

State of Nevada
Department of Business and Industry
Real Estate Division
3300 W Sahara Avenue
Suite 350
Las Vegas, NV 89102



Brian Sandoval
Governor

Sharath Chandra
Administrator

ATTACHMENT AA
SOLICITATION: CIC-REF-18-001
ALTERNATIVE DISPUTE RESOLUTION
REFEREE/ARBITRATOR PANEL

November 22, 2017

Marina Benn
State of Nevada
Department of Business and Industry
Real Estate Division
Office of the Ombudsman
For Common-Interest Communities and Condominium Hotels
Phone Contact: 702-486-4482
Fax Delivery: 702-486-4520 or Email Delivery: mbenn@red.nv.gov

Subject: Referee/Arbitrator Services

The State of Nevada, Real Estate Division is seeking proposals from qualified vendors for referee and arbitrator services for the Alternative Dispute Resolution program and statewide on an as needed basis. The State does not guarantee any minimum volume of services. The Division reserves the right to award contracts at the Division's sole discretion. It is the State's intent to enter into contracts with qualified referees and arbitrators, acting as independent contractors, who have experience in meeting the various needs of agencies. These needs will vary but may include, at a minimum, scope of work:

1. Must be a Certified Mediator (current within recertification requirements).
2. Must have a Nevada State Bar license number and good standing status.
3. Maintain a status of "good standing" with the State Bar of Nevada throughout the term of the contract.
4. Must have a minimum of two (2) years' experience with mediating disputes between parties in a professional capacity.
5. Must have training and experience with resolution of disputes concerning Associations, including, and without limitation, the interpretation, application and enforcement of covenants;

conditions and restrictions pertaining to residential property and the articles of incorporation; bylaws; rules and regulations of an association.

6. During the term of the contract, and within each fiscal year of July 1 through June 30, be available to attend up to (4) hours of instruction if requested by the Division without compensation from the State.
7. Notify the Division in writing of any scheduled or non-scheduled absences, vacations, or time periods the referee or arbitrator will not be available for assignment to a hearing.
8. Agree to update contractor's curriculum vitae or resume when necessary for posting on the Division's website.
9. Must not have any pending litigation against the State of Nevada within the last five (5) years.
10. Conduct referee program or arbitration proceedings and draft a decision regarding:
 - a) The interpretation, application or enforcement of any covenants, conditions or restrictions applicable to residential property, and/or any bylaws, rules or regulations adopted by an Association.
 - b) The procedures used for increasing, decreasing or imposing additional assessments upon residential property in a Home Owner Association (HOA).
11. Agree to notify the Division within three business (3) days after a claim is assigned if a conflict of interest exists with any party.
12. Must be available within the geographic location of the parties to the assigned claim.
13. Secure locations for referee or arbitration appointments that are accessible and amenable to all parties involved.
14. Receive referee program claims that have been assigned, and contact the parties involved within five (5) days of receiving the claim to schedule a hearing or to discuss whether the parties want to submit the claim without a hearing.
15. Not later than 5 days after appointment for an arbitration, contractor shall provide the parties an informational statement related to the arbitration of the claim pursuant to NRS 38.
16. Review all submitted documentation and issue a fair and impartial decision that is based upon the association's covenants, conditions, and restrictions and other governing documents, as well as NRS and NAC 116 and, for the referee program, any policies and procedures adopted by the Division.
17. Provide to the Division and the parties the written decision within 30 days of the conclusion of a hearing or from submission from the parties without a hearing. Contractor shall provide a detailed billing statement to the Division.
18. Charge a fee of no more than \$200.00 per hour, not to exceed \$1,000.00 per referee program proceeding. The cost of the referee program proceeding is paid by the Division.
19. Charge a fee of no more than \$300.00 per hour for arbitration proceedings to be paid by the parties to the arbitrator.

These contracts will be administered by the State of Nevada, Real Estate Division and are anticipated to commence February 01, 2018, upon Board of Examiners' (or Clerk of the Board) approval for an initial two (2) year period.

Your response should address, at a minimum, the following:

- The geographic regions you will provide service, i.e., statewide, rural, northern Nevada, southern Nevada
- A complete and notarized Referee/Arbitrator application
- A copy of your Mediator Certificate
- Nevada bar license number
- Copy of any Arbitrator certifications (if applicable)
- A current curriculum vitae or resume outlining education and experience
- Signed Attestations A and B
- Signed Attestation C
- A copy of your Certificate of Insurance (must provide the certificate of insurance identifying the coverages as specified in contract)
- A copy of an applicable city or county business license
- Contact person, and telephone number for service inquiries
- Provide a minimum of three references
- Company ownership and length of time in business
- Signed Cost Proposal
- Signed Referee Policies and Procedures
- Signed and notarized Affidavit of Rejection of Industrial Insurance Coverage (if applicable)

Attached to this request you will find the State's standard Contract for Services of Independent Contractor form for your review.

Questions regarding this solicitation should be sent to Marina Benn, in writing, no later than December 01, 2017. Questions may be sent by fax to 702-486-4520 or e-mail to mbenn@red.nv.gov. Responses will be provided in writing on or about December 08, 2017, to all vendors who submit questions.

Please provide your written proposal no later than December 22, 2017, at 5:00 pm, PST. Your proposal must be addressed to Marina Benn. Solicitation number **CIC-REF-18-001** must be noted on the outside of your envelope.

Should you have any questions please do not hesitate to contact me at 702-486-4482.

Sincerely,

Marina Benn

Marina Benn
CIC Supervisor
State of Nevada
Department of Business and Industry
Real Estate Division
Office of the Ombudsman
For Common-Interest Communities and Condominium Hotels

SAMPLE STATE CONTRACT FORM

The following State Contract Form is provided as a courtesy to vendors interested in responding to this solicitation. 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 response.

If exceptions and/or assumptions require a change to the Contract Form, vendors *must* provide the specific language that is being proposed.

[Short Form Contract.docx](#)

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. This sample copy is provided for your reference.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature

Date

Independent's Contractor's Title

Signature- State of Nevada

Date

Title

RMIns rev 03/08

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY - REAL ESTATE DIVISION
OFFICE OF THE OMBUDSMAN FOR COMMON-INTEREST COMMUNITIES AND CONDOMINIUM HOTELS
3300 W Sahara Ave Ste. 325 * Las Vegas, NV 89102
(702) 486-4480 * Toll free: (877) 829-9907 * Fax: (702) 486-4520
E-mail: CIOmbudsman@red.nv.gov <http://www.red.nv.gov>

ALTERNATIVE DISPUTE RESOLUTION
REFEREE / ARBITRATOR APPLICATION FORM
(Please Print or Type)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email address: _____

Phone number: _____ Cell: _____ Fax: _____

NEVADA BAR ID# _____ **Current Member Status:** _____
Must be in good standing

Company Information:

Name: _____

Ownership: Sole Proprietor Partnership Other: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Fax: _____ Email: _____

Qualifications:

List formal training on the hearing of cases/claims and issuance of decisions:

Course/Training Titles: _____

Date(s): _____ Number of Hours: _____

Provider Name/Address: _____

Completion Validation: _____

(Attach additional training if applicable)

Current Specialization(s): _____

List major area of specialization or subject expertise related to homeowner association knowledge/operation: real estate, CC&R's, bylaws, budgets, accounting, injuries, construction, insurance, etc., as well as NRS 116:

Please list foreign languages, or sign language, in which you have sufficient fluency to serve as a neutral:

Name of Mediation/Arbitration organization or service (If not applicable, please enter N/A):

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Member Since: _____

Geographic area I am able to conduct referee services:

- Reno/Carson/Tahoe Area
- Northeastern Nevada

- Central Nevada
- Greater Las Vegas Area

Fee and Expenses:

_____ I acknowledge that my rate will be a maximum of **\$200** per **hour**, not to exceed a total of **\$1,000** per Referee hearing.

_____ I acknowledge that Referee proceedings are subsidized to the extent funds are available.

_____ I CERTIFY that the above information and any other information I am submitting for this application is true and correct to the best of my knowledge and that I may be removed from the Referee panel or the approved Division Neutral List for intentionally falsifying the information provided. False certification may also subject me to civil or criminal penalties. I understand that all of the information provided is a public record. I agree to comply with all provisions of NRS Chapter 38.

_____ If I am listed on the Division Neutral List, I agree to perform resolution services to the best of my ability in an ethical and proper manner and in accordance with the time provisions of the Referee process.

_____ I acknowledge that unless otherwise agreed to by the parties, the referee is appointed on a rotating basis within the discretion of the Division.

_____ Signature _____ Print Name _____ Date _____

State of Nevada

County of _____

I certify that this is a true and correct copy of a document in the possession of: _____, (Name of person who presented document)

on _____ of _____, 20_____

Title (and Rank): _____

Printed Name: _____

My Commission Expires: _____

(SEAL)

Attestation A

**STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION
OFFICE OF THE OMBUDSMAN FOR COMMON-INTEREST COMMUNITIES
REFEREE / ARBITRATOR PROGRAM
SOLICITATION #CIC-REF-18-001**

**Declaration of Certification
of Nevada Revised Statutes (NRS) 116
and
Nevada Administrative Code (NAC) 116
(including R050-13 and R052-13)**

I _____,
(print name)

certify that I have read and understand the provisions, amendments, and revisions in chapter 116 of Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) identified above.

“I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.”

Executed on _____
Date *Signature*

Attestation B

**STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION
OFFICE OF THE OMBUDSMAN FOR COMMON-INTEREST COMMUNITIES
REFEREE / ARBITRATOR PROGRAM
SOLICITATION # CIC-REF-18-001**

**Declaration of Certification
of Nevada Revised Statutes (NRS) 38.300-.360 and
Nevada Administrative Code (NAC) 38.350**

I _____,
(print name)

certify that I have read and understand the statutes and amendments to Nevada Revised Statute (NRS) 38 and the Nevada Administrative Code (NAC) 38.

“I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.”

Executed on _____
Date *Signature*

Attestation C

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION
OFFICE OF THE OMBUDSMAN FOR COMMON-INTEREST COMMUNITIES
REFEREE / ARBITRATOR PROGRAM
SOLICITATION #CIC-REF-18-001

**Declaration of Certification
Specialization or Subject Expertise Related to
Associations of Residential Unit Owners**

I _____,
(print name)

have specialization or subject expertise related to associations of residential unit owners in *each* of the following categories:

- Real Estate, Covenants, Conditions and Restrictions (CC&R's)
- By-Laws
- Budgets and Accounting
- Homeowner Association Responsibilities and Liabilities
- Residential Unit Construction

“I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.”

Executed on _____
Date *Signature*

COST PROPOSAL

VENDOR _____

Contractor will provide services at a cost to the parties of no more than \$200.00 per hour, not to exceed a total of \$1000.00 per claim. Contractor's billing statement shall be sent to the contract monitor within 30 days of the completion of the hearing or from a decision that no hearing is necessary. Invoicing for services shall be itemized by: date and time. Contractor will invoice for referee program services based on hourly services, billed in 1/10th of an hour increments. Travel time is not billable.

Cost of services per hour \$ _____

Signature _____



DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION

CIOmbudsman@red.nv.gov
www.red.nv.gov

REFEREE POLICIES & PROCEDURES

I. FILING AND SUBMISSION OF CLAIMS AND RESPONSES

- a. Each Alternative Dispute Resolution (ADR) claim is filed on form #520 and is submitted to the Real Estate Division, along with a \$50.00 filing fee.
- b. On the claim form #520, the claimant will indicate that they would like to participate in the referee program by checking "Referee Program" on the form.
- c. After reviewing the list of available referees, the claimant will note their referee selection on page 3 of the claim form.
- d. If the claimant wishes to apply for subsidy, the completed form #668 will be submitted along with the claim.
- e. The claimant serves the respondent, who will then have 30 days to file a response with the Division and submit their \$50.00 filing fee. If the respondent wishes to apply for subsidy, the completed form #668 will be submitted along with the response.
- f. The respondent must agree to participate in the referee program on the respondent form #521 in order for the claim to proceed through the referee process.
- g. The respondent must note if they are in agreement with the claimant's selection of mediation or referee by selecting their method to resolution, either mediation or referee. (#521).
- h. If there is no response within 30 days of service, the claimant is forwarded a letter stating that the other party did not respond after being served – therefore, no referee hearing OR mediation will be scheduled.
- i. A claim that is closed due to lack of response may be reopened upon request from the claimant should a response be received within (1) year of closure without an additional claimant filing fee - allowing further opportunity for the parties to satisfy the requirements of NRS 38.310.

II. ASSIGNMENT OF REFEREE

- a. The respondent submits their response form to the Division that indicates whether they agree with the claimant's selection of referee. If they do not agree with the selection, one will be randomly assigned. If they are in agreement with the selection of referee, then that referee will preside over the claim.
- b. The Division will then forward an assignment letter, the claimant and respondent form and referee disclaimer form to the assigned referee.
- c. Upon receipt of the assignment letter and review of the forms, the referee will notify the Division, within in three (3) business days, if a conflict of interest exists with any party.

- d. Should there be no conflict of interest, the referee shall sign the referee disclaimer form and submit at the time the claim is closed
- e. Within three (3) days of assignment and review of the claim, contact both parties to set up a time and date for the hearing.
- f. Within five (5) days of a scheduled hearing the referee will request the parties provide additional documents relevant to the claim.

III. REFEREE PROCEEDINGS AND DECISION

- a. The referee reviews the assigned claim and conducts a hearing on the claim within 60 days of the claim being assigned. The date the claim is assigned to the referee is the date the Division mails the referee notice of the claim.
- b. The referee will either conduct a hearing with both parties or issue a decision based upon review of the submitted documents. After conducting a hearing or reviewing all pertinent documents related to the claim, the referee shall issue a written decision and award to the parties within 30 days of the hearing or from the date the parties agree to waive a hearing.
- c. The decision rendered is non-binding and either party may proceed with a civil court filing within 60 days after receiving the written decision and award. If neither party commences a civil action, the prevailing party may apply for a confirmation of the award with the proper court.
- d. Monetary awards may not exceed \$7,500 and attorney's fees may not be awarded from referee proceedings.
- e. Any statute of limitations applicable to a claim referred to a referee pursuant to NRS 38.350 is tolled from the time the claim is submitted to the Division until the issuance of the written decision and award from the referee.

IV. BILLING AND PAYMENT

- a. The Referee Program is fully subsidized by the Division as long as funds are available. Referees may request a deposit from each party for any unsubsidized amounts of up to \$500 prior to the start of referee proceedings. Any amounts that are unused by the referee must be returned to the party within 30 days of the conclusion of the referee hearing.
- b. Upon the provision of the non-binding decision to the parties, the Referee is to complete an 'Invoice' (form #631) and submit to the Division. Subsidy (up to \$500.00 per party) will be direct deposited into the referee's account on file with the State, up to 60 days after the receipt of the billing statement and decision.

This form is to be used if the awarded vendor is a sole proprietor and rejects the State's requirement of Workers Compensation.

Contact Risk Management for assistance at (775) 687-3188.

DEPARTMENT OF ADMINISTRATION

RISK MANAGEMENT

AFFIDAVIT OF REJECTION OF INDUSTRIAL INSURANCE COVERAGE

STATE OF _____)
) ss.
_____ COUNTY)

I, _____, being first duly sworn, depose and state as follows under penalty of perjury, and by my initials on each paragraph, I certify that I have read and understand each paragraph.

1. I make this affidavit for the purpose of rejecting industrial insurance coverage, pursuant to NRS 616B.627 and NRS 617.210, in connection with entering into a Contract with the State of Nevada or political subdivision of the State of Nevada. After reviewing those statutes and the definitions of "sole proprietor" in NRS 616A.310 and NRS 617.145, I believe I qualify to reject industrial insurance coverage, and I covenant that I will not knowingly do anything that would disqualify me from rejecting industrial insurance under those statutes, without first withdrawing this Affidavit of Rejection and obtaining all statutorily required industrial insurance coverage. _____

2. I am a sole proprietor, as defined by NRS 616A.310 and NRS 617.145, who will not use the services of any employees, subcontractors, or independent contractors in the performance of this Contract with the State of Nevada. _____

3. In accordance with the provisions of NRS 616B.659, I have elected to reject the industrial insurance terms, conditions, and provisions of NRS Chapters 616A to 616D inclusive. By doing so I acknowledge that if I incur an industrial injury or occupational disease in the performance of this Contract that I waive and will be disqualified to receive any workers' compensation coverage pursuant to Nevada law or the laws of any other state where I have waived coverage. _____

4. In accordance with the provisions of NRS 617.225, I have elected to reject the workers' compensation terms, conditions, and the provisions of NRS Chapter 617 as it relates to occupational diseases. By doing so, I acknowledge that if I incur an industrial injury or occupational disease in the performance of this Contract that I waive and will be disqualified to receive any workers' compensation or occupational disease benefits pursuant to Nevada law or the laws of any other state where I have waived coverage. _____

5. I acknowledge that the State of Nevada will not be considered to be my employer or the employer of my employees, subcontractors or independent contractors, if any; and that the State of Nevada is not liable as a principal contractor to me or my employees, subcontractors or independent contractors for any compensation or other damages as a result of an industrial injury or occupational disease incurred

in the performance of this Contract. _____

6. I acknowledge that by signing this waiver I am not eligible for any workers' compensation or occupational disease benefits that I may be otherwise eligible, in the performance of this Contract. I acknowledge that should I incur any industrial injury or occupational disease in the performance of this Contract that I will be responsible for any costs, including medical, disability and rehabilitation benefits that I may incur. _____

7. Prior to executing this affidavit, I have had a full and fair opportunity to answer any questions I may have had regarding industrial insurance or occupational disease benefits and liabilities under Nevada law, including the opportunity to consult with counsel of my choice, and this Waiver is made with full knowledge of any liabilities that may incur. _____

8. I have read the provisions of NRS Chapters 616A to 616D, inclusive, and NRS Chapter 617 and I am otherwise in compliance with the terms, conditions and provisions thereof. _____

9. I, _____, do hereby swear under penalty of perjury that the assertions of this affidavit are true. _____

NAME

SUBSCRIBED and SWORN to before me

by _____

this ____ day of _____ 20 ____.

Notary Public, in and for said
County and State