



Division of State Parks

General #00-16	Independent Contractor and Construction Contracts	Rev. 9/2012	Page 1 of 4
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REFERENCES: NRS 41.0307, NRS 332.045 thru 117, NRS 333.165, .180, .190, .250 thru .350, SAM 300 thru 344.0, and NAC 333.100 thru 333.150.

PURPOSE: The division will enter into a contract when services are provided by a company or organization.

ORGANIZATION: This policy provides the criteria and guidelines for writing and processing "Independent Contractor" contracts, amendments and construction contracts.

DEFINITION: Per Nevada Revised Statutes (NRS) 284.173(2): "An Independent Contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished."

PRIOR POLICY: This policy supersedes the prior policy dated 6/30/08.

PROCEDURES:

- I. All contracts should be sent to the agency contract manager.
- II. Contracts from zero to \$1,999 require approval of the agency head. Contracts for similar services provided by the same contractor within the same fiscal year and within the same region, which if combined exceed \$2,000; will require further approval. Contracts from \$2,000 to \$9,999 must be signed and approved by the Clerk of the Board. Contracts \$10,000 and up will require approval from the Board of Examiners (BOE). Contracts \$25,000 and up must be coordinated through the agency contract manager. Contracts \$100,000. and over must be processed through State Purchasing, unless they delegate it back to the agency. State Administrative Manual (SAM) 0330.0 outlines what types of services require a contract.
- II. Solicitation requirements in SAM 0338.0 will be followed for all independent contractor contracts.
 - A. Services under \$2,000 do not require bids. The agency shall solicit and review at least three (3) bids or proposals for each contract between \$2,000 and \$24,999. *Bids should be solicited via e-mail, fax, or by letter. Contracts over \$24,999 require the formal RFP solicitation process for bids; this includes obtaining a list of potential bidders from State Purchasing's database.*
 - B. Contracts will be re-solicited at least every four years. A sole source contract, a contract specifically authorized by legislative act or a contract contingent upon prior approval by a federal agency, shall be solicited at least every four years in the absence of any longer or shorter authorized period under state or federal law.
 - C. A "solicitation waiver" (Attachment B) means the administrator of the Purchasing Division can waive the solicitation requirements in instances where contracts by their nature are not compatible with competitive solicitation; such contracts may be sole or single source, or professional service not adaptable to competitive solicitation. The explanation for a solicitation waiver must be included on the contract cover memo and on the Contract

General #00-16	Independent Contractor and Construction Contracts	Rev. 9/2012	Page 2 of 4
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Summary form, section II, subsection 9.a and b. The contract manager can either fax or mail the waiver form to State Purchasing for authorization and must be included the contract packet.

- D. If only one qualified bidder responds to a published Request for Proposal (RFP), you do not need a solicitation waiver authorization. State only one bid responded on the contract cover memo and on the Contract Summary form, section II, subsection 9.c.

- III. All current BOE contracts will be prepared on the contract forms provided by the agency contract manager via disk or e-mail or from State Park's website.

The Contract Summary form (Attachment C) provides the BOE with an accurate description of the contract document. This is the only form the BOE will review. It must be complete and accurate. Completion of the Contract Summary form is outlined in SAM 0344.0, sections I, II and III and in the Contract Checklist (ADM-36, Attachment A). *The Contract Summary will be signed by the agency contract manager, as well as the administrator or designee.*

- IV. All contracts must include on the signature page a signature and date line for the Independent Contractor (Attachment D), the deputy administrator (for field contracts) or the chief of planning and development for a planning and development contract, the person initiating the contract (park supervisor, regional manager, facility supervisor), the ASO and the deputy attorney general. Depending on the amount of the contract, the signature line for the Board of Examiners must be present. If funded with Environment Improvement Program (EIP) funds add State Land's signature line. If the Department of Conservation and Natural Resources (DCNR) Directors Office funds are used include an additional signature line. Be sure to provide four (4) originals of the page the contractor initials and the signature page with your contract packet or provide five if additional signatures are required. Guidelines for completing a contract form are found in the Contract Checklist (ADM-36).

- V. The contract should not have a start date prior to the next BOE meeting. To prevent retroactive dating, under "effective date," enter "Upon BOE approval." Exception: Emergency contracts will show the effective date as the first day service is provided.

- VI. The BOE contract package submitted to the division office will include:
 - A. The completed Nevada Division of State Parks Checklist for Contracts.
 - B. A cover memo outlining the contract and any variances from normal contracts (i.e. emergency, retroactive, solicitation waiver, etc.). The memo should be addressed to and routed to all persons on the contract signature page.
 - C. The signed/approved Solicitation Waiver form and/or the signed.
 - D. Approved memo to use 4604/4605 funds (ADM-46).
 - E. The Contract Summary form.
 - F. The contract with appropriate signatures already received, (i.e., the independent contractor and the initiating person and/or regional manager).
 - G. Next will follow the attachments, which will include the scope of work/solicitation request, the insurance schedule (see Rule II), contractor responses, insurance certificates and endorsement.

- VII. All applicable contract packages will be sent to the division office at least two weeks prior to the BOE deadline. This will ensure time to acquire all signatures and to forward the contract to the budget office, before the deadline. The agency contract manager will ensure the packet is complete and accurate prior to submission to the budget office.

General #00-16	Independent Contractor and Construction Contracts	Rev. 9/2012	Page 3 of 4
-------------------	--	----------------	----------------

- VIII. Contract amendments (Attachment I) must be completed on the correct form. Amendments include extensions of time, additional money and/or any substantial change to the scope of work, which would affect the anticipated results of the contract. Amendments will also require re-approval of the Solicitation Waiver (if applicable) and BOE review and approval, based on the amount of the amendment plus the original contract. The clerk of the BOE can approve time extensions and amendments that increase the contract, but still leave the total amount less than \$10,000. Amendments increasing the total amount of the contract above \$10,000 require BOE approval. A copy of the original contract and its contract summary form must be included the contract amendment package.

- IX. Construction contracts will be completed, monitored and administered by the Planning and Development section. Construction contracts will be completed for any construction or major repairs, which include, without limitation, anticipatory repairs such as remodeling or maintenance of state buildings, including its leaseholds, if the contracting process was controlled by the rules of open competitive bidding. (SAM 0338.0 and 1908.0)
 - A. Construction contracts do not have to be approved by the BOE.
 - B. Signed construction contracts will be distributed to the contractor, planning & development (file copy), accounting, Legislative Counsel Bureau's Fiscal Analyst and where applicable DCNR Fiscal.
 - C. Contract Change Orders follow the same distribution note above in B.

- X. When contracting with a state employee, the division must adhere to the conditions in SAM 0320.0, section 5, subsection A-I.

- XI. If the contractor has never done business with the state they will need to complete the vendor Registration Substitute IRS Form W-9 form (Attachment H) and submit it to the State Controller's office in order to receive payments. *They must provide information for direct deposit (the only means of receiving payment).* It is recommended you give this to the contractor when obtaining their contract signature. *If the contractor has had a contract in the past, they will be required to update their W-9 form to include direct deposit information, if applicable.*

- XII. Insurance coverage for the entire term of the contract will be monitored by the agency contract manager. Updated insurance certificates will be obtained, attached to the contract and insurance information updated in Purchasing's contract database.

- XIII. Upon fully executed contract it is the responsibility of the Project Manager to verify the contractor is performing according to the contract.

- XIV. All contract invoices are routed through the Project Manager for approval prior to processing for payment.

RULES:

- 1. A copy of the approved ADM-46 to use budget account 4604/4605 funds will be included in the contract packet. The approval request must be equal to or exceed the amount on the contract.

- 2. All current contract forms can be found on State Parks website. To access the online forms, go to our home page at <http://parks.nv.gov/>. Click on "forms" on the bottom right.

3. Insurance Requirements – Use either Attachment CC1 (with automobile insurance, Attachment E) or Attachment CC2 (without automobile insurance, Attachment F) insurance schedules, which has the standard required insurance amounts. The amounts are subject to change if approved by Risk Management. Please contact Risk Management or the agency contract manager for usual services which might require additional or less insurance coverage. If a “sole proprietor” (a self-employed owner of an unincorporated business) waives workers compensation, an Affidavit of Rejection of Coverage form (Attachment G) will be attached in the contract package in place of the insurance certificate.

4. The agency contract manager must log the progress of the contract’s approval in the Contract Log book located next to the contract files at the front desk. A copy of the contract will be kept on file next to the Contract Log book when a contract is out of the office (i.e. AG office, BOE office) for approval.

5. Travel expenses, per diem and other expenses may be paid to an independent contractor if provided for in the contract and must conform to the procedures and rates allowed for State officers and employees. Travel expenses must be itemized separately in the contract and on the contractor’s invoices. These travel expenses will be verified to ensure they comply with current state rates.

Original signed by:	
SIGNED	11/2/12
_____ David K. Morrow, Administrator	_____ Effective Date

Original signed by:	
SIGNED	11/6/12
_____ Leo M. Drozdoff, Director	_____ Date

Copy to Regions: _____ 11/6/12 _____

Review Date: _____

NEVADA DIVISION OF STATE PARKS CHECKLIST FOR CONTRACTS

Follow guidelines in S.A.M. 0300, Coop. Agreements, Interlocal & Independent Contracts

*This is a checklist to correctly complete a contract packet. For questions, contact the Certified Agency Contract Manager at division. For any contract over the amount of \$24,999 per fiscal year, the Contract Manager **must** be included in the entire contract process.*

Contract Name: _____

COVER MEMO	YES	NO	N/A
To: Regional Manager, Administrative Services Officer, Deputy Administrator, Chief of Planning & Development (where applicable), Deputy Attorney General, Budget Analyst (where applicable).			
State the reason for the contract, summarize the work that will be done, list bids (lowest to highest) and bid totals . Justification needs to be made if three bids are not received. Provide a logical comparison of bids so it is clear who the low bidder is. (Use a table format, if necessary.)			
If Emergency Contract : Add justification to the cover memo and give a call to the division office for a heads-up. Emergency means – to preserve life or property.			

4604/4605 –FUND REQUEST MEMO (ADM-46)	YES	NO	N/A
If the contractor is being paid with funds from budget account 4604/4605 “ADM 46” funds, prior approval must be made according to policies #10-3, #10-8 and #10-10. A copy of the approved memo must be included in the contract packet.			

SOLICITATION WAIVER REQUEST FORM (S.A.M. 0338.0, Bidding Requests)	YES	NO	N/A
<i>This form must be approved prior to initiating the contract.</i>			
<i>If you claim a sole or single source for the services, you must submit for approval a Solicitation Waiver Request form to the Contract Manager for authorization from state purchasing. This is for all contracts regardless of the amount. To access the online form, go to State Parks home page. Click on “forms” on the bottom right. You do not need this request if only one person/company responds to your bid request.</i>			

CONTRACT SUMMARY (S.A.M. 0344.0)	YES	NO	N/A
This document must be able to stand alone as the Board of Examiners (B.O.E.) primarily reads this to approve contracts. To access the online forms, go to http://parks.nv.gov/ . Click on “forms” on the bottom right. This must be submitted with the Coop. Agreements and Interlocal Contracts also.			
<u>Description of Contract</u> #1 Agency Name is “State Parks.” Agency Code is “704.” Appropriation Unit is the budget account and category numbers for all funding sources (ie.4162/04) Is budget authority available? - this means are the funds for this contract in your budget or appropriated? Vendor number – if not already set up, they must complete the “Vendor Registration” form and your regional accounting assistant can assist with this. <i>State of Nevada Business License number.</i> State all Fiscal Years this contract will cover. Funding Sources- do not use category numbers or G/L numbers; for 4604/4605 check “Fee” and enter “Utility Surcharge” or “Fee Overage.”			
#2 Contract Start Date - either check “Yes” for B.O.E. approval or enter the date the contract will be effective. Make sure these dates agree with the contract date.			
#3 Date of contract terminates and length of contract’s term.			
#4 Type of Contract – State the type of contract.			
#4 Contract Description – i.e. electrical service, floor installation, painting, etc.			
#5 Purpose of Contract - summarize the work to be accomplished and at what location.			
#6 Must give the maximum estimated amount of the contract.			
<u>Justification</u> #7 Explain conditions that require work to be done?			

#8 Explain why State employees are not able to do this work.			
#9 Check both answers as "Yes." If an amendment, check "No." Answer questions appropriately. #9b Solicitation Waiver Request form approval number. #9c Explain why this contractor was chosen over the other(s). #9d Fill in with dates or "N/A."			
#10 If "yes" the contract needs DoIT approval.			
<u>Other Information</u> #11a, b, c If "yes" checked - further information is needed.			
#12 If "yes" is checked - further information needed. Ask the contractor if they have done any work for the State before and when or ask the Agency			
#13 Ask contractor if in litigation with the State of Nevada, if so list details.			
#14 Leave blank.			
#15 Should be yes, unless they have another name (Doing Business As) DBA			
#16 If no is checked, it must be obtained prior to submitting to contract manager.			
#17 Completed by Contract Manager. #18 Name of Agency Field Contract Monitor (This person sees the work or service that is done.) #19 Completed by Contract Manager.			
<u>No markers</u> of any kind can be used on the Contract Summary and never refer to an attachment in the answers.			

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR	YES	NO	N/A
<u>Title</u> Fill in the name, address, phone and fax number of the park, region or division. Fill in the name, address phone, and fax number of the Independent Contractor			
#3 <u>Contract Term</u> (S.A.M 0340.0, Effective Dates) Either B.O.E. approval to termination date or enter the start date to termination date – this must agree with #2 in the contract summary			
#5 <u>Incorporated Documents</u> Change the attachments to agree with what is in the contract packet (i.e. Attachment DD: Insurance Certificates). Contracts should have a State Solicitation or Scope of Work, Contractor's Response and General Liability and Worker's Comp. Insurance Certificate with the insured endorsement.			
#6 <u>Consideration</u> The entered information should agree with #6a or b on the contract summary.			
#15 <u>Independent Contractor</u> The Independent Contractor must initial each question (not "X" or "√"). Questions #6 and #7 should never be "YES." Four original page number four's must be inserted and all copies must have original initials.			
<u>Insurance Schedule</u> Commercial General Liability Insurance NOTE: You will choose either Attachment CC1 (with auto ins.) or Attachment CC2 (without auto ins.) for the contractor insurance requirements. The insurance amounts are at the recommended level, but with prior approval from Risk Mgmt. or research from the Agency Contract Manager, they can be adjusted.			
#13 <u>Required Signatures</u> Signatures of Contractor representative(s), Park Supervisor/Maintenance Supervisor, Regional Manager, Administrative Services Officer, Deputy Administrator, and the Deputy Attorney General are all required.			

CONTRACT PACKET- Order of Paperwork:	YES	NO	N/A
1. Division Checklist (ADM-36) - Will be completely with name of contract, checked off and signed. Note: following this checklist can eliminate common errors that will cause a contract/agreement to be rejected or delayed. 2. Cover Memo – Use letterhead. 3. BA 4604/4605 Fund memo – a copy of the approved memo 4. Solicitation Waiver Request form, if applicable. 5. Contract Summary – Proofread, as this is the only portion of the contract the B.O.E. reviews for			

approval. 6. Contract – Must have four original pages of page #4 and four original pages of the signature page. 7. State solicitation or scope of work. 8. Three bids or a list of vendors contacted in an attempt to get the three bids. 9. Insurance Certificates - Make sure the proper <u>endorsement</u> page is included with the certificate. Attach Affidavit of Rejection of Coverage, if applicable.			
CONTRACT AMENDMENTS (S.A.M. 0336.0)	YES	NO	N/A
Amendments use the same checklist, except there are three original signed copies of the amendment page and one copy of the original contract attached. The contract summary and amendment must agree in the areas of the contract terms and amount . In the contract summary #4 will be "Contract Amendment" and #6a is "N/A".			

Regional Manager – Signature

Date

Regional/Park Contract Monitor – Signature

Date



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

Purchasing Use Only: # _____

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:
b. Vendor contact information:
c. Type of waiver requested: Sole or single source Professional Service Exemption
2. Description of work/services to be performed or commodity/good to be purchased:
3. Describe the unique qualification required for the service or good to be purchased:
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:
6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?
8. What is the estimated value and length of the contract, amendment or request?
 - a. New contract Y N
 - b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

_____ hereby requests approval for _____

Requesting agency Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X	
Agency Representative Initiating Request	Date
X	
Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X	
Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Approving Authority:

X	
Administrator, Purchasing Division	Date

CONTRACT SUMMARY

(This form must accompany all contract submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: _____ Legal Entity Name: _____
Agency Name: _____ Contractor Name: _____
Agency Code: _____ Address: _____
Appropriation Unit: _____ City/State/Zip: _____
Is budget authority available? Yes No Contact/Phone: _____
If "No" please explain: _____ Vendor No: _____
_____ NV Business ID: _____

To what State Fiscal Year(s) will the contract be charged? _____
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input type="checkbox"/>	General Funds	_____ %	<input type="checkbox"/>	Fees	_____ %
<input type="checkbox"/>	Federal Funds	_____ %	<input type="checkbox"/>	Bonds	_____ %
<input type="checkbox"/>	Highway Funds	_____ %	<input type="checkbox"/>	Other funding:	_____ %

2. Contract start date:
a. Effective upon Board of Examiner's approval? or b. other effective date _____
Anticipated BOE meeting date _____
Retroactive? Yes No
If "Yes," please explain: _____

3. Termination date: _____ (original contract)
Contract term: _____ (indicate in years the length of the contract and any potential renewals)

4. Type of contract: _____
Contract Description (limited to 3 to 4 key words): _____

5. Purpose of contract (Describe work to be accomplished): _____

6. NEW CONTRACT:
The maximum amount of the contract for the term of the contract is: _____

II. JUSTIFICATION

7. What conditions require that this work be done?

8. Explain why State employees in your agency or other State agencies are not able to do this work:

9. Were quotes or proposals solicited? Yes No
Was the solicitation (RFP) done by the Purchasing Division? Yes No If both are No, see 9b.
a. If yes, list the names of vendors that submitted proposals.

b. Solicitation Waiver: _____

c. Why was this contractor chosen in preference to others?

d. Last bid date: _____ Anticipated re-bid date: _____

10. Does the contract contain any IT components? Yes No

III. OTHER INFORMATION:

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

Yes No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

Yes No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

Yes No If "Yes," please explain:

12. Has the contractor ever been engaged under contract by any State agency?

Yes No If "Yes," specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

13. Is the contractor currently involved in litigation with the State of Nevada?

Yes No If "Yes," please provide details of the litigation and facts supporting approval of the contract:

14. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

15. Is the Contractor Name the same as the Legal Entity Name?

Yes No

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes No

b. If "No," is an explanation on file with the Nevada Secretary of State's Office?

Yes No If "No" to a. AND b., please explain why the contractor does not have an SBL or is exempt:

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes No b. If "No," please explain:

18. Agency Field Contract Monitor: _____

19. Contract Status: _____

Contact Approvals:

Contract Manager (Print Name)

Signature

Signature Date

Agency Head (Print Name)

Signature

Signature Date

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada Acting By and Through Its

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF CONTRACTING AGENCY)

and

(NAME, CONTACT PERSON, ADDRESS, PHONE, FACSIMILE NUMBER OF INDEPENDENT CONTRACTOR)

WHEREAS, NRS 333.700 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year. "Current State Employee" means a person who is an employee of an agency of the State. "Former State Employee" means a person who was an employee of any agency of the State at any time within the preceding 24 months.

3. CONTRACT TERM. This Contract shall be effective from _____ subject to Board of Examiners' approval (anticipated to be) to _____, unless sooner terminated by either party as specified in paragraph ten (10).

4. NOTICE. Unless otherwise specified, termination shall not be effective until _____ calendar days after a party has served written notice of termination for default, or notice of termination without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

5. INCORPORATED DOCUMENTS. The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: STATE SOLICITATION OR RFP # _____ and AMENDMENT(S) # _____;

ATTACHMENT BB: INSURANCE SCHEDULE: And

ATTACHMENT CC: CONTRACTOR'S RESPONSE

A Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost of \$ _____ per _____ (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: _____, not to exceed \$ _____. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. BILLING SUBMISSION: TIMELINESS. The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.

b. State Termination for Non-appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within fifteen (15) calendar days of

receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph twenty-one (21).

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include, without limitation, one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that the Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

12. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. INDEMNIFICATION. To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

Contractor's Initials

YES NO

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| 1. Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work? | _____ | _____ |
| 2. Will the Contracting Agency be providing training to the independent contractor? | _____ | _____ |
| 3. Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses? | _____ | _____ |
| 4. Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada? | _____ | _____ |
| 5. Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)? | _____ | _____ |
| 6. Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform? | _____ | _____ |
| 7. Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State? | _____ | _____ |

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in Attachment BB, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in Attachment BB, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

1. Final acceptance by the State of the completion of this Contract; or
2. Such time as the insurance is no longer required by the State under the terms of this Contract;

Whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

General Requirements:

- a. **Additional Insured:** By endorsement to Contractor's general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307, for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

Contractor's Initials

YES NO

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Contractor's Initials

YES NO

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Contractor's Initials

YES NO

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- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

- d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- e. Policy Cancellation: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract:
- f. Approved Insurer: Each insurance policy shall be:
 - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - 2) Currently rated by A.M. Best as “A-VII” or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized insurer to bind coverage on its behalf. The state project/contract number; description and contract effective dates shall be noted on the certificate, and upon renewal of the policies listed Contractor shall furnish the State with replacement certificates as described within Insurance Coverage, section noted above.

Mail all required insurance documents to the State Contracting Agency identified on page one of the contract.

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85) , signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, subsection a above.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor’s full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the State.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

- a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
- b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. NOTIFICATION OF UTILIZATION OF CURRENT OR FORMER STATE EMPLOYEES. Contractor has disclosed to the State all persons that the Contractor will utilize to perform services under this Contract who are Current State Employees or Former State Employees. Contractor will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this contract without first notifying the Contracting Agency of the identity of such persons and the services that each such person will perform, and receiving from the Contracting Agency approval for the use of such persons.

29. ASSIGNMENT OF ANTITRUST CLAIMS. Contractor irrevocably assigns to the State any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state of Nevada or federal antitrust laws in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim for relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's obligations under this Contract to irrevocably assign to the State, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state of Nevada or federal antitrust laws in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.

30. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

31. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

ATTACHMENT CC
INSURANCE SCHEDULE
(with automobile liability)

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**

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.

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.

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

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

ATTACHMENT CC
INSURANCE SCHEDULE
(without automobile liability)

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. **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.

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)** and shall be sent by certified mail, return receipt requested.

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.

STATE OF NEVADA

VENDOR REGISTRATION



Mail or fax to:
STATE CONTROLLER'S OFFICE
 555 E WASHINGTON AVE STE 4300
 LAS VEGAS NV 89101-1071
 PHONE: 702/486-3810 or 702/486-3856
 FAX: 702/486-3813

All sections are mandatory and require completion. IRS Form W-9 will not be accepted in lieu of this form.

1. NAME For proprietorship, provide proprietor's name in first box and DBA in second box.

Legal Business Name, Proprietor's Name or Individual's Name	Doing Business As (DBA)
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2. ADDRESS/CONTACT INFORMATION

Address A - Physical address of <input type="checkbox"/> Company Headquarters <input type="checkbox"/> Individual's Residence Is this a US Post Office deliverable address? <input type="checkbox"/> Yes <input type="checkbox"/> No			Address B <input type="checkbox"/> Additional Remittance - PO Box, Lockbox or another physical location.		
Address			Address		
Address			Address		
City	State	Zip Code	City	State	Zip Code
E-mail Address			E-mail Address		
Phone Number	Fax Number		Phone Number	Fax Number	
Primary Contact			Primary Contact		

3. ORGANIZATION TYPE AND TAX IDENTIFICATION NUMBER (TIN) Check only one organization type and supply the applicable Social Security Number (SSN) or Employee Identification Number (EIN). For proprietorship, provide SSN or EIN, not both.

<input type="checkbox"/> Individual (SSN) <input type="checkbox"/> Sole Proprietorship (SSN or EIN) <input type="checkbox"/> Partnership (EIN) <input type="checkbox"/> Corporation (EIN) <input type="checkbox"/> Government (EIN) <input type="checkbox"/> Tax Exempt/Nonprofit (EIN) <input type="checkbox"/> Trust/estate (SSN or EIN)	<input type="checkbox"/> LLC tax classification: <input type="checkbox"/> Disregarded Entity <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	SSN Name associated with SSN: EIN New TIN? <input type="checkbox"/> No <input type="checkbox"/> Yes - Provide previous TIN & effective date. Previous TIN: _____ Date: _____
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OTHER INFORMATION Check all that apply.

<input type="checkbox"/> Doctor or Medical Facility	<input type="checkbox"/> In-State (Nevada)	<input type="checkbox"/> Nevada Business License Number:
<input type="checkbox"/> Attorney or Legal Facility	<input type="checkbox"/> DBE Certificate #:	

4. ELECTRONIC FUNDS TRANSFER Per NRS 227, payment to all payees of the State of Nevada will be electronic.

Complete the following information **AND** provide a copy of a voided imprinted check for the account. If there are no checks for the account, restate the bank information on company letterhead. Individuals may provide a signed letter. A deposit slip will not be accepted. For a savings account, provide a signed letter with the bank information. Information on this form and the support documentation **must match**. Allow 10 working days for activation.

The information is for address <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> Both		
Bank Name	Bank Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings	Provide an e-mail address for receiving Direct Deposit Remittance Advices.
Transit Routing Number	Bank Account Number	

Do not have a bank account.

5. IRS FORM W-9 CERTIFICATION AND SIGNATURE

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (as defined by IRS Form W-9 rev January 2011).

Cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature	Print Name & Title of Person Signing Form	Date
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FOR STATE CONTROLLER'S OFFICE USE ONLY		Name of State agency contact & phone number: Comments
Primary 1099 Vendor <input type="checkbox"/>	1099 Indicator <input type="checkbox"/> Yes <input type="checkbox"/> No	
Entered By	Date	

Registration Instructions

General Instructions:

1. The substitute IRS Form W-9 is for the use of United States entities only. Non-US entities must submit an IRS Form W-8.
2. Type or legibly print all information except for signature.
3. All sections are mandatory and require completion.

Specific Information:

1. NAME

- a. Partnership, Corporation, Government or Nonprofit -- Enter legal business name as registered with the Internal Revenue Service (IRS) in first box. If the company operates under another name, provide it in the second box.
- b. Proprietorship -- Enter the proprietor's name in the first box and the business name (DBA) in the second box.
- c. Individual -- Name must be as registered with the Social Security Administration (SSA) for the Social Security number (SSN) listed in Section 3.

2. ADDRESS/CONTACT INFORMATION

- a. Address A -- *If the address is non-deliverable by the United States Postal Service, complete both Address A and B sections.*
Company -- Provide physical location of company headquarters.
Individual -- Provide physical location of residence.
E-mail -- Provide complete e-mail address when available.
Telephone Number -- Include area code.
Fax Number -- Include area code.
Primary Contact -- Person (and phone number or extension) to be contacted for payment-related questions or issues.
- b. Address B -- Provide additional remittance address and related information when appropriate.

3. ORGANIZATION TYPE AND TAX IDENTIFICATION NUMBER (TIN)

- a. Individual -- A person that has no association with a business.
- b. Proprietorship -- A business owned by one person.
- c. Partnership -- A business with more than one owner and not a corporation.
- d. Corporation -- A business that may have many owners with each owner liable only for the amount of his investment in the business.
- e. LLC -- Limited Liability Company. *Must mark appropriate classification -- disregarded entity, partnership or corporation.*
- f. Government -- The federal government, a state or local government, or instrumentality, agency, or subdivision thereof.
- g. Tax Exempt/Nonprofit -- Organization exempt from federal income tax under section 501(a) or 501(c)(3) of the Internal Revenue Code.
- h. Doctor or Medical Facility -- Person or facility related to practice of medicine.
- i. Attorney or Legal Facility -- Person or facility related to practice of law.
- j. In-state -- Nevada entity.
- k. Disadvantaged Business Enterprise (DBE) -- A small business enterprise that is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals. *Provide certification number. See <http://www.nevadadbe.com> for certification information.*
- l. Nevada Business License number -- Current NV business license number which was issued by the NV Secretary of State.
- m. The Taxpayer Identification Number (TIN) is always a 9-digit number. It will be a Social Security Number (SSN) assigned to an individual by the SSA or an Employer Identification Number (EIN) assigned to a business or other entity by the IRS. *Per the IRS, use the owner's social security number for a proprietorship.*

4. ELECTRONIC FUNDS TRANSFER

Per NRS 227, payment to all payees of the State of Nevada will be electronic. Provide a copy of a voided imprinted check or restate bank information on letterhead. *A deposit slip will not be accepted.* Information on this form and the support documentation must match.

- a. Bank Name -- The name of the bank where account is held.
- b. Bank Account Type -- Indicate whether the account is checking or savings.
- c. Transit Routing Number -- Enter the 9-digit Transit Routing Number.
- d. Bank Account Number -- Enter bank account number.
- e. Direct Deposit Remittance Advice -- Direct Deposit Remittance Advices are sent via e-mail when possible. Companies should provide an address that will not change, i.e. accounting@business.com.

5. IRS FORM W-9 CERTIFICATION AND SIGNATURE

- a. The Certification is copied from IRS Form W-9 (rev. January 2011). See IRS Form W-9 for further information.
- b. The Signature should be provided by the individual, owner, officer, legal representative or other authorized person of the entity listed on the form.
- c. Print the name and title, when applicable, of the person signing the form.
- d. Enter the date the form was signed. Forms over three years old will not be processed.

Do not complete any remaining areas. They are for State of Nevada use only.

Mail or Fax signed form to:

NEVADA STATE CONTROLLER'S OFFICE
555 E WASHINGTON AVE STE 4300
LAS VEGAS NV 89101-1071
Fax: 702/486-3813

Sending to any other location will delay processing.

Questions can be directed to 702/486-3810 or 702/486-3856 or e-mailed to vendordesk@controller.state.nv.us.

Attachment H

