

JIM GIBBONS  
Governor

STATE OF NEVADA

GAIL J. ANDERSON  
Administrator

MENDY K. ELLIOTT  
Director



LINDSAY WAITE  
Ombudsman

DEPARTMENT OF BUSINESS AND INDUSTRY  
REAL ESTATE DIVISION  
OFFICE OF THE OMBUDSMAN

2501 E. Sahara Avenue, Suite 202  
Las Vegas, Nevada 89104  
(702) 486-4480 • Fax (702) 486-4520  
Statewide Toll Free 1-877-829-9907  
CICombudsman@red.state.nv.us  
[www.red.state.nv.us](http://www.red.state.nv.us)

THE REAL ESTATE DIVISION  
IS SOLICITING PROPOSALS FOR  
HOMEOWNER ASSOCIATION TRAINING SEMINARS

**REQUEST FOR PROPOSAL NO.: CIC-08-001**

**DEADLINE FOR SUBMITTING QUESTIONS: JUNE 8, 2007**

**DEADLINE FOR SUBMISSION: JUNE 25, 2007**

**OPENING DATE & TIME: JUNE 26, 2007 @ 10:00A.M.**

The State of Nevada, Business & Industry, Real Estate Division, (“Division”) Office of the Ombudsman for Owners in Common-Interest Communities, (“CIC”) is soliciting proposals for educational providers to teach homeowner CIC living effective August 27, 2007. The length of the contract will be 17 months.

The actual RFP document consists of **45** pages.

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

1. Retrieve the document from the Real Estate Division’s web sit at [www.red.state.nv.us](http://www.red.state.nv.us). Go to Common-Interest Community, Request for Proposals. You will be responsible for checking the web site for any amendments.
2. E-Mail us at [sgmeriwea@red.state.nv.us](mailto:sgmeriwea@red.state.nv.us) and request a copy of the RFP be forwarded to you. Please include your name, address, contact name, phone number and fax number. We will automatically send you any amendments or changes to the RFP.
3. Fill out this form and fax it back to us at 702/486-4520. We will automatically send you any amendments or changes to the RFP.

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
 Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

JIM GIBBONS  
Governor

STATE OF NEVADA

GAIL J. ANDERSON  
Administrator

MENDY K. ELLIOTT  
Director



LINDSAY WAITE  
Ombudsman

DEPARTMENT OF BUSINESS AND INDUSTRY  
REAL ESTATE DIVISION  
**OFFICE OF THE OMBUDSMAN**

2501 E. Sahara Avenue, Suite 202  
Las Vegas, Nevada 89104  
(702) 486-4480 • Fax (702) 486-4520  
Statewide Toll Free 1-877-829-9907  
CICombudsman@red.state.nv.us  
[www.red.state.nv.us](http://www.red.state.nv.us)

Request for Proposal No.: CIC-08-001  
for

**Homeowner Association Training Seminars**

**Release Date:** May 27, 2007

**Deadline for Submission:** June 25, 2007 @ 4:00p.m. Pacific Time

**Opening Date and Time:** June 26, 2007 @ 10:00a.m., Pacific Time

For additional information, please contact:  
Sonya Meriweather, Administrative Officer  
702/486-4480

**See Page 6, for instructions on submitting proposals.**

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: \_\_\_\_\_

## TABLE OF CONTENTS

1.	OVERVIEW OF PROJECT.....	4
2.	ACRONYMS/DEFINITIONS.....	4
3.	SCOPE OF WORK.....	5
3.	COMPANY BACKGROUND AND REFERENCES.....	7
4.	COST.....	8
5.	PAYMENT.....	9
3.	SUBMITTAL INSTRUCTIONS.....	9
4.	TERMS, CONDITIONS AND EXCEPTIONS.....	13
5.	SUBMISSION CHECKLIST.....	17
	Attachment A.....	18
	Attachment B.....	20
	Attachment C.....	30
	Attachment D.....	33
	Attachment E.....	34
	Attachment F.....	41
	Attachment G.....	44

**A Request for Proposals process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. While adherence to specifications is desired, vendors may take exception to any requirement of the RFP. Exceptions should be clearly stated in Attachment A (Certification of Indemnification and Compliance with Terms and Conditions of RFP) and will be considered during the proposal evaluation process. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State NRS 333.350(1)**

## **1. OVERVIEW OF PROJECT**

The State of Nevada, Business & Industry, Real Estate Division, Office of the Ombudsman for Owners in Common-Interest Communities, is soliciting proposals for educational providers to teach homeowner association training seminars regarding CIC living effective August 27, 2007. The length of the contract will be seventeen (17) months. The contract termination date, pursuant to this RFP, will be December 31, 2008.

The State has contracted for educational providers to teach homeowner association seminars since 2002-2003. These seminars are provided to homeowners and board members to assist them in understanding their rights and responsibilities under chapters 116 of Nevada law and their governing documents. There are approximately 2,923 homeowner associations registered with the Office of the Ombudsman with over 421,461 homeowners. The Office of the Ombudsman was created to assist these associations through education to promote understanding while living in a CIC.

The Office of the Ombudsman is seeking providers that can service northern and southern Nevada. The Office of the Ombudsman welcomes separate proposals from organizations that can service any of the above areas and reserves the right to award contracts to multiple vendors, if in the best interest of the program. Please specify what areas your company is proposing to service.

## **2. ACRONYMS/DEFINITIONS**

For the purposes of this RFP, 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 RFP.
<b><i>Evaluation Committee</i></b>	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS 333.335.
<b><i>CIC</i></b>	Common-Interest Communities
<b><i>May</i></b>	Indicates something that is not mandatory but permissible.
<b><i>NAC</i></b>	Nevada Administrative Code
<b><i>NRS</i></b>	Nevada Revised Statutes

<b><i>Division</i></b>	Real Estate Division
<b><i>RFP</i></b>	Request for Proposal – a written statement which set forth the requirements and specifications of contract to be awarded by competitive selection 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 proposal as non-responsive.
<b><i>Should</i></b>	Indicates something that is recommended but not mandatory. If the vendor fails to provide the recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<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 RFP. This does not include third parties who provide support or incidental services to the vendor.
<b><i>Will</i></b>	Expected or required.
<b><i>Vendor</i></b>	Organization/individual submitting a proposal in response to this RFP.

### **3. SCOPE OF WORK**

This RFP is to solicit proposals from vendors to provide educational seminars, pursuant to NRS 116 for homeowners and executive board members that live in homeowner associations, which comprise common-interest communities.

#### 3.1 Division Responsibilities

- 3.1.1 The Division will assist in the promotion of the seminars by listing the class, date, time and place of each seminar on the Division's web site.
- 3.1.2 Provide written reviews to the vendors from the utilization of the evaluation form by attendees.

#### 3.2 Vendor Responsibility

- 3.2.1 Each seminar will last 3 hours with at minimum of 1 break.
- 3.2.2 Necessary equipment is required to assure that attendees are able to hear the entire presentation.
- 3.2.3 The room temperature should be maintained accordingly with the weather conditions.
- 3.2.4 Each vendor is expected to come prepared to teach each session.

- 3.2.5 Each seminar must start at the designated time.
- 3.2.6 The vendor is responsible for advertising each seminar to promote good attendance. This can be achieved by flyer, newspaper, radio, etc.
- 3.2.7 Vendor is responsible for submitting a copy of all advertising to the Division one week in advance of the date of the seminar.
- 3.2.8 Secure a facility in a location that is easily accessible, which can accommodate the intended audience.
- 3.2.9 Vendor shall control questions from attendees during the presentation and are expected to cover required material. No attendee should monopolize class time for his or her personal issues.
- 3.2.10 Provide instructional handouts for each attendee regarding the topic to assist in the learning process. Question and answer period should be at the end of the presentation.
- 3.2.11 For the Reserve Study seminar, provide a CD and a hard copy of the reserve study guideline, created for the Real Estate Division by the Lied Institute for Real Estates Studies for each attendee in addition to any materials utilized by the vendor for the reserve study seminar.
- 3.2.12 Utilization of experts in fields of discussion when applicable.
- 3.2.13 Vendor must obtain Division's approval to change, alter or include any materials in any presentation, which was not submitted originally with the proposal. Additional materials must be submitted to the Division for review no less than 2 weeks prior to seminar for and approval. The Division maintains the right to deny use of additional material after review.
- 3.2.14 Submit evaluation forms to the Division after each seminar. A copy of evaluation form that is required can be obtained from Division. All evaluation forms should be place in a sealed envelope by an attendee from the audience. The attendee will sign over the sealed flap before the vendor mails the sealed evaluation envelope to the Division.
- 3.2.15 Submit sign-in sheets from each seminar. The sign-in sheets must include date, seminar topic, location of seminar, instructor(s), printed name and signature of each attendee, 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.
- 3.2.16 Maintain a database of attendees for purposes of notification of the seminars only. Any information gathered by the vendor and/or sub-contractor including, names, addresses, telephone numbers, E-mail addresses, association name and/or any other information gathered can not be utilized by the vendor or sub-contractors for his or her own personal and/or business use.
- 3.2.17 Vendors and their sub-contractors shall refrain from any attempt to promote their own business in any manner. This will include the labeling of any vendor and/or subcontractor material utilized on handouts or in the presentation process.

### 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. The invoice should accompany the sign-in sheets when submitted to the Division.
- 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. **COMPANY BACKGROUND AND REFERENCES**

##### 4.1 PRIMARY VENDOR INFORMATION

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

4.1.1 Company ownership (sole proprietor, partnership, etc.)  
4.1.1.1 Incorporated companies must identify the state in which the company is incorporated and the date of incorporation.  
**Please be advised** An out-of-state vendor must become dully qualified to do business in the State of Nevada as a foreign corporation before a contract can be executed.

4.1.2 Provide the following financial information and documents:  
4.1.2.1 Dunn and Bradstreet number.

These documents should be submitted in a separate envelope marked "Confidential" and will be returned upon vendor's written request.

4.1.3 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.

4.1.4 Location(s) of the company offices and location of the office servicing Nevada.

4.1.5 Number of employees both locally and nationally.

4.1.6 Location(s) from which employees will be assigned.

4.1.7 Name, address and telephone number of the vendor's point of contact for a contract resulting from this RFP.

4.1.8 Company background/history and why vendor is qualified to provide services described in this RFP.

4.1.9 Length of time vendor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.

4.1.10 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.

4.1.11 Nevada, any of its political subdivisions or by any other government?  
 Yes  No If "Yes," is that employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?

4.1.12 Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

## 4.2 REFERENCES

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

- 4.2.1 Client name;
- 4.2.2 Project description;
- 4.2.3 Project dates (starting and ending)
- 4.2.4 Staff assigned to reference engagement that will be designated for work for this RFP;
- 4.2.5 Client project manager name, telephone number, fax number and e-mail address.

## 4.3 SUBCONTRACTOR INFORMATION

4.3.1 Does this proposal include the use of subcontractors?

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

If "Yes," vendor must:

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

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

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

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

## 5. COST

Vendor must submit a cost proposal using the worksheet inserted in **Attachment D** of this RFP. Cost information **must not** be included with the vendor's Technical Proposal, please refer to the Submittal Instructions (Section 7.18)

## 6. PAYMENT

- 6.1 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.

## 7. SUBMITTAL INSTRUCTIONS

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

Questions must reference the identifying RFP number and be addressed to the State of Nevada, Business & Industry, Real Estate Division, Office of the Ombudsman, 2501 E. Sahara, Ste. 202, Las Vegas, NV 89104, **ATTN: Sonya Meriweather**, faxed to (702) 486-4520 or e-mailed to [sgmeriwea@red.state.nv.us](mailto:sgmeriwea@red.state.nv.us). The deadline for submitting questions is June 8, 2007 at 4:00 p.m., Pacific Time. All questions and/or comments will be addressed in writing and responses mailed, faxed or e-mailed to prospective vendors on or about June 12, 2007. Please provide company name, address, phone number, fax number, E-mail address and contact person when submitting questions.

- a. Pursuant to section 8.1, the evaluation committee shall evaluate all submitted proposals to select the highest scored vendor proposals for each individual seminar in each location and date.

### 7.2 RFP Timeline

<b><u>TASK</u></b>	<b><u>DATE/TIME</u></b>
Deadline for submitting questions	<b>June 8, 2007 @ 4:00 p.m.</b>
Answers to all questions submitted available	<b>On or about June 12, 2007</b>
Deadline for submission of proposals	<b>June 25, 2007 @ 4:00 p.m.</b>
Opening of proposals	<b>June 26, 2007 @ 10:00 a.m.</b>
Evaluation period	<b>June 28 – July 2, 2007</b>
Notification of intent to award	<b>July 3, 2007</b>
Notification of award	<b>July 5, 2007</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.***

- 7.3 Vendors shall submit one (1) original proposal marked “MASTER” and 4 identical copies to the address listed below. In addition, vendors must submit one redacted proposal copy marked, “PUBLIC RECORD,” for the State to utilize for future public records requests.

State of Nevada, Real Estate Division  
Sonya Meriweather, Administrative Officer  
2501 E. Sahara Avenue, Ste. 202  
Las Vegas, NV 89104

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

REQUEST FOR PROPOSAL NO.: CIC-08-001  
**PROPOSAL OPENING DATE: June 26, 2007 @ 10:00 a.m.**  
FOR: \_\_\_\_\_

- 7.4 **Proposals must be received at the above-reference address no later than 4:00 p.m. Pacific Time, June 25, 2007.** Proposals that do not arrive by proposal deadline WILL NOT BE ACCEPTED. Vendors may submit their proposal at any time prior to the above stated deadline.
- 7.5 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone proposals will **NOT** be considered.
- 7.6 Although it is a public opening, only the names of the vendors submitting proposals will be announced NRS 333.335 (6). Technical and cost details about the proposals submitted will not be disclosed. Reasonable accommodations for members of the public who are disabled and wish to attend the RFP opening is available. Notify designee as soon as possible and at least three days in advance of the opening.
- 7.7 If discrepancies are found between two or more copies of the proposal, the Master copy will provide the basis for resolving such discrepancies. If one copy of the proposal is not clearly marked “MASTER,” the State may reject the proposal. However, the State may at its sole option, select one copy to be used as the master.
- 7.8 For ease of evaluation, the proposal should be presented in a format that corresponds to and references sections outlined within this RFP and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. Exceptions to this will be considered during the evaluation process.
- 7.9 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 7.10 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on

conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

- 7.11 Descriptions on how services will be provided to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 7.12 The proposal must be signed by the individual(s) legally authorized to bind the vendor NRS 333.337.
- 7.13 For ease of responding to the RFP, vendors are encouraged, but not required, to obtain an electronic copy of the RFP in PDF form from the Division's website at [www.red.state.nv.us](http://www.red.state.nv.us). Go to Common-Interest Communities, Request for Proposals.
- 7.14 Vendors utilizing an electronic copy of the RFP in order to prepare their proposals should place their written response *in an easily distinguishable font immediately following the applicable question*.
- 7.15 For purposes of addressing questions concerning this RFP, the sole contact will be the Division. Upon issuance of this RFP, other employees and representatives of the agency identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal NAC 333.155 (3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 7.16 Vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Division. To be considered, a request for review must be **received** no later than the deadline for submission of questions.

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

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

- 7.17 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive. NRS 333.311.
- 7.18 Proposals shall be submitted in two (2) distinct parts – the **narrative/technical proposal** and the **cost proposal**. **THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION**. While Technical and Cost proposals may be shipped together (i.e., in the same box/envelope), each proposal inclusive of the Master and requisite number of copies, must be bound or packaged separately.

7.19 Any vendor submitting a proposal must submit their approved Plan of Insurance for verification upon signing the contract.

## **8. PROPOSAL EVALUATION AND AWARD PROCESS**

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

### **STAGE 1**

- (Knowledge) education and training in the subject matter(s) offered for which the proposal is submitted;
- Appropriateness of teaching plan for subject matter(s) proposed, which must include showing the applicability of Chapter 116 or NRS and NAC in the teaching plan;
- Experience in teaching the same or similar subject matter(s); and
- Conformance with the terms of this RFP.

### **STAGE 2**

- Cost proposal.

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

- 8.2 The evaluation committee may also contact the references provided in response to the section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal; but shall make an award in the best interest of the State of Nevada  
NRS 333.335 (5)
- 8.3 Each vendor must include in its' proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or contractual failures. See generally, NRS 333.335.
- 8.4 Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive NAC 333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.

- 8.5 A Notification of Intent to Award shall be issued in accordance with NAC 333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendors or withdraw the RFP.
- 8.6 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

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

- 9.1 Performance of vendors will be rated 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 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; content of the handout(s); overall evaluation of seminar.
- 9.2 In accordance with Senate Bill (SB) 280 of the 2003 Nevada Legislature, if a vendor submitting a proposal 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, increase 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.
- 9.3 This procurement is being conducted in accordance with NRS chapter 333 and NAC chapter 333.
- 9.4 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of the contract pursuant hereto, if it is in the best interest of the State to do so.
- 9.5 The State reserves that right to waive informalities and minor irregularities in proposals received.
- 9.6 The State reserves the right to reject any and all proposals received prior to contract award (NRS 333.335).
- 9.7 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS 333.335).

- 9.8 Any irregularities or lack of clarity in the RFP should be brought to the Division designee's attention as soon as possible so that corrective addendum may be furnished to prospective vendors.
- 9.9 Proposals 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 proposal non-responsive.
- 9.10 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 9.11 Proposals 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.
- 9.12 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter 281 and NRS Chapter 284.
- 9.13 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS 333.350 (3).
- 9.14 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or prospective vendor. Collaboration among competing vendors about the potential proposals submitted pursuant to this RFP is prohibited and may disqualify the vendor.
- 9.15 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 9.16 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs as set forth in their proposal in response to this RFP. No other costs or fees shall be payable to the awarded vendor for the implementation of their proposal.
- 9.17 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 9.18 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.

- 9.19 A proposal submitted in response to this RFP 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 proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded vendor's obligations.
- 9.20 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations, which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 9.21 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.
- 9.22 Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented, as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in 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 proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- 9.23 The State will not be liable for Federal, State, or Local excise taxes.
- 9.24 Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment B 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.
- 9.25 The State reserves the right to negotiate final contract terms with any vendor selected NAC 333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed

contract, the RFP, any modifications and clarifications to the awarded vendor's proposal, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

- 9.26 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.
- 9.27 No announcement concerning the award of the contract as a result of this RFP can be made without the prior written approval of the State.
- 9.28 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 9.29 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and chapter 333 of Nevada Administrative Code.
- 9.30 Local governments (as defined in NRS 332.015) are intended thirty party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP 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 RFP.
- 9.31 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C 1352.

**11. SUBMISSION CHECKLIST**

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

**Documents to be submitted with proposal:**

**Completed**

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

(other)\_\_\_\_\_

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

# ATTACHMENT A

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

Submitted proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors' technical and cost proposals become public information. In accordance with NRS 333.333, only specific parts of the proposals may be labeled a "trade secret" as defined in NRS 600A.030(5). In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

This proposal contains proprietary information Yes \_\_\_\_\_ No \_\_\_\_\_

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

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Checking "YES" indicates acceptance, 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>RFP SECTION NUMBER</b>	<b>RFP PAGE NUMBER</b>	<b>PROPRIETARY INFORMATION AND/OR EXCEPTION (PROVIDE A DETAILED EXPLANATION)</b>

**CERTIFICATION OF INDEMNIFICATION AND COMPLIANCE  
WITH  
TERMS AND CONDITIONS OF RFP  
SUBCONTRACTOR**

Submitted proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors' technical and cost proposals become public information. In accordance with NRS 333.333, only specific parts of the proposals may be labeled a "trade secret" as defined in NRS 600A.030(5). In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

This proposal contains proprietary information Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

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

Subcontractor

**EXCEPTION SUMMARY FORM**

<b>RFP SECTION NUMBER</b>	<b>RFP 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 RFP. 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 RFP, 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 proposal 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 (RFP #\_\_\_\_\_) and ATTACHMENTS #1, ETC.;
- SCOPE OF WORK
- 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, (the agency), 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 mail 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 subcontractors, 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.



# **ATTACHMENT C**

## **REFERENCE QUESTIONNAIRE**

The State of Nevada, as part of the RFP process, requires proposing vendors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

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

**RFP # CIC-08-001 REFERENCE QUESTIONNAIRE  
FOR:**

---

(Name of company requesting reference)

This form is being submitted to your company for completion as a business reference for the company listed above. This form must be returned to the State of Nevada, Business & Industry, Real Estate Division, Office of the Ombudsman for Common-Interest Communities, via facsimile at (702/486-4520 or e-mail at [sgmeriwe@red.state.nv.us](mailto:sgmeriwe@red.state.nv.us), no later than **June 25, 2007 @4:00 p.m.**, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the Real Estate Division, Sonya Meriweather by telephone at (702) 486-4480 or e-mail at [sgmeriwe@red.state.nv.us](mailto:sgmeriwe@red.state.nv.us). When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

**CONFIDENTIAL INFORMATION WHEN COMPLETED**

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

**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**

Each proposal must provide detailed fixed price costs, including out-of-pocket expenses, for all costs associated with the proposal, to include but not be limited to those items listed in the solicitation letter. **You must provide one proposed budget per seminar proposed.**

<b>Instructor fee</b>		\$	
<b>Sub-contractor costs</b>		\$	
<b>Support staff cost</b>		\$	
<b>Facility cost</b>		\$	
<b>Transportation cost</b>		\$	
<b>Course materials cost</b>		\$	
<b>CD of Division's Reserve Study Guidelines</b>	\$	<b>X</b>	\$
<i>(if applicable)</i>	<i>(\$ amt.)</i>	<i>(copies)</i>	
<b>Copying cost</b>	<b>X</b>		\$
<i>(Including required 31 pg. study guideline)</i>	<i>(attendees)</i>	<i>(copies)</i>	
<b>Advertisement cost</b>		\$	
<i>(Newspaper, radio, flyer, etc.)</i>			<b>(How _____)</b>
<i>*Division will post on website and provide any public service announcements where and when available.</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>		\$	

# ATTACHMENT E

## 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.*

### **Fiduciary and Other Duties of Board Members and Rights and Responsibilities of Homeowners**

This seminar must inform both homeowners and the executive board members of their rights and responsibilities while living in homeowners' associations. Appropriate state statutes and regulations (NRS 116, NRS 38.300 through 38.360 inclusive and NAC 116) must be utilized in the education process.

#### Points of instruction:

- A. What does fiduciary responsibility mean?
- B. What specific statutorily-defined responsibilities do Board members have?
- C. What is the authority granted by governing documents and state statutes to an executive board?
- D. What are the rights and responsibilities granted by governing documents and state statutes to homeowners?
- E. What should a board do to ensure it is meeting its fiduciary and other statutory responsibilities?
- F. What are the consequences of not upholding fiduciary and other statutory responsibilities?
  1. What are the remedies if the Board does not uphold its fiduciary and other statutory responsibilities?
  2. Who can be held liable?
    - Officer, employee or agent
    - Member of the executive board
    - Community Manager who holds a permit or certificate and any other community manager.
    - Declarant or affiliate of declarant
- G. What are the consequences to unit owners or tenants for not upholding their responsibilities?
- H. What is the timeframe to bring appropriate action against Board members or unit owners/tenants?
- I. What are the limitations on the Board's authority?
- J. What should homeowners and boards reasonably expect from each other?

## 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.*

### **Basic Skills for Board Members**

This class must discuss relevant and effective planning that should take place by an executive board of an association in order to fulfill the reasonable expectations of unit owners in a homeowner association. Appropriate state statutes and regulations (NRS 116, NRS 38.300 through 38.360 inclusive and NAC 116) must be utilized in the education process.

#### **Points of Instruction:**

- A. What Board members should do to plan for the new year.
  - 1. Set goals/objectives
  - 2. Determine tasks
  - 3. Plan logical sequence
  - 4. Create implementation timeline
  - 5. Review reserve study and funding plan
  - 6. Discuss budget
  - 7. If transition from the developer has not been completed, review the status of the transition of responsibilities from the developer to the association.
  - 8. Review the governing documents (including the covenants, conditions and restrictions, bylaws, and rules and regulations).
  
- B. Who should be involved in establishing an annual plan?
  - 1. Board members
  - 2. Committees
  - 3. Homeowners
  
- C. Where should the planning process take place?
  - 1. Committee meeting
  - 2. Board meeting
  
- D. Consider factors that can be overlooked when creating the annual plan:
  - 1. Risk
  - 2. Constraints
  - 3. Costs
  - 4. Time
  - 5. Skills available within the community board members and unit owners
  
- E. What are some of the consequences of not creating an annual plan?

## 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.*

### **Professional Management of the Common-Interest Community**

This seminar must discuss the many different aspects that may occur when considering hiring a professional community manager. Appropriate state statutes and regulations (NRS 116, NRS 38.300 through 38.360 inclusive and NAC 116) must be utilized in the education process.

#### Points of Instruction:

- A. What is a community association manager?
- B. What is the difference between a community manager, a supervising community manager, a provisional community manager?
- C. Clarify why a property manager can no longer manage a common-interest community.
- D. How can an association verify that a community manager is licensed by NRED?
- E. What services should an association expect from the community manager?
- F. What should be done if the working relationship between the manager and the association deteriorates?
- G. What are NRED's guidelines regarding activities an unlicensed employee may perform?
- H. What duties should the association consider assigning to the manager?
- I. What criteria are used by management companies to determine reasonable door fees?
- J. What authority does the manager have in the association?
- K. Does the benefit of a manager outweigh the cost?
- L. What is a standard contract for a manager (different samples of contracts are to be provided)?

## 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.*

### **Financial Management of the Common-Interest Community**

This seminar must discuss how to manage the finances in a common-interest community. Appropriate state statutes and regulations (NRS 116, NRS 38.300 through 38.360 inclusive and NAC 116) must be utilized in the education process.

#### Points of instruction:

- A. What monies and accounting are the declarant responsible for (to the association) upon transitioning?
- B. What options are available if the declarant did not uphold his/her responsibilities before transitioning? What are the applicable statutes of limitation?
- C. What are the different accounts the association must maintain?
  - 1. Operating account
  - 2. Reserve fund account
- D. How often should the financial records be reviewed by the executive board?
- E. Who has a right to review the financial records and when?
- F. What role should a certified public accountant have in the financial management of an association?
- G. When is an audit required?
- H. What is a budget?
  - 1. Provide several examples of a budget.
  - 2. Who is responsible for the preparation of the budget and when?
- I. What is an assessment?
- J. What is a special assessment, and when can a special assessment be enforced?
- K. What means are available to collect both the assessments (sometimes called fees) for common expenses and the special assessments from delinquent unit owners?
  - 1. Collection policy
  - 2. Foreclosure process
- L. What financial records must be maintained by the association and how long must they be maintained?

## 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 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 responsibility of the association to maintain common areas. This seminar must also discuss the association's responsibility to provide appropriate information and/or services, including but not limited to the following: asphalt service, pool service, plumbing, landscaping, and other maintenance issues that may occur in the association.

This can be accomplished by engaging individuals and businesses, including licensed professionals (where required), which will impact the enhancement, maintenance and preservation of the homeowner's investment in the common-interest community. This seminar, then, should also include a discussion of basic contract principles and securing competitive bids (when and how).

This seminar also must discuss the process for considering and implementing decisions to decrease the non-desirable effects of accidental losses in a common-interest community.

Appropriate state statutes and regulations (NRS 116, NRS 38.300 through 38.360 inclusive and NAC 116) must be utilized in the education process.

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

- A. What are the different types of community maintenance?
  - 1. Scheduled
  - 2. Routine
  - 3. Preventive
  - 4. Corrective
  - 5. Emergency
- B. Who should inspect the common area to determine if maintenance is needed?
  - 1. Board members or Board Maintenance Committee
  - 2. Community Manager
  - 3. Licensed and/or expert service provider (if needed).
- C. What are the areas the association is responsible for maintaining?
- D. What are the areas the unit owners are responsible for maintaining?
- E. How are contractors chosen?
- F. Is there a recommended contract length?

- G. If the governing documents do not clearly define the party who is responsible for maintenance, what should be done?
- H. How often should the association perform an inspection of the common areas?
- I. Where do the funds come from to maintain the common areas?
- J. What options are available to the association if there is not enough money to maintain the common areas?
- K. What involvement should the insurance agent have in determining the types and amounts of insurance?

#### Points of Instruction on Risk Management

- A. What is risk management?
- B. What steps can be taken to minimize the association's liability?
- C. What insurance must the association maintain to cover any liability?
  - 1. Liability
  - 2. Umbrella Liability
  - 3. Property Coverage
  - 4. Non-owned auto coverage
- D. What coverage must the association maintain to protect the executive board?
- E. What is fidelity insurance and who needs it?
- F. How much insurance does an association really need to carry?
- G. Should the association carry workers' compensation insurance? If so, when and for whom?
- H. Must a contractor carry his/her own workers' compensation insurance?
- I. What are the consequences of not carrying sufficient insurance or any insurance at all?
- J. Can a unit owner be held liable if the association does not have enough insurance to cover any claim brought against the association?
- K. What involvement should the insurance agent have in determining the amount of insurance needed?

## 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 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 inspection 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 utilized in the teachings and a hard-copy must be provided to each attendee.

Appropriate state statutes and regulations (NRS 116, NRS 38.300 through 38.360 inclusive and NAC 116) must be utilized in the education process.

### **Points of instruction:**

- A. What is a reserve study?
- B. When should the first reserve study be prepared and who is responsible for contracting and paying for the first study, the association or the declarant?
- C. Who is qualified to prepare a reserve study?
- D. What should be included in a properly prepared reserve study?
- E. How often must the reserve study be reviewed and/or performed?
- F. What are the consequences of not having a reserve study?
- G. What options does an association have if the reserve fund is non-existent or under-funded?
- H. What documents pertaining to the reserve study must be completed and when should these documents be submitted to NRED?
  - 1. Annual registration form
  - 2. Reserve study summary form

## ATTACHMENT F

### DATES, LOCATION & TIMES FOR HOMEOWNER ASSOCIATION TRAINING SEMINARS

MONTH	CLASS	LOCATION	DATE	TIME
<b>August 2007</b>	Considering Professional Management of a Common-Interest Community	Mesquite, NV	8-27-07	2:00p-5:00p
	Basic Skills for Board Members	Las Vegas, NV	8-29-07	6:00p-9:00p

MONTH	CLASS	LOCATION	DATE	TIME
<b>September 2007</b>	Maintenance & Risk Management in the Community	Reno, NV	9-8-07	9:00a-12:00p
	Basic Skills for Board Members	Pahrump, NV	9-21-07	2:00p-5:00p
	Financial Management of a Common-Interest Community	Las Vegas, NV	9-27-07	6:00p-9:00p
	Financial Management of a Common-Interest Community	Reno, NV	9-29-07	6:00p-9:00p

MONTH	CLASS	LOCATION	DATE	TIME
<b>October 2007</b>	Financial Management of a Common-Interest Community	Mesquite, NV	10-1-07	2:00p-5:00p
	Basic Skills for Board Members	Reno, NV	10-13-07	9:00a-12:00p
	Reserve Studies	Las Vegas, NV	10-17-07	6:00p-9:00p
	Reserve Studies	Reno, NV	10-27-07	9:00a-12:00p

MONTH	CLASS	LOCATION	DATE	TIME
<b>November 2007</b>	Fiduciary Duties of Board Members and Rights and Responsibilities of Homeowners	Reno, NV	11-3-07	9:00a-12:00p
	Reserve Studies	Mesquite, NV	11-12-07	2:00p-5:00p

MONTH	CLASS	LOCATION	DATE	TIME
<b>January 2008</b>	Basic Skills for Board Members	Laughlin, NV	1-9-08	2:00p-5:00p
	Maintenance & Risk Management in the Community	Mesquite, NV	1-28-08	2:00p-5:00p

MONTH	CLASS	LOCATION	DATE	TIME
<b>February 2008</b>	Financial Management of a Common-Interest Community	Pahrump, NV	2-8-08	2:00p-5:00p
	Fiduciary Duties of Board Members and Rights and Responsibilities of Homeowners	Laughlin, NV	2-28-08	2:00p-5:00p

MONTH	CLASS	LOCATION	DATE	TIME
<b>March 2008</b>	Basic Skills for Board Members	Mesquite, NV	3-3-08	2:00p-5:00p
	Reserve Studies	Pahrump, NV	3-21-08	2:00p-5:00p
	Considering Professional Management of a Common-Interest Community	Las Vegas, NV	3-26-08	6:00p-9:00p

MONTH	CLASS	LOCATION	DATE	TIME
<b>April 2008</b>	Fiduciary Duties of Board Members and Rights and Responsibilities of Homeowners	Mesquite, NV	4-3-08	2:00p-5:00p
	Maintenance & Risk Management in the Community	Laughlin, NV	4-8-08	2:00p-5:00p

MONTH	CLASS	LOCATION	DATE	TIME
<b>May 2008</b>	Maintenance & Risk Management in the Community	Pahrump, NV	5-9-08	2:00p-5:00p
	Financial Management of a Common-Interest Community	Laughlin, NV	5-13-08	2:00p-5:00p

MONTH	CLASS	LOCATION	DATE	TIME
<b>June 2008</b>	Reserve Studies	Laughlin, NV	6-10-08	2:00p-5:00p
	Fiduciary Duties of Board Members and Rights and Responsibilities of Homeowners	Las Vegas, NV	6-25-08	6:00p-9:00p

MONTH	CLASS	LOCATION	DATE	TIME
<b>July 2008</b>	Considering Professional Management of a Common-Interest Community	Laughlin, NV	7-9-08	2:00p-5:00p
	Fiduciary Duties of Board Members and Rights and Responsibilities of Homeowners	Pahrump, NV	7-18-08	2:00p-5:00p
	Considering Professional Management of a Common-Interest Community	Reno, NV	7-26-08	9:00a-12:00p

MONTH	CLASS	LOCATION	DATE	TIME
<b>August 2008</b>	Maintenance & Risk Management in the Community	Las Vegas, NV	8-6-08	6:00p-9:00p
	Basic Skills for Board Members	Reno, NV	8-23-08	9:00a-12:00p

MONTH	CLASS	LOCATION	DATE	TIME
<b>September 2008</b>	Considering Professional Management of a Common-Interest Community	Pahrump, NV	9-12-08	2:00p-5:00p
	Fiduciary Duties of Board Members and Rights and Responsibilities of Homeowners	Reno, NV	9-20-08	9:00a-12:00p
	Financial Management of a Common-Interest Community	Las Vegas, NV	9-24-08	6:00p-9:00p

MONTH	CLASS	LOCATION	DATE	TIME
<b>October 2008</b>	Financial Management of a Common-Interest Community	Reno, NV	10-4-08	9:00a-12:00p
	Fiduciary Duties of Board Members and Rights and Responsibilities of Homeowners	Las Vegas, NV	10-15-08	6:00p-9:00p

MONTH	CLASS	LOCATION	DATE	TIME
<b>November 2008</b>	Reserve Studies	Reno, NV	11-1-08	9:00a-12:00p

## ATTACHMENT G

### **Number of attendees per location**

*This attachment is a representation of the number of attendees, which have attended prior seminars. This list is provided only as a guideline for assistance for completing Attachment D and may not reflect the total number of attendees that may attend future seminars.*

**2005-2006**

<b>Class</b>	<b>Location</b>	<b># of attendees</b>
Financial Management of the Common-Interest Community	Las Vegas	<b>70</b>
	Laughlin	<b>24</b>
	Mesquite	<b>16</b>
	Pahrump	<b>13</b>
	Reno	<b>81</b>
Common-Interest Community Maint. & Risk Mgmt.	Las Vegas	<b>58</b>
	Laughlin	<b>18</b>
	Mesquite	<b>16</b>
	Pahrump	<b>3</b>
	Reno	<b>67</b>
Reserve Studies	Las Vegas	<b>51</b>
	Laughlin	<b>21</b>
	Mesquite	<b>11</b>
Fiduciary Duties of Board Members	Las Vegas	<b>53</b>
	Mesquite	<b>23</b>
Handling Conflict	Las Vegas	<b>30</b>
	Laughlin	<b>22</b>
	Mesquite	<b>27</b>
	Pahrump	<b>14</b>
	Reno	<b>84</b>
Impact of Litigation	Las Vegas	<b>52</b>
	Laughlin	<b>21</b>
	Mesquite	<b>17</b>
	Pahrump	<b>6</b>
	Reno	<b>60</b>

*This attachment is a representation of the number of attendees, which have attended prior seminars. This list is provided only as a guideline for assistance for completing Attachment D and may not reflect the total number of attendees that may attend future seminars.*

**2006-2007**

<b>Class</b>	<b>Location</b>	<b># of attendees</b>
Financial Management of the Common-Interest Community	Las Vegas	<b>56</b>
	Laughlin	<b>12</b>
	Mesquite	<b>8</b>
	Pahrump	<b>7</b>
	Reno	<b>83</b>
Organizational and Planning Tools	Las Vegas	<b>43</b>
	Laughlin	<b>19</b>
	Mesquite	<b>13</b>
	Pahrump	<b>11</b>
	Reno	<b>30</b>
Fiduciary Duties of Board Members	Las Vegas	<b>58</b>
	Laughlin	<b>16</b>
	Mesquite	<b>22</b>
	Pahrump	<b>11</b>
	Reno	<b>70</b>
Reserve Study	Las Vegas	<b>65</b>
	Laughlin	<b>13</b>
	Mesquite	<b>30</b>
	Pahrump	<b>16</b>
	Reno	<b>68</b>
Professional Management of the Common-Interest Community	Las Vegas	<b>39</b>
	Laughlin	<b>24</b>
	Mesquite	<b>26</b>
	Pahrump	<b>14</b>
	Reno	<b>50</b>
Professional Management	Las Vegas	<b>40</b>
	Laughlin	<b>20</b>
	Mesquite	<b>22</b>
	Pahrump	<b>13</b>
	Reno	<b>52</b>
Litigation and Conflict	Laughlin	<b>28</b>
	Mesquite	<b>23</b>