

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701



Brian Sandoval
Governor

Jeff Mohlenkamp
Director

Greg Smith
Administrator

State of Nevada
Purchasing Division
Request for Qualifications: 3001
For
COURT REPORTING SERVICES

Release Date: January 17, 2013

Deadline for Submission and Opening Date and Time: February 20, 2013 @ 2:00 PM

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

For additional information, please contact:

Nancy Feser, Buyer

State of Nevada, Purchasing Division

515 E. Musser Street, Suite 300

Carson City, NV 89701

Phone: 775-684-0175

Email address: nfeser@admin.nv.gov

(TTY for Deaf and Hard of Hearing: 1-800-326-6868

Ask the relay agent to dial: 1-775-684-0171V.)

Refer to Section 9 for instructions on submitting proposals

VENDOR INFORMATION SHEET FOR RFQ 3001

Vendor Must:

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

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

V5	Facsimile Number	
	Area Code:	Number:

V6	Toll Free Number	
	Area Code:	Number:

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

V8	Telephone Number for Contact Person	
	Area Code:	Number:

V9	Facsimile Number for Contact Person	
	Area Code:	Number:

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

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

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The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors' exceptions and/or assumptions should be clearly stated in *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFQ*. Vendors' cost exceptions and/or assumptions should be clearly stated in *Attachment J, Cost Proposal Certification of Compliance with Terms and Conditions of RFQ*. Exceptions and/or assumptions will be considered during the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State per NRS 333.350(1).

Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to, NRS 281A and the Governor's Proclamation, which can be found on the Purchasing Division's website (<http://purchasing.state.nv.us>).

1. OVERVIEW OF PROJECT

The State of Nevada Purchasing Division is seeking proposals from qualified vendors to provide Courting Reporting Services statewide on an as needed basis.

It is the intention of the State to establish a list of qualified Court Reporters and award contract(s) on a statewide basis; however, proposals may be considered regionally (Northern, Southern, Rural). Vendor's proposal must identify the geographic region(s) in which services are being offered.

The State does not guarantee any minimum number of meetings or other proceedings under this contract. As these contracts will affect several State agencies, the approximate number of hearings/depositions, transcripts, using agencies, etc. is unavailable.

This contract will be mandatory for State agencies located in geographic regions serviced by the contract. The University and Community College System, the Court System, the Legislative Counsel Bureau, and Political Subdivisions (i.e., cities, counties, school districts, etc.) may use the contract(s) resulting from this RFQ; however, they are not required to do so.

The State Purchasing Division will administer contract(s) resulting from this RFQ. The resulting contract(s) will be for an initial contract term of four (4) years, anticipated to begin June 1, 2013, subject to Board of Examiners approval.

The State reserves the right to accept vendor proposals for qualification on an ongoing basis. Any future contract awards will be written based upon termination dates concurrent with contracts awarded as a result of the original RFQ.

2. ACRONYMS/DEFINITIONS

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

Acronym	Description
<i>Assumption</i>	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.

Acronym	Description
<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 RFQ.
<i>BOE</i>	State of Nevada Board of Examiners
<i>Confidential Information</i>	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS 333.020(5) (b).
<i>Contract Approval Date</i>	The date the State of Nevada Board of Examiners officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful vendor.
<i>Contract Award Date</i>	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.
<i>Contractor</i>	The company or organization that has an approved contract with the State of Nevada for services identified in this RFQ. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance.
<i>Cross Reference</i>	A reference from one document/section to another document/section containing related material.
<i>Customer</i>	Department, Division or Agency of the State of Nevada.
<i>Division</i>	Department of Administration, Purchasing Division.
<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 RFQ pursuant to NRS 333.335.
<i>Exception</i>	A formal objection taken to any statement/requirement identified within the RFQ.
<i>Key Personnel</i>	Vendor staff responsible for oversight of work during the life of the project and for deliverables.
<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,

Acronym	Description
	ask the vendor to provide the information or evaluate the proposal without the information.
<i>Must</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>NAC</i>	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: www.leg.state.nv.us
<i>NOA</i>	Notice of Award – formal notification of the State’s decision to award a contract, pending Board of Examiners’ approval of said contract, any non-confidential information becomes available upon written request.
<i>NRS</i>	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: www.leg.state.nv.us .
<i>Pacific Time (PT)</i>	Unless otherwise stated, all references to time in this RFQ and any subsequent contract are understood to be Pacific Time.
<i>Proprietary Information</i>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a).
<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>Redacted</i>	The process of removing confidential or proprietary information from a document prior to release of information to others.
<i>RFQ</i>	Request for Qualification - a written statement which sets forth the requirements and qualifications of a contract to be awarded by competitive selection.
<i>Shall</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>Should</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<i>State</i>	The State of Nevada and any agency identified herein.
<i>Subcontractor</i>	Third party, not directly employed by the contractor, who will provide

Acronym	Description
	services identified in this RFQ. This does not include third parties who provide support or incidental services to the contractor.
Trade Secret	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 RFQ.
Will	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

2.1 STATE OBSERVED HOLIDAYS

The State observes the holidays noted in the following table. *Note: When January 1st, July 4th, November 11th or December 25th falls on Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.*

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

3. SCOPE OF WORK

3.1 RFQ PROCESS

The process by which proposals will be considered under this RFQ is a determination of whether or not the vendor qualifies under the Minimum Qualifications. If a vendor is determined to not meet and/or address any one of the Minimum Qualifications, the proposal in its entirety may not be considered.

Vendors must provide details of their qualifications and how services will be performed for each of the sections listed below.

3.2 MINIMUM QUALIFICATIONS

3.2.1 Vendor must be registered or licensed as a Certified Court Reporter pursuant to NRS 656.

3.2.2 A court reporter shall be present at each proceeding as required by the using agency. The reporter shall have the stenographic and electronic verbal recording equipment fully operational not less than 15 minutes prior to the scheduled commencement of a proceeding.

3.2.3 The reporter shall be experienced and proficient in setting up and monitoring all equipment used under the terms of this contract.

3.2.4 Each assigned reporter must be licensed or certified and have one year or more of experience performing the transcribing of hearings or meetings.

3.2.5 The vendor certifies, to the best of its knowledge and belief, that they and/or any of its principals, employees, or subcontractors:

3.2.5.1 **Are not** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or federal agency;

3.2.5.2 **Have not**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes related to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

3.2.5.3 **Are not** presently under indictment for, or otherwise criminally or civilly charged by a governmental entity with, commission of any offenses enumerated in the above *Section 3.2.5.2*.

- 3.2.6 The reporter appearing at any legal proceeding shall perform duties in a professional manner; and shall be properly attired consistent with professional protocol and appearance expected in a court-like setting.
- 3.2.7 The contractor must provide accurate verbatim transcripts typographically and grammatically free of errors, produced from stenographic reporting methods.
- 3.2.8 The contractor is responsible for furnishing complete transcripts that accurately reflect the full and complete verbatim record of the proceeding. In the interest of readability, however, false starts, stutters, "uhms," "ers" and "ahs," and other verbal tics will not normally be included in the transcript, unless the exclusion of such verbalizations could change a statement's meaning. Moreover, unnecessary duplication should be avoided; for example, when a name is spelled out for the benefit of the reporter, the spelling out of the name, (i.e. J-O-N-E-S) should not be transcribed. If a speaker is quoting someone, only quotation marks ("") and not the word "Quote" should appear in the transcript.

3.2.9 Format for Transcripts

Formatting of transcripts will be agreed upon between the using agency and the contractor. A sample transcript may be provided by the using agency. Using agency may request the contractor to provide a condensed or "mini script" transcript.

3.2.10 Electronic Copies

Using agencies may require the contractor to furnish an electronic copy of the official transcript. The electronic version shall conform to the specific formatting requirements of the using agency and must be marked as "read only." Electronic copy shall be clearly labeled with proceeding name, city and date.

3.2.11 Transcript Orders and Delivery Requirements

- 3.2.11.1 Transcript orders and delivery requirements shall be agreed upon between using agency and the contractor.
- 3.2.11.2 Using agency has the option of not requesting a transcript copy of the proceedings.

3.2.11.3 Pursuant to NRS 463.110 transcripts of Investigative Hearings are strictly confidential. The original and one copy are to be delivered directly to the Executive Secretary of the Nevada Gaming Commission/State Gaming Control Board. Absolutely no additional copies may be made for any further distribution. Transcripts of Investigative Hearings shall be secured between two covers, front cover of clear vinyl and the back cover shall be yellow. The title page of the transcript shall be visible through the outside clear vinyl cover and shall be labeled to indicate that the contents are “Not to be Distributed Without Court Order or Special Order of the State Gaming Control Board or Nevada Gaming Commission.”

3.2.12 Transcript Billing

3.2.12.1 The contractor will be paid for each page of transcript at the applicable per-page rate except when the last page of a transcript contains less than 13 lines, in which case no payment will be made for that page.

3.2.12.2 No additional payment will be made for the Certificate of Transcriber and Proofreader.

3.2.12.3 Billings shall not exceed the contract rate for the type and length of appearance, per page transcript and type of delivery provided for the transcript. Billings shall be in a format as agreed upon by the using agency. With the exception of "Extended Travel Charges" specified in **Section 3.2.13** below, no additional charges of any type may be imposed.

3.2.12.4 Billings should be submitted as soon as possible after work is completed, but no later than thirty (30) days upon completion of work.

3.2.12.5 Payments for services properly billed by the contractor will be expedited by the using agency. Every effort will be made to provide payments to the contractor in a timely manner.

3.2.13 Extended Travel Charges

No charge may be imposed for travel, except for appearances required 50 miles outside of the contractor’s primary address of business. Travel costs for these outside appearances will be paid at the State per diem rate approved in the Nevada State Administrative Manual, Section 200, which is available on the State Purchasing Division’s website <http://purchasing.state.nv.us>. Such claims for travel reimbursement will be made on forms approved by the using agency, and the contractor will provide original receipts as may be required for processing of the claims. Commercial coach airfare will be reimbursed at actual cost with all travel expenses authorized in advance by the using agency.

3.2.14 Minutes and Recording Media Retention

For purposes of this contract, it shall be the responsibility of the contractor to retain all transcripts, minutes and recordings in accordance with NRS 241.035 on behalf of the agencies for five (5) years. During those five (5) years, anyone requesting to view or wanting a copy of the transcripts, minutes and recordings will be referred to the contractor. After five (5) years from the date of the event recorded, transcripts minutes or recordings in possession of a State agency may be transferred for archival preservation in accordance with NRS 239.080 to 239.125, inclusive. An Archival Repository that accepts any transcripts, minutes or recordings from a public body pursuant NAC 239.850 Subsection 1 receives legal custody of the same. Thereafter, the archival repository may charge a reasonable fee for searching archives and for producing copies of and for certifying copies of material in the archives. No fee shall be due to the contractor for the State providing or producing copies of transcripts, minutes or recordings that have been transferred to an archival repository.

3.2.15 Notices and Cancellations

3.2.15.1 Notice of Proceedings - The using agency shall give reasonable notice to the contractor of scheduled proceedings; however, no specific form or method of notice shall be required.

3.2.15.2 Cancellation of Proceedings - The using agency agrees to give notice to the contractor, whenever possible, of the cancellation of any proceeding at least twenty-four (24) hours prior to the time such proceeding is scheduled to commence.

3.2.16 Conflict of Interest

The contractor agrees to continuously review new and upcoming projects in which any members of the contract team may be involved with potential conflicts of interest. The contractor shall immediately report any determination of potential conflict to the using agency and/or the Purchasing Division.

3.2.17 Subcontractors

3.2.17.1 Contractor shall be responsible for establishing and maintaining contractual agreements with, and the reimbursement of, any subcontractors for work performed in accordance with the terms of this contract.

3.2.17.2 Contractor shall be responsible for scheduling and assigning subcontractors to specific tasks in the manner described in this agreement, coordinating subcontractor accessibility to using agency staff, and submitting completed products to the using agency.

3.2.17.3 The using agency reserves the right to replace a subcontractor or to request additional subcontractors if, at the direction of the using agency, it becomes necessary to obtain additional subcontractors to

either expedite the work or obtain expertise not available from the contractor.

3.2.17.4 The contractor, its subcontractors and their employees shall be responsible in the performance of the contractor's work under this contract for exercising the degree of skill and care required by customarily accepted good professional practices and procedures.

3.2.18 Penalties

The following penalties and sanctions are available to the using agency for various actions or failures of the contractor during performance of the contract:

3.2.18.1 Timely Appearance

If a court reporter does not appear with fully operational specified equipment at least 15 minutes prior to the scheduled commencement of a hearing, the using agency may obtain alternative reporting services and, in such event, the contractor shall forfeit any appearance fee otherwise due.

3.2.18.2 Deficient Transcript

Where a correction in the transcript is requested by the using agency, the contractor shall make all corrections necessary for a complete and correct verbatim transcript. Where there is any question of speaker or actual words spoken, the written transcript shall be compared to the tape recording. Corrected copies must be provided to the requestor within seven (7) calendar days from notification of the deficiency, at no additional charge.

3.2.18.3 Grossly Deficient Transcript

If using agency determines that a transcript is grossly deficient, a penalty may be assessed in an amount not to exceed the full cost to the requestor of such transcript. Examples of such deficiencies include, but are not limited to, garbled, omitted, illegible text, speaker misidentification, or incorrect pagination.

3.2.18.4 Lost Recording

In the event the electronic recording tapes or other recording media of any proceeding (or portions of any proceeding) are lost, erased, or otherwise not subject to transcription the using agency may, at its discretion, assess a penalty of one thousand dollars (\$1,000.00) per case.

3.2.18.5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

- A. **Certification** - The contractor shall provide immediate written notice to the Purchasing Division and using agency if, at any time, the contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Purchasing Division may, by written notice to the contractor, terminate the right of the contractor to proceed under the contract if it is found, after proper investigation by the Division or its duly authorized representative, the contractor's certification is erroneous, has been debarred or suspended at any time during the contract term.

- B. **Gratuities** - The Purchasing Division may, by written notice to the contractor, terminate the right of the contractor to proceed under the contract if it is found, after proper investigation by the Division or its duly authorized representative, that a gratuity was offered or given by the contractor, or any agent or representative of the contractor, to any officer or employee of the Division, with a view toward securing a contract or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of this contract.

- C. **Nondiscrimination Clause** - During the performance of this contract, the contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment or subcontract because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. The contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment or subcontract are free of such discrimination. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

3.2.19 Reporting

- 3.2.19.1 Contractors will provide quarterly reports of all court reporting services invoiced under this contract. Unless otherwise agreed, the ***Quarterly Report for Court Reporting (Attachment K)*** must be used for all quarterly reports. Reports are to be submitted to the Purchasing Division, Attn: Nancy Feser on or before the 15th of the month following the end of each State fiscal quarter.

The State's fiscal quarters are:

QUARTER	QUARTERLY REPORT DUE
July 1 – September 30	October 15
October 1 – December 31	January 15
January 1 – March 31	April 15
April 1 – June 30	July 15

Reports may be submitted via:

Email: nfeser@admin.nv.gov

Fax: (775) 684-0188

Mail: 515 E. Musser Street, Ste. 300
Carson City, NV 89701

3.2.19.2 Contractor shall attach to each quarterly report submitted a minimum of five (5) randomly selected invoices from each quarter billed during the specified quarter. Additionally, the State reserves the right to request copies of invoices at any time during the contract period.

3.2.19.3 Failure to provide these quarterly reports with attached invoices in a timely manner may result in the assessment of one or more of the following penalties:

- A. Contract suspension; and/or
- B. Contract termination.

3.2.20 Additional Services

3.2.20.1 Vendors may propose additional services to be offered to the using agencies. Details regarding additional services and any associated costs must be included in proposal. Any costs not clearly defined will not be allowed.

3.2.20.2 Using agencies may request added services, as related to the Scope of Work, but not specifically defined in the RFQ. In the event added services are requested and contractor agrees to provide the services, contractor must present the using agency with any associated costs prior to the proceeding.

4. COMPANY BACKGROUND AND REFERENCES

4.1 VENDOR INFORMATION

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

Question	Response
Company name:	
Ownership (sole proprietor, partnership, etc.):	
State of incorporation:	
Date of incorporation:	
# of years in business:	
List of top officers:	
Location of company headquarters:	
Location(s) of the company offices:	

Question	Response
Location(s) of the office that will provide the services described in this RFQ:	
Number of employees locally with the expertise to support the requirements identified in this RFQ:	
Number of employees nationally with the expertise to support the requirements in this RFQ:	
Location(s) from which employees will be assigned for this project:	

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

4.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State’s Office pursuant to NRS76. Information regarding the Nevada Business License can be located at <http://sos.state.nv.us>.

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

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

Yes		No	
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If “No”, provide explanation.

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

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

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

Question	Response
Name of State agency:	
State agency contact name:	

Question	Response
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

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

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

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

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

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

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

- 4.1.8 Vendors must review the insurance requirements specified in **Attachment E, Insurance Schedule for RFQ 3001**. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in **Attachment E**.

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

Upon contract award, the successful vendor **must** provide the Certificate of Insurance identifying the coverages as specified in **Attachment E, Insurance Schedule for RFQ 3001**

- 4.1.9 Company background/history and why vendor is qualified to provide the services described in this RFQ. Limit response to no more than five (5) pages.
- 4.1.10 Length of time vendor has been providing services described in this RFQ to the public and/or private sector. Please provide a brief description.
- 4.1.11 Financial information and documentation to be included in **Part III, Confidential Financial** of vendor’s response in accordance with **Section 9.5, Part III – Confidential Financial**.
- 4.1.11.1 Dun and Bradstreet Number
- 4.1.11.2 Federal Tax Identification Number

4.2 SUBCONTRACTOR INFORMATION

- 4.2.1 Does this proposal include the use of subcontractors? Check the appropriate response in the table below.

Yes		No	
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If “Yes”, vendor must:

- 4.2.1.1 Identify specific subcontractors and the specific requirements of this RFQ for which each proposed subcontractor will perform services.
- 4.2.1.2 If any tasks are to be completed by subcontractor(s), vendors must:
- A. Describe the relevant contractual arrangements;

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

4.3 BUSINESS REFERENCES

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

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

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

- 4.3.3 Vendors must also submit *Attachment F, Reference Questionnaire* to the business references that are identified in *Section 4.3.2*.
- 4.3.4 The company identified as the business references must submit the Reference Questionnaire directly to the Purchasing Division.
- 4.3.5 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in *Section 8, RFQ Timeline* for inclusion in the evaluation process. Reference Questionnaires not

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

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

4.4 VENDOR STAFF RESUMES

A resume must be completed for each proposed individual on the State format provided in *Attachment G, Proposed Staff Resume* for key personnel to be responsible for performance of any contract resulting from this RFQ.

5. COST

- 5.1 The State has established rates for court reporting services; *Attachment I, Cost Schedule - Court Reporting Rates* provides the detailed State rates. Vendors must clearly specify their agreement to the rates listed.
- 5.2 Vendors may propose additional services not included in the Cost Schedule. Details of additional services and any associated costs must be included in proposal.

6. FINANCIAL

6.1 PAYMENT

Upon review and acceptance by the State, payments for invoices are normally made within 30-45 days of receipt, providing all required information, documents and/or attachments have been received.

6.2 BILLING

- 6.2.1 The State does not issue payment prior to receipt of goods or services.
- 6.2.2 The vendor must bill the State as outlined in the approved contract and/or payment schedule.
- 6.2.3 Vendors may propose an alternative payment option. Alternative payment options must be listed on *Attachment J, Cost Proposal Certification of Compliance with Terms and Conditions of the RFQ*. Alternative payment options will be considered if deemed in the best interest of the State, project or service solicited herein.

7. 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 RFQ.

7.1 QUESTIONS AND ANSWERS

- 7.1.1 The RFQ Question Submittal Form is located on the Services RFP/RFQ Opportunities webpage at <http://purchasing.state.nv.us/services/sdocs.htm>. Select this RFQ number and the “Question” link.
- 7.1.2 The deadline for submitting questions is as specified in *Section 8, RFQ Timeline*.
- 7.1.3 All questions and/or comments will be addressed in writing and responses emailed or faxed to prospective vendors on or about the date specified in *Section 8, RFQ Timeline*.

8. RFQ TIMELINE

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time.

Task	Date/Time
Deadline for submitting questions	01/31/2013 @ 2:00 PM
Answers posted to website	On or about 02/07/2013
Deadline for submittal of Reference Questionnaires	<u>No later than 4:30 PM on 02/19/2013</u>
<u>Deadline for submission and opening of proposals</u>	<u>No later than 2:00 PM on 02/20/2013</u>
Evaluation period (approximate time frame)	02/21/2013 – 03/07/2013
Selection of vendor	On or about 03/07/2013
Anticipated BOE approval	05/14/2013
Contract start date (contingent upon BOE approval)	06/01/2013

9. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

9.1 GENERAL SUBMISSION REQUIREMENTS

Vendors’ proposals must be packaged and submitted in counterparts; therefore, vendors must pay close attention to the submission requirements. Proposals will have a technical response, which may be composed of two (2) parts in the event a vendor determines that a portion of their technical response qualifies as “confidential” as defined within *Section 2, Acronyms/Definitions*.

If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with *Section 9.3, Part I B – Confidential Technical*. Specific references made to the tab, page, section and/or paragraph where the confidential information can be located must be identified on

Attachment A, Confidentiality and Certification of Indemnification and comply with the requirements stated in ***Section 9.6, Confidentiality of Proposals***.

Vendors may submit their proposal broken out into the two (2) sections required, or three (3) sections if confidential technical information is included, in a single box or package for shipping purposes.

The required CDs must contain information as specified in ***Section 9.6.4***.

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

- 9.1.1 All information is to be completed as requested.
- 9.1.2 Each section within the technical proposal and cost proposal must be separated by clearly marked tabs with the appropriate section number and title as specified in the following sections.
- 9.1.3 Although it is a public opening, only the names of the vendors submitting proposals will be announced per NRS 333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFQ opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two (2) days in advance of the opening.
- 9.1.4 If discrepancies are found between two (2) or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one (1) copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one (1) copy to be used as the master.
- 9.1.5 For ease of evaluation, the proposal must be presented in a format that corresponds to and references sections outlined within this RFQ and must be presented in the same order. Written responses must be placed immediately following the applicable RFQ question, statement and/or section and must be presented in a style/format that is easily distinguishable from RFQ language. Exceptions/assumptions to this may be considered during the evaluation process.
- 9.1.6 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.

Unnecessarily elaborate responses beyond what is sufficient to present a complete and effective response to this RFQ are not desired and may be construed as an

indication of the proposer's lack of environmental and cost consciousness. Unless specifically requested in this RFQ, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

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

9.1.6.1 Be submitted on recycled paper;

9.1.6.2 Not include pages of unnecessary advertising;

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

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

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

9.1.8 Any vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the 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 RFQ.

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

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

9.2 PART I A – TECHNICAL PROPOSAL

9.2.1 Submission Requirements

9.2.1.1 Technical proposal must include:

- A. One (1) original marked “MASTER”; and
- B. Four (4) identical copies.

9.2.1.2 The technical proposal *must not include* confidential technical information (refer to *Section 9.3, Part I B, Confidential Technical*) or project costs. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.

9.2.2 Format and Content

9.2.2.1 Tab I – Title Page

The title page must include the following:

Part I A – Technical Proposal	
RFQ Title:	Court Reporting Services
RFQ:	3001
Vendor Name:	
Address:	
Proposal Opening Date:	February 20, 2013
Proposal Opening Time:	2:00 PM

9.2.2.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

9.2.2.3 Tab III – Vendor Information Sheet

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

9.2.2.4 Tab IV – State Documents

The State documents tab must include the following:

- A. The signature page from all amendments with an original signature by an individual authorized to bind the organization.
- B. Attachment A – Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.
- C. Attachment C – Vendor Certifications with an original signature by an individual authorized to bind the organization.

- D. A copy of vendor’s Certificate of Insurance identifying the coverages and minimum limits currently in effect.
- E. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.
- F. Copies of applicable certifications and/or licenses.

9.2.2.5 Tab V - Attachment B

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

In order for any technical exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables in **Attachment B**. Only technical exceptions and/or assumptions should be identified on this attachment. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. Vendors must be specific. Nonspecific exceptions or assumptions may not be considered. If the exception or assumption requires a change in the terms or wording of the contract, the scope of work, or any incorporated documents, vendors must provide the specific language that is being proposed in **Attachment B**.

9.2.2.6 Tab VI – Section 3.2 –Minimum Qualifications

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

9.2.2.7 Tab VIII– Section 4 – Company Background and References

Vendors must place their written response(s) in **bold/italics** immediately following the applicable RFQ question, statement and/or section. This section must also include the requested information in **Section 4.2, Subcontractor Information**, if applicable.

9.2.2.8 Tab IX – Attachment G – Proposed Staff Resume(s)

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

9.2.2.9 Tab X – Other Informational Material

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

9.3 PART I B – CONFIDENTIAL TECHNICAL

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

9.3.1 Submission Requirements, if confidential technical information is being submitted.

9.3.1.1 Confidential technical information must include:

A. One (1) original marked “MASTER”; and

B. Four (4) identical copies.

9.3.2 Format and Content

9.3.2.1 Tab I – Title Page

The title page must include the following:

Part I B – Confidential Technical Proposal	
RFQ Title:	Court Reporting Services
RFQ:	3001
Vendor Name:	
Address:	
Proposal Opening Date:	February 20, 2013
Proposal Opening Time:	2:00 PM

9.3.2.2 Tabs – Confidential Technical

Vendors must have tabs in the confidential technical information that cross reference back to the technical proposal, as applicable.

9.4 PART II – COST PROPOSAL

9.4.1 Tab I – Attachment J

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

In order for any cost exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables in *Attachment J*. Only cost exceptions and/or assumptions should be identified on this attachment, do not restate the technical exceptions and/or assumptions on this form. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. Vendors must be specific. Nonspecific exceptions or

assumptions may not be considered. If the exception or assumption requires a change in the terms or wording of the contract, the scope of work, or any incorporated documents, vendors must provide the specific language that is being proposed in *Attachment J*.

9.5 PART III – CONFIDENTIAL FINANCIAL

9.5.1 Submission Requirements

9.5.1.1 Confidential financial information must include:

- A. One (1) original marked “MASTER”

9.5.2 Format and Content

9.5.2.1 Tab I – Title Page

The title page must include the following:

Part III – Confidential Financial Proposal	
RFQ Title:	Court Reporting Services
RFQ:	3001
Vendor Name:	
Address:	
Proposal Opening Date:	February 20, 2013
Proposal Opening Time:	2:00 PM

9.5.2.2 Tab II – Financial Information and Documentation

- A. Dun and Bradstreet Number

- B. The completed *Attachment H, State of Nevada Registration Substitute IRS Form W-9***

9.6 CONFIDENTIALITY OF PROPOSALS

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

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

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

9.6.4 The required CDs must contain the following:

9.6.4.1 One (1) “**Master**” CD with an exact duplicate of the technical proposal contents only. The electronic files must follow the format and content section for the technical proposal. The CD must be packaged in a case and clearly labeled as follows:

- A. RFQ No;
- B. Vendor’s Name;
- C. Part IA – Technical Proposal;
- D. Part IB – Confidential Technical.

9.6.4.2 One (1) “**Public Records CD**” with the technical contents to be used for public records requests. This CD **must not** contain any confidential or proprietary information. The electronic files must follow the format and content section for the redacted versions of the technical proposal. The CD must be packaged in a case and clearly labeled as follows:

- A. Public Records CD;
- B. RFQ No;
- C. Vendor’s Name;
- D. Part IA – Technical Proposal for Public Records Request.

9.6.5 It is the vendor’s responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by release of said information.

9.7 PROPOSAL PACKAGING

9.7.1 If the separately sealed technical and confidential technical information have been, marked as required, and are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked as follows:

9.7.2 Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate these labels for ease and accuracy of proposal packaging.

Nancy Feser State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFQ:	3001
PROPOSAL OPENING DATE:	February 20, 2013

PROPOSAL OPENING TIME:	2:00 PM
FOR:	Court Reporting Services
VENDOR'S NAME:	

9.7.3 Proposals **must be received at the address referenced below no later than the date and time specified in Section 8, RFQ Timeline.** Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.

9.7.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone proposals will NOT be considered; however, at the State's discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFQ document. Proposal may be modified by facsimile, e-mail or written notice provided such notice is received prior to the opening of the proposals.

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

Nancy Feser State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFQ:	3001
PROPOSAL COMPONENT:	Part I A – Technical
PROPOSAL OPENING DATE:	February 20, 2013
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Court Reporting Services
VENDOR'S NAME:	

9.7.6 If applicable, confidential technical information shall be submitted to the State in a sealed package and be clearly marked as follows:

Nancy Feser State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFQ:	3001
PROPOSAL COMPONENT:	Part I B – Confidential Technical
PROPOSAL OPENING DATE:	February 20, 2013
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Court Reporting Services
VENDOR'S NAME:	

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

Nancy Feser State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFQ:	3001
PROPOSAL COMPONENT:	CDs
PROPOSAL OPENING DATE:	February 20, 2013
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Court Reporting Services
VENDOR'S NAME:	

10. QUALIFICATION EVALUATION AND AWARD PROCESS

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

10.1 Minimum Qualifications shall be evaluated on a pass/fail basis. Only vendors who meet the Minimum Qualifications will have their Technical Proposals considered.

10.2 Technical Proposals shall be consistently evaluated and scored in accordance with NRS §333.335 based upon the following criteria listed below:

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

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

Proposals shall be kept confidential until a contract is awarded.

10.3 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).

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

- 10.5** 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.
- 10.6** 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 RFQ.
- 10.7** Any contract resulting from this RFQ shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

11. TERMS AND CONDITIONS

11.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

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

- 11.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 11.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFQ, or to withdraw this RFQ, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 11.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 11.1.4 For ease of responding to the RFQ, vendors are encouraged to download the RFQ from the Purchasing Division’s website at <http://purchasing.state.nv.us>.
- 11.1.5 The failure to separately package and clearly mark **Part I B and Part III** – which contains confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.

- 11.1.6 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements and lease purchase agreements. The omission of these documents renders a proposal non-responsive.
- 11.1.7 The State reserves the right to reject any or all proposals received prior to contract award (NRS 333.350).
- 11.1.8 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS 333.335).
- 11.1.9 Any irregularities or lack of clarity in the RFQ should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 11.1.10 Descriptions on how any and all services and/or equipment will be used to meet the requirements of this RFQ shall be given, in detail, along with any additional informational documents that are appropriately marked.
- 11.1.11 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFQ or by addendum or amendment.
- 11.1.12 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 11.1.13 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter 281 and NRS Chapter 284.
- 11.1.14 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS 333.350(3).
- 11.1.15 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 RFQ. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 11.1.16 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 RFQ, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 11.1.17 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The masters of the technical proposal, confidential technical proposal, cost proposal

and confidential financial information of each response shall be retained for official files.

- 11.1.18 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 11.1.19 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and Chapter 333 of the Nevada Administrative Code.

11.2 CONTRACT TERMS AND CONDITIONS

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

- 11.2.1 The awarded vendor(s) 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 RFQ, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 11.2.2 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFQ. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.
- 11.2.3 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 attached 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 within this RFQ. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.
- 11.2.4 The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.
- 11.2.5 **Attachment B and Attachment J** of this RFQ shall constitute an agreement to all terms and conditions specified in the RFQ, except such terms and conditions that the vendor expressly excludes. Exceptions and assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered.

- 11.2.6 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 RFQ together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, any modifications and clarifications to the awarded vendor's proposal, the RFQ, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 11.2.7 Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFQ and any local government may join or use any contract resulting from this RFQ 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 RFQ.
- 11.2.8 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.

11.3 PROJECT TERMS AND CONDITIONS

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

11.3.1 Award of Related Contracts

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

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

11.3.2 Products and/or Alternatives

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

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

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

11.3.3 State Owned Property

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

11.3.4 Inspection/Acceptance of Work

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

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

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

11.3.5 Travel

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

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

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

11.3.6 Completion of Work

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

11.3.7 Right to Publish

- 11.3.7.1 All requests for the publication or release of any information pertaining to this RFQ and any subsequent contract must be in writing and sent to the Administrator of Purchasing Division or designee.
- 11.3.7.2 No announcement concerning the award of a contract as a result of this RFQ can be made without prior written approval of the Administrator of Purchasing Division or designee.
- 11.3.7.3 As a result of the selection of the contractor to supply the requested services, the State is neither endorsing nor suggesting the contractor is the best or only solution.
- 11.3.7.4 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 Administrator of Purchasing Division or designee.
- 11.3.7.5 Throughout the term of the contract, the contractor must secure the written approval of the State per **Section 11.3.7.2** prior to the release of any information pertaining to work or activities covered by the contract.

12. SUBMISSION CHECKLIST

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

Part I A– Technical Proposal Submission Requirements		Completed
Required number of Minimum Qualifications Proposals per submission requirements		
One (1) Master CD with only the contents of the Minimum Qualifications proposals		
Tab I	Title Page	
Tab II	Table of Contents	
Tab III	Vendor Information Sheet	
Tab IV	State Documents	
Tab V	Attachment B – Technical Proposal Certification of Compliance with Terms and Conditions of RFQ	
Tab VI	Section 3.2 – Minimum Qualifications	
Tab VII	Section 4 – Company Background and References	
Tab VIII	Attachment G – Proposed Staff Resumes	
Tab IX	Other Information Material	
Part I B – Confidential Technical Submission Requirements		
Required number of Confidential Technical Proposals per submission requirements		
Tab I	Title Page	
Tabs	Appropriate tabs and information that cross reference back to the technical proposal	
Part II – Cost Proposal Submission Requirements		
Tab I	Attachment J - Cost Proposal Certification of Compliance with Terms and Conditions of RFQ	
Part III – Confidential Financial Submission Requirements		
Required number of Confidential Financial Proposals per submission requirements		
Tab I	Title Page	
Tab II	Financial Information and Documentation	
CDs Required		
One (1)	Master CD with the technical and confidential technical proposal contents only	
One (1)	Public Records CD with the technical contents only	
Reference Questionnaire Reminders		
Send out Reference Forms for Vendor (with Part A completed)		
Send out Reference Forms for proposed Subcontractors (with Part A completed, if applicable)		

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

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

In accordance with the Submittal Instructions of this RFQ, vendors are requested to submit confidential information in separate binders marked “**Part I B Confidential Technical**” and “**Part III Confidential Financial**”.

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

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

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

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

Part I B – Confidential Technical Information			
YES		NO	
Justification for Confidential Status			

A Public Records CD has been included for the Technical			
YES		NO	
Justification for Confidential Status			

Company Name

Signature

Print Name

Date

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

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

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

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

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

In order for any exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables below. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. Vendors must be specific. Nonspecific exceptions or assumptions may not be considered. If the exception or assumption requires a change in the terms or wording of the contract, the scope of work, or any incorporated documents, vendors must provide the specific language that is being proposed in the tables below.

Company Name

Signature

Print Name

Date

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

EXCEPTION SUMMARY FORM

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

ASSUMPTION SUMMARY FORM

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

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

ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

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

Vendor Company Name

Vendor Signature

Print Name

Date

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

ATTACHMENT D – CONTRACT FORM

The following State Contract Form is provided as a courtesy to vendors interested in responding to this RFQ. 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.

All vendors are required to submit a Certificate of Insurance in *Tab IV, 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 E, Insurance Schedule.



Contract Form.doc

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at srvpurch@admin.nv.gov for an emailed copy.

ATTACHMENT E – INSURANCE SCHEDULE FOR RFQ 3001



ATTACHMENT E-
INSURANCE SCHEDULE

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have double clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT F – REFERENCE QUESTIONNAIRE

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

INSTRUCTIONS TO PROPOSING VENDOR	
1.	Proposing vendor or vendor’s proposed subcontractor MUST complete Part A of the Reference Questionnaire.
2.	Proposing vendor MUST send the following Reference Questionnaire to EACH business reference listed for completion of Part B, Part C and Part D.
3.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to: <div style="text-align: center;"> <p>State of Nevada, Purchasing Division Subject: RFQ 3001 Attention: Susie Monegan Email: RFQdocs@admin.nv.gov Fax: 775-684-0188</p> </div> <p>Please reference the RFQ number in the subject line of the email or on the fax.</p>
4.	The completed Reference Questionnaire MUST be received no later than 4:30 PM PT <u>February 19, 2013</u>
5.	Business references are NOT to return the Reference Questionnaire to the Proposer (Vendor).
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFQ cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor’s score in the evaluation process.



RFQ Reference
Form.doc

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at srvpurch@admin.nv.gov for an emailed copy.

ATTACHMENT G – PROPOSED STAFF RESUME

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



Proposed Staff
Resume.doc

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT H – 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 III – Confidential Financial** proposal submittal.



KTLVEN-05
Registration.doc

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT I – COST SCHEDULE



RFQ 3001 - Court
Reporting Services Co

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

**ATTACHMENT J – COST PROPOSAL CERTIFICATION OF COMPLIANCE
TERMS AND CONDITIONS OF RFQ**

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

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

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

In order for any exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables below. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. Vendors must be specific. Nonspecific exceptions or assumptions may not be considered. If the exception or assumption requires a change in the terms or wording of the contract, the scope of work, or any incorporated documents, vendors must provide the specific language that is being proposed in the tables below.

Company Name

Signature

Print Name

Date

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

EXCEPTION SUMMARY FORM

RFQ SECTION NUMBER	RFQ PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be provided)

ASSUMPTION SUMMARY FORM

RFQ SECTION NUMBER	RFQ PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be provided)

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

ATTACHMENT K – QUARTERLY REPORT FOR COURT REPORTING



Quarterly Report For
Court Reporting Serv

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srypurch@admin.nv.gov for an emailed copy.*