



**DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION**

INFORMAL SOLICITATION

October 18, 2024

Nevada Real Estate Educators/Instructors

Email delivery via Listserv to NRED-approved Real Estate Instructors
Posted on NRED website at <http://red.nv.gov>

Subject **Informal Solicitation for Bids to Instruct Real Estate Division’s Continuing Education “What Every Licensee Should Know” Course in Fiscal Year 2025**

Dear Real Estate Educator:

The State of Nevada, Real Estate Division (NRED or the Division) is seeking proposals from qualified vendors for developing and instructing the Division’s continuing education program’s “What Every Licensee Should Know” (WELSK) course in Las Vegas and Reno. It is the State's intent to enter into contracts with educators, 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

Services by Contractor:

- Help develop and update the latest WELSK course content, and conduct the course as prescribed by the approved course objectives, outline, curriculum, PowerPoint presentation and other course materials provided by the Division.
- Submit draft(s) to NRED for review and comment.
- Update and prepare the PowerPoint (or other) audio/visual or visual presentation and class handout, and submit to NRED for approval.
- Contractor will use the contractor's computer, software, other equipment and materials in the preparation of the course content.
- All content to be owned by the Division
- Over the duration of the contractor will instruct up to:
 - 12 classes instructed virtually and in Las Vegas and/or Reno.

- Classes in Reno and Las Vegas will be scheduled by the Division in a classroom setting and/or live-stream format.
- Utilize instructional techniques to effectively and timely cover the course content and encourage attendee participation.
- If, on the scheduled class date, none of the enrolled licensees attend within 15 minutes of the scheduled start time, the course shall be deemed cancelled. Contractor shall immediately notify the Division of the cancellation and shall be reimbursed \$120 upon submitting an invoice.
- Only Nevada real estate licensees, active and inactive, may receive a certificate for attending the course.
- Unless the Division provides a class monitor, Contractor will ensure that:
 - the Division-supplied attendance (sign-in) sheet is available at each scheduled class.
 - attendees fill in their times in and out, and sign and initial the log, as appropriate.
 - the Division-supplied evaluation report forms are distributed to attendees and completed evaluations are collected after each class.
 - the original sign-in sheets and evaluations are submitted to the Division with Contractor's billing for the class.
- Contractor will not delegate contractor's instructional obligation without prior approval by the Division.
- Provide own laptop and projector, if needed.
- Responsible for own transportation, travel and administration costs, if any, in connection with travel to the class location and performance of the contract.

Services by Division:

- With the assistance of the contractor, develop and approve course curriculum, including course objectives, timed outline, PowerPoint presentation, and student handouts.
- Provide a class monitor to oversee sign-ins, distribute handouts, and collect evaluation forms in Reno and Las Vegas.
- Schedule the dates and locations of the courses to be held in Reno, Las Vegas, and/or by live-stream, coordinating with Contractor to ensure availability to instruct on the scheduled dates and times.
- Promote offerings for all locations on the Division's online continuing education calendars.
- Take class pre-registrations for all locations and provide roster to the instructor at least 24 hours in advance of the class. Walk-in attendance will be allowed if seating capacity permits.
- Issue certificates of completion for all locations.
- An offering with less than twelve (12) pre-registrations will be cancelled and Contractor and registered licensees will be notified of the cancellation at least 24 hours in advance.
- Division will pay the Contractor within thirty (30) days after the receipt of:
 - an invoice;
 - where applicable, the original sign-in sheets and completed class evaluations.

Available Budget:

A flat fee funding amount of \$420 will be provided for each class instructed in Las Vegas and/or Reno. This funding will cover the following fees and expenses:

- The contractor's fee for developing and instructing the course both via live-stream and on location in Las Vegas and/or Reno as scheduled by the Division.
- Travel, transportation and administration costs, if any, in connection with travel to the class location and performance of the contract.
- Any additional fees, expenses, and costs accrued in developing and instructing WELSK course.

The Contract:

The WELSK program is a project of the Education and Research Fund. The continuing education course is sponsored by the Real Estate Division. The program will be available in live classes or live-streaming format to real estate licensees at no cost.

The WELSK contract will be administered by the Real Estate Division. The contract will commence upon approval by the Clerk of the Board of Examiners and will remain in effect through June 30, 2025.

Vendor's Response/Proposal

Vendor's response to this informal solicitation shall include, at a minimum, the following:

- The geographic location where Vendor will provide service – Reno and Las Vegas.
- A copy of Vendor's Nevada Real Estate License.
- A copy of Vendor's current Certificate of Insurance.
- A copy of Vendor's business license.
- Contact name, and telephone number for service inquiries.
- A minimum of three references.
- Company ownership and length of time in business.
- Vendor's curriculum vitae or resume detailing experience in real estate, property management and teaching that meets the instructor qualifications set forth in NAC 645.426.

Attached to this request you will find the State's standard Contract for Services of Independent Contractor form for your review. Please give special consideration to Attachment BB, as this identifies the insurance limits contracted vendors will be expected to maintain for the life of the contract.

In order to bid for this contract, you **must** register as a vendor on [NevadaEPro](https://nevadaepro.com). Vendors must be registered in [NevadaEPro](https://nevadaepro.com) to respond to bid solicitations posted by the State of Nevada. [NevadaEPro](https://nevadaepro.com) is available to register your company to receive future solicitation notifications, respond to solicitations, provide quotes, and receive purchase orders or contracts. Go to <https://nevadaepro.com>.

Please direct questions from the NevadaEPro registration to State Purchasing at <https://nevadaepro.com>. State Purchasing can be contacted at (775) 684-0170 or nevadaepro@admin.nv.gov.

Questions regarding this solicitation may be emailed to Annalyn Carrillo, Education & Information Officer, at annalyn.carrillo@red.nv.gov no later than **October 31, 2024**. Your questions will be answered as they are received.

Please provide your written response no later than November 4, 2024, at 5:00 PM, PST when bidding will close. Send your response to Annalyn Carrillo, Education & Information Officer, 3300 W. Sahara Avenue, Las Vegas, NV 89102.

Sincerely,

Annalyn Carrillo

Annalyn Carrillo
Education & Information Officer

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.

Please pay particular attention to the insurance requirements, as specified in Paragraph 12 of the embedded contract which will be contained in **Attachment BB, Insurance Schedule**.



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ATTACHMENT BB - INSURANCE SCHEDULE

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

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

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

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

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

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

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

- C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(State of Nevada Representative's Name & Address)**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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