



**STATE OF NEVADA**  
**DEPARTMENT OF ADMINISTRATION**  
**Purchasing Division**  
515 East Musser Street, Suite 300 | Carson City, NV 89701  
Phone: 775-684-0170 | Fax: 775-684-0188

Solicitation: **99SWC-S2676**  
For  
**TRANSCRIPTION SERVICES**

Release Date 02/06/2024  
Deadline for Submission and Opening Date and Time: **03/13/2024 @ 1:00 pm**

Single point of contact for the solicitation:  
ANNETTE MORFIN, PURCHASING OFFICER II  
Phone, 775-684-0185  
Email Address, [amorfin@admin.nv.gov](mailto:amorfin@admin.nv.gov)

(TTY for Deaf and Hard of Hearing, 800-326-6868  
Ask the relay agent to dial, 1-775-515-5173/V.)

**TABLE OF CONTENTS**

1.	APPLICABLE REGULATIONS GOVERNING PROCUREMENT .....	2
2.	PROJECT OVERVIEW .....	2
3.	SCOPE OF WORK.....	2
4.	ATTACHMENTS.....	7
5.	TIMELINE.....	8
6.	EVALUATION .....	8
7.	MANDATORY MINIMUM REQUIREMENTS .....	9
8.	CRITICAL ITEMS .....	9
9.	SUBMISSION CHECKLIST .....	11

## **1. APPLICABLE REGULATIONS GOVERNING PROCUREMENT**

- 1.1. 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).
- 1.2. SINGLE POINT OF CONTACT. Vendors and/or their representatives shall only contact the single point of contract or use the electronic procurement system regarding this solicitation until after a notice of award (NOA) has been issued. Failure to observe this restriction may result in disqualification of a proposal per NAC 333.155(3).
- 1.3. Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to NRS 281A, NRS 333.800, and NAC 333.155.

## **2. PROJECT OVERVIEW**

- 2.1. The State of Nevada, Purchasing Division, is seeking proposals from qualified vendors to provide transcription services of court, administrative proceedings, medical transcriptions, etc. Contracted vendors will not be attending the meetings. Services will be done upon request on an as needed basis. This RFP is strictly for transcription services.
- 2.2. Delivery will be within 14 days of receipt of order by the contracted vendor. The using agency will fax, e-mail or transmit via NevadaEPro the order to the vendor, when a transcript is requested. For agencies live in NevadaEPro, jobs will be sent via or accompanied by a Purchase Order in the system, for other users preferably by e-mail, possibly by CD or Flash Drive. Vendors may need to supply hard copies in the mail; however, most agencies are open to receiving the transcripts electronically.
- 2.3. Some State agencies are converting over to an electronic filing system and thus would request costs for electronic transcripts.
- 2.4. Vendors must be able to provide an accurate transcript of court, administrative proceedings, medical transcriptions, etc. produced by a transcriptionist.
- 2.5. The State does not guarantee any minimum number of meetings or other proceedings under this contract. No prior usage information is available; therefore, the approximate number of hearings/depositions, transcripts, using agencies, etc. is unavailable.
- 2.6. The State will award a maximum of three (3) contracts in conjunction with this RFP, as determined to be in the best interest of the State.
- 2.7. These contracts will be mandatory for state agencies. 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 RFP; however, they are not required to do so.
- 2.8. The State Purchasing Division will administer contract(s) resulting from this RFP. Individual agencies will be responsible for payment to the awarded vendor(s) for services rendered. The resulting contract(s) will be for an initial contract term of 4 years, anticipated to begin July 1, 2024 subject to Board of Examiners approval and expiring June 30, 2028 if agreed upon by both parties and in the best interests of the State.

## **3. SCOPE OF WORK**

### **3.1. TRANSCRIPTS**

- 3.1.1. Transcripts must be accurate and verbatim i.e. submitted typographically or grammatically free of error and will be produced from either a compact disc recording or digital file.
  - A. When a portion of a recording is incomprehensible, the word "unintelligible" should be used.
  - B. The format when an interpreter is used should be as follows:
    1. Appeals Officer Smith: Which day of the week did the injury occur?
    2. Interpreter: Monday

3. Appeals Officer Smith: How did you fall?
4. Interpreter: I was walking and tripped over a box.

- 3.1.2. The contracted vendor(s) are responsible for furnishing complete transcripts which 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.
- 3.1.3. The Hearings Division uses digital recorders to take the recording for future transcripts.
- 3.1.4. Other using agencies may use digital recorders or some other means of recording for future transcripts.
- 3.1.5. The Hearings Division uses the vendor’s FTP site to submit the recording.
- 3.1.6. It is unknown what methods would be used by other using agencies to submit their recordings for transcription.
- 3.1.7. A using agency that sends the contracted vendor(s) media, may or may not need it returned. It is probable to assume if it is the original, they would need it back.
- 3.1.8. There are no limitations on where the transcription services can be done. They just need to be accurate and done in the required time frame.
- 3.1.9. Vendors shall maintain confidentiality related to matters transcribed which are not public record or which contain protected or otherwise confidential information.

### 3.2. GENERAL INFORMATION REGARDING NEVADA STATE HEARINGS DIVISION TRANSCRIPTIONS

This section applies to the Hearings Division of the Department of Administration only.

- 3.2.1. The Hearings Division uploads digitally recorded files to the current vendor’s FTP site. The current vendor transcribes the hearing and returns the transcript to the Hearings Division via email.
- 3.2.2. The Hearings Division is but one of many agencies that may require this service.
- 3.2.3. Currently the Hearings Division receives completed transcripts electronically, so copies would not be necessary.
- 3.2.4. Currently the Hearings Division receives their transcripts as text files; Enterprise IT Services’ spam filtering tends to filter large word processing documents. The Hearings Division does not have any specific parameters regarding these e-mails nor is it aware of any specific parameters that would be required.
- 3.2.5. Enterprise IT Services has their own FTP services that outside vendors can register for and use; however, there is no encryption and/or security requirements with it.
- 3.2.6. The Hearings Division would prefer a WAV format or a common industry standard.
- 3.2.7. The audio format is primarily WAV but on occasion the Hearings Division uses some MP3 formats.
- 3.2.8. The Hearings Division is primarily utilizing Phillips digital recorders.
- 3.2.9. Administrative hearings held by the Hearings Division run for various lengths of time from ten (10) minutes to four (4) hours. The average length of time is approximately 45 minutes.
- 3.2.10. Fourteen (14) day delivery would refer to calendar days.
- 3.2.11. PDF files are satisfactory for electronic transcripts.
- 3.2.12. These transcripts are verbatim; thus, no grammatical corrections are allowed.
- 3.2.13. The transcript should be numbered consecutively when a hearing is continued due to time [one (1) hearing lasting multiple days].
  - A. When the same hearing lasts multiple days, the transcript is to be bound as one (1) transcript.
- 3.2.14. When a hearing is held one (1) day and an additional hearing is scheduled in the future on the same matter, those transcripts would be separated and numbered separately.
  - A. When the hearing is reset for different days, those transcripts are bound separately.

### 3.3. FORMAT FOR TRANSCRIPTS – NEVADA STATE HEARINGS DIVISION REQUIREMENTS

- 3.3.1. The vendor shall provide a transcript beginning with a cover page setting forth:
  - A. The title and number(s) of the proceeding;
  - B. The date and place of the proceeding;
  - C. The name of the transcription service
- 3.3.2. The transcript shall contain an appearance page with the names of the Hearings Officer, appeal number and Deputy Attorney General (or legal counsel), if appropriate. Names of counsel shall be indented 1 ½ inches from the left-hand margin line and single-spaced for convenience of identification.

- 3.3.3. The transcript must also include an index as described in paragraph 3.3.4 below. It shall follow the verbatim typewritten transcript of the proceeding in the order of presentation, together with the time the proceeding closed.
- 3.3.4. The index shall show the page numbers at which each matter begins and ends, as well as, action taken at the meetings to the right of the page numbers.
- 3.3.5. Transcripts shall be legibly typed with black record ribbon, xerographic (laser) printing or equal, on letter size (8 ½” x 11”) 20 lb. white unglazed paper of good quality, special onion skin, or similar stock as requested by the Division. Each page shall be ruled with one marginal line 1 ¾” from the left edge and with one marginal line 3/8” from the right edge of the paper. Transcript copies made by a duplicating process shall be on 20 lb. white paper of good quality and shall conform to the above size and margin requirements.

- A. Currently the Hearings Division receives completed transcripts electronically, so copies would not be necessary.
- B. If a copy by mail was requested, it would need to be an exact duplication of the original and the proposing vendor should include the amount they would charge for copies if that was requested by the using agency.

- 3.3.6. Each regular page of transcript shall contain 25 typewritten lines, not including the line containing the page number, double-spaced, 10 letters to an inch. Each line on each page, i.e., 1 to 25 inclusive, shall be numbered at left of the left marginal line.
- 3.3.7. Transcript Pagination. The paging of transcripts shall be in a single series of consecutive numbers, regardless of the number of days consumed in a particular proceeding. The paging of the transcript in a re-hearing, further hearings, or further meetings shall not follow consecutively the paging of the last previous proceedings, but shall begin with Page 1 for each day of the meetings.
- 3.3.8. Every completed Hearings Division’s transcript shall be punched in the top margin of the paper with a two-hole punch. A metal prong fastener must be inserted to hold the document together. This only applies to transcripts that are delivered by mail. The Hearings Division currently has all transcripts delivered electronically.

3.4. INFORMATION AND FORMAT OF TRANSCRIPTIONS – OTHER AGENCIES

- 3.4.1. Formatting of transcripts will be negotiated between the individual using agency and the awarded vendor. A sample transcript may be provided by the using agency to the contractor.
- 3.4.2. Awarded vendor(s) may be asked to provide a condensed or “mini script” transcript by the using agency. A sample of a “mini script” transcript is not available.

3.5. CERTIFICATION OF TRANSCRIBER AND PROOFREADER

- 3.5.1. All typewritten transcripts shall be proofread. At the end of each transcript (Hearings Division only), the vendor shall append a certificate which shall read as follows, including appropriate wording in the spaces bracketed:

<State of Nevada, Department of Administration, Hearings Division>  
 Certificate of Transcriber and Proofreader  
 -----

TITLE: <Hearing Title>  
 DATE: <Month, Day and Year>

We, the undersigned, do hereby certify that the foregoing pages, number \_\_\_\_ through \_\_\_\_, inclusive, are the true, accurate and complete transcript prepared from the digital recording made on <month, day and year> before the <Department of Administration, Hearings Division> at its session in <Carson City, Nevada>, in accordance with the applicable provision of the current verbatim transcribing contract of the <Department of Administration, Hearings Division>, and have verified the accuracy of the transcript by comparing the typewritten transcript against the verbal recording or stenographic transcript.

\_\_\_\_\_  
 <Date>                      <Transcriber Company>  
 \_\_\_\_\_  
 <Date>                      <Proofreader Company>

(This certificate may be photocopied and need not be typewritten.)

- 3.5.2. A certification sheet is necessary verifying that the typed transcript matches the audio.
- 3.6. COMPUTER READABLE DISKS, CDs AND CDRs COPIES
- 3.6.1. Certain using agencies may require the awarded vendor to furnish a computer readable compact disk copy of the official transcript.
- A. The disk shall conform to the specific formatting requirements of the using agency.
  - B. Each disk shall be clearly labeled with proceeding name, city and date. Where a transcript spans more than one diskette, the disks shall be labeled in sequential order.
  - C. The awarded vendor(s) shall make each disk “read only” by placing the disk in the “write protect” or “safe” position before distribution.
- 3.7. TRANSCRIPT ORDERS AND DELIVERY REQUIREMENTS
- 3.7.1. Orders for transcripts may vary by type and circumstance. Unless otherwise directed by the agency designee, standard delivery requirements are as follows:
- A. Original transcripts should be sent to the agency designee or Hearing Examiner, in the identified office. This applies only to the Nevada State Hearings Division transcripts.
- 3.7.2. Delivery requirements differing from those stated above will clearly be made known to the transcriptionist at the time of order. Penalties may be imposed against the contractor for failure to meet delivery requirements. (*Refer to Section 3.10 – Penalties*) of this document for additional clarification.
- 3.7.3. Transcription orders and delivery requirements shall be negotiated between the individual using agency and the contractor.
- 3.8. TIME LIMITS FOR STANDARD DELIVERIES OF TRANSCRIPTS AND TRANSCRIPT COPIES
- 3.8.1. When a contracted vendor(s) needs to turn down work because the deadlines do not meet company project loads; it must be turned down within a reasonable amount of time (an hour or two).
- 3.8.2. The following standard time limitations shall be imposed for delivery of transcripts and transcript copies as specified in Section 3.8. When the required delivery day falls on a Saturday, Sunday or State or Federal holiday, the following business day will be acceptable for delivery, unless otherwise specified by the end user. Exact requirements for expedited delivery will be made known to the vendor at the conclusion of each proceeding. Penalties may be imposed against the vendor for failure to meet time limitations or delivery of transcripts and transcript copies. (*Refer to Section 3.10 – Penalties*) for additional clarification.
- Transcripts of Hearings.** Delivery shall be completed as soon as possible, but not later than 5:00 p.m. of the fourteenth (14<sup>th</sup>) calendar day following the ordering of the transcript. This applies only to the Hearings Division; other State agencies using this contract may have different requirements.
- 3.8.3. Expedited – Second Day
- A. Delivery of transcripts and transcript copies is required as soon as possible, but not later than 5:00 p.m. of the second calendar day following the ordering of the transcript.
- 3.8.4. Expedited – Next Day
- A. Delivery of transcripts and transcript copies is required as soon as possible, but not later than 5:00 p.m. of the day following the ordering of the transcript.
- 3.9. TRANSCRIPT BILLING
- 3.9.1. The awarded vendor 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.
- 3.9.2. No additional payment will be made for the Certificate of Transcriber and Proofreaders as required in *Section 3.5*.
- 3.9.3. Billings shall be at the quoted contract rate for the length of transcript and type of delivery provided. Billings shall be in a format as agreed upon by the individual using agency. No additional charges of any type may be imposed.

- 3.9.4. Billings should be submitted as soon as possible after work is completed, but no later than thirty days after work is completed.
- 3.9.5. Payments for services properly billed by the contracted vendor(s) will be expedited by the using agency. Every effort will be made to provide payments to the vendor within two weeks from the date of billing approval.

3.10. PENALTIES

The following penalties are available only to the Hearings Division; other State agencies using this contract may have different requirements. The request for a transcript would be incomplete until the contracted vendor receives all parts of the request. For instance, if the request is made on Monday, but the digital files are not transmitted until Tuesday, the request is considered made on Tuesday.

- 3.10.1. **Timely Delivery:** The vendor shall be penalized a percentage for the cost of a transcript, in the amounts set forth below if a transcript is not timely delivered to the Hearing Officer or agency designee as specified:

A. Standard Deliveries	
B. 1 to 2 calendar days late .....	10%
C. 3 to 6 calendar days late .....	30%
D. More than 6 calendar days late .....	80%

- 3.10.2. Expedited Deliveries

A. More than 1 calendar day late .....	30%
B. More than 2 calendar days late .....	80%

- 3.10.3. **Deficient Transcript:** When a correction in the transcript is requested by the Hearing Officer, agency designee or using agency; the vendor shall make all corrections necessary for a complete and correct verbatim transcript. When there is any question of speaker or actual words spoken, the written transcript shall be compared to the digital recording. Using the word "speaker" is acceptable. This is not considered a violation; however, it should be mentioned to the agency every time it occurs, so the contact person can remind the Appeals Officer or conductor of the hearing. They would then remind those appearing before them to identify themselves. Corrected copies must be provided to the requestor within seven (7) calendar days from notification of the deficiency, at no additional charge.

- 3.10.4. **Grossly Deficient Transcript:** If the Hearing Officer, agency designee or 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, or illegible text, speaker misidentification, and incorrect pagination.

- 3.10.5. Continuing problems with areas discussed in the above paragraphs may result in the Division terminating the contract with 30 days written notice.

3.11. CONFLICT OF INTEREST

- 3.11.1. The contracted vendor(s) agree to continuously review new and upcoming projects in which members of the vendor team may be involved for potential conflicts of interest. The contracted vendor(s) shall immediately report any determination of potential conflict to the using agency.
- 3.11.2. The contracted vendor(s) shall be responsible for establishing and maintaining contractual agreements with and the reimbursement of each of the subcontractors for work performed in accordance with the terms of this contract.
- 3.11.3. The contracted vendor(s) shall be responsible for scheduling and assigning subcontractors to specific tasks in the manner described in this RFP, coordinating subcontractor accessibility to using agency staff and submitting completed products to the using agency.
- 3.11.4. 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 contracted vendor(s).
- 3.11.5. The contracted vendor(s) shall submit any proposed subcontractors not originally identified in the vendor's proposal, or any substitution of subcontractors to the Purchasing Division for approval prior to the contracted vendor(s) entering into same. Upon termination of any subcontractor, the end user shall be notified immediately.
- 3.11.6. The contracted vendor(s), their subcontractors and their employees shall be responsible in the performance of the contracted vendor's work under this contract for exercising the degree of skill and care required by customarily accepted good professional practices and procedures.
- 3.11.7. The contracted vendor(s), their subcontractors and their employees shall maintain confidentiality and appropriate data security related to recordings and transcript work product.

- 3.11.8. Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters: The contracted vendor(s) certifies, to the best of their knowledge and belief, that the proposer and/or any of its principals, employees or subcontractors:
- A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal agency;
  - B. 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;
  - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any offenses.
- 3.11.9. The contracted vendor(s) shall provide immediate written notice to the Purchasing Division if, at any time, the contracted vendor(s) learn that their certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 3.11.10. **Gratuities** – The Purchasing Division may, by written notice to the contracted vendor(s), terminate the right of the contracted vendor(s) to proceed under the contract if it is found, after proper investigation by the Purchasing Division or its duly authorized representative, that a gratuity was offered or given to the contracted vendor(s), or any agent or representative of the contracted vendor(s), to any officer or employee of the Purchasing 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 the performance of this contract.
- A. **Nondiscrimination Clause** – During the performance of this contract, the contracted vendor(s) and their 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 (over 40) or sex. The contracted vendor(s) and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment or subcontract are free of such discrimination. The contracted vendor(s) shall include the nondiscrimination and compliance provision of this clause in all subcontracts to perform work under this contract.

### 3.12. SUBCONTRACTORS

- 3.12.1. Contracted vendor(s) shall be responsible for establishing and maintaining contractual agreements with, and the reimbursement of each of, the subcontractors for work performed in accordance with the terms of this contract.
- 3.12.2. Contracted vendor(s) shall be responsible for scheduling and assigning subcontractors to specific tasks in the manner described in this agreement, coordinating subcontractor.

## 4. ATTACHMENTS

- 4.1. ATTACHMENTS INCORPORATED BY REFERENCE. To be read and not returned.
- 4.1.1. Terms and Conditions for Services
  - 4.1.2. Terms and Conditions for Goods
- 4.2. ATTACHMENTS FOR REVIEW. To be read and not returned (unless redlining).
- 4.2.1. Contract Form
  - 4.2.2. Insurance Schedule
- 4.3. PROPOSAL ATTACHMENTS. To be completed and returned.
- 4.3.1. Cost Schedule
  - 4.3.2. Proposed Staff Resume
  - 4.3.3. Reference Questionnaire
  - 4.3.4. Attachments for Signature

- A. Vendor Information Response
- B. Vendor Certifications
- C. Certification Regarding Lobbying
- D. Confidentiality and Certification of Indemnification

**5. TIMELINE**

- 5.1. QUESTIONS. All questions regarding this solicitation shall be submitted using the Bid Q&A feature in NevadaEPro.
- 5.2. TIMELINE. The following represents the proposed timeline for this project.
  - 5.2.1. All times stated are Pacific Time (PT).
  - 5.2.2. These dates represent a tentative schedule of events.
  - 5.2.3. The State reserves the right to modify these dates at any time.

A. Deadline for Questions .....	No later than 5:00 pm on 02/20/2024
B. Answers Posted.....	On or about 02/27/2024
C. Deadline for References.....	No later than 5:00 pm on 03/12/2024
D. Deadline Proposal Submission and Opening .....	No later than 1:00 pm on 03/13/2024
E. Evaluation Period (estimated).....	03/13/2024 – 03/26/2024
F. Notice of Intent (estimated).....	On or about 03/28/2024
G. Notice of Award (estimated).....	On or about 05/02/2024
H. BOE Approval (estimated) .....	06/11/2024
I. Contract start date (estimated) .....	07/01/2024

**6. EVALUATION**

- 6.1. Evaluation and scoring are conducted in accordance with NRS 333.335 and NAC 333.160-333.165.
  - 6.1.1. Proposals shall be kept confidential until a contract is awarded.
  - 6.1.2. In the event the solicitation is withdrawn prior to award, proposals remain confidential.
  - 6.1.3. The evaluation committee is an independent committee established to evaluate and score proposals submitted in response to the solicitation.
  - 6.1.4. Financial stability shall be scored on a pass/fail basis.
  - 6.1.5. Proposals shall be consistently evaluated and scored based upon the following factors and relative weights.

A. Demonstrated Competence .....	25
B. Experience in performance of comparable engagements.....	25
C. Cost.....	25
D. Expertise and availability of key personnel .....	20
E. Conformance with the terms of this RFP.....	5

- 6.1.6. Cost proposals will be evaluated based on the following formula.

A.  $\text{Cost Factor Weight} \times (\text{Lowest Cost Submitted by a Vendor} / \text{Proposer Total Cost}) = \text{Cost Score}$

**6.2. NEVADA-BASED BUSINESS PREFERENCE**

- 6.2.1. The State awards a five percent (5%) preference to Nevada-based businesses pursuant to NRS 333.3351 to 333.3356, inclusive.
- 6.2.2. Nevada-based business is defined in NRS 333.3352(1).
- 6.2.3. The term ‘principal place of business’ has the meaning outlined by the United States Supreme Court in *Hertz Corp v. Friend*, 559 U.S. 77 (2010), typically meaning a business’s corporate headquarters.
- 6.2.4. To claim this preference a vendor must indicate it on their vendor account and submitted Quote in NevadaEPro.
- 6.2.5. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

**6.3. INVERSE PREFERENCE**



- 6.3.1. The State applies an inverse preference to vendors that have a principal place of business in a state other than Nevada and that state applies an in-state preference not afforded to Nevada based vendors, pursuant to AB28 passed in the 81<sup>st</sup> session of the Nevada Legislature.
- 6.3.2. The amount of the inverse preference is correlated to the amount of preference applied in the other state.
- 6.3.3. Vendors who meet this criterion must indicated it on their submitted Quote in NevadaEPro.
- 6.3.4. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

## **7. MANDATORY MINIMUM REQUIREMENTS**

- 7.1. Pursuant to NRS 333.311 a contract cannot be awarded to a proposal that does not comply with the requirements listed in this section. Proposal shall include confirmation of compliance with all mandatory minimum requirements.
- 7.2. NEVADA LAW AND STATE INDEMNITY. Pursuant to NRS 333.339, any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.
- 7.3. NO BOYCOTT OF ISRAEL. Pursuant to NRS 333.338, the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).
- 7.4. INDEMNIFICATION. Required contract terms on Indemnification: "To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract."
- 7.5. LIMITED LIABILITY. Required contract terms on Limited Liability: "The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited."
- 7.6. CONTRACT RESPONSIBILITY. Awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this solicitation, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 7.7. DATA ENCRYPTION. State IT requires that data be encrypted in transit and in rest.
- 7.8. STATESIDE DATA. State IT requires that State data assets must be maintained in the United States and data will not be held offshore.
- 7.9. NEVADA BUSINESS LICENSE. Pursuant to NRS 353.007, prior to contract execution awarded vendor must hold a state business license pursuant to NRS chapter 76 unless exempted by NRS 76.100(7)(b).
- 7.10. DISCLOSURE. 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.

## **8. CRITICAL ITEMS**

- 8.1. In addition to the *Scope of Work* and *Attachments*, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring the proposal. Vendor proposal should address items in this section

in enough detail to provide evaluators an accurate understanding of vendor capabilities. Proposals that fail to sufficiently respond to these items may be considered non-responsive.

8.2. CONTRACT FORM. The State strongly prefers vendors agree to the terms of the attached *Contract Form* as is. Ability to agree to contract terms is a high priority to the State. Vendors who cannot agree to the contract as is must include a redlined Word version of the attached *Contract Form* with their proposal response. To the extent a vendor has prior contractual dealings with the State, no assumption should be made that terms outside those provided herein have any influence on this project.

### 8.3. INSURANCE SCHEDULE

8.3.1. The State strongly prefers vendors agree to the terms of the attached *Insurance Schedule* as is. Vendors who cannot agree must explain which areas are causing non-compliance and attach a red line if necessary.

8.3.2. Awarded vendor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract.

8.3.3. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages.

8.3.4. Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.

### 8.4. VENDOR BACKGROUND

8.4.1. Company background/history and why vendor is qualified to provide the services described in this solicitation.

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

### 8.5. VENDOR STAFF RESUMES

8.5.1. A resume shall be included for each proposed key personnel, see *Proposed Staff Resume*.

8.5.2. A resume shall also be included for any proposed key subcontractor personnel.

### 8.6. SUBCONTRACTORS

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

8.6.2. Proposal should include a completed *Vendor Information Response* form for each subcontractor.

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

8.6.4. Vendor proposal shall identify specific requirements of the project for which each subcontractor shall perform services.

A. How the work of any subcontractor(s) shall be supervised

B. How channels of communication shall be maintained

C. How compliance with contracts terms and conditions will be assured

D. Previous experience with subcontractor(s)

### 8.7. VENDOR FINANCIAL INFORMATION

8.7.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.

8.7.2. This information should be submitted as a separate attachment, flagged as confidential in NevadaEPro.

8.7.3. Proposing vendor shall provide the following financial information and documentation:

A. Dun and Bradstreet Number

B. Federal Tax Identification Number

### 8.8. BUSINESS REFERENCES

8.8.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.

- 8.8.2. Vendors shall provide a minimum of three (3) business references from similar projects performed for private and/or public sector clients within the last five (5) years, see *Reference Questionnaire*.
- 8.8.3. The purpose of these references is to document relevant experience and aid in the evaluation process.
- 8.8.4. Business references should return *Reference Questionnaire* directly to Single Point of Contact via email.
- 8.8.5. Business references will not be accepted directly from proposing vendor.
- 8.8.6. Business references shall not be requested from the soliciting agency.
- 8.8.7. The State will not disclose submitted references, but will confirm if a reference has been received.
- 8.8.8. The State reserves the right to contact references during evaluation.

## 9. SUBMISSION CHECKLIST

9.1. This section identifies documents that shall be submitted to be considered responsive. Vendors are encouraged to review all requirements to ensure all requested information is included in their response.

- 9.1.1. Proposals must be submitted as a Quote through NevadaEPro, <https://NevadaEPro.com>.
- 9.1.2. Vendors are encouraged to submit a single file attachment per proposal section if possible.
- 9.1.3. Technical proposal information and Cost proposal information shall not be included in the same attachment.
- 9.1.4. Cost proposal attachment shall not be flagged as confidential in NevadaEPro.
- 9.1.5. Additional attachments may be included, but are discouraged and should be kept to a minimum.

### 9.2. TECHNICAL PROPOSAL

- A. Title Page
- B. Table of Contents
- C. Response to Mandatory Minimum Requirements
- D. Response to Critical Items
- E. Response to Scope of Work
- F. Proposed Staff Resumes
- G. Other Informational Material

9.3. PROPRIETARY INFORMATION. If necessary. Attachment should be flagged confidential in NevadaEPro.

- A. Title Page
- B. Table of Contents
- C. Trade Secret information, cross referenced to the technical proposal

### 9.4. COST PROPOSAL

9.5. VENDOR FINANCIAL INFORMATION. Attachment should be flagged confidential in NevadaEPro.

### 9.6. SIGNED ATTACHMENTS

- A. Vendor Information Response
- B. Vendor Certifications
- C. Confidentiality and Certification of Indemnification
- D. Certification Regarding Lobbying

9.7. OTHER ATTACHMENTS. If necessary, not recommended.

9.8. REFERENCE QUESTIONNAIRES. Not submitted directly by vendor.