



State of Nevada
Purchasing Division

Request for Proposal No: 1836

For

**MASTER SERVICES AGREEMENT (MSA) FOR
INFORMATION TECHNOLOGY (IT) TEMPORARY CONSULTANTS**

Release Date: December 15, 2009

Deadline for Submission and Opening Date and Time: February 4, 2010

Refer to Section 9 RFP Timeline for the complete RFP schedule

For additional information, please contact:

Linda DeLoach, Management Analyst IV
State of Nevada Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

Phone: (775) 684-5862

Email address: srvpurch@purchasing.state.nv.us

(TTY for the Deaf or Hard of Hearing: 1-800-326-6868.
Ask the relay agent to dial 1-775-684-5862/V.)

Refer to Section 10, for instructions on submitting proposals

VENDOR INFORMATION SHEET FOR RFP NO: 1836

Vendor Must:

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

V1	Firm Name	
----	-----------	--

V2	Street Address	
----	----------------	--

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

V4	Telephone Number		
	Area Code:	Number:	Extension:

V5	Facsimile Number		
	Area Code:	Number:	Extension:

V6	Toll Free Number		
	Area Code:	Number:	Extension:

V7	Vendor's state of residence for governmental preference, if applicable	
----	--	--

V8	<i>Contact Person for Questions / Contract Negotiations, including address if different than above</i>		
	Name & Title:		
	Address:		
	Email Address:		

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

V10	Facsimile Number for Contact Person		
	Area Code:	Number:	Extension:

V11	<i>Name of Individual Authorized to Bind the Organization</i>		
	Name:		Title:

V12	Signature (<i>Individual must be legally authorized to bind the vendor per NRS 333.337</i>)		
	Signature:		Date:

TABLE OF CONTENTS

1. OVERVIEW OF PROJECT	4
2. ACRONYMS/DEFINITIONS.....	6
3. MASTER SERVICES AGREEMENT (MSA) OVERVIEW	11
4. SERVICE LEVEL CLASSIFICATIONS.....	21
5. COMPANY BACKGROUND AND REFERENCES	34
6. SERVICE LEVEL HOURLY RATES.....	40
7. FINANCIAL.....	41
8. WRITTEN QUESTIONS AND ANSWERS.....	43
9. RFP TIMELINE.....	44
10. PROPOSAL RESPONSE SUBMISSION REQUIREMENTS, FORMAT AND CONTENT	45
11. PROPOSAL EVALUATION AND AWARD PROCESS	54
12. TERMS AND CONDITIONS	56
13. SUBMISSION CHECKLIST	70
ATTACHMENT A – CONFIDENTIALITY OF PROPOSAL AND CERTIFICATION OF INDEMNIFICATION.....	72
ATTACHMENT B1 – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE.....	73
ATTACHMENT B2 – COST PROPOSAL CERTIFICATION OF COMPLIANCE	74
ATTACHMENT C1 – VENDOR CERTIFICATIONS	75
ATTACHMENT C2 – CERTIFICATION REGARDING LOBBYING.....	76
ATTACHMENT D – EQUAL OPPORTUNITY CLAUSE	77
ATTACHMENT E – FEDERAL LAWS AND AUTHORITIES	78
ATTACHMENT F – CONTRACT FORM.....	79
ATTACHMENT G – INSURANCE SCHEDULE	87
ATTACHMENT H – REFERENCE QUESTIONNAIRE	90
ATTACHMENT I – STATEMENT OF UNDERSTANDING.....	94
ATTACHMENT J – CONSULTANT RESUME.....	96
ATTACHMENT K – SAMPLE SCORE SHEET.....	98
ATTACHMENT L – STATE OF NEVADA REGISTRATION SUBSTITUTE IRS FORM W-9	100
ATTACHMENT M – SERVICE LEVEL HOURLY NOT TO EXCEED RATES	103

A Request for Proposal process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors may take exception, or make an assumption, to any section of the RFP. Exceptions and/or assumptions should be clearly stated in Attachment B1 (Technical Proposal Certification of Compliance with Terms and Conditions of RFP) and Attachment B2 (Cost Proposal Certification of Compliance with Terms and Conditions of RFP) and will be considered during the evaluation process. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State NRS 333.350(1).

1. OVERVIEW OF PROJECT

The State of Nevada will accept sealed proposals to develop not more than twelve (12) Master Services Agreement (MSA) contracts to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis. The Department of Administration, Purchasing Division will administer the contracts resulting from this RFP. There shall be no guarantee of a minimum level of work provided to any successful contractor. Proposers must submit proposals on all nine (9) of the Primary Service Levels and may propose on any of the nine (9) Optional Service Levels as identified below with more detailed information in **Section 4, Service Level Classifications**. The average length of assignments has been from three (3) months to one (1) year and sometimes longer.

1.1 PRIMARY SERVICE LEVEL DESCRIPTIONS

- 1.1.1 Programmer Analyst
- 1.1.2 Senior Programmer Analyst
- 1.1.3 Project Manager – Level I
- 1.1.4 Project Manager – Level II
- 1.1.5 Project Manager – Level III
- 1.1.6 Project Manager – Level IV
- 1.1.7 Team Lead
- 1.1.8 Web Developer
- 1.1.9 Data Base Administrator

1.2 OPTIONAL SERVICE LEVEL DESCRIPTIONS

- 1.2.1 Document/Technical Writer
- 1.2.2 Technical Support
- 1.2.3 Business Analyst
- 1.2.4 Information Security
- 1.2.5 Quality Assurance
- 1.2.6 Independent Verification and Validation
- 1.2.7 Training/Implementation Specialist
- 1.2.8 Systems Administrator/Analyst
- 1.2.9 Geographic Information System Specialist

Successful proposers must offer services to the Supreme Court, Legislature, University of Nevada System and city and county governments within Nevada with the same rates, terms and conditions as offered to the State as a result of this RFP process. Utilization of MSA services will be at the sole discretion of the individual government agencies, cannot be guaranteed under this RFP process, and will be governed by the agreements signed by those entities.

2. ACRONYMS/DEFINITIONS

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

<i>Agency</i>	The agency requesting services as identified in this RFP.
<i>Assumption</i>	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
<i>Awarded Vendor</i>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
<i>BAN</i>	Business Analyst.
<i>BOE</i>	State of Nevada Board of Examiners.
<i>CAPM</i>	Certified Associate of Project Management.
<i>CISO</i>	Chief Information Security Officer.
<i>Confidential Information</i>	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS 333.020(5) (b).
<i>Consultant</i>	Individuals providing the services as outlined in a specific Work Order.
<i>Contract Approval Date</i>	The date the State of Nevada Board of Examiners officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful vendor.
<i>Contract Award Date</i>	The date when vendors are notified that a contract has been successfully negotiated and is awaiting approval of the Board of Examiners.
<i>Contractor</i>	The company or organization that has an approved contract with the State of Nevada for services identified in this RFP.
<i>Cross Reference</i>	A reference from one document/section to another document/section containing related material.
<i>Customer</i>	Department, Division or Agency of the State of Nevada.
<i>DBA</i>	Database Administrator.
<i>Deliverables</i>	Project work products throughout the term of the project/work order.
<i>Division/Agency</i>	The Division/Agency requesting services as identified in this RFP.
<i>DoIT</i>	Department of Information Technology.

<i>DTW</i>	Document/Technical Writer.
<i>EFT</i>	Electronic Funds Transfer – an electronic transfer of funds through a national automated clearinghouse directly to a designated account.
<i>EIN</i>	Employer Identification Number.
<i>Email</i>	Electronic mail.
<i>Evaluation Committee</i>	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS 333.335.
<i>Exception</i>	A formal objection taken to any statement/requirement identified within the RFP.
<i>FTE</i>	Full Time Equivalent.
<i>Functional Requirements</i>	A narrative and illustrative definition of business processes independent of any specific technology or architecture.
<i>GAAP</i>	Generally Accepted Accounting Principles.
<i>GIS</i>	Geographic Information System Specialist.
<i>ISO</i>	Information Security Officer.
<i>IV&V</i>	Independent Verification and Validation.
<i>Key Personnel</i>	State personnel identified within a work order responsible for oversight of work during the life of the work order.
<i>LAN</i>	Local Area Network.
<i>LCB</i>	Legislative Counsel Bureau.
<i>LOI</i>	Letter of Intent - notification of the State's intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
<i>May</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<i>MS</i>	Microsoft.
<i>MSA</i>	Master Services Agreement.

<i>Must</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>NAC</i>	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: www.leg.state.nv.us
<i>NOA</i>	Notice of Award – formal notification of the State’s decision to award a contract, pending Board of Examiners’ approval of said contract, any non-confidential information becomes available upon written request.
<i>NRS</i>	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: www.leg.state.nv.us .
<i>NTE</i>	Not to Exceed.
<i>OIS</i>	Office of Information Security.
<i>Pacific Time</i>	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time.
<i>PC</i>	Personal computer.
<i>PCM</i>	Purchasing Contract Manager - The Contract Manager designated as the Purchasing point of contact between the proposer and the State during the RFP and contract negotiation process. The Contract Manager is also the Purchasing point of contact between the successful MSA contractor and the State during the request for services, work order and invoicing processes.
<i>PM1</i>	Project Manager – Level I.
<i>PM2</i>	Project Manager – Level II.
<i>PM3</i>	Project Manager – Level III.
<i>PM4</i>	Project Manager – Level IV.
<i>PMI</i>	Project Management Institute.
<i>PMP</i>	Project Management Professional.
<i>PRA</i>	Programmer Analyst.
<i>Prime Contractor</i>	The prime contractor has full responsibility for coordinating and controlling all aspects of the contract/work orders. The contractor will be the sole point of contact with the State relative to contract performance.
<i>Proprietary Information</i>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a).

<i>Proposer</i>	Organization/individual submitting a proposal in response to this RFP.
<i>PT</i>	Pacific Time.
<i>Public Record</i>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).
<i>QA</i>	Quality Assurance.
<i>RFP</i>	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection as defined in NRS 333.020(8).
<i>RFS</i>	Request for Services – as projects are initiated, an RFS will be issued to successful MSA contractors for the applicable service level(s).
<i>SEC</i>	Information Security.
<i>Service Level</i>	Specific classifications of service(s) to be provided.
<i>Shall</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>Should</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<i>SPA</i>	Senior Programmer Analyst.
<i>SSN</i>	Social Security Number.
<i>State</i>	The State of Nevada and any agency identified herein.
<i>Statement of Understanding</i>	A non-disclosure agreement that each contractor and/or individual must sign prior to starting work on the project.
<i>SYS</i>	Systems Administrator/Analyst.
<i>TEC</i>	Technical Support.
<i>TIS</i>	Training/Implementation Specialist.
<i>TLD</i>	Team Lead.
<i>Trade Secret</i>	Information, including, without limitation, a formula, pattern,

compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

User	Department, Division, Agency or County of the State of Nevada.
Vendor	Organization/individual submitting a proposal in response to this RFP.
WAN	Wide Area Network.
WEB	Web Developer.
Will	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Work Order	Once an RFS has been issued, consultant(s) have been interviewed and a consultant(s) selected, a work order detailing the required services, State selected consultant(s), authorized funding, project time line, scope of work and deliverables will be issued to the selected MSA contractor.

2.1 STATE OBSERVED HOLIDAYS

The State observes the holidays noted in the following table.

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

Note: When January 1, July 4, November 11 or December 25 falls on Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.

3. MASTER SERVICES AGREEMENT (MSA) OVERVIEW

3.1 BACKGROUND

3.1.1 The current contracts for Master Services Agreement (MSA) began on July, 1, 2006. Following is a breakdown, as of November, 2009 of the number of current contracts in place, the services requested from those contracts and the number of work orders and work order authorizations by agency. There is no guarantee that the same level of activity will occur during the new MSA contract period.

3.1.2 Contracts in place are the number of MSA contractors currently under contract. Individual work orders are written against the 16 various contracts.

Description	Number / Dollars
Contracts in Place	16
Total Value of Contracts	\$90.0M
Requests for Services Issued	48
Work Orders Written (All Agencies)	77
Agencies Using MSA Contractors	18
Total Dollar Amount of Work Orders Written	\$28.9M
Total Actual Expenditures	\$23.7M

Type of Service Requested	Number of Requests
Programmer Analyst (PRA)	1
Senior Programmer Analyst (SPA)	25
Project Manager – Level I (PM1)	1
Project Manager – Level II (PM2)	5
Project Manager – Level III (PM3)	9
Project Manager – Level IV (PM4)	8
Team Lead (TLD)	26
Web Development (WEB)	5
Data Base Administrator (DBA)	7
Document/Technical Writer (DTW)	2
Technical Support (TEC)	8
Business Analyst (BAN)	8
Information Security (SEC)	0
Quality Assurance (QA)	0
Independent Verification and Validation (IV&V)	7
Training/Implementation Specialist (TIS)	1
Systems Administrator/Analyst (SYS)	7
Geographic Information System Specialist (GIS)	1

3.2 OVERVIEW OF THE STATE’S ROLE IN THE MSA PROCESS

The following is an overview of the Purchasing Contract Manager’s (PCM) role in the MSA process:

3.2.1 General

- 3.2.1.1 Sole point of contact between contractor and State prior to Request for Services (RFS) and until a fully executed work order is issued.
- 3.2.1.2 Provide problem resolution if issues cannot be resolved at the work order team level.

3.2.2 Request for Services Process

- 3.2.2.1 Prepare and issue RFS to all contractors qualified for the requested service level classification(s). The RFS will also specify the number of consultants required, agency and location, scope of work, deliverables required, technical skills required, project timeframe and any other pertinent information.
- 3.2.2.2 Point of contact for receipt of questions regarding RFS requirements.
- 3.2.2.3 Prepare and distribute answers to contractors’ questions prior to submission of resumes and proposals, if applicable.
- 3.2.2.4 Point of contact for receipt of resumes.
- 3.2.2.5 Provide copies of resumes received from contractors to the requesting agency.

3.2.3 Interview Process

- 3.2.3.1 Obtain scripted questions from the requesting agency to allow for a fair and equitable interview process.
- 3.2.3.2 Obtain list of consultants to be interviewed from the requesting agency.
- 3.2.3.3 Set-up and facilitate interviews with selected consultant(s).
- 3.2.3.4 Notify successful contractor that their consultant(s) has been selected.
- 3.2.3.5 Notify the unsuccessful contractors that their consultant(s) was not selected.

3.2.4 Work Order Process

- 3.2.4.1 Prepare work order once a consultant(s) is selected.
- 3.2.4.2 Obtain all appropriate signatures.
- 3.2.4.3 Monitor the contractual aspects of the work order.
- 3.2.4.4 Provide problem resolution if issues cannot be resolved at the work order team level.
- 3.2.4.5 Close work order upon completion.

3.2.5 Invoice Process

Review each invoice and the timesheets to ensure the accuracy of the following information prior to submitting the invoice to the appropriate agency for payment:

- 3.2.5.1 Work order number;
- 3.2.5.2 Dates of service;
- 3.2.5.3 Hourly rate;
- 3.2.5.4 Validation of hours on timesheet and invoice;
- 3.2.5.5 Validation of amount invoiced;
- 3.2.5.6 Confirmation of signatures; and
- 3.2.5.7 Validation of travel expenses and receipts, if applicable.

3.3 OVERVIEW OF THE CONTRACTOR'S ROLE IN THE MSA PROCESS

The following is an overview of the contractor's role in the MSA process:

3.3.1 General

- 3.3.1.1 Notification of a change in the primary and/or alternate contact must be in writing, via email to the attention of the Purchasing Contract Manager.
- 3.3.1.2 Notification of change in company name, address, phone numbers, email addresses, etc., must be in writing, via email to the attention of the Purchasing Contract Manager.
- 3.3.1.3 It is the responsibility of the primary and/or alternate contact to provide coverage for any aspect of the MSA contract within their organization during any absence.
- 3.3.1.4 Contractors must respond to all calls or emails within two (2) working days unless otherwise stated in the request.

- 3.3.1.5 Contractors are responsible for conducting pre-employment screening and reference checks on its employees/consultants prior to any potential assignments.
- 3.3.2 Request for Services Process
 - 3.3.2.1 Contractors must screen consultant(s) resumes in order to furnish the State with qualified, experienced personnel to perform the specific work order assignment.
 - 3.3.2.2 Contractors must ensure resumes are submitted in the required State format (**refer to Attachment J**). If this format is not utilized, the State reserves the right to refuse to review the resume(s).
 - 3.3.2.3 If contractors are not proposing a consultant(s) for a project, they must provide an email notification of ‘no response’.
- 3.3.3 Interview Process
 - 3.3.3.1 Contractors must be responsive to telephone calls and/or emails to establish interviews and confirm availability of proposed consultants.
 - 3.3.3.2 Contractors must provide the consultant(s) with a copy of the initial RFS in advance of the interview process and the consultant(s) must be familiar with the requirements at the time of the interview. The State may terminate the interview if consultants have not been provided with the information prior to the interview.
- 3.3.4 Work Order Process
 - 3.3.4.1 Contractors must be responsive to sign work orders and/or amendments.
 - 3.3.4.2 Contractors must provide a copy of the work order which includes the scope of work and deliverables to the consultant(s) prior to the consultant(s) starting the work assignment.
 - 3.3.4.3 Contractor must provide to the PCM at least two (2) weeks’ notice if a consultant is terminating prior to the close of the work order or completion of the work assignment.
 - 3.3.4.4 Contractor must notify the PCM immediately of any problems arising during the term of a work order which may have an impact on the work order and/or completion of the assignment.

3.3.5 Invoice Process

- 3.3.5.1 It is the responsibility of the primary and/or alternate contact to provide the work order invoicing requirements to the appropriate accounting group within their organization.
- 3.3.5.2 Contractors must provide an invoicing contact for the State to contact in case there are any issues with invoices, timesheets, etc.
- 3.3.5.3 Contractors must track consultant hours worked versus hours authorized on the work order so that the consultant does not work more time than authorized.
- 3.3.5.4 It is the responsibility of the contractors to make sure invoices and timesheets submitted to the State are complete and accurate.

3.4 REQUEST FOR SERVICES (RFS) PROCESS

The procedures noted within this section will be followed for each MSA Request for Services issued by the State.

3.4.1 RFS Distribution

Each RFS will be distributed by email to all contractors within the specific service level(s) being requested.

3.4.2 Information Contained in the RFS

Each RFS issued will contain the following type of information:

- 3.4.2.1 Requesting State agency;
- 3.4.2.2 Location of work assignment;
- 3.4.2.3 Service Level(s) required;
- 3.4.2.4 Anticipated project start and end dates;
- 3.4.2.5 RFS time line;
- 3.4.2.6 RFS Contact;
- 3.4.2.7 Acknowledgment/communication requirements;
- 3.4.2.8 Background check requirements;
- 3.4.2.9 Experience and skills required and desired;
- 3.4.2.10 State provided items;
- 3.4.2.11 Contractor provided items, if applicable;
- 3.4.2.12 Project overview;
- 3.4.2.13 Scope of work;
- 3.4.2.14 Deliverables required;
- 3.4.2.15 Travel requirements, if applicable;
- 3.4.2.16 Question and answer process;

- 3.4.2.17 Mandatory requirements;
- 3.4.2.18 Process for submittal of resumes;
- 3.4.2.19 Interview process; and
- 3.4.2.20 Insurance requirements.

3.4.3 Communication Regarding the RFS

All communication from the contractor regarding the RFS should include the following:

- 3.4.3.1 RFS#;
- 3.4.3.2 Contractor Name;
- 3.4.3.3 Contact Name;
- 3.4.3.4 Telephone Number; and
- 3.4.3.5 Email Address.

3.4.4 RFS Questions

3.4.4.1 Unless otherwise specified in the RFS, all questions regarding the technical requirements of the project and/or terms and conditions of the project must be submitted via email to the PCM no later than 4:30PM on the 2nd day of the four (4) working day response period.

3.4.4.2 Contractors/consultants must not contact the requesting agency.

3.4.5 RFS Answers

If questions are received, the PCM will respond with the State's answers via email to all contractors who were sent the original RFS.

3.4.6 Submittal of Resumes

3.4.6.1 Contractors will have four (4) working days (unless otherwise specified in the RFS) to respond with proposed consultants' resumes.

3.4.6.2 Resumes for an RFS may be submitted any time up to the specified submission date and time.

3.4.6.3 All resumes must be submitted via email.

3.4.6.4 Unless otherwise specified within the RFS, contractors may submit no more than three (3) consultant resumes.

3.4.6.5 Page one (1) of each resume submitted must be a cover page that includes the following information:

- A. RFS #;
- B. Contract Manager's Name;
- C. Contractor's Name;
- D. Contact Name;
- E. Consultant's Name;
- F. Current Location of Consultant;
- G. Date Consultant is Available;
- H. Service Level Classification;
- I. Proposed Hourly Rate; and
- J. Whether the consultant is available to interview in person or via telephone.

3.4.6.6 Resumes must include, at a minimum, the following information in the State required format. If the State format is not utilized, the State reserves the right to refuse to review the resume(s).

- A. Consultant's name;
- B. Service Level Classification being proposed;
- C. Years of experience in this service level classification;
- D. List of projects previously worked on with a brief description of each, including the dates of the project(s);
- E. Job titles while working on projects described above;
- F. Length of projects described above with time spent on each activity; and
- G. At least three (3) professional references from previous projects.

3.4.7 Consultant Submission

3.4.7.1 Contractors must follow all requirements identified in the initial RFS.

3.4.7.2 Consultants submitted for the required work must meet the minimum qualifications or they will not be considered for an interview.

3.4.7.3 The State will review all resumes submitted.

3.4.8 Interview Process

3.4.8.1 The State reserves the right to hold the following types of interviews or any combination thereof:

- A. Preliminary phone screening interview; or
- B. Telephone interview; or
- C. Telephone interview with in person follow-up interview; or
- D. In person interview.

- 3.4.8.2 The State reserves the right to schedule interviews upon receipt of resumes.
- 3.4.8.3 The State does not guarantee that all consultants submitted will be interviewed.
- 3.4.8.4 Interviews will be conducted with pre-scripted questions applicable to the service level(s) requested and work to be performed.
- 3.4.8.5 Interviews may be conducted either in person or via telephone.
- 3.4.8.6 If the interview is a telephone interview, the consultant must call the State at the phone number provided at the time the interview is scheduled.
- 3.4.8.7 Interview expenses, whether in person or by phone, will be at the contractor's expense.
- 3.4.8.8 Consultants must be provided with a copy of the initial RFS in advance of the interview process and must be familiar with the requirements of the project at the time of the interview. The State may terminate the interview if consultants have not been provided with the information prior to the interview.

3.4.9 RFS Award

- 3.4.9.1 Once the decision is made by the requesting agency, the PCM will contact the appropriate contractor via email advising them of the State's selection of their consultant(s) and request confirmation via email of their acceptance of the award and the consultant's availability.
- 3.4.9.2 Upon receipt of confirmation from the successful contractor, the PCM will notify the other contractors via email that their consultant(s) was not selected.

3.5 WORK ORDER ISSUANCE PROCESS

The procedures noted within this section will be followed for each MSA work order issued by the State.

3.5.1 Work Order Contents

Once a consultant(s) has been selected by the State, the PCM will prepare a work order for signature by the requesting State agency, the MSA contractor and the Purchasing Contract Manager. The work order shall include, but not be limited to, the following information:

- 3.5.1.1 Work order cover sheet that contains contractor/consultant information, start and end dates, work summary, hourly rate and total dollars authorized and appropriate signature blocks;
- 3.5.1.2 The project overview including a description of the project background and future requirements, if applicable;
- 3.5.1.3 Background check requirements;
- 3.5.1.4 A detailed scope of work, including objective and work to be performed by the consultant(s);
- 3.5.1.5 A detailed list of all deliverables to be developed and delivered by the consultant(s);
- 3.5.1.6 Project schedule, including start and end dates and cancellation or termination requirements;
- 3.5.1.7 A list of all items to be furnished by the State for use by the consultant(s);
- 3.5.1.8 A list of all items to be furnished by the contractor for use by the consultant(s), if applicable;
- 3.5.1.9 Identification of the specific technical skills and experience the consultant(s) is required to possess;
- 3.5.1.10 Identification of the State's specifications and standards;
- 3.5.1.11 Authorization for travel, if required;
- 3.5.1.12 Identification of the payments terms, invoicing process and funding obligations;
- 3.5.1.13 State key personnel, including Technical Project Oversight, Program Project Oversight and Contract Manager/Invoicing Contact; and
- 3.5.1.14 Incorporation of the consultant's resume.

3.5.2 Work Order Amendments

Work orders may be amended for any one or more of the following modifications:

- 3.5.2.1 Change in consultant(s);
- 3.5.2.2 Service level;
- 3.5.2.3 Hourly rate;
- 3.5.2.4 Total dollars authorized;
- 3.5.2.5 Scope of work and deliverables; or
- 3.5.2.6 Project timeframe.

4. SERVICE LEVEL CLASSIFICATIONS

Proposers must submit proposals on all nine (9) of the primary service levels and may propose on any of the nine (9) optional service levels.

The successful proposers must furnish qualified, experienced personnel to perform the required level of services detailed below or as detailed in the project specific RFS.

Contractors shall provide fully trained and experienced personnel (including replacement personnel) required for performance of any work under a work order awarded. Consultant's knowledge must be sufficient so that training will not be needed to perform the specific work order assignment.

The skill sets identified below are the minimum requirements for each service level. At the time an RFS is issued, the specific requirements and qualifications for a requested service level will be identified including specific years of experience. The State reserves the right to request a combination of some of the skill sets across classifications.

Consultants requested within any service level identified below must be able to demonstrate experience and the ability to prepare any State requested documentation. Documentation may include, but not be limited to: narratives, flowcharts, procedure guides, data flow diagrams, user manuals and other illustrations. Consultants must demonstrate the ability to communicate effectively at the technical and lay person level, write technical documentation and make formal presentations as required.

4.1 PRIMARY SERVICE LEVELS

4.1.1 Programmer Analyst (PRA)

Programmer Analyst's experience shall include, but not be limited to: development and maintenance of programs using structured program coding techniques, debugging and testing of programs, online screen development, menu creation and job control languages.

Programmer Analysts shall be proficient in mainframe, midrange, personal computer and/or desktop programming. Specific languages and data base skills will be dependent on each project and identified in the RFS.

Programmer Analysts shall be experienced in program analysis, design, construction and modification including troubleshooting, testing and debugging. Programmer Analysts should be able to communicate well and be capable of preparing a cost/benefit analysis and project time line estimates.

Programmer Analysts must have a minimum of two (2) to four (4) years of experience.

4.1.2 Senior Programmer Analyst (SPA)

Senior Programmer Analysts shall demonstrate abilities and experience in project development, application analysis, design, programming, testing and installation. Senior Programmer Analysts shall possess the skills required for Programmer Analysts as necessary, as well as be able to demonstrate significant experience in major projects.

Senior Programmer Analysts will work independently with minimal supervision. Senior Programmer Analysts may be responsible for the supervision and guidance of assigned personnel (MSA contractor staff) as necessary.

Senior Programmer Analysts must have five (5) or more years of experience.

4.1.3 Project Manager – Level I (PM1)

4.1.3.1 Required Qualifications:

- A. Successful project team experience on a similar type project;
- B. Experience with project scheduling and work planning tools;
- C. Demonstrated ability in the following six (6) project manager competencies:
 - 1. Scope Definition;
 - 2. Communications Planning;
 - 3. Resource Planning;
 - 4. Schedule Development;
 - 5. Risk Management; and
 - 6. Project Budget Management.
- D. Proven experience with at least one (1) project management methodology used during previous projects;
- E. Demonstrated ability in analytical and planning skills;
- F. Professional behavior;
- G. Effective people skills;
- H. Effective verbal and written communications;
- I. Leadership potential;
- J. Ability to dedicate the required time toward managing the successful implementation of the assigned project; and

K. An Associate's Degree or equivalent combination of education and experience in a relevant discipline.

4.1.3.2 Desired Qualifications:

- A. Successful project team experience on a similar project of similar size and magnitude;
- B. Functional experience and skills the requesting agency seeks; and
- C. A Bachelors Degree or equivalent combination of education and experience in a relevant discipline.

4.1.4 Project Manager – Level II (PM2)

4.1.4.1 Required Qualifications:

- A. Minimum required qualifications for a Level I Project Manager;
- B. Minimum of 18 months of project management leadership in a relevant functional or technical field;
- C. Demonstrated ability in the following four (4) additional project manager competencies:
 - 1. Functional Requirements Definition;
 - 2. Work Breakdown Structure (WBS);
 - 3. Change Control and Configuration Management; and
 - 4. Reports and Project Reporting Templates.
- D. Formal project management training; and
- E. Proven experience with at least two (2) project management methodologies used during previous projects.

4.1.4.2 Desired Qualifications:

- A. Successful project team experience on a similar project of similar size and magnitude;
- B. Functional experience and skills the agency seeks; and
- C. A Bachelors Degree or equivalent combination of education and experience in a relevant discipline.

4.1.5 Project Manager – Level III (PM3)

4.1.5.1 Required Qualifications:

- A. Minimum required qualifications for a Level II Project Manager;
- B. Minimum of five (5) years of project management leadership in a relevant functional or technical field;
- C. Demonstrated ability in the following nine (9) additional project manager competencies:
 - 1. Project Initiation and Solution Analysis;
 - 2. Activity Definition and Sequencing;
 - 3. Project Execution and Control;
 - 4. Request for Proposal (RFP) Processes;
 - 5. Procurement Planning;
 - 6. Cost Benefit and Return on Investment (ROI) Analysis;
 - 7. Vendor Evaluation;
 - 8. Performance Planning; and
 - 9. Project Closeout.
- D. Proven experience in managing risk and quality assurance;
- E. Proven experience with managing more than one (1) vendor;
- F. Demonstrated ability to coordinate between multiple agencies and project teams;
- G. Demonstrated team building and leadership skills;
- H. Effective relationship management skills;
- I. Effective communication skills in both verbal and written form to all levels of management;
- J. Demonstrated ability to speak at public meetings and testify before the State Legislature; and
- K. Working knowledge of industry accepted methodologies, policies, standards, procedures and practices.

4.1.5.2 Desired Qualifications:

- A. A Bachelors Degree or equivalent combination of education and experience in a relevant discipline.

- B. Project Management Institute (PMI) Certified Associate of Project Management (CAPM) certification or higher; and
- C. Government related experience in an applicable functional or technical field.

4.1.6 Project Manager – Level IV (PM4)

4.1.6.1 Required Qualifications:

- A. Minimum required qualifications for a Level III Project Manager;
- B. Minimum of eight (8) years of project management leadership in a relevant functional or technical field;
- C. Excels in all project manager competencies;
- D. Confidently speaks at public meetings and testifies before the State Legislature;
- E. Excels at team building and leadership skills with a professional demeanor;
- F. Performed extensive risk management and/or quality assurance experience;
- G. Ability to handle complex management environments with multiple vendors, agencies, stakeholders and matrix accountability structures;
- H. Is a positive, determined, patient and proactive facilitator; and
- I. Ability to balance creativity, problem solving and technical skills to realize project success.

4.1.6.2 Desired Qualifications:

- A. Project Management Professional (PMP) certification from the Project Management Institute (PMI);
- B. A Masters Degree or equivalent combination of education and experience in a relevant discipline;
- C. Demonstrates extensive knowledge of industry accepted methodologies, policies, standards, procedures and practices;
- D. Managed multiple vendors in difficult and challenging situations;

- E. Demonstrates extensive coordination abilities between business and technology groups such as, but not limited to: agencies; technical operations; capacity planning; strategic planning, systems development, enterprise architecture and finance; and
- F. Easily articulates opportunities and leverages relationships between agencies, vendors, contractors and committees.

4.1.7 Team Lead (TLD)

Team Leads must have capabilities of at least a Senior Programmer Analyst service level classification. Team Leads may provide supervision to lower service level classifications and may act as liaison between State technical and MSA contractor personnel. Team Leads must be able to prove prior experience. Acceptable proof would include furnishing the State with documented proof of similar completed assignments and/or a minimum of three (3) references who will confirm that the proposed personnel successfully accomplished similar assignments.

Team Leads must have a minimum of five (5) years of experience, at least two (2) years of which must be as a team lead.

4.1.8 Web Developer (WEB)

Web Developers shall demonstrate knowledge of modern Web programming languages and scripting languages and further must be able to develop and implement features within the Web page such as Applets, COM+, bots and other scripting features. Web Developers shall demonstrate the ability to integrate data bases in Web applications. This experience may be demonstrated by providing sample code in addition to an active URL.

Web Developers shall demonstrate abilities in the understanding and practice of Internet security features and must be able to develop in a highly secured environment. Web Developers may be required to demonstrate ability to program 'shopping-cart' programs and other e-commerce/e-government based development techniques. This experience may be demonstrated by providing an active URL.

Web Developers may be required to demonstrate ability to program with emerging Web technologies.

Web Developers must have current abilities with development tools that will accomplish the desired tasks.

Web Developers must be able to document work performed and must be able to transfer knowledge of system maintenance and modification to persons who will be responsible for the maintenance and upkeep of the Web site, application or pages. Web Developers may be required to demonstrate ability to document work, as well as training and knowledge transfer skills.

4.1.9 Data Base Administrator (DBA)

Data Base Administrators must have a minimum of four (4) years experience on a project basis, performing complex data base analysis and design.

Data Base Administrators must have experience using structured analysis and design, building data bases, developing logical and physical data base designs and consolidation of data models. Data Base Administrators must possess knowledge of entity diagramming and prototyping.

Data Base Administrators must have experience with the languages and administrative tool sets of the Data Base Management Systems being utilized. For example, projects using DB2 or Oracle require knowledge of SQL and experience with either DB2 or Oracle features.

Data Base Administrators must be familiar with techniques for providing global diagnostics and statistics reporting.

4.2 OPTIONAL SERVICE LEVELS

4.2.1 Document/Technical Writer (DTW)

Document/Technical Writers shall demonstrate experience and the ability to prepare system, user, operations and technical data processing documentation. Documentation shall include, but not be limited to: narratives, flowcharts, procedure guides, data flow diagrams, entity relationship diagrams, hardware configuration diagrams, user manuals and other illustrations.

4.2.2 Technical Support (TEC)

Technical Support personnel must be able to demonstrate abilities in one (1) of five (5) areas based upon the State's requirements at the time an RFS is issued. Consultants may be required to show proof of certification on referenced platforms. Specific skills will be dependent upon each project and shall include, but not be limited to:

4.2.2.1 Data Communications

This area requires working knowledge of routers, switches, subnet masking, virtual private networking, protocol analyzers, multiplexers, DSU/CSUs, modems, communications test equipment/software along with wiring and cable standards.

4.2.2.2 Telecommunications

This area requires the ability to perform programming analysis, design, implementation and repair of PBX switches and software applications associated with system administration, voice network administration, call accounting, voice messaging and automatic call distribution systems. This area requires the ability to provide

assistance to agency management regarding system design, management, budgeting, equipment purchases and specifications of telecommunication equipment.

4.2.2.3 Microwave / Fiber Optic Transport Technician

This area requires the ability to install, repair and modify microwave and/or fiber optic communications equipment, operate associated test equipment, understand complex schematics, understand the operations, components, units and assemblies, including multiplex subsystems, associated with communication transport systems.

4.2.2.4 Network Specialist

This area requires working knowledge of integrated geographically dispersed information processing networks comprised of multiple hardware platforms (network/file/print servers and work station), information resources, operating systems, communications protocols, security levels and physical network topologies. This area may also require the ability to develop network architecture, project system growth rates and capacity requirements.

4.2.2.5 PC / Network Technician

This area requires the ability to install, operate, troubleshoot, configure, maintain and monitor computer networks, network servers, operating systems, printers and workstations. This may also require the ability to determine security, file structures, menus, user access and backup methods for all data in a network environment.

4.2.3 Business Analyst (BAN)

Business Analysts must have a minimum of three (3) years in analyzing business practices and procedures for the purpose of defining and establishing new and improved procedures and practices. Improved practices may include the use of automated information technologies and as such, require experience that includes specialized technical skills or experience in the use of those technologies.

Qualifying experience may also include: (1) documentation of current practices and procedures, workflow, information flow and current automated systems; (2) definition of problems, issues, and/or areas needing improvement; (3) definition of alternative/potential solutions; (4) plans for implementation of best solutions and/or practices; and (5) requirements related to building testing scenarios and test plans.

Experience in the use of information technology tools such as Visio, Erwin, Oracle Designer, Project Workbench, etc., may also be required.

4.2.4 Information Security (SEC)

Information security services may include conducting risk assessments; providing a security framework, developing security guides, policies and plans; and providing an end-to-end information security solution for environments from desktop to mainframe, interface between information systems and networks as well as systems and physical sites. Other services include designing, planning, implementing, testing and participating in the certification and accreditation of systems, as well as providing support tools for construction of such systems.

Consultant(s) should have a good understanding of and be able to demonstrate abilities in the following including, but not be limited to:

- 4.2.4.1 Business impact analysis;
- 4.2.4.2 Continuity of operations/disaster recovery; and
- 4.2.4.3 Risk assessment/mitigation.

4.2.5 Quality Assurance (QA)

Quality Assurance is an analysis of technical and business practices and processes performed by a consultant(s) with a specified degree of technical, managerial and financial independence from the development organization.

Quality Assurance consultants must be able to provide the following array of services, including, but not limited to:

- 4.2.5.1 Review of project contracts to ensure that project requirements are adequately defined, free from ambiguity, documented and can be realized by the supplier;
- 4.2.5.2 Monitoring, evaluating and measuring the development of major projects within DoIT and State contracts;
- 4.2.5.3 Developing a QA project work plan for the Quality Assurance effort;
- 4.2.5.4 Reviewing and making recommendations based on best business practices on the management of the project by both State and contractor, if applicable;
- 4.2.5.5 Reviewing and making recommendations on the technical aspects of the project;
- 4.2.5.6 Conducting analysis of past project performance (schedule, budget) sufficient to identify and make recommendations for improvement;

- 4.2.5.7 Consulting with all stakeholders and assessing user involvement and buy-in regarding system functionality and the system's ability to meet program needs;
- 4.2.5.8 Developing performance metrics which allow tracking of project completion against milestones set by the State and/or contractor;
- 4.2.5.9 Reviewing and analyzing project status reports and investigate/report on items that could result in increased risk to the project;
- 4.2.5.10 Identifying and recommending in writing, intervention strategies to address the risk area. Intervention strategies must include a definition of options available to address the risk area, the potential effects and cost of implementing the strategy and a comparative summary of the alternative strategies recommended;
- 4.2.5.11 Analyzing, discussing and providing input and/or make recommendations in writing on project activities/deliverables;
- 4.2.5.12 Reviewing programming work product to ensure compliance to DoIT/State standards, which includes review of test plans, testing procedures and test results;
- 4.2.5.13 Conducting a post implementation review on completed projects; and
- 4.2.5.14 Applying basic auditing tools and techniques such as flowcharting, metrics, and observation techniques and testing.

Quality Assurance consultants must be able to prove prior experience. Acceptable proof would include furnishing the State with documented proof of similar completed assignments and/or a minimum of three (3) professional references who will confirm that the proposed personnel have successfully accomplished similar assignments.

Consultant certifications such as Certified Quality Assurance Analyst and/or Certified Software Test Engineer are highly desirable. Proof of certifications may be required.

4.2.6 Independent Verification and Validation (IV&V)

Independent Verification and Validation (IV&V) is an evaluation of project work products by an unaffiliated entity as directed by the development organization. Verification is defined as authentication by examination, test and provision of objective evidence that specified requirements have been satisfied. Validation is defined as the proof by examination, testing and provision of objective evidence that the particular requirements for a specific intended use are viable and productive.

IV&V consultants must be able to provide the following array of services, including, but not limited to:

- 4.2.6.1 Developing an IV&V project work plan for the IV&V effort;
- 4.2.6.2 Verifying best technical/business practices and procedures are utilized and report findings on the technical aspects of the project;
- 4.2.6.3 Conducting analysis of past project performance (schedule, budget) sufficient to identify and make recommendations for improvement;
- 4.2.6.4 Composing and developing comprehensive test scenarios and attending performance metrics, which validate and verify project performance against functional requirements set by the State and/or contractor;
- 4.2.6.5 Verifying and validating project design vs. implementation;
- 4.2.6.6 Validating and identifying in writing, conceptual models;
- 4.2.6.7 Validating technical baselines(s); and
- 4.2.6.8 Applying basic tools and techniques such as flowcharting, metrics, and observation techniques and testing.

IV&V consultants must be able to prove prior experience. Acceptable proof would include furnishing the State with documented proof of similar completed assignments and/or a minimum of three (3) professional references who will confirm that the proposed personnel have successfully accomplished similar assignments.

Consultant certifications such as Certified Quality Assurance Analyst and/or Certified Software Test Engineer are highly desirable. Proof of certifications may be required.

4.2.7 Training/Implementation Specialist (TIS)

Two (2) or more years of professional experience in the development of technical training curriculum, coordinating training classes, conducting training, monitoring and evaluating training, overseeing specific technical training programs and recommending training curriculum is required.

4.2.8 Systems Administrator/Analyst (SYS)

Consultant(s) shall demonstrate abilities and experience in systems with a wide variety of products.

Consultant(s) shall demonstrate abilities and experience in analysis, design, development, maintenance and modification of computer and communications

hardware, operating systems and auxiliary software packages required to support various computer systems and peripheral devices on the platforms specified in each individual RFS.

Consultant(s) shall demonstrate experience and ability to ensure continuous uninterrupted operation of the computer system they are working with, troubleshoot and resolve performance issues, assess long range and short range hardware and software requirements, implement hardware and software changes and provide technical training and advice to programmers, analysts and management.

4.2.9 Geographic Information System Specialist (GIS)

Consultant(s) should have a minimum of two (2) years experience with GIS system development and/or maintenance. Consultant(s) should have a good understanding of key GIS concepts including spatial coordinates, map overlays and associating data bases to spatial features. The consultant(s) should have qualifying experience with the GIS software being utilized.

4.3 PRIMARY SERVICE LEVEL MATRIX

Proposers must submit proposals on all nine (9) of the primary service levels. Proposers must complete the following matrix indicating they are submitting a proposal with all primary service levels included.

Service Level #	Service Level	Yes	No
4.1.1	Programmer Analyst (PRA)		
4.1.2	Senior Programmer Analyst (SPA)		
4.1.3	Project Manager – Level I (PM1)		
4.1.4	Project Manager – Level II (PM2)		
4.1.5	Project Manager – Level III (PM3)		
4.1.6	Project Manager – Level IV (PM4)		
4.1.7	Team Lead (TLD)		
4.1.8	Web Developer (WEB)		
4.1.9	Data Base Administrator (DBA)		

4.4 OPTIONAL SERVICE LEVEL MATRIX

Proposers may propose on any or all of the nine (9) optional service levels. Proposers must complete the following matrix indicating which service levels are being proposed.

Service Level #	Service Level	Yes	No
4.2.1	Document/Technical Writer (DTW)		
4.2.2	Technical Support (TEC)		
4.2.3	Business Analyst (BAN)		
4.2.4	Information Security (SEC)		
4.2.5	Quality Assurance (QA)		
4.2.6	Independent Verification and Validation (IV&V)		
4.2.7	Training/Implementation Specialist (TIS)		

Service Level #	Service Level	Yes	No
4.2.8	Systems Administrator/Analyst (SYS)		
4.2.9	Geographic Information System Specialist (GIS)		

5. COMPANY BACKGROUND AND REFERENCES

5.1 PRIMARY VENDOR INFORMATION

Vendors must provide a company profile. Information provided shall include:

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

5.1.1.1 Incorporated companies must identify the state in which the company is incorporated and the date of incorporation. Please be advised, pursuant to NRS 80.010, incorporated companies must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

5.1.1.2 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the Department of Taxation, in accordance with NRS 360.780.

5.1.1.3 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, which do not contain the requisite licensure, may be deemed non-responsive. However, this does not negate any applicable Nevada Revised Statute (NRS) requirements.

5.1.2 Location(s) of the company offices and location of the office that will provide the services described in this RFP.

5.1.3 Number of employees both locally and nationally with the expertise to support the requirements identified within this RFP.

5.1.4 Location(s) from which employees will be assigned.

5.1.5 Number of permanent full time consultants.

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

Yes		No	
-----	--	----	--

If "Yes", specify when, for what duties, and for which agency.

5.1.7 Is the vendor or any of the vendor's employees employed by the State of Nevada, any of its political subdivisions or by any other government?

Yes		No	
-----	--	----	--

If “Yes”, is the employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?

- 5.1.8 Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable with the State of Nevada. If no such problems have been experienced, vendor must indicate in writing.
- 5.1.9 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.
- 5.1.10 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.
- 5.1.11 Proposers must describe how they maintain staff/personnel qualifications and capabilities to provide the services described within this RFP.
- 5.1.12 Using the service levels described in **Section 4, Service Level Classifications**, indicate on an annual basis how many work orders your firm provides consultants to state/local government and/or private sector.
- 5.1.13 Financial information and documentation to be included in **Part IV, Confidential Financial Information** of vendor’s response in accordance with **Section 10.6, Part IV – Confidential Financial Information**.
- 5.1.13.1 Dun and Bradstreet Number
- 5.1.13.2 Federal Tax Identification Number
- 5.1.13.3 The last two (2) years and current year interim:
- A. Profit and Loss Statement
- B. Balance Statement

5.2 RECRUITING / SCREENING METHODOLOGY

- 5.2.1 Proposers must provide information regarding their approach and methodology for supplying qualified consultants to the State for each of the service level classifications for which they are proposing.

Service Level	Number of Work Orders on an Annual Basis
Programmer Analyst (PRA)	
Senior Programmer Analyst (SPA)	
Project Manager – Level I (PM1)	
Project Manager – Level II (PM2)	
Project Manager – Level III (PM3)	
Project Manager – Level IV (PM4)	

Service Level	Number of Work Orders on an Annual Basis
Team Lead (TLD)	
Web Developer (WEB)	
Data Base Administrator (DBA)	
Document/Technical Writer (DTW)	
Technical Support (TEC)	
Business Analyst (BAN)	
Information Security (SEC)	
Quality Assurance (QA)	
Independent Verification & Validation (IV&V)	
Training/Implementation Specialist (TIS)	
Systems Administrator/Analyst (SYS)	
Geographic Information System Specialist (GIS)	

5.2.2 Proposers must describe their ability and capacity, including staffing and skills, they possess for delivering quality consultants for the State.

5.2.3 Proposers must describe the manner in which they will acquire and propose consultants throughout the life of the contract. The proposer's response must include the following:

5.2.3.1 Define skills testing and screening mechanisms, including a description of reference and/or background checks solicited for each consultant; and

5.2.3.2 Describe the manner in which job assignments/job matching is determined.

5.3 OVERALL CLIENT SATISFACTION

5.3.1 Demonstrate your ability to recruit and maintain quality consultants. This should include such factors as:

5.3.1.1 Average length of employment;

5.3.1.2 Turnover rate; and

5.3.1.3 Years of experience of average consultant.

5.3.2 Demonstrate how the effectiveness and reliability of the proposer's key management personnel have ensured the success of contracts similar in size and scope.

5.3.3 Demonstrate how overall communication with clients has ensured the success of contracts similar in size and scope.

- 5.3.4 Demonstrate your ability to provide reasonable continuous services throughout the life of any contract resulting from this RFP.

5.4 COMMUNICATION / CONTRACT MANAGEMENT / ISSUE RESOLUTION

Proposers must provide a narrative which, at a minimum, must include the proposer's methodology for:

- 5.4.1 Contract management; i.e., insurance, company name change, address changes, primary and alternate contact changes, etc.;
- 5.4.2 Managing consultant(s); i.e., contractor/consultant in a different geographic location, project issues, resolution process, offsite/telecommunicating, etc.;
- 5.4.3 Tracking consultant hours worked versus hours authorized in the work order;
- 5.4.4 Communication with the State from initial RFS through completion of the work order;
- 5.4.5 Methodology for responding to and covering requested changes in the project timeframes, consultant replacement, scope of work, deliverables, etc.;
- 5.4.6 Methodology for invoicing the State and invoice issue resolution; and
- 5.4.7 Methodology for responding to State generated issues.

5.5 REFERENCES

- 5.5.1 Vendors should provide a minimum of six (6) references from recent contracts of a similar nature and size as they relate to master services agreement type contracts and projects performed under master services type agreements. State government agency type contracts would be preferred; however, the State will accept references from municipal and/or county governmental agencies. The contracts must be within the last four (4) years. **Vendors are required to submit Attachment H, Reference Questionnaire to the business references they list. The business references must submit the Reference Questionnaire directly to the Purchasing Division.** It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the proposal submission deadline for inclusion in the evaluation process. Business References not received, or not complete, may adversely affect the vendor's score in the evaluation process. References must show a proven ability of:
- 5.5.1.1 Recruiting qualified consultants;
- 5.5.1.2 Meeting a variety of project timeframes;
- 5.5.1.3 Managing and resolving consultant(s) and contracting agencies' issues;

- 5.5.1.4 Managing contract including, but not limited to: issues, terms and conditions, invoicing, etc.;
- 5.5.1.5 Responsiveness to state/customer generated issues; and
- 5.5.1.6 Screening of consultants prior to submitting resumes to the state/customer.
- 5.5.2 Information must be provided for areas applicable to the service levels being proposed and include dates services were performed, length and dollar amount of each contract.
- 5.5.3 References from State of Nevada agencies must be limited to no more than two (2). Proposers cannot use the Purchasing Division Contract Manager as a reference.
- 5.5.4 Vendors must provide the following information for **every** reference provided by the vendor:
 - 5.5.4.1 The “Company Name” must be the name of the vendor.

Company Name:	
Client Name:	
Project Name/Contact Name:	
Primary Contact Information	
Name:	
Street Address:	
City, State, Zip	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Alternate Contact Information	
Name:	
Street Address:	
City, State, Zip	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Project Information	
Description of Client:	
Brief description of the project / contract:	

Description of services performed and service levels provided:	
Contractor's management personnel / key personnel on the project / contract:	
Original Project / Contract Start Date:	
Original Project / Contract End Date:	
Original Project / Contract Value:	
Final Project / Contract Date:	
Final Project / Contract Date:	
Was project / contract completed in time originally allotted, and if not, why not?	
Was project / contract completed within or under the original budget / cost proposal, and if not, why not?	

- 5.5.5 The State reserves the right to contact and verify, with any and all references listed, the quality and degree of satisfaction for such performance.
- 5.5.6 If no references are provided, proposers must identify what their qualifications are for the services identified within this RFP.

6. SERVICE LEVEL HOURLY RATES

6.1 SERVICE LEVEL PRICING INSTRUCTIONS

- 6.1.1 A not to exceed (NTE) rate must be provided in the Table in ***Attachment M, Service Level Hourly Not to Exceed Rates*** for all primary service levels.
- 6.1.2 A not to exceed (NTE) rate must be provided in the Table in ***Attachment M, Service Level Hourly Not to Exceed Rates*** for each optional service level being proposed.
- 6.1.3 Not to exceed rates must be provided as whole numbers; i.e., \$90.00, \$110.00, etc.
- 6.1.4 If not proposing on an optional service level, proposers must put an 'N/A' in the NTE rate column.
- 6.1.5 NTE rates must be included for contract purposes; however, each individual work order will be competitively bid within the contracted NTE rate for the appropriate service level. At the work order level, the successful contractor may offer lower, competitive pricing but may not quote pricing which exceeds the established NTE rate in the State approved contract.
- 6.1.6 Contract prices for each service level must be complete and include all expenses, including travel expenses incurred by a consultant in reaching the official work location, as well as administrative and/or overhead expenses.
- 6.1.7 At the time a work order is issued, the consultant's authorized hourly rate must be within the contracted NTE rate for the specified service level.
- 6.1.8 All time worked will be billed as straight time including any hours in excess of 40 hours per week. Although consultants may work overtime hours as pre-approved by the State, the overtime hours must be billed at the straight time hourly rate as stated in the approved work order.
- 6.1.9 The State reserves the right to negotiate an hourly rate for individual work orders within the contracted NTE rate.
- 6.1.10 Not to exceed service level hourly rates offered by contractors must be an irrevocable offer for the term of the contract and any contract extensions.
- 6.1.11 The contractor agrees to provide the services at the costs, rates and fees set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the contractor for implementation of their proposal.

7. FINANCIAL

7.1 BILLING

- 7.1.1 There shall be no advance payment for services furnished by a contractor pursuant to the executed contract.
- 7.1.2 Payment for services shall only be made after receipt of an original contractor invoice accompanied by a State approved timesheet and State travel claim form, if applicable.
- 7.1.3 Services will be billed based on the hourly rate stated in the approved work order (i.e. \$70.00, \$100.25, etc).
- 7.1.4 All time worked will be billed as straight time including any hours in excess of 40 hours per week.
- 7.1.5 Contractors must provide timesheets for their consultants, signed by both the consultant and State project leader. All signatures must be legible with the name of the signing party printed underneath.
- 7.1.6 Timesheets submitted with invoices must be legible including hours reported, dates and times worked and signatures. If submitting numerous timesheets, each timesheet must have the date above each day worked.
- 7.1.7 Invoices may be held up for payment if the appropriate attachments are not included, are illegible and/or the invoice does not contain the correct information.

7.2 TIMELINESS OF BILLING

The State is on a fiscal year calendar. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August, that forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the contractor to an administrative fee not to exceed \$100.00. This is the estimate of the additional costs to the State for processing the billing as a stale claim and this amount will be deducted from the stale claims payment due the contractor.

7.3 PAYMENT

Upon review and acceptance by the State, payments for invoices are normally made within 45 – 60 days of receipt, providing all required attachments have been received and are complete and accurate.

7.4 INVOICES

Invoices must:

- 7.4.1 Be submitted on a monthly basis covering the 1st through the end of the month for each work order;
- 7.4.2 Be submitted on a company letterhead invoice in a clear and concise format and include all information as noted within this section;
- 7.4.3 Be submitted to the Purchasing Contract Manager as designated in the work order;
- 7.4.4 Include the appropriate signed timesheets;
- 7.4.5 Include a State travel claim form (*per Section 7.5, Travel Claims*), if applicable;
- 7.4.6 Reference the appropriate work order number; and
- 7.4.7 Not contain billing for multiple work orders.

7.5 TRAVEL CLAIMS

Any travel required of the consultant(s) in the course of performing the duties in the work order will be defined within the work order.

- 7.5.1 All travel claims must be submitted on the State travel claim form and must be signed by the consultant and the State project leader. An electronic copy of the State travel claim form will be provided to the contractor.
- 7.5.2 Travel claims must be submitted within one (1) month of completion of travel and included as a separate line item on the invoice.
- 7.5.3 Original receipts for airline tickets, taxis, parking, rental cars and shuttle buses must be included with the State travel claim form.
- 7.5.4 If required signatures are missing or all applicable receipts are not attached, processing of the claim will be delayed until the appropriate information is provided.
- 7.5.5 All travel will be reimbursed at State rates in effect at the time of the travel. Should the rates change during the term of the contract; the contractors will be notified of the new travel reimbursement rates via email and the effective date of the rate change.
- 7.5.6 In all cases, the work order must reflect that travel is authorized in order for the travel and expenses to be considered for reimbursement.

8. WRITTEN QUESTIONS AND ANSWERS

In lieu of a pre-proposal conference, the Purchasing Division will accept questions and/or comments in writing, received by email regarding this RFP as follows:

8.1 QUESTIONS AND ANSWERS

8.1.1 Questions must be addressed and sent to the individual identified on Page 1 of this RFP.

8.1.2 Questions must be submitted as a Word document and not in a table format. Following is a sample of how vendors must submit questions. Questions that are not submitted in Word and in this format may be returned to the vendor to resubmit:

Sample format:

1. Section 5.2 – What is the State looking for in this section?

8.1.3 All communication regarding this RFP must include the following:

- 8.1.3.1 RFP #;
- 8.1.3.2 Vendor Name;
- 8.1.3.3 Contact Name;
- 8.1.3.4 Address;
- 8.1.3.5 Telephone Number; and
- 8.1.3.6 Email Address.

8.1.4 The deadline for submitting questions is as specified in ***Section 9, RFP Timeline***.

8.1.5 All questions and/or comments will be addressed in writing and responses emailed or faxed to prospective vendors on or about the date specified in ***Section 9, RFP Timeline***.

9. RFP TIMELINE

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT).

<i>TASK</i>	<i>DATE/TIME</i>
Deadline for submitting questions	January 13, 2010 @ 2:00 PM
Answers to questions submitted available	On or About January 20, 2010
Deadline for submittal of Reference Questionnaires	February 1, 2010
<u>Deadline for submission and opening of proposals</u>	<u>February 4, 2010 @ 2:00 PM</u>
Evaluation period (approximate time frame)	February 8, 2010 – March 15, 2010
Selection of vendors	On or about March 15, 2010

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

10. PROPOSAL RESPONSE SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

10.1 PROPOSAL PACKAGING

- 10.1.1 If the separately sealed technical and cost proposals as well as confidential financial documentation and confidential technical information, marked as required in **Section 10.1.4 and Section 10.1.7**, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked as follows:

Linda DeLoach State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP NO:	1836
PROPOSAL OPENING DATE:	February 4, 2010
PROPOSAL OPENING TIME:	2:00 PM
FOR:	MSA for IT Temporary Consultants
VENDOR'S NAME:	

- 10.1.2 Proposals **must be received at the address referenced below no later than the date and time specified in Section 9, RFP Timeline.** Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.
- 10.1.3 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone proposals will NOT be considered; however, at the State's discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be modified by facsimile, e-mail or written notice provided such notice is received prior to the opening of the proposals.
- 10.1.4 The technical proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Linda DeLoach State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP NO:	1836
PROPOSAL COMPONENT:	TECHNICAL
PROPOSAL OPENING DATE:	February 4, 2010
PROPOSAL OPENING TIME:	2:00 PM
FOR:	MSA for IT Temporary Consultants
VENDOR'S NAME:	

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

Linda DeLoach State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP NO:	1836
PROPOSAL COMPONENT:	CONFIDENTIAL - TECHNICAL
PROPOSAL OPENING DATE:	February 4, 2010
PROPOSAL OPENING TIME:	2:00 PM
FOR:	MSA for IT Temporary Consultants
VENDOR'S NAME:	

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

Linda DeLoach State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP NO:	1836
PROPOSAL COMPONENT:	COST
PROPOSAL OPENING DATE:	February 4, 2010
PROPOSAL OPENING TIME:	2:00 PM
FOR:	MSA for IT Temporary Consultants
VENDOR'S NAME:	

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

Linda DeLoach State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP NO:	1836
PROPOSAL COMPONENT:	CONFIDENTIAL - FINANCIAL INFORMATION
PROPOSAL OPENING DATE:	February 4, 2010
PROPOSAL OPENING TIME:	2:00 PM
FOR:	MSA for IT Temporary Consultants
VENDOR'S NAME:	

10.2 GENERAL SUBMISSION REQUIREMENTS

- 10.2.1 All information is to be completed as requested.
- 10.2.2 Vendors must submit their proposals as identified in the following sections.
- 10.2.3 Vendors shall submit their response in four (4) parts as designated in the following sections.
- 10.2.4 Each section within the technical proposal and cost proposal must be separated by clearly marked tabs with the appropriate section number and title as specified in the following sections.
- 10.2.5 Although it is a public opening, only the names of the vendors submitting proposals will be announced per NRS 333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two days in advance of the opening.
- 10.2.6 If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one copy to be used as the master.
- 10.2.7 For ease of evaluation, the proposal must be presented in a format that corresponds to and references sections outlined within this RFP and must be presented in the same order. Written responses must be placed immediately following the applicable RFP question, statement and/or section and must be presented in a style/format that is easily distinguishable from RFP language. Exceptions/assumptions to this may be considered during the evaluation process.
- 10.2.8 If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with **Section 10.4, Part II – Confidential Technical Information and 10.6, Part IV – Confidential Financial Information** and specific references made to the tab, page, section and/or paragraph where the confidential information can be located.
- 10.2.9 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

10.2.10 For purposes of addressing questions concerning this RFP, the sole contact will be the Purchasing Division as specified on Page 1 of this RFP. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

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

The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

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

10.3 PART I – TECHNICAL PROPOSAL

10.3.1 Submission Requirements

10.3.1.1 Technical proposal must include:

- A. One (1) original marked "MASTER";
- B. Six (6) identical copies; and
- C. One (1) CD with the technical proposal contents only. The CD must be packaged in a case with the RFP number and vendor's name on the label.

10.3.1.2 The technical proposal **must not include** confidential technical information (refer to **Section 10.4, Part II – Confidential Technical Information**) or project costs. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.

10.3.2 Format and Content

10.3.2.1 Tab I – Letter of Transmittal

Vendors must provide a transmittal letter not exceeding two (2) pages in length. This letter must include the following:

- A. A brief statement of the vendor's understanding of the purpose of this RFP.
- B. The names, titles, address and telephone numbers of the individuals who are authorized to make representations on behalf of the vendor.
- C. A statement that the person signing the transmittal letter is authorized to legally bind the vendor.
- D. Signature of an individual(s) authorized to legally bind the vendor.

10.3.2.2 Tab II – Title Page

The title page must include the following:

- A. Technical Proposal for: "Master Services Agreement for IT Temporary Consultants";
- B. RFP No. 1836;
- C. Name and Address of the vendor;
- D. Proposal Opening Date: February 4, 2010; and
- E. Proposal Opening Time: 2:00 PM

10.3.2.3 Tab III – State Documents

The State documents tab must include the following:

- A. The vendor information sheet completed with an original signature by an individual authorized to bind the organization.
- B. The cover page(s) from all amendments with an original signature by an individual authorized to bind the organization.
- C. Attachment A – Confidentiality of Proposal and Certification of Indemnification with an original signature by an individual authorized to bind the organization.

- D. Attachment C1 – Vendor Certifications with an original signature by an individual authorized to bind the organization.
- E. Attachment C2 – Certification regarding lobbying.
- F. Attachment D – Equal Opportunity Clause
- G. Attachment E – Federal Laws and Authorities
- H. A copy of vendor’s Certificate of Insurance identifying the coverages and minimum limits currently in effect.

10.3.2.4 Tab IV - Attachment B1

The Technical Proposal Certification of Compliance with Terms and Conditions of RFP with an original signature by an individual authorized to bind the organization must be included in this tab.

10.3.2.5 Tab V – Executive Summary

Vendors may submit up to three (3) pages summarizing the contents of the proposal.

10.3.2.6 Tab VI – Table of Contents

An accurate and updated table of contents must be provided.

10.3.2.7 Tab VII – Section 4 – Service Level Classifications

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

10.3.2.8 Tab VIII– Section 5 – Company Background and References

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

10.3.2.9 Tab IX – Other Informational Material

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

10.4 PART II – CONFIDENTIAL TECHNICAL INFORMATION

10.4.1 Submission Requirements

10.4.1.1 Confidential technical information must include:

- A. One (1) original marked “MASTER”;
- B. Six (6) identical copies; and
- C. One (1) CD with the confidential technical proposal contents only. The CD must be packaged in a case with the RFP number and vendor’s name on the label.

10.4.2 Format and Content

10.4.2.1 Tab I – Title Page

The title page must include the following:

- A. Confidential Technical Information for: “Master Services Agreement for IT Temporary Consultants”;
- B. RFP No. 1836;
- C. Name and Address of the vendor;
- D. Proposal Opening Date: February 4, 2010; and
- E. Proposal Opening Time: 2:00 PM

10.4.2.2 Tabs – Confidential Technical Information

- A. Vendors must have tabs in the confidential technical information that cross reference back to the technical proposal.

10.5 PART III – COST PROPOSAL

10.5.1 Submission Requirements

10.5.1.1 Cost proposal must include:

- A. One (1) original marked “MASTER”; and
- B. Six (6) identical copies.

C. One (1) CD with the cost proposal contents only. The CD must be packaged in a case with the RFP number and vendor's name on the label.

10.5.1.2 The cost proposal must not be marked "confidential" except for trade or confidential business information as identified in NRS 333.020.

10.5.2 Format and Content

10.5.2.1 Tab I – Title Page

The title page must include the following:

A. Cost Proposal for: "Master Services Agreement for IT Temporary Consultants";

B. RFP No. 1836;

C. Name and Address of the vendor;

D. Proposal Opening Date: February 4, 2010; and

E. Proposal Opening Time: 2:00 PM

10.5.2.2 Tab II – Cost Proposal

Cost proposal must be in the format identified in ***Attachment M, Service Level Not to Exceed Hourly Rates.***

10.5.2.3 Tab III – Attachment B2 – Cost Proposal Certification of Compliance with Terms and Conditions of RFP

Vendors must include the cost proposal Certification of Compliance with Terms and Conditions of RFP with an original signature by an individual authorized to bind the organization within this section

10.6 PART IV – CONFIDENTIAL FINANCIAL INFORMATION

10.6.1 Submission Requirements

10.6.1.1 Confidential financial information must include:

A. One (1) original marked "MASTER"; and

B. Two (2) identical copies.

10.6.2 Format and Content

10.6.2.1 Tab I – Title Page

The title page must include the following:

- A. Confidential Financial Information for: “Master Services Agreement for IT Temporary Consultants”;
- B. RFP No. 1836;
- C. Name and Address of the vendor;
- D. Proposal Opening Date: February 4, 2010; and
- E. Proposal Opening Time: 2:00 PM

10.6.2.2 Tab II – Financial Information and Documentation

- A. Dun and Bradstreet Number
- B. The completed ***Attachment L, State of Nevada Registration Substitute IRS Form W-9***
- C. The last two (2) years and current year interim:
 - 1. Profit and Loss Statement
 - 2. Balance Statement

11. PROPOSAL EVALUATION AND AWARD PROCESS

11.1 Proposals shall be consistently evaluated and scored in accordance with NRS 333.335(3) based upon the following criteria:

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

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

Proposals shall be kept confidential until a contract is awarded.

11.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada per NRS 333.335(5).

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

11.4 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. Any modifications made to the original proposal during the best and final negotiations will be included as part of the contract.

11.5 A Notification of Intent to Award shall be issued in accordance with NAC 333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

- 11.6** Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

12. TERMS AND CONDITIONS

12.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

- 12.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 12.1.2 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.
- 12.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 12.1.4 The State reserves the right to reject any or all proposals received prior to contract award (NRS 333.350).
- 12.1.5 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS 333.335).
- 12.1.6 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 12.1.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements and lease purchase agreements. The omission of these documents renders a proposal non-responsive.
- 12.1.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 12.1.9 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 this contract, may be rejected.
- 12.1.10 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter 281 and NRS Chapter 284.
- 12.1.11 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS 333.350(3).

- 12.1.12 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 response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 12.1.13 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal 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.
- 12.1.14 All proposals submitted become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The master technical proposal, the master cost proposal and Confidential Information of each response shall be retained for official files. Only the master technical and master cost will become public record after the award of a contract. The failure to separately package and clearly mark **Part II and Part IV** – which contains Confidential Information, Trade Secrets and/or Proprietary Information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 12.1.15 Vendor understands and acknowledges that the representations above are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentation shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- 12.1.16 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 12.1.17 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and Chapter 333 of the Nevada Administrative Code.

12.2 CONTRACT TERMS AND CONDITIONS

12.2.1 Background Checks

12.2.1.1 All consultants assigned to a work order must have a current fingerprint search and background check performed by the Federal Bureau of Investigation or other Federal investigative authority.

12.2.1.2 All costs associated with this will be at the contractor's expense.

The contractor shall provide to the Department of Information Technology (DoIT) the following documents:

- A. A Civil Applicant Waiver Form, signed by the consultant;
- B. A Prior Criminal Conviction Disclosure Form, signed by the consultant;
- C. Two (2) completed fingerprint cards from a local sheriff's office (or other law enforcement agency);
- D. A money order or certified check made payable to the Criminal History Repository in the amount of \$51.25;
- E. A Civil Names Check (Personal Identification) Form completed and signed by the consultant; and
- F. A money order or certified check made payable to the Department of Information Technology (DoIT) in the amount of \$20.00.

12.2.1.3 In lieu of the above background check and subject to acceptance by the Chief Information Security Officer, consultant may submit a current active federal authority security clearance (FBI, DoD, NSA).

12.2.1.4 Consultants may not begin work until such time as they have been cleared by the Department of Information Technology's Office of Information Security.

12.2.1.5 Unfavorable results from a background check may result in the removal of vendor staff from the project.

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

- 12.2.3 All current MSA contracts will be terminated effective June 30, 2010, except for those with work orders in progress. New work orders will not be issued. Upon completion of the work orders in progress, the balance of the contracts will be terminated.
- 12.2.4 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all consultant(s).
- 12.2.5 Each party certifies that it has full power and authority to enter into and perform the requirements of the subsequent contract. The person signing the proposal, original contract, subsequent contract amendments, work orders and subsequent work order amendments must be authorized to commit and bind the contractor and conduct negotiations or discussions if requested and/or required.
- 12.2.6 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract. Requests for Services and subsequent work orders will not be issued to any contractor that does not obtain and maintain the appropriate insurance coverage throughout the life of the contract.
- 12.2.7 Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the below-stated Insurance Schedule. It will be the awarded vendor's responsibility to recommend to the State alternative methods of insuring the contract. Any alternatives proposed by a vendor should be accompanied by a detailed explanation regarding the vendor's inability to obtain insurance coverage as described below. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.
- 12.2.8 The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.
- 12.2.9 **Attachment B1** and **Attachment B2** of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the **Attachment F, Contract Form** and all terms and conditions therein, except such terms and conditions that the vendor expressly excludes. Exceptions and assumptions will be taken into consideration as part of the evaluation process.
- 12.2.10 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties will consist of

the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded vendor's proposal, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

- 12.2.11 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.
- 12.2.12 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
- 12.2.13 Pursuant to NRS 613 in connection with the performance of work under this contract, the contractor agrees not to 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.

12.3 WORK ORDER / PROJECT TERMS AND CONDITIONS

12.3.1 General

- 12.3.1.1 Unless otherwise mutually agreed to, contractors must supply the consultant(s) within five (5) working days after all signatures have been obtained on the executed work order.
- 12.3.1.2 No work shall begin until a work order is signed by all parties and completion of the consultant's Civil Names Check.
- 12.3.1.3 Contractors must provide a copy of the scope of work portion of the work order which includes the scope of work and deliverables to the consultant(s) prior to the consultant starting the work assignment.

- 12.3.1.4 The daily activities of the consultant(s) will be directed and reviewed by the State. The State shall be the sole judge of the consultant's performance, capability and competence.
- 12.3.1.5 Consultants must not become involved in the supervision of State employees, interviews for vacant positions and/or other contract positions, etc., unless clearly defined within the State approved work order scope of work or without prior approval of the State.
- 12.3.1.6 Contractors may be required to provide consultants with workstations, network interface cards and supporting software, complying with State standards for software specified in the applicable work order. Any such requirement will be identified in the RFS.
- 12.3.1.7 Consultants may be required to enter time worked into a State time tracking system. If so, the contractors may be required to submit the time tracking sheet, along with the consultant's timesheet when submitting invoices for payments.

12.3.2 Professionalism

Consultants shall adhere to the same professional and ethical standards of conduct required of State personnel. Consultants shall not:

- 12.3.2.1 Discuss with unauthorized persons any information not considered a public record obtained in the performance of work under any work order.
- 12.3.2.2 Conduct business not directly related to the work order on the State's premises.
- 12.3.2.3 Use computer systems and/or other State facilities for company or personal business other than work related to the work order assignment.
- 12.3.2.4 Recruit on State premises or otherwise act to disrupt official State business.

12.3.3 Qualified Personnel

- 12.3.3.1 Contractors must be able to supply qualified consultants for assignments ranging from one (1) week to several months or longer. Services may be part-time or full-time; additionally, some services may be intermittent. The project timeline requirements will be specified in each RFS issued.
- 12.3.3.2 The contractor shall not knowingly employ a person who is unfit or unskilled for the work to be performed.

12.3.3.3 Knowledge must be sufficient so that training will not be needed to perform the specific work order assignment.

12.3.4 Part-Time Engagements

When appropriate, contractors must be able to respond to ‘part-time’ engagements where assignments involve work days of less than eight (8) hours.

12.3.5 Subcontracting

Contractors will not subcontract or permit anyone other than specific consultants to do any of the work, services and/or other performance required under the work order without prior written consent of the State.

12.3.6 Compliance with Standards

All work performed by the consultant(s) for the State must comply with the State’s established standards as provided pursuant to each individual RFS and subsequent work order.

12.3.7 Security Regulations

Consultants shall individually agree to be bound by State security regulations, policies and standards about security of information systems resources.

12.3.8 Consultant Trial Period

The State will have two (2) weeks to determine if the chosen consultant has the technical skills and qualifications to perform the work as outlined in the work order. If it is determined that the consultant is not qualified, the State will pursue action as stated in **Section 12.3.9, Unsatisfactory Performance**. If services provided by the State chosen consultant during the two (2) week period are not satisfactory, the State will not be charged for the time worked.

12.3.9 Unsatisfactory Performance

12.3.9.1 If for any reason the State deems any consultant’s performance unsatisfactory and upon written request from the State, the contractor will immediately remove said consultant.

12.3.9.2 In the event the State requests the removal of a consultant and at the sole discretion of the State, the current contractor may have the first right to replace the consultant for the remainder of the assignment with a qualified replacement.

12.3.9.3 If the State requests replacement resumes from the current contractor, the contractor will use its best efforts to submit resumes for a replacement consultant within five (5) business days of the

request from the State unless a different time frame is mutually agreed upon in writing.

12.3.9.4 No charge shall be made to the State by the contractor for time associated with orienting the replacement consultant. Orienting is defined as the consultant becoming acquainted with the agency/State environment, etc. The time for getting a new consultant 'up-to-speed' may vary depending on the project, consultant and/or agency, etc.

12.3.9.5 The contractor and State must mutually agree in writing to the orientation time frame.

12.3.9.6 If the contractor is unable to replace the consultant within the mutually agreed upon time frame or the State elects to issue a new RFS, the original work order will be canceled.

12.3.10 Work Order Project Schedules

Each work order will have a specific project start and end date. The following language will be included within each work order. The time frames noted below may change depending on the specific project and work order.

12.3.10.1 Start date is as specified, unless the work order is later approved by all parties and contingent upon completion of the Civil Names Check.

12.3.10.2 The State reserves the right to cancel the work order with a minimum of two (2) weeks written notice, except in the case of a consultant's failure to perform according to the terms of the work order, where termination may be immediate.

12.3.10.3 Contractor must provide the State with a minimum of two (2) weeks written notice in the event consultant(s) terminate services under this work order prior to the completion date noted above.

12.3.11 Consultant Changes

12.3.11.1 The State has the right to approve or disapprove any of the contractor's proposed changes to consultants from those listed in a specific work order.

12.3.11.2 The State, in each instance, will be provided resumes for the proposed substitute(s) and an opportunity to interview the consultant(s), before giving their approval or disapproval.

12.3.11.3 Once a replacement consultant(s) is selected by the State, the contractor must provide the State with the appropriate background check documentation per **Section 12.2.1, Background Checks**.

12.3.11.4 The work order must be amended and approved in advance of the new consultant starting work.

12.3.11.5 Consultant(s) may not begin work until such time as the work order has been amended to incorporate the new consultant and the consultant has completed the background check.

12.3.12 Work Stoppage

The State reserves the right to require the contractor, upon twenty-four hours written notice, to stop or suspend work on any work order authorization with cause. The State shall provide, in writing to the contractor, notice of the date work is to be halted or suspended. Costs incurred to that date shall be reimbursed according to the work order.

12.3.13 Notification of Issues and Dispute Process

12.3.13.1 Contractor/consultant must notify the Purchasing Contract Manager immediately of any problems arising during the term of a work order which may have an impact on the project and/or completion of the work order.

12.3.13.2 In the event of a dispute concerning a work order the contractor must provide written notice of the particulars to the Purchasing Contract Manager.

12.3.13.3 Within ten (10) working days of notice, the Purchasing Contract Manager shall advise the contractor of the findings and provide a recommendation to resolve the dispute. The State's decision is final.

12.3.14 Award of Related Contracts

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

12.3.15 State Owned Property

The awarded contractor/consultant(s) 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/work order and will reimburse the State for any loss or damage.

12.3.16 Office Accommodations

12.3.16.1 The State may provide accommodations such as office and working space for consultants, however, this must not be assumed by proposers. State provided office accommodations will be

initially identified in the RFS and mutually agreed upon within each individual subsequent work order.

12.3.16.2 The State guarantees the consultant access to the job site premises, when appropriate, during reasonable hours and without undue hindrance or interference in performing work required under the work order.

12.3.16.3 If contractor/consultant is required to provide hardware, software and/or communication lines while performing work under a specific work order, the contractor/consultant must comply with State standards for hardware, software and communications lines.

12.3.16.4 If applicable, contractor/consultant must coordinate installation of hardware, software and/or communication lines with the State.

12.3.17 Inspection/Acceptance of Work

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

12.3.17.2 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.

12.3.17.3 Nothing contained herein shall relieve the contractor/consultant of the responsibility for proper installation and maintenance of the work, materials and equipment required under the terms of the contract/work order until all work has been completed and accepted by the State.

12.3.18 Completion of Work

Prior to completion of all work, the contractor/consultant shall remove from the premises all equipment and materials belonging to the contractor/consultant. Upon completion of the work, the contractor/consultant shall leave the site in a clean and neat condition satisfactory to the State.

12.3.19 Software Development

Contractors/consultants entering into a contract/work order with the State for software development may not sell, license, lease or otherwise transfer any product, program or system as a result of the contract/work order to a third party. This also applies to a contractor-developed package (e.g., transfer applications) where the consultant is modifying the package to meet the State's specifications. No contractor/consultant may receive royalties for work done under any contract/work order as a result of this RFP.

12.3.20 Periodic Service Level Classification Reviews

- 12.3.20.1 On a periodic basis, the State reserves the right to review the approved service level classifications as identified in **Section 4, Service Level Classifications** to determine if additional service levels are required to allow for services/technologies not identified elsewhere in this RFP.
- 12.3.20.2 In the event the State determines new service levels will be added, the contractors will be contacted to provide a not to exceed hourly rate for the new service level(s).
- 12.3.20.3 The appropriate contracts will be amended to incorporate the new service level classification(s) and not to exceed hourly rate(s).

12.3.21 Travel Requirements

- 12.3.21.1 Contractors are responsible for travel associated with interviews and consultant(s) arriving at the assigned work location.
- 12.3.21.2 In the event consultants are required by the State to work outside of their assigned work location on specific tasks, the only reimbursable travel costs authorized are those that are incurred for official State business and authorized in writing in advance and as specified in the work order.

12.3.22 Statement of Understanding

- 12.3.22.1 Upon approval of the work order and prior to the start of work, each consultant assigned to a work order project will be required to sign a non-disclosure Statement of Understanding (refer to **Attachment I, Statement of Understanding**).
- 12.3.22.2 All non-disclosure agreements shall be enforced and remain in force throughout the term of each individual work order.
- 12.3.22.3 Consultants will be required to sign a new Statement of Understanding for each new work order to which they may be assigned.

12.3.23 Ownership of Information and Data

- 12.3.23.1 The State shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, installed, improved or furnished by the contractor/consultant(s) under this contract or approved work order.

- 12.3.23.2 The contractor/consultant agrees to deliver to the State, upon request and without limitation, copies of all interim and/or final work products, system documentation, operating instructions, procedures, source code and executable programs, that are part of the system.
- 12.3.23.3 All computer source and executable programs, including development utilities and all documentation of the installed system enhancements and improvements shall become the exclusive property of the State and may not be copied or removed by the contractor/consultant without the express written permission of the State.
- 12.3.23.4 All files containing any State of Nevada information are the sole and exclusive property of the State. The contractor/consultant agrees not to use information obtained for any purposes not directly related to this contract or approved work order without prior written permission from the State.
- 12.3.23.5 Contractor/consultant agrees to abide by all federal and State confidentially requirements.

12.3.24 Contract Restriction

Pursuant to NAC 333.180, if the Division or using agency undertakes a project that requires (A) more than one request for proposals or invitation for bids; and (B) an initial contract for the design of the project, the person who is awarded the initial contract for the design of the project, or any associated subcontractor, may not make a proposal, assist another person in making a proposal, or otherwise materially participate in any subsequent contract related to that project, unless his participation in the subsequent contract is within the scope of the initial contract.

12.3.25 Period of Performance

The contract will be effective upon approval by the State of Nevada Board of Examiners.

Any contracts awarded as a result of this RFP shall be for a four (4) year period beginning on July 1, 2010 or upon BOE approval (if signed after July 1, 2010) and ending June 30, 2014.

12.3.26 Right to Publish

- 12.3.26.1 All requests for the publication or release of any information pertaining to this RFP and any subsequent contract must be in writing and sent to the Purchasing Contract Manager.

- 12.3.26.2 No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of the Purchasing Contract Manager or designee.
- 12.3.26.3 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.
- 12.3.26.4 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 Purchasing Contract Manager or designee.
- 12.3.26.5 Throughout the term of the contract, the contractor must secure the written approval of the State per **Section 12.3.26.1** prior to the release of any information pertaining to work or activities covered by the contract.

12.3.27 Contractor Key Personnel

12.3.27.1 Contract Signator

- A. The contract signator must be authorized to bind the company in order to sign the contract, contract amendments and if applicable, each individual work order and any work order amendments issued during the life of the contract.
- B. It will be the responsibility of the contractor to notify the State of any contract signatory changes.
- C. A representative of the contractor authorized to bind the company must notify the State in writing to the attention of the Purchasing Contract Manager, of the change in contract signator.
- D. The notification letter must have a signature block with the new contract signator's typed name and signature.
- E. Where possible and to prevent a lapse in service to the State, sufficient notification of a change in the contract signator must be provided.
- F. If the contract signator should leave the contractor's organization, it is their responsibility to transition the contract to their replacement or to make the organization's management, including the organization's accounting department, aware of the requirements and associated responsibilities under the contract.

12.3.27.2 Primary and Alternate Contact Personnel

- A. Each MSA contract must include a primary and alternate contact individual.
- B. The primary and/or alternate contact individual must be authorized to bind the company in order to sign each individual work order and any work order amendments issued during the life of the contract.
- C. The individual authorized to sign the work order does not necessarily have to be the individual signing the contract, however, they must be able to bind the company.
- D. A change in the primary and/or alternate contact must be sent in writing, via email, to the attention of the Purchasing Contract Manager and authorized by an individual able to bind the company.
- E. Where possible and to prevent a lapse in service to the State, sufficient notification of a change in the primary and/or alternate contact must be provided. If this notification is not provided, the State will not be responsible for MSA contractors not receiving requests for services.
- F. Each request for services (RFS) will be issued via email to the primary contact identified for each MSA contractor. It will be the responsibility of the primary contact to make arrangements for emails to be forwarded to another individual in their absence.
- G. If the primary or alternate contact personnel should leave the contractor's organization, it is their responsibility to transition the contract to their replacement or to make the organization's management, including the organization's accounting department, aware of the requirements and associated responsibilities under the contract.

12.3.28 Authorization to Work

Contractor is responsible for ensuring that all consultants are authorized to work in the United States.

13. SUBMISSION CHECKLIST

This checklist is provided for vendor's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

Part I – Technical Proposal – Submission Requirements	Completed
Required number of Technical Proposals per submission requirements	
One (1) CD with contents of the Technical Proposal only	
Required Information to be submitted with Technical Proposal under the following tabs:	
Tab I – Letter of Transmittal	
Tab II – Title Page	
Tab III – State Documents	
Tab IV – Attachment B1 – Technical Proposal Certification of Compliance with Terms and Conditions of RFP	
Tab V – Executive Summary	
Tab VI – Table of Contents	
Tab VII – Section 4 – Service Level Classifications	
Tab VIII – Section 5 – Company Background and References	
Tab IX – Other Informational Material	
Part II – Confidential Technical Information	
Required number of Confidential Technical Information Proposals per submission requirements	
One (1) CD with contents of the Confidential Technical Information only	
Tab I – Title Page	
Tabs – Appropriate tabs and information that cross reference back to the technical proposal	
Part III – Cost Proposal	
Required number of Cost Proposals per submission requirements	
One (1) CD with contents of the Cost Proposal only	
Tab I – Title Page	
Tab II– Cost Proposal Tables	

Tab III – Attachment B2 - Cost Proposal Certification of Compliance with Terms and Conditions of RFP	
Part IV – Confidential Financial Information	
Required number of Confidential Financial Information Proposals per submission requirements	
Tab I – Title Page	
Tab II – Financial Information and Documentation	
REMINDERS	
Send out Reference Forms for Vendor (with Part A completed)	

ATTACHMENT A – CONFIDENTIALITY OF PROPOSAL AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ technical and cost proposals become public information. In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in separate binder(s) marked “**Confidential - Technical**” and “**Confidential – Financial Information**”.

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

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

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

Please initial the appropriate response in the box below.

YES		NO	
-----	--	----	--

If Confidential Information is contained within this proposal, vendor must indicate each confidential item in the table below.

Proposal Page #	Proposal Section #	Justification for Confidential Status

SIGNATURE: _____
Vendor Date

PRINT NAME: _____

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

**ATTACHMENT B1 – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE
WITH TERMS AND CONDITIONS OF RFP**

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

Checking “YES” indicates acceptance of all terms and conditions, while checking “NO” denotes non-acceptance and vendor’s exceptions and/or assumptions should be detailed below. In order for any exceptions and/or assumptions to be considered they **MUST** be documented. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

YES _____ I agree NO _____ Exceptions and Assumptions identified below

SIGNATURE: _____ _____
 Vendor Date

PRINT NAME: _____

Attach additional sheets if necessary. *Vendors must use the following format.*

EXCEPTION SUMMARY FORM

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

ASSUMPTION SUMMARY FORM

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

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

**ATTACHMENT B2 – COST PROPOSAL CERTIFICATION OF COMPLIANCE
TERMS AND CONDITIONS OF RFP**

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

Checking “YES” indicates acceptance of all terms and conditions, while checking “NO” denotes non-acceptance and vendor’s exceptions and/or assumptions should be detailed below. In order for any exceptions and/or assumptions to be considered they **MUST** be documented. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

YES	I agree	NO	Exceptions and Assumptions identified below
-----	---------	----	---

SIGNATURE: _____

Vendor _____ Date _____

PRINT NAME: _____

Attach additional sheets if necessary. ***Vendors must use the following format.***

EXCEPTION SUMMARY FORM

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

ASSUMPTION SUMMARY FORM

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

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

ATTACHMENT C1 – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.

All proposed capabilities can be demonstrated by the vendor.

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.

All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.

No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.

Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.

All employees assigned to the project are authorized to work in this country.

The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.

The company has a written policy regarding compliance for maintaining a drug-free workplace.

The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

SIGNATURE: _____
Vendor

Date

PRINT NAME: _____

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

ATTACHMENT C2 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____
Signature of Official Authorized to Sign Application Date

For: _____
Name of Independent Contractor

Title of Project

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

ATTACHMENT D – EQUAL OPPORTUNITY CLAUSE

(The following clause is applicable unless this contract is exempt under the rules and regulations of the Secretary of Labor issued pursuant to Executive Order No. 11246 of September 24, 1965 (30 FR 12319), as amended.)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or natural origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: 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 apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with the procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT E – FEDERAL LAWS AND AUTHORITIES

Following is a list of Federal Laws and Authorities with which the awarded vendor will 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

ATTACHMENT F – CONTRACT FORM

The following State Contract Form is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in this form, as this is the standard contract used by the State for all services of independent contractors. It is not necessary for vendors to complete the Contract Form with their proposal responses.

All vendors are required to submit a Certificate of Insurance in *Tab III, State Documents* of the technical proposal identifying the coverages and minimum limits currently in effect.

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

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

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**A Contract Between the State of Nevada
Acting By and Through Its**

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF CONTRACTING AGENCY)

and

(NAME, CONTACT PERSON, ADDRESS, PHONE, FACSIMILE NUMBER OF INDEPENDENT CONTRACTOR)

WHEREAS, NRS 284.173 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. **CONTRACT TERM.** This Contract shall be effective from _____ subject to Board of Examiners' approval (anticipated to be _____) to _____, unless sooner terminated by either party as specified in paragraph ten (10).

4. **NOTICE.** Unless otherwise specified, termination shall not be effective until ____ calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

5. **INCORPORATED DOCUMENTS.** The parties agree that the scope of work shall be specifically described. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	STATE SOLICITATION OR RFP # _____ and AMENDMENT(S) # _____;
ATTACHMENT BB:	INSURANCE SCHEDULE;
ATTACHMENT CC:	SERVICE LEVEL HOURLY NOT TO EXCEED RATES; AND
ATTACHMENT DD:	CONTRACTOR'S RESPONSE

A Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost of \$ _____ per _____ (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: _____, not to exceed \$ _____. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. TIMELINESS OF BILLING SUBMISSION. The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.

b. State Termination for Non-appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

- i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
- ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
- iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph twenty-one (21).

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. **INDEMNIFICATION.** To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. **INDEPENDENT CONTRACTOR.** Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

		<u>Contractor's Initials</u>	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	_____	_____
2.	Will the Contracting Agency be providing training to the independent contractor?	_____	_____

3. Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses? _____
4. Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada? _____
5. Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)? _____
6. Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform? _____
7. Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State? _____

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in Attachment BB, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in Attachment BB, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

1. Final acceptance by the State of the completion of this Contract; or
2. Such time as the insurance is no longer required by the State under the terms of this Contract;

Whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

General Requirements:

- a. **Additional Insured:** By endorsement to the general liability insurance policy evidenced by Contractor, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- e. **Policy Cancellation:** Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract:

- f. Approved Insurer: Each insurance policy shall be:
- 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - 2) Currently rated by A.M. Best as "A-VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized insurer to bind coverage on its behalf. The state project/contract number; description and contract effective dates shall be noted on the certificate, and upon renewal of the policies listed Contractor shall furnish the State with replacement certificates as described within Insurance Coverage, section noted above.

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

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, subsection a above.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of

Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

- a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
- b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multi-century formulas and data values and date data interface values that reflect the century.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations,

negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

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
---	---------------	---

_____ Signature	_____ Date	_____ Title
--------------------	---------------	----------------

_____ Signature	_____ Date	_____ Title
--------------------	---------------	----------------

_____ Signature	_____ Date	_____ Title
--------------------	---------------	----------------

_____ Signature – Board of Examiners	APPROVED BY BOARD OF EXAMINERS
---	--------------------------------

On: _____
Date

Approved as to form by:

_____ Deputy Attorney General for Attorney General	On: _____ Date
---	-------------------

Form Approved 05/08/02
Revised 11/07

ATTACHMENT G – INSURANCE SCHEDULE

(This attachment will become Attachment BB at the time the contract is finalized.)

INDEMNIFICATION CLAUSE:

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

INSURANCE REQUIREMENTS:

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

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

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

1. Commercial General Liability – Occurrence Form

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

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

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability - can be waived if contract does not involves use of motor vehicle.**

- Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
- Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	

- | | |
|---------------------------|-----------|
| • Each Accident | \$100,000 |
| • Disease – Each Employee | \$100,000 |
| • Disease – Policy Limit | \$500,000 |

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

4. **Professional Liability (Errors and Omissions Liability) – service contracts over Five Hundred Thousand Dollars (\$500,000) and above.**

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.

5. **Fidelity Bond or Crime Insurance**

Bond or Policy Limit	\$1,000,000
----------------------	-------------

- a. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- b. The bond or policy shall include coverage for third party fidelity and name the State of Nevada as loss payee.
- c. The bond or policy shall include coverage for extended theft and mysterious disappearance.
- d. The bond or policy shall not contain a condition requiring an arrest and conviction.
- e. Policies shall be endorsed to provide coverage for computer crime/fraud.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(State of Nevada Purchasing Division, Attention: Linda DeLoach – 515 East Musser Street, Room 300, Carson City, NV 89701).**
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A- VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **(State of Nevada Purchasing Division, Attention: Linda DeLoach – 515 E. Musser Street, Room 300, Carson City, NV 89701).** The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature

Date

Independent Contractor's Title

Signature – State of Nevada

Date

Title

ATTACHMENT H – REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the RFP process, requires proposing vendors to submit business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing vendor is required to complete Part A and send the following reference form to each business reference listed for completion of Part B.

The business reference, in turn, is requested to submit the Reference Questionnaire directly to the State of Nevada, Purchasing Division by the requested deadline for inclusion in the evaluation process.

The business reference may be contacted for validation of the response.



RFP NO. 1836
REFERENCE QUESTIONNAIRE FOR:

PART A:

Name of Company Requesting Reference

PART B:

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of Nevada, Purchasing Division, via email at srvpurch@purchasing.state.nv.us or facsimile at (775) 684-0188, **no later than Monday, February 1, 2010**, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of Nevada Purchasing Division, Services Procurement Section by telephone at (775) 684-0170 or by email at srvpurch@purchasing.state.nv.us. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED (Please print)

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

PART C: (to be completed by reference):

- A. 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".
- B. 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 #.

1. Did the contract with this contractor include any of the following consulting services? If yes, approximately how many consultants within each classification has the contractor provided within the calendar year of 2009?

DESCRIPTION	YES	NO	ESTIMATED # OF CONSULTANTS PROVIDED
A. Programmer Analyst			
B. Senior Programmer Analyst			
C. Project Manager			
D. Team Lead			
E. Web Developer			
F. Data Base Administrator			
G. Document/Technical Writer			
H. Technical Support			
I. Business Analyst			
J. Information Security			
K. Quality Assurance			
L. Independent Verification & Validation			
M. Training/Implementation Specialist			
N. Systems Administrator/Analyst			
O. Geographic Information System Specialist			

If none of the above services were provided, what services did the contractor perform?

2. How long has this contractor provided consultants to your organization?

3. What was the primary factor considered in selecting this contractor?

4. Who is/was the contractor's point of contact for this contract?

5. Were there any changes to contract management during the term of the contract?

Yes

No

If yes, how many substitutions were made during the course of your contract with this contractor?

How well did the contractor handle the transition process?

6. Does this contractor provide consultants for:	Yes	No
Part time projects (less than 8 hours/day)?		
Short term projects (1 day to 6 months)?		
Long term projects (more than 6 months)?		
Intermittently?		

7. How would you rate this contractor on the following items on a scale of 1 (poor) to 10 (excellent)?			
DESCRIPTION	RATING	DESCRIPTION	RATING
A. The Firm		I. Accuracy of invoicing	
B. Contract Management		J. Timeliness of invoicing	
C. Commitment in providing experienced and qualified consultants (recruiting/screening process)		K. Quality of invoicing process; i.e., time sheets attached, signatures obtained, etc.	
D. Communication		L. Quality of work performed by consultants	
E. Reasonableness of cost		M. Timeliness of issue resolution; i.e., consultant work issues	
F. Timeliness in providing consultants		N. Quality of technical skills of consultants provided	
G. Company's knowledge and expertise		O. Overall satisfaction level	
H. Flexibility relative to changes in project timelines			

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

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

10. Would you contract with this company/organization again for these types of services?	Yes	No
Please explain.		

11. Please provide any additional comments you feel would be helpful to the State regarding this contractor.

ATTACHMENT I – STATEMENT OF UNDERSTANDING

Upon approval of the work order and prior to the start of work, each consultant assigned to a work order project will be required to sign a non-disclosure Statement of Understanding.

All non-disclosure agreements shall be enforced and remain in force throughout the term of each individual work order.

Consultants will be required to sign a new Statement of Understanding for each new work order to which they may be assigned.

STATEMENT OF UNDERSTANDING

As a contract employee to the State of Nevada, I have an implicit responsibility to safeguard the public trust. I further affirm to follow all statutes, regulations, policies, standards and procedures governing the confidentiality, integrity and security of information resources prescribed by the State as outlined below.

Information Resources are defined as all computing hardware, software, data files, computer generated hard copy, data facilities, communications, modems, multiplexors, concentrators, power sources and other assets related to computer-based information systems of computer installations.

I will guard against and report to the proper authority any accidental or premeditated disclosure or loss of material such as, but not limited to, confidential data, sensitive information, developmental or operation manuals, encoding systems, activation passwords for teleprocessing, keys or any material entrusted to me when such disclosure or loss could be detrimental to the State of Nevada or citizenry thereof. I acknowledge responsibility to safeguard computer access privileges that I may be entrusted with (e.g., USERID and PASSWORD) and will not disclose this sensitive information to **ANYONE**. I will be responsible for all activity conducted under my user registration. I understand that the LOGONID and PASSWORD are intended for the sole use of the personnel to whom it is assigned and is not to be loaned to or used by any other individual.

In conformance with customer agency regulations and in the performance of my duties, I will release from the State input documents and report output only to an authorized representative of the owning agency. Under no circumstances will I allow data owned by one customer agency to be made available to another entity without obtaining the express permission of the owning agency for such disclosure or utilization.

Upon termination of the contract assignment with the State of Nevada, for whatever reason, I agree to respect the confidentiality of all customer agency data, applications and procedures entrusted to me and will submit to an authorized State representative all manuals, files, keys, data, applications and any other State owned relevant materials (this includes, but is not limited to, all copies of the same) pertinent to the performance of my assigned duties and tasks.

Furthermore, I agree that if in the employ of, or under contract with, someone other than the State of Nevada, I will not attempt to implement any application or procedure which is proprietary to the State without the express written permission of the State of Nevada.

I further agree that I will not knowingly engage in any activity for monetary gain or otherwise which may jeopardize the integrity of the State. I will further aid in the investigation of any individual violating or infringing upon this trust, realizing that such violation may be grounds for dismissal. I am also aware that I will be subject to warning, suspension or dismissal and/or appropriate legal action for any proven infringements or violations of these security provisions.

The State of Nevada has a Zero Tolerance policy regarding sexual harassment which must be followed by all employees/contractors. The policy against sexual harassment for the State of Nevada states that all employees have the right to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive or disruptive, including sexual harassment. Any employee/contractor who violates this policy is subject to dismissal/removal from the project.

It is the policy of the State of Nevada to ensure that its employees/contractors do not: report to work in an impaired condition resulting from the use of alcohol or drugs; consume alcohol while on duty; or unlawfully possess or consume any drugs while on duty, at a work site or on State property. Any employee/contractor who violates this policy is subject to dismissal/removal from the project.

NAME (Please Print):			
COMPANY AFFILIATION:			
SIGNATURE:			
PROJECT:		DATE:	

ATTACHMENT J – CONSULTANT RESUME

Following is a sample of the resume format that must be completed when consultants are submitted during the Request for Services process. If this format is not utilized, the State reserves the right to refuse to review the resume(s) during the Request for Services submittal process.

PROPOSED STAFF RESUME

CONSULTANT NAME:	
-------------------------	--

SERVICE LEVEL:	
-----------------------	--

BRIEF SUMMARY OF EXPERIENCE:	
-------------------------------------	--

PROFESSIONAL EXPERIENCE

Required Information: <i>MMYYYY to Present:</i> Vendor Name: Client Name: Client Contact Name: Client Address, Phone Number, Email: Role in Project: Details and Duration of Project: Software/hardware used in engagement:	
Required Information: <i>MMYYYY to MMYYYY:</i> Vendor Name: Client Name: Client Contact Name: Client Address, Phone Number, Email: Role in Project: Details and Duration of Project: Software/hardware used in engagement:	

EDUCATION

Institution Name: City: State: Degree/Achievement: Certifications:	
--	--

HARDWARE/SOFTWARE SUMMARY (Be Specific)
--

Environments:	
Hardware:	
Software:	
Tools:	
Databases:	

REFERENCES

Minimum of three (3) required, including name, phone number, fax number and email address	
---	--

ATTACHMENT K – SAMPLE SCORE SHEET

STATE OF NEVADA PURCHASING DIVISION
EVALUATION OF RESPONSES TO REQUEST FOR PROPOSAL NO. 1836
MASTER SERVICES AGREEMENT (MSA) FOR IT TEMPORARY CONSULTANTS
Proposal Opening Date: MMDDYY

VENDOR NAME:	
---------------------	--

Evaluator Initials:	
----------------------------	--

Item	Evaluation Criteria	Points	Score	Revised Score
1.	Demonstrated Competence			
2.	Experience in Performance of Comparable Engagements			
3.	Conformance with the Terms of this RFP			
4.	Expertise and Availability of Key Personnel			
5.	Reasonableness of Cost			
Total Points				

After reading vendor proposals, assign a score for each criterion above. The Revised Score column should be left blank until the scheduled evaluation meeting.

The following sections provide a brief description of the issues related to each factor.

1) Demonstrated Competence:

- a. Did the vendor provide sufficient data to convince you that they will do a good job for the State?
- b. Was the proof compelling?
- c. Are you confident that this vendor has the knowledge, skills and abilities to perform all its tasks well?
- d. Will the vendor's resources be adequate to serve the State's needs?
- e. Does the vendor suggest new ways to enhance performance?

- f. Does the vendor have the flexible capacity to handle all the needs of the State as they continue to change?
- g. Did the vendor present sufficient performance history to convince you of their ability?
- h. Has the vendor been in business long enough to provide good stability?
- i. Has the vendor experienced ownership changes that would impact their services?
- j. Has there been any censure or litigation history?

2) Experience in Performance of Comparable Engagements:

- a. Does the vendor have prior experience that will ensure all the skills necessary to perform tasks well?
- b. Did the vendor have success in other work for a private or governmental entity?
- c. Does the vendor's previous work convince you of its successful completion of these duties?
- d. Has the vendor provided adequate references?

3) Conformance with the Terms of this RFP:

- a. Did the vendor's proposal provide all the necessary information requested in the RFP in a professional manner?
- b. Did the proposal cause doubt regarding the vendors ability to complete the necessary tasks?
- c. Was the proposal easy to understand and did it provide answers to questions, or create more questions?

4) Expertise and Availability of Key Personnel:

- a. Is the staff that will be assigned to this project by the vendor the best qualified to manage the process?
- b. Will they be available for follow-up issues?
- c. Is sufficient staff assigned to handle these duties?
- d. Is there a Nevada office or contact person?
- e. Will assigned staff respond to issues within a reasonable amount of time?
- f. Will they be able to provide qualified consultants to the State for projects through their recruiting/screening methodology?

5) Reasonableness of Cost:

- a. Has the vendor established costs that are reasonable for the service levels?
- b. Does the fee appear cost-effective?
- c. Are the costs reasonable compared to the competition?

ATTACHMENT L – STATE OF NEVADA REGISTRATION SUBSTITUTE IRS FORM W-9

The completed form must be included in Tab II, Financial Information and Documentation of the Part IV – Confidential Financial Information proposal submittal.

**STATE OF NEVADA
REGISTRATION
SUBSTITUTE IRS FROM W-9**



Mail or fax to:
STATE PURCHASING
515 E. MUSSER ST STE 300
CARSON CITY, NV 89701
PHONE: 775-684-0187
FAX: 775-684-0188

Asterisked () sections are mandatory and require completion.*

1. *NAME For proprietorship, provide proprietor's name in first box and DBA in second box.

Legal Business Name, Proprietor's Name or Individual's Name	Doing Business As (DBA)
---	-------------------------

2. *ADDRESS/CONTACT INFORMATION

Address A – Physical address of

☐ Company Headquarters ☐ Individual's Residence

Is this a US Post Office deliverable address? ☐ Yes ☐ No

Address B

☐ Additional Remittance – PO Box, Lockbox or another physical location.

Address			Address		
Address			Address		
City	State	Zip Code	City	State	Zip Code
E-mail Address			E-mail Address		
Phone Number	Fax Number		Phone Number	Fax Number	
Primary Contact			Primary Contact		

3. *ORGANIZATION TYPE AND TAX IDENTIFICATION NUMBER (TIN) Check only **one** organization type and supply the applicable Social Security Number (SSN) or Employee Identification Number (EIN). **For proprietorship, provide SSN or EIN, not both.**

☐ Individual (SSN) ☐ Sole Proprietorship (SSN or EIN) ☐ Partnership (EIN) ☐ Corporation (EIN) ☐ Government (EIN) ☐ Tax Exempt/Nonprofit (EIN)	☐ LLC How does LLC report to IRS? ☐ Proprietor ☐ Partnership ☐ Corporation	SSN
		Name associated with SSN:
		EIN
		New TIN? ☐ No ☐ Yes – Provide previous TIN & effective date.
		Previous TIN: _____ Date: _____

OTHER INFORMATION – Check **all** that apply.

☐ Doctor or Medical Facility	☐ In-State (Nevada)
☐ Attorney or Legal Facility	☐ DBE Certificate #:

4. ELECTRONIC FUNDS TRANSFER PREFERENCE Do you want payments to be directly deposited into your bank account?

☐ Yes – Complete the following information **and** provide a copy of a voided imprinted check for the account. If there are no checks for the account, restate the bank information on letterhead. **A deposit slip will not be accepted.** For a savings account, provide a signed letter with the bank information. Information on this form and the support documentation must match. Allow 10 working days for activation.

☐ No – Go directly to section 5 – **IRS Form W-9 Certification and Signature.**

The information is for address ☐ A ☐ B ☐ Both		
Bank Name	Bank Account Type ☐ Checking ☐ Savings	Select only one: Send Direct Deposit Remittance Advices by ☐ US mail ☐ E-mail to <i>E-mail address must be 30 characters or less.</i>
Transit Routing Number	Bank Account Number	

5. *IRS FORM W-9 CERTIFICATION AND SIGNATURE

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am a U.S. citizen or other U.S. person (as defined by IRS Form W-9 rev October 2007).

Cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature	Print Name & Title of Person Signing Form	Date
-----------	---	------

FOR STATE CONTROLLER'S OFFICE USE ONLY

Primary 1099 Vendor ☐ Entered By
1099 Indicator ☐ Yes ☐ No
Date

Name of State agency
contact & phone number:

Comments

Registration Instructions

General Instructions:

1. **The substitute IRS Form W-9 is for the use of United States entities only. Non-US entities must submit an IRS Form W-8.**
2. Type or legibly print all information except for signature.
3. Asterisked (*) sections or items are mandatory and require completion. Sections or items without an asterisk are optional.

Specific Information:

1. *NAME

- a. Partnership, Corporation, Government or Nonprofit – Enter legal business name as registered with the Internal Revenue Service (IRS) in first box. If the company operates under another name, provide it in the second box.
- b. Proprietorship – Enter the proprietor's name in the first box and the business name (DBA) in the second box.
- c. Individual – Name must be as registered with the Social Security Administration (SSA) for the Social Security number (SSN) listed in Section 3.

2. *ADDRESS/CONTACT INFORMATION

- a. Address A – *If the address is non-deliverable by the United States Postal Service, complete both Address A and B sections.*
Company – Provide physical location of company headquarters.
Individual – Provide physical location of residence.
E-mail – Provide complete e-mail address when available.
Telephone Number – Include area code.
Fax Number – Include area code.
Primary Contact – Person (and phone number or extension) to be contacted for payment-related questions or issues.
- b. Address B – Provide additional remittance address and related information when appropriate.

3. *ORGANIZATION TYPE AND TAX IDENTIFICATION NUMBER (TIN)

- a. Individual – A person that has no association with a business.
- b. Proprietorship – A business owned by one person.
- c. Partnership – A business with more than one owner and not a corporation.
- d. Corporation – A business that may have many owners with each owner liable only for the amount of his investment in the business.
- e. LLC – Limited Liability Company. **Must mark appropriate classification – proprietorship, partnership or corporation.**
- f. Government – The federal government, a state or local government, or instrumentality, agency, or subdivision thereof.
- g. Tax Exempt/Nonprofit – Organization exempt from federal income tax under section 501(a) or 501(c)(3) of the Internal Revenue Code.
- h. Doctor or Medical Facility – Person or facility related to practice of medicine.
- i. Attorney or Legal Facility – Person or facility related to practice of law.
- j. In-state – Nevada entity.
- k. Disadvantaged Business Enterprise (DBE) – A small business enterprise that is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals. **Provide certification number.** See <http://www.nevadadbe.com> for certification information.
- l. The Taxpayer Identification Number (TIN) is always a 9-digit number. It will be a Social Security Number (SSN) assigned to an individual by the SSA or an Employer Identification Number (EIN) assigned to a business or other entity by the IRS.

Per the IRS, use the owner's social security number for a proprietorship.

4. ELECTRONIC FUNDS TRANSFER PREFERENCE

Electronic Funds Transfer (EFT) is optional. However, it is the preferred method of payment to all payees of the State of Nevada. Provide a copy of a voided imprinted check or restate bank information on letterhead. **A deposit slip will not be accepted.** *Bank Name – The name of the bank where account is held.

- a. *Bank Account Type – Indicate whether the account is checking or savings.
- b. *Transit Routing Number – Enter the 9-digit Transit Routing Number.
- c. *Bank Account Number – Enter bank account number.
- d. *Direct Deposit Remittance Advice – Select the preferred method for receiving remittance advices. E-mail address must be 30 characters or less. Companies should provide an address that will not change, i.e. accounting@business.com.

5. *IRS FORM W-9 CERTIFICATION AND SIGNATURE

- a. The Certification is copied from IRS Form W-9 (rev. October 2007). See IRS Form W-9 for further information.
- b. The Signature should be provided by the individual, owner, officer, legal representative or other authorized person of the entity listed on the form.
- c. Print the name and title, when applicable, of the person signing the form.
- d. Enter the date the form was signed. Forms over three years old will not be processed.

Do not complete any remaining areas. They are for State of Nevada use only.

THIS DOCUMENT MUST BE SUBMITTED IN TAB II OF VENDOR'S
CONFIDENTIAL FINANCIAL INFORMATION SUBMITTAL

ATTACHMENT M – SERVICE LEVEL HOURLY NOT TO EXCEED RATES

A not to exceed (NTE) rate must be provided on the Primary Service Level Pricing Form for all primary service levels and included in ***Part III, Cost Proposal***.

A not to exceed (NTE) rate must be provided on the Optional Service Level Pricing Form for each option service level being proposed and included in ***Part III, Cost Proposal***.

Not to exceed rates must be provided as whole numbers.

If not proposing on an optional service level, proposers must put 'N/A' in the NTE rate column.

NTE rates must be included for contract purposes; however, each individual work order will be competitively bid within the contracted NTE rate for the appropriate service level. At the work order level, the successful contractor may offer lower, competitive pricing but may not quote pricing which exceeds the established NTE rate in the State approved contract.

Contract prices for each service level must be complete and include all expenses, including travel expenses incurred by a consultant in reaching the official work location, as well as administrative and/or overhead expenses.

At the time a work order is issued, the consultant's authorized hourly rate must be within the contracted NTE rate for the specified service level. (**Note:** All time worked will be billed as straight time including any hours in excess of 40 hours per week.)

The State reserves the right to negotiate an hourly rate for individual work orders within the contract NTE rate.

PRIMARY SERVICE LEVEL NOT TO EXCEED HOURLY RATE PRICING FORM

Service Level #	Service Level	Not to Exceed Hourly Rate
4.1.1	Programmer Analyst (SPA)	
4.1.2	Senior Programmer Analyst (SPA)	
4.1.3	Project Manager – Level I (PM1)	
4.1.4	Project Manager – Level II (PM2)	
4.1.5	Project Manager – Level III (PM3)	
4.1.6	Project Manager – Level IV (PM4)	
4.1.7	Team Lead (TLD)	
4.1.8	Web Developer (WEB)	
4.1.9	Data Base Administrator (DBA)	

OPTIONAL SERVICE LEVEL NOT TO EXCEED HOURLY RATE PRICING FORM

Service Level #	Service Level	Not to Exceed Hourly Rate
4.2.1	Document/Technical Writer (DTW)	
4.2.2	Technical Support (TEC)	
4.2.3	Business Analyst (BAN)	
4.2.4	Information Security (SEC)	
4.2.5	Quality Assurance (QA)	
4.2.6	Independent Verification and Validation (IV&V)	
4.2.7	Training/Implementation Specialist (TIS)	
4.2.8	Systems Administrator/Analyst (SYS)	
4.2.9	Geographic Information System Specialist (GIS)	