



BRIAN SANDOVAL  
*Governor*

STATE OF NEVADA

DEPARTMENT OF BUSINESS & INDUSTRY  
**HOUSING DIVISION**

1535 Old Hot Springs Road, Suite 50  
Carson City, Nevada 89706

BRUCE BRESLOW  
*Director*

CJ MANTHE  
*Administrator*

# Weatherization Assistance Program

## Vendor Review Process

For

Software Database Replacement

Release Date: March 30, 2015

**Due Date: May 8, 2015 at 5:00 pm**

For additional information, please contact:

Patrick Conway, GPA II

Housing Division

1535 Old Hot Springs Road, Suite 50, Carson City, Nevada 89706

Phone: (775) 687-2054

Email: [patrick.conway@housing.nv.gov](mailto:patrick.conway@housing.nv.gov)

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

**VENDOR INFORMATION SHEET FOR VENDOR REVIEW PROCESS (VRP)**

**Vendor Must:**

Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract.

V1	Company Name	
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V2	Street Address	
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V3	City, State, ZIP	
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V4	Telephone Number	
	Area Code:	Number:

V5	Facsimile Number	
	Area Code:	Number:

V6	Toll Free Number	
	Area Code:	Number:

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

V8	Telephone Number for Contact Person	
	Area Code:	Number:

V9	Facsimile Number for Contact Person	
	Area Code:	Number:

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

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

**Completed Vendor Information Sheet must be submitted in Part I, Tab III of Vendor's General Responses.**

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**A Vendor Review Process (VRP) is different from a Request for Proposal. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Exceptions and/or assumptions will be considered during the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State per NRS 333.350(1).**

## 1. PROJECT OVERVIEW

The Nevada Housing Division (NHD) is looking to replace its existing MS Access Database for its Weatherization Assistance Program (WAP) and desires responses from software vendors for a new weatherization software system (hereinafter referred to as “System”) that includes an energy audit tool. The System needs to provide functions for client intake, energy audits, work orders, Subgrantee and State inspections, contractor invoicing, payments from multiple funding sources, budgeting, and report generation. Additionally, it must be able to perform calculations for energy savings by using an energy audit tool comparable with NEAT and MHEA Weatherization Assistant software from Oak Ridge National Laboratory. Pursuant to the Department of Energy (DOE) requirements, the energy audit tool in the System will need to be able to receive approval from DOE for use in the State of Nevada. Lastly, the system must be able to store weatherization data records from prior projects and maintain new project data allowing for searches and the creation of statistical reports.

### **1.1. Summary of System features include the following:**

- 1.1.1. Providing a web-based, central database for weatherization projects.
- 1.1.2. Maintaining data in a confidential and secure fashion.
- 1.1.3. Utilizing a standardized application and intake process.
- 1.1.4. Calculating accurate and reliable energy saving with a *state-of-the-art* energy audit tool that:
  - 1.1.4.1. Records diagnostic measures and calculates ventilation needs;
  - 1.1.4.2. Applies validation rules and error checking;
  - 1.1.4.3. Addresses health and safety measures separately;
  - 1.1.4.4. Accommodates regional differences in climates;
  - 1.1.4.5. Captures utility usage information for comparison to modeled consumption;

- 1.1.4.6. Takes and stores digital photos for work orders; and
- 1.1.4.7. Includes an application for tablets that can be used in the field.
- 1.1.5. Generating work orders from System data and Nevada’s approved Standard Work Specifications.
- 1.1.6. Utilizing multiple funding sources for projects.
- 1.1.7. Tracking inspections of completed projects and generating invoices for payment.
- 1.1.8. Maintaining balances of multiple grant funding sources.
- 1.1.9. Allowing for individual rules for each grant funding source.
- 1.1.10. Supporting desk and field monitoring.
- 1.1.11. Providing controls to lock completed projects.
- 1.1.12. Generating statistical reports for State and other funding agencies.
- 1.1.13. Importing approximately 27,000 records into new database of already completed projects for historical reference.
- 1.1.14. Providing training and ongoing support to System.

## 2. ACRONYMS/DEFINITIONS

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

<b>Acronym</b>	<b>Definition</b>
<b><i>Administrator</i></b>	The Administrator of the Nevada Housing Division and the person responsible for executing a contract under this VRP.
<b><i>Awarded Vendor</i></b>	The organization/individual that is selected to negotiate a contract with the State of Nevada for the services identified in this VRP.
<b><i>Contact Person</i></b>	The Contact Person is the person listed on the front page of this VRP
<b><i>Contract Approval Date</i></b>	The date the Administrator of the Nevada Housing Division officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful vendor.

<b><i>Contract Award Date</i></b>	The date when vendors are notified that a contract has been successfully negotiated and is awaiting approval of the Administrator of the Nevada Housing Division.
<b><i>Contractor</i></b>	The company or organization that has an approved contract with the State of Nevada for services identified in this VRP. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance.
<b><i>Cost Schedule</i></b>	A statement of prices for services and products in response to this VRP to be provided by Vendor.
<b><i>Data</i></b>	All electronic information stored in the System database in support of the Weatherization Assistance Program
<b><i>Division/Agency</i></b>	The Division/Agency requesting services as identified in this VRP.
<b><i>DOE</i></b>	US Department of Energy
<b><i>Due Date</i></b>	The due date is the date on the front page of this VRP and is when Vendor response must be received by the Contact Person.
<b><i>EFT</i></b>	Electronic Funds Transfer – an electronic transfer of funds through a national automated clearinghouse directly to a designated account.
<b><i>Evaluation Committee</i></b>	A committee comprised of a majority of State and Subgrantee employees established to evaluate and score submittals in response to the VRP
<b><i>IT</i></b>	Information Technology
<b><i>Key Personnel</i></b>	Vendor staff responsible for oversight of work during the life of the project and for deliverables.
<b><i>MHEA</i></b>	Manufactured Home Energy Audit
<b><i>MS</i></b>	Microsoft
<b><i>NAC</i></b>	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: <a href="http://www.leg.state.nv.us">www.leg.state.nv.us</a> .
<b><i>NEAT</i></b>	National Energy Audit Tool
<b><i>NHD</i></b>	Nevada Housing Division
<b><i>NRS</i></b>	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: <a href="http://www.leg.state.nv.us">www.leg.state.nv.us</a> .
<b><i>Pacific Time (PT)</i></b>	Unless otherwise stated, all references to time in this VRP and any subsequent contract are understood to be Pacific Time.
<b><i>SaaS</i></b>	Software as a Service.
<b><i>Section</i></b>	A specific section of this VRP identified by a reference number.
<b><i>SIR</i></b>	Savings Investment Ratio
<b><i>SSO</i></b>	Single sign-on login
<b><i>State</i></b>	State of Nevada and it agencies including the Nevada Housing Division
<b><i>Subcontractor</i></b>	Third party, not directly employed by the contractor, who will provide services identified in this VRP. This does not include third parties who provide support or incidental services to the contractor.
<b><i>Subgrantees</i></b>	Agencies that implement the Weatherization Assistance Program for the State of Nevada.

<b>System</b>	A Weatherization Assistance Program software system proposed in response to this VRP
<b>User</b>	Nevada Housing Division staff and its Subgrantees
<b>Vendor</b>	Organization/individual submitting a response to this VRP.
<b>VRP</b>	Vendor Review Process - a written statement which sets forth the basic requirements and specifications of a contract to be awarded by competitive selection.
<b>WAP</b>	Weatherization Assistance Program

### 3. BACKGROUND

#### 3.1. EXISTING SOFTWARE SYSTEM

The Nevada Housing Division current weatherization database has been in place since 2002 and contains approximately 27,000 records. It is a software program that was designed in MS Access and does the following:

- Tracks applicant demographics, installed measures and projects with multiple funding sources;
- Calculates energy saving and savings investment ratios (SIR) for installed measures;
- Maintains financial data of multiple contracts for six Subgrantees;
- Produces various financial and energy savings reports.

The central database is stored on a server located in the Carson City office of NHD. Each of the six Subgrantees also stores a version of the database on their own network, which only contains data of their completed projects. The six Subgrantees are spread throughout the State in the following cities: Carson City, Ely, Henderson, Las Vegas, North Las Vegas, and Reno. Records are uploaded into the system on a monthly basis from Excel spreadsheets submitted by each of the Subgrantees. The Subgrantees generate the data from information stored in paper files and then manually enter the information into their copy of the database which is subsequently downloaded onto a spreadsheet and emailed to NHD.

It has become hard for NHD to make modifications to the existing database and also there have been challenges to some of the energy savings results. The system has no ability to align its results with actual utility user data. Also, the transfer of data from paper files to the database results in regular input errors impacting the creditability of the reports produced by the system.

#### 3.2. NEVADA HOUSING DIVISION FUNDING AND STAFFING

NHD is responsible for implementing the State of Nevada Weatherization Assistance Program (WAP) and annually receives funding between \$3 and \$5 million. Existing funding sources include Department of Energy (DOE), Funds for Energy Assistance and Conservation (FEAC), Housing Trust Funds (HTF), Southwest Gas (SWG), Low-Income Home Energy Assistance Program (LIHEAP), and Governor's Office of Energy (GOE).

Presently, WAP has three fulltime staff members. Two of the staff members are located in Carson City and one in Las Vegas but all need access to the weatherization database. NHD has one in-house IT person who supports all computer hardware and software systems in the Division of approximately 30 persons.

## 4. SYSTEM REQUIREMENTS

### 4.1. SYSTEM FEATURES

#### 4.1.1. Any System should include the following features:

- 4.1.1.1. Contain a web-based, central database that supports a weatherization assistance program and can be accessed directly by State staff and at least six Subgrantees with the potential to add additional users, if needed. Minimum browser requirements to include the most recent Microsoft Internet Explorer and Apple Safari capabilities to within one month of the most recent release. The hosting facility must provide appropriate broadband connectivity to the Internet and backup and recovery capability.
- 4.1.1.2. Provide a standard application for all program funding sources capturing essential data such as client name, address, secondary address, phone number(s), housing type, utility provider and account number, rental information if applicable, other household members, birthdates, age, citizenship and disability information, race and ethnicity data, income verification documents and marketing data, along with an option to Print and Save and Open to allow the client to continue work at a later time.
- 4.1.1.3. Include a client intake process that determines eligibility based on program guidelines of multiple funding sources. In addition, for eligible clients, the intake process should rank priority of weatherization need based on identified program factors such as household income, senior citizen, disability, children, and housing type.
- 4.1.1.4. Capture dates of when each program event is performed. For instance, the submittal and approval of client applications, completion of the energy audits, generation of work orders and other applicable WAP events.
- 4.1.1.5. **Energy Audit Tool** Include an energy audit tool that is able to calculate energy cost savings measures and savings investment ratios (SIR) for single family homes, mobile homes and multifamily of 5 or more units providing full energy modeling for each of these types of units. As may be requested by the State, the vendor must also be able to justify its energy savings calculations to utility companies and/or other interested parties who may challenge energy savings figures.

- 4.1.1.5.1. The energy audit tool must be able to record heating system, water heater and blower door diagnostic measurements as part of the audit process and provide calculations for ASHRAE 62.2-2013 ventilation standards, along with an option to Print and Save and Open to allow the client to continue work at a later time.
- 4.1.1.5.2. The energy audit tool must be able to apply validation rules and error checking to the audit processes assuring proposed weatherization measures are eligible and meet SIR. Program variables such as energy and measure costs must be able to be updated by State staff as necessary.
- 4.1.1.5.3. The energy audit tool needs to be able to record health and safety issues, and automatically include the health and safety retrofit measures into a work order.
- 4.1.1.5.4. The energy audit tool must be able to accommodate regional differences in climates (i.e., cold temperatures in the Northern portion of the State and hot temperatures in the Southern portion of the State).
- 4.1.1.5.5. The energy audit tool should have the capability to capture pre and post weatherization utility usage information and to align actual consumption with modeled consumption.
- 4.1.1.5.6. The energy audit tool should have the ability to include digital photographs with the audit that may also be attached to a work order.
- 4.1.1.5.7. It is preferred but not required that the energy audit tool have an application allowing it to function on a computer tablet or smart phone for field work. However, since some weatherization projects may be in remote rural and frontier areas the energy audit tool must not be dependent on Internet access while performing the audit but be able to download audit data when the Internet is available.
- 4.1.1.6. Be able to generate work orders pursuant to the information provided by the energy audit tool but also have the flexibility to use a Priority List based on a defined list of energy savings measures specific to each funding source, along with an option to Print and Save and Open to allow the client to continue work at a later time, and also include an option to include pictures to the print job.
- 4.1.1.7. Utilize information from outside data sources such as DOE required Standard Work Specifications (SWS) specific to the State of Nevada. Please see: <http://www.swbstc.org/nv-field-guide/>.
- 4.1.1.8. Allow individual weatherization projects to receive funding from one or more funding sources.

- 4.1.1.9. Be able to track inspections of completed weatherization work of Subgrantees and the State, tying these inspections to the generation of invoices for payments to program contractors.
- 4.1.1.10. Provide tracking of payments and balances of program funding and be capable of establishing individual rules for each of the six existing funding sources assuring that each weatherization measure is paid from an eligible source. For example, only clients who are Southwest Gas Corporation utility customers should have weatherization measures paid from Southwest Gas funds.
- 4.1.1.11. Allow for additional funding sources or the removal of funding sources consistent with the annual awards of public and private funding.
- 4.1.1.12. Include functions that support the monitoring of Subgrantees for both work quality and compliance with program guidelines. The system should support both 'desk' and 'field' monitorings.
- 4.1.1.13. Have controls to lock completed jobs allowing only users with the proper authorization to unlock and change job information once it has been closed and accepted as a completed project.
- 4.1.1.14. Allow for the generation of a variety of reports from the database for NHD and Subgrantees to monitor data sorted by funding and/or Subgrantee regarding energy savings, project status, financials and client demographics. This includes all reports necessary to complete DOE's Performance and Accountability for Grants in Energy (PAGE) reports including but not limited to: Federal Financial Report; Quarterly Performance Report; Annual Training, Technical Assistance, Monitoring and Leveraging (T&TA) Report; and Annual Historic Preservation report.
- 4.1.1.15. Provide a mechanism for NHD and Subgrantee, if authorized by the State, to IMPORT/EXPORT data directly to/from proposed web-enabled database (using XML or similar protocol).
- 4.1.1.16. Establish an efficient and feasible migration plan for end users importing approximately 27,000 weatherization records from a Microsoft Access database with assistance from the NHD IT support staff allowing for review of historical Data.
- 4.1.1.17. Develop an executable exit strategy that would allow Data portability and transition to another solution should this become necessary in the future.

#### **4.1.2. Additional Desired Features of System**

- 4.1.2.1. Have a Geographic Information System (GIS) which allows mapping of each individual dwelling or any group of dwellings.

- 4.1.2.2. Allow for extensive contact and other information for Subgrantee personnel, client and contractors. For example, the possible inclusion of data for program contractors and their current employees. Also, be able to store multiple addresses for clients if they dwell in a mobile home park allowing for the space address and park address to both be available in the database.

## **4.2. SYSTEM SUPPORT**

### **4.2.1. Vendor shall provide the following training and supportive services:**

- 4.2.1.1. Once a contract has been awarded, Contractor must be able to set-up the System and train State and Subgrantee users over the next 4 to 8 months. State and Subgrantee users are in different geographic locations throughout Nevada.
- 4.2.1.2. Training should be a comprehensive training program consisting of:
  - 4.2.1.2.1. **Technical Support** covering operations, customizations, configuration, maintenance and troubleshooting;
  - 4.2.1.2.2. **Administration** covering topics such as adding agencies and users, assigning access rights, and preparing reports; and
  - 4.2.1.2.3. **User Training** for the State and Subgrantee staff using the system to support WAP activities.
- 4.2.1.3. In addition to the initial training and technical support to setup the system, ongoing training and technical support is needed. A helpdesk or call center for program support must be available with live support staff responding to telephone calls and emails. (Hours of operation for the helpdesk or call center shall be shown as Pacific Time.) Response time to return phone calls and emails shall be within 48 hours.
- 4.2.1.4. The Contractor must provide ongoing maintenance and periodic updates to the System as program technology changes maintaining compliance with the latest DOE requirements.

## **4.3. SECURITY OF SYSTEM AND PROCESS**

### **4.3.1. System security shall include the following:**

- 4.3.1.1. The Contractor shall comply with applicable State and Federal laws and regulations.
- 4.3.1.2. The Contractor shall ensure all applicable technologies used will meet appropriate security configurations. For example, this may include, but is not limited to, the currently promulgated United States Government Configuration Baseline (USGCB) for the Windows 7 operating system and components such as Internet Explorer. Other technologies included in the proposed solution shall have a similar security configuration.

- 4.3.1.3. Contractor shall ensure that during the term of the contract it shall maintain possession or control of any State Data in a confidential and secure fashion and it must have the ability to encrypt critical Data.
- 4.3.1.4. At a minimum, access to the System and Data shall be during State and Subgrantees business hours, Monday – Friday from 7:00 am to 5:30 pm Pacific Time.
- 4.3.1.5. All Data shall be the property of the State and available to download in comma delimited format within 24 hours notice. Any form of written notice is acceptable including email, fax, text and US mail.
- 4.3.1.6. The System must provide password features and have a single sign-on (SSO) experience for users irrespective of the geographical location of the users.
- 4.3.1.7. The System must provide role-based user accounts.
- 4.3.1.8. The System must be able to limit the number of authorized users who can update the database.
- 4.3.1.9. Contractor shall provide secure remote desktop support for system end users.
- 4.3.1.10. Prior to completion or termination of any contract, the Contractor must take all necessary measures to assure that all Data maintained in the hosted environment has been migrated back to the State in exportable comma delimited format with a Data File Description. Contractor agrees to provide technical assistance transferring Data to a new or replacement system. After the transfer of Data back to the State and/or migration of Data to a new or replacement system, Contractor agrees to clear the State Data that resides on its computer hardware or software by erasing or wiping/sanitizing in a manner that prevents retrieval of electronically stored information.
- 4.3.1.11. At least annually, the Contractor must perform security audits, including a vulnerability assessment.
- 4.3.1.12. The Contractor shall not use, copy, modify, or distribute to others any State Data, or any information extracted or derived from any State Data, except as required for the performance of the contract or unless written permission to do so is provided by NHD.

**4.3.2. State Data shall be handled as follows:**

- 4.3.2.1. The Contractor shall establish appropriate administrative and physical safeguards to ensure the security and confidentiality of State Data and to protect against any anticipated threats or hazards to their security or integrity

which could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual.

- 4.3.2.2. All employees of Contractor and any Subcontractors who will have access to State Data shall be advised by the Awarded Vendor of the confidential nature of the information, that they are State records subject to the requirements of the Privacy Act of 1974 and NRS, and that unauthorized disclosures of client information may result in the imposition of possible criminal penalties.
- 4.3.2.3. The Contractor agrees to assume responsibility for protecting the confidentiality of State Data it is provided access to or uses in performance of any contract awarded under this VRP that is not publicly available information.
- 4.3.2.4. State Data made available to the Contractor by NHD and Subgrantees for the performance of any contract awarded under this VRP shall be used only for purposes authorized under the contract and shall not be used in any other way without the written agreement from NHD.
- 4.3.2.5. To the extent of any limited liability expressed in the contract, the Contractor agrees to indemnify, defend and hold harmless, not excluding the State's right to participate, the State from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees and expenses, arising out of any claims of infringement by the Contractor of any United State Patent or trade secret, or any copyright, trademark, service mark, trade name or similar proprietary rights conferred by common law or by any law of the United States or any state said to have occurred because of systems provided or work performed by the Contractor, and, the Contractor shall do what is necessary to render the subject matter non-infringing in order that the State may continue its use without interruption or otherwise reimburse all consideration paid by the State to the Contractor.

**4.3.3. Any breach of Data shall be addressed as follows:**

- 4.3.3.1. Contractor will accept responsibility for all Data breaches resulting from vulnerabilities within the Vendor's system including but not limited to notification of affected parties and corrective actions determined by the State.
- 4.3.3.2. Contractor will identify the extent of the Data breach and the affected services within 24 hours and notify the State and continue with notifications until issue is resolved.
- 4.3.3.3. Contractor will identify the root cause of the Data breach and take appropriate corrective actions. The State should be notified of the root cause and the appropriate corrective actions taken.

#### **4.3.4. Right to Publish**

- 4.3.4.1. All requests for the publication or release of any information pertaining to this VRP and any subsequent contract must be in writing and sent to NHD.
- 4.3.4.2. No announcement concerning the award of a contract as a result of this VRP can be made without prior written approval of NHD.
- 4.3.4.3. As a result of the selection of the Contractor to supply the requested services, the State is neither endorsing nor suggesting the Contractor is the best or only solution.
- 4.3.4.4. The Contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any Data, pictures or other representation of any State facility, except with the specific advance written authorization of NHD.

### **5. SCOPE OF WORK**

#### **5.1. VENDOR'S RESPONSE TO SYSTEM REQUIREMENTS**

- 5.1.1. Vendors must explain in sufficient detail how the Vendor will satisfy System Requirements described in Section 4 above.
  - 5.1.1.1. Vendors shall provide a response to each item listed with a separate number and reference using those same numbers at the beginning of each response. Please provide responses that are specific and to the point.
  - 5.1.1.2. Vendor is free to suggest alternative methods that may work better with Vendor's System and accomplish the desired results.
  - 5.1.1.3. If the Vendor's System does not have a specific feature requested, please explain if it is possible to develop this feature **or** why it has not been needed by its current users.
- 5.1.2. Vendor shall include an implementation schedule over a four to eight month timeframe, which includes the training component identified in Section 4.2, System Support, with specific deadlines of identifiable monthly tasks. The selected Contractor will be subject to consequences for delays in their performance if they are unable to adhere to their implementation schedule, excluding delays directly caused by State and/or its Subgrantees.
- 5.1.3. Vendor shall explain how using the software will make NHD more effective, efficient, productive and profitable than our current system described in Section 3.1, Existing Software System.
- 5.1.4. Vendor may include any information on User Groups, if applicable.

<b>Responses to Section 5 must be submitted in Part I, Tab IV of Vendor's General Responses.</b>
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## 6. VENDOR BACKGROUND AND REFERENCES

**Vendor shall copy and paste this complete Section 6, Vendor Background and References, and include it in Part I-General Responses, Tab V. Written responses must be in *bold/italics* and placed immediately following the applicable question or statement.**

### 6.1. VENDOR INFORMATION

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

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

6.1.2. Please be advised, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state must register with the State of Nevada, Secretary of State’s Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

6.1.3. The selected Vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State’s Office pursuant to NRS76. Information regarding the Nevada Business License can be located at: <http://sos.state.nv.us>.

<b>Question</b>	<b>Response</b>
Nevada Business License Number, if already available:	
Legal Entity Name:	

6.1.3.1. Is “Legal Entity Name” the same name as Vendor is doing business as?

Yes		No	
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6.1.3.2. If “No”, provide explanation.

6.1.4. Has the Vendor ever been engaged under contract by any State of Nevada agency?

Yes		No	
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6.1.4.1. If “Yes”, complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

6.1.5. Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	
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6.1.5.1. If “Yes”, please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

6.1.5.2. If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person will be performing or producing the services which you will be contracted to provide under this VRP, you must disclose the identity of each such person in your response to this VRP, and specify the services that each person will be expected to perform.

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

6.1.6.1. Does any of the above apply to your company?

Yes		No	
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6.1.6.2. If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

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

6.1.7. Vendors must review the insurance requirements specified in Attachment G, Insurance Schedule. Does your organization currently have or will your organization be able to provide the insurance requirements.

Yes		No	
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6.1.8. Provide Vendor background/history and why Vendor is qualified to provide the services described in this VRP. *Limit response to no more than five (5) pages.*

6.1.8.1. Vendor shall also discuss who currently uses the Vendor’s system, how long they have been using it and what obstacles users have identified that may still need to be overcome with Vendor’s system.

**6.1.9. Financial information and documentation to be included in Part II, Confidential Financial Information of Vendor’s response in accordance with Attachment A.**

**6.1.9.1. Dun and Bradstreet Number:** *If Vendor currently does not have one, it will need to be obtained prior to contract execution if it is the Awarded Vendor.*

**6.1.9.2. Federal Tax Identification Number**

**6.1.9.3. The last two (2) years and current year interim:**

**6.1.9.3.1.1. Profit and Loss Statement**

**6.1.9.3.1.2. Balance Statement**

## 6.2. SUBCONTRACTOR INFORMATION

### 6.2.1. Does Vendor intend to use Subcontractors?

Yes		No	
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- 6.2.1.1. If “Yes”, vendor must:
- 6.2.1.2. Identify specific Subcontractors and the specific requirements of this VRP for which each proposed subcontractor will perform services.
- 6.2.1.3. If any tasks are to be completed by Subcontractor(s), Vendor must:
  - 6.2.1.3.1.1. Describe the relevant contractual arrangements;
  - 6.2.1.3.1.2. Describe how the work of any Subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and
  - 6.2.1.3.1.3. Describe your previous experience with Subcontractor(s).
- 6.2.1.4. Provide the same information for any proposed Subcontractors as requested in Section 6.1, Vendor Information.
- 6.2.1.5. Business references as specified in Section 6.3, Business References must be provided for any proposed Subcontractors.
- 6.2.1.6. Provide the same information for any proposed subcontractor staff as specified in Section 6.4, Vendor Staff Skills and Experience Required.
- 6.2.1.7. Staff resumes for any proposed Subcontractors as specified in Section 6.5, Vendor Staff Resumes.
- 6.2.1.8. Vendor shall not allow any Subcontractor to commence work until all insurance required of the Subcontractor is provided to the Vendor.
- 6.2.1.9. Vendor must notify NHD of the intended use of any Subcontractors not identified within their original response and provide the information originally requested in the VRP in Section 6.2, Subcontractor Information. The Vendor must receive NHD approval prior to Subcontractor commencing work.
- 6.2.1.10. All Subcontractor employees assigned to the project must be authorized to work in this country.

### 6.3. BUSINESS REFERENCES

6.3.1. Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last five (5) years.

6.3.2. Business references must show a proven ability of:

6.3.2.1. Developing, designing, implementing and/or transferring a large scale application with public and/or private sectors;

6.3.2.2. Developing and implementing a comprehensive training plan;

6.3.2.3. Experience with comprehensive project management; and

6.3.2.4. Experience with managing subcontractors.

6.3.3. Vendors must provide the following information for every business reference provided by the vendor and/or subcontractor:

The “Company Name” must be the name of the proposing Vendor or the Vendor’s proposed Subcontractor.

<b>Reference #:</b>			
<b>Company Name:</b>			
<i>Identify role company will have for this VRP project (Check appropriate role below):</i>			
	<i>VENDOR</i>		<i>SUBCONTRACTOR</i>
Project Name:			
<b>Primary Contact Information</b>			
Name:			
Street Address:			
City, State, Zip:			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
<b>Alternate Contact Information</b>			
Name:			
Street Address:			
City, State, Zip:			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
<b>Project Information</b>			
Brief description of the project/contract and description of services performed:			
Original Project/Contract Start Date:			

Original Project/Contract End Date:	
Original Project/Contract Value:	
Final Project/Contract Date:	
Was project/contract completed in time originally allotted, and if not, why not?	
Was project/contract completed within or under the original budget / cost Response, and if not, why not?	

6.3.4. Vendors must also submit Attachment D, Reference Questionnaire to the business references that are identified in Section 6.3.3.

6.3.5. It is the Vendor’s responsibility to ensure that completed forms are received by NHD on or before the deadline as specified in Section 9, Timeline for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the Vendor’s score in the evaluation process.

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

#### 6.4. VENDOR STAFF SKILLS AND EXPERIENCE REQUIRED

6.4.1. A resume must be completed for each proposed individual on the State format provided in Attachment E, Proposed Staff Resume, including identification of key personnel per Section 12.1.11, Key Personnel.

**Responses to Section 6 must be submitted in Part I, Tab V of Vendor’s General Responses, excluding any Confidential Financial Information, which should be included in Part II, Tab II.**

### 7. PROJECT COSTS

7.1. A Cost Schedule to be provided by Vendor in response to this VRP shall contain separate pricing for the setup and an annual service fee of System:

7.1.1. The setup fee shall be a one-time fee consisting of the configuration and delivery of the System for use by the Nevada Housing Division and its six Subgrantees with a training program described above in Section 4.2.1, System Support.

7.1.2. The annual service fee shall be for the purpose of maintaining and supporting the System on a Software as a Service (SaaS) basis. This fee should cover all elements of recurring services such as hosting costs (network bandwidth and server usage fees) application management, helpdesk, telephone support and account management of two designated support contacts.

7.2. Costs must be based on the total cost, including, without limitation, all components involved in service delivery of System, management, oversight, document production, archiving, cyber security, and training.

- 7.2.1. "All components" includes, without limitation, software, hardware, and associated licensing including any licensing cost for unique and specific software.
- 7.3. The Cost Schedule must be complete and include all expenses, including travel, per diem and out-of-pocket expenses as well as administrative and/or overhead expenses. Any recommended optional services that may be appropriate shall be priced separately clearly stating the applicable cost and rate for these services.
- 7.4. All terms, including prices, will remain in effect for a minimum of 180 days after the response Due Date. In the case of the Awarded Vendor, all terms, including prices, will remain in effect throughout the contract negotiation process.
- 7.5. Initial contract shall be for a period of five years with an option to release after three years.
- 7.6. Responses and any contracts must name the State as the owner of State Data, available in comma delimited format within 24 hour written notice. Any form of written notice is acceptable including email, fax, text and US mail.

**Responses to Section 7 must be submitted in Part I, Tab VI of Vendor's General Responses.**

## 8. FINANCIAL

### 8.1. PAYMENT

- 8.1.1. Awarded Contractor will need to complete a State of Nevada, Vendor Registration form and submit it to Nevada State Purchasing prior to the payment of the first invoice. These forms are available at: <http://purchasing.state.nv.us/>
- 8.1.2. Upon review and acceptance by the State, payments for invoices are normally made within 30 days of receipt, providing all required information, documents and/or attachments have been received.
- 8.1.3. Pursuant to NRS 227.185, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this VRP electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

### 8.2. BILLING

- 8.2.1. There shall be no advance payment for services furnished by a contractor pursuant to the executed contract.
- 8.2.2. Payment for service or produce shall only be made after invoices have been received, reviewed and accepted as complete by the State.

8.2.3. Each billing must consist of an invoice and applicable backup documentation listing services having been rendered and/or products have been provided.

**8.3. TIMELINESS OF BILLING**

8.3.1. The State is on a fiscal year calendar. All billings for dates of service prior to July 1<sup>st</sup> 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, that 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. This is the estimate of the additional costs to the State for processing the billing as a stale claim and this amount will be deducted from the stale claims payment due the contractor.

**9. TIMELINE**

9.1. The following represents the proposed timeline for this VRP. These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time. The State also reserves the right to forego vendor presentations and select vendor(s) based on the written responses submitted.

Task	Date
Deadline for submittal of responses to Vendor Review Process and Reference Questionnaires	May 8, 2015 by 5:00 p.m.
Evaluation period ( <u>approximate</u> time frame)	May 11, 2015 through June 12, 2015
Vendor presentations ( <u>approximate</u> time frame)	Week of June 15, 2015
Selection of vendor and negotiate contract ( <u>approximate</u> time frame)	June 22, 2015 through June 29, 2015
Anticipated Administrator approval ( <u>approximate</u> time frame)	June 30, 2015
Contract start date ( <u>approximate</u> time frame and contingent upon Administrator approval)	July 1, 2015

**10.SUBMISSION REQUIREMENTS, FORMAT AND CONTENT**

**10.1. GENERAL SUBMISSION REQUIREMENTS**

10.1.1. For ease of evaluation, each response must be presented in a format that corresponds to and references sections outlined within this VRP and must be presented in the same order. *Please use the Submission Checklist found in Section 13 for proper labeling and placement of responses.*

10.1.2. If a prior question has addressed a specific matter in this VRP, please feel free to answer any subsequent question by referring back to the prior question rather than restating the same information a second time.

- 10.1.3. Vendor shall provide one (1) master and six (6) hard copies of Part I-General Responses. Also, the Vendor shall provide one complete electronic version of Part I as a PDF.
- 10.1.4. There should only be one (1) master hard copy of Part II-Confidential Financial Information Responses, which should be kept separate in a sealed envelope and appropriately marked as “Part-II Confidential Financial Information”.
- 10.1.5. Vendor may instead choose to submit both Part I and Part II via email to the Contact Person by the Due Date and time. In this case, no additional copies would be necessary for Part I. However, Vendor is responsible for confirming with the Contact Person that NHD has received the Vendor’s entire response. Part I and Part II shall be a separate PDF and each must be labeled appropriately.
- 10.1.6. Please include a title page and table of contents for Part I and a separate title page for Part II.
- 10.1.7. The Vendor Information Sheet needs to be copied and pasted into a new document and completed in its entirety.
- 10.1.8. All of Section 6 needs to be copied and pasted into a new document and each question answered for the Vendor. This process will need to be duplicated for the section pertaining to any Subcontractor(s) that has been identified by the Vendor.
- 10.1.9. The State Documents Tab VII must include the following:
  - 10.1.9.1. Attachment A – Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.
  - 10.1.9.2. Attachment B – Vendor Certifications with an original signature by an individual authorized to bind the organization.
  - 10.1.9.3. Attachment C – Certification Regarding Lobbying with an original signature by an individual authorized to bind the organization.
- 10.1.10. Copies of any Vendor licensing agreements and/or hardware and software maintenance agreements shall be included in Part I, Tab IX, Other Information Materials.
- 10.1.11. Responses to this VRP must be received by the Due Date including all Reference Questionnaires (Attachment D). Vendors may submit their responses any time prior to the above stated deadline.
- 10.1.12. Proposed Staff Resumes (Attachment E) need to be included in Part I, Tab III of Vendor’s General Responses.

- 10.1.13. Statement of Understanding (Attachment F), Insurance Schedule (Attachment G), and Federal Laws and Authorities (Attachment H) will be applicable to the Awarded Vendor at the time of contract execution.
- 10.1.14. The State will not be held responsible for envelopes containing responses mishandled as a result of the envelopes not being properly prepared particularly as it relates to any Confidential Financial Information. (Please see Attachment A.)
- 10.1.15. As stated in Section 6, each Vendor must include 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 response. The State reserves the right to reject any responses based upon the Vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

## 11. EVALUATION AND AWARD PROCESS

- 11.1. Responses shall be consistently evaluated and scored based upon the following criteria:
  - 11.1.1. Experience in performance of comparable engagements and financial stability;
  - 11.1.2. Ability to address the needs identified in this VRP;
  - 11.1.3. Functionality of System including the energy audit tool;
  - 11.1.4. Ability to provide requested training to NHD and Subgrantee employees;
  - 11.1.5. Ease and acceptability of use for both most and least adaptable users; and
  - 11.1.6. Total cost for setup, training and annual maintenance.
- 11.2. Presentations:
  - 11.2.1. Following the evaluation and scoring process specified above, the State may require Vendors to make a presentation to the Evaluation Committee.
  - 11.2.2. The State, at its option, may limit participation in Vendor presentations to the three (3) highest ranking Vendors.
  - 11.2.3. The State reserves the right to forego Vendor presentations and select Vendor based on the written responses submitted.
- 11.3. The Evaluation Committee may also contact the references requested in the

Section identified as Company Background and References; contact any Vendor to clarify any response; contact any current users of a Vendor's services; solicit information from any available source concerning any aspect of a response; 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 submittal, but shall make an award in the best interests of the State of Nevada per NRS 333.335(5).

- 11.4. Clarification discussions may, at the State's sole option, be conducted with Vendors who submit responses determined to be acceptable and competitive. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of responses. 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 responses submitted by competing Vendors. Any modifications made to the original responses during final negotiations will be included as part of the contract.
- 11.5. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Administrator. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all Vendors may negotiate a contract with the next highest scoring vendor or withdraw the VRP.

## 12. TERMS AND CONDITIONS

### 12.1. PROCUREMENT TERMS AND CONDITIONS

- 12.1.1. The State reserves the right to alter, amend, or modify any provisions of this VRP, or to withdraw this VRP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 12.1.2. The State reserves the right to waive informalities and minor irregularities in responses received.
- 12.1.3. The State reserves the right to reject any or all responses received prior to contract award.
- 12.1.4. The State shall not be obligated to accept the lowest priced submittal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS 333.335).
- 12.1.5. Any irregularities or lack of clarity in the VRP should be brought to the Contact Person's attention as soon as possible so that corrective addenda may be furnished to prospective Vendors.
- 12.1.6. Responses which appear unrealistic in the terms of technical commitments, lack

of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

12.1.7. Responses 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.

12.1.8. Responses may be withdrawn by written or facsimile notice at anytime during the evaluation process.

12.1.9. The State is not liable for any costs incurred by Vendors prior to entering into a formal contract. Costs of developing the submittal or any other such expenses incurred by the vendor in responding to the VRP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.

12.1.10. Responses submitted become the property of the State; selection or rejection does not affect this right; responses will be returned only at the State's option and at the Vendor's request and expense.

12.1.11. Key Personnel

12.1.11.1. Key personnel will be incorporated into the contract. Replacement of key personnel may be accomplished in the following manner:

12.1.11.1.1. A representative of the contractor authorized to bind the company will notify the State in writing of the change in key personnel.

12.1.11.1.2. The State may accept the change of the key personnel by notifying the contractor in writing.

12.1.11.1.3. The signed acceptance will be considered to be an update to the key personnel and will not require a contract amendment. A copy of the acceptance must be kept in the official contract file.

12.1.11.1.4. Replacements to key personnel are bound by all terms and conditions of the contract and any subsequent issue resolutions and other project documentation agreed to by the previous personnel.

12.1.11.1.5. If key personnel are replaced, someone with comparable skill and experience level must replace them.

12.1.11.1.6. The State reserves the right to have any contract or management staff replaced at the sole discretion and as deemed necessary by the State.

12.1.12. Authorization to Work

12.1.12.1. Contractor is responsible for ensuring that all employees and/or subcontractors are authorized to work in the United States.

13.SUBMISSION CHECKLIST

13.1. 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 responses received without these requisite documents may be deemed non-responsive and not considered for contract award.

**Submission Checklist**

<b>Part I – General Responses</b>		<b>Completed</b>
Required number of General Responses per submission requirements		
Tab I	Title Page	
Tab II	Table of Contents	
Tab III	Vendor Information Sheet	
Tab IV	Section 5 – Scope of Work Responses	
Tab V	Section 6 – Company Background and References	
Tab VI	Section 7 – Cost Schedule	
Tab VII	State Documents (Attachment A – C)	
Tab VIII	Proposed Staff Resumes (Attachment E)	
Tab IX	Other Information Materials	
<b>Part II – Confidential Financial Information Responses</b>		
Required number of Confidential Financial Information Responses per submission requirements		
Tab I	Title Page	
Tab II	Financial Information and Documentation	
<b>Reference Questionnaire Reminders</b>		
Send out Reference Forms for Vendor (with Part A completed)		
Send out Reference Forms for proposed Subcontractors (with Part A and Part B completed, if applicable)		

## ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted responses, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted response marked “confidential” **will not** be accepted by the State of Nevada. All responses are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ general responses become public information.

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

In the event a governing board acts as the final authority, there may be public discussion regarding the submitted responses that will be in an open meeting format, the responses will remain confidential. Should vendors not comply with the labeling and packing requirements, responses will be released as submitted.

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

This response contains Confidential Financial Information.

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**This document must be submitted in Part I, Tab VII of Vendor’s General Responses**

## ATTACHMENT B – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

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

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Vendor Company Name

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Vendor Signature

---

Print Name

---

Date

**This document must be submitted in Part I, Tab VII of Vendor's General Responses**



## ATTACHMENT D – REFERENCE QUESTIONNAIRE

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

<b>INSTRUCTIONS TO PROPOSING VENDOR</b>	
1.	Proposing vendor or vendor’s proposed subcontractor <b>MUST</b> complete Part A and/or Part B of the Reference Questionnaire.
2.	Proposing vendor <b>MUST</b> send the following Reference Questionnaire to <b>EACH</b> business reference listed for completion of Part D, Part E and Part F.
3.	<p>Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:</p> <p style="margin-left: 40px;">State of Nevada, Housing Division            Subject:           <b>WAP VRP for Software Database</b>            Attention:       <b>Patrick Conway</b>            Email:             <a href="mailto:patrick.conway@housing.nv.gov">patrick.conway@housing.nv.gov</a>            Phone:            (775) 687-2054            Fax:               (775) 687-6946</p> <p>Please reference the VRP name in the subject line of the email or on the fax.</p>
4.	The completed Reference Questionnaire <b>MUST</b> be received <i><b>no later than 5:00 PM PT, May 8, 2015.</b></i>
5.	Business references are <b>NOT</b> to return the Reference Questionnaire to the Vendor.
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the VRP cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor’s score in the evaluation process.



**BUSINESS REFERENCE’S RESPONSE TO REFERENCE QUESTIONNAIRE FOR  
STATE OF NEVADA VENDOR REVIEW PROCESS (VRP)  
Weatherization Assistance Program Software Database**

**PART A – TO BE COMPLETED BY PROPOSING VENDOR – *Please type***

<b>Name of Company Submitting Response:</b>	
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**PART B – IF APPLICABLE, NAME OF COMPANY ACTING AS SUBCONTRACTOR FOR VENDOR IDENTIFIED IN PART A – *Please type***

<b>Name of Subcontractor:</b>	
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**PART C – BUSINESS REFERENCE INSTRUCTIONS**

1.	This Reference Questionnaire is being submitted to your organization for completion as a business reference for the company listed in Part A or Part B, above.
2.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:  State of Nevada, Housing Division Subject: <b>WAP VRP for Software Database</b> Attention: <b>Patrick Conway</b> Email: <a href="mailto:patrick.conway@housing.nv.gov">patrick.conway@housing.nv.gov</a> Phone: (775) 687-2054 Fax: (775) 687-6946  Please reference the VRP name in the subject line of the email or on the fax.
3.	The completed Reference Questionnaire <b>MUST</b> be received <b><i>no later than 5:00 PM PT, May 8, 2015.</i></b>
4.	Do <b>NOT</b> return the Reference Questionnaire to the Vendor.
5.	In addition to the Reference Questionnaire, the State may contact references by phone for further clarification, if necessary.
6.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the VRP cover page.
7.	When contacting the State, please be sure to include the VRP name listed at the top of this page.
8.	We request all questions be answered. If an answer is not known please answer as “U/K”. If the question is not applicable please answer as “N/A”.
9.	If you need additional space to answer a question or provide a comment, please attach additional pages. If attaching additional pages, please place your company/organization name on each page and reference the VRP name noted at the top of this page.

PART D – COMPANY PROVIDING REFERENCE – <i>Please type</i> CONFIDENTIAL INFORMATION WHEN COMPLETED	
Company Providing Reference:	
Contact Name:	
Title:	
Contact Telephone:	
Contact Email Address:	

**PART E – QUESTIONS:**

1. Did this contractor perform any of the following on your project?		
DESCRIPTION	YES	NO
Provide a web-based, central database for weatherization projects?		
Maintain data in a confidential and secure fashion?		
Provide a state-of-the-art energy audit tool as part of software system?		
Provide a system that generates work orders?		
Assist with DOE compliance for energy modeling?		
Adapt system software to meet your agencies needs?		
Provide a system that allows for the incorporation of your agencies Standard Work Specifications?		
Provide a system that generates state and federal reports?		
Provide a system that tracks payments and balances from multiple funding sources?		
Provide a system that tracks inspections of program monitoring?		
Import records from prior weatherization projects?		
Provide comprehensive training for system users?		
Provide ongoing technical support for database system?		
If yes, what was their level of involvement? If no, what services did the contractor perform?		

2. Was the project completed on time, within your budget, with all required major functionality delivered?	Yes	No
If no, please explain how the final results compared with the initial schedule, budget/contract value, and/or scope.		

3. What was the primary factor considered in selecting this contractor?

4. Who is/was the contractor's key personnel responsible for supervising work and completing deliverables and what were their roles?
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5. Were there any changes to key personnel during the term of the contract?	Yes	No
If yes, please explain.		

6. Were there any subcontractors on your project?	Yes	No
If yes, who were the subcontractors?		
If yes, what part of the project did the subcontractor work on?		
What was the ratio of contractor staff to subcontractor staff?		
Overall, how would you rate the subcontractor on a scale of 1 (poor) to 10 (excellent)?	<b>Rating:</b>	

7. Were contractually identified deliverables received as scheduled?	Yes	No
If no, please explain.		
What type of problems did you encounter?		

**RATING SCALE:**

*Where a rating is requested and using the Rating Scale provided below, rate the following questions by noting the appropriate number for each item. Please provide any additional comments you feel would be helpful to the State regarding this contractor.*

Category	Rating
Poor or Inadequate Performance	0
Below Average Performance	1 – 3
Average Performance	4 – 6
Above Average Performance	7 – 9
Excellent Performance	10

8. How would you rate this contractor on the following items using the above rating scale?			
DESCRIPTION	RATING	DESCRIPTION	RATING
The Firm		Energy Audit Tool	
Project Manager		Management of Subcontractor(s)	
Key Personnel		Presentations	
Contractor Staff Skills		Training	
Communication		Technical Support	
Organization of Work		Evaluation of Alternatives	
Quality of System		Quality Assurance	
Reasonableness of Cost		Understanding of Needs	
Timeliness		Security of Data	
Detailed Project Plan Management		Flexibility	
Contract Amendments		Responsiveness	
Cooperation		Overall Satisfaction	

9. Would you contract with this company/organization again?	Yes	No
Please explain.		

10. Please provide any additional comments you feel would be helpful to the State regarding this contractor.
--

**PART F – GENERAL INFORMATION:**

1. During what time period did the vendor provide these services for your organization?				
Month/Year:		TO:	Month/Year:	

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## ATTACHMENT E – PROPOSED STAFF RESUME

### PROPOSED STAFF RESUME

*A resume must be completed for all proposed contractor staff and proposed subcontractor staff using this or a similar format.*

<b>COMPANY NAME:</b>			
<input type="checkbox"/> <b>Contractor</b>		<input type="checkbox"/> <b>Subcontractor</b>	
<b>Name:</b>			<input type="checkbox"/> <b>Key Personnel</b>
<b>Classification:</b>			<b># of Years in Classification:</b>
<b>Brief Summary of Experience:</b>			
<b># of Years with Firm:</b>			
<b>RELEVANT PROFESSIONAL EXPERIENCE</b>			
<b>Required Information:</b>  <b>MMYYYY to Present:</b> <b>Vendor Name:</b> <b>Client Name:</b> <b>Client Contact Name:</b> <b>Client Address, Phone Number, Email:</b> <b>Role in Project:</b> <b>Details and Duration of Project:</b> <b>Software/hardware used in engagement:</b>			
<b>Required Information:</b>  <b>MMYYYY to MMYYYY:</b> <b>Vendor Name:</b> <b>Client Name:</b> <b>Client Contact Name:</b> <b>Client Address, Phone Number, Email:</b> <b>Role in Project:</b> <b>Details and Duration of Project:</b> <b>Software/hardware used in engagement:</b>			
<b>EDUCATION</b>			
<b>Institution Name:</b> <b>City:</b> <b>State:</b> <b>Degree/Achievement:</b> <b>Certifications:</b>			
<b>HARDWARE/SOFTWARE SUMMARY (Be Specific)</b>			
<i>Description</i>			<i># of Year's Experience</i>
<b>Hardware:</b>			
<b>Software:</b>			
<b>Tools:</b>			
<b>Databases:</b>			

REFERENCES	
<i>Minimum of three (3) required, including name, title, organization, phone number, fax number and email address</i>	

<b>Proposed Staff Resumes must be submitted in Part I, Tab VIII of Vendor's General Responses.</b>
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## ATTACHMENT F – STATEMENT OF UNDERSTANDING

Upon approval of the contract and prior to the start of work, each of the staff assigned by the contractor and/or subcontractor to this project will be required to sign a non-disclosure Statement of Understanding.

All non-disclosure agreements shall be enforced and remain in force throughout the term of the contract and any contract extensions.

### STATEMENT OF UNDERSTANDING

As a contract employee to the State of Nevada, I have an implicit responsibility to safeguard the public trust. I further affirm to follow all statutes, regulations, policies, standards and procedures governing the confidentiality, integrity and security of information resources prescribed by the State as outlined below.

**Information Resources** are defined as all computing hardware, software, data files, computer generated hard copy, data facilities, communications, modems, multiplexors, concentrators, power sources and other assets related to computer-based information systems of computer installations.

I will guard against and report to the proper authority any accidental or premeditated disclosure or loss of material such as, but not limited to, confidential data, sensitive information, developmental or operation manuals, encoding systems, activation passwords for teleprocessing, keys or any material entrusted to me when such disclosure or loss could be detrimental to the State of Nevada or citizenry thereof. I acknowledge responsibility to safeguard computer access privileges that I may be entrusted with (e.g., USERID and PASSWORD) and will not disclose this sensitive information to **ANYONE**. I will be responsible for all activity conducted under my user registration. I understand that the LOGONID and PASSWORD are intended for the sole use of the personnel to whom it is assigned and is not to be loaned to or used by any other individual.

In conformance with customer agency regulations and in the performance of my duties, I will release from the State input documents and report output only to an authorized representative of the owning agency. Under no circumstances will I allow data owned by one customer agency to be made available to another entity without obtaining the express permission of the owning agency for such disclosure or utilization.

Upon termination of the contract assignment with the State of Nevada, for whatever reason, I agree to respect the confidentiality of all customer agency data, applications and procedures entrusted to me and will submit to an authorized State representative all manuals, files, keys, data, applications and any other State owned relevant materials (this includes, but is not limited to, all copies of the same) pertinent to the performance of my assigned duties and tasks.

Furthermore, I agree that if in the employ of, or under contract with, someone other than the State of Nevada, I will not attempt to implement any application or procedure which is proprietary to the State without the express written permission of the State of Nevada.

I further agree that I will not knowingly engage in any activity for monetary gain or otherwise which may jeopardize the integrity of the State. I will further aid in the investigation of any individual violating or infringing upon this trust, realizing that such violation may be grounds for dismissal. I am also aware that I will be subject to warning, suspension or dismissal and/or appropriate legal action for any proven infringements or violations of these security provisions.

The State of Nevada has a Zero Tolerance policy regarding sexual harassment which must be followed by all employees/contractors. The policy against sexual harassment for the State of Nevada states that all employees have the right to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive or disruptive, including sexual harassment. Any employee/contractor who violates this policy is subject to dismissal/removal from the project.

It is the policy of the State of Nevada to ensure that its employees/contractors do not: report to work in an impaired condition resulting from the use of alcohol or drugs; consume alcohol while on duty; or unlawfully possess or consume any drugs while on duty, at a work site or on State property. Any employee/contractor who violates this policy is subject to dismissal/removal from the project.

<b>NAME (Please Print):</b>			
<b>SIGNATURE:</b>		<b>DATE:</b>	
<b>COMPANY AFFILIATION:</b>			
<b>PROJECT:</b>			

## ATTACHMENT G – INSURANCE SCHEDULE

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

### **INDEMNIFICATION CLAUSE:**

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

### **INSURANCE REQUIREMENTS:**

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

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

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

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

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

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

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

2. **Automobile Liability - can be waived if contract does not involves use of motor vehicle.**

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

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

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

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

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

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

**4. Professional Liability (Errors and Omissions Liability) – service contracts over \$500 thousand and above.**

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

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

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

**5. Network Security (Cyber) and Privacy Liability:**

Per Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000

This errors and omissions insurance shall include coverage for third party claims and losses including with respect to network risks (such as data breaches, transmission of virus/malicious code; unauthorized access or criminal use of third party, ID/data theft) and invasion of privacy regardless of the type of media involved in the loss of private information (such as computers, paper files and records, or voice recorded tapes), covering collection, use, access, etc. of personally identifiable information, direct liability, as well as contractual liability for violation of privacy policy, civil suits and sublimit for regulatory defense/indemnity for payment of fines and penalties.

- a. The retroactive coverage date shall be no later than the effective date of this contract.
- b. Contractor shall maintain an extended reporting period for not less than two (2) years after termination of this contract.

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

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **Housing Division; Attn: Patrick Conway, 1535 Old Hot Springs Road, Suite 50, Carson City, NV 89706.**
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A- VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Housing Division; Attn: Patrick Conway, 1535 Old Hot Springs Road, Suite 50, Carson City, NV 89706.** The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

## ATTACHMENT H – FEDERAL LAWS AND AUTHORITIES

Following is a list of Federal Laws and Authorities with which the awarded contractor will be required to comply as may be applicable to the project due the use of Federal funding.

### **ENVIRONMENTAL:**

1. Archeological and Historic Preservation Act of 1974, PL 93-291
2. Clean Air Act, 42 U.S.C. 7506(c)
3. Endangered Species Act 16 U.S.C. 1531, ET seq.
4. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
5. Executive Order 11988, Floodplain Management
6. Executive Order 11990, Protection of Wetlands
7. Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
8. Fish and Wildlife Coordination Act, PL 85-624, as amended
9. National Historic Preservation Act of 1966, PL 89-665, as amended
10. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended

### **ECONOMIC:**

1. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended
2. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans

### **SOCIAL LEGISLATION**

1. Age Discrimination Act, PL 94-135
2. Civil Rights Act of 1964, PL 88-352
3. Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
4. Executive Order 11246, Equal Employment Opportunity
5. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
6. Rehabilitation Act of 1973, PL 93, 112

### **MISCELLANEOUS AUTHORITY:**

1. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
2. Executive Order 12549 – Debarment and Suspension