

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701



Brian Sandoval
Governor

Jeff Mohlenkamp
Director

Greg Smith
Administrator

State of Nevada
Purchasing Division
Request for Proposal: 3095
For
MASTER SECURITIES CUSTODY SERVICES

Release Date: February 13, 2014

Deadline for Submission and Opening Date and Time: **March 27, 2014 @ 2:00 PM**

Refer to Section 8, RFP Timeline for the complete RFP schedule

For additional information, please contact:

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

Ask the relay agent to dial: 1-775-684-0171/V.)

Refer to Section 9 for instructions on submitting proposals

VENDOR INFORMATION SHEET FOR RFP 3095

Vendor Must:

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Tab III of the Technical Proposal.

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

V5	Facsimile Number	
	Area Code:	Number:

V6	Toll Free Number	
	Area Code:	Number:

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

V8	Telephone Number for Contact Person	
	Area Code:	Number:

V9	Facsimile Number for Contact Person	
	Area Code:	Number:

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

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

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A Request for Proposal (RFP) process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors' technical exceptions and/or assumptions should be clearly stated in Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP. Vendors' cost exceptions and/or assumptions should be clearly stated in Attachment J, Cost Proposal Certification of Compliance with Terms and Conditions of RFP. Exceptions and/or assumptions will be considered during the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State per NRS 333.350(1).

Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to, NRS 281A and the Governor's Proclamation, which can be found on the Purchasing Division's website (<http://purchasing.state.nv.us>).

1. PROJECT OVERVIEW

- 1.1** The State of Nevada Purchasing Division on behalf of the Office of the State Treasurer (State Treasurer) is requesting proposals from qualified vendors to provide master securities custody services.
- 1.2** The State Treasurer is responsible for the investment of monies of the State Fund (General Portfolio), the Local Government Investment Pool (LGIP), the Permanent School Fund (PSF), the Nevada Pre-paid College Tuition Program (PPCT), the Nevada Enhanced Savings Term Program (NVEST), and any investment program that may be established by Nevada Revised Statutes (NRS). These are all fixed income securities portfolios.
- 1.3** As of October 31, 2013, the par value of these investment portfolios was approximately \$2,712,400,000.
- 1.4** The securities in these investment portfolios are comprised mainly of Government Money Market Funds, United States Treasury and agency obligations, commercial paper, negotiable certificates of deposit, time certificates of deposit, corporate debt instruments, municipal bonds, collateralized mortgage obligations (CMOs), mortgage-backed securities (MBS), asset-backed securities (ABS), and U.S. Small Business Administration Pools (SBAs). Although the State Treasurer may by statute lend securities from the General Portfolio, and the investment portfolio of the LGIP, securities lending is currently prohibited in the State's investment policies and is not included in this RFP.
- 1.5** Copies of all Investment Portfolios are included in *Attachment K*.
- 1.6** Copies of all Investment Policies are included in *Attachment L*.
- 1.7** The State Treasurer will administer contract(s) resulting from this RFP. The resulting contract(s) will be for an initial contract term of four (4) years, with a one-year renewal option, as agreed to by both parties and in the best interest of the State. The contract is anticipated to commence November 13, 2014, subject to Board of Examiners approval, and expire November 30, 2018.

2. ACRONYMS/DEFINITIONS

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

Acronym	Description
<i>Anti-Money Laundering Laws</i>	Those laws, rules, regulations, orders and sanctions, state and federal, criminal and civil, that (a) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (b) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotic dealers of otherwise engaged in activities contrary to the interests of the United States; (c) require identification and documentation of the parties with whom a financial institution conducts business; or (d) designed to disrupt the flow of funds to terrorist organizations. Such laws, regulations and sanctions shall be deemed to include the United States Presidential Executive Order Number 13224 on Terrorism Financing (September 23, 2001) (hereafter, Executive Order), the Patriot Act, the Bank Secrecy Act, Public Law No. 91-508, 84 Stat. 1305 (1970), the Trading with the Enemy Act, 50 U.S.C. Appl. 1 et seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et seq., and the sanction regulations promulgated pursuant thereto by OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957, as amended.
<i>Assumption</i>	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
<i>Awarded Vendor</i>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
<i>BOE</i>	State of Nevada Board of Examiners
<i>Confidential Information</i>	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS 333.020(5) (b).
<i>Contract Approval Date</i>	The date the State of Nevada Board of Examiners officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful vendor.
<i>Contract Award Date</i>	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.
<i>Contractor</i>	The company or organization that has an approved contract with the State of Nevada for services identified in this RFP. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance.
<i>Cross Reference</i>	A reference from one document/section to another document/section

Acronym	Description
	containing related material.
Customer	Department, Division or Agency of the State of Nevada.
Division/Agency	The Division/Agency requesting services as identified in this RFP.
Evaluation Committee	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS 333.335.
Exception	A formal objection taken to any statement/requirement identified within the RFP.
General Portfolio	The investment portfolio which encompasses the General Fund and additional state operating funds.
Goods	The term “goods” as used in this RFP has the meaning ascribed to it in NRS §104.2105(1) and includes, without limitation, “supplies”, “materials”, “equipment”, and “commodities”, as those terms are used in NRS Chapter 333.
Key Personnel	Vendor staff responsible for oversight of work during the life of the project and for deliverables.
LCB	Legislative Counsel Bureau
LGIP	The Local Government Investment Pool.
LOI	Letter of Intent - notification of the State’s intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
May	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
NAC	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: www.leg.state.nv.us .
NOA	Notice of Award – formal notification of the State’s decision to award a contract, pending Board of Examiners’ approval of said contract, any non-confidential information becomes available upon written request.
NRS	Nevada Revised Statutes – All applicable NRS documentation may be

Acronym	Description
	reviewed via the internet at: www.leg.state.nv.us .
<i>NVEST</i>	The Nevada Enhanced Savings Term Program for local governments in the State.
<i>Pacific Time (PT)</i>	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time.
<i>Patriot Act</i>	The USA PATRIOT Act of 2001, Public Law No. 107-56, together with all laws rules, regulations and orders issued in connection therewith.
<i>PPCT</i>	The Nevada Pre-Paid College Tuition Program.
<i>Prohibited Person</i>	Any person or entity: (a) listed in the Annex to, or otherwise subject to the provision of the Executive Order, (b) that is owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of the Executive Order, (c) with whom Vendor is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the Executive Order, (d) who commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order, (e) that is named as a “specially designated national and blocked person” on the most current list published by the U.S. Department of the Treasury, Office of Foreign Assets Control at its official website or other official publication of such list, or (f) who is an Affiliate of a person or entity listed above.
<i>PSF</i>	The Permanent School Fund.
<i>Proprietary Information</i>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a).
<i>Public Record</i>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).
<i>Redacted</i>	The process of removing confidential or proprietary information from a document prior to release of information to others.
<i>RFP</i>	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection as defined in NRS 333.020(8).
<i>Shall</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

Acronym	Description
<i>Should</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<i>State</i>	The State of Nevada and any agency identified herein.
<i>State Treasurer</i>	Office of the State Treasurer
<i>Subcontractor</i>	Third party, not directly employed by the contractor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.
<i>Trade Secret</i>	Information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
<i>User</i>	Department, Division, Agency or County of the State of Nevada.
<i>Vendor</i>	Organization/individual submitting a proposal in response to this RFP.
<i>Will</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

2.1 STATE OBSERVED HOLIDAYS

The State observes the holidays noted in the following table. When January 1st, July 4th, November 11th or December 25th falls on Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.

Holiday	Day Observed
New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	Friday following the Fourth Thursday in November
Christmas Day	December 25

3. SCOPE OF WORK

3.1 MINIMUM QUALIFICATIONS

Vendors must meet the following minimum qualifications and must provide details of their qualifications. If a vendor is determined to not meet and/or address any one of the Minimum Qualifications, the proposal in its entirety may not be considered.

- 3.1.1 The vendor must be a bank or trust company which is organized and operating, or licensed to operate, in the United States under federal or state law.
- 3.1.2 The vendor's Tier 1 capital must be at least \$1,000,000,000.
- 3.1.3 The vendor must be registered to conduct business in the State, or become duly qualified to do business in the State as a foreign business entity, before a contract can be executed.
- 3.1.4 The vendor must have provided master securities custody services for at least ten (10) years.
- 3.1.5 The account manager assigned must have had a minimum of five (5) years' experience in the master trust/custody field with at least three (3) years' experience at the responding firm. The transition team leader and his/her assistant must have worked together on at least three (3) prior major conversions of an account with market value in excess of \$1 billion consisting of fixed-income securities.
- 3.1.6 The vendor must provide master securities custody services to at least five (5) unaffiliated clients. At least three (3) clients must be public institutions with total market-valued assets (in custody) per client of \$500 million or greater.
- 3.1.7 The vendor must have the following minimum credit ratings from at least one (1) of the following nationally recognized statistical rating organizations (NRSRO's): "A-" or equivalent from either Moody's, Standard & Poor's, Fitch or Egan-Jones or "B-" from Kroll Ratings Service.
- 3.1.8 Material exceptions to the terms of this RFP, including but not limited to terms pertaining to limitations of liability and indemnity obligations in the State's contract (Attachment D) and Insurance Schedule (Attachment E) could result in the rejection of your firm's response. Submit any exceptions, including exceptions to the Contract Form (Attachment D) and insurance requirements, as part of your response to this RFP.

Please verify your compliance with Items 3.1.1 through 3.1.8 by signing below:

Signature and Title

- 3.2** The State Treasurer will need 14 securities custody accounts that are currently held with the current vendor. As of October 31, 2013 they were:

<u>Account</u>	<u>Approx. Par Value</u>	<u>Current Investment Activity</u>
General Portfolio	\$1,555,300,000	801 purchases/year (approx.) 6 sales 268 Principal & Interest payments 748 Interest only payments
LGIP	\$558,600,000	743 purchases/year (approx.) 726 Interest only payments
PSF	\$306,200,000	68 purchases/year (approx.) 70 Interest only payments
External Investment Managers (PPCT)Fixed-Income	\$64,100,000	This account is actively managed. Monthly processing is required for principal pay downs associated with ABS, CMOs and MBS. 134 purchases/year (approx.) 128 sales 537 Principal & Interest payments 14 Interest only payments
External Investment Managers (NVEST)	\$228,200,000	There are currently ten (10) accounts managed by three (3) external investment managers. Each account is actively managed. Monthly processing is required for principal pay downs associated with ABS, CMOs, and MBS. 756 purchases/year (approx.) 399 sales 3,466 Principal & Interest payments 1,896 Interest only payments
Securities Lending		Currently, there is no securities lending activity. Securities lending accounts may be required at a future date.

- 3.3** The vendor will provide daily securities custody services for the maintenance of these accounts. The addition of new accounts or the closure of existing accounts may occur at a future date. The services will include but are not limited to:

- 3.3.1 The settlement of all purchases and sales through the Federal Reserve System (FED), the Depository Trust Company (DTC), or any other settlement facility;
- 3.3.2 The collection of all interest payments;
- 3.3.3 The processing of all principal pay downs associated with ABS, CMOs, MBS, and SBA Pools;
- 3.3.4 The settlement of all debenture payoffs;

- 3.3.5 The processing of all securities lending activities (if a securities lending program is resumed); and
 - 3.3.6 The receipt and disbursement of all repurchase agreement collateral, if repurchase agreements are purchased at a future date.
 - 3.3.7 “Right to Offset” – The vendor cannot directly debit any STO account for claims or payments of which the STO is not aware of. The STO has a process for problem resolution, and the process should be followed at all times.
- 3.4** The vendor must establish a working relationship with all external investment managers and securities lending agent(s) (if any) in order to facilitate trading activity and the processing and accounting of all securities transactions.
- 3.5** The vendor will be responsive to all State auditors (internal and external), and must provide timely and accurate information to their requests. These requests are normally asked for at fiscal year-end (June 30), but may occur at any time.
- 3.6** Fees paid by the State for the services of external investment managers are paid once every quarter. The vendor will be required to wire transfer these fees from the designated accounts to the investment managers upon instruction from the State Treasurer.
- 3.7** From time-to-time, the vendor may be asked by the State Treasurer to wire transfer monies into or out of the externally managed accounts. Please describe your process/procedure for processing incoming, and outgoing wires, and ACH transactions.
- 3.8** The vendor will be required to wire transfer monies from maturing or sold securities and interest payments, in the General Portfolio, the LGIP, and the PSF, to the State Treasurer’s bank account by 6:00 AM Pacific Time (PT) on the scheduled payment date.
- 3.9** On an annual basis, there are approximately 164 outgoing wire transfers from the securities custodian, and approximately 133 incoming wire transfers to the securities custodian.

3.10 CORPORATE GOVERNANCE

The State Treasurer encourages all vendors that are retained or utilized by her office to adopt corporate governance policies that provide confidence in the structure and management of the vendor. Please provide a copy of your adopted corporate governance policies/procedures.

3.11 CERTIFICATION

By inclusion and execution of the statement provided in **Attachment B** of this RFP, each proposal shall certify that:

- 3.11.1 The selection of the firm will not result in any current or potential, real or perceived conflict of interest. Alternately, should any potential or existing conflict be known by the firm, the proposal shall specify the party with whom the conflict exists or might arise, the nature of the conflict and whether the firm

would step aside or resign from that engagement or representation creating the conflict.

- 3.11.2 The proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.
- 3.11.3 The firm (and the agents, officers, principals and professional employees thereof) has not and will not participate in any prohibited business solicitation communication.*
 - 3.11.3.1 * “Prohibited business solicitation communication” means a written or verbal communication which occurs during a selection period between a State Treasurer’s Office employee and any person or entity submitting a proposal for Securities Custody Services... or between a State Employee and a person who is not a State employee regarding the merits of any securities custody services... or whether the evaluating committee should elect or retain the securities custody services... “with certain exceptions”. The “selection period” for this RFP begins March 27, 2014 and will continue until the State Treasurer selects its vendor.
- 3.11.4 Please indicate if for the term of this agreement, the company and its affiliates (i) shall not be a prohibited person; and (ii) shall be in full compliance with all applicable orders, rules, regulations and recommendations promulgated under or in connection with Anti-Money laundering laws and with the Patriot Act to the same extent required by covered financial institutions which are defined in 31 CFR 103.193(a)(3). If not, please explain.

3.12 RESPONDENT QUESTIONS

- 3.12.1 Client Servicing
 - 3.12.1.1 Provide a list of personnel responsible for the day-to-day administration of the State Treasurer’s accounts, and describe the responsibilities of each person.
 - 3.12.1.2 For how many client relationships is this team responsible? Describe the range in size and complexity of their associated accounts.
 - 3.12.1.3 Discuss the role that vendor’s senior management plays in the oversight of the provided services.
 - 3.12.1.4 Describe any ongoing educational sessions, user conferences, publications or other means you have for keeping clients fully educated in the securities custody process and for providing a forum for new ideas and needs in this area.

- 3.12.1.5 Describe your commitment to client service in terms of regular meetings (onsite/conference calls and frequency).
- 3.12.1.6 What is the time frame for problem/issue resolution, and what is the process/procedure for resolving issues, (i.e., do you initiate calls, emails, letters on day 1, 2, and beyond)? When and how does the issue get escalated to the management level?
- 3.12.2 Securities Processing
- 3.12.2.1 Is your company a direct participant of the FED and DTC? What is the dollar and item volume of custody transactions your company processes annually?
- 3.12.2.2 Describe procedures used to ensure that physical securities are properly registered and are in good deliverable form.
- 3.12.2.3 Describe your “failed trade” process. What procedures are in place to minimize the occurrence of failed trades? Will the State Treasurer receive compensation if State funds have not been used to settle a trade due to broker fail-to-deliver? How is this compensation determined for U.S. Treasuries and non-U.S. Treasury securities?
- 3.12.2.4 Indicate that you will contractually make available to the State Treasurer all expected securities maturities, pay downs, and interest payments on the exact day due (i.e., same-day availability), by 6:00 AM PT.
- 3.12.2.5 Indicate that a State Treasurer approved government money market fund (sweep account) will be available to accommodate un-invested cash in all accounts.
- 3.12.2.6 What is distinct about your custodial capabilities that we should know about?
- 3.12.2.7 Describe how you reconcile the State Treasurer’s securities in your custody and how such reconciliation will be documented to the State Treasurer. What is your process/procedure for “true-ing up” daily transactions, and how will that be communicated to the State Treasurer and/or will you accept the procedure of the State Treasurer?
- 3.12.2.8 Can you facilitate a Tri-Party Repurchase Agreement Transaction?
- 3.12.3 Securities Pricing
- 3.12.3.1 What system(s) or sources are used for the pricing of securities?
- 3.12.3.2 Is this system(s) capable of pricing the diverse nature of securities held in the State Treasurer’s investment portfolios?

- 3.12.3.3 How often are securities priced? Will auditable pricing be available at each month end?
 - 3.12.3.4 Describe your procedures to ensure that all securities are priced accurately.
 - 3.12.3.5 Is the pricing of securities compatible with GASB 31 definitions of “fair value”?
 - 3.12.3.6 Is the pricing system available for “feed,” if required, into the investment portfolio management system (currently SymPro) maintained by the State Treasurer, the external investment managers, and the securities lending agent(s) (if any)?
- 3.12.4 Accounting and Reporting
- 3.12.4.1 Describe your accounting/reporting system. Please be aware that a demonstration of vendors’ software is part of the evaluation process.
 - 3.12.4.2 Is all trading activity recorded into this system on a “trade-date” or “settlement-date” basis? Can trading activity be recorded differently for different accounts?
 - 3.12.4.3 Is all trading activity recorded into this system on a “lot” or “block” basis? Can trading activity be recorded differently for different accounts?
 - 3.12.4.4 Describe your methodology, and process for the accounting for principal pay downs associated with ABS, CMOs, MBS, and SBA Pools.
 - 3.12.4.5 Are all FED and DTC matured securities proceeds and interest payments available for reinvestment by the State Treasurer, the external investment managers, and the securities lending agent(s) (if any) by 6:00 AM PT of the due date? Is this inclusive of principal pay downs and interest pay downs associated with ABS, CMOs, MBS and SBA Pools? If the answer is no, when are funds available for reinvestment?
 - 3.12.4.6 Is the accruing interest rate on variable-rate securities changed to reflect a new rate on the first day of the new accrual period?
 - 3.12.4.7 Indicate whether amortization and accretion on premium and discounted securities will be calculated at each month end, if so, please describe your methodology.
 - 3.12.4.8 Indicate whether securities accrued interest receivable is provided at month end, and describe your method of calculation.

3.12.4.9 Please indicate whether you provide each of the following types of reports; also, please provide samples of the standard package of accounting reports.

A. Daily Reports

1. Transaction History Report (Daily accounting of investment activity)
2. Market/Cost Value Comparison Report (Daily list of holdings with current market value)
3. Failed Transactions Report
4. Income/Interest Received Report
5. Called Securities Report
6. Projected Callable Securities Report
7. Statement of Portfolio Investment Holdings, to include the following fields:
 - a. Security description
 - b. CUSIP
 - c. Par Value
 - d. Book Value
 - e. Market Value
 - f. Accrued Income
 - g. Amortized Cost

B. Monthly Reports

1. Statement of Investment Holdings by Security Categorization (Monthly verified list of holdings report, inclusive of all accounting information for the month) to include the following fields:
 - a. Security description
 - b. CUSIP
 - c. Par Value
 - d. Book Value
 - e. Market Value
 - f. Accrued Income
 - g. Amortized Cost

2. Statement of income earned
3. Statement of income received
4. Statement of purchases and sales transactions
5. Statement of pending trades
6. Statement of amortization
7. Statement of expenses
8. Statement of activity by broker
9. Summary Statement, which should include:
 - a. Cash
 - b. Receivables
 - c. Payables
 - d. Net Assets

C. Annual Reports

1. Statement of Investment Holdings by Security Categorization (Annual verified list of holdings report, inclusive of all accounting information for the year) to include the following fields:
 - a. Security description
 - b. CUSIP
 - c. Par Value
 - d. Book Value
 - e. Market Value
 - f. Accrued Income
 - g. Amortized Cost

3.12.4.10 How often are the reports updated?

3.12.4.11 What formats are available for downloading the reports (Excel, TXT, PDF, etc.) Do you have the ability to download all activity into SymPro? Do you have access to the following systems: Advent, Bond Edge, Clearwater, Portia or Yield Book, for download into any of the State Treasurer's accounts?

- 3.12.4.12 What training will be available to State Treasurer’s staff to use the reporting formats? What hardware and software will be required to access the information?
- 3.12.4.13 Describe your ability to create customized accounting reports. Is there an additional fee for this? If yes, the fee should be included in ***Attachment I - Cost Schedule***.
- 3.12.4.14 How often is the accounting system audited? Who performs this audit? If audit deficiencies are noted, how quickly are changes implemented? Is the accounting system updated according to new GAAP pronouncements?
- 3.12.4.15 Are timely reports available, (including on-line access) to the external investment managers, the securities lending agent(s) (if any), and the NVEST local government members? If there is an additional cost for on-line access, this fee should be included in ***Attachment I - Cost Schedule***.
- 3.12.4.16 How much historical information is readily available? For how long is historical information available?
- 3.12.4.17 When will full year reports be available for each account at fiscal year-end?
- 3.12.4.18 How do you investigate unusual pricing changes? Do you have a centralized pricing team?
- 3.12.4.19 GASB 40 – Do you offer performance analytics, if so; is there an additional fee? If yes, the fee should be included in ***Attachment I - Cost Schedule***.
- 3.12.4.20 How does your firm account for securities that are owned by the State, but not held in custody with your firm?
- 3.12.4.21 Describe your process for notification to the State Treasurer of called securities, extraordinary pay downs (i.e., for early prepayments of FNMA DUS bonds), interest rate re-sets for variable-rate securities, and other unique notices or transactions involving fixed income securities.
- 3.12.4.22 Please provide a URL link to a demo version of your online reporting system, so that we can evaluator a demo of your system.
- 3.12.4.23 Can the State Treasurer manage the users of your online reporting system and their access?

3.12.5 External Investment Managers

- 3.12.5.1 Describe the process used to facilitate the trading functions of the external investment managers authorized by the State Treasurer.
- 3.12.5.2 Describe your ability to control the trading activities of the external investment managers authorized by the State Treasurer if their services are terminated.
- 3.12.5.3 Do you have the ability to download all activity from the external investment managers into SymPro?
- 3.12.5.4 All external investment managers and authorized NVEST personnel must have access to their accounts' reporting capabilities. Please affirm that this is possible.
- 3.12.6 Securities Lending
 - 3.12.6.1 Presently, the State's investment policies prohibit securities lending programs. Therefore, this RFP does not include encompass securities lending services.
 - 3.12.6.2 However, if at some point the State Treasurer chose to reinstate a securities lending program and securities lending was performed by a firm other than the selected vendor, would you coordinate the transfer and lending of securities with this agent at no cost to the State or agent?
 - 3.12.6.3 In such a scenario, describe your process to accommodate the trading activities of the securities lending agent(s) authorized by the State Treasurer.
- 3.12.7 Performance Measurement
 - 3.12.7.1 Describe your portfolio performance (total return) evaluation capabilities.
 - 3.12.7.2 Is total return performance calculated internally or externally?
 - 3.12.7.3 How many universe comparisons or benchmark indices are available to us given the general market sectors we and our external managers are invested in?
 - 3.12.7.4 Describe your ability to create customized performance reports.
 - 3.12.7.5 Is there an additional fee for calculating performance and/or the customization of performance reports? If yes, the fee should be included in the ***Attachment I - Cost Schedule***.
 - 3.12.7.6 Do you partner with, or have access to investment performance software? If so, is that a service that you offer your clients? If so,

is there a separate fee for this service? If yes, the fee should be included in the *Attachment I - Cost Schedule*.

3.12.8 Transition

The successful vendor must commit the necessary resources to the conversion process to help ensure that the transition to a new securities custodian is performed in a timely manner.

3.12.8.1 Describe the conversion process if you are selected to provide custody services.

3.12.8.2 Provide an estimated timetable for the transition.

3.12.8.3 Will there be a requirement to maintain simultaneous custodians until the conversion is completed? If so, for how long will the parallel programs be required to operate? (Any additional cost must be included in the *Attachment I - Cost Schedule*). If not, describe your transition process.

3.12.8.4 Detail the types of expenses (non-recurrent and continuing) which may be incurred by the State Treasurer during the conversion process. These expenses must be included in the *Attachment I - Cost Schedule*.

3.12.8.5 What dedicated resources (personnel, equipment, training, etc.), procedures and controls will you provide or recommend in the transition period to ensure a successful and timely transition.

3.12.8.6 Describe the State Treasurer's responsibilities and the resources required from us during this process.

3.12.8.7 Will a project manager be assigned to manage implementation? If so, provide the name and resume of the project manager.

3.12.8.8 Describe the on-site support and training you provide to new clients and existing clients during transitions. Also discuss systems support provided during transitions to endure data integrity and timely settlement during transitions.

3.12.8.9 Provide a copy of all agreements and forms the vendor desires the State Treasurer to complete and approve to implement ACH and Wire Transfer Services, custodial services and/or any other services associated with this contract. Please attach as an **appendix in Vendor's Technical Proposal**. (Acceptance of a vendor's proposal does not indicate acceptance of the terms of any agreements provided in response to this item).

3.12.8.10 Is the vendor currently involved in, or planning any major system changes, acquisitions, or conversions? Please explain your plans

and include the potential impact to the State Treasurer and this contract.

3.12.9 Disaster Recovery System

- 3.12.9.1 Describe your disaster recovery system in the event of a catastrophic event or emergency.
- 3.12.9.2 How is the State Treasurer notified if there is a “disruption of service”?
- 3.12.9.3 How often is your disaster recovery procedures tested?
- 3.12.9.4 Discuss the most recent test and the results.
- 3.12.9.5 Do you maintain a “hot” backup site(s)? If so, describe its capabilities.
- 3.12.9.6 How long does it take to begin processing at the backup site(s)?
- 3.12.9.7 Have disaster recovery services ever been employed for a real disaster? If so, explain the situation and results.

3.12.10 Other Services

- 3.12.10.1 Describe any other services or unique advantages you will provide for the State’s accounts if selected.

4. COMPANY BACKGROUND AND REFERENCES

4.1 VENDOR INFORMATION

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

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

Question	Response
RFP:	
Location(s) from which employees will be assigned for this project:	

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

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

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

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

Yes		No	
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If “No”, provide explanation.

4.1.4 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

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

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

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

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

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

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

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

Does any of the above apply to your company?

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

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

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

- 4.1.8 Vendors must review the insurance requirements specified in **Attachment E, Insurance Schedule for RFP 3095**. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in **Attachment E**.

Yes		No	
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Any exceptions and/or assumptions to the insurance requirements *must* be identified on *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP*. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Upon contract award, the successful vendor *must* provide the Certificate of Insurance identifying the coverage as specified in *Attachment E, Insurance Schedule for RFP 3095*.

- 4.1.9 Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.
- 4.1.10 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.
- 4.1.11 Provide the number of your organization’s clients as categorized in the following matrix; report aggregate values of their total assets under custody in \$ millions for periods specified:

Total Tax Exempt Trust and Custody Clients Only		
Period	Total Number Of Clients	Asset Value/\$MM
2008		
2009		
2010		
2011		
2012		
As of October 31, 2013		

Public Fund Custody Clients Only		
Period	Total Number Of Clients	Asset Value/\$MM
2008		
2009		
2010		
2011		
2012		
As of October 31, 2013		

- 4.1.12 Provide the number of tax-exempt trust and custody accounts, gained and/or lot for the periods listed in the following matrix; report corresponding market values in \$ millions as of initiation date for clients gained and termination date for clients lost:

Total Trust and Custody Clients Only				
Period	# of Clients Gained	\$MM – Clients Gained	# of Clients Lost	\$MM – Clients Lost
2008				

2009				
2010				
2011				
2012				
As of October 31, 2013				

4.1.13 Audit and Risk

4.1.13.1 Describe your internal and external audit functions. Do you perform an SSAE 16 exam? If so, please describe.

4.1.13.2 Does your firm maintain a code of ethics?

4.1.13.3 Does your organization have an independent operation risk management function that is responsible for the design and implementation of your organization’s operational risk management framework?

4.1.14 Financial information and documentation to be included in ***Part III, Confidential Financial Information*** of vendor’s response in accordance with ***Section 9.5, Part III – Confidential Financial Information***.

4.1.14.1 Dun and Bradstreet Number

4.1.14.2 Federal Tax Identification Number

4.1.14.3 Your bank’s short and long term ratings as determined by at least two (2) Nationally Recognized Statistical Ratings Organization (NRSRO), as defined by the Securities and Exchange Commission.

4.1.14.4 For confirmation purposes, please indicate your financial institution’s five-digit FDIC Certificate number.

4.1.14.5 Provide copies of the last two years’ audited financial statements and audit opinion.

4.1.14.6 Please provide guidance on how you intend to meet Basel III in terms of capital adequacy and liquidity.

4.1.14.7 What is the nature and size of any “off balance sheet items” in your annual report and what are the three critical areas that pose the most at risk exposure to the bank?

4.1.14.8 If you require the State Treasurer to sign your Standard Trust/Custody Agreement for a Public Fund, please furnish a copy for our review and label accordingly as a separate attachment.

4.1.14.9 Provide the following data and explain how it meets the Federal Reserve stipulated requirements.

Capital Requirements	Actual
Tier 1 Capital Ratio	
Total Capital Ratio	
Leverage Ratio	
Tangible Common Equity	

4.2 SUBCONTRACTOR INFORMATION

4.2.1 Does this proposal include the use of subcontractors?

Yes		No	
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If “Yes”, vendor must:

- 4.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 4.2.1.2 If any tasks are to be completed by subcontractor(s), vendors must:
- A. Describe the relevant contractual arrangements;
 - B. Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and
 - C. Describe your previous experience with subcontractor(s).
- 4.2.1.3 Vendors must describe the methodology, processes and tools utilized for:
- A. Selecting and qualifying appropriate subcontractors for the project/contract;
 - B. Ensuring subcontractor compliance with the overall performance objectives for the project;
 - C. Ensuring that subcontractor deliverables meet the quality objectives of the project/contract; and
 - D. Providing proof of payment to any subcontractor(s) used for this project/contract, if requested by the State. Proposal should include a plan by which, at the State’s request, the State will be notified of such payments.
- 4.2.1.4 Provide the same information for any proposed subcontractors as requested in **Section 4.1, Vendor Information**.
- 4.2.1.5 Business references as specified in **Section 4.3, Business References** must be provided for any proposed subcontractors.

- 4.2.1.6 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 4.2.1.7 Vendor must notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in **Section 4.2, Subcontractor Information**. The vendor must receive agency approval prior to subcontractor commencing work.

4.3 BUSINESS REFERENCES

- 4.3.1 Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last ten (10) years.
- 4.3.2 Vendors must provide the following information for **every** business reference provided by the vendor and/or subcontractor:

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

Reference #:			
Company Name:			
<i>Identify role company will have for this RFP project (Check appropriate role below):</i>			
	VENDOR		SUBCONTRACTOR
Project Name:			
Primary Contact Information			
Name:			
Street Address:			
City, State, Zip			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Alternate Contact Information			
Name:			
Street Address:			
City, State, Zip			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Project Information			
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications,			

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

- 4.3.3 Vendors must also submit **Attachment F, Reference Questionnaire** to the business references that are identified in **Section 4.3.2**.
- 4.3.4 The company identified as the business references must submit the Reference Questionnaire directly to the Purchasing Division.
- 4.3.5 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in **Section 8, RFP Timeline** for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.
- 4.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

4.4 VENDOR STAFF RESUMES

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

5. COST

- 5.1 Vendors must provide the detail for all costs/fees associated with securities custody services. A Cost Matrix is included as **Attachment I - Cost Schedule**.
- 5.2 There shall be no change to the prices indicated in this proposal should there be a subsequent change to a compensating balance method or a combination of direct fee-for-service and compensating balance.

6. FINANCIAL

6.1 PAYMENT

- 6.1.1 Payment for the contracted service will be within fourteen (14) days upon receipt of invoice and the State Treasurer's approval. Fees for all contracted services will not be paid directly, but will be deducted by the custodian, upon approval by the State Treasurer, on a monthly basis from General Portfolio interest earnings.

- 6.1.2 Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this RFP electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

6.2 BILLING

- 6.2.1 The State does not issue payment prior to receipt of goods or services.
- 6.2.2 The vendor must bill the State as outlined in the approved contract and/or payment schedule. The State may choose to pay either in hard dollars via ACH or wire; or via compensating balance held with the vendor. The vendor may not net fees off of balances held by the vendor.
- 6.2.3 Vendors may propose an alternative payment option. Alternative payment options must be listed on ***Attachment J, Cost Proposal Certification of Compliance with Terms and Conditions of the RFP.*** Alternative payment options will be considered if deemed in the best interest of the State, project or service solicited herein.
- 6.2.4 Additionally, the State may choose in the future to pay for certain costs such as Bloomberg license fees or portfolio accounting systems via its custodial banking vendor. These costs will be considered pass-through costs with no mark-up from the selected vendor.

7. WRITTEN QUESTIONS AND ANSWERS

In lieu of a pre-proposal conference, the Purchasing Division will accept questions and/or comments in writing, received by email regarding this RFP.

7.1 QUESTIONS AND ANSWERS

- 7.1.1 The RFP Question Submittal Form is located on the Services RFP/RFQ Opportunities webpage at <http://purchasing.state.nv.us/services/sdocs.htm>. Select this RFP number and the “Question” link.
- 7.1.2 The deadline for submitting questions is as specified in ***Section 8, RFP Timeline.***
- 7.1.3 All questions and/or comments will be addressed in writing and responses emailed or faxed to prospective vendors on or about the date specified in ***Section 8, RFP Timeline.***

8. RFP TIMELINE

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

Task	Date/Time
Deadline for submitting questions	02/27/14 @ 2:00 PM
Answers posted to website	On or about 03/10/14
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 03/25/14
Deadline for submission and opening of proposals	No later than 2:00 PM on 03/27/14
Evaluation period (approximate time frame)	03/28/14 – 04/29/14
Vendor Presentations including software demos (approximate time frame)	05/07/14 – 05/08/14
Selection of vendor	On or about 05/09/14
Anticipated BOE approval	07/08/14
Contract start date (contingent upon BOE approval)	11/13/14

9. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

9.1 GENERAL SUBMISSION REQUIREMENTS

Vendors’ proposals must be packaged and submitted in counterparts; therefore, vendors must pay close attention to the submission requirements. Proposals will have a technical response, which may be composed of two (2) parts in the event a vendor determines that a portion of their technical response qualifies as “confidential” as defined within *Section 2, Acronyms/Definitions*.

If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with *Section 9.3, Part I B – Confidential Technical and Section 9.5, Part III Confidential Financial Information*. Specific references made to the tab, page, section and/or paragraph where the confidential information can be located must be identified on *Attachment A, Confidentiality and Certification of Indemnification* and comply with the requirements stated in *Section 9.6, Confidentiality of Proposals*.

The remaining section is the Cost Proposal. Vendors may submit their proposal broken out into the three (3) sections required, or four (4) sections if confidential technical information is included, in a single box or package for shipping purposes.

The required CDs must contain information as specified in *Section 9.6.4*.

Detailed instructions on proposal submission and packaging follows and vendors must submit their proposals as identified in the following sections. Proposals and CDs that do not comply with the following requirements may be deemed non-responsive and rejected at the State’s discretion.

9.1.1 All information is to be completed as requested.

9.1.2 Each section within the technical proposal and cost proposal must be separated by clearly marked tabs with the appropriate section number and title as specified.

- 9.1.3 Although it is a public opening, only the names of the vendors submitting proposals will be announced per NRS 333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two (2) days in advance of the opening.
- 9.1.4 If discrepancies are found between two (2) or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one (1) copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one (1) copy to be used as the master.
- 9.1.5 For ease of evaluation, the proposal must be presented in a format that corresponds to and references sections outlined within this RFP and must be presented in the same order. Written responses must be in *bold/italics* and placed immediately following the applicable RFP question, statement and/or section. Exceptions/assumptions to this may be considered during the evaluation process.
- 9.1.6 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Unnecessarily elaborate responses beyond what is sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the proposer's lack of environmental and cost consciousness. Unless specifically requested in this RFP, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

The State of Nevada, in its continuing efforts to reduce solid waste and to further recycling efforts requests that proposals, to the extent possible and practical:

- 9.1.6.1 Be submitted on recycled paper;
- 9.1.6.2 Not include pages of unnecessary advertising;
- 9.1.6.3 Be printed on both sides of each sheet of paper; and
- 9.1.6.4 Be contained in re-usable binders or binder clips as opposed to spiral or glued bindings.
- 9.1.7 For purposes of addressing questions concerning this RFP, the sole contact will be the Purchasing Division as specified on Page 1 of this RFP. Upon issuance of this RFP, other employees and representatives of the agencies identified in the

RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

- 9.1.8 Any vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be received no later than the deadline for submission of questions.

The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

- 9.1.9 If a vendor changes any material RFP language, vendor’s response may be deemed non-responsive per NRS 333.311.

9.2 PART I A – TECHNICAL PROPOSAL

- 9.2.1 The technical proposal must include:

- 9.2.1.1 One (1) original marked “MASTER”; and

- 9.2.1.2 Five (5) identical copies.

- 9.2.2 The technical proposal **must not include** confidential technical information (refer to **Section 9.3, Part I B, Confidential Technical**) or cost and/or pricing information. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.

- 9.2.3 Format and Content

- 9.2.3.1 Tab I – Title Page

The title page must include the following:

Part I A – Technical Proposal	
RFP Title:	Master Securities Custody Services
RFP:	3095
Vendor Name:	
Address:	
Proposal Opening Date:	March 27, 2014
Proposal Opening Time:	2:00 PM

9.2.3.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

9.2.3.3 Tab III – Vendor Information Sheet

The vendor information sheet completed with an original signature by an individual authorized to bind the organization must be included in this tab.

9.2.3.4 Tab IV – State Documents

The State documents tab must include the following:

- A. The signature page from all amendments with an original signature by an individual authorized to bind the organization.
- B. Attachment A – Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.
- C. Attachment C – Vendor Certifications with an original signature by an individual authorized to bind the organization.
- D. Copies of applicable certifications and/or licenses.

9.2.3.5 Tab V - Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP

- A. **Attachment B** with an original signature by an individual authorized to bind the organization must be included in this tab.
- B. If the exception and/or assumption require a change in the terms or wording of any section of the RFP, the contract, or any incorporated documents, vendors **must** provide the specific language that is being proposed on **Attachment B**.
- C. Only technical exceptions and/or assumptions should be identified on **Attachment B**.
- D. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

9.2.3.6 Tab VI – Section 3 – Scope of Work

Vendors must place their written response(s) in ***bold/italics*** immediately following the applicable RFP question, statement and/or section.

9.2.3.7 Tab VII– Section 4 – Company Background and References

Vendors must place their written response(s) in ***bold/italics*** immediately following the applicable RFP question, statement and/or section. This section must also include the requested information in ***Section 4.2, Subcontractor Information***, if applicable.

9.2.3.8 Tab VIII – Attachment G – Proposed Staff Resume

A. Vendors must include all proposed staff resumes per ***Section 4.4, Vendor Staff Resumes*** in this section.

B. This section should also include any subcontractor proposed staff resumes, if applicable.

9.2.3.9 Tab IX – Other Informational Material

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

9.3 PART I B – CONFIDENTIAL TECHNICAL PROPOSAL

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

9.3.2 The confidential technical proposal must include:

9.3.2.1 One (1) original marked “MASTER”; and

9.3.2.2 Five (5) identical copies.

9.3.3 Format and Content

9.3.3.1 Tab I – Title Page

The title page must include the following:

Part I B – Confidential Technical Proposal	
RFP Title:	Master Securities Custody Services
RFP:	3095
Vendor Name:	
Address:	
Proposal Opening Date:	March 27, 2014
Proposal Opening Time:	2:00 PM

9.3.3.2 Tabs – Confidential Technical

Vendors must have tabs in the confidential technical information that cross reference back to the technical proposal, as applicable.

9.4 PART II – COST PROPOSAL

9.4.1 The cost proposal must include:

9.4.1.1 One (1) original marked “MASTER”; and

9.4.1.2 Five (5) identical copies.

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

9.4.3 Format and Content

9.4.3.1 Tab I – Title Page

The title page must include the following:

Part II – Cost Proposal	
RFP Title:	Master Securities Custody Services
RFP:	3095
Vendor Name:	
Address:	
Proposal Opening Date:	March 27, 2014
Proposal Opening Time:	2:00 PM

9.4.3.2 Tab II – Cost Proposal

Vendor’s response for the cost proposal must be included in this tab.

9.4.3.3 Tab III – Attachment J, Cost Proposal Certification of Compliance with Terms and Conditions of RFP

A. **Attachment J** with an original signature by an individual authorized to bind the organization must be included in this tab.

B. In order for any cost exceptions and/or assumptions to be considered, vendors **must** provide the specific language that is being proposed in **Attachment J**.

C. Only cost exceptions and/or assumptions should be identified on **Attachment J**.

- D. **Do not restate** the technical exceptions and/or assumptions on this form.
- E. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

9.5 PART III – CONFIDENTIAL FINANCIAL INFORMATION

9.5.1 The confidential financial information part must include:

- 9.5.1.1 One (1) original marked “MASTER”; and
- 9.5.1.2 Five (5) identical copies.

9.5.2 Format and Content

9.5.2.1 Tab I – Title Page

The title page must include the following:

Part III – Confidential Financial Information	
RFP Title:	Master Securities Custody Services
RFP:	3095
Vendor Name:	
Address:	
Proposal Opening Date:	March 27, 2014
Proposal Opening Time:	2:00 PM

9.5.2.2 Tab II – Financial Information and Documentation

Vendors must place the information required per **Section 4.1.14** in this tab.

9.6 CONFIDENTIALITY OF PROPOSALS

- 9.6.1 As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.
- 9.6.2 Vendors are required to submit written documentation in accordance with **Attachment A, Confidentiality and Certification of Indemnification** demonstrating the material within the proposal marked “confidential” conforms to NRS §333.333, which states “Only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5)”. Not conforming to these requirements will cause your proposal to be deemed non-compliant and will not be accepted by the State of Nevada.

9.6.3 Vendors acknowledge that material not marked as “confidential” will become public record upon contract award.

9.6.4 The required CDs must contain the following:

9.6.4.1 One (1) “**Master**” CD with an exact duplicate of the technical and cost proposal contents only.

A. The electronic files must follow the format and content section for the technical and cost proposal.

B. The CD must be packaged in a case and clearly labeled as follows:

Master CD	
RFP Title:	Master Securities Custody Services
RFP No:	3095
Vendor Name:	
Contents:	Part IA – Technical Proposal Part IB – Confidential Technical Proposal Part II – Cost Proposal

9.6.4.2 One (1) “**Public Records CD**” which must include the technical and cost proposal contents to be used for public records requests.

A. This CD **must not** contain any confidential or proprietary information.

B. The electronic files must follow the format and content section for the redacted versions of the technical and cost proposal.

C. All electronic files **must** be saved in “PDF” format, with one file named Part IA – Technical Proposal and one (1) file named part II – Cost Proposal.

D. The CD must be packaged in a case and clearly labeled as follows:

Public Records CD	
RFP Title:	Master Securities Custody Services
RFP No:	3095
Vendor Name:	
Contents:	Part IA – Technical Proposal for Public Records Request Part II – Cost Proposal for Public Records Request

9.6.5 The Public Records submitted on the CD will be posted to the Purchasing Website upon the Notice of Award.

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

9.7 PROPOSAL PACKAGING

- 9.7.1 If the separately sealed technical and cost proposals as well as confidential technical information and financial documentation, marked as required, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked as follows:
- 9.7.2 Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate these labels for ease and accuracy of proposal packaging.

Shannon Berry State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3095
PROPOSAL OPENING DATE:	March 27, 2014
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Master Securities Custody Services
VENDOR'S NAME:	

- 9.7.3 Proposals must be received at the address referenced below no later than the date and time specified in Section 8, RFP Timeline. Proposals that do not arrive by proposal opening time and date will not be accepted. Vendors may submit their proposal any time prior to the above stated deadline.
- 9.7.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared.
- 9.7.5 Email, facsimile, or telephone proposals will NOT be considered; however, at the State's discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be modified by email, facsimile, or written notice provided such notice is received prior to the opening of the proposals.
- 9.7.6 The technical proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Shannon Berry State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3095
PROPOSAL COMPONENT:	PART I A – TECHNICAL PROPOSAL

PROPOSAL OPENING DATE:	March 27, 2014
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Master Securities Custody Services
VENDOR'S NAME:	

9.7.7 If applicable, confidential technical information shall be submitted to the State in a sealed package and be clearly marked as follows:

Shannon Berry State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3095
PROPOSAL COMPONENT:	PART I B – CONFIDENTIAL TECHNICAL PROPOSAL
PROPOSAL OPENING DATE:	March 27, 2014
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Master Securities Custody Services
VENDOR'S NAME:	

9.7.8 The cost proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Shannon Berry State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3095
PROPOSAL COMPONENT:	PART II – COST PROPOSAL
PROPOSAL OPENING DATE:	March 27, 2014
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Master Securities Custody Services
VENDOR'S NAME:	

9.7.9 Confidential financial information shall be submitted to the State in a sealed package and be clearly marked as follows:

Shannon Berry State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3095
PROPOSAL COMPONENT:	PART III - CONFIDENTIAL FINANCIAL INFORMATION
PROPOSAL OPENING DATE:	March 27, 2014
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Master Securities Custody Services
VENDOR'S NAME:	

- 9.7.10 The CDs shall be submitted to the State in a sealed package and be clearly marked as follows:

Shannon Berry State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3095
PROPOSAL COMPONENT:	CDs
PROPOSAL OPENING DATE:	March 27, 2014
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Master Securities Custody Services
VENDOR'S NAME:	

10. PROPOSAL EVALUATION AND AWARD PROCESS

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

- 10.1** Proposals shall be consistently evaluated and scored in accordance with NRS 333.335(3) based upon the following criteria:

- 10.1.1 Firm's Background and Personnel, including but not limited to:

10.1.1.1 Expertise and availability of key personnel

10.1.1.2 Experience in performance of comparable engagements

- 10.1.2 Demonstrated competence, including but not limited to:

10.1.2.1 Client servicing, securities processing and pricing

10.1.2.2 Accounting and reporting

10.1.2.3 Transition

10.1.2.4 Tri-Party repurchase agreement

- 10.1.3 Cost

- 10.1.4 Presentations

10.1.4.1 Following the evaluation and scoring process specified above, the State may require vendors to make a presentation of their proposal to the evaluation committee, as applicable.

10.1.4.2 The State, at its option, may limit participation in vendor presentations up to the four (4) highest ranking vendors.

10.1.4.3 The State reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

10.1.5 The following will be scored on a pass/fail basis.

10.1.5.1 Financial stability

10.1.5.2 Conformance with the terms of this RFP

Proposals shall be kept confidential until a contract is awarded.

- 10.2** The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada per NRS 333.335(5).
- 10.3** Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS 333.335.
- 10.4** Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive per NAC 333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors. Any modifications made to the original proposal during the best and final negotiations will be included as part of the contract.
- 10.5** A Notification of Intent to Award shall be issued in accordance with NAC 333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.
- 10.6** Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 333.700).

11. TERMS AND CONDITIONS

11.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they **MUST** identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

- 11.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 11.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 11.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 11.1.4 For ease of responding to the RFP, vendors are encouraged to download the RFP from the Purchasing Division's website at <http://purchasing.state.nv.us>.
- 11.1.5 The failure to separately package and clearly mark **Part I B and Part III** – which contains confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 11.1.6 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements and lease purchase agreements. The omission of these documents renders a proposal non-responsive.
- 11.1.7 The State reserves the right to reject any or all proposals received prior to contract award (NRS 333.350).
- 11.1.8 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS 333.335).
- 11.1.9 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 11.1.10 A description of how any and all services and/or equipment will be used to meet the requirements of this RFP shall be given, in detail, along with any additional informational documents that are appropriately marked.
- 11.1.11 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.

- 11.1.12 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 11.1.13 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter 281 and NRS Chapter 284.
- 11.1.14 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS 333.350(3).
- 11.1.15 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 11.1.16 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 11.1.17 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The masters of the technical proposal, confidential technical proposal, cost proposal and confidential financial information of each response shall be retained for official files.
- 11.1.18 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 11.1.19 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and Chapter 333 of the Nevada Administrative Code.

11.2 CONTRACT TERMS AND CONDITIONS

*The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they MUST be documented in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.*

- 11.2.1 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.

- 11.2.2 The awarded vendor must maintain, for the duration of its contract, insurance coverage as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.
- 11.2.3 The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.
- 11.2.4 **Attachment B and Attachment J** of this RFP shall constitute an agreement to *all* terms and conditions specified in the RFP, except such terms and conditions that the vendor expressly excludes. Exceptions and assumptions will be taken into consideration as part of the evaluation process; however, vendors *must* be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.
- 11.2.5 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, any modifications and clarifications to the awarded vendor's proposal, the RFP, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 11.2.6 Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS 332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
- 11.2.7 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
- 11.2.8 Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

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

11.3 PROJECT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they **MUST** identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

11.3.1 Award of Related Contracts

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

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

11.3.2 Right to Publish

11.3.2.1 All requests for the publication or release of any information pertaining to this RFP and any subsequent contract must be in writing and sent to the State Treasurer or designee.

11.3.2.2 No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of the State Treasurer or designee.

11.3.2.3 As a result of the selection of the contractor to supply the requested services, the State is neither endorsing nor suggesting the contractor is the best or only solution.

11.3.2.4 The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with the specific advance written authorization of the State Treasurer or designee.

11.3.2.5 Throughout the term of the contract, the contractor must secure the written approval of the State per **Section 11.3.2.2** prior to the release of any information pertaining to work or activities covered by the contract.

11.3.3 Protection of Sensitive Information

Protection of sensitive information will include the following:

- 11.3.3.1 Sensitive information in existing legacy applications will encrypt data as is practical.
- 11.3.3.2 Confidential Personal Data will be encrypted whenever possible.
- 11.3.3.3 Sensitive Data will be encrypted in all newly developed applications.

11.3.4 Liability and Responsibility

- 11.3.4.1 The vendor shall be liable to the State Treasurer for any loss of funds as a result of the vendor's failure to properly execute a Contract obligation when such error is within the vendor's control. This includes system and/or processing downtime that is not restored in a timely manner.
- 11.3.4.2 The vendor shall compensate the State Treasurer for the loss of interest due the State Treasurer as a result of the vendors error or of the vendors failure to execute a proper transfer request on the date requested, unless due to an error not within the vendors control. The compensation shall be for a period not exceeding sixty-one (61) days or the date of the form of a reimbursement equal to the average of the daily Federal Funds interest rate as reported on Bloomberg plus five (5) basis points for the period and amount in question computed on a daily basis.
- 11.3.4.3 The vendor agrees that it will indemnify and hold the State Treasurer harmless from any third party claims for damage resulting from any negligent act or omission or willful misconduct on the part of the vendor or on the part of any subcontractor or other person employed by or under the supervision of the vendor.
- 11.3.4.4 The vendor shall be deemed to have exercised ordinary care if the vendor has followed established procedures agreed to under the Contract in executing a transfer. The vendor agrees that it shall be deemed not to have exercised ordinary care if it has deviated from these established procedures agreed to under the Contract in executing a transfer without prior written authorization from the State Treasurer.

12. SUBMISSION CHECKLIST

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

Part I A– Technical Proposal Submission Requirements		Completed
Required number of Technical Proposals per submission requirements		
Tab I	Title Page	
Tab II	Table of Contents	
Tab III	Vendor Information Sheet	
Tab IV	State Documents	
Tab V	Attachment B – Technical Proposal Certification of Compliance with Terms and Conditions of RFP	
Tab VI	Section 3 – Scope of Work	
Tab VII	Section 4 – Company Background and References	
Tab VIII	Attachment G – Proposed Staff Resume(s)	
Tab IX	Other Information Material	
Part I B – Confidential Technical Submission Requirements		
Required number of Confidential Technical Proposals per submission requirements		
Tab I	Title Page	
Tabs	Appropriate tabs and information that cross reference back to the technical proposal	
Part II – Cost Proposal Submission Requirements		
Required number of Cost Proposals per submission requirements		
Tab I	Title Page	
Tab II	Cost Proposal	
Tab III	Attachment J - Cost Proposal Certification of Compliance with Terms and Conditions of RFP	
Part III – Confidential Financial Information Submission Requirements		
Required number of Confidential Financial Proposals per submission requirements		
Tab I	Title Page	
Tab II	Financial Information and Documentation	
CDs Required		
One (1)	Master CD with the technical and cost proposal contents only	
One (1)	Public Records CD with the technical and cost proposal contents only	
Reference Questionnaire Reminders		
Send out Reference Forms for Vendor (with Part A completed)		
Send out Reference Forms for proposed Subcontractors (with Part A and Part B completed, if applicable)		

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in separate binders marked “**Part I B Confidential Technical**” and “**Part III Confidential Financial**”.

The State will not be responsible for any information contained within the proposal. Should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

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

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in *Section 2 “ACRONYMS/DEFINITIONS.”*

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

Part I B – Confidential Technical Information			
YES		NO	
Justification for Confidential Status			

A Public Records CD has been included for the Technical and Cost Proposal			
YES		NO	

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

Company Name

Signature

Print Name

Date

This document must be submitted in Tab IV of vendor’s technical proposal

**ATTACHMENT B – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE
WITH TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with *all* the terms and conditions specified in this Request for Proposal.

YES _____ I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors *must* provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Company Name

Signature

Print Name

Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

This document must be submitted in Tab V of vendor’s technical proposal

ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

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

Vendor Company Name

Vendor Signature

Print Name

Date

This document must be submitted in Tab IV of vendor's technical proposal

ATTACHMENT D – CONTRACT FORM

The following State Contract Form is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in this form, as this is the standard contract used by the State for all services of independent contractors. It is not necessary for vendors to complete the Contract Form with their proposal.

If exceptions and/or assumptions require a change to the Contract Form, vendors *must* provide the specific language that is being proposed on *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP*.

Please pay particular attention to the insurance requirements, as specified in *Paragraph 16 of the embedded contract* and *Attachment E, Insurance Schedule for RFP 3095*.



ATTACHMENT D -
CONTRACT FORM.doc

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT E – INSURANCE SCHEDULE FOR RFP 3095

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

If exceptions and/or assumptions require a change to the Insurance Schedule, vendors **must** provide the specific language that is being proposed on **Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP**.



ATTACHMENT E -
INSURANCE SCHEDULE

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT F – REFERENCE QUESTIONNAIRE

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

INSTRUCTIONS TO PROPOSING VENDOR	
1.	Proposing vendor or vendor’s proposed subcontractor MUST complete Part A and/or Part B of the Reference Questionnaire.
2.	Proposing vendor MUST send the Reference Questionnaire to EACH business reference listed for completion of Part D, Part E and Part F.
3.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to: <div style="text-align: center;"> State of Nevada, Purchasing Division Subject: RFP 3095 Attention: Keli Hardcastle Email: rfpdocs@admin.nv.gov Fax: 775-684-0188 </div> <p>Please reference the RFP number in the subject line of the email or on the fax.</p>
4.	The completed Reference Questionnaire MUST be received <i>no later than 4:30 PM PT 03/25/14.</i>
5.	Business references are NOT to return the Reference Questionnaire to the Proposer (Vendor).
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor’s score in the evaluation process.



ATTACHMENT F -
REFERENCE QUESTIOI

To open the document, double click on the icon.

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ATTACHMENT G – PROPOSED STAFF RESUME

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff using the State format.



ATTACHMENT G -
PROPOSED STAFF RE

To open the document, double click on the icon.

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ATTACHMENT H – STATE OF NEVADA REGISTRATION SUBSTITUTE IRS FORM W-9

The completed form must be included in *Tab II, Financial Information and Documentation* of the *Part III – Confidential Financial Information* proposal submittal.



KTLVEN-05
Registration.doc

To open the document, double click on the icon.

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ATTACHMENT I – COST SCHEDULE

Vendors must provide the detail for all costs/fees associated with securities custody services using the attached Cost Schedule. The completed form must be included in **Tab II, Cost Proposal** of the **Part II – Cost Proposal** submittal.



ATTACHMENT I -
COST SCHEDULE.xls

To open the document, double click on the icon.

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please contact Nevada State Purchasing at
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**ATTACHMENT J – COST PROPOSAL CERTIFICATION OF COMPLIANCE
WITH TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with *all* the terms and conditions specified in this Request for Proposal.

YES _____ I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors *must* provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Note: Only cost exceptions and/or assumptions should be identified on this attachment. Do not restate the technical exceptions and/or assumptions on this attachment.

Company Name

Signature

Print Name

Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

**This document must be submitted in Tab III of vendor’s cost proposal.
This form MUST NOT be included in the technical proposal.**

ATTACHMENT K – INVESTMENT PORTFOLIOS



ATTACHMENT K -
CCSD.pdf



ATTACHMENT K -
EC.pdf



ATTACHMENT K -
ELKO.pdf



ATTACHMENT K -
FERNLEY.pdf



ATTACHMENT K -
GF.pdf



ATTACHMENT K -
HC.pdf



ATTACHMENT K -
LCSD.pdf



ATTACHMENT K -
LG.pdf



ATTACHMENT K -
LV.pdf



ATTACHMENT K -
NC.pdf



ATTACHMENT K -
PPCT.pdf



ATTACHMENT K -
PSF.pdf



ATTACHMENT K -
WINN.pdf

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ATTACHMENT L – INVESTMENT POLICIES



ATTACHMENT L - GF
POLICY.pdf



ATTACHMENT L -
LGIP POLICY.pdf



ATTACHMENT L -
NVEST POLICY.pdf



ATTACHMENT L - PSF
POLICY.pdf

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