manual to ensure providers' understanding and compliance with all the rules and regulations.
- 3.1.8 The Program Officer position should have experience with grant management and reporting systems.
- 3.1.9 Program Officers perform related work as required.
- 3.1.10 The Program Officer position should have experience in law enforcement.

3.2 Office Requirements

3.2.1 This position shall be housed within the Nevada Department of Corrections' Victim Services Unit in Carson City, Nevada. The Program Officer shall be provided with office space suitable for day-to-day operations; basic office furniture; high speed internet service; telephone and fax lines.

3.3 Equipment, Materials and Travel

3.3.1 The grant will provide computer; printer/copier/fax/scanner; postage; and office supplies.

3.3.2 The grant will provide reimbursement for travel expenses incurred for grant related activities subject to State of Nevada travel policies.

3.4 Contractor Responsibilities

3.4.1 The Program Officer shall:

a) Provide comprehensive services to include executive and administrative support for the NV SAVIN Project. Review, monitor and insure that the Applicant is completing all work products according to grant and contract requirements and that the grant requirements are completed within the time frame stated.

b) Manage the Project and carry out its duties on a day-to-day basis. This includes, but is not limited to: 1) oversee the public and private resources used to implement and prepare for ongoing support of the SAVIN program; 2) coordination of the SAVIN Governance Committee quarterly meetings for the two-year grant cycle; 3) posting of committee agenda, meeting minutes, travel coordination, and communication with all committee members; 4) tracking the performance measures of this grant as well as data collection for all participating sites; 5) compile key statistics into an ongoing project reporting that will be available to BJA and all participating entities.

c) Work closely with the Accountant assigned to this Project to ensure that all mandated federal reports are completed and on time based on the Bureau of Justice Assistance guidelines.

d) Work closely with all representatives and agencies involved with the SAVIN Project and the selected Applicant to ensure that the project goals and objectives are met.

e) Promote the Project's functions by: 1) writing, editing, and issuing newsletters, publications and brochures with input and assistance from participating entities of the project as well as the Applicant; 2) maintaining and updating a Project listserv; 3) coordinating Project meetings, facilitate conference calls and video conference meetings; and 4) present at meetings with participating entities.

f) Prepare for and participate in SAVIN Governance Committee meetings: 1) schedule, coordinate, prepare supporting documents, attend and transcribe minutes of Governance Committee meetings in accordance with the Nevada Opening Meeting law NRS 241; and 2) initiate action on any Committee directives.

g) Serve as liaison by: 1) coordinating activities of the Committee with participating entities, including but not limited to, correspondence, attendance at meetings, telephone contacts, project cooperation, etc.; 2) coordinating activities of the Committee and participating entities with local, state, and federal agencies, non-profit organizations, and community organizations; and 3) providing information to the AGO, BJA, and public.

h) Handle all aspects of Committee travel by: 1) coordinating and communicating with Committee members regarding the most convenient and cost-effective means of travel; preparation and submission of travel requests; and work closely with the Accountant assigned to the project to ensure that travel reimbursements are handled through the grant in an effective manner.

4. **APPLICANT'S BACKGROUND, INFORMATION, AND REFERENCES**

All sections must be addressed in the Applicant's Technical Proposal.

4.1. APPLICATION INFORMATION

Applicants must provide an individual/entity profile sufficient to delineate the qualifications required for this Proposal. Information provided shall include:

4.1.1 Name, address and telephone number of the Applicant for a contract resulting from this RFP.

4.1.2 Applicant background/history and why Applicant is qualified to provide the services described in this RFP.

4.1.3 Length of time Applicant has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.

4.1.4 Has the Applicant ever been engaged under contract by any State agency?
 Yes No If "Yes", specify when, for what duties, and for what agency.

4.1.5 Is the Applicant employed by the State of Nevada, any of its political subdivisions or by any other government?
 Yes No If "Yes", is that employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?

4.1.6 Resume for Applicant should be attached to the technical proposal as Exhibit A.

4.1.7 Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the Applicant or in which the Applicant has been judged guilty or liable with the State of Nevada.

4.2 REFERENCES

Applicants should provide a minimum of three (3) references from the same or similar projects performed for private, state and/or large local government clients within the last five (5) years. **Applicants are required to submit Attachment D, Reference Form to the business references they list. The business references must submit the Reference Form directly to the Office of the Attorney General.** It is the Applicant's responsibility to ensure that completed forms are received by the Office of the Attorney

General on or before the proposal submission deadline for inclusion in the evaluation process. Business References not received, or not complete, may adversely affect the Applicant's score in the evaluation process. The Office of the Attorney General may contact any or all business references for validation of information submitted.

Each Reference shall include the following:

- a. Client name;
- b. Project description;
- c. Project dates (starting and ending);
- d. Technical environment; (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e. Staff assigned to reference engagement that will be designated for work per this RFP; and
- f. Client project manager name, telephone number, fax number and e-mail address. This point of contact should be a senior representative of the Reference who was directly responsible for interacting with the Applicant throughout the performance of the engagement and who can address questions about the performance of the Applicant from personal experience.

Each Reference shall meet the following criteria:

- a. Reference shall have engaged the Applicant for the same or similar services as those to be provided per the terms of this RFP;
- b. Services provided to the Reference shall have been provided by the Applicant within the five (5) years preceding the issuance of this RFP;
- c. Reference shall not be affiliated with the Applicant in any ownership or joint venture arrangement; and
- d. Applicant shall provide a signed release from liability for each Reference. The release from liability shall absolve the specified Reference from liability for information provided to the AGO concerning the Applicant's performance of its engagement.

4.5 SUBCONTRACTOR INFORMATION

4.5.1 Does this proposal include the use of subcontractors?

Yes _____ No _____ Unknown _____

If "Yes", Applicant must:

- 4.5.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 4.5.1.2 Provide the same information for any proposed subcontractors as requested in the Primary Applicant Information section.
- 4.5.1.3 References as specified above must be provided for any proposed subcontractors.
- 4.5.1.4 The State may require that the awarded Applicant provide proof of payment to any subcontractors used for this project. Proposals should include a plan by which, at the State's request, the State will be notified of such payments.

- 4.5.1.5 Primary Applicant shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the using agency.
- 4.5.1.6 Primary Applicant must notify the using agency of the intended use of any subcontractors not identified within their response and receive agency approval prior to subcontractor commencing work.

5. **COST PROPOSAL**

Note: All Cost Proposals shall be submitted to the State as a separate, sealed package and clearly marked: “Cost Proposal in Response to RFP No. 2”, please refer to the Submittal Instructions for further instruction.

- 5.1 Applicant must provide an estimated number of hours of service to be provided per year, hourly cost for staff services, and total fixed-price for the project budget.
- 5.2 Applicant must complete Attachment G - Cost Proposal.

6. **PAYMENT**

- 6.1 Payment for the contracted service will be contingent upon receipt of monthly progress reports and detailed invoices describing the services rendered, payable in monthly installments.
- 6.2 Applicants may propose an alternative payment option; alternative payment options must be listed on Attachment B of the 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.

7. **SUBMITTAL INSTRUCTIONS**

- 7.1 In lieu of a pre-proposal conference, the Office of the Attorney General will accept questions and/or comments in writing, received by e-mail regarding this RFP as follows:

Questions must reference the identifying RFP number in Word format and be addressed to the State of Nevada, Office of the Attorney General, Attn: Henna Rasul, Deputy Attorney General, e-mailed to hurasul@ag.nv.gov. The deadline for submitting questions is February 26, 2010, at 5:00 p.m., Pacific Time. All questions and/or comments will be addressed in writing and responses e-mailed or faxed to prospective Applicants on or about March 1, 2010. Please provide name, address, phone number, e-mail address, fax number, and contact person when submitting questions.

7.2 RFP Timeline

<u>TASK</u>	<u>DATE/TIME</u>
Deadline for submitting questions	02/26/10 at 5:00 p.m., Pacific Time
Answers to all questions submitted available on or about	03/01/10 at 5:00 p.m., Pacific Time
Deadline for submittal of Reference Questionnaires	03/03/10 at 5:00 p.m., Pacific Time
<u>Deadline for submission and opening of proposals</u>	<u>03/05/10 at 2:00 p.m., Pacific Time</u>
Evaluation Period	03/05/10 – 03/15/10
Applicant Interviews on or about	03/15/10
Selection of Applicant on or about	03/15/10

NOTE: These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time, with appropriate notice to prospective Applicants.

7.3 Proposal submission requirements:

7.3.1 Applicants shall submit their response in three (3) parts as designated below:

Part I: Technical Proposal

- One (1) original marked “MASTER”
- Six (6) identical copies
- One (1) identical copy on CD (**Note:** CD must be labeled accordingly and in a case.)

APPLICANT’S TECHNICAL PROPOSAL MUST INCLUDE:

Responses to the following RFP Sections:

- 3. SCOPE OF WORK
- 4. COMPANY BACKGROUND AND EXPERIENCE
(Except section 4.2 Financial Information)
- 6. PAYMENT
- 10. CERTIFICATIONS AND ASSURANCES

A separate tab/section labeled “**state documents**” which shall include:

- Page 1 of RFP
- All Amendments to the RFP
- All Attachments requiring signature
- Certificate of Insurance

Technical Proposal must not include cost or confidential information.

Technical Proposal shall be submitted to the State in a sealed package and be clearly marked:

“Technical Proposal in Response to RFP No. 2”

Part II: Cost Proposal:

- One (1) original marked “MASTER”

Six (6) identical copies
One (1) identical copy on CD (**Note:** CD must be labeled accordingly and in a case.)

Cost Proposal shall be submitted to the State in a sealed package and be clearly marked:

“Cost Proposal in Response to RFP No. 2”

Part III: Confidential Information:

One (1) original marked “MASTER”

Confidential Information shall be submitted to the State in a sealed package and be clearly marked:

“Confidential Information in Response to RFP No. 2”

If the separately sealed proposal, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked:

REQUEST FOR PROPOSAL NO.: 2

PROPOSAL OPENING DATE: March 5, 2010 @ 2p.m.

**FOR: PROGRAM OFFICER POSITION FOR THE NEVADA
STATEWIDE AUTOMATED VICTIM INFORMATION
NOTIFICATION SYSTEM[NV SAVIN] GRANT PROJECT**

7.3.2 **Proposal must be received at the address referenced below no later than 2:00 p.m. Pacific Time, March 5, 2010.** Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Applicants may submit their proposal any time prior to the above stated deadline.

7.3.3 **Proposal shall be submitted to:**

State of Nevada, Office of the Attorney General
Henna Rasul, Deputy Attorney General
5420 Kietzke Lane, Suite 202
Reno, Nevada 89511

7.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail 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 facsimile, e-mail or written notice provided such notice is received prior to the opening of the proposals.

7.5 Although it is a public opening, only the names of the Applicants submitting proposals will be announced 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 Purchasing Division designee as soon as possible and at least two days in advance of the opening.

- 7.6 If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one 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 copy to be used as the master.
- 7.7 For ease of evaluation, the proposal should be presented in a format that corresponds to and references sections outlined within this RFP and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. Exceptions to this will be considered during the evaluation process.
- 7.8 If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with submittal instructions and specific references made to the tab, page, section and/or paragraph where the confidential information can be located.
- 7.9 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.
- 7.10 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 7.11 The proposal must be signed by the individual(s) legally authorized to bind the Applicant, see NRS §333.337.
- 7.12 For ease of responding to the RFP, Applicants are encouraged, but not required, to request an electronic copy of the RFP. Electronic copies are available in the following formats: Word 6.0/7.0 via e-mail or diskette. When requesting an RFP via e-mail or diskette, Applicants should contact the AGO for assistance. In the event Applicants choose to receive the RFP on diskette, the Applicants will be responsible for providing a blank 3.5" formatted diskette; unless Applicants provide a Federal Express, Airborne Express, etc. account number and appropriate return materials, the diskette will be returned by first class U.S. mail.
- 7.13 Applicants utilizing an electronic copy of the RFP in order to prepare their proposal should place their written response in *an easily distinguishable font* immediately following the applicable question.
- 7.14 ***For purposes of addressing questions concerning this RFP, the sole contact will be Henna Rasul, Deputy Attorney General. 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 Applicants or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal. NAC 333.155(3).*** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

- 7.15 Applicants who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the AGO, Attn: Henna Rasul, Deputy Attorney General, via fax at (775) 688-1822 or e-mail to hrasul@ag.nv.gov. To be considered, a request for review must be **received** no later than the deadline for submission of questions.

The AGO 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.

If an Applicant changes any material RFP language, Applicant's response may be deemed non-responsive. NRS 333.311

Applicants are cautioned that some services may contain licensing requirement(s). Applicants shall be proactive in verification of these requirements prior to proposal submittal. Proposals, which do not contain the requisite licensure, may be deemed non-responsive. However, this does not negate any applicable Nevada Revised Statute (NRS) requirements.

- 7.16 If an Applicant changes any material RFP language, Applicant's response may be deemed non-responsive. NRS §333.311.

- 7.17 Applicants are cautioned that some services may contain licensing requirement(s). Applicants shall be proactive in verification of these requirements prior to proposal submittal. Proposals, which do not contain the requisite licensure, may be deemed non-responsive. However, this does not negate any applicable Nevada Revised Statute (NRS) requirements.

8. PROPOSAL EVALUATION AND AWARD PROCESS

- 8.1 Award of a contract pursuant to this RFP shall be through an evaluation and interview process. After initial evaluation of proposals, finalists will then be invited to make a formal presentation to the evaluation committee for final selection. In accordance with NRS 333.335(3), proposals shall be consistently evaluated and scored by the evaluation committees based upon the following criteria:

Proposal Evaluation Criteria:

- Demonstrated competence
- Experience in performance of comparable engagements
- Conformance with the terms of this RFP
- Expertise and availability of key personnel
- Reasonableness of cost

Interview Evaluation:

- Presentation
- Response to questions

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

The State reserves the right to make final selection based upon Proposal Evaluation Criteria only.

Proposals shall be kept confidential until a contract is awarded.

- 8.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any Applicant to clarify any response; contact any current users of a Applicant'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)
- 8.3 Each Applicant 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 Applicant or in which the Applicant 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 Applicant'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.
- 8.4 Clarification discussions may, at the State's sole option, be conducted with Applicants who submit proposals determined to be acceptable and competitive NAC §333.165. Applicants 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 Applicants.
- 8.5 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 Applicants unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all Applicants may negotiate a contract with the next highest scoring Applicant or withdraw the RFP.
- 8.6 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

9. TERMS, CONDITIONS AND EXCEPTIONS

- 9.1 Performance of Applicants will be rated semi-annually following contract award and then annually for the term of the contract by the using State agency in six categories: customer service; timeliness; quality; technology; flexibility; and pricing. Applicants will be notified in writing of their rating.

- 9.2 This procurement is being conducted in accordance with NRS chapter 333 and NAC chapter 333.
- 9.3 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.
- 9.4 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 9.5 The State reserves the right to reject any or all proposals received prior to contract award (NRS §333.350).
- 9.6 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).
- 9.7 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Applicants.
- 9.8 When applicable, proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Applicant's standard contract language. A review of these documents will be necessary to determine if a bid is in the best interest of the State.
- 9.9 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 9.10 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.
- 9.11 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.
- 9.12 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).
- 9.13 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Applicant or prospective Applicant. Collaboration among competing Applicants about potential proposals submitted pursuant to this RFP is prohibited and may disqualify the Applicant.
- 9.14 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.

- 9.15 Prices offered by Applicants in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Applicant 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 Applicant for implementation of their proposal.
- 9.16 The State is not liable for any costs incurred by Applicants prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the Applicant in responding to the RFP, are entirely the responsibility of the Applicant, and shall not be reimbursed in any manner by the State.
- 9.17 All proposals submitted 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 Applicant's request and expense. The master technical proposal, the master cost proposal and Confidential Information of each response shall be retained for official files. Only the master technical and master cost will become public record after the award of a contract. 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.
- 9.18 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded Applicant and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded Applicant's obligations.
- 9.19 The awarded Applicant will be the sole point of contract responsibility. The State will look solely to the awarded Applicant for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Applicant shall not be relieved for the non-performance of any or all subcontractors.
- 9.20 The awarded Applicant 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 Applicant 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.

Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the below-stated Insurance Schedule. It will be the awarded Applicant's responsibility to recommend to the State alternative methods of insuring the contract. Any alternatives proposed by a Applicant should be accompanied by a detailed explanation regarding the Applicant's inability to obtain insurance coverage as described below. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

- 9.21 Each Applicant 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, Applicants 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 Applicant'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 Applicant. The State reserves the right to disqualify any Applicant on the grounds of actual or apparent conflict of interest.
- 9.22 The State will not be liable for Federal, State, or Local excise taxes NRS §372.325.
- 9.23 Attachment B of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment C contract form and all terms and conditions therein, except such terms and conditions that the Applicant expressly excludes. Exceptions will be taken into consideration as part of the evaluation process.
- 9.24 The State reserves the right to negotiate final contract terms with any Applicant selected NAC §333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Applicant'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, the RFP, any modifications and clarifications to the awarded Applicant's proposal, and the awarded Applicant's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 9.25 Contractor understands and acknowledges that the representations above are material and important, and will be relied on by the State in evaluation of the proposal. Any Applicant misrepresentation shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- 9.26 No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the State.
- 9.27 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 9.28 Any unsuccessful Applicant may file an appeal in strict compliance with NRS 333.370 and chapter 333 of the Nevada Administrative Code.
- 9.29 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.
- 9.30 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.

- 9.31 The State reserves the right to perform background checks on the Applicant, its employees and subcontractors.
- 9.32 The Applicant shall have no authority to act for or on behalf of the AGO, the State of Nevada, or any participating entity except as expressly provided for in the Applicant contract; no other authority, power or use is granted or implied. The Applicant shall not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Nevada, the AGO, or any participating entity.
- 9.33 The Applicant will not assign its rights under the Applicant contract or delegate the performance of its duties under the Applicant contract without prior written approval from the AGO.

10. SUBMISSION CHECKLIST

This checklist is provided for Applicant’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:** **Completed**
- 1. Required number of Technical proposals (per Submittal Instructions) _____

 - 2. **Required Forms to be submitted with technical proposal under section/tab labeled “State Documents”:** _____
 - a. Page 1 of the RFP completed _____

 - b. All Amendments completed and signed _____

 - c. Primary Applicant Attachments A & B signed _____

 - d. Subcontractor Attachment A & B signed (if applicable) _____

 - e. Primary Applicant Information provided _____

 - f. Subcontractor Information provided (if applicable) _____

 - g. Certificate of Insurance _____

 - h. (other) _____

- Part II:**
- 1. Required number of Cost proposals (per Submittal Instructions) _____

 - 2. (other) _____

- Part III:**
- 1. Required number of Confidential Information (per Submittal Instructions and defined in Acronyms/Definitions) _____

 - 2. Financial Information _____

REMINDERS:

- 1. Send out Reference forms for Primary Applicant (with Part A completed) _____

- 2. Send out Reference forms for Subcontractors (with Part A completed) (if applicable) _____

Attachment A

CONFIDENTIALITY OF PROPOSALS AND CERTIFICATION OF INDEMNIFICATION PRIMARY APPLICANT

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 Applicants’ technical and cost proposals become public information. In accordance with the Submittal Instructions of this document, Applicants are requested to submit confidential information in a separate envelope or binder marked “confidential.”

The State will not be responsible for any information contained within the proposal should Applicants 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 Applicant 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 either Confidential Information, Trade Secrets and/or Proprietary information as defined in Section 2 “ACRONYMS/DEFINITIONS.”

YES _____

NO _____

SIGNATURE _____
Primary Applicant

_____ Date

PRINT NAME _____
Primary Applicant

Attachment A
CONFIDENTIALITY OF PROPOSALS AND
CERTIFICATION OF INDEMNIFICATION
SUBCONTRACTOR

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 Applicants’ technical and cost proposals become public information. In accordance with the Submittal Instructions of this document, Applicants are requested to submit confidential information in a separate envelope or binder marked “**confidential**.”

The State will not be responsible for any information contained within the proposal should Applicants not comply with the labeling and packaging submission requirements, proposal will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposal that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the Applicant 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 either Confidential Information, Trade Secrets and/or Proprietary information as defined in Section 2 “ACRONYMS/DEFINITIONS.”

YES _____

NO _____

SIGNATURE _____
Subcontractor

_____ Date

PRINT NAME _____
Subcontractor

Attachment B
CERTIFICATION OF COMPLIANCE WITH
TERMS AND CONDITIONS OF RFP
PRIMARY APPLICANT

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

Checking “YES” indicates acceptance of all terms and conditions, while checking “NO” denotes non-acceptance and Applicant’s exceptions should be detailed below. In order for any exceptions to be considered they **MUST** be documented.

YES _____ I agree. NO _____ Exceptions below:

SIGNATURE _____
Primary Applicant

Date

PRINT NAME _____
Primary Applicant

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)

Attach additional sheets if necessary. Please use this format.

Attachment C

CONTRACT FORM

The following State Contract Form is provided as a courtesy to Applicants 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 Applicants to complete the Contract Form with their proposal responses.

All Applicants are required to submit a Certificate of Insurance in the “State Documents tab/section of their technical proposal identifying the coverages and minimum limits currently in effect.

Please pay particular attention to the insurance requirements, as specified in paragraph 16 and Attachment BB of the attached contract.

As with all other requirements of this RFP, Applicants may take exception to any of the terms in the Contract Form, including the required insurance limits. Exceptions will be considered during the evaluation process.

Unless specified as above, the insurance minimum limits will be negotiated at the time the State issues a Letter of Intent to Award.

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 284.173 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.

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 default, or 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 the scope of work shall be specifically described. This Contract incorporates the following attachments in descending order of constructive precedence:

- ATTACHMENT AA: STATE SOLICITATION RFP #1846 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. **TIMELINESS OF BILLING SUBMISSION.** 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 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.

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, part-time, 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 the general liability insurance policy evidenced by Contractor, 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 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 Underlyer 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 nor 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. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multi-century formulas and data values and date data interface values that reflect the century.

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. **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-law 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.

29. **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.

**ATTACHMENT BB
INSURANCE SCHEDULE**

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada 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. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada 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 **the Office of Attorney General** and shall be sent by certified mail, return receipt requested.

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 **the Office of Attorney General**. 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. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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- State of Nevada	Date	Title

Attachment D

REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the RFP process, requires proposing Applicants 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.

The proposing Applicant or subcontractor is required to complete Part A and send the following reference form to each business reference listed for completion of Part B. The business reference, in turn, is requested to submit the Reference Form directly to the State of Nevada, Office of the Attorney General by the requested deadline for inclusion in the evaluation process. The business reference may be contacted for validation of the response.



**RFP # 2 REFERENCE QUESTIONNAIRE
 FOR:**

Part A:

(Name of applicant/proposer requesting reference)

- As Primary Applicant
- As Subcontractor of _____
 Name of Primary Applicant

Part B:

This form is being submitted to your company for completion as a business reference for the applicant/proposer listed above. This form is to be returned to the State of Nevada, Office of the Attorney General, via e-mail at hrasul@ag.nv.gov or facsimile at (775) 688-1822, no later than March 3, 2010 at 5:00 p.m., Pacific Time, and **must not** be returned to the applicant/proposer requesting the reference.

For questions or concerns regarding this form, please contact the State of Nevada, Office of the Attorney General, by telephone at (775) 688-1818 or by e-mail at hrasul@ag.nv.gov. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

1.1.1.3 CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
1.1.1.3.1.1 Contact name and title/position	
1.1.1.3.1.2 Contact telephone number	
1.1.1.3.1.3 Contact e-mail address	

QUESTIONS:

1. In what capacity have you worked with this Applicant in the past?
 COMMENTS:

2. How would you rate this firm's knowledge and expertise?
 ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
 COMMENTS:

3. How would you rate the Applicant's flexibility relative to changes in the project scope and timelines?
 ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
 COMMENTS:



4. What is your level of satisfaction with hard-copy materials produced by the Applicant?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

5. How would you rate the dynamics/interaction between the Applicant and your staff?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

6. Who were the Applicant's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

7. How satisfied are you with the products developed by the Applicant?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

8. With which aspect(s) of this Applicant's services are you most satisfied?
COMMENTS:

9. With which aspect(s) of this Applicant's services are you least satisfied?
COMMENTS:

10. Would you recommend this Applicant's services to your organization again?
COMMENTS:



Attachment E

SAMPLE SCORE SHEET



STATE OF NEVADA, OFFICE OF THE ATTORNEY GENERAL
RFP 2
Program Officer position for the NV SAVIN Project
Proposal Opening Date: March 5, 2010

APPLICANT NAME: _____

Evaluator Initials: _____

Item	Evaluation Criteria	Weight	Score (1-10)	Revised Score (1-10)
1.	Conformance with the terms of this RFP			
2.	Technical Proposal			
a.	Experience in performance of comparable engagements.			
b.	Demonstrated competence			
3.	Cost Proposal			
4.	Interview			
	Total			

After reading Applicant proposals, assign a score for each criterion above between 1 and 10, with 1=Poor and 10=Excellent, per the *Evaluation Guidelines* included in your packet. The Revised Score column should be left blank until the scheduled evaluation meeting.

Below is a brief description of the issues related to each factor.

1. **Conformance with the terms of this RFP.**
 (thoroughness; attention to detail; professionalism; ability to communicate clearly)
 - a. Are all required documents submitted with the proposal? (checklist)
 - b. Does the proposal adequately address all items in Section 4 – Technical Proposal of the RFP?
 - c. Is the proposal presented in a professional manner?
 - d. Was the proposal easy to understand and did it provide answers to questions, or create more questions?

TECHNICAL PROPOSAL

- 2a. **Experience in performance of comparable engagements.**
 - a. Has the Applicant performed comparable services for a private or public governmental entity?
 - b. Did the Applicant present sufficient performance history to convince you of its experience and ability to perform the services requested?
 - c. Has the Applicant provided adequate references?



2b. Demonstrated competence.

- a. Does Applicant meet the minimum qualifications identified for a Program Officer?
- b. Does experience include management level administration, budgeting, financial management and proficiencies in computer software, web-based applications, and grants management?
- c. Has the Applicant addressed all contractor responsibilities identified in Section 3 Scope of Work? (management of office operations / budgeting; publications / websites; seminars / presentations; board administration / meetings / monitoring compliance / complaint processing / state laws and regulations / grant management)
- d. Are you convinced that the Applicant can perform those responsibilities?
- e. Has the Applicant been in business long enough to provide good stability?
- f. Has the Applicant experienced employment or ownership changes that would impact its services?
- g. Has there been any censure or litigation history?

3. Cost Proposal

- a. Is the Total Fixed Cost a reasonable % of total Budget of \$120,000?
- b. Are hours reasonable to accomplished contract responsibilities?
- c. Is staffing Cost/Rate reasonable for level of experience/competence?

4. Interview

- a. Did the Applicant present him/herself in a professional manner?
- b. Did he/she competently answer the questions posed to him/her?
- c. Did the Applicant appear to have an understanding of the complexity of the scope of work and technical skills required to perform the services?
- d. Did the Applicant demonstrate the skills and aptitude of knowledge to meet the requirements for Program Officer services?



Attachment G

COST PROPOSAL

Applicant Name: _____

TOTAL Fixed Price Proposal: \$_____per year

The following information will be utilized to evaluate reasonableness of cost and is not intended to delineate actual hours and/or costs by line item for services to be provided under this proposal.

- Description: Service Category
- # Hours: Estimated number of hours to be provided in support of the proposed services
- Cost/Rate: Staff – Established Cost/Rate per hour charged for like kind services
 AGO – Estimated annual cost for proposed

Description	# Hours	Cost/Rate