



State of Nevada
State Public Charter School Authority
Request for Qualifications: SPCSA-Q1
For
Charter School External Reviewers

Release Date: 12/23/15

Deadline for Submission and Opening Date and Time: **January 11, 2016 @ 2:00 pm**

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

For additional information, please contact:

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Refer to Section 9 for instructions on submitting proposals

VENDOR INFORMATION SHEET FOR RFQ SPCSA-Q1

Vendor Must:

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

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

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

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

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

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

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

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

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

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

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

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

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A Request for Qualifications process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors' technical exceptions and/or assumptions should be clearly stated in Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFQ SPCSA-Q1. Exceptions and/or assumptions will be considered during the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered. The State reserves the right to limit the Qualifications prior to award, if deemed in the best interest of the State per NRS 333.350(1).

1. OVERVIEW OF PROJECT

The State Public Charter School Authority is seeking to establish a pool of qualified peer reviewers to read and evaluate charter school applications and other documents related to the operation and/or authorizing of charter schools. This solicitation will result in awards to multiple vendors based on vendor qualifications and services provided. Each vendor would be under a four-year contract term with the possibility of renewal at the completion of the four years if deemed to be in the best interest of the State. Contracted services will be requested on an as needed basis related to actual charter submissions received. Services provided under awarded contracts will be required to be completed in compliance with designated timeframes based on the type of submission received.

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

2. ACRONYMS / DEFINITIONS

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

| Acronym | Description |
|---------------------------------|--|
| <i>Assumption</i> | An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence. |
| <i>Awarded Vendor</i> | The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFQ. |
| <i>BOE</i> | State of Nevada Board of Examiners |
| <i>Confidential Information</i> | Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS §333.020(5) (b). |
| <i>Contract Approval Date</i> | The date the State of Nevada Board of Examiners officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful vendor. |
| <i>Contract Award</i> | The date when vendors are notified that a contract has been successfully |

| Acronym | Description |
|--------------------------------|--|
| Date | negotiated, executed and is awaiting approval of the Board of Examiners. |
| Contractor | The company or organization that has an approved contract with the State of Nevada for services identified in this RFQ. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance. |
| Cross Reference | A reference from one document/section to another document/section containing related material. |
| Division | State Public Charter School Authority |
| Evaluation Committee | 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. |
| Exception | A formal objection taken to any statement/requirement identified within the RFQ. |
| Key Personnel | Vendor staff responsible for oversight of work during the life of the project and for deliverables, as applicable. |
| LOI | Letter of Intent - notification of the State's intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award. |
| May | Indicates something that is not mandatory but permissible. |
| Must | Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive. |
| NAC | Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: www.leg.state.nv.us . |
| NOA | Notice of Award – formal notification of the State's decision to award a contract, pending Board of Examiners' approval of said contract, any non-confidential information becomes available upon written request. |
| NRS | Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: www.leg.state.nv.us . |
| Pacific Time (PT) | Unless otherwise stated, all references to time in this RFQ and any subsequent contract are understood to be Pacific Time. |
| Proprietary Information | Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a). |

| Acronym | Description |
|------------------------------|--|
| <i>Public Records</i> | All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]). |
| <i>Redacted</i> | The process of removing confidential or proprietary information from a document prior to release of information to others. |
| <i>RFQ</i> | Request for Qualifications; a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection. |
| <i>Shall</i> | Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive. |
| <i>Should</i> | Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information. |
| <i>SPCSA</i> | State Public Charter School Authority |
| <i>State</i> | The State of Nevada and any agency identified herein. |
| <i>Subcontractor</i> | Third party, not directly employed by the vendor, who will provide services identified in this RFQ. This does not include third parties who provide support or incidental services to the vendor. |
| <i>Trade Secret</i> | Information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. |
| <i>Vendor</i> | Organization/individual submitting a proposal in response to this RFQ. |
| <i>Will</i> | Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive. |
| | |

2.1 STATE OBSERVED HOLIDAYS

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

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

3. QUALIFICATIONS

The process by which proposals will be considered for funding under this RFQ consists of a determination of whether or not the vendor qualifies under the set of General Minimum Qualifications. If a vendor is determined to not meet at least one of these General Minimum Qualifications, the proposal in its entirety will not be considered for funding.

If the vendor qualifies under the set of General Minimum Qualifications and a contract for services is offered the General Minimum Requirements will need to be met.

3.1 GENERAL MINIMUM QUALIFICATIONS

The State Public Charter School Authority is seeking external reviewers with expertise in at least one of the following areas:

- 3.1.1 Charter Management Organizations
- 3.1.2 Charter School Planning, Program Design, and Implementation
- 3.1.3 High-Quality Charter School Start-Up and Expansion
- 3.1.4 Charter or Public School Assessment and Evaluation
- 3.1.5 Charter School Policy and Research
- 3.1.6 Charter School Authorizing
- 3.1.7 Charter School Leadership and Professional Development
- 3.1.8 Charter or Public School Administration and Operation
- 3.1.9 General School Finance, Federal Programs, or Special Education
- 3.1.10 Fund Raising and Community Outreach

3.2 GENERAL MINIMUM REQUIREMENTS

In addition to the expertise above, reviewers will independently read, score, and provide written recommendations for Charter School applications and other documents submitted to the State Public Charter School Authority. Expectations for peer reviewers selected are:

- 3.2.1 The application and other charter documents review will be conducted electronically from the reviewer's location.
- 3.2.2 The reviewer must have access to the internet, a phone, and a printer, and have the ability to interact within a web-based environment.
- 3.2.3 The reviewer must be available to participate in a capacity interview by conference call.
- 3.2.4 The reviewer must create a rubric on which to score each application or other charter documents, unless one is provided.
- 3.2.5 The reviewer must provide detailed, objective, constructive, and timely written recommendations for each document reviewed, written recommendations may be made public and may be used to recommend items for consideration to the State Public Charter School Authority board.

4. COMPANY BACKGROUND AND REFERENCES

4.1 PRIMARY VENDOR INFORMATION

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

| Question | Response |
|--|----------|
| Company name: | |
| Ownership (sole proprietor, partnership, etc.): | |
| State of incorporation: | |
| Date of incorporation: | |
| # of years in business: | |
| List of top officers: | |
| Location of company headquarters: | |
| Location(s) of the company offices: | |
| Location(s) of the office that will provide the services described in this RFQ: | |
| Number of employees locally with the expertise to support the requirements identified in this RFQ: | |
| Number of employees nationally with the expertise to support the requirements in this RFQ: | |
| Location(s) from which employees will be assigned for this project: | |

4.1.2 **Please be advised**, pursuant to NRS §80.010, incorporated companies must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS §80.015.

- 4.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the Office of the Secretary of State pursuant to NRS §76. Information regarding the Nevada Business License can be located at <https://nvsos.gov/index.aspx?page=419>. Vendors must provide the following:

| 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.

- 4.1.4 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.
- 4.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

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

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: | |

- 4.1.6 Are you or any of your employees now or have 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 will be performing or producing the services which you will be contracted to provide under this contract, you must disclose the identity of each such person in your response to this RFQ, and specify the services that each person will be expected to perform.

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

Does any of the above apply to your company?

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

If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

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

- 4.1.8 Vendors must review the insurance requirements specified in **Attachment E, Insurance Schedule for RFQ SPCSA-Q1**. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in **Attachment E**.

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

Any exceptions and/or assumptions to the insurance requirements *must* be identified on *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFQ SPCSA-Q1*. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Upon contract award, the successful vendor *must* provide the Certificate of Insurance identifying the coverages as specified in *Attachment E, Insurance Schedule for RFQ SPCSA-Q1*.

- 4.1.9 Company background/history and why vendor is qualified to provide the services described in this RFQ.
- 4.1.10 Length of time vendor has been providing services described in this RFQ to the public and/or private sector. Please provide a brief description.
- 4.1.11 Financial information and documentation to be included in *Part II*, of vendor’s response in accordance with *Section 9.4, Confidential Information*.
 - 4.1.11.1 Dun and Bradstreet Number
 - 4.1.11.2 Federal Tax Identification Number

4.2 SUBCONTRACTOR INFORMATION

4.2.1 Does this proposal include the use of subcontractors?

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

If “Yes”, vendors must:

- 4.2.1.1 Identify specific subcontractors and the specific requirements of this RFQ for which each proposed subcontractor will perform services.
- 4.2.1.2 If any tasks are to be completed by subcontractor(s), vendors must:
 - A. Describe the relevant contractual arrangements;
 - B. Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and
 - C. Describe your previous experience with subcontractor(s).
- 4.2.1.3 Vendors must describe the methodology, processes and tools utilized for:

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

4.3 BUSINESS REFERENCES

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

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

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

- 4.3.3 Vendors must also submit **Attachment F, Reference Questionnaire** to the business references that are identified in **Section 4.3.2**.
- 4.3.4 The company identified as the business references must submit the Reference Questionnaire directly to the SPCSA.
- 4.3.5 It is the vendor's responsibility to ensure that completed forms are received by the SPCSA on or before the deadline as specified in **Section 8, RFQ SPCSA-Q1 Timeline** for inclusion in the evaluation process. Reference Questionnaires not

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

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

4.4 VENDOR STAFF RESUMES

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

5. COST

Vendors will be selected based solely on their Statement of Qualifications. Once vendors have been selected, the State Public Charter School Authority will compensate a flat rate of \$1,000.00 per application or other charter school documentation reviewed by qualified vendors with approved contracts, not to exceed \$24,000.00 for the term of the contract.

6. FINANCIAL

6.1 PAYMENT

- 6.1.1 Upon review and acceptance by the State, payments for invoices are normally made within 30-45 days of receipt, providing all required information, documents and/or attachments have been received.
- 6.1.2 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.
- 6.1.3 Payment tied to specific milestones or deliverables.

Invoices are to be submitted upon completion of contract milestones (if known, list); using agency approval will be upon satisfactory completion as determined by the agency's contract monitor.

6.2 BILLING

- 6.2.1 The State does not issue payment prior to receipt of goods or services.
- 6.2.2 The vendor must bill the State as outlined in the approved contract and/or payment schedule.

7. WRITTEN QUESTIONS AND ANSWERS

7.1 QUESTIONS AND ANSWERS

- 7.1.1 In lieu of a pre-proposal conference, the SPCSA will accept questions and/or comments in writing, received either by email or facsimile regarding this RFQ.
- 7.1.2 Questions must reference the identifying **RFQ SPCSA-Q1** and be addressed to the State of Nevada, State Public Charter School Authority, Attn: Katie Higday, emailed to khigday@spcsa.nv.gov or faxed to 775-687-9113.
- 7.1.3 The deadline for submitting questions is as specified in *Section 8, RFQ SPCSA-Q1 Timeline*.
- 7.1.4 Vendors must provide their company name, address, phone number, email address, fax number, and contact person when submitting questions.
- 7.1.5 All questions and/or comments will be addressed in writing and responses emailed or faxed to prospective vendors on or about the date specified in *Section 8, RFQ SPCSA-Q1 Timeline*.

8. RFQ TIMELINE

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

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.

| Task | Date/Time |
|--|-------------------------------------|
| Deadline for submitting questions | 01/04/2016 @ 2:00 PM |
| Answers posted to website | On or about 01/06/2016 |
| Deadline for submittal of Reference Questionnaires | No later than 4:30 PM on 01/11/2016 |
| Deadline for submission and opening of proposals | No later than 2:00 PM on 01/11/2016 |
| Evaluation period (approximate time frame) | 01/11/2016 – 01/15/2016 |
| Selection of vendor | On or about 01/15/2016 |
| Anticipated BOE approval | 02/01/2016 |
| Contract start date (contingent upon BOE approval) | 02/01/2016 |

9. PROPOSAL SUBMISSION INSTRUCTIONS

9.1 GENERAL SUBMISSION INSTRUCTIONS

Vendors' proposals must be packaged and submitted in counterparts; therefore, vendors must pay close attention to the submission requirements.

If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with ***Section 9.4, Part II Confidential Information***. Specific references made to the tab, page, section and/or paragraph where the confidential information can be located must be identified on ***Attachment A, Confidentiality and Certification of Indemnification*** and comply with the requirements stated in ***Section 9.6, Confidentiality of Proposals***.

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

9.1.1 All information is to be completed as requested.

9.1.2 Although it is a public opening, only the names of the vendors submitting proposals will be announced per NRS 333.335(6). Technical details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the SPCSA designee as soon as possible and at least two (2) days in advance of the opening.

9.1.3 If discrepancies are found between two (2) or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one (1) copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one (1) copy to be used as the master.

9.1.4 For ease of evaluation, the proposal must be presented in a format that corresponds to and references sections outlined within this RFQ and must be presented in the same order. Written responses must be in bold/italics and placed immediately following the applicable RFQ question, statement and/or section. Exceptions/assumptions to this may be considered during the evaluation process.

9.1.5 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.

Unnecessarily elaborate responses beyond what is sufficient to present a complete and effective response to this RFQ are not desired and may be construed as an indication of the proposer's lack of environmental and cost

consciousness. Unless specifically requested in this RFQ, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

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

- 9.1.5.1 Be submitted on recycled paper;
 - 9.1.5.2 Not include pages of unnecessary advertising;
 - 9.1.5.3 Be printed on both sides of each sheet of paper; and
 - 9.1.5.4 Be contained in re-usable binders rather than with spiral or glued bindings.
- 9.1.6 For purposes of addressing questions concerning this RFQ, the sole contact will be the SPCSA as specified on Page 1 of this RFQ. Upon issuance of this RFQ, other employees and representatives of the agencies identified in the RFQ will not answer questions or otherwise discuss the contents of this RFQ with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 9.1.7 Any vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the SPCSA. To be considered, a request for review must be received no later than the deadline for submission of questions.

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

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

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

9.2 PART I – TECHNICAL PROPOSAL

- 9.2.1 The Statement of Qualifications and must include:

- 9.2.1.1 One (1) original marked “MASTER”; and
- 9.2.1.2 Two (2) identical copies.

9.2.2 The Statement of Qualifications *must not include* confidential information (refer to *Section 9.4, Part II, Confidential Information*) or cost and/or pricing information. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.

9.2.3 Format and Content

9.2.3.1 Tab I – Title Page

The title page must include the following:

| Part I – Technical Proposal | |
|-----------------------------|----------------------------|
| RFQ Title: | Charter External Reviewers |
| RFQ: | SPCSA-Q1 |
| Vendor Name: | |
| Address: | |
| Proposal Opening Date: | 01/11/2016 |
| Proposal Opening Time: | 2:00 pm |

9.2.3.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

9.2.3.3 Tab III – Vendor Information Sheet

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

9.2.3.4 Tab IV – State Documents

The State documents tab must include the following:

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

- C. Attachment C – Vendor Certifications with an original signature by an individual authorized to bind the organization.
- D. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.
- E. Copies of applicable certifications and/or licenses.

9.2.3.5 Tab V – Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFQ SPCSA-Q1

- A. **Attachment B** with an original signature by an individual authorized to bind the organization must be included in this tab.
- B. If the exception and/or assumption require a change in the terms or wording of any section of the RFQ, the contract, or any incorporated documents, vendors must provide the specific language that is being proposed on **Attachment B**.
- C. Only technical exceptions and/or assumptions should be identified on **Attachment B**.
- D. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

9.2.3.6 Tab VI – Statement of Minimum Qualification

Vendors must provide a written statement of areas of expertise in relation to items identified in **Section 3.4**.

9.2.3.7 Tab VII – Section 4 – Company Background and References

Vendors must place their written response(s) in **bold/italics** immediately following the applicable RFQ question, statement and/or section. This section must also include the requested information in **Section 4**, if applicable.

9.2.3.8 Tab VIII – Attachment G – Proposed Staff Resumes(s)

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

9.2.3.9 Tab IX – Other Informational Material

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

9.3 PART II – CONFIDENTIAL INFORMATION

9.3.1 The confidential information proposal must include:

9.3.1.1 One (1) original marked “MASTER”; and

9.3.2 Format and Content

9.3.2.1 Tab I – Title Page

The title page must include the following:

| Part II – Confidential Information | |
|------------------------------------|----------------------------|
| RFQ Title: | Charter External Reviewers |
| RFQ: | SPCSA-Q1 |
| Vendor Name: | |
| Address: | |
| Proposal Opening Date: | 01/11/2016 |
| Proposal Opening Time: | 2:00 pm |

9.3.2.2 Tab II - Confidential Technical Information

- A. Vendors only need to submit information in Tab II if the proposal includes any confidential technical information (*Refer to Attachment A, Confidentiality and Certification of Indemnification*).
- B. Vendors must cross reference back to the technical proposal sections, as applicable.

9.3.2.3 Tab III – Confidential Financial Information

Vendors must place the information requested in *Section 4.1.11* in this tab

9.4 CONFIDENTIALITY OF PROPOSALS

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

9.4.2 Vendors are required to submit written documentation in accordance with *Attachment A, Confidentiality and Certification of Indemnification*

demonstrating the material within the proposal marked “confidential” conforms to NRS §333.333, which states “Only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5)”. Not conforming to these requirements will cause your proposal to be deemed non-compliant and will not be accepted by the State of Nevada.

- 9.4.3 Vendors acknowledge that material not marked as “confidential” will become public record upon contract award.
- 9.4.4 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.
- 9.4.5 Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by release of said information.

9.5 PROPOSAL PACKAGING

- 9.5.1 Technical proposals and confidential information must be sealed separately and clearly identified.
- 9.5.2 Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate these labels for ease and accuracy of proposal packaging.

| | |
|---|----------------------------|
| Katie Higday State Public Charter School Authority 1749 N. Stewart St. #40 Carson City, NV 89706 | |
| RFQ: | SPCSA-Q1 |
| PROPOSAL OPENING DATE: | 01/11/2016 |
| PROPOSAL OPENING TIME: | 2:00 pm |
| FOR: | Charter External Reviewers |
| VENDOR’S NAME: | |

- 9.5.3 Proposals *must be received at the address referenced below no later than the date and time specified in Section 8, RFQ Timeline.* Proposals that do not arrive by proposal opening time and date *will not be accepted.* Vendors may submit their proposal any time prior to the above stated deadline.
- 9.5.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared.
- 9.5.5 Email, facsimile, or telephone proposals will NOT be considered; however, at the State’s discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFQ document. Proposal may be modified by email, facsimile, or written notice provided such notice is received prior to the opening of the proposals.

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

| | |
|---|----------------------------|
| Katie Higday State Public Charter School Authority 1749 N. Stewart St. #40 Carson City, NV 89706 | |
| RFQ: | SPCSA-Q1 |
| PROPOSAL COMPONENT: | PART I - TECHNICAL |
| PROPOSAL OPENING DATE: | 01/11/2016 |
| PROPOSAL OPENING TIME: | 2:00 pm |
| FOR: | Charter External Reviewers |
| VENDOR'S NAME: | |

- 9.5.7 Confidential Information shall be submitted to the State in a sealed package and be clearly marked as follows:

| | |
|---|---------------------------------------|
| Katie Higday State Public Charter School Authority 1749 N. Stewart St. #40 Carson City, NV 89706 | |
| RFQ: | SPCSA-Q1 |
| PROPOSAL COMPONENT: | PART II – CONFIDENTIAL INFORMATION |
| PROPOSAL OPENING DATE: | 01/16/2016 |
| PROPOSAL OPENING TIME: | 2:00 pm |
| FOR: | Charter External Reviewers |
| VENDOR'S NAME: | |

10. PROPOSAL EVALUATION AND AWARD PROCESS

- 10.1 Proposals shall be consistently evaluated and scored in accordance with NRS §333.335(3) based upon the following criteria:
- 10.1.1 Demonstrated competence
 - 10.1.2 Experience in performance of comparable engagements
 - 10.1.3 Conformance with the terms of this RFQ
 - 10.1.4 Expertise and availability of key personnel

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

Proposals shall be kept confidential until a contract is awarded.

- 10.2 Any member of the agency may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.
- 10.3 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS §333.335.
- 10.4 Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive 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.
- 10.5 A Notification of Intent to Award shall be issued in accordance with NAC §333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFQ.
- 10.6 Any contract resulting from this RFQ shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 333.700).

11. TERMS AND CONDITIONS

11.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

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

- 11.1.1 This procurement is being conducted in accordance with NRS chapter 333 and NAC chapter 333.

- 11.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFQ, or to withdraw this RFQ, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 11.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 11.1.4 The failure to separately package and clearly mark **Part II** – which contains confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 11.1.5 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements and lease purchase agreements. The omission of these documents renders a proposal non-responsive.
- 11.1.6 The State reserves the right to reject any or all proposals received prior to contract award (NRS §333.350).
- 11.1.7 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS §333.335).
- 11.1.8 Any irregularities or lack of clarity in the RFQ should be brought to the SPCSA designee’s attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 11.1.9 Descriptions on how any and all services and/or equipment will be used to meet the requirements of this RFQ shall be given, in detail, along with any additional informational documents that are appropriately marked.
- 11.1.10 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFQ or by addendum or amendment.
- 11.1.11 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 11.1.12 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter §281 and NRS Chapter §284.
- 11.1.13 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS §333.350(3).

- 11.1.14 Awarded vendors agree to provide the purchased services at the costs, rates and fees as set forth in this RFQ. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 11.1.15 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the vendor in responding to the RFQ, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 11.1.16 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The masters of the technical proposal and confidential financial information of each response shall be retained for official files.
- 11.1.17 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 11.1.18 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and chapter 333 of the NAC.

11.2 CONTRACT TERMS AND CONDITIONS

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

- 11.2.1 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFQ, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 11.2.2 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFQ. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.
- 11.2.3 The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.

- 11.2.4 **Attachment B** of this RFQ shall constitute an agreement to **all** terms and conditions specified in the RFQ, except such terms and conditions that the vendor expressly excludes. Exceptions and assumptions will be taken into consideration as part of the evaluation process; however, vendors **must** be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.
- 11.2.5 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties will consist of the RFQ together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, any modifications and clarifications to the awarded vendor's proposal, the RFQ, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 11.2.6 Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFQ and any local government may join or use any contract resulting from this RFQ subject to all terms and conditions thereof pursuant to NRS 332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFQ.
- 11.2.7 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
- 11.2.8 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.

11.3 PROJECT TERMS AND CONDITIONS

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

11.3.1 Award of Related Contracts

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

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

11.3.2 Products and/or Alternatives

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

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

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

11.3.3 State Owned Property

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

11.3.4 Inspection/Acceptance of Work

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

11.3.4.2 Any progress inspections and approval by the State of any item of work shall not forfeit the right of the State to require the correction

of any faulty workmanship or material at any time during the course of the work and warranty period thereafter, although previously approved by oversight.

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

11.3.5 Travel

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

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

11.3.5.2 The travel expense form, with original signatures, must be submitted with the vendor's invoice.

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

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

11.3.6 Completion of Work

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

11.3.7 Right to Publish

11.3.7.1 All requests for the publication or release of any information pertaining to this RFQ and any subsequent contract must be in writing and sent to the Director of the SPCSA or designee.

11.3.7.2 No announcement concerning the award of a contract as a result of this RFQ can be made without prior written approval of the Director of SPCSA or designee.

11.3.7.3 As a result of the selection of the contractor to supply the requested services, the State is neither endorsing nor suggesting the contractor is the best or only solution.

11.3.7.4 The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with the specific advance written authorization of the Director of SPCSA or designee.

11.3.7.5 Throughout the term of the contract, the contractor must secure the written approval of the State per *Section 11.3.7.2* prior to the release of any information pertaining to work or activities covered by the contract.

11.3.8 Protection of Sensitive Information

Protection of sensitive information will include the following:

11.3.8.1 Sensitive information in existing legacy applications will encrypt data as is practical.

11.3.8.2 Confidential Personal Data will be encrypted whenever possible.

11.3.8.3 Sensitive Data will be encrypted in all newly developed applications.

12. SUBMISSION CHECKLIST

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

| Part I – Technical Proposal Submission Requirements | | Completed |
|---|--|------------------|
| Required number of Technical Proposals per submission requirements | | |
| Tab I | Title Page | |
| Tab II | Table of Contents | |
| Tab III | Vendor Information Sheet | |
| Tab IV | State Documents | |
| Tab V | Attachment B – Technical Proposal Certification of Compliance with Terms and Conditions of RFQ | |
| Tab VI | Section 3 – Statement of Qualifications | |
| Tab VII | Section 4 – Company Background and References | |
| Tab VIII | Attachment G – Proposed Staff Resume(s) | |
| Tab IX | Other Information Material | |
| Part II – Confidential Information Submission Requirements | | |
| Required number of Confidential Financial Proposals per submission requirements | | |
| Tab I | Title Page | |

| | | |
|---|------------------------------------|--|
| Tab II | Confidential Technical Information | |
| Tab III | Confidential Financial Information | |
| Reference Questionnaire Reminders | | |
| Send out Reference Forms for Vendor (with Part A completed) | | |
| Send out Reference Forms for proposed Subcontractors (with Part A completed, if applicable) | | |

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

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

In accordance with the Submittal Instructions of this RFQ, vendors are requested to submit confidential information in a separate binder marked “**Part II - Confidential Information**”.

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

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

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

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

| Part II – Confidential Technical Information | | | |
|---|--|----|--|
| YES | | NO | |
| Justification for Confidential Status | | | |
| | | | |

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

Company Name

Signature

Print Name

Date

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

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

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

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

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

If the exception and/or assumption require a change in the terms in any section of the RFQ, the contract, or any incorporated documents, vendors *must* provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Company Name

Signature

Print Name

Date

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

EXCEPTION SUMMARY FORM

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

ASSUMPTION SUMMARY FORM

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

ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

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

Vendor Company Name

Vendor Signature

Print Name

Date

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

ATTACHMENT D – CONTRACT FORM

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

If exceptions and/or assumptions require a change to the Contract Form, vendors *must* provide the specific language that is being proposed on *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFQ*.

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



contract.doc

ATTACHMENT E – INSURANCE SCHEDULE FOR RFQ SPCSA-Q1

The following Insurance Schedule is provided as a courtesy to vendors interested in responding to this RFQ. Please review the terms and conditions in the Insurance Schedule, as this is the standard insurance schedule used by the State for all services of independent contractors.

If exceptions and/or assumptions require a change to the Insurance Schedule, vendors *must* provide the specific language that is being proposed on *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFQ*.

Standard Professional Service Contracts

INDEMNIFICATION CLAUSE:

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

INSURANCE REQUIREMENTS:

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

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

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

1. **Commercial General Liability – Occurrence Form**

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

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

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

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

| | |
|-----------------------------|-------------|
| Combined Single Limit (CSL) | \$1,000,000 |
|-----------------------------|-------------|

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

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

| | |
|-------------------------|-----------|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| Each Accident | \$100,000 |
| Disease – Each Employee | \$100,000 |
| Disease – Policy Limit | \$500,000 |

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

4. **Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

| | |
|------------------|-------------|
| Each Claim | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the State of Nevada, Department (Division) of _____ is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(State agency Representative's Name & Address)**.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(State Agency Representative's Name and Address)**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Risk Management Division or the Attorney General's Office, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ATTACHMENT F – REFERENCE QUESTIONNAIRE

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

| INSTRUCTIONS TO PROPOSING VENDOR | |
|---|--|
| 1. | Proposing vendor or vendor’s proposed subcontractor MUST complete Part A of the Reference Questionnaire. |
| 2. | Proposing vendor MUST send the following Reference Questionnaire to EACH business reference listed for completion of Part B, Part C and Part D. |
| 3. | <p>Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:</p> <p style="margin-left: 40px;">State of Nevada, State Public Charter School Authority Subject: <i>RFQ SPCSA-Q1</i> Attention: <i>Katie Higday</i> Email: khigday@spcsa.nv.gov Fax: 775-687-9113</p> <p>Please reference the RFQ number in the subject line of the email or on the fax.</p> |
| 4. | The completed Reference Questionnaire MUST be received no later than 4:30 PM PT <u>01/11/2016</u> |
| 5. | Business references are NOT to return the Reference Questionnaire to the Proposer (Vendor). |
| 6. | In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary. |
| 7. | Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFQ cover page. |
| 8. | Reference Questionnaires not received, or not complete, may adversely affect the vendor’s score in the evaluation process. |



Reference
Questionnaire.doc

To open the document, double click on the icon.

ATTACHMENT G – PROPOSED STAFF RESUME

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



Proposed Staff
Resume.doc

To open the document, double click on the icon.