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Governor

STATE OF NEVADA  
DEPARTMENT OF BUSINESS AND INDUSTRY  
REAL ESTATE DIVISION

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OFFICE OF THE OMBUDSMAN FOR OWNERS IN  
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**REQUEST FOR QUALIFICATION NO. CIC-10-001**

**Deadline for Submitting Questions: December 22, 2009**

**Deadline for Submission and Opening Date and Time: December 29, 2009 @ 4:30 P.M.**

For additional information, please contact:  
Nicholas R. Haley, Education and Information Officer  
(702) 486-4480

The State of Nevada, Business & Industry, Real Estate Division, (“Division”) Office of the Ombudsman for Owners in Common-Interest Communities, (“CIC”) is soliciting qualifications for educational providers to teach homeowner common-interest community (CIC) living effective March 16, 2010. The length of the contract will be 16 months.

The actual RFQ document consists of **40** pages.

**A copy of this Request for Qualification (RFQ) may be obtained by any of the following methods:**

1. From the Real Estate Division’s Web site at [www.red.state.nv.us](http://www.red.state.nv.us), go to Common-Interest Communities, Request for Qualification. You will be responsible for checking the Web site for any amendments.
2. E-mail to [nhaley@red.state.nv.us](mailto:nhaley@red.state.nv.us) and request a copy. Please include your name, address, contact name, phone number and fax number. We will automatically send you any amendments or changes to the RFQ.
3. Fill out this form (Do not leave any line blank.) and fax it to us at 702-486-4520. We will automatically send you any amendments or changes to the RFQ.

RFQ: \_\_\_\_\_

Company/ Individual Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Physical address: \_\_\_\_\_

**Preferred method of receiving update documents?** \_\_\_\_\_ **Fax** \_\_\_\_\_ **Mail** \_\_\_\_\_ **E-Mail**

Request for Qualifications No. CIC-10-001  
for  
**Homeowner Association Training Seminars**

**Release Date:** December 6, 2009  
**Deadline for Submission:** January 5, 2009 @ 4:30 p.m., Pacific Time  
**Opening Date and Time:** January 5, 2009 @ 4:35 p.m., Pacific Time

For additional information, please contact:  
Nicholas Haley, Education/Information Officer  
(702) 486-4480

**See Page 7, for instructions on submitting qualifications.**

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

If applicable, vendor's state of residence governmental preference: \_\_\_\_\_

I have read, understand, and agree to all terms and conditions herein. Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

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**Vendors may take exception to any section of the RFQ. Exceptions should be clearly stated in Attachment B (Certification of Indemnification and Compliance with Terms and Conditions of RFQ) and will be considered during the evaluation process. The State reserves the right to limit the Overview before award, if deemed in the best interest of the State [NRS §333.350(1)].**

1. **ACRONYMS/DEFINITIONS**

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

<b><i>Awarded Vendor</i></b>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFQ
<b><i>CIC</i></b>	Common-Interest Community, which is used interchangeably with homeowners association in this RFQ
<b><i>Division</i></b>	Department of Business and Industry, Real Estate Division
<b><i>Evaluation Committee</i></b>	An independent committee, a majority of which is State officers or employees, established to evaluate and score qualifications submitted in response to an RFQ pursuant to NRS §333.335
<b><i>May</i></b>	Indicates something that is permissible but not mandatory
<b><i>LOI</i></b>	Letter of Intent to Fund, a notification of the State’s intent to award a contract/subgrant to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal Notification of Award and Funding
<b><i>NAC</i></b>	Nevada Administrative Code
<b><i>NRS</i></b>	Nevada Revised Statutes
<b><i>RFQ</i></b>	Request for Qualifications – a written statement that sets forth the requirements and specifications of contract to be awarded by competitive selection per NRS §333.020(7)
<b><i>Shall/Must</i></b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a qualification as nonresponsive.
<b><i>Should</i></b>	Indicates something that is recommended, but not mandatory. If the vendor does not fulfill the recommendation, the State may, at its sole option, ask the vendor to address it or evaluate the qualification without it.
<b><i>State</i></b>	The State of Nevada and any agency identified herein
<b><i>Subcontractor</i></b>	Third party, not directly employed by the vendor, who will provide services identified in this RFQ (does not include third parties who provide support or incidental services to the vendor)
<b><i>Vendor</i></b>	Organization/individual submitting a qualification in response to this RFQ
<b><i>Will</i></b>	Expected or required

## 2. OVERVIEW OF PROJECT

The State of Nevada, Department of Business and Industry, Division of Real Estate, Office of the Ombudsman for Owners in Common-Interest Communities, provides training seminars on a variety of subjects for owners in common-interest communities. The Office of the Ombudsman was created to assist these associations through various means, including education.

The Ombudsman seeks qualified vendors to teach the following subjects: 1. Collections, Liens and Foreclosures; 2. Reserve Studies; 3. Maintenance and Risk Management; 4. Basics for HOA Treasurers, and 5. Financial Management of a CIC. The purpose is to provide practical knowledge to help boards make sound business judgments regarding their communities' affairs, and help homeowners understand the association-related challenges. Specific concepts and learning objectives are listed in Attachment E.

Prospective vendors must complete the application process as outlined in Section 4 of this RFQ and submit a complete qualification, including all requirements, by the Deadline for Submission on Page 1. A submission checklist, found in Section 8, is provided for the prospective vendor's convenience, however, applicants are expected to read this RFQ thoroughly to ensure satisfaction of terms, conditions and requirements. Please note that while detailed curricula are mandatory with submittals, original training materials are optional. Also note that vendors may be required to copy and distribute select State publications and education materials.

Payment will be on per-class basis and include a flat instructor's fee and the cost of providing teaching materials distributed to attendees. All contracts are effective on or about March 16, 2010, following approval by the Board of Examiners and contingent upon availability of funds. The length of a contract will be sixteen (16) months. Contract termination date, pursuant to this RFQ, will be June 30, 2011.

The state has contracted for educational providers to teach homeowners association seminars since 2002-2003. These seminars are provided to homeowners and board members to assist them in understanding their rights and responsibilities under chapter 116 of the Nevada Revised Statutes and their governing documents. There are approximately 3,000 homeowner associations registered with the state, comprising nearly half a million units.

The Office seeks vendors who can serve Northern and/or Southern Nevada, including small communities such as Mesquite and Pahrump. **Both individuals and companies** are invited to submit qualifications. Separate qualifications from individuals or companies can be submitted for any of the service areas. The Division reserves the right to award contracts to multiple vendors, if it is in the best interest of the program. **Division staff will help explain unfamiliar provisions during the open question period.** Please specify the areas you propose to serve.

## 3. EXPECTATIONS

Applicants must provide training curricula designed to instruct a lay audience of homeowners and board members in concepts that are relevant to the operations of their common-interest communities. A satisfactory curriculum shall place a strong emphasis on NRS 116 and related regulations. Awarded vendors must be prepared to teach their curriculum, answer questions regarding the subject taught, and defer questions outside their expertise.

3.1 Division Responsibilities include but are not limited to the following:

- 3.1.1 Promote the seminars by listing the class, date, time and place of each seminar on the Division's Web site as well as by soliciting media support.
- 3.1.2 Secure a facility at a location within the specified region (Reno, Las Vegas, etc.) that is easily accessible to all and that can accommodate the intended audience.
- 3.1.3 Provide originals of handouts for attendees regarding the topic of the class, as well as other materials of general interest to Nevada HOA residents for vendor to copy.
- 3.1.4 Provide written reviews to the vendors through an evaluation form completed by attendees.

3.2 Vendor Responsibilities include but are not limited to the following:

- 3.2.1 Develop a curriculum based upon the training objectives listed in Attachment E for that particular class.
- 3.2.2 Provide an attendance sheet and request participants sign in before the presentation.
- 3.2.3 Come prepared and start each contracted session at the designated time.
- 3.2.4 Make available, in a prominent place next to the sign-in sheet, copies of publications and other materials from the Office of the Ombudsman
- 3.2.5 Conduct the class so that it takes the allotted amount of time, including at least one break.
- 3.2.6 Conduct a question-and-answer period at the end of the presentation.
- 3.2.7 Obtain any equipment needed to conduct the class as outlined in the submitted curriculum.
- 3.2.8 Distribute the prescribed evaluation form to each participant at the end of class with instructions on how they are to be submitted. Evaluations are to be collected in a stamped, addressed envelope by an attendee, who is to seal the envelope and sign over the sealed flap.
- 3.2.9 Control questions from attendees during the presentation to ensure required material is covered. Ensure no attendee unreasonably consumes class time for personal issues.
- 3.2.10 Obtain Division's written approval in advance to add, delete or alter any materials or content. Additional materials shall be submitted to the Division for review no less than two weeks before seminar for review and approval. The Division maintains the right to deny use of additional materials.
- 3.2.11 Within 30 days, submit sign-in sheets from each seminar, which must include date, seminar topic, location of seminar and instructor(s). In addition, space must be provided on the sheet for attendees to fill in their name, signature, address, telephone number, e-mail (optional), association's name and the number of attendees. The Division should be able to read all information provided on the sign-in sheets. **Failure to provide sign-in sheets may result in nonpayment.**
- 3.2.12 At least once per quarter, provide to the Division in PC format any information gathered by the vendor and/or subcontractor including names, addresses, telephone numbers, e-mail addresses, association name and/or any other information gathered, which cannot be used by the vendor or subcontractors for his or her own personal and/or business use, or distributed to any party other than the Division.
- 3.2.13 Upon discovery that the vendor is unable to fulfill an obligation, notify the Division as early as possible but at least one week in advance.

- 3.2.14 Refrain from any attempt to promote one's own or any private entity's products or services in any manner. Vendors may briefly (2 minutes) explain their credentials at the beginning of each seminar.
- 3.2.15 Refrain from any and all political commentary.

### 3.3 Invoices

- 3.3.1 Invoices should be submitted to the Division within 30 days of the seminar. Each invoice must be an original, no faxes or e-mails will be accepted.
- 3.3.2 The State reserves the right to require that the awarded vendor, upon demand, provide proof of payment to any subcontractors and/or verification of vendor's expenses associated with this project.

## 4. APPLICATION PROCESS AND INSTRUCTIONS

### 4.1 RFQ Timeline

<b><u>TASK</u></b>	<b><u>DATE/TIME</u></b>
Deadline for submitting questions	<b>December 22, 2009 @ 4:30 p.m.</b>
Answers to all questions submitted available	<b>On or about December 29, 2009</b>
Deadline for submission of qualifications	<b>January 5, 2010 @ 4:30 p.m.</b>
Opening of qualifications	<b>January 5, 2010 @ 4:35 p.m.</b>
Evaluation period	<b>January 19 – January 20, 2010</b>
Notification of intent to award	<b>January 26, 2010</b>
Notification of award	<b>March 16, 2010</b>

***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.***

### 4.2 Questions and Answers

In lieu of a pre-qualification conference, the Division will accept questions and/or comments in writing, received either by mail, facsimile or e-mail regarding this RFQ as follows:

Questions must reference the identifying RFQ number and be addressed to the State of Nevada, Business & Industry, Real Estate Division, Office of the Ombudsman, 2501 E. Sahara Ave., Ste. 205, Las Vegas, NV 89104, ATTN: **Nicholas Haley**, faxed to 702-486-4520 or e-mailed to [nhaley@red.state.nv.us](mailto:nhaley@red.state.nv.us). The deadline for submitting questions is 12/29/2009 at 4:30 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 12/29/09. Please provide company name, address, phone number, fax number, e-mail address and contact person when submitting questions.

#### 4.3 Qualification submission requirements

The qualification must include a proposed curriculum incorporating the following:

- a. A lesson plan, dividing the proposed class into 5- to 15-minute segments. The lesson plan must address all points of instruction for the given seminar topic listed in Attachment E, in addition to any other points proposed by the vendor;
- b. A copy of any visual aids or handouts, such as an insurance policy, reserve study, spreadsheet or notice letter, including printouts of overhead projections or other media;

**(NOTE: Any real names from examples shall be changed, removed and/or otherwise made unidentifiable.)**

- c. Citations from relevant laws and regulations; and
- d. The vendor information listed in Section 5, excluding references, which are sent in accordance with the instructions in Section 5.2.

Pursuant to Section 6.1, the evaluation committee shall evaluate all submitted qualifications to select the highest-scored vendor qualifications for each seminar subject.

- 4.3.1 Vendors shall submit five (5) copies of their responses – one (1) marked “MASTER COPY”, one (1) marked “PUBLIC RECORD”, and three (3) identical copies – each in two separate parts:

##### **Part I: Technical Qualification**

The technical qualification must include a separate tab/section labeled “STATE DOCUMENTS” that shall include:

- All Amendments to the RFQ
- All Attachments requiring signature
- The technical qualification, which must not include confidential information. The technical qualification shall be submitted to the State in a sealed package and clearly marked:

**“Technical Qualification in Response to RFQ NO. CIC-10-001”**

##### **Part II: Confidential Information**

Any confidential information, as described in Section 5, shall be submitted to the State in a sealed package and be clearly marked:

**“Confidential Information in Response to RFQ NO. CIC-10-001”**

If the separately sealed qualification, marked as required above, is enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked:

REQUEST FOR QUALIFICATION NO. CIC-10-001  
QUALIFICATION OPENING DATE: January 5, 2010@4:35 p.m.  
FOR: Homeowner Association Seminars

4.4 Qualification shall be submitted to:

State of Nevada, Real Estate Division  
Nicholas Haley, Education/Information Officer  
2501 E. Sahara Avenue, Ste. 205  
Las Vegas, NV 89104-4137

- 4.5 **Qualifications must be received at the above-referenced address no later than 4:30 p.m. Pacific Time, January 5, 2010.** Submittals that do not arrive by the deadline **WILL NOT BE ACCEPTED**. Vendors may submit their qualifications at any time before the deadline.
- 4.6 The State will not be held responsible for qualifications mishandled as a result of the envelopes containing them not being properly prepared. Facsimile, e-mail or telephone qualifications **WILL NOT** be considered.
- 4.7 Although it is a public opening, only the names of the vendors submitting qualifications will be announced per NRS 333.335 (6). Technical details about the qualifications submitted will not be disclosed. Reasonable accommodations for those who are disabled and wish to attend the RFQ opening are available. Notify designee as soon as possible and at least three days in advance of the opening.
- 4.8 If discrepancies are found between two or more copies of a qualification, the Master Copy will provide the basis for resolving such discrepancies. If one copy of the qualification is not clearly marked "MASTER," the State may reject the qualification. However, the State may at its sole option select one copy to be used as the master.
- 4.9 For ease of evaluation, the qualification should be presented in a format that corresponds to and references sections outlined within this RFQ 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.
- 4.10 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the qualification and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.11 Qualifications 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 placed on conformance to the RFQ instructions, responsiveness to the requirements, and on completeness and clarity of content.
- 4.12 The qualification must be signed by the individual(s) legally authorized to bind the vendor (NRS 333.337).

- 4.13 For ease of response, vendors are encouraged, but not required, to obtain an electronic copy of the RFQ in PDF form from the Division's Web site at [www.red.state.nv.us](http://www.red.state.nv.us). On the Web site, go to Common-Interest Communities and select RFQ NO. CIC-10-001 under Highlights.
- 4.14 Vendors using an electronic copy of the RFQ to prepare their proposals should place their written responses *in an easily distinguishable typeface following the applicable question*.
- 4.15 For questions, requests and other communications concerning this RFQ, the sole contact will be the Division through the contract monitor listed for this RFQ. Other employees and representatives of the agency identified in the RFQ will not answer questions or otherwise discuss its contents with any prospective vendors or their representatives. **Failure to observe this restriction may result in disqualification of any subsequent qualification [NAC 333.155 (3)]**. This restriction does not preclude discussions among affected parties for the purpose of conducting business unrelated to this procurement.
- 4.16 Vendors who believe requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review in writing to the Division. Requests for administrative review of technical or contractual requirements must include the reason for the request, supported by facts, and any proposed changes to the requirements. To be considered, such a request must be **received** no later than the deadline for submission of questions. The Division shall promptly respond in writing to any written review request and, where appropriate, issue any revisions, substitutions or clarifications via an amendment to the RFQ.
- 4.17 If a vendor changes any material RFQ language, vendor's response may be deemed non-responsive (NRS 333.311).
- 4.18 Any vendor submitting a qualification must submit evidence of insurance upon signing any ensuing contract.
- 4.19 Vendors may take exception to the Payment schedule in Section 9 by submitting a Cost Proposal (Attachment D). Any proposed expenses must be reasonably justified and described in the technical qualification.

## **5. VENDOR INFORMATION AND REFERENCES**

### **5.1 PRIMARY VENDOR INFORMATION**

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

- 5.1.1 Company ownership (sole proprietor, partnership, etc.). Incorporated companies must identify the state in which the company is incorporated and the date of incorporation.  
**NOTE: An out-of-state vendor must become duly qualified to do business in the State of Nevada as a foreign corporation before a contract can be executed.**
- 5.1.2 Provide the following financial information and documents:

5.1.2.1 Dunn and Bradstreet number.

**The following documents should be submitted in a separate envelope marked “Confidential Information” and will be returned upon vendor’s written request.**

- 5.1.3 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.
- 5.1.4 Location(s) of the company offices and location of the office servicing Nevada.
- 5.1.5 Number of employees both locally and nationally.
- 5.1.6 Location(s) from which employees will be assigned.
- 5.1.7 Name, address and telephone number of the vendor’s point of contact for a contract resulting from this RFQ.
- 5.1.8 Company background/history and why vendor is qualified to provide services described in this RFQ.
- 5.1.9 Length of time vendor has been providing services described in this RFQ to the **public and/or private sector**. Please provide a brief description.
- 5.1.10 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.
- 5.1.11 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?
- 5.1.12 Resumes for key staff to be responsible for performance of any contract resulting from this RFQ.

## 5.2 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 Division’s designee.** It is the vendor’s responsibility to ensure that the completed forms are received by the Division **on or before the qualification 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 Division may contact any or all business references for validation of information submitted.

- 5.2.1 Client name;
- 5.2.2 Project description;
- 5.2.3 Project dates (starting and ending);
- 5.2.4 Staff assigned to reference engagement that will be designated for work for this RFQ; and
- 5.2.5 Client project manager name, telephone number, fax number and e-mail address.

## 5.3 SUBCONTRACTOR INFORMATION

Does this qualification include the use of subcontractors?

Yes \_\_\_\_\_ No \_\_\_\_\_

If “Yes,” vendor must:

- 5.3.1 Identify specific subcontractors and the specific requirements of this RFQ for which each proposed subcontractor would perform services.
- 5.3.2 Provide the same information for any proposed subcontractors as requested in the Primary Vendor Information section.
- 5.3.3 References as specified above must be provided for any propose subcontractors.
- 5.3.4 Primary vendor must notify the using agency of the intended use of any subcontractors not identified within their response and receive agency approval before subcontractor commencing work.

## **6. QUALIFICATION EVALUATION AND AWARD PROCESS**

6.1 Awards of contract pursuant to this RFQ shall be through a two-stage evaluation process, the first being conducted to determine the highest-scored vendor qualifications. In accordance with NRS 333.335 (3), qualifications shall be consistently evaluated and scored by the evaluation committee based upon the following criteria, listed in descending order of precedence:

- Appropriateness and creativity of teaching plan for subject matter(s), which must incorporate the applicability of Chapter 116 of NRS and NAC to the points covered;
- Vendor’s knowledge, education and training in the subject matter(s) offered for which the qualification is submitted;
- Experience in providing similar services; and
- Conformance with the terms of this RFQ.

**A vendor’s score must equal or exceed 65% of the total possible weighted score for the vendor to be considered as a viable candidate for contract award.**

**Qualifications shall be kept confidential until a contract is awarded.**

In the second stage, only those vendors who met the minimum score required to be considered viable will be evaluated. Based upon relative score, availability based on time and location, and the best interests of the State, vendors will be offered individual class dates determined during.

- 6.2 The evaluation committee shall consist of at least three members, two of whom shall be State employees or officers.
- 6.3 The committee may 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 vendor’s services; solicit information from any available source concerning any aspect of a qualification; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee reserves the right to award to multiple vendors if it is determined to be in the best interest of the State of Nevada [NRS 333.335 (5)].

- 6.4 Each vendor must include in its qualification 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 history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or contractual failures. See NRS 333.335.
- 6.5 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 qualifications. Such revisions may be permitted after submissions and before award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from qualifications submitted by competing vendors.
- 6.6 A Notification of Intent to Award shall be issued in accordance with NAC 333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendors or withdraw the RFQ.
- 6.7 Any contract resulting from this RFQ shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

## 7. **TERMS, CONDITIONS AND EXCEPTIONS**

- 7.1 Performance of vendors will be rated after each seminar, upon receipt of evaluation forms and sign-in sheets following contract award. The evaluation forms are to be sealed in an envelope and signature of an attendee is required over the sealed portion of the envelope before mailing to the Division. The categories for which the vendor will be rated are listed in two parts:
- Instructor evaluation:** preparation and presentation; knowledge of the subject; ability to communicate the subject matter clearly; use of visual aids and;
- Seminar Material:** seminar content; met stated seminar objectives; overall evaluation of seminar.
- 7.2 In accordance with Senate Bill (SB) 280 of the 2003 Nevada Legislature, if a vendor submitting a qualification in response to this solicitation is a resident of another state, and with respect to contracts awarded by that state, applies to vendors who are residents of that state a preference, which is not afforded to vendors or contractors who are residents of the State of Nevada, the State of Nevada, Business & Industry, Real Estate Division, insofar as it practicable, decrease the out of state vendor's proposal by an amount that is substantially equivalent to the preference that the other state of which the vendor is a resident denies to vendors or contractors who are residents of the State of Nevada.

- 7.3 This procurement is being conducted in accordance with NRS 333 and NAC 333.
- 7.4 The State reserves the right to alter, amend, or modify any provisions of this RFQ, or to withdraw this RFQ, or any portion thereof, at any time before the award of the contract pursuant hereto, if it is in the best interest of the State to do so.
- 7.5 The State reserves that right to waive informalities and minor irregularities in qualifications received.
- 7.6 The State reserves the right to reject any and all qualifications received before contract award (NRS 333.335).
- 7.7 The State shall not be obligated to accept only the highest-scoring qualification, but will make awards in the best interests of the State of Nevada after all factors have been evaluated (NRS 333.335).
- 7.8 Any irregularities or lack of clarity in the RFQ should be brought to the Division designee's attention as soon as possible so that corrective addendum may be furnished to prospective vendors.
- 7.9 Qualifications must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease-purchase agreements and the vendor's standard contract language. The omission of these documents renders a qualification non-responsive.
- 7.10 Alterations, modifications or variations to a qualification may not be considered unless authorized by the RFQ or by addendum or amendment.
- 7.11 Qualifications which appear unrealistic in terms of technical commitments, lack technical competence, or are indicative of failure to comprehend the complexity of this contract may be rejected.
- 7.12 Qualifications from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS 281 and NRS 284.
- 7.13 Qualifications may be withdrawn by written or facsimile notice received before the qualification opening time. Withdrawals received after the qualification opening time will not be considered except as authorized by NRS 333.350 (3).
- 7.14 No attempt may be made at any time to induce any firm or person to refrain from submitting a qualification or to submit any intentionally high or noncompetitive qualification. All qualifications must be made in good faith and without collusion.
- 7.15 The awarded vendor agrees to provide the services at the costs as set forth in this RFQ in response to this RFQ. No other costs or fees shall be payable to the awarded vendor for the implementation of their qualification.

- 7.16 The State is not liable for any costs incurred by vendors before entering into a formal contract. Costs of developing the qualifications 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.
- 7.17 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 the 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 information.
- 7.18 A qualification submitted in response to this RFQ must identify any sub-contractors, 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 qualification submitted in response to this RFQ, a statement to the effect that the subcontractor has read and will agree to abide by the awarded vendor's obligations.
- 7.19 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.
- 7.20 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.
- 7.21 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 connect 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 qualification. 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.
- 7.22 The State will not be liable for Federal, State, or Local excise taxes.
- 7.23 Execution of Attachment A of this RFQ shall constitute an agreement to all terms and conditions specified in the RFQ, including, without limitation, the Attachment B contract form 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.

- 7.24 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 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, the RFQ, any modifications and clarifications to the awarded vendor's qualification, and the awarded vendor's qualification. Specific exceptions to this general rule may be noted in the final executed contract.
- 7.25 Vendors understand and acknowledge 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.
- 7.26 No announcement concerning the award of the contract as a result of this RFQ can be made without the prior written approval of the State.
- 7.27 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 7.28 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and chapter 333 of Nevada Administrative Code.
- 7.29 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.
- 7.30 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.

**8. SUBMISSION CHECKLIST**

This checklist is provided for vendor’s convenience only and identifies required 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 (5) of qualifications, each packaged separately: \_\_\_\_\_
  - a. Page 2 of the RFQ completed and signed \_\_\_\_\_
  - b. Proposed outline of the seminar as described in Section 4.1 \_\_\_\_\_
  - c. Primary Vendor **Attachment A** signed with confidentiality and exceptions noted \_\_\_\_\_
  - d. Subcontractor **Attachment A** signed with confidentiality and exceptions noted \_\_\_\_\_
  - e. Primary Vendor Information including a resume and work samples \_\_\_\_\_
  - f. Subcontractor Information, including a resume and work samples (if applicable) \_\_\_\_\_
  - g. Reference forms sent out for Primary Vendor (Attachment C) \_\_\_\_\_
  - h. Reference forms sent out for Subcontractors (Attachment C, if applicable) \_\_\_\_\_
  - i. Verification of licensure for Primary Vendor (if applicable) \_\_\_\_\_
  - j. Verification of licensure for Subcontractors (if applicable) \_\_\_\_\_
- 2. Requested number of copies (5) of Confidential Information packaged separately (Section 5) \_\_\_\_\_
- 3. Other \_\_\_\_\_

Primary Vendor’s Company Name: \_\_\_\_\_

**9. PAYMENT**

Payment, per class, includes an instructor’s fee of \$350 (all locations), plus as much as \$100 for actual costs incurred to produce sufficient copies of class materials. Expenses must be a set price agreed upon during negotiations and is not subject to change.

Payment for the contracted service will be made after receipt of the invoice, evaluation forms, and original sign-in sheets are received and the Division’s approval. Failure to provide any of the above may result in nonpayment.

# ATTACHMENT A

## CERTIFICATION OF INDEMNIFICATION AND COMPLIANCE WITH TERMS AND CONDITIONS OF RFQ PRIMARY VENDOR

Submitted qualifications are confidential until the contract is awarded at which time both successful and unsuccessful vendors' qualifications become public information. In accordance with NRS 333.333, only specific parts of the qualifications may be labeled a "trade secret" as defined in NRS 600A.030 (5). Per the instructions in Section 4, these items must be separately contained in a package marked "Confidential Information." In the event a governing board acts as the final authority, there may be public discussion regarding the submitted qualifications that will be in an open meeting format, the qualifications will remain confidential.

This qualification 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 Qualification. Checking "YES" indicates acceptance, which checking "NO" denotes non-acceptance and should be detailed below. Any exceptions **MUST** be documented.

YES \_\_\_\_\_ NO \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
Primary Vendor

### EXCEPTION SUMMARY FORM

<b>RFQ SECTION NUMBER</b>	<b>RFQ PAGE NUMBER</b>	<b>PROPRIETARY INFORMATION AND/OR EXCEPTION (PROVIDE A DETAILED EXPLANATION)</b>

## CERTIFICATION OF INDEMNIFICATION AND COMPLIANCE WITH TERMS AND CONDITIONS OF RFQ SUBCONTRACTOR

Submitted qualifications are confidential until the contract is awarded at which time both successful and unsuccessful vendors' technical qualifications become public information. In accordance with NRS 333.333, only specific parts of the qualifications 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 qualifications that will be in an open meeting format, the qualifications will remain confidential.

This qualification 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 Qualification. Checking "YES" indicates acceptance, which checking "NO" denotes non-acceptance and should be detailed below. Any exceptions **MUST** be documented.

YES \_\_\_\_\_ NO \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
Subcontractor

### EXCEPTION SUMMARY FORM

<b>RFQ SECTION NUMBER</b>	<b>RFQ PAGE NUMBER</b>	<b>PROPRIETARY INFORMATION AND/OR EXCEPTION (PROVIDE A DETAILED EXPLANATION)</b>

## ATTACHMENT B

### **SAMPLE CONTRACT FORM**

The following State Contract Form is provided as a courtesy to vendors interested in responding to this Request for Qualifications. 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. Please pay particular attention to the insurance requirements, as specified in paragraph 16.

As with all other requirements of this RFQ, vendors may take exception to any of the terms in the Contract Form, including the required insurance limits. Exceptions will be considered during the evaluation process. **The Sample Contract Form should NOT be completed and submitted with the qualification response.**

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**A Contract Between the State of Nevada  
Acting By and Through Its**

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF CONTRACTING AGENCY)

and

(NAME, CONTACT PERSON, ADDRESS, PHONE, FACSIMILE NUMBER OF INDEPENDENT CONTRACTOR)

WHEREAS, NRS 284.173 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

- 1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
- 2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS §41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
- 3. **CONTRACT TERM.** This Contract shall be effective from \_\_\_\_\_ subject to Board of Examiners' approval (anticipated to be \_\_\_\_\_) to \_\_\_\_\_, unless sooner terminated by either party as specified in paragraph (10).
- 4. **NOTICE.** Unless otherwise specified, termination shall not be effective until \_\_\_\_ calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
- 5. **INCORPORATED DOCUMENTS.** The parties agree that the scope of work shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence; a Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract:
  - ATTACHMENT AA: STATE SOLICITATION (RFQ # \_\_\_\_\_) and ATTACHMENTS #1, ETC.;
  - ATTACHMENT BB: CONTRACTOR'S RESPONSE
  - ATTACHMENT CC: INSURANCE SCHEDULES

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph (5) at a cost of \$ \_\_\_\_\_ per \_\_\_\_\_ (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: \_\_\_\_\_, not to exceed \$ \_\_\_\_\_. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under generally 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. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, 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 Contractor 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 State, 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.

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

b. State Termination for Nonappropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

- i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
- ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
- iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;

iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph (21).

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. **INDEPENDENT CONTRACTOR.** Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

*This space blank intentionally*

Contractor's Initials

YES                      NO

- |  |       |       |
|--|-------|-------|
| 1. Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?   | _____ | _____ |
| 2. Will the Contracting Agency be providing training to the independent contractor?  | _____ | _____ |
| 3. Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?                            | _____ | _____ |
| 4. Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?                                     | _____ | _____ |
| 5. Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)? | _____ | _____ |
| 6. Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?  | _____ | _____ |
| 7. Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?               | _____ | _____ |

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The State shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

**Insurance Coverage:** The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the State of the completion of this Contract; or
2. Such time as the insurance is no longer required by the State under the terms of this Contract.

Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

***Workers' Compensation and Employer's Liability Insurance***

- 1) Contractor shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.
- 2) Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.  
If this contract is for temporary or leased employees, an *Alternate Employer* endorsement must be attached to the Contractor's workers' compensation insurance policy.
- 3) If the Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed "Affidavit of Rejection of Coverage Under NRS 616B627 and NRS 617.210" form.

## ***Commercial General Liability Insurance***

- 1) Minimum Limits required:  
**\$2,000,000** General Aggregate  
**\$1,000,000** Products & Completed Operations Aggregate  
**\$1,000,000** Personal and Advertising Injury  
**\$1,000,000** Each Occurrence
- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

## **Business Automobile Liability Insurance**

- 1) Minimum Limit required: **\$ 1,000,000** Each Occurrence for bodily injury and property damage.
- 2) Coverage shall be for “any auto” (including owned, non-owned and hired vehicles).  
The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

## **Professional Liability Insurance**

- 1) Minimum Limit required: **\$1,000,000** Each Claim
- 2) Retroactive date: Prior to commencement of the performance of the contract
- 3) Discovery period: Three (3) years after termination date of contract.
- 4) A certified copy of this policy may be required.

## ***Umbrella or Excess Liability Insurance***

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is “As Broad as Primary Policy”

## ***Commercial Crime Insurance***

Minimum Limit required: \$ \_\_\_\_\_ Per Loss for Employee Dishonesty  
This insurance shall be underwritten on a blanket form amending the definition of “employee” to include all employees of the Vendor regardless of position or category.

## ***Performance Security***

- Amount required: \$ \_\_\_\_\_
- 1) Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the State of Nevada, only.
  - 2) The security shall be deposited with the contracting State agency no later than ten (10) working days following award of the Contract to Contractor.
  - 3) Upon successful Contract completion, the security and all interest earned, if any, shall be returned to the Contractor.

## **General Requirements:**

- a. **Additional Insured:** By endorsement to the general liability insurance policy evidenced by Contractor, ***The State of Nevada, Nevada Real Estate Division, its officers, employees and immune contractors*** as defined in NRS41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not

relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the Risk Management Division.

- e. Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown below.
- f. Approved Insurer: Each insurance policy shall be:
  - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
  - 2) Currently rated by A.M. Best as “A- VII” or better.

**Evidence of Insurance:**

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) , signed by an authorized insurance company representative, **must** be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, Subsection a above.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor’s full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

**Mail all required insurance documents to the Contracting Agency identified on page one of the contract.**

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the State.

21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. **WARRANTIES.**

a. **General Warranty.** Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. **System Compliance.** Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multicentury formulas and data values and date data interface values that reflect the century. Pursuant to NRS 41.0321, the State is immune from liability due to any failure of any incorrect date being produced, calculated or generated by a computer or other information system.

27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.





QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this person's knowledge and expertise?

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

COMMENTS:

3. How would you rate the vendor's dynamics/interaction between his/her audience through presentation skills?

\_\_\_\_\_(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. Who were the vendor's subcontractors 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 base your rating?

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

Name\_\_\_\_\_Rating:\_\_\_\_\_

Name\_\_\_\_\_Rating:\_\_\_\_\_

Name\_\_\_\_\_Rating:\_\_\_\_\_

Name\_\_\_\_\_Rating:\_\_\_\_\_

COMMENTS:

6. How satisfied are you with the services provided by this vendor?

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

## ATTACHMENT D

### COST PROPOSAL

Vendors taking exception to the price structure must provide detailed fixed price costs, including out-of-pocket expenses, for all costs associated with their qualification, to include but not be limited to those items listed in the solicitation letter.

<b>Instructor fee</b>		\$ _____
<b>Sub-contractor costs</b>		\$ _____
<b>Support staff cost</b>		\$ _____
<b>Transportation cost</b>		\$ _____
<b>Course materials cost</b>		\$ _____
<b>Copying cost</b>	_____ X _____ <i>(attendees) (copies)</i>	\$ _____
<b>Audio/Visual Equipment cost</b>		\$ _____
<b>Refreshments (optional)</b>		\$ _____
<b>Other</b> _____		\$ _____
<b>Other</b> _____		\$ _____
<b>Other</b> _____		\$ _____
<b>Other</b> _____		\$ _____
<b>TOTAL COST OF PROPOSAL</b>		<b>\$ _____</b>

## ATTACHMENT E

### Seminar Topic

*The subject matters listed below are required points of instruction. They do not necessarily reflect all points of instruction that may be included. Vendors are encouraged to provide additional points pertaining to the subject matter, particularly those that assist associations in conforming to the law.*

***NOTE:*** *All new statutes and regulations must be incorporated into any relevant seminar material, including information on relevant new laws or regulations that may not be in effect until a later date.*

#### **Collections, Liens and Foreclosures within a Common-Interest Community**

This seminar must summarize the economic circumstances facing homeowners and common-interest communities in Nevada, the challenges they present, and the recourses available to an association to ensure its obligations are met. Topics include the effect of empty houses on communities (including blight and health and safety), the fiduciary duties of boards as they apply to these subjects, and the tools available to HOAs to address nonpayment of assessments, revenue shortfalls, absentee owners (including financial institutions). Seminar must emphasize a board's duties under NRS 116 (especially NRS 116.3116- NRS 116.31168) and the HOA's governing documents with a focus on problem solving and mitigating. It should also address economic hardships commonly faced by unit owners and what considerations an HOA may make on their behalf.

#### **Points of Instruction**

1. Who is affected by the foreclosure crisis (HOAs, public services, homeowners, tenants, banks)?
2. Outline how each of the above is affected and how their decisions and interests affect one another.
3. Outline common scenarios, e.g., blighted houses, lengthy foreclosures with no assessments, damage to common area, from financial and quality-of-life perspectives.
4. For each scenario, cite the appropriate professionals, agencies and other sources of help from a problem-solving or mitigating approach.
5. Present the duties and obligations of associations facing economic hardship. Discuss practical means by which an association may reconsider governing documents to address changing circumstances.
6. Describe options available to an association when a member stops paying assessments (collections, liens, foreclosures and repayment plans) or adhering to association rules and standards (e.g., taking care of blighted property and using liens to recoup expenses).
7. List advantages, disadvantages and limitations to various policies for using collections and liens.

8. Emphasize the importance of using professionals (e.g., debt collection agencies, law firms) who understand and adhere to NRS 116 when adopting legal remedies.
9. What considerations should a board keep in mind when developing a policy for dealing with foreclosed properties and their owners? Points include legality, consistency, financial stability and cash flow for HOA, and quality of life for residents.
10. What considerations should/ could an association make on behalf of struggling unit owners?
11. How does bank ownership change an association's relationship with a unit? Describe means of interaction with financial institutions, including means of obtaining a cooperative relationship.

## Seminar Topic

*The subject matters listed below are required teaching. The points of instruction under each subject should be included in the lecture, but do not necessarily reflect all points of instruction that can be included, provided that the additional information supplied pertains to the subject matter and conforms with state law.*

**Note:** *All new statutes and regulations must be incorporated into any relevant seminar material, including information on relevant new laws or regulations that may not be in effect until a later date.*

### **Basics for HOA Treasurers**

This seminar must discuss the duties typical of a treasurer to manage the finances in a common-interest community, including reading and understanding financial statements, types of expenditures, controls on checks and other revenue, audits, checks and balances, guidelines for preparation of a budget, and proper oversight of management bookkeeping. It must address the spending authority of community managers and board officers, where authorization originates (governing documents and NRS 116 and related state statutes), and reporting requirements under NRS 116, particularly NRS 116.31083. For sample documents, redact identifiable information. The class should complement the Financial Management seminar. Where Financial Management focuses on policy and decision-making, the Treasurer class delves into greater understanding of statements, reports and specific requirements.

#### **Points of instruction:**

1. Outline the duties of a treasurer typical to most CC&Rs and bylaws, including where to find them and what they entail in practice.
2. Explain related duties that are commonly contracted to a management company or expert.
3. Explain the purposes of different accounts, notably operating and reserve, and accompanying restrictions on their uses and disbursements. Differentiate “account” and “accounting” regarding fines.
4. Explain the differences among fines, penalties, assessments, special assessments and other income and why those differences matter.
5. Show examples of financial statements, including interim, audited, etc. (redacting identifiable data).
6. Show examples of budgets. (again, redact identifiable data)
7. Walk through the creation and compilation of a budget.
8. Map out important timelines in the preparation of financial statements, annual budgets, etc.
9. What should a treasurer’s report include?
10. Why are there audits and reviews by a CPA? Show how to identify red flags.
11. Who’s minding the finances? Explain who reviews financial records and how often.
12. Explain the basics of internal controls as they apply to HOAs.
13. How should association financial records be kept? What documents are stored, where and for how long?

## Seminar Topic

*The subject matters listed below are required teaching. The points of instruction under each subject must be included in the lecture, but do not necessarily reflect all points of instruction that can be included, provided that the additional information supplied pertains to the subject matter and conforms with state law.*

***NOTE:*** *All new statutes and regulations must be incorporated into any relevant seminar material, including information on relevant new laws or regulations that may not be in effect until a later date.*

### **Common-Interest Community Maintenance and Risk Management**

This seminar must discuss the duty of the association to maintain, for health, safety and welfare, the HOA's common areas, including, but not limited to, roads and sidewalks, pool service, plumbing, landscaping. It must also discuss means for mitigating or transferring risks, particularly those associated with proper maintenance. Other main topics of the class: obtaining appropriate insurance, participating in safety walks, and issues pertaining to homeowner vs. association responsibility. Appropriate state statutes and regulations (NRS 116, NRS 38.300 through 38.360 inclusive and NAC 116) must be cited. All topics should be incorporated into a framework that outlines the development of an association maintenance and risk management plan.

#### **Points of Instruction on Maintenance:**

1. Define different types of community maintenance.
  - A. Scheduled
  - B. Routine
  - C. Preventive
  - D. Corrective
  - E. Emergency
2. Who should inspect the common area to determine if maintenance is needed?
  - A. Board members or Board Maintenance Committee
  - B. Community Manager
  - C. Licensed and/or expert service provider (if needed)
3. Discuss frequency/ scheduling of inspections of common elements.
4. Contrast association/ unit owner responsibilities with emphasis on identifying each. Explain how to identify responsibilities not readily specified by governing documents.
5. Explain how to address corrective actions.
7. Explain how maintenance, repair and restoration are related and when to take projects to the next step.
8. What are some recommended contract terms (length, specificity, etc.)?
9. What is maintenance and what is repair and replacement? Explain difference in funding.
10. How does maintenance and risk management relate to the reserve study and reserve funding?
11. What options are available to the association if there is not enough money to maintain common areas?  
Explain priorities and potential ramifications of poor maintenance.

### Points of Instruction on Risk Management

1. Define risk management and techniques for addressing it (transfer, mitigation, etc.).
2. Explain who needs insurance in an HOA.
  - A. Board of directors
  - B. Community manager and other experts
  - C. Vendors
  - D. Homeowners
  - E. Residents
  - F. Others
3. Whose policy? Explain where one policy ends and another begins.
4. Explain means of protection (consulting experts, closing off unsafe facilities, etc.) and other noninsurance ways of reducing risk.
5. What insurance should the association maintain to cover liabilities?
  - A. Liability
  - B. Umbrella Liability
  - C. Property Coverage
  - G. Non-owned auto coverage
  - H. D & O
  - I. Fidelity
4. Explain coverage plans to protect the executive board.
5. Explain insurance agent's role in identifying risks and determining appropriate coverage.
6. How much insurance does an association really need to carry?
7. Explain potential ramifications of homeowners performing tasks for association, including labor and professional services.
8. Can unit owners be held liable if the association does not have enough insurance to cover any claim brought against the association?
9. Explain ramifications of inadequate insurance.

## Seminar Topic

*The subject matters listed below are required teaching. The points of instruction under each subject should be included in the lecture, but do not necessarily reflect all points of instruction that can be included, provided that the additional information supplied pertains to the subject matter and conforms with state law.*

*Note: All new statutes and regulations must be incorporated into any relevant seminar material, including information on relevant new laws or regulations that may not be in effect until a later date.*

### Reserve Studies

This seminar must provide information and guidelines on how to prepare a reserve study, including a summary of an inventory and evaluation of the major components of the common elements that the association is obligated to repair, replace and restore which have a remaining life of 30 years or less, and the preparation of a funding plan to guide boards in implementing the recommendations. The reserve study guidelines created for the Nevada Real Estate Division by the Lied Institute for Real Estate Studies shall be used in the teachings and a hard copy must be provided to each attendee. Appropriate state statutes and regulations (NRS 116 and NAC 116) must be used in the education process.

#### Points of instruction:

1. Explain the following concepts: reserve study, reserve account, assessment, reserve study specialist, major components, remaining useful life, and funding plans (baseline, threshold and full).
2. Explain how often reserve studies must be conducted and reviewed by law, what they must contain, who may perform them, and all others parameters set by law.
3. Explain the contents of a well-prepared reserve study (beyond legal requirements), how to evaluate one, and what to reconsider at the annual reviews.
4. Show attendees how to “use” the reserve study and how to devise a funding plan for the reserve account.
5. In addition to legal requirements, show reserve study’s practical role in long-term viability of HOA.
6. Give walk-through of reserve funding process over time, including developer transition, study, adoption, funding plan, budget, etc.
7. Outline plans for associations that have fallen behind in funding.
8. Provide a walkthrough of documents filed with the state pertaining to the reserve study (Annual Registration, Reserve Study Summary). Show associations how to check credentials and other qualifications of prospective reserve study specialists.

## Seminar Topic

*The subject matters listed below are required teaching. The points of instruction under each subject should be included in the lecture, but do not necessarily reflect all points of instruction that can be included, provided that the additional information supplied pertains to the subject matter and conforms with state law.*

*Note: All new statutes and regulations must be incorporated into any relevant seminar material, including information on relevant new laws or regulations that may not be in effect until a later date.*

### **Fundamentals of the Financial Management of a CIC**

This seminar must discuss how to manage the finances of a common-interest community from a policy-making perspective. It should focus on basic financial concepts common to associations, obligations under CC&Rs and state law, and short- and long-term policy choices. Class segments incorporate more detailed discussions from other seminar subjects. Appropriate state statutes and regulations (NRS 116 and NAC 116) must be used in the education process.

#### **Points of instruction:**

1. What are the financial obligations vs. prerogatives of an association?
2. How does an association determine proper expenditures?
3. What types of policy discussions might precede the creation of a budget?
4. How do associations derive their revenue? (explain role of assessments vs. other revenue)
5. How do they formulate the proper level of funding?
6. What are the different accounts and accountings an association must maintain?
7. How do associations correct for changes in anticipated revenue or expenditures?
8. What tools are available to collect assessments and other revenue from delinquent accounts?
9. What considerations might a board take into account when creating a policy for delinquent accounts?
10. What financial records must be maintained by the association and how long must they be maintained?
11. What are some reasonable guidelines for controlling/ providing access to association financial records among members and directors?
12. How often should various financial data be reviewed by the executive board? (Provide thorough review of requirements under NRS 116.)
13. What role do certified public accountants and other experts have in the financial management of an association?
14. When is an audit or review required? When is it advisable?
15. What considerations might an association make when annually reviewing the reserve study?

**ATTACHMENT F  
DATES, LOCATIONS & TIMES  
FOR  
HOMEOWNER ASSOCIATION TRAINING SEMINARS**

**Seminars will be scheduled by the Division** following the Letter of Intent to Award, pursuant to this RFQ. They are subject to change, based upon the availability of appropriate venues and the State's intent to maximize attendance.

1. All locations shall be "neutral" sites such as public facilities that are welcoming, accessible to all and provide an effective education environment. Attendees shall be able to attend free of charge. Specific locations are subject to change based upon availability of space, but must remain in the region specified (e.g., Henderson).
2. Dates shall be selected to maximize potential attendance and timeliness of subject matter. All classes must take place during contract period, which cannot start before approval by the Board of Examiners and runs through June 30, 2011. Dates and times shall be agreed upon during the negotiation process and may be changed only at the sole discretion of the Division. Vendors shall notify the Division as early as possible if they are unable to fulfill a contracted class date. The Division reserves the right to award to another qualifying vendor in the event a previously selected vendor is unable to fulfill a contracted class date. The Division may reassign all of a vendor's awarded class dates in the event a vendor demonstrates a pattern of cancellations, no-shows or otherwise fails to perform vendor requirements as listed in Section 4 of this RFQ.
3. The Division seeks to negotiate class dates with qualified vendors in the following locations:
  - A. Collections, Liens and Foreclosures: Southwest Las Vegas, Northwest Las Vegas, North Las Vegas, Henderson and Reno.
  - B. Basics for HOA Treasurers: Southwest Las Vegas, Northwest Las Vegas, North Las Vegas, Henderson, Reno, Pahrump, Laughlin and Mesquite.
  - C. Maintenance and Risk Management: Southwest Las Vegas, Northwest Las Vegas, North Las Vegas, Henderson, Reno, Pahrump, Laughlin and Mesquite.
  - D. Reserve Studies: Southwest Las Vegas, Northwest Las Vegas, North Las Vegas, Henderson, Reno, Pahrump, Laughlin and Mesquite.
  - E. Financial Management: Southwest Las Vegas, Northwest Las Vegas, North Las Vegas, Henderson, Reno, Pahrump, Laughlin and Mesquite.

The Division may schedule multiple sessions of a class in a given location.

Vendors should indicate in their lesson plan which locations they are available to serve, **but are NOT required to provide a separate submittal for each.**