Request for Proposals and Qualifications
For Contractor Licensing Examination Provider
Nevada State Contractors Board
RFP 001-21

The Nevada State Contractors Board is accepting proposals from qualified firms to develop and administer contractor license examinations for the Nevada State Contractors Board. Proposals shall be delivered to Margi Grein, Executive Officer, Nevada State Contractors Board, 2310 Corporate Circle, Ste 200, Henderson, NV 89074 no later than April 9, 2021

1. INTRODUCTION:

This document constitutes a solicitation for requests for proposals to develop and administer contractor’s license examinations for the Nevada State Contractors Board, hereinafter referred to as “Board”. Vendor must develop and administer a Nevada Specific business and law examination and examinations in 76 trade categories. Additional examinations may be required and must be developed at the request of the Board.

2. GENERAL REQUIREMENTS

The vendor shall have experience in administering computerized examinations; developing and analyzing test questions; working with governmental entities; and complying with statutes, rules and recognized industry standards as appropriate.

- Vendor must not outsource any portion of the test development or test administration.
- Test centers and test delivery systems must be owned and operated by the vendor and exam proctors must be direct employees of the vendor.
- Practice exams are not encouraged and may only be offered based on written approval and authorization by the Board. If authorized, practice exams cannot contain any active exam content.
- Vendor must be a NASCLA accredited exam provider, developer, and administrator. Proof of same must be provided with the bid proposal.
- Vendor must possess ARELLO exam accreditation throughout term of contract.
- Vendor must provide a list of current and former clients for the 5-year period preceding submittal of a proposal.
- Vendor must provide at least five references from current or prior clients.
- Vendor must agree to the terms and conditions set forth in the standard State of Nevada Contract for Services of Independent Contractor and comply with applicable insurance requirements.

3. SCOPE OF WORK

3.1 The vendor shall establish and maintain all materials, equipment, personnel and facilities necessary to perform the services specified by this RFP.

- Vendor shall provide test sites in the Las Vegas, Reno and Elko areas. At any time during the duration of the contract, the State Contractors Board may require the establishment of additional test sites in Nevada depending upon the level of demand for exam services.
- Vendor shall provide additional test sites throughout the Unites States and provide a list of available test sites.
• At a minimum, the Las Vegas area site must offer examinations six (6) days per week, the Reno area site must offer examinations four (4) days per week, and the Elko area site must offer examinations based on need.
• All examination centers must be equipped to provide access in accordance with the Americans for Disabilities Act (ADA). Vendor must have a program in place to accommodate candidates with disabilities or those who would otherwise have difficulty taking the exam.
• Vendor must write and publish the Construction Business and Law Reference Manual for the State of Nevada. The Board will review and approve the content of the manual prior to publication. Outsourcing any part of the writing or publishing of the manual is strictly prohibited without prior written authorization from the Nevada State Contractors Board.

3.2 The vendor shall develop procedures covering all phases of the exam registration process, including, but not limited to, collecting fees, scheduling examinations, identifying applicants, administering examinations and scoring examination responses.
• Call center support for candidates must be located in the US.
• Vendor shall schedule an examination as soon as possible, but not more than five (5) business days of an applicant’s request.
• Vendor shall neither request nor accept an applicant’s social security number.
• Vendor must use the candidate identification (ID) number provided by the Board when scheduling and reporting candidate examination results.
• Vendor must accept candidate eligibility information from the Board through the use of an electronic file transfer in a format specified by the Board.
• Examination results must be provided to the Board daily through the use of an electronic file transfer in a format specified by the Board.
• Vendor must provide candidates with a toll-free telephone number.
• Vendor must establish a procedure to review and respond to candidate’s questions and complaints regarding examinations and examination procedures.
• Vendor must provide examination registration by telephone, facsimile, mail and online.
• Vendor must provide telephone support to candidates 7 days per week. Vendor must provide a proposed schedule at time of bid.
• Vendor must provide candidates with a score report and strength and weakness report at the conclusion of the exam.
• Vendor must retain examination development and validation files for a period not less than three (3) calendar years from the end of the calendar year in which the test and/or test question is no longer used.

3.3 The vendor shall establish examinations and examination requirements to ensure the integrity of the examination process.
• Exams shall consist of computer-generated multiple-choice questions selected randomly from a question bank.
• No question shall be asked more than once on an examination.
• Applicants may not be administered the same examination more than once.
• Examinations shall not be easier or more difficult than any other because of the random question selection.
• Vendor shall develop and implement new questions or new examinations upon request of the Board.
• Vendor shall conduct pretesting of all newly developed questions.
• Examination questions shall be based on the scope of work permitted by Nevada Revised Statutes, Nevada Administrative Code and current code editions.
• The time required to take the examination shall be no more than three (3) hours for the Construction Business and Law exam and no more than four (4) hours for a trade exam.
• Vendor shall determine the passing score based on psychometric principals as outlined in the standards for psychological and educational testing.
• Vendor shall take all necessary measures to ensure the security of the examination content and the examination test sites. A written security policy must be provided.
• Vendor shall complete an annual review of exams and source materials and provide recommendations for updates and revisions.
3.4 The vendor shall use a computer hardware and software delivery system that includes, but is not limited to the following.

- Ability to track examination times (start, stop, total time, etc).
- Allows applicants the opportunity to review the examination before, during and after test completion and/or change an answer(s) at any time provided such activities are completed during the allotted time for the exam.
- Permits applicants to work at their own pace within the maximum allotted time frame.
- Restricts access to any other applicant’s test, files, reports, scores, or other confidential documents or test related information.
- Retains access to current test responses and other related information should the system fail.
- Performs continuous statistical analysis and assesses the performance of questions and examination by license classification.
- Allows for the approved modification of examinations.
- Permits the Board to access the vendor’s database of exam records on a real-time basis through a secure website (online) inquiry as well as a secure transport methodology. The inquiry should provide the ability to obtain exam records of one or more applicants.
- Examination records shall include at least the following: date, location, exam type, results and applicant record (including photo).
- Immediately upon completion of an exam, the vendor shall provide each applicant with a computer-generated report that includes a picture of the applicant taken by the vendor, a test score, an indication of pass/fail, a strengths and weaknesses report and instructions for re-examination, if necessary. This report may be expanded to contain additional information upon request of the Board.
- Vendor shall have procedures to deal informally and formally with appeals.
- Vendor shall provide and pay for expert testimony at any court, or other administrative or legal proceeding in the event of litigation.

3.5 The vendor shall provide the Board with secure delivery of all data and reports required by this contract.

- Vendor shall provide the Board with quantitative and statistical data at least monthly. The data must be received by the 5th business day following the end of the month and contain the total number of examinations administered and the number who passed each exam classification; total number of times each exam questions was asked and the distribution of responses and any other information the Board deems necessary.

3.6 The Board will identify a Board representative or representatives who will be the primary contact (and recipient of all correspondence, reports or other deliverables. The Board reserves the right to name additional personnel as necessary to perform contract administration or other duties related to this contract.

3.7 Vendor will provide all proposed examination content outlines to NSCB for approval.

3.8 The Board will provide a list of subject matter experts (SME’s) to the vendor upon request. Vendor will be responsible for arranging SME’s attendance at exam review meetings. Any SME’s chosen by the vendor without recommendation by the Board must be approved by the Board.

4. REQUIRED INSURANCE

Required insurances are outlined in the attached Insurance Schedule.

5. PROPOSAL FORMAT AND CONTENT

In submitting a proposal, each proposer acknowledges that the NSCB shall not be liable to any person for any costs incurred therewith or in connection with costs incurred by any proposer in anticipation of NSCB action approving or disapproving any proposed agreement. The NSCB may accept or reject any proposal or proposed agreement without limitation. Nothing in the Request for Proposal or in subsequent negotiations creates any vested rights in any person. Proposals which do not address any items listed in this section will be considered incomplete and will be deemed non-responsive by the NSCB.

A. Letter of Transmittal
B. Narrative
1. Vendor shall provide a detailed explanation of how each item outlined in the scope of work shall be accomplished.

2. Brief resumes of the “Principal-in-Charge” and the key technical personnel to be assigned to this project. Discuss the experience of these persons and relate that experience to this project. Include what portion of this contract would be assigned to each person. (Maximum 3 pages)

3. The Board expects this to be a no cost contract with costs to be covered by candidate fees paid to the vendor. Provide a schedule of the costs to be paid by the candidate for each license examination.

4. Provide the cost to be paid by each candidate for purchase of the Nevada Construction Business and Law Manual.

5. Provide a project plan and timeline for examination development.

6. Provide a summary of measures and methods used to ensure security of examination content.

C. Company Background and References

1. Company ownership (sole proprietor, partnership, etc). Incorporated companies must identify the state in which the company is incorporated. Incorporated companies must register with the State of Nevada, Secretary of State’s office as a domestic or foreign corporation and possess a valid Nevada Business ID before a contract can be executed.

2. Location(s) of the company offices, and location of the office that will provide the services described in this RFP.

3. Vendor must provide the number of current or anticipated direct employees within the State of Nevada.

4. Vendor must provide a list of states in which they currently provide exam services related to construction.

5. Company background and length of time vendor has been in business.

6. Vendor must provide the name and contact information for all current and former clients for the past five (5) year period, and at least five written references from current or prior clients.

Proposals shall be delivered in a sealed manner and clearly marked on the outside of the envelope:

Margi Grein, Executive Officer
Nevada State Contractors Board
RFP 001-21
2310 Corporate Circle, suite 200
Henderson, NV 89074

Inquiries regarding the RFP shall be directed to Margi Grein, Executive Officer, at: RFP001-21@nscb.state.nv.us
INDEMNIFICATION CLAUSE:

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

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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

1. Commercial General Liability – Occurrence Form
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
2. **Automobile Liability - can be waived if contract does not involves use of motor vehicle.**

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

   - **Combined Single Limit (CSL) $1,000,000**

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

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

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

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

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

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

   - **Each Claim $1,000,000**
   - **Annual Aggregate $2,000,000**

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

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

   1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
   2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(State of Nevada Department Representative's Name & Address)**.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an “A.M. Best” rating of not less than A- VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to (State Department Representative's Name and Address). The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**

F. **SUBCONTRACTORS:** Contractors’ certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General’s Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.