



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

515 East Musser Street, Suite 300 | Carson City, NV 89701
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Request for Proposal: 96SSHIX-S1296
For
Marketing and Outreach Services

Release Date: October 15, 2020

Deadline for Submission and Opening Date and Time: December 4, 2020 @ 2:00 PM

Refer to Section 7, RFP Timeline for the complete RFP schedule

For additional information, please contact:

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Refer to Section 8 for instructions on submitting proposals

VENDOR INFORMATION SHEET FOR RFP 96SSHIX-S1296

Vendor Shall:

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V3 shall be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Section III of the Technical Proposal.

V1	Company Name		

V2	Company Address		
	Street Address:		
	City, State, Zip Code:		

V3	Telephone Numbers			
		Area Code	Number	Extension
	Telephone:			
	Fax:			
	Toll Free:			

V4	<i>Contact Person for Questions / Contract Negotiations, including address if different than above</i>	
	Name:	
	Title:	
	Address:	
	Email Address:	
	Telephone Number:	
	Fax:	

V5	<i>Name of Individual Authorized to Bind the Organization</i>	
	Name:	
	Title:	

V6	<i>Signature (Individual shall be legally authorized to bind the vendor per NRS 333.337)</i>	
	Signature:	Date:

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Following Attachments are available within NevadaEPro.com on the Attachments Tab of bid solicitation 96SSHIX-S1296 for review and completion.

- ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION
- ATTACHMENT B – VENDOR CERTIFICATIONS
- ATTACHMENT C – CONTRACT FORM *for reference only*
- ATTACHMENT D – INSURANCE SCHEDULE FOR RFQ 96SSHIX-S1296
- ATTACHMENT E – REFERENCE QUESTIONNAIRE
- ATTACHMENT F – PROPOSED STAFF RESUME
- ATTACHMENT G – COST SCHEDULE

Prospective vendors are advised to review Nevada’s ethical standards requirements, including but not limited to NRS 281A, NRS 333.800, and NAC 333.155.

All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: www.leg.state.nv.us/law1.cfm.

1. PROJECT OVERVIEW

The State of Nevada Purchasing Division, on behalf of the Silver State Health Insurance Exchange (Exchange), is requesting proposals from integrated marketing and advertising firms to facilitate the Exchange’s Marketing and Outreach Campaign. The State will award one (1) contract in conjunction with this RFP, as determined in the best interest of the State. The vendor’s proposal shall identify the specific scope of services being offered. The resulting contract is anticipated to begin on April 1, 2021, and continue through March 31, 2025, subject to Board of Examiners (BOE) approval, with the option for two (2), one-year extensions, if agreed upon by both parties and in the best interest of the State.

Vendors that respond to this RFP should have a fundamental understanding of the Affordable Care Act (ACA) and its efforts to reduce the cost of health insurance coverage offered through the Individual Health Insurance Marketplace, Nevada Health Link.

Historically, individuals and families who are eligible for federal subsidies through the Exchange have not responded to traditional advertising campaigns and outreach methods. Furthermore, the target populations do not frequently see Nevada Health Link advertisements or may not be aware or understand the services and resources from the State Based Exchange in reducing their monthly premium costs for health insurance. A portion of this RFP will be evaluated on the vendor’s ability to reach the greatest percentage of eligible Nevadans in the most efficient and fiscally responsible manner. Special provisions are included in the ACA for Nevada’s Native American populations. Outreach and inclusion of all 27 federally recognized tribes in Nevada are requirements of this RFP.

While consumers who qualify for premium and cost sharing assistance represent a majority of the Exchange’s target market, the Exchange offers high quality products that appeal to consumers who are not eligible for a subsidy. The Exchange’s publicly accessed website, Nevada Health Link (www.nevadahealthlink.com), must avoid the perception that offered products are a form of welfare or endowment. It is important that the Exchange be seen as a service that delivers a quality product at an affordable price. In addition to attracting new applicants in both the traditional ad space and digital ad space, marketing efforts must also address existing consumers in a way that will support their retention and promote customer satisfaction.

Prospective vendors are encouraged to seek partnerships and/or subcontracts with specialty firms that can provide expertise in community-based marketing with an expertise in outreach to minority communities that are disproportionately uninsured or under-insured. The Exchange is searching for the most creative, targeted, and effective outreach campaign to provide added value to the Exchange and its target populations.

1.1 BACKGROUND

The Silver State Health Insurance Exchange, referred to as the Exchange, was established as a Nevada State Agency in 2011 to oversee and operate Nevada’s Affordable Care Act (ACA) health insurance marketplace known as Nevada Health Link. Nevada Health Link

connects uninsured and underinsured Nevadans to Qualified Health Plans (QHPs) and Qualified Dental Plans (QDPs). The Exchange is the only place where Nevadans can access tax credits and subsidies to help offset their monthly premium costs for insurance. In September 2019, the Exchange officially transitioned its technology and call center functionality off of the federal health insurance marketplace known as HealthCare.gov and began operations as a fully autonomous State Based Exchange (SBE) for plan year 2020 enrollment and beyond.

The Exchange facilitates the sale of qualified health and dental plans and connects eligible Nevadans who are not insured by their employer, Medicaid, or Medicare to health insurance options. Through Nevada Health Link, individuals can shop for, compare, and purchase quality and affordable health insurance plans with tax credits or subsidies that are based on their income.

1.2 GOALS AND OBJECTIVES

The goals of this project are as follows:

- 1.2.1 Engage a vendor that is flexible and creative, and proposes a cost effective approach to deliver the following items:
- 1.2.2 Conduct in-depth research and analysis to;
 - 1.2.2.1 Identify marketing strategies to target audiences who lack health insurance coverage.
 - 1.2.2.2 Identify advertisement needs in areas where stronger outreach and advertisement presence is needed.
 - 1.2.2.3 Boost awareness among consumers in targeted areas so that Nevada Health Link becomes their primary choice when seeking health insurance coverage.
- 1.2.3 Develop and implement education campaigns (Off Season) that raise awareness of the importance of having health insurance coverage and addresses the benefits of enrolling in plans offered through the Exchange;
- 1.2.4 Develop and implement successful enrollment campaigns (Open Enrollment Period and Special Enrollment Period), that encourages individuals to access the Exchange's State Based Exchange, Nevada Health Link, to obtain health insurance coverage during open enrollment;
- 1.2.5 Execute efficacious enrollment campaigns that relay the Exchange's appreciation for consumer participation; and
- 1.2.6 Create and execute innovative annual strategies, communication plans, advertising campaigns, and resources that help position Nevada Health Link as top choice for consumers who seek health insurance coverage.

2. SCOPE OF WORK

2.1 TASKS/REQUIREMENTS

The Vendor must provide the services outlined in **Section 2.2** to the Exchange through its own resources, at the specific request of the Exchange. The Vendor will conduct all tasks and requirements, together with any related work or services within the scope of this RFP for ad-hoc tasks. The Exchange reserves the right to modify the frequency or scope of the contracted services, based upon changes to federal or state laws, rules, regulations and organizational needs.

2.1.1 Bidders Qualifications to Propose

Vendors must provide following types and levels of experience at a minimum to propose.

2.1.2 Required Qualifications:

2.1.2.1 A minimum of three (3) years of experience with web hosting capabilities, web design and content development, security maintenance.

2.1.2.2 A minimum of three (3) years of experience with creating, developing, and implementing advertisement and marketing campaigns and strategies.

2.1.2.3 A minimum of three (3) years of experience with developing and producing print, billboard, radio, web, social media, display, search, over-the-top (OTT) and television advertising.

2.1.2.4 A minimum of two (2) years of experience in providing similar services to government state agencies.

2.1.2.5 A minimum of three (3) years of experience with creating, developing and implementing outreach and stakeholder development services.

2.1.2.6 A minimum of two (2) years of experience in the health insurance landscape and/or a demonstrated knowledge of the Affordable Care Act in the state of Nevada.

2.1.2.7 A minimum of two (2) years of experience with coordinating and producing marketing and outreach collateral and event displays/signage.

2.1.3 Failure to meet these minimum types and level of experience will result in a proposal being found non-responsive and eliminated from consideration.

2.1.4 Preferred Qualifications:

2.1.4.1 Vendors applying should have a tangible passion for the state of Nevada and its residents. The vendor must be a champion of the brand

in every respect, from strategic direction to tactical execution, with a primary account manager who ensures the brand is properly conveyed across all programs and channels.

- 2.1.4.2 Experience in data analysis and creation of pivot tables used to aid in the development and execution of traditional marketing ad campaigns.
- 2.1.4.3 Vendors applying must be able to develop a strategic communications plan as well as stakeholder and community partner communication & outreach plan.
- 2.1.4.4 Vendors applying should have experience making formal presentations to a Board of Directors.
- 2.1.4.5 Vendors applying should demonstrate experience with producing kick-off events promoting the start of annual enrollment drive.

2.2 SCOPE OF WORK: MARKETING FUNCTIONS AND SERVICES

The purpose of this Agreement is for the Contractor to not exceed \$3.2 million annually, and should encompass a complete design of a creative, cost-effective, dynamic and integrated year-round marketing and outreach campaign aimed at reaching the established targeted audiences for Nevada Health Link enrollees. The marketing and outreach campaigns should communicate the benefits of accessing health and dental insurance coverage through Nevada Health Link and stay focused on the mission of reducing the uninsured and underinsured throughout the state of Nevada. The vendor should develop marketing and outreach campaigns for both the Open Enrollment Period and the Special Enrollment Period and remain culturally competent throughout all aspects of traditional and content marketing and messaging.

2.2.1 Vendor's Roles and Responsibilities

- 2.2.1.1 The Vendor shall designate an experienced individual to whom all communications from the Exchange may be addressed, and who has the authority to act for the Vendor in connection with all aspects of this Agreement, including management, supervision, and direction of Vendor's day-to-day performance (the "Project Manager") which role shall also be considered Key Personnel; but any written notice, demand or other communication shall be addressed to the person or persons specified in the Vendor Proposal.
 - A. The Project Manager will designate an alternate contact to act in his or her place in case of illness, vacation or other absence.
 - B. Unless authorized by the Exchange in writing, the Vendor shall not divert the Project Manager to another account.
- 2.2.1.2 Designate an experienced account manager, which role shall have full authority on behalf of the Vendor to administer the Agreement and

make decisions that require authority beyond that of the Project Manager.

- 2.2.1.3 Make its best efforts to maintain staff continuity throughout the life of the project. If, however, a substitution becomes necessary, the Vendor must submit resumes for review, in advance, for all proposed personnel substitutions. All Vendor personnel substitutions must be approved in writing by The Exchange.
 - A. Failure to receive the required approvals may result in termination of the contract.
- 2.2.1.4 Ensure that any changes to subcontractor entities, personnel, duties, or subcontractor contract terms are provided to The Exchange in writing for review and approval, in advance of changes taking place.
- 2.2.1.5 Sign a data sharing agreement within 30 days of entering into the contract with the Exchange. The vendor must agree to not disclose or share any data with any other entity, without the prior written consent of the Exchange, Personally Identifiable Health Information (PII) that may be collected or obtained through the course of this agreement.
 - A. Nevada Health Link does collect sensitive information from consumers in order to perform its ACA-mandated functions, such as enrollment in QHP and QDPs, and eligibility for Advance Premium Tax Credits (APTC) and Cost Sharing Reductions (CSR).
 - B. PII is protected by federal and state laws. The Privacy Policy describes how information about covered persons or Nevada Health Link consumers may be used, disclosed, and accessed.
 - C. By signing a data sharing agreement, the signers are also agreeing to adhere to the Nevada Health Link Privacy Policy located: <https://www.nevadahealthlink.com/about-nevada-health-link/privacy-policy/>.
- 2.2.1.6 Provide annually and in writing by July 30 of each year, an updated Marketing and Outreach plan outlining key goals, objectives, tasks, deliverables and timelines for review and approval by The Exchange.
- 2.2.1.7 Ensure that throughout the course of the contract any changes to goals, objectives, tasks, deliverables and timelines are provided in writing within seven (7) calendar days from the date they were made for review and approval by The Exchange.
- 2.2.1.8 Provide reporting at a minimum of monthly, including but not limited to, written and oral or telephonic presentations, or as often as requested by the Exchange.

- 2.2.1.9 Meet via teleconference at a minimum of biweekly, and ad hoc as required, with the Exchange staff to discuss progress of marketing and outreach efforts aligned with the campaigns.

2.3 Silver State Health Insurance Exchange’s Roles and Responsibilities

The Exchange Shall:

- 2.3.1 Designate the Exchange representative to whom all Vendor communications may be addressed and who has the authority to act on all aspects of the contract.
- 2.3.2 Provide access to business and technical documents as necessary for the Vendor to complete the tasks identified in this document.
- 2.3.3 Ensure appropriate resources are available, when possible, to perform assigned tasks, attend meetings, and answer questions.
- 2.3.4 Ensure that decisions and approvals are made in a timely manner.
- 2.3.5 Identify and provide access to subject matter experts to assist in the development of technical requirements.
- 2.3.6 Be the organizer of all outreach event process to conduct inventory, vet and plan event, and work with navigating entities.
 - 2.3.6.1 Navigating entities are organizations that conduct outreach, education, and enrollment assistance to uninsured and underinsured Nevadans, and promote quality, affordable, health coverage options available on the Exchange, also referred to as Nevada Health Link, and under publicly funded health insurance options, such as Medicaid and the Children’s Health Insurance Program (CHIP) or Nevada Check-Up, with an emphasis on target populations (uninsured and underinsured Nevadans, rural Nevadans, individuals/families statewide, 50+ age group, 26-45 age group, the young invincibles, members of Nevada Tribes, Hispanic/Latino, Asian Americans and Asian Pacific Islanders, African Americans, multicultural populations.
- 2.3.7 Host an initial meeting with partners and stakeholders and the awarded vendor with the Communications Director as the host to introduce the awarded vendor to partners and stakeholders.
- 2.3.8 Provide all data and resources necessary for the awarded vendor to perform the duties and meet the deliverables of this contract, for example consumer enrollment and demographic data.

2.4 Contract Deliverables

- 2.4.1 The Vendor shall provide all reports, invoices, supporting invoice documentation and deliverables within the timeframe specified and required by the Exchange.

- 2.4.2 The Vendor understands and acknowledges that all reports, invoices, supporting invoice documentation and deliverables must be reviewed, approved and accepted by the Exchange.
- 2.4.3 The Vendor understands that any Exchange requested revisions to any deliverable shall be incorporated by the Vendor within seven (7) calendar days from the date in which the Exchange provided its feedback, unless a different timeframe is required and specified by the Exchange.
- 2.4.4 In the event the Exchange requires additional refinements and modifications for any deliverable which occurs after that deliverable has been previously accepted by the Exchange, the Vendor shall be required to make the additional revisions until the revised deliverable is accepted and approved by the Exchange.
- 2.4.5 The Vendor will provide consultation services on an as-needed basis.
- 2.4.6 The Vendor shall be paid for services rendered under a resulting contract in accordance with *Section 5.1* of this document.
- 2.4.7 Vendor will make themselves available for project meetings with Exchange staff at a mutually agreed upon cadence.
- 2.4.8 Vendor will make themselves and supporting documentation available for any audits performed on the Exchange.

2.5 Deliverables Acceptance Criteria

All finished work must be submitted to the Exchange for review and approval or rejection. Payment for all tasks performed under an awarded contract will be based on a project completed basis using a work order agreement. It will be the Exchange's sole determination as to whether any tasks have been successfully completed and are acceptable.

Throughout the contract, the Exchange will review and confirm services performed. In addition, the Exchange will verify and approve the Vendor's invoices.

Deliverable acceptance criteria will consist of the following:

- 2.5.1 Research and data analysis reports, social, communication, media and marketing plans, events, schedules, documentation, digital files, and reports (deliverables) were completed as specified and approved.
- 2.5.2 Deliverable-specific work was completed as specified and the final deliverable product or service was rendered.
- 2.5.3 All deliverables are in a format useful to the Exchange.
- 2.5.4 If a deliverable is not accepted, the Exchange will provide the reason, in writing, within ten (10) business days of receipt of the deliverable.

2.6 Campaign Strategy/Planning

The vendor's proposal shall describe in detail the strategy and timeline for accomplishing the deliverables and timelines outlined under *Section 2.6*, and vendor's qualifications and experience in performing this type of work.

2.6.1 Research and Data Analysis

- 2.6.1.1 Conduct research and data analysis on a quarterly basis to establish baselines and identify strategies to target audiences that are specific in age groups and demographics: individuals and families with an emphasis on young individuals (26-34) and young adults (34-50) and the over 50 generation. Tribes, Rural Nevadans, age groups listed above, self-employed, Medicaid Ineligibles, African Americans, Asian American/Pacific Islander (API) populations, and job-loss individuals in response to COIVD-19.
- 2.6.1.2 Conduct research and data analysis on a quarterly basis or more often as needed to:
 - A. Identify advertisement needs by geography where the intersection of target audience and geography may necessitate a stronger advertisement presence.
 - B. Identify Nevada Health Link's competitors within the health insurance marketplace and make recommendations based off of the findings (i.e., Short Term Limited Duration Plans, Association Health Plans, Private insurance, Cobra, etc.)
 - C. Identify and create Nevada Health Link's strengths/weaknesses/opportunities/threats (SWOT analysis) based on public perception and marketing efforts and needs.
- 2.6.1.3 Conduct data analysis on a quarterly or more often as needed basis based on the Exchange enrollment data shared (data sharing agreement) for marketing and outreach purposes for both the off season and open enrollment marketing campaigns.
- 2.6.1.4 Conduct research and surveys on a quarterly or more often as needed basis on the brand, Nevada Health Link to gain insight into the public perception of the Nevada Health Link resources to help shape future campaigns from a marketing/messaging and outreach perspective.
- 2.6.1.5 Research, analyze, and create strategies, continuously through the duration of the Contract, to implement marketing plans that position Nevada Health Link to accomplish the following objectives:
 - A. Establish a recognized (by Nevada consumers) brand, maintain the current identity of the state agency Nevada

Exchange and Nevada Health Link by utilizing the existing brand.

- B. Continually build brand awareness and keep the Nevada Health Link brand top of mind with Nevada consumers (both new customers and existing consumers).
- C. Educate consumers about the benefits of Nevada Health Link and health insurance literacy; how to use their health insurance.
- D. Encourage community partners and influencers to advocate to their audiences on behalf of Nevada Health Link.
- E. Design and implement a creative, flexible, cost-effective, and integrated yearly Open Enrollment advertising and outreach campaign (this campaign focuses on communicating the benefits of accessing health coverage through the Exchange and the Qualified Health Plans available to eligible Nevada residents).
- F. Create and implement a yearly Off-Season marketing and outreach campaign.

2.6.2 Research and Data Analysis Deliverables & Timeline:

The vendor's proposal shall describe in detail the strategy and timeline for accomplishing the deliverables and timelines outlined in **Section 2.6.2**, and vendor's qualifications and experience in performing this type of work.

- 2.6.2.1 Monthly, or more frequently as needed, target audience analysis, validation and strategic planning services.
- 2.6.2.2 Monthly, or more frequently as needed, competitor analysis, communications and strategic planning services.
- 2.6.2.3 Monthly, or more frequently as needed, consumer perceptions analysis, communications and strategic planning services.
- 2.6.2.4 Ongoing through the duration of the contract, brand identity maintenance.
- 2.6.2.5 Monthly, or more frequently as needed, provide a brand awareness analysis, communications and strategic planning services and implementation of recommendations to maintain and build the Nevada Health Link brand.
- 2.6.2.6 Comprehensive Open Enrollment advertising and outreach campaign developed and implemented based on research and data analysis conducted.

- 2.6.2.7 Comprehensive Off-Season marketing and outreach campaign fully developed and implemented based on strategies developed off of research and analysis conducted.
 - 2.6.2.8 Comprehensive open enrollment post-mortem meeting complete with analysis on successes, failures, and suggested improvements for the next open enrollment period.
- 2.6.3 Marketing Campaign and Resources Deliverables & Timeline:
- 2.6.3.1 Develop, implement, oversee, and report on all marketing resources to support all advertising campaign objectives are as follows:
 - A. Public and Media Relations
 - 2.6.3.2 Develop a formal written communications strategy and plan for working with statewide Nevada media outlets (TV, radio, print publications, online, digital, and outdoor, etc.) to produce favorable publicity on Nevada Health Link’s behalf.
 - 2.6.3.3 Develop press releases and distribute to statewide media outlets and publications.
 - 2.6.3.4 Pitch statewide and national media publications and secure meetings for the Exchange in order to educate the public on Open Enrollment and the advertising campaign.
 - 2.6.3.5 Develop and report earned and paid media value on a monthly basis to the Exchange.
 - 2.6.3.6 Provide written communications as needed for various public relations services or requests from the Exchange.
 - 2.6.3.7 Online Presence
 - A. Oversee and monitor all social media channels, organic search engine optimization marketing (SEO) and related online platforms.
 - B. Strategize, develop, implement and report on content for all platforms.
 - C. Create bi-monthly topic specific GIFs for all social media channels,
 - D. Create interactive content for social media stories to engage consumers,
 - E. Establish, strategize and write content to implement the Nevada Health Link blog which lives on the consumer facing

website NevadaHealthLink.com and send through email marketing.

F. Write and implement content for Nevada Health Link email database.

2.6.3.8 Maintain database; track associated analytics to NevadaHealthLink.com

2.6.3.9 Consult on content, SEO and design aesthetics for NevadaHealthLink.com

2.6.3.10 Outreach Marketing

A. Strategize, implement and oversee all outreach-related marketing efforts to educate, build awareness, enroll and create mutually beneficial community partnerships through:

1. The Exchange's Enrollment Facilitator or Navigator, staff, and partner attendance at targeted outreach events per year around the state of Nevada,
2. Attend relevant community networking functions and meetings and cultivate targeted relationships with target company marketing and outreach personnel to build in-person relationships with mutual benefit cross promotional opportunities

2.6.3.11 Outreach/Community Relationships/Sponsorships

A. Secure vendor events, presence at targeted community relations events and brand-building sponsorships, whether in a digital online format or in person presentations and meetings related to the current health care landscape.

B. Secure attendance and presence at Northern Nevada and Southern Nevada, as well as rural Nevada for vetted targeted outreach and community relations events

2.6.3.12 Creative Development

A. Includes the strategy and development of all creative projects necessary to carry out all strategized marketing initiatives and advertising campaigns which include:

1. Copywriting
2. Graphic Design
3. Videography

4. Photography
 5. Editing
 6. Production Management (estimating, outside vendor procurement, coordination and management)
 7. Traffic Management (internal team scheduling, proofreading, coordination)
 8. Project Management (project-specific budget management, client communication, client/internal team liaison)
 9. Hard costs for related outside vendors
 10. Collateral production
 11. Media
- B. Purchase year-round approved media buys for the advertising campaign (and utilize added-value media placement) to support any Open Enrollment Period and Off-Season, Special Enrollment Periods advertising campaigns.
 - C. Identify and recommend which media will be used for each segment of the population statewide (in-person, print, TV, radio, outdoor, sports marketing, internet, direct mail, and others.)
 - D. Work closely with statewide media partners to ensure the best rates are negotiated and receive premium location placement.

2.6.3.13 Public and media relations

- A. Favorable statewide TV, radio, print publications, online, digital, and outdoor publicity approved by and on behalf of Nevada Health Link.
- B. Press releases and arranged media interviews approved by the Exchange.
- C. Arranged advertisement and media buys approved by and for the Exchange.

2.6.3.14 Online Presence

- A. Ongoing through the duration of the contract, the creation, coordination and management of all online and social media marketing campaigns.
- B. Ongoing through the duration of the contract, the creation, coordination and management of Nevada Health Link's online presence.
- C. Monthly, or more frequently as needed, provide content strategy, content development and content implementation services for all online platforms to the Exchange.
- D. Ongoing through the duration of the contract, provide content for the consumer facing website NevadaHealthLink.com and email marketing.
- E. Ongoing through the duration of the contract, maintain and track email marketing database, analytics and campaign metrics, provide updates to the Exchange monthly or more frequently as needed.

2.6.3.15 Outreach Marketing

- A. All outreach efforts within the marketing contract must include research, planning, development, and implementation of all marketing outreach activities
- B. Provide statewide vendor representatives to assist with in person community relations and outreach initiatives as requested by the Exchange.
- C. Organize, research, vet, and secure Agency in person or digital online attendance to various statewide outreach events

2.6.3.16 Outreach/Community Relationships/Sponsorships

- A. Secure community relationships and follow up with public health organizations to develop cross promotional ideas and sharing of marketing resources and educational materials.
- B. Assist in marketing initiatives from a community relations perspective by attending in person meetings, phone meetings, and attendance of regular events or meetings
- C. Develop and maintain a database of community partners and stakeholders and conduct regular follow up with email or phone calls with partners.
- D. Research, analyze, and once approved by the Exchange, secure sponsorship opportunities statewide that align with the

Exchange's mission and offers a public relations opportunity and brand awareness.

2.6.3.17 Material Development/Management/Creative Development

- A. Advertising scripts written with a clear understanding of the message being delivered and key objectives established to reach all target populations.
- B. Film advertising spots and videos developed as per the agreed work order agreements in consultation with the Exchange.
- C. Photographs taken and approved by the Exchange to use for all campaigns, social media platforms, and all publications, such as website and embedded in email marketing.
- D. Maintain and update as needed the Brand Standards Guide for Nevada Health Link and adhere to all Exchange policies and guidelines for the brand.
- E. Any content, music, or visual effects used has been aligned with copyright laws.

2.6.4 Marketing Policies/Deliverables & Timeline

- 2.6.4.1 Develop a formal written social media policy in conjunction with the existing social media comment policy to establish vendors' and employees' responsibilities and obligations when conceiving, building, deploying and maintaining social media networking sites to facilitate communications on behalf of the department.
- 2.6.4.2 Adhere to or make recommendations to the developed email marketing policy in order for the agency and vendor to have guidelines to follow when developing messaging and communications via email to consumers and potential enrollees.
- 2.6.4.3 Adhere to or make recommendations to Nevada Health Link's social media comment policy to set boundaries of what consumers can and cannot say or do in the comment section of the Nevada Health Link social media platforms.
- 2.6.4.4 Developed and followed formal written social media campaign to establish employees' responsibilities and obligations when conceiving, building, deploying and maintaining social media networking sites to facilitate communications on behalf of the department.
- 2.6.4.5 Through the duration of the contract adhere to or make recommendations to the developed email marketing policy.

- 2.6.4.6 Through the duration of the contract adhere to or make recommendations to Nevada Health Link's social media comment policy.

2.7 AD HOC TASK ORDER REQUEST

For those processes that fall outside of the services, tasks, and deliverables defined in **Section 2.6** that are necessitated by new or revised provisions of state or federal regulations, new or revised reporting requirements, or standards imposed upon state exchanges by regulatory authorities, the Exchange will initiate the Ad Hoc Task Order Request utilizing the process detailed below:

- 2.7.1 The Exchange will submit a request via e-mail to the Vendor.
- 2.7.2 The request will include the specific objectives, tasks/deliverables required and may include the timeline in which work will need to be completed.
- 2.7.3 The Vendor must draft and propose a Scope of Work (SOW) to complete the tasks/deliverables described in the request.
- 2.7.4 The SOW must be received within the timeframe stated by the Exchange in the request.
- 2.7.5 The SOW must include the job titles with the corresponding estimated number of hours per job title to complete the tasks/deliverables and a timeline in which they will be completed.
- 2.7.6 Upon receipt of the SOW, the Exchange will review the SOW and negotiate any changes deemed necessary prior to the Exchange determining approval or denial of the SOW.
- 2.7.7 The Vendor cannot start any work prior to the Exchange written approval of the request's SOW.
- 2.7.8 Upon completion of deliverables related to a Task Order Request, if the Vendor is required to prepare a written report, the Vendor will prepare a written report of the methods used and results, in the format prescribed by the Task Order Request in accordance with **Section 2.8**.

2.8 CONTRACT MANAGEMENT AND STAFFING

The Vendor will be responsible for recruiting, training and providing appropriate staffing and oversight to ensure the integrity and timely completion of the services detailed in **Section 3.2, Scope of Work** throughout the course of the contract period. It is the Vendor's responsibility to:

- 2.8.1 Provide sufficient additional management and administrative support staff necessary to organize, prepare and carry out all administrative tasks associated with conducting these audits.

- 2.8.2 Submit an organizational chart with resumes of staff assigned to the project for the agency’s review, prior to the start of work. At any time throughout the course of the contract, the agency reserves the right to approve or disapprove the Vendor’s proposed staffing, including consultants or subcontractors and may request a replacement of such staffing, consultant or subcontractor, if needed.
- 2.8.3 During the term of the contract, if substitution of staff is required, the qualifications of the newly appointed staff will need to meet or exceed the competencies of those staff previously working for this contract. Any substitutions/replacements may be subject to the Exchange review and written approval.

3. COMPANY BACKGROUND AND REFERENCES

3.1 VENDOR INFORMATION

3.1.1 Vendors shall provide a company profile in the table format below.

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

3.1.2 Pursuant to NRS 333.3354, the State of Nevada awards a five percent (5%) preference to a vendor certifying that its principal place of business is in Nevada. The term ‘principal place of business’ has the meaning outlined by the United States Supreme Court in Hertz Corp v. Friend, 559 U.S. 77 (2010), typically meaning a company’s corporate headquarters. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state

basis. To claim this preference a business must submit a letter with its proposal showing that it qualifies for the preference.

3.1.3 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state shall 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.

3.1.4 The selected vendor, prior to doing business in the State of Nevada, shall be appropriately licensed by the State of Nevada, Secretary of State’s Office pursuant to NRS 76. Information regarding the Nevada Business License can be located at <http://nvsos.gov>.

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

Is “Legal Entity Name” the same name as vendor is doing business as?

Yes		No	
-----	--	----	--

If “No”, provide explanation.

3.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes		No	
-----	--	----	--

If “Yes”, complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

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

3.1.6 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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If “Yes”, please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State

of Nevada within the past two (2) years, and if such person shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response to this RFP, and specify the services that each person shall be expected to perform.

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

Does any of the above apply to your company?

Yes		No	
-----	--	----	--

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

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

- 3.1.8 Vendors shall review and provide if awarded a contract the insurance requirements as specified in **Attachment D, Insurance Schedule for RFP 96SSHIX-S1296**
- 3.1.9 Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.
- 3.1.10 Provide a brief description of the length of time vendor has been providing services described in this RFP to the public and/or private sector.

- 3.1.11 Financial information and documentation to be included in accordance with **Section 8.5, Part III – Confidential Financial Information.**
 - 3.1.11.1 Dun and Bradstreet Number
 - 3.1.11.2 Federal Tax Identification Number
 - 3.1.11.3 The last two (2) years and current year interim:
 - A. Profit and Loss Statement
 - B. Balance Statement

3.2 SUBCONTRACTOR INFORMATION

Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.

3.2.1 Does this proposal include the use of subcontractors?

Yes		No	
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If “Yes”, vendor shall:

- 3.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor shall perform services.
- 3.2.1.2 If any tasks are to be completed by subcontractor(s), vendors shall:
 - A. Describe how the work of any subcontractor(s) shall be supervised, channels of communication shall be maintained and compliance with contract terms assured; and
 - B. Describe your previous experience with subcontractor(s).
- 3.2.1.3 Provide the same information for any proposed subcontractors as requested in **Section 3.1, Vendor Information.**
- 3.2.1.4 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 3.2.1.5 Vendor shall notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in **Section 3.2, Subcontractor Information.** The vendor shall receive agency approval prior to subcontractor commencing work.

3.3 BUSINESS REFERENCES

- 3.3.1 Vendors shall provide a minimum of three (3) business references from similar projects performed for private and/or public sector clients within the last three (3) years.
- 3.3.2 A minimum of three (3) years of experience with web hosting capabilities, web design and content development, security maintenance.
- 3.3.3 A minimum of three (3) years of experience with creating, developing, and implementing advertisement and marketing campaigns and strategies.
- 3.3.4 A minimum of three (3) years of experience with developing and producing print, billboard, radio, web, social media, display, search, over-the-top (OTT) and television advertising.
- 3.3.5 A minimum of two (2) years of experience in providing similar services to government state agencies.
- 3.3.6 A minimum of three (3) years of experience with creating, developing and implementing outreach and stakeholder development services.
- 3.3.7 A minimum of two (2) years of experience in the health insurance landscape and/or a demonstrated knowledge of the Affordable Care Act in the state of Nevada.
- 3.3.8 A minimum of two (2) years of experience with coordinating and producing marketing and outreach collateral and event displays/signage.
- 3.3.9 Vendors shall submit **Attachment E, Reference Questionnaire** to their business references.
- 3.3.10 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in **Section 7, RFP 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.
- 3.3.11 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

3.4 VENDOR STAFF RESUMES

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

4. COST

The Cost Schedules to be completed for this RFP an Excel spreadsheet in **Attachment G – Cost Schedule**. Costs not submitted on the State provided Excel spreadsheet may render a vendor's entire proposal nonresponsive.

All proposal terms, including prices, shall remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, shall remain in effect throughout the contract negotiation process.

5. FINANCIAL

5.1 PAYMENT

- 5.1.1 Upon review and acceptance by the State, payments for invoices are normally made within 45 – 60 days of receipt, providing all required information, documents and/or attachments have been received.
- 5.1.2 Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this RFP electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.
- 5.1.3 All Media buys will be paid for on a reimbursement basis. The vendor will submit proof of payment for the media buys and will be reimbursed by the state.

5.2 BILLING

- 5.2.1 The State does not issue payment prior to receipt of goods or services.
- 5.2.2 The vendor shall bill the State as outlined in the approved contract and/or payment schedule.
- 5.2.3 The State presently has a Procurement Card Program that participating State agencies may use to pay for some of their purchases. The Program is issued through a major financial institution and is treated like any other major credit card. Using agencies may desire to use the card as a method of payment. No additional charges or fees shall be imposed for using the card. Please indicate in your proposal response if you will accept this method of payment.

5.3 TIMELINESS OF BILLING

The State is on a fiscal year calendar. All billings for dates of service prior to July 1 shall 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, shall 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 shall be deducted from the stale claims' payment due the contractor.

6. WRITTEN QUESTIONS AND ANSWERS

The Purchasing Division shall accept questions and/or comments in writing regarding this RFP as noted below:

6.1 QUESTIONS AND ANSWERS

6.1.1 All questions regarding this RFP should be submitted using the Bid Q&A feature in *NevadaEPro*.

6.1.1.1 To access the Bid Q&A:

- A. Log into your Seller account on *NevadaEPro*.
- B. Click the Bids Tab in the header.
- C. Click View under Bid Q&A on the appropriate Bid Solicitation under the Open Bids section.

6.1.2 The deadline for submitting questions is as specified in *Section 7, RFP Timeline*.

6.1.3 All questions and/or comments shall be addressed using the Bid Q&A in *NevadaEPro*. If questions and answers require a material change to the Bid Solicitation, an Amendment will be posted in *NevadaEPro* and you will receive email notification.

7. RFP TIMELINE

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time. The State also reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

Task	Date/Time
Deadline for submitting questions	10/29/2020 @ 5:00 PM
Answers posted to website	On or about 10/22/2020
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 12/03/2020
Deadline for submission and opening of proposals	No later than 2:00 PM on 12/04/2020
Evaluation period (approximate time frame)	12/04/2020 – 12/11/2020
Vendor Presentations (approximate time frame)	12/14/2020 – 12/18/2020
Selection of vendor	On or about 12/18/2020
Anticipated BOE approval	03/2021
Contract start date (contingent upon BOE approval)	04/01/2021

8. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

8.1 GENERAL SUBMISSION REQUIREMENTS

- 8.1.1 Vendors shall submit their proposals by using Create Quote through the State electronic procurement website, <https://NevadaEPro.com>, in accordance with the instructions below.
- 8.1.1.1 Refer to *Instructions for Vendors Responding to a Bid* in the Important Links section on the front page of *NevadaEPro* for instructions on how to submit a Quote using *NevadaEPro*.
- 8.1.2 The Quote/Proposal shall contain a **maximum of four (4) attachments** which may include:
- 8.1.2.1 Technical Proposal
- 8.1.2.2 Confidential Technical (if applicable)
- 8.1.2.3 Cost Proposal (if applicable)
- 8.1.2.4 Confidential Financial (if applicable)

Note: Under the Items Tab the NevadaEPro system defaults to ‘No Bid’. Proposing vendors must uncheck the ‘No Bid’ box and that will allow the system to default to ‘See Quote Attachments’.

- 8.1.3 Proposals shall have a technical response, which may be composed of two (2) parts in the event a vendor determines that a portion of their technical response qualifies as “confidential” per NRS 333.020 (5) (b).
- 8.1.4 If complete responses cannot be provided without referencing confidential information, such confidential information shall be provided in accordance with *Section 8.3, Part IB – Confidential Technical Proposal* and *Section 8.5, Part III Confidential Financial Information*.
- 8.1.5 Specific references made to the section, page, and paragraph where the confidential information can be located shall be identified on *Attachment A, Confidentiality and Certification of Indemnification* and comply with the requirements stated in *Section 8.6, Confidentiality of Proposals*.
- 8.1.6 Proposals that do not comply with the requirements may be deemed non-responsive and rejected at the State’s discretion.
- 8.1.7 Although it is a public opening, only the names of the vendors submitting proposals shall be announced per NRS 333.335(6). Technical and cost details about proposals submitted shall not be disclosed.
- 8.1.8 Assistance for persons who are disabled, visually impaired or hearing-impaired who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two (2) days in advance of the opening.
- 8.1.9 For ease of evaluation, the technical and cost proposals shall be presented in a format that corresponds to and references sections outlined within this RFP and shall be presented in the same order. Written responses shall be in *bold/italics*

and placed immediately following the applicable RFP question, statement and/or section.

- 8.1.10 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 color displays, promotional materials, etc., are not necessary or desired. Emphasis shall be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 8.1.11 For purposes of addressing questions concerning this RFP, the sole contact shall be the Purchasing Division as specified on Page 1 of this RFP. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP shall 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 per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 8.1.12 Any vendor who believes there are irregularities or lack of clarity in the RFP or proposal requirements or specifications are unnecessarily restrictive, or limit competition shall notify the Purchasing Division, in writing, as soon as possible, so that corrective addenda may be furnished by the Purchasing Division in a timely manner to all vendors.
- 8.1.13 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive per NRS 333.311.
- 8.1.14 The vendor understands and acknowledges that the representations made in its proposal are material and important and shall be relied on by the State in its evaluation of a proposal. Any misrepresentation by a vendor shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

8.2 PART IA – TECHNICAL PROPOSAL

- 8.2.1 The Technical Proposal **shall not include** cost and/or pricing information. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.
- 8.2.2 Using Create Quote in *NevadaEPro*, vendors shall provide one (1) PDF Technical Proposal on the Attachments Tab that includes the following:
 - 8.2.2.1 Section I – Title Page with the following information:

Part IA – Technical Proposal	
RFP Title:	Marketing and Outreach Services
RFP:	96SSHIX-S1296
Vendor Name:	
Address:	
Opening Date:	12/04/2020

Part IA – Technical Proposal	
Opening Time:	2:00 PM

8.2.2.2 Section II – Table of Contents

An accurate and updated table of contents shall be provided.

8.2.2.3 Section III – Vendor Information Sheet

The vendor information sheet shall be completed and signed by an individual authorized to bind the organization.

8.2.2.4 Section IV – State Documents

The State documents section shall include the following:

- A. The signature page from all amendments signed by an individual authorized to bind the organization.
- B. Attachment A – Confidentiality and Certification of Indemnification signed by an individual authorized to bind the organization.
- C. Attachment B – Vendor Certifications signed by an individual authorized to bind the organization.
- D. Attachment H – Certification Regarding Lobbying signed by an individual authorized to bind the organization.
- E. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.
- F. Copies of applicable certifications and/or licenses.

8.2.2.5 Section V – Scope of Work

Vendors shall place their written response(s) to **Section 2, Scope of Work** in ***bold/italics*** immediately following the applicable RFP question, statement and/or section.

8.2.2.6 Section VI– Company Background and References

Vendors shall place their written response(s) to **Section 3, Company Background and References** in ***bold/italics*** immediately following the applicable RFP question, statement and/or section. This section shall also include the requested information in **Section 3.2, Subcontractor Information**, if applicable.

8.2.2.7 Section VII – Proposed Staff Resume(s)

- A. Vendors shall include all proposed staff resumes per **Section 3.4, Vendor Staff Resumes** in this section.
- B. This section shall also include any subcontractor proposed staff resumes, if applicable.

8.2.2.8 Section VIII – Other Informational Material

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

8.3 PART IB – CONFIDENTIAL TECHNICAL PROPOSAL

8.3.1 Vendors only need to submit Part IB if the proposal includes any confidential technical information (**Refer to Attachment A, Confidentiality and Certification of Indemnification**).

8.3.2 If needed, vendors shall provide one (1) PDF Confidential Technical Proposal file that includes the following:

8.3.2.1 Section I – Title Page with the following information:

Part IB – Confidential Technical Proposal	
RFP Title:	Marketing and Outreach Services
RFP:	96SSHIX-S1296
Vendor Name:	
Address:	
Opening Date:	12/04/2020
Opening Time:	2:00 PM

8.3.2.2 Section II – Confidential Technical

Vendors shall cross reference the confidential technical information back to the technical proposal, as applicable.

8.4 PART II – COST PROPOSAL

8.4.1 Vendors shall submit pricing information on the Items Tab of their Quote in **NevadaEPro**.

8.4.2 Vendors shall provide additional pricing information as detailed in **Section 8.4.4** if appropriate or required in accordance with **Section 4, Cost**.

8.4.3 The cost proposal shall not be marked “confidential”. Only information that is deemed proprietary per NRS 333.020 (5) (a) may be marked as “confidential”.

8.4.4 If needed, vendors shall provide one (1) PDF Cost Proposal file that includes the following:

8.4.4.1 Section I – Title Page with the following information:

Part II – Cost Proposal	
RFP Title:	Marketing and Outreach Services
RFP:	96SSHIX-S1296
Vendor Name:	
Address:	
Opening Date:	12/04/2020
Opening Time:	2:00 PM

8.4.4.2 Section II – Cost Proposal

Vendor’s shall place the information required per *Section 4, Cost* in this section.

8.5 PART III – CONFIDENTIAL FINANCIAL INFORMATION

8.5.1 If needed, vendors shall provide one (1) PDF Confidential Financial Information file that includes the following:

8.5.1.1 Section I – Title Page with the following information:

Part III – Confidential Financial Information	
RFP Title:	Marketing and Outreach Services
RFP:	96SSHIX-S1296
Vendor Name:	
Address:	
Opening Date:	12/04/2020
Opening Time:	2:00 PM

8.5.1.2 Section II – Financial Information and Documentation

Vendors shall place the information required per *Section 3.1.11* in this section.

8.6 CONFIDENTIALITY OF PROPOSALS

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

8.6.2 Vendors are required to submit written documentation in accordance with *Attachment A, Confidentiality and Certification of Indemnification* demonstrating the material within the proposal marked “confidential” conforms to NRS §333.333, which states “Only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5)”. Not conforming to these requirements shall cause your proposal to be deemed non-compliant and shall not be accepted by the State.

8.6.3 Vendors acknowledge that material not marked as “confidential” shall become public record and shall be posted to the Purchasing website upon contract award.

- 8.6.4 It is the vendor’s responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation.
- 8.6.5 Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by release of said information.

8.7 PROPOSAL PACKAGING

- 8.7.1 Vendors shall submit their proposals through the State electronic procurement website, <https://NevadaEPro.com>, in accordance with the instructions below.
- 8.7.2 Proposals shall be received via <https://NevadaEPro.com> no later than the date and time specified on the General Tab of the Bid Solicitation in *NevadaEPro*. Proposals that are not submitted by bid opening time and date shall not be accepted. Vendors may submit their proposal any time prior to the deadline stated in *NevadaEPro*. In the event that dates, and times specified in this document and dates times specified in *NevadaEPro* conflict, the dates and time in *NevadaEPro* shall take precedence.
- 8.7.3 Proposals submitted as physical copies, email, or any submission method other than via *NevadaEPro* shall not be considered.

9. PROPOSAL EVALUATION AND AWARD PROCESS

The information in this section does not need to be returned with the vendor’s proposal.

- 9.1 Proposals shall be consistently evaluated and scored in accordance with NRS 333.335 based upon the following criteria. The following criteria are listed in order of importance.

Criteria Description	Weight
Experience in Performance of Comparable Engagements	30
Demonstrated Competence	25
Cost Cost proposals will be evaluated based on the following formula: $\frac{\text{Lowest Cost Submitted by a Vendor}}{\text{Proposers Total Cost}} = \text{Price Factor}$ $\text{Price Factor} \times \text{Weight} = \text{Cost Criteria Score}$	20
Expertise and availability of Key Personnel	15
Conformance with the Terms of this RFP	10

- 9.1.1 Presentations

- 9.1.1.1 Following the evaluation and scoring process specified above, the State may require vendors to make a presentation of their proposal to the evaluation committee or other State staff, as applicable.
- 9.1.1.2 The State, at its option, may limit participation in vendor presentations to the top three scoring vendors, of the total combined available points for technical and cost proposals.
- 9.1.1.3 The State reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

Presentation Criteria Description	Weight
Ability to Apply Expertise	30
Showcased Necessary Skill	20
Able to Convey Commitment	20
Provide Appropriate Staffing	10
Evaluator’s Concerns Addressed	10
Displayed Enthusiasm	10

- 9.2 Effective July 1, 2017, a five percent (5%) preference will be awarded to businesses based in Nevada. A Nevada business is defined as a business which certifies either that its ‘principal place of business’ is in Nevada, as identified in **Section 3.1, Vendor Information**, or that a ‘majority of goods provided for the contract are produced’ in Nevada. The preference will be applied to the total score.
- 9.3 Financial stability shall be scored on a pass/fail basis.
- 9.4 Proposals shall be kept confidential until a contract is awarded.
- 9.5 The evaluation committee is 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.
- 9.6 The evaluation committee may 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.
- 9.7 Each vendor shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor’s prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. Refer generally to NRS 333.335.

- 9.8** Clarification discussions may, at the State’s sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive per 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. Any modifications made to the original proposal during the best and final negotiations shall be included as part of the contract.
- 9.9** A Letter of Intent (LOI) shall be issued in accordance with NAC 333.170 notifying vendors of the State’s intent to award a contract to a vendor, pending successful negotiations. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. All information remains confidential until the issuance of the formal Notice of Award (NOA). If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.
- 9.10** A Notification of Award (NOA) shall be issued in accordance with NAC 333.170. Vendors shall be notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners (BOE). Any award is contingent upon the successful negotiation of final contract terms and upon approval of the BOE, when required. Any non-confidential information becomes available upon written request.
- 9.11** Pursuant to NRS 333.700, any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners.

10. TERMS AND CONDITIONS

10.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor’s proposal.

- 10.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 10.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 10.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 10.1.4 The State will post all official communication regarding this RFP on the *NevadaEPro* website at <https://NevadaEPro.com>. Any changes, amendments, or clarifications will be issued in the form of written responses to vendor questions, amendments, or addendum published on the *NevadaEPro* website entry for this RFP. Vendors should check this website frequently for notice of matters affecting the RFP prior to submitting a proposal. The vendors failure to periodically check for updates does not release the vendor from any additional requirements or information that may have been posted.

- 10.1.5 The failure to provide clearly marked, separate PDF file(s) for **Part IB and Part III**, which contain confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 10.1.6 Pursuant to NRS 333.350, the State reserves the right to reject any or all proposals received prior to contract award.
- 10.1.7 Pursuant to NRS 333.350, the State reserves the right to limit the scope of work prior to award, if deemed in the best interest of the State.
- 10.1.8 Pursuant to NRS 333.335, the State shall not be obligated to accept the lowest priced proposal, however, shall make an award in the best interest of the State of Nevada after all factors have been evaluated.
- 10.1.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of the project, may be rejected.
- 10.1.10 Proposals from employees of the State of Nevada shall be considered in as much as they do not conflict with the State Administrative Manual (SAM), NRS Chapter 281 and NRS Chapter 284.
- 10.1.11 Proposals may be modified or withdrawn by written notice received prior to the proposal opening time. Withdrawals received after the proposal opening time shall not be considered except as authorized by NRS 333.350(3).
- 10.1.12 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, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 10.1.13 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal 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.
- 10.1.14 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right.
- 10.1.15 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and NAC Chapter 333.
- 10.1.16 NRS 333.290 grants a preference to materials and supplies that can be supplied from a “charitable, reformatory or penal institution of the State” that produces such goods or services through the labor of inmates. The Administrator reserves the right to secure these goods, materials or supplies from any such eligible institution, if they can be secured of equal quality and at prices not higher than those of the lowest acceptable bid received in response to this solicitation. In addition, NRS 333.410 grants a preference to commodities or services that

institutions of the State are prepared to supply through the labor of inmates. The Administrator shall apply the preferences stated in NRS 333.290 and 333.410 to the extent applicable.

- 10.1.17 Pursuant to NRS 333.338, the State of Nevada cannot enter into a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).

10.2 CONTRACT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal.

- 10.2.1 The awarded vendor shall be the sole point of contract responsibility. The State shall 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.
- 10.2.2 The awarded vendor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract. 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 shall be deemed a breach of contract.
- 10.2.3 The State shall not be liable for Federal, State, or Local excise taxes per NRS 372.325.
- 10.2.4 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties shall 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, any modifications and clarifications to the awarded vendor's proposal, the RFP, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract. The State shall not indemnify vendor from any liability or damages, including but not limited to attorney's fees and costs, arising under any contract resulting from this RFP.
- 10.2.5 State agencies and local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFP and may join or use any contract resulting from this RFP subject to Nevada law. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
- 10.2.6 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 shall not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.

- 10.2.7 Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

10.3 PROJECT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal.

10.3.1 Award of Related Contracts

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

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

10.3.2 Products and/or Alternatives

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

10.3.2.2 An acceptable alternative is one the State considers satisfactory in meeting the requirements of this RFP.

10.3.2.3 The State, at its sole discretion, shall determine if the proposed alternative meets the intent of the original RFP requirement.

10.3.3 State Owned Property

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

10.3.4 Inspection/Acceptance of Work

- 10.3.4.1 It is expressly understood and agreed all work done by the contractor shall be subject to inspection and acceptance by the State.
- 10.3.4.2 Any progress inspections and approval by the State of any item of work shall not forfeit the right of the State to require the correction of any faulty workmanship or material at any time during the course of the work and warranty period thereafter, although previously approved by oversight.
- 10.3.4.3 Nothing contained herein shall relieve the contractor of the responsibility for proper installation and maintenance of the work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the State.

10.3.5 Travel

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

- 10.3.5.1 All travel shall be approved in writing in advance by the Department.
- 10.3.5.2 Requests for reimbursement of travel expenses shall be submitted on the State Claim for Travel Expense Form with original receipts for all expenses.
- 10.3.5.3 The travel expense form, with original signatures, shall be submitted with the vendor's invoice.
- 10.3.5.4 Vendor shall be reimbursed travel expenses and per diem at the rates allowed for State employees at the time travel occurs.
- 10.3.5.5 The State is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by vendor for a rental vehicle.

10.3.6 Completion of Work

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

10.3.7 Right to Publish

- 10.3.7.1 All requests for the publication or release of any information pertaining to this RFP and any subsequent contract shall be in writing and sent to Janel Davis, j-davis@exchange.nv.gov, or designee.

- 10.3.7.2 No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of Janel Davis, j-davis@exchange.nv.gov, or designee.
- 10.3.7.3 As a result of the selection of the contractor to supply the requested services, the State is neither endorsing nor suggesting the contractor is the best or only solution.
- 10.3.7.4 The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with the specific advance written authorization of Janel Davis, j-davis@exchange.nv.gov, or designee.
- 10.3.7.5 Throughout the term of the contract, the contractor shall secure the written approval of the State per **Section 10.3.7.2** prior to the release of any information pertaining to work or activities covered by the contract.

10.3.8 Protection of Sensitive Information

- 10.3.8.1 Sensitive information in existing legacy applications shall encrypt data as is practical.
- 10.3.8.2 Confidential personal data shall be encrypted.
- 10.3.8.3 Any electronic transmission of personal information shall comply with NRS 603A.215 (2 & 3).
- 10.3.8.4 Sensitive data shall be encrypted in all newly developed applications.

10.4 TERMS AND CONDITIONS FOR GOODS

The information in this section does not need to be returned with the vendor's proposal.

10.4.1 Goods as Used in RFP

The term "goods" as used in this RFP has the meaning ascribed to it in NRS §104.2105(1) and includes, without limitation, "supplies", "materials", "equipment", and "commodities", as those terms are used in NRS Chapter 333.

10.4.2 Express Warranties

For the period specified on the face of the contract, contractor warrants and represents each of the following with respect to any goods provided under the contract, except as otherwise provided on incorporated attachments:

10.4.2.1 Fitness for Particular Purpose

The goods shall be fit and sufficient for the particular purpose set forth in the RFP or other solicitation documents.

10.4.2.2 Fitness for Ordinary Use

The goods shall be fit for the purpose for which goods of a like nature are ordinarily intended, it being understood that the purpose for the goods covered by the contract are ordinarily intended is general government administration and operations.

10.4.2.3 Merchantable, Good Quality, No Defects

The goods shall be merchantable, of good quality, and free from defects, whether patent or latent, in material and workmanship.

10.4.2.4 Conformity

The goods shall conform to the standards, specifications and descriptions set forth in the incorporated attachments. If contractor has supplied a sample to the State, the goods delivered shall conform in all respects to the sample and if the sample shall remain in the State's possession it shall be identified by the word "sample" and the signature of contractor's sales representative.

10.4.2.5 Uniformity

The goods shall be without variation, and shall be of uniform kind, quality, and quantity within each unit and among all units.

10.4.2.6 Packaging and Labels

The goods shall be contained, packaged, and labeled so as to satisfy all legal and commercial requirements applicable to use by a government agency, including without limitation, OSHA material safety data sheets and shall conform to all statements made on the label.

10.4.2.7 Full Warranty

The foregoing warranties are "full" warranties within the meaning of the Magnuson-Moss Warranty - Federal Trade Commission Improvement Act, 15 U.S.C. § 2301 et seq., and implementing regulations 16 C.F.R. pts. 700-703, if applicable to this transaction.

10.4.2.8 Title

Contractor has exclusive title to the goods and shall deliver the goods to the State free and clear of all liens, encumbrances, and security interests. If the contract causes title to vest in the State, the State hereby grants a security interest in the goods to contractor under the terms set forth in the contract.

10.4.3 Computer Warranties

If the goods include computer software and/or hardware, the following warranties shall apply in addition to the express warranties set forth above.

10.4.3.1 Software Warranty

Contractor/licensor warrants that for the period specified in the incorporated attachments:

- A. Under normal use and service, the media on which the licensed software is delivered shall be free from defects in material and workmanship. If the licensed product fails to meet the media warranty, and the State as licensee gives licensor written notice thereof during the applicable warranty period, licensor shall replace such media.
- B. The licensed product shall meet licensor's published specifications therefore in effect on the effective date of the contract. If the licensed product fails to meet the warranty and licensee gives licensor written notice thereof, licensor shall correct the failure, provided that licensee gives licensor detailed information regarding such failure. However, licensor shall not be liable to licensee for the warranty provided herein if (1) unanticipated or unauthorized modifications are made to the licensed product by someone other than licensor, or (2) the media for the licensed product is subject to misuse or abuse.

10.4.3.2 Hardware Warranty

Contractor warrants that, under normal use and service, the computer hardware and spare parts purchased from contractor shall be free from defects in material and workmanship, and the computer hardware shall meet the contractor's then current published specifications, therefore. If hardware warranted hereunder fails to meet the warranties herein and the State gives contractor written notice thereof during the applicable warranty period, contractor's sole obligation shall be to correct the failure by repair, replacement, or adjustment, as determined in contractor's sole discretion. However, contractor shall not be liable hereunder if:

- A. Unanticipated or unauthorized modifications are made to the computer hardware by someone other than contractor;
- B. Attachments, features or devices are employed on the computer hardware that are not supplied by contractor or not approved in writing by contractor, including, without limitation, other components of the State's systems; or

C. The computer hardware is subject to abuse or misuse.

10.4.3.3 Infringement Indemnity

Contractor warrants the purchase or use of the goods shall not infringe upon any United States or foreign patent, and contractor shall indemnify the State against all judgments, decrees, costs, and expenses resulting from any alleged infringement and shall defend, upon written request of the State, at its own expense, any action which may be brought against the State, its vendees, lessees, licensees, or assigns, under any claim of patent infringement in the purchase or use of contractor's goods. If the State is enjoined from using such goods, contractor shall repurchase such goods from the State at the original purchase price. The State shall notify contractor promptly in writing of any such suit. If the State compromises or settles any such suit without the written consent of contractor, contractor shall be released from the obligations of this paragraph and from any liability to the State under any statute or other rule of law.

10.4.3.4 Usage of Trade; Course of Dealings; Implied Warranties

Contractor shall also be bound by any other implied warranty that, at the time of execution of the contract, prevails in the trade of government in the marketing area in and about the State of Nevada. Contractor shall also be bound by any other implied warranty arising through course of dealings between contractor and the State from and after the execution of the contract. Contractor shall also be bound by all warranties set forth in Nevada's Uniform Commercial Code (NRS Title 8) in effect on the date of execution of the contract.

10.4.3.5 Warranties Cumulative

It is understood that warranties created by the contract, whether express or implied, as well as all warranties arising by operation of law that affect the rights of the parties under the contract, are cumulative and shall be construed in a manner consistent with one another.

10.4.3.6 Priority of Warranties

If it is held by a court of competent jurisdiction that there is an irreconcilable conflict between or among any of the warranties set forth in the contract and any warranties implied by law, the parties agree that the specifications contained in the contract shall be deemed technical and mere language of description.

10.4.3.7 Beneficiaries of Warranties

Benefit of any warranty made in the contract shall be in favor of the State, any of its political subdivisions or agencies, and any employee

or licensee thereof who uses the goods, and the benefit of any warranty shall apply to both personal injury and property damage.

10.4.3.8 Delivery; Inspection; Acceptance; Risk of Loss

Contractor agrees to deliver the goods as indicated in the contract, and upon acceptance by the State, title to the goods shall pass to the State unless otherwise stated in the contract. The State shall have the right to inspect the goods on arrival and, within a commercially reasonable time, the State shall give notice to contractor of any claim or damages on account of condition, quality, or grade of the goods, and the State shall specify the basis of the claim in detail. Acceptance of the goods is not a waiver of UCC revocation of acceptance rights or of any right of action that the State may have for breach of warranty or any other cause. Unless otherwise stated in the contract, risk of loss from any casualty, regardless of the cause, shall be on contractor until the goods have been accepted and title has passed to the State. If given any, the State agrees to follow reasonable instructions regarding return of the goods.

10.4.3.9 No Arrival; No Sale

The contract is subject to provisions of no arrival, no sale terms, but proof of shipment is to be given by contractor, each shipment to constitute a separate delivery. A variation of ten days in time of shipment or delivery from that specified herein does not constitute a ground for rejection. The State may treat any deterioration of the goods as entitling the State to the rights resulting from a casualty to the identified goods without regard to whether there has been sufficient deterioration so that the goods no longer conform to the contract.

10.4.3.10 Price; Taxes

The price quoted is for the specified delivery, and, unless otherwise specified in the contract, is F.O.B. to the delivery address specified above. Unless otherwise specified in the contract, the price does not include applicable federal or State sales, use, excise, processing or any similar taxes, or duty charges, which shall be paid by the State, or in lieu thereof, the State shall provide contractor with a tax exemption certificate acceptable to the applicable taxing authority.

10.4.3.11 Governing Law

The laws of Nevada, including, without limitation, Nevada's Uniform Commercial Code (NRS Title 8) in effect on the date of execution of the contract, shall govern with respect to any goods provided under the contract.

11. SUBMISSION CHECKLIST

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

Part IA– Technical Proposal Submission Requirements		Completed
Part IA submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Table of Contents	
Section III	Vendor Information Sheet	
Section IV	State Documents	
Section V	Scope of Work	
Section VI	Company Background and References	
Section VII	Attachment F – Proposed Staff Resume(s)	
Section VIII	Other Informational Material	
Part IB – Confidential Technical Proposal Submission Requirements		
Part IB submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Appropriate sections and information that cross reference back to the technical proposal	
Part II – Cost Proposal Submission Requirements		
Part II submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Cost Proposal	
Part III – Confidential Financial Information Submission Requirements		
Part III submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Financial Information and Documentation	
Reference Questionnaire Reminders		
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)		