|  |  |  |
| --- | --- | --- |
| State of Nevada |  | Brian Sandoval |
| Department of Administration | *Governo*r |
|  |  |
| Purchasing Division | Patrick Cates |
|  | *Director* |
| 515 E. Musser Street, Suite 300  Carson City, NV 89701 |  |
| Jeffrey Haag |
| *Administrator* |

|  |
| --- |
| State of Nevada |
| Purchasing Division |
| **Request for Qualifications: 3429** |
| For |
| **COURT REPORTING SERVICES** |

|  |
| --- |
| Release Date: August 25, 2017 |
| Deadline for Submission and Opening Date and Time: September 21, 2017@ 2:00 PM |
| ***Refer to Section 7, RFQ Timeline for the complete RFQ schedule*** |

|  |
| --- |
| For additional information, please contact: |
| Nancy Feser, Purchasing Officer |
| 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: 1-775-684-0175/V.) |

|  |
| --- |
| ***Refer to Section 8 for instructions on submitting an RFQ Response*** |

**VENDOR INFORMATION SHEET FOR RFQ 3429**

**Vendor Shall:**

1. Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 shall be used for development of the contract;
2. Type or print responses; and
3. Include this Vendor Information Sheet in Section III of the Technical SOQ proposal.

|  |  |  |
| --- | --- | --- |
| V1 | Company Name |  |

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

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

|  |  |  |  |
| --- | --- | --- | --- |
| V4 | Telephone Number | | |
| Area Code: | Number: | Extension: |

|  |  |  |  |
| --- | --- | --- | --- |
| V5 | Facsimile Number | | |
| Area Code: | Number: | Extension: |

|  |  |  |  |
| --- | --- | --- | --- |
| V6 | Toll Free Number | | |
| Area Code: | Number: | Extension: |

|  |  |
| --- | --- |
| V7 | ***Contact Person for Questions / Contract Negotiations,***  ***including address if different than above*** |
| Name: |
| Title: |
| Address: |
| Email Address: |

|  |  |  |  |
| --- | --- | --- | --- |
| V8 | Telephone Number for Contact Person | | |
| Area Code: | Number: | Extension: |

|  |  |  |  |
| --- | --- | --- | --- |
| V9 | Facsimile Number for Contact Person | | |
| Area Code: | Number: | Extension: |

|  |  |  |
| --- | --- | --- |
| V10 | ***Name of Individual Authorized to Bind the Organization*** | |
| Name: | Title: |

|  |  |  |
| --- | --- | --- |
| V11 | Signature ***(Individual shall be legally authorized to bind the vendor per NRS 333.337)*** | |
| Signature: | Date: |

**TABLE OF CONTENTS**

[1. PROJECT OVERVIEW 4](#_Toc491257975)

[2. REQUEST FOR QUALIFICATIONS 4](#_Toc491257976)

[3. COMPANY BACKGROUND AND REFERENCES 11](#_Toc491257977)

[4. COST 15](#_Toc491257978)

[5. FINANCIAL 15](#_Toc491257979)

[6. WRITTEN QUESTIONS AND ANSWERS 16](#_Toc491257980)

[7. RFQ TIMELINE 16](#_Toc491257981)

[8. RFQ RESPONSE SUBMISSION REQUIREMENTS, FORMAT AND CONTENT 17](#_Toc491257982)

[9. RFQ RESPONSE EVALUATION AND AWARD PROCESS 23](#_Toc491257983)

[10. TERMS AND CONDITIONS 24](#_Toc491257984)

[11. SUBMISSION CHECKLIST 30](#_Toc491257985)

[ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION 31](#_Toc491257986)

[ATTACHMENT B – VENDOR CERTIFICATIONS 32](#_Toc491257987)

[ATTACHMENT C – CONTRACT FORM 33](#_Toc491257988)

[ATTACHMENT D – INSURANCE SCHEDULE FOR RFQ 3429 34](#_Toc491257989)

[ATTACHMENT E – REFERENCE QUESTIONNAIRE 35](#_Toc491257990)

[ATTACHMENT F – PROPOSED STAFF RESUME 36](#_Toc491257991)

[ATTACHMENT G – COST SCHEDULE 37](#_Toc491257992)

[ATTACHMENT H – QUARTERLY REPORT FOR COURT REPORTING 38](#_Toc491257993)

**Prospective vendors are advised to review Nevada’s ethical standards requirements, including but not limited to, NRS 281A, which can be found on the Purchasing Division’s website (**[**http://purchasing.nv.gov**](http://purchasing.state.nv.us)**).**

**All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at:** [**www.leg.state.nv.us/law1.cfm**](http://www.leg.state.nv.us/law1.cfm)**.**

# PROJECT OVERVIEW

The State of Nevada Purchasing Division is seeking Statements of Qualifications (SOQs) from qualified vendors to provide Court Reporting Services statewide on an as needed basis.

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 shall 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 November 14, 2017, 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.

# REQUEST FOR QUALIFICATIONS

## 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.

## TECHNICAL MINIMUM QUALIFICATIONS

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

### **A court reporter shall be present at each proceeding.** 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.

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

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

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

* + - 1. **Are not** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or federal agency;
      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. **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***.
      4. **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***.
    1. 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.
    2. The contractor must provide accurate verbatim transcripts typographically and grammatically free of errors, produced from stenographic reporting methods.
    3. 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.
    4. 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.

* + 1. 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.

* + 1. Transcript Orders and Delivery Requirements
       1. Transcript orders and delivery requirements shall be agreed upon between using agency and the contractor.
       2. Using agency has the option of not requesting a transcript copy of the proceedings.
       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.”

### Transcript Billing

#### 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.

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

#### 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.

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

#### 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.

### 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.

### 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.

* + 1. Notices and Cancellations
       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.
       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.
    2. 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.

* + 1. Subcontractors
       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.
       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. 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.
       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.
    2. 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:

* + - 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.

* + - 1. 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.

* + - 1. 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.

* + - 1. 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.

* + - 1. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
         1. **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 contactor’s certification is erroneous, has been debarred or suspended at any time during the contract term.
         2. **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.
         3. **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.
    1. Reporting
       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 H)*** 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](mailto:nfeser@admin.nv.gov)

Fax: (775) 684-0188

Mail: 515 E. Musser Street, Ste. 300

Carson City, NV 89701

* + - 1. 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.
      2. 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:
         1. Contract suspension; and/or
         2. Contract termination.
    1. Additional Services
       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.
       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.

# COMPANY BACKGROUND AND REFERENCES

## VENDOR INFORMATION

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

| **Question** | **Response** |
| --- | --- |
| Company name: |  |
| Ownership (sole proprietor, partnership, etc.): |  |
| State of incorporation: |  |
| Date of incorporation: |  |
| # of years in business: |  |
| List of top officers: |  |
| Location of company headquarters: |  |
| Location(s) of the office that shall 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 shall be assigned for this project: |  |

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

### The selected vendor, prior to doing business in the State of Nevada, shall be appropriately licensed by the State of Nevada, Secretary of State’s Office pursuant to NRS76. Information regarding the Nevada Business License can be located at <http://nvsos.gov>.

| **Question** | **Response** |
| --- | --- |
| Nevada Business License Number: |  |
| Legal Entity Name: |  |

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

|  |  |  |  |
| --- | --- | --- | --- |
| Yes |  | No |  |

If “No”, provide explanation.

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

|  |  |  |  |
| --- | --- | --- | --- |
| Yes |  | No |  |

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

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

### 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 |  |

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

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

### 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 shall also be disclosed.

Does any of the above apply to your company?

|  |  |  |  |
| --- | --- | --- | --- |
| Yes |  | No |  |

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: |  | |

### Vendors shall review and provide if awarded a contract the insurance requirements as specified in ***Attachment D, Insurance Schedule for RFQ 3429.***

### 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.

### Provide a brief description of the length of time vendor has been providing services described in this RFQ to the public and/or private sector.

### Financial information and documentation to be included in accordance with ***Section 8.5, Part III – Confidential Financial Information***.

#### Dun and Bradstreet Number

#### Federal Tax Identification Number

## SUBCONTRACTOR INFORMATION

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

### Does this proposal include the use of subcontractors?

|  |  |  |  |
| --- | --- | --- | --- |
| Yes |  | No |  |

If “Yes”, vendor shall:

#### Identify specific subcontractors and the specific requirements of this RFQ for which each proposed subcontractor shall perform services.

#### If any tasks are to be completed by subcontractor(s), vendors shall:

##### Describe how the work of any subcontractor(s) shall be supervised, channels of communication shall be maintained and compliance with contract terms assured; and

##### Describe your previous experience with subcontractor(s).

#### Provide the same information for any proposed subcontractors as requested in ***Section 3.1, Vendor Information***.

#### Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

#### Vendor shall notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFQ in ***Section 3.2, Subcontractor Information***. The vendor shall receive agency approval prior to subcontractor commencing work.

## BUSINESS REFERENCES

### Vendors shall provide a minimum of three (3) business references from similar projects performed for private and/or public sector clients within the last three (3) years.

### Vendors shall submit ***Attachment E, Reference Questionnaire*** to their business references.

### 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 7, 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.

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

## VENDOR STAFF RESUMES

A resume shall be completed for each proposed key personnel responsible for performance under any contract resulting from this RFQ per ***Attachment F, Proposed Staff Resume.***

# COST

* 1. The State has established rates for court reporting services for court proceedings at the statutory rates, per ***NRS*** ***3.370***, refer to ***Attachment G, Cost Schedule.***

## Vendors must provide detailed fixed prices for all costs associated with the responsibilities and related services that would not involve court proceedings. Clearly specify the nature of all expenses anticipated, refer to *Attachment G, Cost Schedule*.

# FINANCIAL

## PAYMENT

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

### Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this RFQ electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

## BILLING

### The State does not issue payment prior to receipt of goods or services.

### The vendor shall bill the State as outlined in the approved contract and/or payment schedule.

### The State presently has a Procurement Card Program that participating State agencies may use to pay for some of their purchases. The Program is issued through a major financial institution and is treated like any other major credit card. Using agencies may desire to use the card as a method of payment. No additional charges or fees shall be imposed for using the card. Please indicate in your proposal response if you will accept

## TIMELINESS OF BILLING

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

# WRITTEN QUESTIONS AND ANSWERS

The Purchasing Division shall accept questions and/or comments in writing regarding this RFQ as noted below:

## QUESTIONS AND ANSWERS

### The RFQ Question Submittal Form is located on the Solicitation Opportunities webpage at <http://purchasing.nv.gov>. Select the Solicitation Status, Questions dropdown and then scroll to the RFQ number and the “Question” link.

### The deadline for submitting questions is as specified in ***Section 7, RFQ Timeline***.

### All questions and/or comments shall be addressed in writing. An email notification that the amendment has been posted to the Purchasing website shall be issued on or about the date specified in ***Section 7, RFQ Timeline***.

# 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 | 08/31/2017 @ 12:00 PM |
| Answers posted to website | On or about 09/07/2017 |
| Deadline for submittal of Reference Questionnaires | No later than 4:30 PM on 09/20/2017 |
| Deadline for submission and opening of SOQs | No later than 2:00 PM on 09/21/2017 |
| Evaluation period (approximate time frame) | 09/21/2017 – 09/28/2017 |
| Selection of vendor | On or about 09/28/2017 |
| Anticipated BOE approval | 12/12/2017 |
| Contract start date (contingent upon BOE approval) | 12/12/2017 |

# RFQ RESPONSE SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

## GENERAL SUBMISSION REQUIREMENTS

### Vendors shall submit their proposals on one (1) CD or flash drive appropriately labeled with the RFQ # and vendor’s name in accordance with the instructions below.

### The one (1) CD or flash drive shall contain a maximum of four (4) PDF files which may include:

#### Technical Proposal

#### Confidential Technical (if applicable)

#### Cost Proposal

#### Confidential Financial

### Proposals shall have a technical response, which may be composed of two (2) parts in the event a vendor determines that a portion of their technical response qualifies as “confidential” per NRS 333.020 (5) (b).

### If complete responses cannot be provided without referencing confidential information, such confidential information shall be provided in accordance with ***Section 8.3, Part IB – Confidential Technical SOQ and Section 8.5, Part III Confidential Financial Information.***

### Specific references made to the section, page, and paragraph where the confidential information can be located shall be identified on ***Attachment A, Confidentiality and Certification of Indemnification*** and comply with the requirements stated in ***Section 8.6, Confidentiality of Proposals.***

### The remaining section to be submitted is the cost proposal.

### Proposals that do not comply with the requirements may be deemed non-responsive and rejected at the State’s discretion.

### Although it is a public opening, only the names of the vendors submitting proposals shall be announced per NRS 333.335(6). Technical and cost details about proposals submitted shall not be disclosed.

### 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.

### For ease of evaluation, the technical and cost proposals shall be presented in a format that corresponds to and references sections outlined within this RFQ and shall be presented in the same order. Written responses shall be in ***bold/italics*** and placed immediately following the applicable RFQ question, statement and/or section.

### 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 color displays, promotional materials, etc., are not necessary or desired. Emphasis shall be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.

### For purposes of addressing questions concerning this RFQ, the sole contact shall 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 shall 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.

### Any vendor who believes there are irregularities or lack of clarity in the RFQ or proposal requirements or specifications are unnecessarily restrictive or limit competition shall notify the Purchasing Division, in writing, as soon as possible, so that corrective addenda may be furnished by the Purchasing Division in a timely manner to all vendors.

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

### The vendor understands and acknowledges that the representations made in its proposal are material and important, and shall be relied on by the State in its evaluation of a proposal. Any misrepresentation by a vendor shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

## PART I A – TECHNICAL STATEMENT OF QUALIFICATIONS (SOQ)

### The Technical SOQ ***shall not include*** cost and/or pricing information. Cost and/or pricing information contained in the Technical SOQ may cause the proposal to be rejected.

### Vendors shall provide one (1) PDF Technical SOQ file that includes the following:

#### Section I – Title Page – with the following information:

|  |  |
| --- | --- |
| **Part IA – Technical SOQ** | |
| RFQ Title: | Court Reporting Services |
| RFQ: | 3429 |
| Vendor Name: |  |
| Address: |  |
| Opening Date: | September 21, 2017 |
| Opening Time: | 2:00 PM |

#### Section II – Table of Contents

An accurate and updated table of contents shall be provided.

#### Section III – Vendor Information Sheet

The vendor information sheet shall be completed and signed by an individual authorized to bind the organization.

#### Section IV – State Documents

The State documents section shall include the following:

##### The signature page from all amendments signed by an individual authorized to bind the organization.

##### Attachment A – Confidentiality and Certification of Indemnification signed by an individual authorized to bind the organization.

##### Attachment B – Vendor Certifications signed by an individual authorized to bind the organization.

##### Attachment H – Certification Regarding Lobbying signed by an individual authorized to bind the organization.

##### Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.

##### Copies of applicable certifications and/or licenses.

#### Section V – Section 2.2 –Minimum Qualifications

Vendors shall place their written response(s) to ***Section 2.2, Minimum Qualifications*** in ***bold/italics*** immediately following the applicable RFQ question, statement and/or section.

#### Section VII– Section 3 – Company Background and References

Vendors shall place their written response(s) to ***Section 3, Company Background and References*** in ***bold/italics*** immediately following the applicable RFQ question, statement and/or section. This section shall also include the requested information in ***Section 3.2, Subcontractor Information***, if applicable.

#### Section VIII – Attachment F – Proposed Staff Resume

##### Vendors shall include all proposed staff resumes per ***Section 3.4, Vendor Staff Resumes*** in this section.

##### This section shall also include any subcontractor proposed staff resumes, if applicable.

#### Section IX – Other Informational Material

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

## PART IB – CONFIDENTIAL TECHNICAL SOQ

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

### If needed, vendors shall provide one (1) PDF Confidential Technical SOQ file that includes the following:

#### Section I – Title Page with the following information:

|  |  |
| --- | --- |
| **Part I B – Confidential Technical SOQ** | |
| RFQ Title: | Court Reporting Services |
| RFQ: | 3429 |
| Vendor Name: |  |
| Address: |  |
| Opening Date: | September 21, 2017 |
| Opening Time: | 2:00 PM |

#### Section II – Confidential Technical

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

## PART II – COST PROPOSAL

### The cost proposal shall not be marked “confidential”. Only information that is deemed proprietary per NRS 333.020(5)(a) may be marked as “confidential”.

### Vendors shall provide one (1) PDF Cost Proposal file that includes the following:

#### Section I – Title Page with the following information:

|  |  |
| --- | --- |
| **Part II – Cost Proposal** | |
| RFQ Title: | Court Reporting Services |
| RFQ: | 3429 |
| Vendor Name: |  |
| Address: |  |
| Opening Date: | September 21, 2017 |
| Opening Time: | 2:00 PM |

#### Section II – Cost Proposal

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

## PART III – CONFIDENTIAL FINANCIAL INFORMATION

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

#### Section I – Title Page with the following information:

|  |  |
| --- | --- |
| **Part III – Confidential Financial Information** | |
| RFQ Title: | Court Reporting Services |
| RFQ: | 3429 |
| Vendor Name: |  |
| Address: |  |
| Opening Date: | September 21, 2017 |
| Opening Time: | 2:00 PM |

#### Section II – Financial Information and Documentation

Vendors shall place the information required per ***Section 3.1.10*** in this tab.

## CONFIDENTIALITY OF SOQS

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

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

### Vendors acknowledge that material not marked as “confidential” shall become public record and shall be posted to the Purchasing website upon contract award.

### 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.

## PROPOSAL PACKAGING

### Vendors shall submit their proposals on one (1) CD or flash drive appropriately labeled in one (1) sealed package or envelope in accordance with the instructions below.

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

|  |  |
| --- | --- |
| **Nancy Feser, Purchasing Officer**  **State of Nevada, Purchasing Division**  **515 E. Musser Street, Suite 300**  **Carson City, NV 89701** | |
| **RFQ #:** | 3429 |
| **OPENING DATE:** | September 21, 2017 |
| **OPENING TIME:** | 2:00 PM |
| **FOR:** | Court Reporting Services |
| **VENDOR’S NAME:** |  |

### Proposals shall be received at the address referenced below no later than the date and time specified in ***Section 7, RFQ Timeline***. Proposals that do not arrive by proposal opening time and date shall not be accepted. Vendors may submit their proposal any time prior to the above stated deadline.

### The State shall not be held responsible for proposal packages or envelopes mishandled as a result of the package or envelope not being properly labeled.

### Email or facsimile proposals shall not be considered.

# RFQ RESPONSE EVALUATION AND AWARD PROCESS

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

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

## Technical SOQs shall be consistently evaluated and scored in accordance with NRS §333.335 based upon the following criteria listed below on a pass/fail score. The following criteria are listed in order of importance:

### Demonstrated competence

### Experience in performance of comparable engagements

### Conformance with the terms of this RFQ

### Expertise and availability of key personnel

## The evaluation committee is an independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFQ pursuant to NRS 333.335.

## The evaluation committee may solicit information from any available source concerning any aspect of a proposal and seek and review any other information deemed pertinent to the evaluation process.

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

## 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 shall be included as part of the contract.

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

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

## Any contract resulting from this RFQ shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 333.700).

# TERMS AND CONDITIONS

## PROCUREMENT AND SOQ TERMS AND CONDITIONS

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

### This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.

### 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.

### The State reserves the right to waive informalities and minor irregularities in RFQ responses received.

### For ease of responding to the RFQ, vendors are encouraged to download the RFQ from the Purchasing Division’s website at [http://purchasing.nv.gov](http://purchasing.state.nv.us).

### The failure provide clearly marked, separate PDF file(s) for ***Part IB and Part III,*** which contain confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.

### The State reserves the right to reject any or all proposals received prior to contract award (NRS 333.350).

### The State reserves the right to limit the scope of work prior to award, if deemed in the best interest of the State per NRS 333.350.

### The State shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interest of the State of Nevada after all factors have been evaluated (NRS 333.335).

### 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 project, may be rejected.

### Proposals from employees of the State of Nevada shall be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter 281 and NRS Chapter 284.

### Proposals may be modified or withdrawn by written 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).

### 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.

### The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal response 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.

### Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals shall be returned only at the State’s option and at the vendor’s request and expense. The flash drive or CD from each vendor shall be retained for official files.

### Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and Chapter 333 of the Nevada Administrative Code.

### NRS 333.290 grants a preference to materials and supplies that can be supplied from a “charitable, reformatory or penal institution of the State” that produces such goods or services through the labor of inmates. The Administrator reserves the right to secure these goods, materials or supplies from any such eligible institution, if they can be secured of equal quality and at prices not higher than those of the lowest acceptable bid received in response to this solicitation. In addition, NRS 333.410 grants a preference to commodities or services that institutions of the State are prepared to supply through the labor of inmates. The Administrator will apply the preferences stated in NRS 333.290 and 333.410 to the extent applicable.

## CONTRACT TERMS AND CONDITIONS

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

### The contractual authority, as identified by the not to exceed amount of the contract, does not obligate the State of Nevada to expend funds or purchase goods or services up to that amount; the purchase amount will be controlled by the individual using agency’s purchase orders or other authorized means of requisition for services and/or goods as submitted to and accepted by the vendor.

### The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFQ, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.

### The awarded vendor shall maintain, for the duration of its contract, insurance coverages as set forth in the fully executed contract. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

### The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.

### The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties shall consist of the 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. The State shall not indemnify vendor from any liability or damages, including but not limited to attorney’s fees and costs, arising under any contract resulting from this RFQ**.**

### 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.

### Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and shall not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.

### Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

### The State may implement an administrative fee of not more than 2% on contracts procured or negotiated by the Purchasing Division. This fee may be assessed over the time of the contract period. Vendors will be provided 30 days written notice before fees are assessed. Fees shall be paid quarterly, 45 days after the close of the quarter, on all purchases under the contract.

## PROJECT TERMS AND CONDITIONS

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

### Award of Related Contracts

#### 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.

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

### Products and/or Alternatives

#### 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.

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

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

### State Owned Property

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

### Inspection/Acceptance of Work

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

#### 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.

#### 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.

### Travel

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

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

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

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

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

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

### 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.

### Right to Publish

#### All requests for the publication or release of any information pertaining to this RFQ and any subsequent contract shall be in writing and sent to the Administrator of Purchasing or designee.

#### 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 or designee.

#### 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.

#### 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 or designee.

#### Throughout the term of the contract, the contractor shall secure the written approval of the State per ***Section 10.3.7.2*** prior to the release of any information pertaining to work or activities covered by the contract.

### Protection of Sensitive Information

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

#### Confidential personal data shall be encrypted.

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

#### Sensitive data shall be encrypted in all newly developed applications.

# SUBMISSION CHECKLIST

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Part IA– Technical SOQ Submission Requirements** | | | **Completed** |
| Part IA submitted in one (1) separate PDF file | | |  |
| Section I | Title Page | |  |
| Section II | Table of Contents | |  |
| Section III | Vendor Information Sheet | |  |
| Section IV | State Documents | |  |
| Section VI | Section 2.3 – Technical Minimum Qualifications | |  |
| Section VII | Section 3 – Company Background and References | |  |
| Section VIII | Attachment F – Proposed Staff Resumes | |  |
| Section IX | Other Informational Material | |  |
| **Part IB – Confidential Technical SOQ Submission Requirements** | | |  |
| Part IB submitted in one (1) separate PDF file | | |  |
| Section I | | Title Page |  |
| Section II | | Appropriate sections and information that cross reference back to the technical proposal |  |
| **Part II – Cost Proposal Submission Requirements** | | |  |
| Part II submitted in one (1) separate PDF file | | |  |
| Section I | Title Page | |  |
| Section II | Cost Proposal | |  |
| **Part III – Confidential Financial Information Submission Requirements** | | |  |
| Part III submitted in one (1) separate PDF file | | |  |
| Section I | Title Page | |  |
| Section II | Financial Information and Documentation | |  |
| **Reference Questionnaire Reminders** | | |  |
| Send out Reference Forms for Vendor (with Part A completed) | | |  |
| Send out Reference Forms for proposed Subcontractors (with Part A and Part B completed, if applicable) | | |  |

# ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

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

In accordance with the submittal instructions of this RFQ, vendors are requested to submit confidential information in separate files marked “**Part IB Confidential Technical SOQ**” and “**Part III Confidential Financial**”.

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

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

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

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Part IB – Confidential Technical SOQ Information** | | | |
| YES |  | NO |  |
| **Justification for Confidential Status** | | | |
|  | | | |
|  | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Part III – Confidential Financial Information** | | | |
| YES |  | NO |  |
| **Justification for Confidential Status** | | | |
|  | | | |
|  | | | |

|  |  |  |  |
| --- | --- | --- | --- |
|  | | |  |
| Company Name | | |  |
|  |  |  |  |
| Signature |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Print Name |  |  | Date |

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

# ATTACHMENT B – 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 shall 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 shall be in writing and included in the proposal at the time of submission.
7. Each vendor shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFQ. Any such relationship that might be perceived or represented as a conflict shall 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 shall certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
13. The proposal shall be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

|  |  |  |  |
| --- | --- | --- | --- |
|  | | |  |
| Vendor Company Name | | |  |
|  |  |  |  |
| Vendor Signature |  |  |  |
|  |  |  |  |
| Print Name |  |  | Date |

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

# ATTACHMENT C – CONTRACT FORM

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



*If you are unable to access the contract form, please contact Nevada State Purchasing at*

[*srvpurch@admin.nv.gov*](mailto:srvpurch@admin.nv.gov) *for an emailed copy.*

# ATTACHMENT D – INSURANCE SCHEDULE FOR RFQ 3429

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



*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*](mailto:srvpurch@admin.nv.gov) *for an emailed copy.*

# ATTACHMENT E – 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 **SHALL** complete Part A of the Reference Questionnaire. |
| 2. | Proposing vendor **SHALL** send the following Reference Questionnaire to **EACH** business reference listed for completion of Part B, Part C and Part D. |
| 3. | Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:  State of Nevada, Purchasing Division  Subject: ***RFQ 3429***  Attention: ***Purchasing Division***  Email: [rfpdocs@admin.nv.gov](mailto:rfpdocs@admin.nv.gov)  Fax: 775-684-0188  Please reference the RFQ number in the subject line of the email or on the fax. |
| 4. | The completed Reference Questionnaire **SHALL** be received ***no later than 4:30 PM PT September 20, 2017*** |
| 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 shall 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. |



*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*](mailto:srvpurch@admin.nv.gov) *for an emailed copy.*

# ATTACHMENT F – PROPOSED STAFF RESUME

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



*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*](mailto:srvpurch@admin.nv.gov) *for an emailed copy.*

# ATTACHMENT G – COST SCHEDULE





*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*](mailto:srvpurch@admin.nv.gov) *for an emailed copy.*

# ATTACHMENT H – QUARTERLY REPORT FOR COURT REPORTING



*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*](mailto:srvpurch@admin.nv.gov) *for an emailed copy.*