

**REQUEST FOR PROPOSALS 2007  
NEVADA LEGISLATURE ORAL HISTORY PROJECT**

**Release Date: September 17, 2007**

**Closing Date: October 31, 2007, 5:00 p.m. (Pacific Standard Time)**

**Proposals and questions should be addressed to:**

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**PURPOSE**

The Legislative Counsel Bureau (LCB) of the State of Nevada is requesting proposals from professionals qualified to conduct video and audio recorded oral history interviews for the Nevada Legislature Oral History Project. This Request For Proposals (RFP) is for the completion of the first phase of the project, which will result in a collection of recorded oral histories and transcripts by June 30, 2009. The Nevada Legislature Oral History Project will archive and make available to the public the transcripts and digital audio or video recordings of interviews with Legislators who have shaped the political history of the State of Nevada. These oral histories will capture pieces of the institutional memory of the Nevada Legislature, which will enhance the historical understanding of public policy, political culture, and the legislative process in Nevada.

**BACKGROUND**

Section 17 of S.B. 579 (Chapter 345, *Statutes of Nevada 2007*) appropriates \$228,056 from the State General Fund to the Legislative Fund for the Research Division of the LCB to create an oral history of the Nevada Legislature. During the 74th Legislative Session, another measure, Senate Bill 373, proposed to appropriate funds to enable the LCB to create an oral history of the Nevada Legislature. Senate Bill 373 was considered by the Senate Committee on Finance on April 4, 2007, but no action was taken.

## **SPECIFICATIONS AND SCOPE OF WORK**

The contractor will conduct either digital audio or video recordings and verbatim transcripts for the oral histories of 17 former Nevada Legislators who have already been selected by the LCB (the audio or video format will be chosen by each Legislator). **Proposals for less than 17 oral histories may be considered if the proposal includes at least 10 oral histories; however, the preference of the Research Division is 17 oral histories.** The Legislators were chosen for their significant contributions to the legislative process and their influence on the history of Nevada. Selection criteria included longevity of service; leadership positions; participation in significant decisions, events, or activities; and authorship of key legislation. An effort was also made to balance party affiliation, geographic location, and house of service. Due to these criteria, the contractor will be required to travel within the State. It is estimated that approximately half of the interviews will be in Southern Nevada and half in Northern Nevada, with the possibility of at least one interview outside the State.

The interviews will not include the entire life history of each Legislator, but will instead be topical. They will include a brief biography, but the primary emphasis will be placed on important projects, events, and legislation in which the participant played a leadership role during his or her legislative career. The interviews will focus on the portions of the Legislator's life relevant to his or her term(s) in office, which may include topics such as how he or she came to serve in the Nevada Legislature, and details of his or her most significant contributions to the legislative process or public policy in Nevada.

The Research Division will identify the participants, set interview priorities and standards, identify key topics of interest, approve the core list of questions to be asked of participants, and arrange to archive the recordings and transcripts. The Research Division will also provide the contractor with basic background information about each Legislator, but the contractor may need to conduct additional background research on each participant in preparation for the interviews. Additionally, the contractor will draft a core set of questions to be asked of all participants; conduct and record the interviews; and produce accurate, verbatim transcripts of the interviews.

In all activities, the contractor must adhere to professional oral history techniques, principles, standards, and ethical guidelines. The contractor will be responsible for developing, obtaining signatures for, and managing signed consent and general release forms, and the contractor must maintain standard logs and records for all interviews.

### **Timeline**

|                                     |                               |
|-------------------------------------|-------------------------------|
| RFP Issued:                         | September 17, 2007            |
| Proposals Due:                      | October 31, 2007              |
| Notification of Selection:          | November 16, 2007 (estimated) |
| Contract Awarded:                   | December 7, 2007 (estimated)  |
| Project Initiation:                 | December 2007                 |
| All Interview Recordings Delivered: | December 31, 2008             |
| At Least Two Transcripts Delivered: | February 13, 2009             |
| All Transcripts Delivered:          | June 30, 2009                 |

## **Responsibilities of Successful Contractor**

1. **Project Schedule:** Based upon the timeline submitted by the successful contractor in response to this RFP, the Research Division and the successful contractor will mutually agree to a project schedule for submitting documents and reports and for conducting the interviews of the participants. The agreed upon schedule will ensure that all interview recordings are delivered by December 31, 2008.
2. **List of Core Questions:** Adhering to the guidelines established in consultation with the Research Division, the successful contractor will develop a list of questions to be asked of all participants and submit it to the Research Division for review and approval before the first interview is conducted.
3. **Consent and Release Forms:** The successful contractor will develop, administer, and manage consent and general release forms that conform to the ethical standards and procedures required when working with participants in oral histories. A draft of the form to be used must be submitted to the Research Division on the date agreed upon in the contract, and approved by the Legal Division of the LCB before the first interview is conducted.
4. **Monthly Progress Reports:** The successful contractor will be required to submit a monthly progress report on the first business day of each month that includes, at minimum, a description of the activities of the contractor during the previous month and an outline of the progress of the contractor toward completion of the project in accordance with the schedule agreed upon by the parties.
5. **Recordings:** The master copies of the audio or video interviews, and abstracts for each, must be provided to the Research Division no later than December 31, 2008. The written abstract for each recording must contain, at minimum, a summary of the content of the interview, such as the topics discussed and questions answered; the date, time, and location of the interview; the name of the participant; and the duration of the recording.
6. **Transcripts:** Accurate, verbatim transcripts of each interview must be provided to the Research Division in both paper and electronic form. At least two transcripts must be delivered to the Research Division no later than February 13, 2009, so that they may be presented to the 75th Legislative Session. All other transcripts are due no later than June 30, 2009.
7. **Presentations:** If requested by the Research Division, the successful contractor must present a progress report and answer questions at committee meetings of the Nevada Legislature during the 2009 Legislative Session.
8. **Other:** Additional deliverables may be negotiated prior to the signing of the contract, depending upon the contractor's proposed budget and plan of work.

## **Contract Award and Administration**

The LCB is scheduled to notify the contractor that best meets the specifications contained in this RFP on or before November 16, 2007 (estimated date). It is estimated that the parties will execute a contract on or before December 7, 2007, subject to the "CONTRACT TERMS" specified in this RFP.

Criteria in awarding the contract include the expertise and experience of the project director and organization, the likelihood of completing the project by the designated deadline, and the efficiency of the proposed budget. The LCB is not obligated to select the lowest bidder and reserves the right to reject any and all proposals received as a result of this RFP if it is determined that such action is in the best interest of the State of Nevada.

The Project is administered through the Research Division of the LCB, and the Research Division will oversee the contract and progress of the Project. The contractor is expected to make monthly reports to, and communicate regularly with, the Research Division.

## **CONDITIONS FOR SUBMISSION OF PROPOSALS**

**All proposals must be received by the Research Division by 5:00 p.m. (Pacific Standard Time) on or before October 31, 2007. Proposals received after this date will be rejected. Faxed proposals are not acceptable.**

**Six copies must be submitted, with signatures on each.** The person signing the proposal must be authorized to legally commit the applicant and conduct negotiations or discussions as may be required.

The LCB assumes no liability for any costs incurred by applicants in the preparation or delivery of the responses to this RFP or in any subsequent discussions related to the responses.

Proposals may be modified at any time by the applicant if the modification is received by the Research Division before the closing date of October 31, 2007. Facsimile modifications are permitted if they are followed by the original delivered by hand or by mail.

Proposals may be withdrawn at any time by written notice to the Research Division. Facsimile withdrawals are permitted if they are followed by the original delivered by hand or by mail.

All proposals become the property of the State of Nevada and will not be returned.

A register of all applicants, including, names, will be prepared and retained in the office of the Research Division of the LCB. This register will be open for public disclosure five (5) business days after the closing date of October 31, 2007.

Responses to this RFP will be the primary source of information used in the evaluation process. Therefore, applicants are advised to be as complete as possible in the initial response. However, the LCB may: (1) Contact any applicant to clarify any response; (2) Contact any

users of the applicant's services; (3) Solicit information from any available source concerning any aspect of the proposal; and (4) Seek and review any other information that it deems pertinent to the evaluation process.

## **CONTENTS OF PROPOSAL**

All proposals must include the following:

1. **Applicant's Identifying Information:** (1) Name and address; (2) Type of entity (corporation/partnership, etc); (3) Length of time in existence; and (4) Federal Tax Identification Number.
2. **Plan of Work:** A narrative detailing how the project will be approached, developed, and completed in accordance with the "SPECIFICATIONS AND SCOPE OF WORK" described in this RFP.
3. **Timeline:** A description of the planned steps and deliverables, with specific dates and activities for each. Pending execution of the contract by both parties, the timeline must begin in December 2007, and end with the completion and delivery of all interview transcripts by June 30, 2009.
4. **Staffing Plan:** A description of the staff to be used for the project, including the designation of the person who is responsible for leading the project and any additional interviewers or support staff. The description should include each person's qualifications for the assigned role in the project, including name, position or title, academic or professional affiliations, educational background, and experience directly related to conducting oral histories or audio-visual production. The plan must also describe the organization's experience and qualifications in the area of conducting methodologically sound oral history interviews and producing digital audio and video recordings that meet archival preservation standards.
5. **Budget:** An itemized budget that includes an explanation for each item proposed for funding. Anticipated expenses may include: salaries for the project leader, interviewers, and transcribers; recording and transcription equipment; materials and supplies; and travel and mileage. The maximum amount of funds available for the LCB to contract with a consultant to conduct this project is \$228,056.
6. **References:** Contact information for previous clients, employers, or participants in oral history projects.

## **CONTRACT TERMS**

Unless otherwise agreed to by the parties, the successful contractor must enter into an Agreement with the LCB pursuant to terms and conditions that include, without limitation:

### **Independent Contractor**

The successful contractor is an independent contractor as defined in NRS 284.173 and is not an employee of the State of Nevada. There will not be:

1. Withholding of personal income tax by the State of Nevada;
2. Industrial insurance coverage funded by the State of Nevada;
3. Participation in group insurance plans which may be available to employees of the State of Nevada;
4. Participation or contribution by either the independent contractor or the State of Nevada to the Public Employees' Retirement System;
5. Accumulation of vacation leave or sick leave for persons employed to assist in the performance of the Agreement; or
6. Unemployment compensation coverage provided by the State of Nevada.

### **Payment**

The terms of payment will be negotiated at the time the Agreement is prepared; however, 10 percent of the contracted price will be withheld from each payment until the terms of the Agreement have been met to the satisfaction of the LCB. The final 10 percent of the total billed charges will be paid after the contractor has completed all services and responsibilities as set forth in the Agreement.

The successful contractor will be compensated not more than one time per month, upon submission of an itemized bill approved by the Research Division for payment.

### **Standard of Performance/Review of Deliverables**

1. The successful contractor agrees to work faithfully, industriously, and to the best of its ability, experience, and talents in the performance of its duties under the Agreement.
2. Upon receipt of each deliverable, the LCB will notify the successful contractor within ten business days whether the deliverable is:
  - (a) Accepted; that is, meeting the specifications;

- (b) Accepted with a rework; that is, essentially to specification, but requiring some correction by the successful contractor; or
  - (c) Rejected; that is, failing to meet the specifications in ways indicating that major improvements are needed.
3. If the LCB notifies the successful contractor that a deliverable has been accepted with a rework or rejected, the successful contractor shall rework or complete any part of the deliverable identified to meet the specifications of the LCB within five business days for reconsideration. After the rework is complete, the successful contractor agrees to notify the LCB for reconsideration pursuant to paragraph 2. Final payment shall be withheld until the deliverable is accepted by the LCB without a rework.

### **Audit Requirements/Working Papers**

1. The successful contractor agrees that any books, records, documents and accounting procedures and practices relevant to the performance of the Agreement are subject to inspection, examination, audit and copying by a person designated by the LCB at reasonable times and with reasonable notice. The LCB may request at any time, and the successful contractor shall provide, any such documentation in a form acceptable to the LCB at a location determined by the LCB.
2. The successful contractor agrees to preserve and make available all working papers, books, records and documents relevant to its performance of the Agreement for three years after the date on which the final payment is made. If the Agreement is completely or partially terminated before the final written report is accepted, the books, records and documents relating to the work terminated shall be preserved and made available for a period of three years after the date of termination.

### **State Ownership**

1. Except as otherwise provided in this section, all work performed and all audio and video recording, transcripts and other materials, products and deliverables developed or prepared for the LCB by the successful contractor are the property of the State of Nevada and all title and interest therein shall vest in the LCB and shall be deemed to be a work made for hire and made in the course of the services rendered hereunder. To the extent that title to any such works may not, by operation of law, vest in the LCB or such works may not be considered works made for hire, all rights, title, and interest therein are hereby irrevocably assigned to the LCB. All such materials, products and deliverables shall belong exclusively to the LCB, with the LCB having the right to obtain and to hold in its own name copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. The successful contractor shall not use, willingly allow, or cause to have such materials, products and deliverables used for any purpose other than the performance of its obligations under the Agreement without the prior written consent of the LCB.

2. The successful contractor agrees to give to the LCB and any person designated by the Nevada Legislature, reasonable assistance, at the expense of the State of Nevada, required to perfect the rights defined in this section. Unless otherwise requested by the LCB, upon the completion of the services to be performed, the successful contractor shall immediately turn over to the LCB all materials and deliverables developed pursuant to the Agreement.
3. Within the discretion of the LCB, the LCB may transfer all or a portion of the property vested in the LCB pursuant to this Section to the Division of State Library and Archives of the Department of Cultural Affairs.

### **Confidentiality of Information**

The successful contractor agrees to maintain the confidentiality of all information, records, and data obtained for the purpose of performing its duties under the Agreement. The successful contractor further agrees not to use such information for any purpose other than its performance under the Agreement and that it will require its employees to comply with the confidentiality requirements of this section.

### **Publicity**

The successful contractor shall not use any data, pictures or other representations of the State of Nevada, the Nevada Legislature or the LCB, in its external advertising, marketing programs or other promotional efforts, unless it obtains the specific advance written authorization of the LCB. The LCB agrees not to unreasonably deny authorization to use the LCB as a reference.

### **Termination by the LCB/Default**

1. The LCB may at any time, for its convenience and without cause, terminate all or part of the Agreement. To terminate the Agreement pursuant to this paragraph, the LCB must deliver to the successful contractor a notice of termination without cause. Termination of the Agreement pursuant to this paragraph shall be within the sole discretion of the LCB and shall become effective upon receipt by the successful contractor of the notice of termination without cause. The LCB's liability to the successful contractor with respect to termination without cause is limited to the reasonable costs incurred by the successful contractor before the effective date of the termination, but not to exceed the maximum fixed fee for the Agreement. If requested, the successful contractor shall substantiate any cost submitted for payment with proof satisfactory to the LCB. This paragraph does not apply to termination for cause.
2. The successful contractor is in default of the Agreement and the LCB may terminate the Agreement for cause if the LCB determines that:
  - (a) The quality of the work performed by the successful contractor is unacceptable;
  - (b) The successful contractor fails to comply with the terms of the Agreement to the satisfaction of the LCB;

- (c) The project is more than 30 days behind schedule;
  - (d) The successful contractor has breached the Agreement in any other respect; or
  - (e) The successful contractor has sought, or been forced to seek, protection under the Federal Bankruptcy Act.
3. The LCB is in default of the Agreement if, at any time, the LCB materially breaches any term of the Agreement.
  4. To terminate the Agreement for cause, the nondefaulting party shall send to the defaulting party a notice of default. Termination shall become effective five days after the defaulting party receives the notice of default unless during those five days the defaulting party cures the default.
  5. If the LCB terminates the Agreement for cause, the LCB is not liable for any costs incurred by the successful contractor and the LCB may procure the services from other sources and hold the successful contractor liable for any excess cost occasioned thereby.

### **Liability Insurance**

1. During the term of the Agreement, the successful contractor shall maintain comprehensive public liability and property damage insurance coverage of not less than \$1,000,000 in a form and with an insurer or insurers acceptable to the LCB. The policy shall be a combined single limit, bodily injury and property damage, against liability arising out of the services of the successful contractor, its officers, employees, subcontractors and agents, on the Project. The successful contractor agrees to name the State of Nevada, the Nevada Legislature, their officers, employees and agents as additional insureds on the policy. The successful contractor may comply with the requirements of this section by endorsement to any blanket policy of insurance carried by the successful contractor, provided that the blanket policy meets the requirements of this section.
2. Evidence of the policy or policies required by paragraph 1 must be furnished to the LCB at the time of the signing of the Agreement and thereafter from time to time as reasonably requested by the LCB. Such evidence must show that the policy or policies shall not be modified or terminated without at least 30 days prior, written notice to the LCB.

### **Indemnification**

The successful contractor agrees to hold harmless, indemnify and defend the State of Nevada, the Nevada Legislature and their officers, employees and authorized agents against any claim, action, loss, damage, injury, liability, cost and expense of any kind or nature arising from the successful contractor's breach of the representations, warranties or obligations under the Agreement or from the successful contractor's negligent acts or omissions in performing the Agreement.

In any claim against the State of Nevada or the Nevada Legislature, their officers, employees and authorized agents by any employee, any subcontractor of the successful contractor, or any person directly or indirectly employed by any of them, or any person for whose acts any of them may be liable, this indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the successful contractor or any subcontractor under workers' compensation acts, disability benefits acts, or other employee benefit acts.

The remedy provided by the indemnification set forth in this section is in addition to, and not in lieu of, any other remedy. This indemnification must not be diminished or limited in any way to the total limit of insurance required by the Agreement or otherwise available to the successful contractor.

### **Contingency/Force Majeure**

1. Neither of the parties to the Agreement will be held responsible for any delay or failure in performance hereunder caused by fires, strikes, embargoes, requirements imposed by government regulations, civil or military authorities, acts of God or by the public enemy or other similar causes beyond the party's control.
2. If such a contingency occurs, the party injured by the other's inability to perform may elect to:
  - (a) Terminate the Agreement or any part thereof; or
  - (b) Suspend the Agreement for the duration of the delaying cause, with the option of extending the period for performance for not longer than the length of time the contingency endured.
3. Unless written notice is given within 30 days after the injured party is apprised of the contingency, suspension of the Agreement as set forth in paragraph (2) of this Section shall be deemed selected.

### **Change Requests**

1. Either party to the Agreement may request a change in the Agreement. Such a request must include a description of the provision(s) to be modified, the rationale for requesting the change and an assurance that the final product will be equal to or better than the specifications set forth in this Agreement. If the successful contractor submits such a request, the LCB will approve or deny the request within five business days after receipt of the request. The LCB agrees that it will not unreasonably withhold such approval. If the LCB submits such a request, the successful contractor will approve or deny the request within five business days after receipt of the request and shall submit to the LCB an estimate of the cost for the additional work requested, if any. If the successful contractor provides the LCB with an estimate of additional costs, the

LCB must approve the additional costs in writing before the successful contractor begins such work.

2. Any change in the work processes or services provided by the successful contractor without written permission from the LCB shall be at the successful contractor's own risk. The cost and expense will be the responsibility of the successful contractor, and the successful contractor may not submit a claim for compensation for work, materials or equipment in connection with such changes.

### **Compliance with Laws**

The successful contractor shall comply with all applicable State, County, and Local Laws, Ordinances, Regulations, and Codes in the performance of its duties under the Agreement.