

**CLARK COUNTY WATER RECLAMATION DISTRICT
CLARK COUNTY, NEVADA**

**REQUEST FOR PROPOSAL
RFP NO. 906-11**



*The
"Clean
Water Team"*

SUSTAINABLE RETURN ON INVESTMENT ANALYSIS

5857 E. FLAMINGO ROAD, LAS VEGAS, NEVADA 89122

CLARK COUNTY WATER RECLAMATION DISTRICT

REQUEST FOR PROPOSAL (RFP)

RFP NO. 906-11

Sustainable Return on Investment Analysis

The Clark County Water Reclamation District (OWNER) is soliciting proposals from qualified PROPOSERS to provide Sustainable Return on Investment Analysis.

Proposals will be received at the Clark County Water Reclamation District, Attn: Jean Hutton, Purchasing & Contracts Department, 5857 East Flamingo Road, Las Vegas, Nevada 89122 on, or before the Proposal Receipt Date of **May 30, 2011** at, or before the Proposal Submittal Time of **2:00:00 p.m.** local time for the **Sustainable Return on Investment Analysis**. A Pre-Proposal Conference is scheduled for **May 18, 2011** at **1 p.m.** local time at the Clark County Water Reclamation District facility location specified above. Attendance at this meeting is strongly recommended. Proposals must be time clock recorded upon receipt at or before the Proposal Submittal Time on the Proposal Receipt Date. Proposals received after Proposal Submittal Time and Date will be deemed late. Proposals may not be withdrawn after the closing time.

RFP packages are available upon request by contacting Jean Hutton at (702) 668-8097.

Written request for interpretation, clarification and/or additional information must be received in writing no later than **4:30 p.m.** on **May 20, 2011**. Written questions that, at the discretion and in the judgment of the OWNER require a response, will be answered in writing. Written answers or any changes to the RFP will be by way of an addendum. The OWNER will transmit addenda to all PROPOSERS who received the RFP package. In addition, any and all addenda will be made available at the District's website at www.cleanwaterteam.com/bid.

Questions regarding proposal solicitation, selection process and award are to be directed to Purchasing and Contracts, Attention: Jean Hutton at (702) 668-8097.

Selected PROPOSERS may be asked to present their proposals and/or to demonstrate ability to provide services requested by the RFP to OWNER'S representatives at the OWNER'S facility in Las Vegas. PROPOSERS shall bear all costs for such presentations.

The OWNER encourages all PROPOSERS to consider the utilization of local/small/minority/women-owned/ and physically challenged business suppliers, service providers, consultants, and contractors in all of its projects and proclaims its continuing efforts and desires that these businesses be provided the maximum opportunity to participate in the performance of this project.

PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

PUBLISHED:

Las Vegas Review Journal

May 4, 2011 and May 11, 2011

GENERAL CONDITIONS
RFP NO. 906-11
Sustainable Return on Investment Analysis

SECTION 1: DEFINITIONS, BACKGROUND, INTRODUCTION AND OTHER

1.01 DEFINITIONS

The term "OWNER," as used throughout this document will mean the Clark County Water Reclamation District, Las Vegas, Nevada, and sometimes referred to herein as CCWRD and DISTRICT. The term "BOT" as used throughout this document will mean the Board of County Commissioners - Ex officio Board of Trustees, Clark County Water Reclamation District, which is the Governing Body of the Clark County Water Reclamation District. The term "PROPOSER" as used throughout this document will mean firm, consultant, bidder or the respondents to this Request for Proposal. The term "RFP" as used throughout this document will mean Request for Proposal. The term "Proposal" as used throughout this document will mean a response to this RFP to provide the services requested herein. The term "Sustainable Return on Investment (SROI) Analysis" as used throughout this document is defined as the analysis of full value of a project by assigning monetary values to all costs and benefits – economic, social and environmental. Outside of the context of this RFP, this analysis is sometimes referred to as "Return on Sustainability", "Social and Environmental Return on Investment" or "Triple Bottom Line Return on Investment" all of which shall mean Sustainable Return on Investment Analysis for the purpose of this document.

1.02 BACKGROUND

The present facilities of the Clark County Water Reclamation District (DISTRICT) provide sanitary sewer service to the urban areas in the unincorporated portion of Clark County, Nevada, including the resort hotels on the Las Vegas "Strip." Additionally, numerous commercial and light manufacturing enterprises and residential areas are served. The DISTRICT also operates sewer service facilities, which are physically independent of the DISTRICT's principal facilities in certain outlying areas of the County, including the towns of Blue Diamond, Laughlin, Overton (within the Moapa Valley), Searchlight, and Indian Springs. Most of the DISTRICT's facilities are in the Las Vegas metropolitan area and consist of a network of pipelines for the collection of wastewater and facilities for the treatment of wastewater.

The DISTRICT has recently initiated a long term program to become *power neutral* or produce power in excess of the facilities' needs. A potential first step toward this goal is building a 20 MW solar generation system at the central plant, which is the largest of the six facilities using 10 MW of energy each day to treat the approximately 100 MGD of influent.

Protecting the environment and community has always been focus of DISTRICT staff, and has played a large role when developing the five-year capital improvement program (CIP). The purpose of the program is to assess capital needs, define costs, establish priorities, and improve planning. As important as the environmental and social benefit are in prioritizing projects, it is the economic benefits that become the deciding factor. A sustainable return on investment

(SROI) analysis should provide the missing link when evaluating and prioritizing projects. SROI's key feature is that it monetizes social and environmental impacts related to projects, in addition to the traditional cost-benefit-analysis which only assesses the economic or financial impact.

1.03 PURPOSE

The DISTRICT's ultimate purpose is to answer three questions:

1. Would building a 20 MW on-site solar power generation system provide economic, social and environmental value?
2. Is building such a system consistent with the long-term goal of becoming *power neutral*?
3. Is SROI the right tool to use in evaluating and prioritizing projects?

1.04 METHOD OF ACQUIRING SERVICES

The method of engaging the successful PROPOSER will be by the initial contract (EXHIBIT B). The contract attached hereto is for information purposes. A finalized contract will be issued to the successful PROPOSER upon notification of award. Prior to commencing any additional work not specified herein, supplemental agreements for major scope changes will be presented to the BOT as appropriate, for approval and execution.

1.05 PROCESS FOR CONSULTANTS SELECTION

The proposals considered in the selection process will be evaluated by a Consultant Selection Advisory Committee (CSAC) according to the criteria presented in Section 2.02.

The CSAC will evaluate the proposals utilizing the proposal evaluation criteria. Following evaluation of the technical proposals, the CSAC will recommend to either select a PROPOSER based solely on the proposals or to interview the highest-rated PROPOSERS. The DISTRICT, because of time constraints and depending upon the thoroughness of the proposals, may at its sole option award a contract based upon the initial proposal submittal. Do not assume there will be an opportunity for submittal of additional information. Submit your proposal as if it were your "best and final offer." If the selection is made solely on the proposals, the DISTRICT will initiate negotiations and will send a letter to all PROPOSERS informing them of the DISTRICT'S selection.

Following the selection of the highest rated PROPOSER, the DISTRICT will negotiate contractual terms, level of effort, and scope of services with the highest rated PROPOSER and upon successful negotiations, an award recommendation will be made to the BOT. Contract award will be made to the PROPOSER whose proposal best complies with the RFP and will be the most advantageous to the DISTRICT, as indicated by the final score based on the evaluation of technical proposal and interview if requested.

1.06 TENTATIVE DATES AND SCHEDULE

The following is the proposed schedule for this project:

May 4 & 11, 2011	Advertise and Issue Request for Proposal
May 18, 2011	Pre-Proposal Conference (1:00 p.m. local time at 5857 E. Flamingo Road, Las Vegas)
May 20, 2011	Close of Questions (4:30 p.m. local time)
May 30, 2011	Deadline for Receipt of Proposals (2:00:00 p.m. local time)
May 31, 2011 – June 3, 2011	Evaluation by Consultant Selection Advisory Committee
June 6 – 7, 2011	Interviews (if necessary)
July 5, 2011	Obtain BOT approval to negotiate contract
August 2, 2011	Obtain BOT approval to award contract
August 9, 2011	Notice to Proceed (NTP) issued
August 16, 2011	Kick-off meeting

The DISTRICT reserves the right to adjust these milestone activities and dates as needed.

The services requested in this RFP are of high importance to the DISTRICT. The successful PROPOSER is hereby informed that the DISTRICT expects the services requested herein to commence within seven (7) calendar days of the NTP.

SECTION 2: PROPOSAL

2.01 REQUESTS FOR INFORMATION

The RFP contains the instructions governing the proposals to be submitted and the material to be included therein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.

Any requests for **procedural** clarification or additional information regarding the submission of this RFP shall be directed to:

Jean Hutton
Purchasing and Contracts Department
Clark County Water Reclamation District
5857 East Flamingo Road
Las Vegas, Nevada 89122
PHONE (702) 668-8097
FAX (702) 668-9090
e-mail: jhutton@cleanwaterteam.com

Requests for **technical** information shall be directed to:

Cheryl Edwards
Business Services
Clark County Water Reclamation District
5857 East Flamingo Road
Las Vegas, Nevada 89122
PHONE (702) 668-8044
e-mail: cedwards@cleanwaterteam.com

DISTRICT will not accept any questions after 4:30 p.m. on May 20, 2011. The questions and answers shall be issued to all firms who attended the pre-proposal meeting and were initially issued the RFP. The DISTRICT will provide all answers in written form.

2.02 PROPOSAL CONTENT AND SUBMISSION REQUIREMENTS

This RFP is designed to provide respondents with sufficient information to enable them to prepare and submit proposals for consideration by the DISTRICT.

PROPOSERS are encouraged to submit clear responses to the RFP. OWNER reserves the right to include the selected proposal, or parts thereof, in the final contract. Due to the need for an expedited review of proposals and selection of a PROPOSER, PROPOSERS are cautioned against submitting excessive and extraneous material not directly responsive to the content requirements and evaluation factors specified in the RFP.

Proposals should provide a straightforward and concise presentation adequate to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of contents. Responsiveness to the RFP will be a principal basis for evaluation.

The following information **MUST** be included in each Proposal properly identified/tabbed, and will form the basis of the evaluation. The point numbering system will be used as one of the evaluation criteria. (The point number is the weight of each criterion.) At the discretion of the OWNER, interviews may be conducted to obtain additional information regarding the proposal. If an interview is conducted the Purchasing and Contracts Department will provide time and date to those PROPOSERS invited to participate.

PROJECT MANAGER/KEY PERSONNEL - 40 points

- Include qualifications of the Project Manager (PM) and Key Personnel ;
- Include PM and Key Personnel (both prime and sub-consultants, if any) previous experience in preparing sustainable return on investment analysis or similar study/analysis within the past 5 years and provide references; Identify specific knowledge and experience with the sustainable return on investment process;
- Describe capacity to accomplish work within a limited period of time. Include record of experience of the PM and Key Personnel in performing sustainable return on investment analysis or similar study/analysis within required time frames;

- Include record of experience of the PM and Key Personnel in being responsive to the clients' requests;
- Provide resumes of the PM & Key Personnel assigned to the study and other staff personnel available to support the study. Provide an organizational chart illustrating the relationship between the Project Manager, Key Personnel and other support staff. Particular attention should be given to the Proposer's organization which provides internal service for supporting the study team, and facilitates quality assurance auditing of the study work;
- Indicate if the PM and Key Personnel working on the study are locally based

OVERALL QUALIFICATIONS OF FIRM - 20 points

- At a minimum, provide the following information relative to your firm. Similar information must be provided for each Sub-Proposer and/or joint venture member, if any.
 - (1) Firm name and business address, including telephone and fax number
 - (2) Indication of whether the firm has a current Clark County business license;
- Provide a brief description of the overall qualifications and experience of your firm and of the project team connected with preparing SROI analysis or similar study/analysis;
- Describe experience of your firm in community relations, including evidence of sensitivity to citizen concerns and ability to communicate effectively with citizens, elected officials, and staff professionals;
- Provide examples [not more than five (5)] of similar assignments accomplished by your team within the last ten years. The examples should include the nature of your involvement in the study, any special environmental, political or technical problems involved in the assignment, how the problems were resolved, the name and telephone phone number of the owner's representative in charge of the study, the consultant's contracted amount for the services, the total cost, and when the study was performed. Include the record of quality of work previously performed by the firm for the DISTRICT and other agencies;
- Provide a list of past and present clients for contracts on SROI analysis or similar projects.

SERVICE APPROACH - 35 points

The proposed service approach should include the following:

- A statement of service understanding. Outline firm's understanding of the study and summarize the basic approach to the Sustainable Return on Investment Analysis.
- A management/technical approach that should describe the utilization of specific methodologies and techniques to perform the tasks outlined in **EXHIBIT A – Scope of Work**. Clearly explain reasons for modifications or expansions of tasks. Description should enable the DISTRICT to assess the Proposer's capability to conduct this study in a structured and efficient fashion.

- Provide a detailed description of all tasks that will be completed throughout the duration of the service considering all aspects of the study.
- Describe your ability to tailor a Sustainable Return on Investment Analysis to meet the requirements and needs of the DISTRICT.

QUALITY CONTROL PROCEDURES - 5 points

The proposed quality control procedures should include the following:

- A summary of the internal quality control procedures.
- A cover sheet to the DISTRICT, indicating the name of the service and the document to be issued for the purpose of RFP review.

2.03 SUBMISSION OF PROPOSAL

PROPOSERS are requested to submit one (1) unbound copy and six (6) bound copies of the proposal. The proposal must be received no later than 2:00:00 p.m. local time, May 30, 2011 at the Purchasing and Contracts Department. Responses shall be addressed as follows:

The following are detailed delivery/ mailing instructions for proposals:

(Hand Delivery and U.S. Mail Delivery)
 Clark County Water Reclamation District
 Attn: Jean Hutton
 Purchasing and Contracts Department
 5857 E Flamingo Rd.
 Las Vegas, NV 89122

Regardless of the method used for delivery, PROPOSER(S) shall be wholly responsible for the timely delivery of submitted proposals.

All proposals must be submitted in a sealed envelope plainly marked with the name and address of the PROPOSER and the RFP number and title. No responsibility will be attached to the OWNER or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. FAXED PROPOSALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

Proposals may be either mailed or hand-delivered. If the proposal is sent by mail to the Purchasing and Contracts Department, the PROPOSER shall be responsible for actual delivery of the proposal to the proper department before the deadline. Any proposals received after the deadline will be deemed late.

The proposal must contain the signature of a duly authorized officer or agent of the PROPOSER'S company empowered with the right to bind the PROPOSER.

All proposals become the property of OWNER upon receipt of same by OWNER. The content of all proposals will be kept confidential until an award is made, after which the content will no longer be kept confidential, except as provided herein.

Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified shall be sealed and submitted to the Purchasing and Contracts Department prior to the proposal submission deadline.

2.04 WITHDRAWAL OF PROPOSAL

PROPOSER(S) may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Contracts Administrator in writing or a proposal release form has been properly filled out and submitted to Purchasing and Contracts Department. Proposals must be re-submitted and time-stamped in accordance with the RFP document in order to be accepted.

No proposal may be withdrawn for a period of 120 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period.

If a PROPOSER intended for award withdraws their proposal, that PROPOSER may be deemed non-responsible if responding to future solicitations.

2.05 OBJECTIVE OF REQUEST FOR PROPOSAL

The objective of this RFP is to provide sufficient information to enable qualified PROPOSERS to submit written proposals. The RFP is not a contractual offer or commitment to purchase products or services.

All information must be legible. Any and all corrections and or erasures must be initialed. Each proposal shall be accompanied by a transmittal letter signed in ink by an authorized representative of the PROPOSER. The contents of the proposal submitted by the successful PROPOSER of the RFP may become part of any contract awarded as a result of this solicitation.

2.06 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held at 1:00 p.m. local time on May 18, 2011 at the 5857 E. Flamingo Road, Conference Room 106, Las Vegas, NV 89122. The purpose of the Pre-Proposal Conference is to review the RFP document and answer any pertinent questions.

2.07 AWARD OF CONTRACT

Contract(s) may be negotiated with PROPOSER(S) whose proposal is determined to be most responsive to OWNER'S needs and most advantageous to OWNER, based on the criteria described herein, all as solely determined by OWNER. Award of contract may be made without discussion after proposals are received. Proposals should, therefore, be submitted initially on the most favorable terms. OWNER reserves the right to reject any or all proposals and to award contract in whole or in part.

2.08 ADDENDA TO THE REQUEST FOR PROPOSAL

If it becomes necessary to revise any part of this RFP, an addendum will be provided to all PROPOSERS who were initially issued RFP for this requirement.

2.09 RESPONDENT RESPONSIBILITY FOR PROPOSAL COSTS

OWNER is not liable for any cost incurred by any PROPOSER associated with the preparation of a proposal or the negotiation of a contract for services prior to the issuing of the contract.

Selected PROPOSERS may be asked to present their proposals and/or to demonstrate ability to provide products or services to OWNER'S representatives at the OWNER'S facility in Las Vegas. The PROPOSERS shall bear all costs for such presentations.

2.10 ECONOMY OF PROPOSALS

PROPOSERS must submit a complete and concise response to the RFP, which will be retained by OWNER. Proposals should be prepared simply and economically, while providing complete details of the PROPOSER'S abilities to meet the requirements of this RFP.

2.11 SUBSTANTIVE PROPOSALS

The PROPOSER shall certify (a) that PROPOSER'S proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that PROPOSER has not directly or indirectly induced or solicited any other PROPOSERS to put in a false or sham proposal; (c) that PROPOSER has not solicited or induced any other person, firm, or corporation to refrain or abstain from submitting a proposal; and (d) that PROPOSER has not sought by collusion to obtain for themselves any advantage over any other PROPOSERS or over OWNER.

2.12 PROPOSALS BINDING

PROPOSERS are advised that proposals shall be binding upon the PROPOSER for one hundred and twenty (120) calendar days from the proposal due date. A PROPOSER may withdraw or modify their proposal any time prior to the proposal due date by a written request, signed in the same manner and by the same person who signed the proposal.

2.13 DISCLOSURE OF PROPOSAL CONTENT

If a proposal contains information that the PROPOSER does not want disclosed to the public, or used for any purpose other than the evaluation of this offer, all such information must be indicated with the following or similar statement:

"The information contained on pages_____,_____,_____ shall not be duplicated, used in whole or in part for any purpose other than to evaluate the proposal provided; that if a contract is awarded to this firm, as a result of the submission of such information, OWNER shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit OWNER'S right to use the information contained herein if obtained from another source."

All material provided to OWNER during the RFP process and contract negotiation and administration may be used without restriction by OWNER in the future. Please be specific about any exceptions PROPOSER may have to this provision.

In the event that a proposal is rejected, OWNER reserves the right to use any of the concepts or ideas contained therein without incurring any liability.

2.14 NOTIFICATION

Each PROPOSER submitting a proposal in response to this RFP will be notified in writing as to acceptance or rejection of their proposal. OWNER plans to release such letters within seven (7) calendar days of BOT approval. OWNER may delay this action if it is deemed to be in the best interests of OWNER.

2.15 RIGHT TO REJECT PROPOSALS AND NEGOTIATION

OWNER reserves the right to reject any and all proposals and to waive any formality in proposals received, to accept or reject any or all of the items in the proposal, and award the contract in whole or in part, and to request services not listed in this RFP, if it is deemed in OWNER'S best interest.

OWNER reserves the right to negotiate any and all elements of the proposal, if such action is deemed to be in the best interest of OWNER.

SECTION 3: ADMINISTRATIVE REQUIREMENTS

3.01 GENERAL TERMS AND CONDITIONS

The general terms and conditions listed herein shall govern any contract(s) ensuing from this RFP.

3.02 TAXES

OWNER, as a governmental unit, is exempt from any and all taxes.

3.03 CONTACTS WITH OWNER DURING RFP PROCESS

Communication between a PROPOSER and a member of the BOT or between a PROPOSER and a non-designated Owner contact regarding the selection of a proponent or award of this contract is prohibited from the time the RFP is advertised until the item is posted on an agenda for the selection of a proponent or award of the contract. Questions pertaining to this RFP shall be addressed to the designated contact(s) specified in the RFP document. Failure of a PROPOSER, or any of its representatives, to comply with this paragraph may result in their proposal being rejected.

3.04 TERM

The contract term shall be determined at the time of contract negotiations. The Owner reserves the option to extend this contract from its expiration date for any reason.

3.05 APPROPRIATION OF FUNDS

OWNER'S obligations under this Agreement are expressly subject to appropriation and/or approval of funds by its Board of Trustees. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the OWNER'S obligations under a resulting contract, or appropriated funds may not be expended due to the Board of Trustees spending limitations, then this Agreement shall thereafter become null and void by operation of law, and the OWNER shall thereafter have no liability for compensation or damages to the PROPOSER in excess of the OWNER'S authorized appropriation for the resulting Contract or the applicable spending limit, whichever is less. The OWNER shall notify the PROPOSER as soon as reasonably possible in the event of non-appropriation or in the event a spending limitation becomes applicable.

The funds appropriated for this contract are equal to or exceed the contract amount for the period in which this contract was awarded. For work to be completed in subsequent fiscal years, if any, the OWNER will notify the PROPOSER of the appropriation of funds for such work after the adoption of the OWNER'S annual appropriation ordinance for those years.

The PROPOSER and the OWNER agree and acknowledge as a part of this RFP, that no change order or other form of order or directive may be issued by the OWNER which requires additional compensable work to be performed, which work causes the aggregate amount payable under a resulting contract to exceed the amount appropriated for the work requested herein, unless the PROPOSER has been given a written assurance by the OWNER that lawful appropriations to cover the cost of the additional work have been made or unless such work is covered under a remedy-granting provision in a resulting contract.

3.06 INSURANCE

Prior to performance of any work issued by OWNER, and prior to Notice to Proceed, the PROPOSER shall procure and maintain at its own expense during the entire term of the Agreement (see **EXHIBIT C**), the following insurances:

1. Workman's Compensation, Statutory limits
2. General Liability Insurance, \$1,000,000
3. Automobile Liability, \$1,000,000

The selected PROPOSER shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, unless PROPOSER is a Sole Proprietor and shall be required to submit an affidavit (**EXHIBIT D**) indicating that it has not elected to be included in the terms, conditions

and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

3.07 INVOICING

All invoices are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within 90 calendar days of completion of the work and must be approved by OWNERS technical representative. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within 30 calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative.

Invoices can be submitted electronically to accountspayable@cleanwaterteam.com.

All invoices should include the following information:

- Complete name and address (including street, city, state, and zip code) of PROPOSER, or company.
- Telephone Number
- Itemized services rendered (including dates)
- OWNER'S Purchase Order Number
- **RFP Number and Name**
- Itemized pricing and total amount due (excluding Sales and Use Tax)
- Company's Invoice Number

The selected PROPOSER is responsible to insure that all invoices submitted for payment are in strict accordance with the price(s) offered as a final negotiation. All invoices are to be submitted separately by project name and number. If overcharges are found, the OWNER may declare the selected PROPOSER in breach of the contract, terminate the contract, and designate the selected PROPOSER as non-responsible if responding to future invitations to bid. **OWNER reserves the right to return any and all incomplete invoices unpaid.**

3.08 ETHICAL BEHAVIOR

Notwithstanding the PROPOSER'S obligation to comply with all requirements, terms and conditions contained in this contract, the selected PROPOSER is encouraged to conduct an ongoing program to ensure the selected PROPOSER is aware of, understands and practices ethical behavior and conducts itself in an unbiased and objective manner. Situations may arise where the selected PROPOSER may be directed to review documentation, participate in discussions, and help execute actions or otherwise exert influence on decisions which could involve competitors. In such situations, involved PROPOSER shall refrain from making any statement or taking action which could be construed as demonstrating bias against a competitor.

3.9 ASSIGNMENT/SUBLETTING

Selected PROPOSER **will not** have the right to assign and/or sublet in whole or in part its rights,

duties or responsibilities in regards to this contract. Any such attempt of assignment or subletting will void this contract.

3.10 COMPLIANCE WITH LAW

Selected PROPOSER warrants that in the performance of this contract, it will comply with all applicable U.S. Department of Transportation regulations on hazardous materials and any other pertinent federal, state, or local statutes, laws, rules, or regulations; and

Selected PROPOSER further agrees to save OWNER harmless from any loss, damage, fine, penalty, or expense whatsoever that OWNER may suffer as a result of PROPOSER'S failure to comply with this warranty. The foregoing is in addition to and not in mitigation of any other requirements of this contract.

3.11 SUPERVISION

To avoid the occurrence or perception of a personal services contract, the selected PROPOSER shall not be directly supervised by OWNER. All assignments and work instructions shall be issued by the OWNER'S technical representative to the PROPOSER for completion. If the selected PROPOSER believes any OWNER'S action or communication given could be construed as OWNER directing the supervision of PROPOSER, the PROPOSER shall immediately notify the OWNER'S Contracts Administrator, in writing, of this situation.

3.12 PUBLIC RECORDS

The OWNER is a Public Agency as defined by State Law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of the Owner's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by the OWNER may not be disclosed until the proposal is recommended for award of a contract.

3.13 INDEMNITY

The selected PROPOSER agrees to indemnify OWNER and to hold OWNER harmless against any and all claims, action, or demands against OWNER and against any and all damages, liabilities, or expenses, including attorney fees, for injury to or death of any person and for loss of or damage to any and all property, arising out of the negligent acts, errors or omissions of CONSULTANT under this AGREEMENT.

3.14 WORK/PROJECTS ISSUED

Any work and/or projects assigned during the effective period of this contract and not completed within that period shall be completed by the selected PROPOSER within the timeframe negotiated between the OWNER'S technical representative and PROPOSER. This contract shall govern the PROPOSER'S and OWNER'S rights and obligations with respect to that work/project to the same extent as if the work/project was completed during the contract's effective period

provided that the selected PROPOSER shall not be required to perform any services under this contract after the end of the period of performance.

3.15 DISCLOSURE OF OWNERSHIP/PRINCIPALS

Any PROPOSER recommended for award of a contract by the BOT is required to provide the information on the attached “Disclosure of Ownership/Principals” form, **EXHIBIT E**. Failure to fill out the subject form by the PROPOSER may be cause for rejection of their proposal.

3.16 CONTRACT

A sample of the OWNER’S Standard Contract is attached (Exhibit B) for information purposes. Any proposed modifications to the terms and conditions of the Standard Contract are subject to review and approval.

3.17 GENERAL FORMAT

All proposals shall contain concise written material and illustrations. Legibility, clarity and completeness are essential. All submittals must use 8-1/2” by 11” portrait format, but may be supplemented using 8-1/2” by 11” landscape or 11” by 17” illustrations. Twelve-point Arial font, written in English, shall be used. All submittals must have the following tabbed headings and be limited to the length indicated:

- Proposal Transmittal Letter
- Project Manager/Key Personnel (5 pages maximum)
- Overall Qualifications of Firm/Team (5 pages maximum)
- Project Approach (5 pages maximum)
- Quality control procedures Summary (2 pages maximum)

References and resumes should be included in an Appendix. Resumes are to be no longer than two pages each. Marketing brochures (maximum of 5 pages), if included, should also be included in an Appendix.

Your proposal shall not exceed a total of 17 pages, excluding the transmittal letter and Appendix.

The RFP, and the successful PROPOSER’S proposal, will become part of the contract. In the event of any conflict between the RFP and the Proposal, the RFP will govern. The successful PROPOSER is expected to enter into a contract with the DISTRICT.

EXHIBIT A

RFP NO. 906-11

**SCOPE OF SERVICES FOR
SUSTAINABLE RETURN ON INVESTMENT ANALYSIS**

Following is a preliminary scope of work. The consultant is requested to develop a detailed scope of work.

1. Prepare a SROI analysis on the District's proposed 20 MW on-site solar power generation facility:
 - A comprehensive 'triple bottom line' analysis considering all of the relevant costs and benefits (environmental, social, and economic) of the project over its life cycle.
2. Prepare a draft report for District review and a presentation to District staff.
3. Prepare a final report.

**EXHIBIT B – SAMPLE AGREEMENT
CONSULTANT SERVICES AGREEMENT**

CLARK COUNTY WATER RECLAMATION DISTRICT

AND

This AGREEMENT is dated and entered into this _____ day of _____ 2011, by and between **CLARK COUNTY WATER RECLAMATION DISTRICT**, (hereinafter referred to as "OWNER") and _____, (hereinafter referred to as "CONSULTANT"), to provide _____, **CCWRD PROJECT NO.** _____ (hereinafter referred to as "PROJECT").

WITNESSETH

WHEREAS, the CONSULTANT is qualified in accordance with the State of Nevada and has the personnel and facilities necessary to perform and furnish services to accomplish the required work within the required time.

NOW, THEREFORE, in consideration of the promises and mutual obligations hereafter set forth, OWNER and CONSULTANT agree as follows:

AGREEMENT

1. EFFECTIVITY AND CONSENT

This AGREEMENT is entered into by OWNER for the purpose of retaining the services of _____ as a CONSULTING SERVICE. This AGREEMENT is conditioned on the CONSULTANT'S assent to, and strict compliance with, all of the terms and conditions stated below.

2. ORDER OF PREFERENCE

In the event of any conflict and/or inconsistencies, the controlling document shall be determined by the following order of precedence:

- A. This AGREEMENT
- B. Exhibit A: Scope of Services, CONSULTANT'S Proposal dated _____,
- C. Exhibit B: Fee Schedule dated _____.
- D. Exhibit C: Insurance Requirements
- E. Exhibit D: Disclosure of Ownership/Principals
- F. Exhibit E: District Travel Policy for Contractors/Consultants

3. COMPLIANCE WITH LAWS

- A. By execution of this AGREEMENT, CONSULTANT does (for each individual performing services under this AGREEMENT) now so certify and promise full compliance with the provisions of all certifications, forms, contractual provisions, and laws and regulations pertaining to the performance of services by CONSULTANT.
- B. CONSULTANT agrees to defend, indemnify and hold OWNER harmless from any claim, suit, loss, cost, damage, expense (including attorney's fees) or liability by reason of CONSULTANT'S violation of any such law, order or regulation. Nothing in this AGREEMENT or in any requirement under this AGREEMENT shall be construed to mean that CONSULTANT should perform such work in violation of any law, statute, code, or ordinance.

4. PERIOD OF PERFORMANCE

- A. CONSULTANT agrees for the consideration hereinafter mentioned, upon receipt of the Notice to Proceed, to provide _____ services. The schedule set forth is not more than ____ calendar days as a period of time which may reasonably be required to complete the services identified in **Exhibit A**.
- B. The period of performance hereunder shall commence upon receipt of Notice to Proceed and shall terminate on _____, 200___. OWNER shall not be responsible for work performed beyond the term of this AGREEMENT.
- C. Owner reserves the right to extend this AGREEMENT for up to one (1) year from its termination date for any reason, if the AGREEMENT is performed to the OWNER'S satisfaction. During the initial AGREEMENT period, and any subsequent renewal periods, CONSULTANT agrees to provide services as required by the OWNER within the scope of the AGREEMENT. CONSULTANT will not be paid for work and/or services performed beyond the termination date without prior written approval of OWNER. All CONSULTANT proposed time extensions must obtain prior written approval of OWNER. OWNER shall not be responsible for work and/or services performed by CONSULTANT during the proposed extension period without prior written approval.

5. CONFLICT OF INTEREST

CONSULTANT may, from time to time, provide similar financial consulting services to other state and local government entities. OWNER does not object to such representation in transactions that do not directly or indirectly involve the OWNER. In all other regards, CONSULTANT shall abide by and perform its duties in accordance with the ethics of the

financial services profession and all federal, state and municipal laws, regulations and ordinances regulating the provision of this service, and shall notify the OWNER prior to entering into any engagement which creates the appearance of a conflict of interest.

6. PROJECT MANAGER

That the CONSULTANT shall assign _____, (an employee) as _____ for the _____ services. The CONSULTANT'S primary contact with OWNER shall be _____, referred to hereinafter as the Project Manager.

7. COMPENSATION FOR SERVICES

OWNER agrees, in consideration of the said work, to pay or cause to be paid to the CONSULTANT, at a not to exceed (NTE) amount of \$ _____ for work described in **Exhibit A**, Scope of Services. Such compensation will be paid in monthly installments from invoices submitted by the CONSULTANT in accordance with the CONSULTANT'S fee schedule (Exhibit B) which is attached hereto and made part of this AGREEMENT.

- A. Upon satisfactory completion by CONSULTANT of the services called for under the terms of the AGREEMENT, and upon acceptance of such work by OWNER which acceptance will not be unreasonably withheld, CONSULTANT will, within sixty (60) days of OWNER's receipt of such request, be paid the unpaid balance of any money due for such work, including the retained percentages.
- B. OWNER may withhold any payment or portion thereof which is disputed until such time as the dispute is resolved without paying any interest associated with the payments withheld.

- C. Request for payment shall be submitted on company letterhead. Payments by OWNER will be made within 30 days of receipt of said invoices for services provided within the performance term of this AGREEMENT. Requests for Payment not in compliance with the requirements of this section shall be returned to the CONSULTANT for correction and re-submittal.
- D. Invoice requests should include only services rendered in the current billing period. Requests consisting of charges for services rendered after the current billing period will be rejected and returned unpaid.
- E. Invoicing for contract requirements are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within ninety (90) calendar days of completion of work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within thirty (30) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative. In accordance with NRS 244.250 OWNER shall not provide payment on any invoice CONSULTANT submits after six (6) months from the date CONSULTANT performs services, or provides deliverables or milestones. All invoices should include the following information:
- a. Company Name
 - b. Complete Address (including street, city, state, and zip code)
 - c. Telephone Number
 - d. Contact person
 - e. Itemized description of services rendered (including dates)
 - f. OWNER'S Purchase Order Number
 - g. Company's Tax Identification Number

- h. Project and RFP Number
- i. Itemized pricing and total amount due (excluding Sales and Use Tax)
- j. Company Invoice Number

CONSULTANT is responsible to insure that all invoices submitted for payment are in strict accordance with the price(s) offered in the Agreement. If overcharges are found, OWNER may declare CONSULTANT in breach of contract, terminate the Agreement, and designate CONSULTANT as non-responsible if responding to future requests for proposal.

- F. In the event that the OWNER agrees to pay for any of the CONSULTANT'S travel expenses directly related to this Work the following parameters shall apply: CONSULTANT shall only receive reimbursement in amounts that are consistent with applicable travel guidelines established by the OWNER in the attached Travel Policy for Contractors/Consultants (Exhibit E). OWNER reserves the right to reject any and all expenses it considers not directly related to the work required herein. Original receipts are required to be submitted with invoices for all transportation (airfare/bus/rail), rental car, airport parking fees, and fuel. Fuel cost is reimbursed for rental cars only. No overhead and/or profit shall be permitted.

8. LIMITATION OF OBLIGATION

- A. OWNER agrees to pay CONSULTANT for the services described in the Scope of Work (Exhibit A) for the not to exceed (NTE) amount of _____ as set forth in paragraph 7 above. The OWNER's obligation to pay CONSULTANT cannot exceed the NTE amount. It is expressly understood that the entire work defined in Exhibit A must be completed by the CONSULTANT and it shall be the CONSULTANT's responsibility to ensure that hours and tasks to be worked are properly budgeted so the entire Project is completed for said NTE amount. Any increase to the NTE

amount will be via a written amendment to be signed by the OWNER's authorized representative or designee and the CONSULTANT. Refer to Paragraph 22.

Amendments and Notices below.

- B. In the event of termination, OWNER'S sole obligation hereunder shall be limited to the payment by OWNER to CONSULTANT of charges incurred hereunder prior to the date of expiration or termination, but in any event, not in excess of the funding limitation specified in paragraph 7.

9. INDEPENDENT CONTRACTOR

- A. CONSULTANT shall be subject to and operate under all applicable Federal Enactments and those of the State of Nevada regarding Industrial Employment and Insurance and expressly covenants and agrees that the CONSULTANT'S employees engaged on the work hereunder are not, and shall not be treated or considered as, the servants and employees of the OWNER.
- B. Neither this AGREEMENT nor CONSULTANT'S performance hereunder shall constitute or create an employee/employer relationship. CONSULTANT shall not be eligible for any benefits applicable to active employees of OWNER. CONSULTANT shall act solely as an independent CONSULTANT, not as an employee or agent of OWNER. CONSULTANT'S authority is limited to providing consulting services, and CONSULTANT shall have no authority, without the express written consent of OWNER, to incur any obligation or liability, or make any commitments on behalf of OWNER.

10. INDEMNIFICATION

CONSULTANT shall require its consultants and its sub consultants by contract to indemnify and hold OWNER harmless against any and all claims, action, or demands against OWNER and against any and all damages, liabilities, or expenses, including attorney fees, for injury to or death of any person and for loss of or damage to any and all property, arising out of the negligent acts, errors or omissions of CONSULTANT under this AGREEMENT.

11. PROPRIETARY INFORMATION

OWNER may, from time to time, furnish CONSULTANT with literature, data, or technical information which OWNER considers necessary to the CONSULTANT for the performance of services pursuant to this AGREEMENT. In the event any of the furnished material is proprietary, OWNER shall so inform CONSULTANT and CONSULTANT agrees to disclose this information only to individuals or organizations approved by OWNER. CONSULTANT also agrees to return all such materials as OWNER may request upon expiration or termination of this AGREEMENT, whichever shall occur first.

12. CERTIFICATIONS AND REPRESENTATIONS

In performing this AGREEMENT, CONSULTANT agrees to comply with applicable laws and regulations and to not make or permit to be made or knowingly allow a third party to make any improper payments, or to perform any unlawful act.

13. THIRD PARTY BENEFIT

This AGREEMENT is not intended and shall not be construed or deemed to be an AGREEMENT for the benefit of any third party or parties, and no third party or parties shall have a right of action hereunder for any cause whatsoever.

14. PERSONAL PERFORMANCE REQUIREMENT

CONSULTANT shall personally perform the consulting services described and shall not assign to any third party the performance obligation or any rights to compensation or benefits accruing to CONSULTANT under this AGREEMENT without the written consent of OWNER.

15. GRATUITIES/KICKBACKS

No gratuities (in the form of entertainment, gifts or otherwise) or kickbacks shall be offered or given by CONSULTANT, to any employee of OWNER with a view toward securing favorable treatment as a CONSULTANT.

16. RECORDS

The CONSULTANT agrees to retain for a period of three (3) years from final payment hereunder, books, records, documents and other evidence pertaining to the costs and expenses of this AGREEMENT (hereinafter collectively called the "records") to the extent and in such detail as shall properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which payment is claimed under the provisions of this AGREEMENT. The CONSULTANT agrees to make available at the office of the CONSULTANT at all reasonable times during such retention period any of the records for inspection, audit or reproduction by any representative authorized by OWNER.

17. TERMINATION

- A. This AGREEMENT may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party; but only after the other party is given:
1. not less than ten days, written notice of intent to terminate; and

2. an opportunity for consultation with the terminating party prior to termination.
- B. In the event of termination, with or without cause, OWNER'S obligations shall be limited to fees earned and expenses incurred by CONSULTANT to the effective date of termination. Any reports in progress at the time of termination, for cause or otherwise, shall be submitted by CONSULTANT to OWNER at no additional fee.
- C. This AGREEMENT shall terminate immediately and all payments due shall be forfeited if, in rendering services hereunder, improper payments are made, unlawful conduct is engaged in, or any part of the fee or expenses payable under this AGREEMENT is used for an illegal purpose.
- D. This AGREEMENT may be terminated in whole or in part by the OWNER for its convenience; but only after the CONSULTANT is given thirty (30) days written notice.

18. INSURANCE

- A. Prior to performance of the work described herein, and prior to Notice to Proceed, the CONSULTANT shall procure and maintain at its own expense during the entire term of the Agreement (refer to **Exhibit C**), the following insurances:
1. Workman's Compensation, Statutory limits
 2. General Liability Insurance, \$1,000,000
 3. Automobile Liability, \$1,000,000
- B. In addition, prior to performance of the work CONSULTANT shall furnish to OWNER a certificate of insurance as evidence of the existence of the above insurance coverage in amounts not less than the amounts specified above.

- C. CONSULTANT insurance required hereunder shall be primary coverage for all claims arising from or as a result of CONSULTANT performance hereunder. OWNER shall be identified as an additional insured on the CONSULTANT General Liability and Automobile Liability Insurance Policy(ies).

Except as specifically set forth herein, the insurance requirement specified herein does not relieve the CONSULTANT of its responsibilities nor limit the amount of its liability to OWNER or other persons and the CONSULTANT is encouraged to purchase such additional insurance as it deems necessary.

19. ENTIRE AGREEMENT

This AGREEMENT contains the entire AGREEMENT and understanding of the parties hereto and supersedes all other oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty statement or representation of any kind whatsoever which is not expressly stated in this AGREEMENT, has been made by any party hereto or its officers, employees, or other agents to induce execution of the AGREEMENT.

20. ASSIGNMENT

Any attempt by CONSULTANT to assign or otherwise transfer any interest in this AGREEMENT without the prior written consent of the OWNER shall be void.

21. SUBCONTRACTS

CONSULTANT without prior written approval of the OWNER shall not subcontract this agreement.

22. AMENDMENTS AND NOTICES

- A. Only the Project Manager or the OWNER'S Procurement Representative has the authority to make changes to or amendments to this Agreement on behalf of OWNER and to effect deviations (by the way of additions or deletions) from the work herein specified. Changes to or amendments to this agreement shall have no effect unless they are in writing and signed by the OWNER'S authorized representative or designee and the CONSULTANT.
- B. Except as otherwise specifically provided herein, any notices to be furnished by CONSULTANT to OWNER or by OWNER to CONSULTANT shall be sent by mail or facsimile addressed respectively as follows:

To OWNER:

CLARK COUNTY WATER RECLAMATION DISTRICT
Attn: Cheryl Edwards, Business Services
Attn: Jean Hutton, Purchasing Analyst II
5857 E. Flamingo Road
Las Vegas, Nevada 89122
PHONE (702) 668-8044; (702) 668-8097
FAX (702) 668-9090

To CONSULTANT:

Consultant
Attn:
ADDRESS
CITY, STATE, ZIP CODE
PHONE ()
FAX ()

23. DISCLOSURE OF OWNERSHIP/PRINCIPALS

Any CONSULTANT recommended for award of a contract by the Board of Trustees is required to provide the information on the attached "Disclosure of Ownership/Principals" form, **Exhibit D**. Failure to fill out the subject form by the CONSULTANT may be cause for rejection of Proposal.

24. ACCEPTANCE OF WORK

- A. It is agreed by both CONSULTANT and OWNER that the payment and acceptance of any payment under this AGREEMENT shall not constitute a final acceptance of the work, but that final acceptance shall be made by the OWNER'S representative, Mr. Richard Mendes, General Manager, of the Clark County Water Reclamation District.
- B. OWNER'S representative may delegate any or all of his responsibilities under this AGREEMENT to appropriate staff members and shall so inform CONSULTANT by written notice before the effective date of each such delegation.

25. WAIVER

The failure of OWNER in any one or more instances to insist upon performance of any of the provisions of this AGREEMENT shall not be construed a waiver of such provisions with regard to future performance.

26. REMEDIES

The rights and remedies provided herein shall be cumulative and in addition to any other rights and remedies provided by law or equity.

27. GOVERNING LAW

Nevada Law shall govern the interpretation, enforcement and resolution of disputes concerning the performance or non-performance of the AGREEMENT.

28. SIGNATURE AUTHORIZATION

All signatures hereto warrant PARTIES have full power and legal right to enter into and carry out this AGREEMENT.

29. FISCAL FUNDING OUT

Owner reasonably believes that funds can be obtained sufficiently to make all payments during the term of this contract. If OWNER does not allocate funds to continue the purchase of the products and/or services this contract shall be terminated when appropriated funds expire.

30. RIGHT TO MARKET

The District does not participate in any advertisements that directly or imply an endorsement by the District, or that the work done on the District's behalf may be summarized or reported for a business purpose.

31. FAIR EMPLOYMENT PRACTICES

As provided in NRS 338.125, it is unlawful for any contractor in connection with the performance of work under a contract with a public body, when payment of the contract price, or any part of such payment, is to be made from public money, to refuse to employ or to discharge from employment any person because of his race, color, creed, national origin, sex, sexual orientation or age, or to discriminate against a person with respect to hire, tenure, advancement, compensation or other terms, conditions or privileges of employment because of his race, creed, color, national origin, sex, sexual orientation or age.

In connection with the performance of work under this contract, the contractor agrees not to 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.

Any violation of such provision by a contractor constitutes a material breach of contract.

32. ATTORNEY FEES

In any action brought to enforce this AGREEMENT, the prevailing party is entitled to reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed this day and year first above written:

**CLARK COUNTY WATER
RECLAMATION DISTRICT**

By:

RICHARD MENDES
General Manager

By:

BRIDGETTE McINALLY
Financial Services Manager

NAME OF THE FIRM

By:

CONTACT PERSON
Title

**APPROVED AS TO LEGALITY ONLY:
DAVID ROGER, DISTRICT ATTORNEY**

By:

CAROLYN CAMPBELL
Deputy District Attorney

EXHIBIT C - INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, PROPOSER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

1. Format/Time: The Proposer shall provide Owner with Certificates of Insurance, per the sample format (page C-3), for coverages as listed below, and endorsements affecting coverage required by this Contract within 10 calendar days after the award by the Owner. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
2. Best Key Rating: The Owner requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
3. Owner Coverage: The Owner, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. The Proposer's insurance shall be primary as respects the Owner, its officers and employees.
4. Endorsement/Cancellation: The Proposer's general liability insurance policy shall be endorsed to recognize specifically the Proposer's contractual obligation of additional insured to Owner and must note that the Owner will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.
5. Aggregate Limits: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than **\$2,000,000**.
6. Commercial General Liability: Subject to paragraph 5 of this Exhibit, the Proposer shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.
7. Automobile Liability: Subject to paragraph 5 of this Exhibit, the Proposer shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Proposer and any auto used for the performance of services under this Contract.
8. Workers' Compensation: The Proposer shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Proposer that is a Sole Proprietor shall be required to submit an affidavit (**Exhibit D**) indicating that the Proposer has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
9. Failure To Maintain Coverage: If the Proposer fails to maintain any of the insurance coverages required herein, Owner may withhold payment, order the Proposer to stop the work, declare the Proposer in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the Proposer or deduct the amount paid from any sums due the Proposer under this Contract.
10. Additional Insurance: The Proposer is encouraged to purchase any such additional insurance as it deems necessary.
11. Damages: The Proposer is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the Proposer, their subcontractors or anyone employed, directed or supervised by Proposer.

EXHIBIT C - INSURANCE REQUIREMENTS

12. Cost: The Proposer shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
13. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the Clark County Water Reclamation District, Purchasing, Attention: Insurance Coordinator. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.
14. Insurance Form Instructions: The following information must be filled in by the Proposer's Insurance Company representative:
 1. Insurance Broker's name, complete address, phone and fax numbers.
 2. Proposer's name, complete address, phone and fax numbers.
 3. Insurance Company's **Best Key Rating**.
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) General Aggregate (\$2,000,000)
 - (E) Products-Completed Operations Aggregate (\$2,000,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) Each Occurrence (\$1,000,000)
 - (H) Fire Damage (\$50,000)
 - (I) Medical Expenses (\$5,000)
 5. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Description: RFP _____ for Clark County Water Reclamation District (must be identified on the initial insurance form and each renewal form).
 8. Certificate Holder:
Clark County Water Reclamation District Purchasing
c/o Purchasing and Contracts Department
5857 E Flamingo Rd.
Las Vegas, Nevada 89122
 9. Nevada Resident Agent Signature

EXHIBIT C - INSURANCE REQUIREMENTS

ISSUED DAY (MM/DD/YY)

CLARK COUNTY WATER RECLAMATION CERTIFICATE OF INSURANCE

PRODUCER

1. **INSURANCE BROKER'S NAME, ADDRESS, CONTACT NAME, PHONE & FAX NUMBERS**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

3. BEST'S RATING

COMPANY A
LETTER

COMPANY'S

COMPANY B
LETTER

BEST RAY

COMPANY C
LETTER

PARSON

COMPANY D
LETTER

COMPANY E
LETTER

INSURED

2. **SUCCESSFUL BIDDER'S NAME, ADDRESS, PHONE & FAX NUMBERS**

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
3.	GENERAL LIABILITY	(A)	(B)	(C)	GENERAL AGGREGATE	\$ (D) 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$ (E) 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY	\$ (F) 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$ (G) 1,000,000
	<input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE				FIRE DAMAGE (Any one fire)	\$ (H) 50,000
	<input type="checkbox"/> INDEPENDENT CONTRACTOR				MED. EXPENSE (Any one person)	\$ (I) 5,000
	AUTOMOBILE LIABILITY	(J)	(K)	(L)	COMBINED SINGLE LIMIT	\$ (M) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> GARAGE LIABILITY					
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASE POLICY LIMIT	\$
					DISEASE EACH EMPLOYEE	\$
	PROFESSIONAL LIABILITY				AGGREGATE	\$

DESCRIPTION OF CONTRACT: NUMBER AND NAME OF CONTRACT

CERTIFICATE HOLDER

CLARK COUNTY WATER RECLAMATION DISTRICT
C/O PURCHASING AND CONTRACTS DIVISION
5857 E. FLAMINGO ROAD
LAS VEGAS, NV 89122

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

9. NEVADA RESIDENT AGENT (NRS 680A.300)

EXHIBIT D - AFFIDAVIT

NAME OF FIRM

I, _____, on behalf of my company, _____,
being (Name of Sole Proprietor), (Legal Name of Company) duly sworn, depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this contract, identified as RFP No. _____, entitled _____;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County Water Reclamation District from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, _____,
by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

EXHIBIT E – DISCLOSURE OF OWNERSHIP/PRINCIPLES INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners (“BCC”) in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting ‘Other’, provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

Minority Owned Business Enterprise (MBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

Women Owned Business Enterprise (WBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

Physically-Challenged Business Enterprise (PBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

Small Business Enterprise (SBE):

An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the “Doing Business As” (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm.

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean).

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

EXHIBIT E- DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/>	<input type="checkbox"/>	
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise			
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:			Website:			
City, State and Zip Code:			POC Name and Email:			
Telephone No:			Fax No:			
Local Street Address:			Website:			
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name Email:			
Number of Clark County Nevada Residents Employed:						

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
_____	_____	_____
_____	_____	_____
_____	_____	_____

This section is not required for publicly-traded corporations.

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature

Title

Print Name

Date

EXHIBIT E- DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

EXHIBIT E- DISCLOSURE OF RELATIONSHIP

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

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