



**THE NEVADA COMMISSION ON ECONOMIC DEVELOPMENT
IS SOLICITING PROPOSALS FOR A**

Southeast Asia International Representative

REQUEST FOR PROPOSAL NO. 10-03 GBD

DEADLINE FOR SUBMITTING QUESTIONS:

October 23, 2009 at 2:00 PM, PST

DEADLINE FOR SUBMISSION AND OPENING DATE & TIME:

December 4, 2009 at 2:00 PM, PST

Project Abstract

The Nevada Commission on Economic Development is seeking a professional services contractor to work with the Commission to promote export of, and generate demand for, Nevada's products and services and attract inbound direct investment in Nevada and Nevada businesses from Southeast Asia. The actual RFP document consists of 33 pages.

A copy of this Request for Proposal (RFP) may be obtained by any of the following methods:

1. Retrieve the document from the State of Nevada, Purchasing Division's Web Page at: <http://purchasing.state.nv.us/> and click on "Current Services RFP Opportunities". **You will be responsible for checking the web site for any amendments.**
2. E-Mail us at kelliott@bizopp.state.nv.us and request a copy of the RFP be forwarded to you. Please include your company name, address, contact name, phone number and fax number. We will automatically send you any amendments or changes to the RFP.
3. Fill out this form and fax it back to us at (775-687-4450). We will automatically send you any amendments or changes to the RFP.

Company Name: _____ Contact Name: _____

Phone No. _____ Fax No. _____

E-mail Address: _____

Address: _____ City: _____

State: _____ Zip: _____

Preferred method for receiving documents? Fax Mail E-Mail



Nevada Commission on Economic Development
Request For Proposal No. 10-03 GBD
for

Southeast Asia International Representative

Release Date:
October 9, 2009

Deadline for Submission and Opening Date and Time:
December 4, 2009 at 2:00 PM, PST

For additional information, please contact:

Kimberly Elliott
(775) 687-4325

kelliott@bizopp.state.nv.us

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

See Page 11, for instructions on submitting proposals.

Company Name _____ Contact Person _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____

E-Mail Address: _____

If applicable, Vendor's State of residence governmental preference _____

Prices contained in this proposal are subject to acceptance within _____ calendar days.

I have read, understand, and agree to all terms and conditions herein Date _____

Signed _____ Print Name & Title _____

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A Request for Proposals 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 may take exception to any section of the RFP. Exceptions should be clearly stated in Attachment A (Certification of Indemnification and Compliance with Terms and Conditions of RFP) and will be considered during the evaluation process. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State NRS §333.350(1).

1. OVERVIEW OF PROJECT

The Nevada Commission on Economic Development (Commission) is seeking a professional services contractor (International Representative, hereafter called the Rep) to work with the Commission to promote export of, and generate demand for, Nevada's products and services and attract inbound direct investment in Nevada and Nevada businesses from Southeast Asia (covering Indonesia, Malaysia, Singapore, Thailand and Vietnam). The emphasis of the services to be provided will be on export promotion assistance to Nevada companies exporting to Southeast Asia and recruitment of direct investment from Southeast Asia in Nevada (i.e., via investment in Nevada businesses or expanding their operations to Nevada). There may be additional Nevada state or local agencies that will also support this effort.

All firms submitting proposals in response to this Request for Proposals ("RFP") are referred to as "Rep" in this document; after negotiations, the awarded Rep will be designated as "International Representative."

The Commission currently operates foreign offices (by representatives) in the People's Republic of China, Europe (Italy and the UK), Japan and Mexico. These offices provide an array of services designed to assist Nevada companies that enter or expand existing exports to these markets, and serve as an information source for solving trade issues related to the export of products and services. These offices also work to recruit inbound investment to Nevada. Proposals are sought from qualified Reps to provide these services in Southeast Asia.

As a result of this RFP process, the Commission anticipates entering into the Agreement with the selected Rep providing for services beginning February 2010 and running for one year. The Agreement will include terms approved by the Commission and is automatically renewed for successive one-year terms unless cancelled by either party with a 30-day notice. Reps are asked to submit proposals describing their relevant experience and the extent of Southeast Asia trade promotion and inbound investment recruitment services they are willing and able to provide during the term of the Agreement.

The first major focus of the resultant Agreement is in promoting Nevada industries; offering in-country business assistance to the Commission's clients; conducting agent/distributor searches and product market viability studies in Southeast Asia. In addition to these activities, the successful Rep will also assist with trade related issues relating to product market barriers; keep the Commission and Nevada companies up to date on marketing changes and opportunities; and

advise Nevada companies on regulations, licensing, labeling and other requirements related to exporting products in Southeast Asia

The second major focus of the resultant Agreement is promoting Nevada as a place for foreign investment; offering in-country assistance to the Commission and its economic development partners in Nevada to recruit companies to directly invest in Nevada. Special emphasis in this effort will be given to companies in the clean technology/renewable energy industries and associated supply chains.

The Commission operates its International Representative programs on the basis of very high quality services. Its foreign Reps are expected to take the necessary time with each Nevada company to ensure that the opportunity for exporting is created or that each company meets its objective. Its foreign Reps are expected to demonstrate a similar high quality of the assistance to companies considering investing in Nevada.

Mandatory Requirements for NCED International Representatives:

1. Rep must have an existing office in Southeast Asia as a primary business location. The office(s) should be equipped with the necessary communications equipment (phone, fax, email) as well as copy machines, computers, and other support equipment. The Rep must have the ability to communicate via e-mail and phone and to send and receive attachments with large amounts of data.
2. Rep’s principal and key staff member(s) must either not need a U.S. non-immigrant visa to visit the U.S. or have the ability to obtain a U.S. non-immigrant visa for traveling to the U.S. as needed.
3. Rep’s principal and key staff member(s) must be multilingual with the fluency to read, write and compose business correspondence in English and languages appropriate to the other countries with which they interact.
4. Rep’s principal and key staff member(s) must be familiar with U.S. and Southeast Asia business practices and culture.
5. Rep must have an established business in consulting, marketing, sales, or other areas that provide services to international companies.

2. ACRONYMS/DEFINITIONS

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

<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 RFP.
<i>Division</i>	Nevada Commission on Economic Development or Commission
<i>Evaluation Committee</i>	An independent committee comprised of a majority of State officers, commissioners or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS §333.335.

Top scoring Reps based on an evaluation of the written proposal may be required to participate in interviews to support and clarify their proposals, if requested by the Commission. The Commission meets on the third Wednesday of each month. The Commission will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the Rep. Failure of a Rep to interview on the date scheduled may result in rejection of the Rep's proposal.

May	Indicates something that is not mandatory but permissible.
NAC	Nevada Administrative Code
NCED	Nevada Commission on Economic Development
NRS	Nevada Revised Statutes
Rep	International Representative to the Nevada Commission on Economic Development
RFP	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection NRS §333.020(7).
Shall/Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	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.
State	The State of Nevada and any agency identified herein.
Subcontractor	Third party, not directly employed by the vendor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the vendor.
Will	Expected or required.
Vendor	Organization/individual submitting a proposal in response to this RFP.

3. SCOPE OF WORK

Rep's primary areas of professional services are:

- 3.1 Assisting Nevada companies, especially in key industries, to locate suitable opportunities to facilitate export sales. This category requires Rep's proactive networking effort with businesses, industry associations, and government agencies in Southeast Asia upon selected Nevada industry focuses. In-country business assistance may include business meeting set-ups, interpreter and lodging arrangements, and Southeast Asia general economic and business practice briefing assistance upon the Commission's request. Agent/distributor searches involve finding and pre-qualifying potential and interested agents and distributors who would normally buy from Nevada manufacturers and resell to customers in Southeast Asia. Where necessary, this work will include setting up appointments for Nevada companies with qualified and interested distributors and agents in Southeast Asia. Product market viability studies involve researching the market to determine whether the product can be sold in the market, at which price level, to which customer groups, etc. This also includes evaluation of existing suppliers/manufacturers, determining the extent of competition, price point, potential sales volumes and market barriers.
- 3.2 Recruitment of foreign direct investment in Nevada. Rep should be focused on companies in the clean technology/renewable energy industries and associated supply chains as well as the mining sector, commercial/industrial infrastructure projects and general manufacturing. This work will include assisting the Commission and its partners to refine the Southeast Asia foreign direct investment strategy.
 - 3.2.1 Rep will assist the Commission with a variety of trade promotion activities in Southeast Asia which may include in-coming purchasing missions and outgoing trade missions and trade shows.
 - 3.2.2 Rep will assist Nevada businesses to resolve general trade issues in Southeast Asia, which may include ongoing advice on market change, regulations, licensing, labeling, and other requirements related to exporting products to Southeast Asia.
 - 3.2.3 Rep will act as primary point of contact for all matters related to the activities concerning trade relations between the State of Nevada and Southeast Asia on behalf of the Commission in Southeast Asia.
- 3.3 Rep will provide on-going communication with the Director of Global Business Development and Diplomatic Liaison and Chief of Protocol via e-mail and telephone.
- 3.4 Rep will provide monthly, quarterly, annual, and end of Agreement reports to the Commission summarizing Nevada related Export Promotion and Inbound Investment Attraction activities which should include a brief market summary, list of companies worked for, trade issues and other matters. Performance reports on export sales by companies assisted and inbound investment recruitment of

targeted companies should be provided on the same schedule as part of or separate from the regular reports.

For evaluation of this RFP, each Rep's written proposal must include information on:

3.5 Qualifications

- 3.5.1 Proven ability in promoting U.S. industries and/or marketing a U.S. company's products and/or services in the Southeast Asia market. Demonstrated success, provide specific examples.
- 3.5.2 Experience in assisting U.S. federal, state, or local government agencies or U.S. companies conducting export promotion or inbound investment attraction activities in Southeast Asia. Preference will be given to Reps that have representation experience with U.S. federal, state, or local government agencies.
- 3.5.3 Knowledge and experience in conducting market research relevant to exporting to Southeast Asia and attracting foreign direct investment in U.S. from companies in Southeast Asia.
- 3.5.4 Knowledge and experience in the area of export sales promotion, including trade mission organization and trade show participation in Southeast Asia.
- 3.5.5 Knowledge of key companies, trade associations, chambers of commerce, government agencies, and other groups relevant to conducting business in Southeast Asia.
- 3.5.6 Experience with U.S. and Southeast Asia business practices and country culture and customs.
- 3.5.7 Knowledge of and experience with Southeast Asia trade policies, laws and regulations.
- 3.5.8 Knowledge of one or more of the following Nevada key industries: clean technology/renewable energy, mining/minerals, advanced manufacturing, and commercial/industrial infrastructure development.
- 3.5.9 Knowledge of site selection process for attracting inbound investment.
- 3.5.10 Professional skills, experience, characteristics, or approaches to export promotion and/or inbound investment attraction (not described above) that make Rep exceptional and well qualified.
- 3.5.11 Multilingual with the fluency to read, write and compose business correspondence in English and languages appropriate to the other

countries with which you interact. Please list languages and rate proficiency in each.

- 3.5.12 The Rep must have an office based in at least one of the Southeast Asian countries to be covered (Singapore is a desired location but not mandatory). Special consideration will be given to those reps with multiple offices in Southeast Asia and/or Nevada.

3.6 Project Approach

- 3.6.1 Description of the proposed methodology for promoting Nevada industries and marketing Nevada companies' services and products in the Southeast Asia market.
- 3.6.2 Description of the proposed methodology for conducting agent/distributor searches in Southeast Asia for Nevada companies.
- 3.6.3 Description of the methodology for conducting product market research reports in Southeast Asia for Nevada companies.
- 3.6.4 Description of the methodology for recruiting foreign direct investment in Nevada by companies from Southeast Asia.
- 3.6.5 Proposed office coverage for Southeast Asia. (Reps may have multiple offices throughout Southeast Asia, a network of affiliated companies in Southeast Asia, a plan to cover Southeast Asia from one office with travel, or through a combination of these or other options be able to cover Southeast Asia.)
- 3.6.6 Provide a description of three recent searches completed for any of the services listed in this section, including client name, time taken to complete, and outcome of the search.
- 3.6.7 Proposed report format preferred for regular reports and methodology for performance reporting on export sales by companies assisted and inbound investment recruitment, including suggested performance measures. Attach sample report submitted for client.
- 3.6.8 Proposed schedule with deliverables, milestones, report completion, travel within Southeast Asia and to Nevada. Travel expenses within Southeast Asia are the responsibility of the Rep. Upon award, the Rep will be expected to make a one-week orientation visit to Nevada within a month of the date the Agreement is signed at Rep's expense.

3.7 Oral Presentations

- 3.7.1 Top scoring Reps based on an evaluation of the written proposal may be required to participate in interviews to support and clarify their proposals, if requested by the Commission. The Commission meets on the third

Wednesday of each month. The Commission will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the Rep. Failure of a Rep to interview on the date scheduled may result in rejection of the Rep's proposal.

4. COMPANY BACKGROUND AND REFERENCES

4.1 PRIMARY VENDOR INFORMATION

Vendors must provide a company profile. Information provided shall include:

- 4.1.1 Is the contractor a private or public entity? Private Entity Public Corporation If contractor is a private entity, please provide the names of all partners, shareholders or other who have any financial interest in the private entity.
- 4.1.2 Statement of Rep's legal status in country of primary residence, including company registration, legal working status of key personnel and financial status.
- 4.1.3 Financial data and statement(s) regarding the financial stability of the Rep.
- 4.1.4 Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable.
- 4.1.5 Location(s) of the company offices and location of the office servicing any Nevada account(s).
- 4.1.6 Number of employees and organizational chart.
- 4.1.7 Location(s) from which employees will be assigned.
- 4.1.8 Name, address and telephone number of the vendor's point of contact for a contract resulting from this RFP.
- 4.1.9 Company background/history and why vendor is qualified to provide the services described in this RFP.
- 4.1.10 Length of time vendor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- 4.1.11 Has the contractor ever been engaged under contract by any State agency? Yes No If "Yes," specify when, for what duties, and for which agency.
- 4.1.10 Is the contractor or any of the contractor's employees employed by the State of Nevada, any of its political subdivisions or by any other government?
 Yes No If "Yes," is that employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?
- 4.1.11 Resumes (1-2 pages) for key staff to be responsible for performance of any contract resulting from this RFP.

4.2 REFERENCES

Vendors should provide a minimum of three (3) references from similar projects performed for private state and/or large local government clients within the last three years. **Vendors are required to submit Attachment C, Reference Form to the business references they list. The business references must submit the Reference Form directly to the Nevada Commission on Economic Development's designee.** It is the vendor's responsibility to ensure that the completed forms are received by the Nevada Commission on Economic Development on or before the proposal submission deadline for inclusion in the evaluation process. Business References that are not received, or are not complete, may adversely affect the vendor's score in the evaluation process. The Nevada Commission on Economic Development may contact any or all business references for validation of information submitted.

- 4.2.1 Client name;
- 4.2.2 Project description;
- 4.2.3 Project dates (starting and ending);
- 4.2.4 Technical environment; (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware)
- 4.2.5 Staff assigned to reference engagement that will be designated for work per this RFP;
- 4.2.6 Client project manager name, telephone number, fax number and e-mail address.

4.3 SUBCONTRACTOR INFORMATION

4.3.1 Does this proposal include the use of subcontractors?

Yes _____ No _____ Unknown _____

If "Yes," vendor must:

4.3.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.

4.3.1.2 Provide the same information for any proposed subcontractors as requested in the Primary Vendor Information section.

4.3.1.3 References as specified above must be provided for any proposed subcontractors.

4.3.1.4 The State requires that the awarded vendor provide proof of payment to any subcontractors used for this project. Proposals shall include a plan by which the State will be notified of such payments.

4.3.1.5 Primary vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the using agency.

4.3.1.6 Primary vendor must notify the using agency of the intended use of any subcontractors not identified within their response and receive agency approval prior to subcontractor commencing work.

5. HOURS

5.1 Vendors must submit a number of hours of service to be provided for each year of the Agreement.

5.2 The services provided will be non-exclusive. The Rep may have other state or local government clients in addition to Nevada upon written approval by the Commission.

6. PAYMENT

6.1 This position is not compensated by the State of Nevada. The contractor is a “voluntary” representative and as such is compensated by the fees that they can charge Nevada companies, or clients in the countries where they represent Nevada, for the services that they provide as described in Sections 3.1–3.2. There is no limit on the amount of compensation that the Rep can receive and the Rep is free to negotiate their fee structure with the client companies. Earnings resulting from this contract must be reported in activity reports to the Commission.

7. SUBMITTAL INSTRUCTIONS

7.1 In lieu of a pre-proposal conference, the Nevada Commission on Economic Development will accept questions and/or comments in writing, received either by mail, facsimile or e-mail regarding this RFP as follows:

Questions must reference the identifying RFP number and be addressed to the State of Nevada, Nevada Commission on Economic Development, Attn: Kimberly Elliott, Global Business & Diplomatic Liaison, 108 East Proctor Street, Carson City, Nevada, 89701, faxed to (775) 687-4325 or e-mailed to kelliott@bizopp.state.nv.us. The deadline for submitting questions is October 23, 2009, at 2:00 p.m., Pacific Time. All questions and/or comments will be addressed in writing and responses mailed, faxed or e-mailed to prospective vendors on or about October 29, 2009. Please provide company name, address, phone number, fax number, e-mail address and contact person when submitting questions.

7.2 RFP Timeline

<i>TASK</i>	<i>DATE/TIME</i>
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Deadline for submitting questions	October 23, 2009 @ 2:00 PM
Answers to all questions submitted available on or about	October 29, 2009 @ 2:00 PM
<u>Deadline for submission and opening of proposals</u>	<u>December 4, 2009 @ 2:00 PM</u>
Evaluation period	December 7 – 30, 2009
Oral Presentations to Commission	January 20, 2010
Selection of vendor	January 27, 2010

NOTE: These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time, with appropriate notice to prospective vendors.

- 7.3 Vendors shall submit one (1) original proposal marked “MASTER” and three (3) identical copies to:

Nevada Commission on Economic Development
108 East Proctor Street
Carson City, Nevada 89701

Proposals shall be clearly labeled in a sealed envelope or box as follows:

REQUEST FOR PROPOSAL NO.: 10-03 GBD
PROPOSAL OPENING DATE: December 4, 2009 @ 2:00 PM PST
FOR: Southeast Asia International Representative

- 7.4 **Proposals must be received at the above-referenced address no later than December 4, 2009, 2:00 PM Pacific Time.** 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.
- 7.5 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone proposals will **NOT** be considered.
- 7.6 Although it is a public opening, only the names of the vendors submitting proposals will be announced 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 Nevada Commission on Economic Development designee as soon as possible and at least two days in advance of the opening.
- 7.7 If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one 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 copy to be used as the master.

- 7.8 For ease of evaluation, the proposal should be presented in a format that corresponds to and references sections outlined within this RFP and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. Exceptions to this will be considered during the evaluation process.
- 7.9 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 7.10 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 7.11 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 7.12 The proposal must be signed by the individual(s) legally authorized to bind the vendor NRS §333.337.
- 7.13 For ease of responding to the RFP, vendors are encouraged, but not required, to request an electronic copy of the RFP. Electronic copies are available in the following formats: Word 6.0/7.0 via e-mail, diskette, or on the Nevada Commission on Economic Development’s website www.expand2Nevada.com in PDF or EXE format. When requesting an RFP via e-mail or diskette, vendors should contact the Nevada Commission on Economic Development for assistance. In the event vendors choose to receive the RFP on diskette, the vendor will be responsible for providing a blank 3.5” formatted diskette; unless vendors provide a Federal Express, Airborne Express, etc. account number and appropriate return materials, the diskette will be returned by first class U.S. mail.
- 7.14 Vendors utilizing an electronic copy of the RFP in order to prepare their proposals should place their written response in *an easily distinguishable font* immediately following the applicable question.
- 7.15 ***For purposes of addressing questions concerning this RFP, the sole contact will be the Nevada Commission on Economic Development designee. Upon issuance of this RFP, other employees and representatives of the agencies***

identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal NAC §333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

- 7.16 Vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Nevada Commission on Economic Development. To be considered, a request for review must be **received** no later than the deadline for submission of questions.

The Nevada Commission on Economic Development 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 RFP.

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.

- 7.17 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive. NRS §333.311.
- 7.18 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, which do not contain the requisite licensure, may be deemed non-responsive. However, this does not negate any applicable Nevada Revised Statute (NRS) requirements.

8. PROPOSAL EVALUATION AND AWARD PROCESS

- 8.1 Proposals shall be consistently evaluated and scored in accordance with NRS §333.335(3) based upon the following criteria listed in descending order of precedence:
- Demonstrated competence;
 - Experience in performance of comparable engagements;
 - Project Approach;
 - Expertise and availability of key personnel;
 - Conformance with the terms of this RFP.

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

Proposals shall be kept confidential until a contract is awarded.

- 8.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada NRS § 333.335(5)
- 8.3 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.
- 8.4 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.
- 8.5 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 RFP.
- 8.6 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

9. TERMS, CONDITIONS AND EXCEPTIONS

- 9.1 Performance of vendors will be rated semi-annually following contract award and then annually for the term of the contact by the Performance Reports on export sales by companies assisted and inbound investment recruitment of targeted companies. See Section 3.4.

- 9.2 This procurement is being conducted in accordance with NRS chapter 333 and NAC chapter 333.
- 9.3 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, 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.
- 9.4 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 9.5 The State reserves the right to reject any or all proposals received prior to contract award (NRS §333.350).
- 9.6 The State shall make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS §333.335).
- 9.7 Any irregularities or lack of clarity in the RFP should be brought to the Nevada Commission on Economic Development designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 9.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 9.9 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.
- 9.10 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.
- 9.11 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).
- 9.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 9.13 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 RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 9.14 All proposals submitted become the property of the State and will be returned only at the State's option and at the vendor's request and expense. The master copy of each proposal shall be retained for official files and will become public

record after the award of a contract. Only specific parts of the proposal may be labeled a “trade secret,” provided that the vendor agrees to defend and indemnify the State for honoring such a designation (NRS §333.333). The failure to so label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the information.

- 9.15 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded vendor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded vendor’s obligations.
- 9.16 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 RFP.
- 9.17 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 RFP. 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.
- 9.18 Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the above-stated Insurance Schedule. It will be the awarded vendor’s responsibility to recommend to the State alternative methods of insuring the contract. Any alternatives proposed by a vendor should be accompanied by a detailed explanation regarding the vendor’s inability to obtain insurance coverage as described above. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.
- 9.19 Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, 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.

- 9.20 Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment B Agreement and all terms and conditions therein, except such terms and conditions that the vendor expressly excludes. Exceptions will be taken into consideration as part of the evaluation process.
- 9.21 The State reserves the right to negotiate final contract terms with any vendor selected NAC §333.170. The contract between the parties will consist of the RFP 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, the RFP, any modifications and clarifications to the awarded vendor's proposal, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 9.22 Vendor understands and acknowledges that the representations above are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentation shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- 9.23 No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the State.
- 9.24 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and chapter 333 of the Nevada Administrative Code.

10. 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.

**Documents to be submitted with proposal:
Completed**

- 1. Requested number of copies of technical proposals packaged separately _____
- 2. Page 1 of the RFP completed and signed _____
- 3. Primary Vendor Attachment signed with confidentiality and exceptions noted _____
- 4. Subcontractor Attachment signed with confidentiality and exceptions noted _____
- 5. Primary Vendor Information provided _____
- 6. Subcontractor Information provided (if applicable) _____
- 7. Reference forms sent out for Primary Vendor _____
- 8. Reference forms sent out for Subcontractors (if applicable) _____
- 9. Verification of licensure for Primary Vendor (if applicable) _____
- 10. Verification of licensure for Subcontractors (if applicable) _____
- 11. Certificate of Insurance _____
- 12. (Other) _____

Primary Vendor’s Company Name: _____

Attachment A
CERTIFICATION OF INDEMNIFICATION AND COMPLIANCE
WITH
TERMS AND CONDITIONS OF RFP
PRIMARY VENDOR

Submitted proposals are confidential until the contract is awarded; following contract award, in accordance with NRS §333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5). 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.

This proposal contains proprietary information Yes _____ No _____

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 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.

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Checking “YES” indicates acceptance, while checking “NO” denotes non-acceptance and should be detailed below. Any exceptions **MUST** be documented.

YES _____ NO _____ SIGNATURE _____

Primary Vendor

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	PROPRIETARY INFORMATION AND/OR EXCEPTION (PROVIDE A DETAILED EXPLANATION)

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP SUBCONTRACTOR

Submitted proposals are confidential until the contract is awarded; following contract award, in accordance with NRS §333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5). 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.

This proposal contains proprietary information Yes _____ No _____

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 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.

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Checking “YES” indicates acceptance, while checking “NO” denotes non-acceptance and should be detailed below. Any exceptions **MUST** be documented.

YES _____ NO _____ SIGNATURE _____
Subcontractor

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP NUMBER	PAGE	PROPRIETARY INFORMATION AND/OR EXCEPTION (PROVIDE A DETAILED EXPLANATION)

Attachment B

AGREEMENT FORM

The following Nevada Commission on Economic Development International Representative Agreement is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in this form, as this is the standard contract used by the Commission for all services of independent representatives. **Please pay particular attention to the insurance requirements, as specified in Attachment BB.**

As with all other requirements of this RFP, vendors may take exception to any of the terms in the Agreement, including the required insurance limits. Exceptions will be considered during the evaluation process. It is not necessary for vendors to complete the Agreement with their proposal responses.

AGREEMENT FOR TRADE AND BUSINESS REPRESENTATION

This Agreement for Trade and Business Representation (the "Agreement"), entered into on this _____ day of _____, 200_, by and between _____, a _____, _____ corporation (hereinafter the "Representative"), and the **Nevada Commission on Economic Development** (hereinafter the "Commission"), is based on the following:

I. **Recitals**

WHEREAS, the Commission desires to retain a trade and business representative to assist in the Commission's relations with businesses from the United States of America (hereinafter the "United States") operating in _____ (hereinafter "_____") and businesses originating from _____ that conduct or seek to conduct business in the United States;

WHEREAS, the Representative conducts business in _____ and, pursuant to the terms of this Agreement, desires to provide the Commission with trade and business representation in _____ in the territory identified in Exhibit B; and

WHEREAS, in accordance with Nevada Revised Statute Chapter 333, the Commission has approved the terms of this Agreement and its execution. Upon execution, this Agreement shall constitute a binding agreement between the Representative and the Commission concerning the subject matter of this Agreement.

NOW, THEREFORE in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties agree as follows:

II. **Appointment**

The Commission appoints the Representative, and the Representative accepts the appointment, to act for the Commission as the Commission's trade and business representative in _____.

III. **Trade and Business Representation**

A. Generally. The Representative agrees to actively promote the Commission and its trade and business interests in _____. In performing such services, the Representative shall engage in the activities listed on Exhibit A, attached hereto and incorporated herein by reference. Additionally, the Representative shall provide office space and the services of its staff to facilitate its representation of the Commission. Under no circumstances will the out of pocket cost to the Representative of performing services under this Agreement exceed US\$ annually.

B. Advertising and Promotional Material. In performing its services for the Commission, the Representative will assist in the distribution of advertising and promotional material developed and provided by the Commission. The Representative shall not be responsible for the development or production of such material or the shipment of such material from the United States to _____. Furthermore, the Representative shall not be obligated to compensate or reimburse the Commission for

the cost of the advertising and promotional material.

C. Reports. The Representative shall make quarterly reports to the Commission providing available information relating to commercial conditions in _____, as reasonably requested by the Commission and outlined on Exhibit A.

D. Consultation and Referrals. The Commission may from time to time consult with the Representative as to market requirements in _____. In providing trade and business representation for the Commission, the Representative may refer the Commission to other businesses and consultants as the situation may require. The Representative shall not be liable for any acts or omissions committed by third-party businesses or consultants. The Commission has the sole right to establish and has exclusive control over all terms governing transactions it enters into with third parties.

E. Representations and Warranties. In performing its obligations under this Agreement, the Representative agrees not to make any representations or give any warranties or guarantees to any person with respect to the Commission or services it may provide, other than those representations, warranties, or guarantees that the Commission has specifically authorized to be given to that person.

F. Reservation of Rights. The Representative expressly reserves the right to perform services for third-parties and enter into third-party transactions during the term of this Agreement except that the third party cannot be another U.S. state unless prior approval is received from the Commission. The Representative shall not enter such a representative agreement with any other U.S. state or other jurisdiction without the prior written permission of the Commission. The Commission acknowledges that the Representative may engage in other activities and agrees that the Representative will devote efforts to representing the Commission only as the Commission's needs require and so as not to place an undue burden on the resources of the Representative

IV. Relationship of the Parties

The Commission and the Representative agree that each party is and will remain an independent Representative, and nothing contained in this Agreement shall be construed to constitute either party as a partner, agent, or employee of the other. The Representative's authority is limited to the solicitation of business, the distribution of advertising and promotional material, and the performance of other functions set forth in this Agreement and Exhibit A to this Agreement. In the Representative's dealings with third parties, it must not hold itself out as a partner, agent, or employee of the Commission. Neither party has authority to make any agreement or incur any liability on behalf of the other party, nor is either party liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the other, except as specifically authorized in this Agreement or as the parties may otherwise agree.

V. Consideration for Representation

A. Consideration. For the Representative's services, described in Section III, "Trade and Business Representation," the Commission shall provide no financial consideration to the Representative.

B. Additional Benefits. The Commission shall provide the Representative the following benefits in connection with the services the Representative provides: (i) the Commission shall send all inquiries regarding _____ businesses, from the territory and areas indicated in Exhibit B, interested in doing business in the United States and businesses from the United States interested in conducting business in _____ to the Representative; (ii) the Representative shall have free access to all advertising and promotional material provided by the Commission; (iii) the Representative may pursue any and all

commercial or profitable endeavors it discovers while performing services for the Commission; and (iv) the Representative and its representatives and consultants may work with the Commission to develop additional commercial or profitable endeavors.

VI. Warranties and Indemnification

The Representative and the Commission agree that each is solely responsible for performing its duties, and each agrees to indemnify the other and hold the other harmless for its actions, and to defend the other and its agents and employees from and against any claim, demand, cause of action, damage, loss, cost, expense, or recovery arising from or in connection with its actions or failures to act. The Representative expressly indemnifies and holds the Commission harmless for any liability arising from or associated with the office maintained by the Representative pursuant to Section III, A, of this Agreement.

VII. Termination and/or Suspension of Agreement

This Agreement will be in effect for one year from the date first indicated in this Agreement. This Agreement will automatically renew for successive one-year periods unless terminated according to the conditions indicated in this paragraph. This Agreement may be terminated by either the Representative or the Commission upon **thirty (30)** days' written notice to the other party, with or without cause. In the event that the Representative shall discontinue operating its business in _____, then this Agreement will terminate as of the last day of the month in which the Representative ceases operations in _____. Upon termination of this Agreement, the Representative shall promptly return any remaining advertising and promotional material previously provided by the Commission, as well as any additional documents provided by the Commission in connection with this Agreement. This Agreement may also be temporarily suspended by the Commission, for a period not to exceed 90 days, in order for the Commission to investigate any possible violations of this Agreement. Any such suspension will comply with the Notices provision in Section VIII.

VIII. Miscellaneous Terms

A. Section Headings. The section headings contained in this Agreement are inserted for conveniences of reference only and shall not affect the meaning or interpretation of this Agreement.

B. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter discussed herein and replaces any and all prior negotiations, representations or agreements between the parties, whether oral, electronic or written. The parties acknowledge that they have not relied on any promise, representation or warranty, express or implied, not contained in this Agreement.

C. Modification or Waiver. This Agreement may not be amended, modified, or superseded, except for by written agreement between the parties. None of the terms, covenants, representations, warranties or conditions hereof may be waived, except for by a written instrument executed by the party waiving compliance. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right of such party at a later time to enforce the same.

D. Successors and Assigns. This Agreement shall be binding on, and shall inure to the benefit of, the parties to this Agreement and their respective heirs, legal representatives, successors and assigns.

E. Severability and Regulatory Compliance. If any clause, sentence, provision, or any other portion of this Agreement is or becomes illegal, null, void or unenforceable for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions shall remain in full force and effect. It is the intent of the parties to comply with all governmental regulations. In the event all or any portion of this Agreement shall violate any existing or future regulation, the parties hereby agree to attempt to revise the applicable term, clause or section of this Agreement in order to comply with such regulations.

F. Compliance with Law. The Representative agrees that in rendering services and in carrying out its other duties under this Agreement, it will neither undertake nor cause or permit to be undertaken any activity which is illegal under the laws of _____ or the laws of the United States and the State of Nevada.

G. Representative Background Check. The Commission reserves the right to inquire in to the background of its Representatives in the areas of, but not limited to, work history, finances and unlawful activities.

H. Notices. Any notice or payment required or permitted to be given under this Agreement shall be written communication by way of return receipt email, or signature required delivery and shall be directed by one party to the other at its respective address as follows unless otherwise provided for in this Agreement. Such method of notice or payment shall be deemed effective upon the date entered on the return receipt. Any party may change its address to which notices shall be directed by written notice to the other party by means of proper notice given to the other party or parties, as the case may be, pursuant to the method of notice as provided in this paragraph.

Notices to the Commission:

**Nevada Commission on Economic
Development
108 E. Proctor St.
Carson City, NV 89701 USA**

Notices to the Representative:

Notice to Representative's counsel:

I. Choice of Law. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of Nevada

J. Choice of Forum. In the event any dispute or litigation arises in relation to this Agreement, the parties agree that such dispute or litigation shall be resolved exclusively in a court of competent jurisdiction located in Carson City, Nevada. The parties acknowledge that this is a mandatory forum selection clause.

K. Fees and Expenses. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recovery of reasonable attorneys' fees and costs incurred in connection with that action or proceeding.

L. Inspection & Audit.

a. Books and Records. Representative agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Representative agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Representative or its sub-representatives, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Representative where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the Commission, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

M. Limited Liability. The Commission 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. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any Commission breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Representative, for the fiscal year budget in existence at the time of the breach. Damages for any Representative breach shall not exceed 150% of the contract maximum and not to exceed value. Representative's tort liability shall not be limited.

N. Public Records. Pursuant to NRS 239.010, information or documents received from Representative may be open to public inspection and copying. The Commission will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Representative may clearly label individual documents as a "trade secret" or "confidential" provided that Representative thereby agrees to indemnify and defend the Commission for honoring such a designation. The failure to so label any document that is released by the Commission shall constitute a complete waiver of any and all claims for damages caused by any release of the records. If a public records request for a labeled document is received by the Commission, the Commission will notify Representative of the request and delay access to the material until seven working days after notification to Representative. Within that time delay, it will be the duty of Representative to act in protection of its labeled record. Failure to so act shall constitute a complete waiver.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Representative's Signature

Date

Independent's Representative's Title

—
Signature

Date

Title

—
Signature

Date

Title

—
Signature

Date

Title

APPROVED BY BOARD OF EXAMINERS

Signature - Board of Examiners

On _____

Approved as to form by:

(Date)

On _____

—
Deputy Attorney General for Attorney General

(Date)

ATTACHMENT BB
INSURANCE SCHEDULE

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
Annual Aggregate
\$2,000,000

\$1,000,000

- 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.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

_____	_____	_____
Independent Contractor's Signature	Date	Independent's Contractor's Title
_____	_____	_____
Signature- State of Nevada	Date	Title

Attachment BB Page 1 of X

RMIIns rev 03/08

Attachment C

REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the RFP process, requires proposing vendors to submit a minimum of three (3) 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.

The proposing vendor is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to the Nevada Commission on Economic Development by the RFP submission deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response.



**RFP # 10-03 GBD REFERENCE QUESTIONNAIRE
 FOR:**

 (Name of company requesting reference)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the Nevada Commission on Economic Development, via facsimile at (775) 687-4450 or e-mail at kelliott@bizopp.state.nv.us, no later than December 4, 2009 at 2:00 PM, PST and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the Nevada Commission on Economic Development by telephone (775) 687-4325 or by e-mail kelliott@bizopp.state.nv.us. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

- In what capacity have you worked with this vendor in the past?
 COMMENTS:

- How would you rate this firm's knowledge and expertise?
 ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
 COMMENTS:

- How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
 ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
 COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

7. How satisfied are you with the products developed by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS: