



# Elko County School District

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850 Elm Street • Elko, Nevada 89801

## Elko County School District (ECSD) Request for Proposal (RFP)

RFP Title: Audit Services

RFP Number: 23-01-P-02-FIN-000

RFP Release Date: Tuesday, February 7, 2023

Scope of Work: ECSD is seeking proposals for audit services to cover fiscal years ending June 30 of 2023, 2024, and 2025 with two separate 1-year optional renewals that could cover 2026 and 2027. Proposals would include financial statement preparation, audit opinions and assistance implementing new pronouncements in conformity with Generally Accepted Accounting Principles (GAAP), *Generally Accepted Government Auditing Standards* (GAGAS), and Nevada Revised Statutes (NRS) Chapter 354.

RFP Questions by: 3:00 PM local time (PST) on Friday, February 24, 2023

Questions may be asked to clarify the RFP and not to introduce new items of measurement. All questions received will be answered and shared with all parties that submit a notice of intent. Questions must be submitted by email to ECSD's contact person.

Notice of Intent: Required by Wednesday, March 1, 2023

All interested auditors must indicate their intent to submit a proposal. This notice must be submitted by email to ECSD's contact person and include the firm's name, responsible person, contact information and an email address.

Proposal Due by: 3:00 PM local time (PST) on Wednesday, March 15, 2023

Proposal Opening: 3:15 PM local time (PST) on Wednesday, March 15, 2023

Contact Person: Julie Davis  
Chief Financial Officer  
[jdavis2@ecsdnv.net](mailto:jdavis2@ecsdnv.net)  
(775) 738-5196  
(775) 738-0808 fax

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# General Terms and Conditions

## 1 General Information

- 1.1 Elko County School District (ECSD) is requesting proposals from licensed certified public accountants to audit its financial statements for the term of three (3) fiscal years beginning after the Board of Trustee's approval for the audit of Fiscal Year Ending June 30, 2023, therefore, the initial term would begin approximately April 1, 2023 and expire on the completion of the audit for Fiscal Year Ending June 30, 2025, with two (2) additional one (1) year renewals, providing the terms, conditions and pricing remain unchanged. These audits are to be performed in accordance with GAAP, GAGAS, NRS 354, and Office of Management and Budget (OMB) Circulars/Uniform Guidance, whether codified by Federal agencies in agency regulations or adopted or implemented by other means.

## 2 Submission of Proposal

- 2.1 In response to this RFP, Proposers shall submit:
- One (1) original proposal marked "MASTER";
  - Two (2) identical bound copies;
  - One (1) identical electronic response in Microsoft Word, Microsoft Excel, or Adobe PDF, on CD or Flash drive;
  - Number each page individually and provide a Table of Contents; and
  - One (1) copy of PRICING information must be submitted in a separate, sealed envelope.
- 2.2 Neither ECSD nor any official or employee thereof shall be responsible for the pre/post-opening of, or failure to open, an RFP not properly addressed, identified or labeled.
- 2.3 Proposals submitted by email or facsimile will not be accepted.
- 2.4 Proposal and any addenda shall be submitted in a sealed envelope or box and labeled using the following format:
- Your Company Name  
ECSD – Audit Services  
RFP #23-01-P-02-FIN-000
- Mail or deliver proposal to:
- Elko County School District  
Finance Office: Julie Davis, CFO  
850 Elm Street  
Elko, Nevada 89801
- 2.5 In order for a proposal to be considered, it is mandatory that the Proposal be received and time-stamped by the ECSD Finance Office, prior to the receipt time specified in the RFP document (see page 1).
- 2.6 Information should be prepared to provide a straightforward, concise delineation of capacities to satisfy requirements of the RFP on ECSD forms. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis should be placed on conformance to RFP instructions, responsiveness to RFP requirements, completeness and clarity of content.
- 2.7 Any irregularities or lack of clarity in the RFP should be brought to the attention of ECSD Chief Financial Officer for correction or clarification.
- 2.8 An authorized representative of Proposer's firm must sign this RFP document. An unsigned proposal shall be disqualified.

- 2.9 All costs incurred in the preparation and submission of responses to the RFP shall be the responsibility of the Proposer.
- 2.10 Proposer assumes any and all risks involved with method of dispatch chosen. ECSD assumes no responsibility for Proposer's failure to deliver RFP in accordance with the specified receiving point and time stated herein.
- 2.11 All proposals and accompanying documentation become the property of ECSD and will not be returned. Any or all proposals may be posted on the ECSD Board Docs website at: <https://go.boarddocs.com/nv/elkcsd/Board.nsf/Public>.
- 2.12 Exceptions to the Terms, Conditions and Specifications of this proposal must be noted in the space provided on Attachment B. Failure to note said exceptions shall be interpreted to convey that Proposer shall propose to perform in the manner described and/or specified. ECSD reserves the right to accept or reject any exceptions based on the best interest of the School District.

### **3 Late Proposals**

- 3.1 Late proposals will not be accepted. A proposal may be received any time prior to the receipt time and date. A proposal arriving after the deadline will be returned to the sender unopened.

### **4 Withdrawal of Proposal**

- 4.1 A proposal may be withdrawn by written notification delivered by mail, fax or email.

### **5 Proprietary Information**

- 5.1 ECSD is a public entity as defined by state law and, as such, it is subject to the Nevada Public Records Act (Chapter 239 of the NRS). Under said law, all School District records are public (unless otherwise declared by law to be confidential), subject to inspection and may be copied by any person.
- 5.2 Proposers are advised that after ECSD has made a Recommendation of Award, the complete content of all proposals will become public record and nothing contained in the proposal will be deemed to be confidential. Proposers should not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Thus proposals should contain sufficient information to be evaluated without reference to any proprietary information.

### **6 Verbal Presentation/Oral Interviews**

- 6.1 ECSD reserves the right to request any or all Proposers to give a presentation to the Board of Trustees. If so requested, Proposer(s) shall make their personnel available to attend the March 28, 2023 board meeting. No cost allowance shall be permitted for this requirement. These presentations maybe done in person or by video conference.

### **7 Reporting Entity**

- 7.1 Elko County was created in 1869. It is uncertain exactly when ECSD was created, however the first high school graduation occurred in 1896. ECSD provides a full range of elementary, secondary and adult educational services including local, state and federal programs. During fiscal year 2022-23, ECSD operated eight elementary schools (grades K to 4 or 5), four rural schools (grades K-6), one intermediate school (grades 5-6), three

middle schools (grades 6 or 7 to 8), three high schools (grades 9 to 12), four combined schools (grades K-12), and collaborated with other local entities to provide adult and juvenile education programs and staff the Battle Born Youth Challenge Academy. The District has one (1) general fund, thirteen (13) special revenue funds, two (2) capital project funds, three (3) internal service funds, one (1) fiduciary fund, and multiple agency trust funds administered with the same controls as the rest of the central accounting system.

- 7.2 The governing board of ECSD consists of seven members elected by the public for four-year terms. The Board of Trustees is ultimately accountable for the fiscal matters of ECSD. The Superintendent is responsible to the Board of Trustees for the general efficiency of the school system, including administration, personnel, finance, maintenance, transportation, instruction, student services, and all other aspects of ECSD operations.
- 7.3 The Finance Office develops and administers a budgeting system that serves as the primary means by which most of the financing, acquisition, spending and service-delivery activities of ECSD are controlled. The use of an annual operating budget is prescribed under NRS Chapter 354. The budget is approved by the Board of Trustees at public hearings and is submitted to the Nevada Department of Taxation for review.

## 8 Scope of Service

### 8.1 Financial Audit

- a. The requested services are to include an examination of financial statements and a compliance examination in accordance with GAGAS, applicable OMB Circulars/Uniform Guidance, whether codified by Federal agencies in agency regulations or adopted or implemented by other means. Additionally, the services should include reporting on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; Report on Compliance for Each Major Federal Program; Report on Internal Control Over Compliance Required by the Uniform Guidance, the Schedule of Findings and Questioned Costs and any other applicable reports deemed necessary by accounting pronouncements.
- b. The audit is to be performed in accordance with generally accepted auditing standards applicable to financial audits contained in *Governmental Auditing Standards*, issued by the Comptroller General of the United States. Further, it is desirable that the independent auditor is knowledgeable with those parts of the NRS that affect the operations of ECSD.
- c. The primary purpose of the examination is to express an opinion on the financial statements and that such an examination is subject to the inherent risk that errors or irregularity may not be detected. If conditions are discovered which lead to the belief that material errors, defalcations or other irregularities may exist, or if any other circumstances are encountered that require extended services, the auditor will promptly advise ECSD. No extended services shall be performed unless authorized in the contractual agreement or in an amendment to the agreement.
- d. The independent auditor's report shall contain required findings and must be presented to the Board of Trustees not more than thirty (30) days after the report is submitted.
- e. Please go to <https://sites.google.com/ecsdnv.net/financial/home/audited-financials> to see ECSD's most recent Annual Financial Reports. The most recent report dated June 30, 2022 includes the requested services format of the audit opinions and reports from the external auditor.

## 8.2 Completion Time

- a. Since ECSD prepares the draft financial statements, a preliminary draft of any audit findings and departures from unmodified opinions shall be provided to the Chief Financial Officer on or before October 15 of each year. The independent auditor will participate in an exit conference on the audit report with the Chief Financial Officer and the Superintendent.
- b. The final report must be presented to the Board of Trustees no later than November 30 of the year the audit is issued. It is expected to be presented at the next regularly scheduled board meeting after the signed audit opinions are received.

## 8.3 Required Report

- a. The required audit reports shall be prepared and submitted in conformance with GAAP, GAGAS, and Uniform Guidance.

## 8.4 Audit Report Preparation

- a. ECSD will prepare work papers to the Trial Balance level. The independent auditor will prepare the financial statements including footnotes, and prepare Opinion Letters on firm letterhead, and any other applicable reports required. Report and financial statement editing, printing and binding shall be the responsibility of the auditor.

## 8.5 Ten Year Audit History

<b>Fiscal Year</b>	<b>Audit Firm</b>	<b>Opinion</b>
2021-22	HintonBurdick, PLLC	Unmodified
2020-21	HintonBurdick, PLLC	Unmodified
2019-20	HintonBurdick, PLLC	Unmodified
2018-19	HintonBurdick, PLLC	Unmodified financial. Qualified for all major programs.
2017-18	Eide Bailly, LLP	Unmodified
2016-17	Eide Bailly, LLP	Unmodified financial. Unmodified for all major federal programs except for Special Education Cluster; Title I, Grants to Local Educational Agencies; and Child Nutrition Cluster, which were qualified opinions.
2015-16	Eide Bailly, LLP	Unmodified financial. Qualified for all major programs.
2014-15	Eide Bailly, LLP	Unmodified financial. Modified for all major programs.
2013-14	Eide Bailly, LLP	Unmodified
2012-13	Kafoury, Armstrong & Co	Unmodified

## 8.6 Additional Data

- a. Estimated Number of Vendors: 17,000 in database. Of this extensive list, about 3,470 received payment between FY21 and FY23 year-to-date. In FY22, 2,140 vendors received payment, including employee reimbursements.  
  
Estimated Number of Payroll Checks/Direct Deposits: 21,540

Estimated Number of Accounts Payable Checks/ACH Deposits: 8,255

- b. ECSD is using Alio/Linq as its accounting and personnel software. It includes General Ledger, Accounts Payable, Payroll, Human Resources, Fixed Assets and Warehouse Modules. We also utilize Alio View/ Etrieve to allow the audit team to review transactions and backup without our assistance.

## **9 Submittal Format Requirements**

Proposal should be organized in the following format for ease of evaluation:

- 9.1 Include a transmittal letter written on Proposer's letterhead with full name, Proposer's legal status (sole proprietor, partnership, corporation or other), address, telephone numbers and Proposer's email address.
- 9.2 Public Disclosure Form (RFP Attachment A) – Place completed form in front of Proposer's response.
- 9.3 Exceptions to the Terms, Conditions and Specifications Form (RFP Attachment B) – Place completed form in front of Proposer's response following public disclosure form.
- 9.4 Include a complete Table of Contents.
- 9.5 State whether Proposer's organization is national, regional or local.
- 9.6 State the location of the office from which Proposer's work would be performed.
- 9.7 Provide a brief history of the firm, including any supplemental information such as sample of work, etc., which may be of assistance to the evaluation committee in determining the qualifications of the firm and/or individuals responding to RFP.
- 9.8 Identify each principal of the firm and all key personnel.
- 9.9 Explain in detail the duration and extent of experience with similar districts including name, address and phone number of contact person for each operation.
- 9.10 Provide at least three (3) references on RFP Attachment C.
- 9.11 Identify senior-level principal, who will act as the primary professional assigned to the account, and describe this person's experience and qualifications. Should Proposer need to replace this senior-level principal, ECSD approval will be required.
- 9.12 Identify any staff resources to be made available to ECSD.
- 9.13 Indicate all costs associated with program implementation and define details on a price schedule. Submit separately per term 2.1.
- 9.14 Describe the approach taken including, but not limited to, how the project will be organized, number and types of staff involved, staff experience and qualifications.
- 9.15 Submit names, addresses, phone numbers, and applicable licenses of all firms, which will provide services in conjunction with the performance of this RFP.
- 9.16 Submit any proposed agreement/contract required to implement these services. ECSD may elect to execute Proposer's agreement provided ECSD's standard terms and

conditions in this Proposal are incorporated into the final agreement. Unless otherwise identified as such, ECSD's contract language takes precedence in all cases.

9.17 RFP Attachments A, B and C **must** be submitted with proposal.

## **10 Price Adjustment**

- 10.1 Pricing provided by the Proposer shall not increase during the initial three (3) year contract period.
- 10.2 After the initial award period of three (3) years, a price adjustment may be proposed for the two (2) additional years.
- 10.3 Any price adjustments proposed for additional work during the contract would need to be approved in advance by ECSD prior to the work being performed. Please state the hourly billing rate by staff level experience in your proposal.

## **11 Governing Law**

- 11.1 Should there be a contract in addition to this RFP document, Proposer agrees that the additional contract shall be governed by and construed in accordance with the laws of Nevada. No action involving this contract agreement may be brought except in the district court located in Elko County, Nevada.

## **12 Debarment, Suspension and Other Responsibility Matters**

- 12.1 As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Proposer must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any federal department or agency.
- 12.2 Submission of a signed proposal in response to this solicitation is certification that Proposer's firm (or any Sub-Proposer) is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that ECSD will be notified of any change in this status.
- 12.3 Disclosure of Loss of Agreement and/or Inability to Fulfill Requirements
  - a. If Proposer has had an agreement terminated, or has a pending termination, or a settlement to avoid litigation or termination for default during the past five (5) years, all such incidents must be described.
  - b. Termination for default is defined as notice to stop performance due to Proposer's non-performance or poor performance, and the issue was either: (a) not litigated; or (b) litigated and such litigation determined Proposer to be in default.
  - c. Proposer shall submit full details of all terminations for default, settlements, or pending terminations experienced in the past five (5) years including the other party's name, address, and telephone number. Proposer shall also present its position on the matter.
  - d. ECSD shall evaluate the facts and at its sole discretion may reject the Proposer's response if the facts discovered indicate that completion of an agreement resulting from this RFP may be jeopardized by selection of Proposer.



- e. If Proposer has experienced no such settlement or terminations for default in the past five (5) years and has no pending terminations, it must affirmatively declare this to be so.

12.4 Proposer hereby certifies that it is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel as defined by NRS 332.065(5).

### **13 Funding Termination Clause**

13.1 Should the funding authority of ECSD fail to appropriate funds to continue payment on a resultant agreement, ECSD shall cancel said agreement without termination charge or penalty. Written notification shall be made should this occur.

### **14 Default**

14.1 In case of default by successful Proposer, ECSD may deduct any unpaid balance due the Proposer, procure the service(s) from another source, hold the defaulting Proposer responsible for any excess cost occasioned thereby, assess a penalty equal to five percent (5%) of the total contract price, commence with proceedings against any surety and/or performance bond held in conjunction with the contract, debarring the Proposer for a period of not less than one (1) year or more than five (5) years, or pursue other applicable legal remedies.

### **15 Termination of Contract**

15.1 This contract may be terminated in whole or in part by ECSD for its convenience, but only after the Proposer is given:

- a. Not less than thirty (30) calendar day's written notice of intent to terminate.
- b. An opportunity for consultation with the Chief Financial Officer of ECSD prior to termination.

### **16 Required Insurance Coverage**

16.1 The successful Proposer shall, at the Proposer's sole expense, procure, maintain and keep in force for the duration of the contract insurance conforming to the minimum limits as specified in this document. The required insurance shall be in effect prior to the commencement of work by the successful Proposer and shall continue in force as appropriate until final acceptance by ECSD of the completion of this contract.

16.2 Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to ECSD to evidence the insurance policies and coverages required of the successful Proposer. The certificate must name ECSD as the certificate holder. The certificate should be signed by a person authorized to bind coverage on its behalf. Upon renewal of the policies listed, successful Proposer shall furnish ECSD with renewal certificates for the upcoming policy period.

16.3 Successful Proposer shall maintain Worker's Compensation coverage as statutorily required by law for the duration of the contract to include Employer's Liability Coverage with minimum limits of one million dollars (\$1,000,000).

16.4 During the life of the contract, the successful Proposer providing service to ECSD shall maintain Comprehensive General Liability Insurance (occurrence form) with minimum limits of one million dollars (\$1,000,000) per occurrence. Applicable General Liability

policies must include the following coverages through insurance carrier(s) licensed to do business in the State of Nevada.

- Premises-Operations
- Independent Contractor's Protection
- Products and Completed Operations
- Broad Form Property Damage
- Personal Injury (with Employee Exclusion deleted)
- Blanket Contractual Liability
- Property Damage Liability

- 16.5 By endorsement to the required general liability policy and commercial automobile liability policy, ECSD must be named as additional insured for all liability arising from this contract on Acord 25 certificate or similar. The Additional Insured certificate should reference the RFP number.
- 16.6 The certificate of insurance must include a waiver of subrogation endorsement or clause attached to the general liability certificate waiving all rights of recovery against ECSD, its officers, employees, agents or volunteers.
- 16.7 During the life of the contract, Proposer shall maintain Comprehensive Commercial Automobile Liability Insurance coverage to include all owned autos, non-owned autos, and hired autos through an insurance carrier(s) licensed to conduct business in the State of Nevada. For the purposes of this contract the minimum acceptable commercial auto liability limits will be \$1,000,000 combined single limit (CSL).
- 16.8 During the life of the contract, Proposer shall maintain Professional Liability (Errors & Omissions) Insurance with minimum limits of at least one million dollars (\$1,000,000) per occurrence. The insurance required above may be provided under primary policies or by a combination of primary and excess policies.

## **17 Other Insurance Provisions**

### **17.1 Verification of Coverage**

- a. Successful Proposer shall furnish ECSD with certificates of insurance with original endorsements effecting coverage required by this clause.
- b. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- c. All certificates and endorsements are to be received and approved by ECSD prior to work commencing.
- d. ECSD reserves the right to require complete, certified copies of all required insurance policies at all times.

### **17.2 Any deductibles or self-insured retentions must be declared to and approved by ECSD before work commences.**

- a. ECSD reserves the right to request additional documentation, financial or otherwise, prior to giving approval of the deductibles and self-insured retentions before work commences.
- b. ECSD shall be notified of any changes to the deductibles or self-insured retentions made during the term of this contract or during the term of any policy, prior to the change taking effect.

- c. It is understood that the successful Proposer is responsible for and shall assume payment of all deductibles and/or self-insured retentions.

17.3 Policies to Contain or be Endorsed to Contain the Following Provisions:

- a. ECSD, its officers, employees and volunteers are to be named as additional insured on the successful Proposer's general liability and auto liability coverages. The coverages shall contain no special limitations on the scope of protection afforded to ECSD, its officers, employees, agents or volunteers.
- b. The successful Proposer's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by ECSD, its officers, employees, agents or volunteers shall be in excess of the successful Proposer's insurance and shall not contribute with it in any way.
- c. Failure to comply with reporting provisions of the policies shall not affect coverage provided to ECSD, its officers, employees, agents or volunteers.
- d. The insurance companies issuing the policy or policies shall have no recourse against ECSD for payment of any premiums, costs or assessments under any form of policy.
- e. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled or non-renewed by either the successful Proposer or by the insurer, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to ECSD.
- f. The successful Proposer's insurers shall have no right of recovery or subrogation against ECSD.

**18 License and Certification**

- 18.1 Proposer must be licensed or incorporated to do business in the State of Nevada, including having the appropriate city and/or county business licenses.
- 18.2 Proposer shall possess all applicable licenses and/or certifications to perform this type of service.

**19 Vested Interest**

- 19.1 Proposer chosen cannot receive any benefits (directly or indirectly) or be party to other agreements that may emanate from recommendations, contracting actions, and or activities related to this effort.
- 19.2 The only benefit Proposer may derive from this project is payment for the identified work and optional tasks contained herein, including identified deliverables in Proposer's initial RFP response and subsequent written additions to the agreement authorized by ECSD.

**20 Warranty**

- 20.1 Proposer warrants that the work shall be performed with the degree of skill, care, and judgment customarily accepted as sound quality practice and procedure.
- 20.2 Proposer further warrants that the work fulfills the requirements and intent of the entire contractual agreement inclusive of Proposer's RFP response.

- a. If work fails to meet the aforementioned criteria and/or is deemed to be inadequate in the judgment of ECSD, Proposer shall re-perform the work or portion of the work that is unsatisfactory.
- b. Proposer shall be liable for all costs and expenses incurred in the performance of corrective work and services, including travel, per diem, etc.

## **21 Assignment**

- 21.1 Any attempt by Proposer to assign or otherwise transfer any interest in this agreement without the prior written consent of ECSD shall be void.

## **22 Attorney's Fees**

- 22.1 The parties agree that in the event of a dispute, each party will bear its own costs of litigation and attorney's fees.

## **23 Compliance with Law**

- 23.1 Proposer shall comply with all applicable federal, state and local statutes, regulations, ordinances, or other legal requirements which apply.

## **24 Confidential Treatment of Information**

- 24.1 Proposer shall preserve any information obtained, assembled or prepared in connection with the performance of this agreement in strict confidence if deemed by law to be confidential.

## **25 Covenant**

- 25.1 Proposer covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement. Further, Proposer covenants to its knowledge and ability that in performance of said services no person having any such interest shall be employed.

## **26 Dispute Resolution**

- 26.1 Any controversy or claim arising out of or related to the agreement or the breach thereof shall be settled by arbitration unless ECSD, at its sole option, rejects arbitration by so notifying Proposer.
- 26.2 If ECSD rejects arbitration, Proposer shall have thirty (30) days from the date of receipt of rejection to send notice to commence litigation by the service of a summons and complaint upon the School District.
- 26.3 Failure to effect service upon ECSD within said time period shall act as a bar to litigation of the claim, which was the subject of the request for arbitration.
- 26.4 If the matter is arbitrated, ECSD shall designate whether the rules of the American Arbitration Association or the rules of the Nevada Arbitration Association shall apply. Nevada courts may enter judgment on such awards.
- 26.5 The parties agree that any arbitrator may not award attorney's fees in any case.

- 26.6 Unless specifically stated herein, if there exists any conflict or inconsistency between terms set forth in this proposal, the successful Proposer's response, and any agreement submitted by the successful Proposer, the language in this proposal shall take precedence.

## **27 Force Majeure**

- 27.1 Neither party shall be liable for failure or delay in performance under any agreement anticipated by this order in whole or in part to an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining governmental approvals, permits, licenses or allocations, and any other causes which are not within such party's reasonable control, whether or not the kind is specifically enumerated above. During any period of Proposer's inability to perform, ECSD may acquire from others said goods or services without incurring liability to Proposer.

## **28 Penalties**

- 28.1 In case of default by Proposer, ECSD may procure the services from other sources and may deduct from any unpaid balance due Proposer or collect against the bond, security, or surety for the amount of excess costs so paid.

## **29 Indemnity**

- 29.1 Proposer agrees to indemnify and hold harmless ECSD, its officers, employees, agents, and volunteers from and against all liability, claims, demands, and expenses including court costs and attorney's fees on account of any injury, loss, or damage which arises out of the work performed under this agreement if such injury, loss, or damage is due to the negligence of Proposer, any Sub-Proposer of Proposer, or any officer, employee, or agent of Proposer.
- 29.2 ECSD agrees to indemnify and hold Proposer, its officers, and its employees harmless from and against any and all liability, claims, demands, and expenses including court costs and attorney's fees on account of any injury, loss, or damage which arises out of the work performed under this agreement, if such injury, loss, or damage is due to the negligence of ECSD or any officer, employee, or agent of ECSD subject to the provisions of NRS Chapter 41, including, but not limited to NRS 41.035.
- 29.3 The obligation of this section shall not apply to damages for which ECSD is/shall become liable by final judgment to pay to a third party as the result of the negligence of ECSD. Nothing herein shall constitute a waiver by ECSD of any and all rights and privileges under any governmental immunity act or related statute.

## **30 Intellectual Property**

- 30.1 Any drawings, written reports or other works made by Proposer shall be considered works for hire and become the property of ECSD. Any such works shall not be stamped with the Proposer's proprietary markings.

## **31 No Third-Party Rights**

- 31.1 This agreement is made for the benefit of ECSD and Proposer, not for any outside party.

## **32 Non-Endorsement**

- 32.1 As a result of the selection of a Proposer to supply services, ECSD is neither endorsing nor suggesting that the Proposer's service is the best or only solution. Proposer agrees to make no reference to ECSD in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of ECSD.

## **33 Records**

- 33.1 Records shall be maintained as required by successful Proposer in compliance with applicable municipal, federal or state laws, ordinances, codes, and as prescribed by ECSD.
- 33.2 At any time during normal business hours when ECSD deems it necessary, all records shall be made available to ECSD at a location in Elko, Nevada for examination with respect to all matters covered by any subsequent agreement.
- 33.3 ECSD may audit, examine and/or take excerpts or transcripts from such records including, but not limited to, invoices, materials, payrolls, records of personnel, conditions of employment or any other data as may be pertinent to this RFP.

## **34 Severability**

- 34.1 If a competent court or arbitrator holds any of the terms, covenants, provisions and agreements contained herein invalid, illegal or unenforceable, this agreement shall be interpreted as if such invalid terms, covenants, provisions, or agreements were not contained herein and the remaining provisions shall be valid and enforceable.

## **35 Rejection of Proposals**

- 35.1 ECSD reserves the right to reject any and all proposals received, or any part thereof. Proposals may be rejected for any of, but not limited to, the following causes:
- a. Proposal lacks signature by an authorized representative of Proposer.
  - b. Evidence of collusion among Proposers exists.
  - c. Proposer fails to meet terms and conditions as specified in the RFP.
  - d. Evidence submitted by Proposer leads ECSD to believe that Proposer will be unable to carry out the obligations of the agreement and complete the work described.
  - e. References indicate concerns with the quality of Proposer's work.
  - f. ECSD investigation determines that Proposer is not qualified to meet the obligations of the agreement and complete work described.
  - g. Cost of services exceeds budgetary constraints.

## **36 References**

- 36.1 ECSD may investigate information supplied by Proposer to determine its accuracy.
- 36.2 Proposer supplying a reference or customer list gives ECSD permission to contact firms listed and understand that any information gathered may be used in evaluation of the proposal.

### **37 Proposal Negotiations**

- 37.1 ECSD may open negotiations with responsive Proposers after submission of proposals and prior to award.
- 37.2 At its sole discretion, ECSD reserves the right to award an agreement without negotiation based upon written proposals.
- 37.3 ECSD reserves the right to accept any proposal which it deems most favorable to the School District and to reject any or all proposals or any portion of any proposal submitted which is not in ECSD's best interest.

### **38 Contract Award Guidelines**

- 38.1 ECSD reserves the right to waive any minor informalities or irregularities in proposals and/or agreements in its best interest.
- 38.2 ECSD reserves the right to award an agreement on the basis of individual scope of work elements, groups of elements or all elements to a single Proposer. Taking into consideration the specified evaluation criteria, ECSD will select the Proposer whose proposal is most advantageous to the School District.
- 38.3 Contractual commitments are contingent upon the availability of funds as evidenced by ECSD's annual budget.
- 38.4 All agreements are subject to review by ECSD's Legal Counsel and approval of the Board of Trustees prior to execution.
- 38.5 Once awarded, this RFP will be the final expression of agreement (contract) between the parties and may not be altered, changed, or amended except by mutual written approval agreement.
- 38.6 Unless specifically stated herein, if there exists any conflict or inconsistency between terms set forth in this RFP document, the successful Proposer's proposal, and any agreement submitted by the successful Proposer, the language in this RFP document shall take precedence.
- 38.7 ECSD reserves the right to hold proposals for a period of ninety (90) days from date of opening before awarding or rejecting said proposals.
- 38.7 Pursuant to NRS 332.115, contracts for professional services are not subject to competitive solicitation.

### **39 Evaluation Criteria**

- 39.1 An evaluation will be made of the responses and determine the best proposal in accordance with the following evaluation criteria:
  - Proposer's experience and success in conducting similar work;
  - Technical approach and Proposer's grasp of project as shown by the depth, breadth, and clarity of proposal;
  - Adequacy of resources, including personnel, facilities, equipment, financial stability and other related factors;
  - Overall financial terms of the Proposal;
  - Management and Planning including quality of procedures and organizational structures proposed for completion of the work;
  - Timeliness of services; and
  - Other related factors.

Public Disclosure Form

Firm Name: \_\_\_\_\_

I hereby certify that I understand:

- Elko County School District (ECSD) employees shall not receive unlawful compensation, commission or personal profit in the course of performing District duties.
- ECSD positions may not be used for unlawful purposes or personal gain.
- I further certify that I have listed all personal relationships and financial interests between the company, company officers, and key employees with current and former ECSD, its Board and current and former ECSD authorizing officials.

Please complete form below. Additional sheets may be attached if necessary. Write in N/A if non-applicable.

Company and/or Employee	Position	Date of Hire	District Official or Trustee	Relationship or Interest

- I hereby acknowledge that failure to disclose all facts relative to a conflict or potential conflict of interest with regard to my contract/agreement with ECSD may result in termination of said contract/agreement.

Signature \_\_\_\_\_  
Authorized Firm Representative

Title \_\_\_\_\_

Date \_\_\_\_\_



**Exceptions to the Terms, Conditions and Specifications**

Firm Name: \_\_\_\_\_

Exceptions to the Terms, Conditions and Specifications of this RFP must be noted in the space provided. Failure to note said exceptions shall be interpreted to convey that Proposer shall propose to perform in the manner described and/or specified. If more space is required, please attach additional sheet(s) referencing RFP title and number. **This form must be signed whether or not there are exceptions noted.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Proposal Signature**

By signing the Proposal, I acknowledge the following:

- I am an authorized agent for Proposer.
- Proposer has read, understands and agrees to the terms and conditions in this RFP and accompanying documents.
- Proposer intends to supply the materials and/or services specified herein.
- Proposer shall provide, execute, and maintain insurance policies as specified herein.
- Proposer shall comply with all federal, state, city, local, other regulations and requirements. Proposer shall specifically note Proposer’s firm and all firm employees who will engage in the work of this proposal are not currently debarred, suspended, as noted within the provisions of section 12.

Signature \_\_\_\_\_  
Authorized Firm Representative

Title \_\_\_\_\_

Date \_\_\_\_\_

Reference Form

Firm Name: \_\_\_\_\_

Company Name:	
Contact Person:	
Address:	
Phone:	
E-mail address:	
Description of services provided:	

Company Name:	
Contact Person:	
Address:	
Phone:	
E-mail address:	
Description of services provided:	

Company Name:	
Contact Person:	
Address:	
Phone:	
E-mail address:	
Description of services provided:	

Company Name:	
Contact Person:	
Address:	
Phone:	
E-mail address:	
Description of services provided:	

At-risk