



Request for Proposal:

NDE-008

NDE School Improvement and Fiscal Efficacy Project

Release Date: 08/14/2019

Deadline for Submission and Opening Date and Time:

Monday, August 27, 2019 @ 9:00 A.M. PST

For additional information, please contact:

Seng-Dao Yang Keo, Director
Office of Student and School Supports (OSSS)
State of Nevada, Department of Education
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Ask the relay agent to dial: 1-702-486-6561/V.)

Refer to Section 9 for instructions on submitting proposals

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VENDOR INFORMATION SHEET

Vendor Shall:

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

V1	Company Name	
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V2	Street Address	
----	----------------	--

V3	City, State, ZIP	
----	------------------	--

V4	Telephone Number	
	Area Code:	Number:

V5	Facsimile Number	
	Area Code:	Number:

V6	Toll Free Number	
	Area Code:	Number:

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

V8	Telephone Number for Contact Person	
	Area Code:	Number:

V9	Facsimile Number for Contact Person	
	Area Code:	Number:

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

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

Prospective vendors are advised to review Nevada’s ethical standards requirements, including but not limited to NRS 281A, NRS 333.800, and NAC 333.155.

All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: [Nevada Law Library](#).

1. PROJECT OVERVIEW

It is the intention of the Nevada Department of Education, Office of Student and School Supports, to systematically improve fiscal efficiencies as part of our comprehensive school improvement process redesign. It is an imperative of this division to ensure that our districts are able to fully execute their improvement plans and implement the necessary evidence-based resources to remedy performance shortfalls and sustain progress. As such, we recognize the need to conduct research on our current and historical fiscal processes in connection with State performance outcomes and, subsequently, develop a framework for analyzing fiscal efficacy in the context of school improvement.

The selected vendor will commit to a multi-year partnership with the Nevada Department of Education and provide a number of resources that will directly drive the success of this project. We expect this project to launch in the Fall of 2019 and commence by year-end 2021. The selected vendor must agree to the contractual terms set forth by the agency and maintain licensure requirements for the duration of the contract.

2. GOALS AND OBJECTIVES

A successful vendor partnership will, amongst other requirements, meet the following goals and objectives:

1. Provide a thorough analysis of NDE fiscal efficiencies and grant funding performance.
2. Produce real data sets that support causal and/or correlational relationships between fiscal processes and State performance.
3. Measure the impact of the redesigned school improvement tools and processes on grant performance and resource allocation.
4. Reduction in State and Federal grant reversions by the SEA and school districts.
5. Improved allocation of resources to school districts.
6. Provide a State agency framework for the continued analysis of fiscal performance in the context of school improvement work.

3. SCOPE OF WORK

It is the State's intent to enter into contract with a nationally recognized higher-education institution, acting as independent contractors, who have experience in analyzing fiscal mechanisms in the context of school improvement goals and governing policies. Our needs will include, but not be limited to, the following:

1. A comprehensive review of historical and current Federal and State fiscal data

Vendor will support NDE Project Analyst in a review of internal fiscal mechanisms and grant performance between FY 2016-2021. NDE expects the Project Analyst, with the support of selected vendor, to produce data-sets that demonstrate fiscal operational efficiencies, funding utilization, and compliance with State and Federal grant management guidelines.

2. An analysis of fiscal operations in relation to its impact on the Office of Student and School Supports (OSS) school improvement work flows

The Office of Student and School Supports (OSS) operates approximately \$30mm of the State education budget; the largest allocation within the State agency. In partnership with the selected vendor, we expect that this research and analysis will delineate the workflows of both OSS and our Office of Business and School Supports and thoroughly examine cross-functional capacity. The analysis should draw causal and correlational connections, supported by data, to the ways in which the strategic goals of OSS are negotiated by fiscal mechanisms and grant management procedures.

3. SCOPE OF WORK (continued)

4. Identification of unique data sets and relative statistical modeling

This multi-year analysis should provide for the State agency a wealth of data to be utilized as part of the Office of Student and School supports redesign efforts. OSS will redesign several key tools that are used as instruments of accountability and to guide the appropriation of resources to 17 school districts and charter organizations. It is the intention of the Office of Student and School Supports to redesign our district performance plan, school performance plan and needs assessment so that they are better aligned and able to strategically inform allocation and utilization of funding. In order to achieve these results in a time- and cost- effective manner, we intend to be guided by data science and expect our vendor partner to facilitate the engineering of data sets and the necessary projections to illustrate for OSS personnel, the transformative potential and impact of our redesign on district performance and fiscal efficiencies.

****For task items 1 thru 3, please describe your institution's capacity to address our agency needs to design a comprehensive study of education finance principles, our internal fiscal processes, and State education performance. The selected vendor response must demonstrate an ability to lend significant support to our analyst in conducting advanced-level statistical modeling, including but not limited to, multivariate analysis, and preparing data for agency consumption. Be sure to include faculty background and expertise, institutional leadership in the area of education finance and school improvement, and any other resources that your institution believes will meet the objectives of each task item.***

5. Design of a State data framework intended facilitate a culture of continued analysis

The Project Analyst will work with selected vendor to design a data framework that will be implemented as an agency tool to facilitate a culture of data analysis and measure of departmental efficiencies. In your response, please explain your institution's experience developing data analysis frameworks and the impact of its implementation. You may also detail how your institution may guide the development of a framework in alignment with the intention of this project.

6. Provision of a rigorous and relevant curriculum sequence to support our lead project analyst

NDE expects the selected vendor to provide a hybrid experience to our agency analyst for the duration of the contractual period. NDE expects our vendor partner to offer courses that are aligned to the scope of work and ultimate goals described in this RFP. Course participation should enable analyst to support internal change management procedures and ensure sustainability of this work; acquire advanced-level statistical programming capabilities; and engage the policy goals and change efforts of this agency. In your response, please be sure to provide a multi-year course sequence of no more than 12 courses and no fewer than six. Be sure to include each course description, instructor and instructor biography.

7. Strategic support of lead project analyst in research design and execution

We expect this project will culminate in a presentation of research, data, and analysis for all agency stakeholders. We expect the selected vendor to provide substantive direction in the final iteration of this work by guiding the research design from inception through full completion. In your response, please outline the experience your institution will provide to the NDE Project Analyst. A strong vendor response will demonstrate the ability to provide a substantive multi-year experience for our analyst.

8. Access to a national network of leading Education researchers and practitioners

As NDE advances our ultimate goal to become the fastest improving State in the nation, our strategic partnerships will support our efforts to gain access to experts in the field and provide opportunities to share our work with other SEA's. We expect that our vendor partner will be able to connect our agency to a network of renowned researchers and practitioners in the field who will offer thought leadership and tactical direction for the duration of the contractual period. Please be sure to address this requirement in your response.

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A strong response will thoroughly address each of the 7 task items outlined in the scope of work, the vendor’s capacity to provide a substantive fellowship experience to NDE analyst, and demonstrate an understanding of the national public education landscape and that of the State of Nevada.

4. COMPANY BACKGROUND AND REFERENCES

4.1 VENDOR INFORMATION

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

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

4.1.2 Pursuant to NRS 333.3354, the State of Nevada awards a five percent (5%) preference to a vendor certifying that its principal place of business is in Nevada. The term ‘principal place of business’ has the meaning outlined by the United States Supreme Court in **Hertz Corp v. Friend**, 559 U.S. 77 (2010), typically meaning a company’s corporate headquarters. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis. To claim this preference a business must submit a letter with its proposal showing that it qualifies for the preference.

4.1.3 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state shall register with the State of Nevada, Secretary of State’s Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

4.1.4 The selected vendor, prior to doing business in the State of Nevada, shall be appropriately licensed by the State of Nevada, Secretary of State’s Office pursuant to NRS 76. Information regarding the Nevada Business License can be located at <http://nvsos.gov>.

4.1 VENDOR INFORMATION (continued)

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

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

If “No,” provide explanation.

4.1.5 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

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

If “Yes,” complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

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

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

If “Yes”, please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

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

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

Does any of the above apply to your company?

If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

4.1 VENDOR INFORMATION (continued)

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

- 4.1.9 Vendors shall review and provide if awarded a contract the insurance requirements as specified in Attachment D, Insurance Schedule for RFP: NDE-008.
- 4.1.10 Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.
- 4.1.11 Provide a brief description of the length of time vendor has been providing services described in this RFP to the public and/or private sector.
- 4.1.12 Financial information and documentation to be included in accordance with Section 9.5, Park III - Confidential Financial Information.
 - 4.1.12.1 Dun and Bradstreet Number
 - 4.1.12.2 Federal Tax Identification Number
 - 4.1.12.3 The last two (2) years and current year interim:
 - A. Profit and Loss Statement
 - B. Balance Statement

4.2 SUBCONTRACTOR INFORMATION

Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.

- 4.2.1 Does this proposal include the use of subcontractors?
 - If “Yes”, vendors shall:
 - 4.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor shall perform services.
 - 4.2.1.2 If any tasks are to be completed by subcontractor(s), vendors shall:
 - A. Describe how the work of any subcontractor(s) shall be supervised, channels of communication shall be maintained and compliance with contract terms assured; and
 - B. Describe your previous experience with subcontractor(s).
 - 4.2.1.3 Provide the same information for any proposed subcontractors as requested in Section 4.1, Vendor Information.

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- 4.2.1.4 Business references as specified in Section 4.3, Business References shall be provided for any proposed subcontractors.
- 4.2.1.5 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 4.2.1.6 Vendor shall notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in Section 4.2, Subcontractor Information. The vendor shall receive agency approval prior to subcontractor commencing work.

4.3 BUSINESS REFERENCES

- 4.3.1 Vendors shall provide a minimum of three (3) business references from similar projects performed for private, and/or public sector clients within the last three (3) years.
- 4.3.2 Vendors shall submit Attachment E, Reference Questionnaire to their business references.
- 4.3.3 It is the vendor's responsibility to ensure that completed forms are received by The Nevada Department of Education on or before the deadline as specified in Section 8, RFP Timeline for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.
- 4.3.4 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

5. COST

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

6. FINANCIAL

6.1 PAYMENT

- 6.1.1 Upon review and acceptance by the State, payments for invoices are normally made within 30 - 45 days of receipt, providing all required information, documents and/or attachments have been received.
- 6.1.2 Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this RFP electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

6.2 BILLING

- 6.2.1 The State does not issue payment prior to receipt of goods or services.
- 6.2.2 The vendor shall bill the State as outlined in the approved contract and/or payment schedule.
- 6.2.3 The State presently has a Procurement Card Program that participating State agencies may use to pay for some of their purchases. The Program is issued through a major financial institution and is treated like any other major credit card. Using agencies may desire to use the card as a method of payment. No additional charges or fees shall be imposed for using the card. Please indicate in your proposal response if you will accept.

6.3 TIMELINESS OF BILLING

The State is on a fiscal year calendar. All billings for dates of service prior to July 1 shall 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 that forces the State to process the billing as a stale claim pursuant to

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NRS 353.097, shall subject the contractor to an administrative fee not to exceed \$100.00. This is the estimate of the additional costs to the State for processing the billing as a stale claim and this amount shall be deducted from the stale claims payment due the contractor.

7. WRITTEN QUESTIONS AND ANSWERS

7.1 QUESTIONS AND ANSWERS

- 7.1.1 In lieu of a pre-proposal conference, the Nevada Department of Education shall accept questions and/or comments in writing, received either by email or facsimile regarding this RFP.
- 7.1.2 Questions shall be indicated on a separate document on vendor letterhead and attached to e-mail in PDF format. The document must reference the identifying RFP number and be addressed to the State of Nevada, Nevada Department of Education, ATTN: Nevada Department of Education and emailed to skeo@doe.nv.gov.
- 7.1.3 The deadline for submitting questions is as specified in Section 8, RFP Timeline.
- 7.1.4 Vendors shall provide their company name, address, phone number, email address, fax number, and contact person when submitting questions.
- 7.1.5 All questions and/or comments shall be addressed in writing and responses emailed to prospective vendors on or about the date specified in Section 8, RFP Timeline.

8. RFP TIMELINE

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time. The State also reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

Task	Date/Time
Deadline for submitting questions	08/19/2019 @ 12 PM PT
Answers posted to website	On or about 08/20/2019
Deadline for submittal of Reference Questionnaires	08/27/2019 @ 9 AM PT
Deadline for submission and opening of proposals	No later than 9 AM PT on 08/27/2019
Evaluation period (approximate time frame)	08/27/2019-08/28/2019
Selection of vendor	On or about 08/30/2019
Contract start date (contingent upon BOE approval)	10/01/2019

9. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

9.1 GENERAL SUBMISSION REQUIREMENTS

- 9.1.1 Vendors shall submit their proposals electronically appropriately labeled with the RFP # and vendor's name in accordance with the instructions below.
- 9.1.2 Proposals will only be accepted electronically and should be e-mailed to the attention of Dr. Seng-Dao Yang Keo, Director of the Office of Student and School Supports at skeo@doe.nv.gov.
- 9.1.3 Proposals shall have a technical response, which may be composed of two (2) parts in the event a vendor determines that a portion of their technical proposal qualifies as "confidential" per NRS 333.020(5)(b).
- 9.1.4 If complete responses cannot be provided without referencing confidential information, such confidential information shall be provided in accordance with Section 9.3, Part IB – Confidential Technical Proposal and Section 9.5, Part III - Confidential Financial Information.
- 9.1.5 Specific references made to the section, page, and/or paragraph where the confidential information can be located shall be identified on Attachment A, Confidentiality and Certification of Indemnification and comply with the requirements stated in Section 9.6, Confidentiality of Proposals.
- 9.1.6 Proposals that do not comply with the requirements may be deemed non-responsive and rejected at the State's discretion.
- 9.1.7 Each section within the technical proposal and cost proposal shall be separated by clearly marked sections with the appropriate section number and title as specified.
- 9.1.8 Although it is a public opening, only the names of the vendors submitting proposals shall be announced per NRS 333.335(6). Technical and cost details about proposals submitted shall not be disclosed.
- 9.1.9 Assistance for persons who are disabled, visually impaired or hearing-impaired who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Nevada Department of Education designee as soon as possible and at least two (2) days in advance of the opening.
- 9.1.10 If discrepancies are found between two (2) or more copies of the proposal, the master copy shall provide the basis for resolving such discrepancies. If one (1) copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one (1) copy to be used as the master.
- 9.1.11 For ease of evaluation, the technical and cost proposals shall be presented in a format that corresponds to and references sections outlined within this RFP and shall be presented in the same order. Written responses shall be in bold/italics and placed immediately following the applicable RFP question, statement and/or section.
- 9.1.12 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, color displays, promotional materials, etc., are not necessary or desired. Emphasis shall be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

9.1 GENERAL SUBMISSION REQUIREMENTS (continued)

- 9.1.13 For purposes of addressing questions concerning this RFP, the sole point of contact shall be the contact as specified on Page 1 of this RFP. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP shall not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 9.1.14 Any vendor who believes there are irregularities or lack of clarity in the RFP or proposal requirements or specifications are unnecessarily restrictive, or limit competition shall notify the sole point of contact as specified on Page 1 of the RFP, in writing, as soon as possible so that corrective addenda may be furnished by the agency in a timely manner to all vendors.
- 9.1.15 If a vendor changes any material RFP language, vendor’s response may be deemed non-responsive per NRS 333.311.
- 9.1.16 The vendor understands and acknowledges that the representations made in its proposal are material and important and shall be relied on by the State in its evaluation of a proposal. Any misrepresentation by a vendor shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

9.2 PART IA – TECHNICAL PROPOSAL

- 9.2.1 The Technical Proposal shall not include confidential or cost and/or pricing information. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.
- 9.2.2 Format and Content
 - 9.2.2.1 Section I – Title Page with the following information:
 - RFP Title: NDE School Improvement and Fiscal Efficacy Project
 - RFP #: NDE-008
 - Vendor Name:
 - Address:
 - Proposal Opening Date: Tuesday, August 27, 2019
 - Proposal Opening Time: 9:30 AM PST
 - 9.2.2.2 Section II – Table of Contents
 - An accurate and updated table of contents shall be provided.
 - 9.2.2.3 Section III – Vendor Information Sheet
 - The vendor information sheet shall be completed and signed by an individual authorized to bind the organization
 - 9.2.2.4 Section IV – State Documents
 - The State documents section shall include the following:
 - A. The signature page from all amendments signed by an individual authorized to bind the organization.
 - B. Attachment A – Confidentiality and Certification of Indemnification signed by an individual authorized to bind the organization.
 - C. Attachment B – Vendor Certifications signed by an individual authorized

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to bind the organization.

- D. Attachment H – Certification Regarding Lobbying signed by an individual authorized to bind the organization.
- E. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.
- F. Copies of applicable certifications and/or licenses.

9.2.2.5 Section V – Scope of Work

Vendors shall place their written response(s) to Section 3, Scope of Work in bold/italics immediately following the applicable RFP question, statement and/or section.

9.2.2.6 Section VI – Company Background and References

- A. Vendors shall place their written response(s) to Section 4, Company Background and References in bold/italics immediately following the applicable RFP question, statement and/or section.
- B. This section shall also include the requested information in Section 4.2, Subcontractor Information, if applicable.

9.2.2.7 Tax VIII – Other Informational Material

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

9.3 PART IB – CONFIDENTIAL TECHNICAL PROPOSAL

9.3.1. Vendors only need to submit Part IB if the proposal includes any confidential technical information (***Refer to Attachment A, Confidentially and Certification of Indemnification***).

9.3.2. If needed, vendors shall provide one (1) PDF Confidential Technical Proposal file that includes the following:

9.3.2.1 Section I – Title Page with the following information:

RFP Title: NDE School Improvement and Fiscal Efficacy Project

RFP #: NDE-008

Vendor Name:

Address:

Proposal Opening Date: Tuesday, August 27, 2019

Proposal Opening Time: 9:30 AM PST

9.3.2.2 Section II – Confidential Technical

Vendors shall cross reference the confidential technical information back to the technical proposal, as applicable.

9.4 PART II – COST PROPOSAL

9.4.1. The cost proposal shall indicate all included goods and services for the duration of the contract and respective costs.

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

9.4.3. Format and Content

RFP for NDE School Improvement and Fiscal Efficacy Project

9.4.3.1 Section I – Title Page with the following information:

RFP Title: NDE School Improvement and Fiscal Efficacy Project

RFP #: NDE-008

Vendor Name:

Address:

Proposal Opening Date: Tuesday, August 27, 2019

Proposal Opening Time: 9:30 AM PST

9.4.3.2 Section II – Cost Proposal

Vendor’s response for the cost proposal shall be included in this section.

9.5 PART III – CONFIDENTIAL FINANCIAL INFORMATION

9.5.1 Vendors only need to submit Part III if the proposal includes any confidential financial information (*Refer to Attachment A, Confidentiality and Certification of Indemnification*).

9.5.2 If needed, vendors shall provide one (1) PDF Confidential Financial Information file that includes the following:

9.5.2.1 Section I – Title Page with the following information:

RFP Title: NDE School Improvement and Fiscal Efficacy Project

RFP #: NDE-008

Vendor Name:

Address:

Proposal Opening Date: Tuesday, August 27, 2019

Proposal Opening Time: 9:30 AM PST

9.5.2.2 Section II - Financial Information and Documentation

A. Vendors shall place the information requested in *Section 4.1.11* in this section.

9.6 CONFIDENTIALITY OF PROPOSALS

9.6.1 As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.

9.6.2 Vendors are required to submit written documentation in accordance with *Attachment A, Confidentiality and Certification of Indemnification* demonstrating the material within the proposal marked “confidential” conforms to NRS 333.333, which states “Only specific parts of the proposal may be labeled a “trade secret” as defined in NRS 600A.030(5)”. Not conforming to these requirements shall cause your proposal to be deemed non-compliant and shall not be accepted by the State of Nevada.

9.6.3 Vendors acknowledge that material not marked as “confidential” shall become public record upon contract award.

9.6.4 It is the vendor’s responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation.

9.6.5 Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damage caused by release of said information.

9.7 PROPOSAL PACKAGING

- 9.7.1 If the separately sealed technical and cost proposals as well as confidential technical information and financial documentation, marked as required, are enclosed in another container for mailing purposes, the outermost container shall fully describe the contents of the package and be clearly marked as follows.
- 9.7.2 Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate these labels for ease and accuracy of proposal packaging.
- Dr. Seng-Dao Yang Keo
Nevada Department of Education
skeo@doe.nv.gov
RFP #: NDE-008
Proposal Opening Date: 08/27/2019
Proposal Opening Time: 9:30 AM PT
For: NDE School Improvement and Fiscal Efficacy Project
Vendor Name:
- 9.7.3 Proposals shall be received at the e-mail address referenced above no later than the date and time specified in **Section 8, RFP Timeline**. Proposals that do not arrive by proposal opening time and date shall not be accepted. Vendors may submit their proposal any time prior to the above stated deadline.
- 9.7.4 Electronic submissions shall conform to the outlined requirements for the technical response and cost proposal (**Refer to 9.2 Part IA-Technical Proposal and 9.4 Part II Cost Proposal for submission requirements**).
- 9.7.5 The technical proposal shall be transmitted electronically as its own file and should be clearly marked as follows:
- Dr. Seng-Dao Yang Keo
Nevada Department of Education
skeo@doe.nv.gov
RFP #: NDE-008
Proposal Component: Part I - Technical
Proposal Opening Date: 08/27/2019
Proposal Opening Time: 9:30 AM PT
For: NDE School Improvement and Fiscal Efficacy Project
Vendor Name:
- 9.7.6 The confidential technical proposal shall be transmitted electronically as its own file and should be clearly marked as follows:
- Dr. Seng-Dao Yang Keo
Nevada Department of Education
skeo@doe.nv.gov
RFP #: NDE-008
Proposal Component: Part IB – Confidential Technical
Proposal Opening Date: 08/27/2019
Proposal Opening Time: 9:30 AM PT
For: NDE School Improvement and Fiscal Efficacy Project
Vendor Name:
- 9.7.7 The cost proposal shall be transmitted electronically as its own file and should be clearly marked as follows:
- Dr. Seng-Dao Yang Keo
Nevada Department of Education
skeo@doe.nv.gov
RFP #: NDE-008

9.7 PROPOSAL PACKAGING (continued)

Proposal Component: Part II - Cost
 Proposal Opening Date: 08/27/2019
 Proposal Opening Time: 9:30 AM PT
 For: NDE School Improvement and Fiscal Efficacy Project
 Vendor Name:

9.7.8 The cost proposal shall be transmitted electronically as its own file and should be clearly marked as follows:

Dr. Seng-Dao Yang Keo
 Nevada Department of Education
skeo@doe.nv.gov
 RFP #: NDE-008
 Proposal Component: Part III – Confidential Financial Information
 Proposal Opening Date: 08/27/2019
 Proposal Opening Time: 9:30 AM PT
 For: NDE School Improvement and Fiscal Efficacy Project
 Vendor Name:

10. PROPOSAL EVALUATION AND AWARD PROCESS

The information in this section does not need to be returned with the vendor’s proposal.

10.1 PROPOSAL EVALUATION AND CRITERIA

Proposals shall be consistently evaluated and scored in accordance with NRS 333.335(3) based upon the following criteria. The following criteria are listed in order of importance.

Criteria Description	Weight
Conformance with the terms of this RFP	30%
Experience in performance of comparable engagements	25%
Demonstrated competence	10%
Expertise and availability of key personnel	25%
Cost*	10%

*Cost proposals shall be evaluated based on the following formula:
 Lowest Cost Submitted by a Vendor / Proposers Total Cost = Price Factor
 Price Factor X Weight = Cost Criteria Score

10.1.1 Presentations

10.1.1.1 Following the evaluation and scoring process specified above, the State may require vendors to make a presentation of their proposal to the evaluation committee or other State staff, as applicable.

10.1.1.2 The State, at its option, may limit participation in vendor presentations to those vendors receiving at least 75% of the total combined available points for technical and cost proposals.

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

10.2 NEVADA BUSINESS PREFERENCE

Effective July 1, 2017, a five percent (5%) preference will be awarded to businesses based in Nevada. A Nevada business is defined as a business which certifies either that its 'principal place of business' is in Nevada, as identified in *Section 3.1, Vendor Information*, or that a 'majority of goods provided for the contract are produced' in Nevada. The preference will be applied to the total score.

10.3 FINANCIAL STABILITY

Financial stability shall be scored on a pass/fail basis.

10.4 PROPOSALS KEPT CONFIDENTIAL

Proposals shall be kept confidential until a contract is awarded.

10.5 EVALUATION COMMITTEE COMPRISED

The evaluation committee is 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.

10.6 EVALUATION COMMITTEE SOLICITATION

The evaluation committee may 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.

10.7 VENDOR DISCLOSURES

Each vendor shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. Refer generally to NRS 333.335.

10.8 CLARIFICATION DISCUSSIONS

Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive per NAC 333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.

10.9 LETTER OF INTENT (LOI)

A Letter of Intent (LOI) shall be issued in accordance with NAC 333.170 notifying vendors of the State's intent to award a contract to a vendor, pending successful negotiations. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. All information remains confidential until the issuance of the formal. Notice of Award (NOA). If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

10.10 LNOTICIATION OF AWARD (NOA)

A Notification of Award (NOA) shall be issued in accordance with NAC 333.170. Vendors shall be notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners (BOE). Any award is contingent upon the successful negotiation of final contract terms and upon approval of the BOE, when required. Any non-confidential information becomes available upon written request.

10.11 CONTRACT EFFECTIVE APPROVAL

Pursuant to NRS 333.700, any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners.

11. TERMS AND CONDITIONS

11.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal.

- 11.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 11.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 11.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 11.1.4 The failure to separately package and clearly mark **Part IB and Part III** – which contain confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 11.1.5 Pursuant to NRS 333.350, the State reserves the right to reject any or all proposals received prior to contract award.
- 11.1.6 Pursuant to NRS 333.350, the State reserves the right to limit the scope of work prior to award, if deemed in the best interest of the State.
- 11.1.7 Pursuant to NRS 333.335, the State shall not be obligated to accept the lowest priced proposal, however, shall make an award in the best interest of the State of Nevada after all factors have been evaluated.
- 11.1.8 Any irregularities or lack of clarity in the RFP shall be brought to the attention of Dr. Seng-Dao Yang Keo as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 11.1.9 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 the project/contract, may be rejected.
- 11.1.10 Proposals from employees of the State of Nevada shall be considered in as much as they do not conflict with the State Administrative Manual (SAM), NRS Chapter 281 and NRS Chapter 284.
- 11.1.11 Proposals may be modified or withdrawn by written notice received prior to the proposal opening time. Withdrawals received after the proposal opening time shall not be considered except as authorized by NRS 333.350(3).
- 11.1.12 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in

RFP for NDE School Improvement and Fiscal Efficacy Project

response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.

- 11.1.13 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 11.1.14 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals shall be returned only at the State's option and at the vendor's request and expense. The masters of the technical proposal, confidential technical proposal, cost proposal and confidential financial information of each response shall be retained for official files.
- 11.1.15 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and NAP Chapter 333.
- 11.1.16 NRS 333.290 grants a preference to materials and supplies that can be supplied from a "charitable, reformatory or penal institution of the State" that produces such goods or services through the labor of inmates. The Administrator reserves the right to secure these goods, materials or supplies from any such eligible institution, if they can be secured of equal quality and at prices not higher than those of the lowest acceptable bid received in response to this solicitation. In addition, NRS 333.410 grants a preference to commodities or services that institutions of the State are prepared to supply through the labor of inmates. The Administrator shall apply the preferences stated in NRS 333.290 and 333.410 to the extent applicable.
- 11.1.17 Pursuant to NRS 333.338, the State of Nevada cannot enter into a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).

11.2 CONTRACT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal.

- 11.2.1 The awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 11.2.2 The awarded vendor shall maintain, for the duration of its contract, insurance coverages as set forth in the fully executed contract. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.
- 11.2.3 The State shall not be liable for Federal, State, or Local excise taxes per NRS 372.325.
- 11.2.4 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties shall consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, any modifications and clarifications to the awarded vendor's proposal, the RFP, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract. The State shall not indemnify vendor from any liability or damages,

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including but not limited to attorney's fees and costs, arising under any contract resulting from this RFP.

- 11.2.5 Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS 332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
- 11.2.6 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 shall not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
- 11.2.7 Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.
The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

11.3 PROJECT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal.

- 11.3.1 Award of Related Contracts
 - 11.3.1.1 The State may undertake or award supplemental contracts for work related to this project or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors and the State in all cases.
 - 11.3.1.2 All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.
- 11.3.2 Products and/or Alternatives
 - 11.3.2.1 An acceptable alternative is one the State considers satisfactory in meeting the requirements of this RFP.
 - 11.3.2.2 The State, at its sole discretion, shall determine if the proposed alternative meets the intent of the original RFP requirement.
- 11.3.3 State Owned Property

The awarded vendor shall be responsible for the proper custody and care of any State owned property furnished by the State for use in connection with the performance of the contract and shall reimburse the State for any loss or damage.
- 11.3.4 Inspection/Acceptance of Work
 - 11.3.4.1 It is expressly understood and agreed all work done by the contractor shall be subject to inspection and acceptance by the State.
 - 11.3.4.2 Any progress inspections and approval by the State of any item of work shall not forfeit the right of the State to require the correction of any faulty workmanship or material at any time during the course of the work and warranty period thereafter, although previously approved by oversight.
 - 11.3.4.3 Nothing contained herein shall relieve the contractor of the responsibility for proper installation and maintenance of the work, materials and

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

11.3.5 Travel

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

11.3.5.1 All travel shall be approved in writing in advance by the Department.

11.3.5.2 Requests for reimbursement of travel expenses shall be submitted on the State Claim for Travel Expense Form with original receipts for all expenses.

11.3.5.3 The travel expense form, with original signatures, shall be submitted with the vendor's invoice.

11.3.5.4 Vendor shall be reimbursed travel expenses and per diem at the rates allowed for State employees at the time travel occurs.

11.3.5.5 The State is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by vendor for a rental vehicle.

11.3.6 Right to Publish

11.3.6.1 All requests for the publication or release of any information pertaining to this RFP and any subsequent contract shall be in writing and sent to Seng-Dao Yang Keo.

11.3.6.2 No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of Seng-Dao Yang Keo.

11.3.6.3 As a result of the selection of the contractor to supply the requested services, the State is neither endorsing nor suggesting the contractor is the best or only solution.

11.3.6.4 The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with the specific advance written authorization of the Director of the Office of Student and School Supports.

11.3.6.5 Throughout the term of the contract, the contractor shall secure the written approval of the State per *Section 11.3.7.2* prior to the release of any information pertaining to work or activities covered by the contract.

11.3.7 Protection of Sensitive Information

11.3.7.1 Sensitive information in existing legacy applications shall encrypt data as is practical.

11.3.7.2 Confidential personal data shall be encrypted.

11.3.7.3 Any electronic transmission of personal information shall comply with NRS 603A.215 (2 & 3).

11.3.7.4 Sensitive Data shall be encrypted in all newly developed applications.

12. SUBMISSION CHECKLIST

This checklist is provided for vendor's convenience only and identifies documents that shall be submitted 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/Section	Part IA – Technical Proposal Submission Requirements	Completed
Part IA	Submitted on one (1) separate PDF file	
Section I	Title Page	
Section II	Table of Contents	
Section III	Vendor Information Sheet	
Section IV	State Documents	
Section V	Scope of Work	
Section VI	Company Background and References	
Section VIII	Other Informational Material	

Part/Section	Part IB – Confidential Technical Proposal Submission Requirements	Completed
Part IB	Submitted on one (1) separate PDF file	
Section I	Title Page	
Section II	Appropriate sections and information that cross references back to the technical proposal	

Part/Section	Part II – Cost Proposal Submission Requirements	Completed
Part II	Submitted on one (1) separate PDF file	
Section I	Title Page	
Section II	Cost Proposal	

Part/Section	Part III – Confidential Financial Information Submission Requirements	Completed
Part III	Submitted on one (1) separate PDF file	
Section I	Title Page	
Section II	Financial Information and Documentation	

Part/Section	Reference Questionnaire Reminders	Completed
N/A	Send out Reference Forms for Vendor (with Part A completed)	
N/A	Send out Reference Forms for proposed Subcontractors (with Part A and Part B completed, if applicable)	

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **shall not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in a separate binder/file marked “**Part IB – Confidential Technical**” and “**Part III - Confidential Financial Information**”.

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling and packaging requirements, proposals shall 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 shall be in an open meeting format, the **proposals shall remain confidential**.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act shall constitute a complete waiver, and all submitted information shall become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information.

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

Part IB – Confidential Technical Information

Yes _____ No _____

Justification for Confidential Status: _____

Part III – Confidential Financial Information

Yes _____ No _____

Justification for Confidential Status: _____

Company Name

Signature

Print Name

Date

***This document shall be submitted in Section IV of vendor’s technical proposal.**

ATTACHMENT B – VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and shall not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, including prices, shall remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, shall remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals shall be made in good faith and without collusion.
- (6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion shall be in writing and included in the proposal at the time of submission.
- (7) Each vendor shall 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 shall be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest shall automatically result in the disqualification of a vendor's proposal. An award shall not be made where a conflict of interest exists. The State shall determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or disability of another nature.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Vendor understands and acknowledges that the representations within their proposal are material and important and shall be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Vendor shall certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal shall be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Vendor Company Name

Signature

Print Name

Date

***This document shall be submitted in Section IV of vendor's technical proposal.**

ATTACHMENT C – CONTRACT FORM

Vendors shall review the terms and conditions of the standard contract used by the State for all services of independent contractors. It is not necessary for vendors to complete the contract form with their proposal.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR LESS THAN \$50,000

A Contract Between the State of Nevada
Acting by and Through its

Agency Information	Contractor Information
Agency Name:	Contractor Name:
Address:	Address:
City, State, Zip Code:	City, State, Zip Code:
Contact:	Contact:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Branch of the State Government which derive their support from public money in whole or in part to engage 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. CONTRACT TERM

This Contract shall be effective as noted below, unless sooner terminated by either party as specified in Section 7, Contract Termination. Contracts requiring approval of the Nevada Board of Examiners or the Clerk of the Board are not effective until such approval has occurred, however, after such approval, the effective date will be the date noted below.

Effective From Date: _____ To Date: _____

2. NOTICE

All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.

3. SCOPE OF WORK

The scope of work is described below, which is incorporated herein by reference:

DESCRIPTION OF SCOPE OF WORK:

An Attachment must be limited to the scope of work to be performed by Contractor. Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

4. CONSIDERATION

The parties agree that Contractor will provide the services specified in Section 3, Scope of Work at a cost as noted below:

\$ _____ per _____

Total Contract or Installments Payable at: _____

Total Contract Not to Exceed: _____

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the Scope of Work or incorporated attachments (if any). 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 result of legislative appropriation may require.

5. BILLING SUBMISSION: TIMELINESS

The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject 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 Contractor.

6. INSPECTION & AUDIT

Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) and as required by State and federal law, complete and accurate records as are necessary to fully disclose to the State or United States Government, sufficient information to determine compliance with all State and federal regulations and statutes, and compliance with the terms of this contract, and agrees that such documents will be made available for inspection upon reasonable notice from authorized representatives of the State or Federal Government.

7. CONTRACT TERMINATION

- A. **Termination Without Cause.** Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 2, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- 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 claims(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. **Termination with Cause for Breach.** A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 7D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
 - 1) 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
 - 2) 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

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- 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
- 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- 5) 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
- 6) 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.** Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 2, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 7C, above, shall run concurrently, unless the notice expressly states otherwise.

8. 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. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

9. LIMITED LIABILITY

The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.

10. INDEMNIFICATION AND DEFENSE

To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this Contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

11. REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS

Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.

12. INSURANCE SCHEDULE

Unless expressly waived in writing by the Contracting Agency, Contractor must procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum requirements specified below. 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 Contractor. By endorsement to Contractor's automobile and general liability policies, 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 Contractor. Contractor shall not commence work before Contractor has provided evidence of the required insurance in the form of a certificate of insurance and endorsement to the Contracting Agency of the State.

A. Workers' Compensation and Employer's Liability Insurance

- 1) Contractor shall provide proof of worker's compensation insurance as required per Nevada Revised Statutes Chapters 616A through 616D inclusive.
- 2) If Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed "Affidavit of Rejection of Coverage" form under NRS 616B.627 and NRS 617.210.

B. Commercial General Liability – Occurrence Form

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

- | | |
|--|-------------|
| 1) General Aggregate | \$2,000,000 |
| 2) Products – Completed Operations Aggregate | \$1,000,000 |
| 3) Personal and Advertising Injury | \$1,000,000 |
| 4) Each Occurrence | \$1,000,000 |

C. Automobile Liability

[Delete if Contract does not involve use of motor vehicle.] The policy shall cover Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

- | | |
|--------------------------------|-------------|
| 1) Combined Single Limit (CSL) | \$1,000,000 |
|--------------------------------|-------------|

D. Professional Liability/Errors and Omissions Liability

Delete if Contract does not involve professional services.] The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- | | |
|---------------------|-------------|
| 1) Each Claim | \$1,000,000 |
| 2) Annual Aggregate | \$2,000,000 |

Mail all required insurance documents to the Contracting Agency identified on page one of the Contract.

13. 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.

14. 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.

15. STATE OWNERSHIP OF PROPRIETARY INFORMATION

Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.

16. PUBLIC RECORDS

Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State may have the duty to disclose unless a particular record is made confidential by law or a common law balance of interests.

17. GENERAL WARRANTY

Contractor warrants that all services, deliverables, and/or work products 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.

18. DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES

For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.

19. 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 and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.

20. ENTIRE CONTRACT AND MODIFICATION

This Contract and its scope of work 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 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, as required. This form of Contract, including any amendments to the Contract, is not authorized for use if the “not to exceed” value Section 4, Consideration exceeds \$49,999. This Contract, and any amendments, may be executed in counterparts.

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 Contractor’s Title
_____	_____	_____
State of Nevada Authorized Signature	Date	Title
_____	_____	_____
State of Nevada Authorized Signature	Date	Title
_____	_____	_____
State of Nevada Authorized Signature	Date	Title

APPROVED BY THE BOARD OF EXAMINERS

Signature – Clerk of the Board of Examiners

On: _____
Date

On: _____

Approved as to form by:

ATTACHMENT D – INSURANCE SCHEDULE FOR RFP NDE-008

Vendors shall review the Insurance Schedule, as this shall be the schedule used for the scope of work identified within the RFP.

SECTION C – PROFESSIONAL SERVICE AGREEMENTS

Professional Contracts – No Driving involved

Professional liability insurance protects against losses that occur when a "professional" fails to practice his or her art to the usual and customary standards of that profession. Therefore, there can be risks to the State associated with errors (or allegations of errors) in the professional's work product or judgment. For more information describing professionals and professional liability insurance, please refer back to Introduction Section F.

Certain contracted services will not involve the use of either a contractor vehicle(s) or a State vehicle in order to perform the scope of services. Automobile liability should only be required if the contract services involve the contractor's use of a vehicle as part of the services being provided. This does not include merely driving to and from the State on occasion, i.e. for meetings. (See Introduction Section D. Guide to Automobile Liability Exemption).

Note: If the contractor is operating a State vehicle in the course of providing services, the requirements should include automobile liability. Please refer back to the provision listed previous section for the appropriate insurance specifications.

If vehicles are not used to perform the scope of services outlined in the contract, the requirement for automobile liability insurance can be omitted.

The sample requirements that follow do not include a requirement to provide automobile liability coverage.

Standard Professional Service Contracts - No Driving Involved

The following paragraphs should be inserted into the contract:

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

RFP for NDE School Improvement and Fiscal Efficacy Project

- 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.

3. Professional Liability (Errors and Omissions Liability)

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

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

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

B. ADDITIONAL INSURANCE REQUIREMENTS

The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the State of Nevada 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

Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (State of Nevada Representative's Name & Address). Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

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

RFP for NDE School Improvement and Fiscal Efficacy Project

of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to (State Department Representative's Name and Address). The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **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.

ATTACHMENT E – REFERENCE QUESTIONNAIRE

The State of Nevada requires proposing vendors to submit business references. The purpose of these references is to document the experience relevant to the scope of work identified within the RFP and aid in the evaluation process.

INSTRUCTIONS TO PROPOSING VENDOR

1. Proposing vendor or vendor's proposed subcontractor shall complete Part A of the Reference Questionnaire.
2. Proposing vendor shall send the following Reference Questionnaire to each business reference listed for completion of Part C and Part D.
3. Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:
State of Nevada, Nevada Department of Education
Subject: **RFP NDE-008**
Attention: Dr. Seng-Dao Yang Keo, Director, OSS
Email: skeo@doe.nv.gov
4. Please reference the RFP number in the subject line of the email
5. The completed Reference Questionnaire shall be received no later than 9 AM PST on 08/27/2019
6. Business references are not to return the Reference Questionnaire to the Proposer (Vendor)
7. In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
8. Questions regarding the Reference Questionnaire or process shall be directed to the individual identified on the RFP cover page.
9. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

ATTACHMENT F – BUSINESS REFERENCE’S RESPONSE

BUSINESS REFERENCE’S RESPONSE TO REFERENCE QUESTIONNAIRE FOR REQUEST FOR PROPOSAL (RFP): _____

ENTER RFP TITLE _____

PART A – TO BE COMPLETED BY PROPOSING VENDOR

Company Name Submitting Proposal: _____

Reference is requested for vendor as identified above; or

Company Name acting as subcontractor for vendor identified above

PART B – BUSINESS REFERENCE INSTRUCTIONS

1. This Reference Questionnaire is being submitted to your organization for completion as a business reference for the company listed in Part A, above.
2. Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:
State of Nevada, Agency Name
Subject: RFP ND-008
Attention: Enter Name
Email: Enter email address
Fax: ***_***_****
Please reference the RFP number in the subject line of the email or on the fax.
3. The completed Reference Questionnaire **MUST** be received no later than 4:30 PM PT Date
4. Do **NOT** return the Reference Questionnaire to the Proposer (Vendor).
5. In addition to the Reference Questionnaire, the State may contact references by phone for further clarification, if necessary.
6. Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.
7. When contacting the State, please be sure to include the RFP number listed at the top of this page.
8. We request all questions be answered. If an answer is not known, please answer as “U/K”. If the question is not applicable, please answer as “N/A”.
9. If you need additional space to answer a question or provide a comment, please attach additional pages. If attaching additional pages, please place your company/organization name on each page and reference the RFP # noted at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED (Please print)

Company Providing Reference: _____

Contact Name: _____

Title: _____

Contact Telephone Number: _____

Contact Email Address: _____

ATTACHMENT F – BUSINESS REFERENCE’S RESPONSE (continued)

RATING SCALE:

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

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

PART C – QUESTIONS:

#	Question	Comments	Rating
1	In what capacity have you worked with this vendor in the past?		
2	Rate the firm’s knowledge and expertise.		
3	Rate the vendor’s flexibility relative to changes in the project scope and timelines.		
4	Rate your level of satisfaction with hard copy materials produced by the vendor.		
5	Rate the dynamics/interaction between the vendor and your staff.		
6	Rate your satisfaction with the products developed by the vendor.		
7	Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. <i>(This pertains to delays under the control of the vendor.)</i>		
8	Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions.		
9	Rate the knowledge of the vendor’s assigned staff and their ability to accomplish duties as contracted.		
10	Rate the accuracy and timeliness of the vendor’s billing and/or invoices.		
11	Rate the vendor’s ability to quickly and thoroughly resolve a problem related to the services provided.		
12	Rate the vendor’s flexibility in meeting business requirements.		
13	Rate the likelihood of your company/organization recommending this vendor to others in the future.		
14	With which aspect(s) of this vendor’s services are you most satisfied?		
15	With which aspect(s) of this vendor’s services are you least satisfied?		
16	Would you recommend this vendor to your organization again?		

PART D – GENERAL INFORMATION:

During what time period did the vendor provide these services for your organization?

FROM: Month/Year _____ TO: Month/Year _____

ATTACHMENT G – COST SCHEDULE

RFP#: _____

RFP Title: _____

Vendor: _____

- ❖ Please use the space below to outline a full cost schedule.
- ❖ Be sure to include all costs associated for the duration of the contractual period.
- ❖ Only costs outlined in this proposal will be considered permissible for the duration of contract.
- ❖ Vendor may elect to submit a separate document, on an official letterhead, reflecting all costs for the outlined scope of work and terms of this RFP.

ATTACHMENT I – FEDERAL LAWS AND AUTHORITIES

The information in this section does not need to be returned with the vendor's proposal. Following is a list of Federal Laws and Authorities with which the awarded vendor shall be required to comply.

ENVIRONMENTAL:

1. Archeological and Historic Preservation Act of 1974, PL 93-291
2. Clean Air Act, 42 U.S.C. 7506(c)
3. Endangered Species Act 16 U.S.C. 1531, ET seq.
4. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
5. Executive Order 11988, Floodplain Management
6. Executive Order 11990, Protection of Wetlands
7. Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
8. Fish and Wildlife Coordination Act, PL 85-624, as amended
9. National Historic Preservation Act of 1966, PL 89-665, as amended
10. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended

ECONOMIC:

1. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended
2. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans

SOCIAL LEGISLATION

1. Age Discrimination Act, PL 94-135
2. Civil Rights Act of 1964, PL 88-352
3. Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
4. Executive Order 11246, Equal Employment Opportunity
5. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
6. Rehabilitation Act of 1973, PL 93, 112

MISCELLANEOUS AUTHORITY:

1. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
2. Executive Order 12549 – Debarment and Suspension