

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

**REQUEST FOR PROPOSAL
RFP NO. 719-08**



*The
"Clean
Water Team"*

**POLICIES AND PROCEDURES TECHNICAL
WRITING SERVICES**

5857 E. FLAMINGO ROAD, LAS VEGAS, NEVADA 89122

CLARK COUNTY WATER RECLAMATION DISTRICT
REQUEST FOR PROPOSAL
RFP NO. 719-08
POLICIES AND PROCEDURES TECHNICAL WRITING SERVICES

The Clark County Water Reclamation District (OWNER) is soliciting proposals from qualified PROPOSERS for **POLICIES AND PROCEDURES TECHNICAL WRITING SERVICES**.

Proposals will be received at the Clark County Water Reclamation District, Attention: Valerie Vian, Purchasing & Contracts Department, 5857 East Flamingo Road, Las Vegas, Nevada 89122 on, or before **April 16, 2008** at **1:00 P.M. PST** for **POLICIES AND PROCEDURES TECHNICAL WRITING SERVICES**. Proposals submitted must be time-stamped upon receipt no later than 1:00 p.m. of the proposal receipt date. Proposals time-stamped after the date and time for receiving proposals will be returned unopened to the PROPOSER. Proposals may not be withdrawn after the closing time.

OWNER is requesting proposals from qualified firms within the Las Vegas Valley and if selected must maintain an office and staff in the Las Vegas, Nevada area for consultation.

Written requests for interpretation, clarification and/or additional information must be received in writing no later than close of business **April 11, 2008**, addressed to Valerie Vian, Purchasing and Contracts Department at the address specified above.

Written questions that, at the discretion and in the judgment of the OWNER suggest a formal response, will be answered in writing. Written answers or any amendments to the RFP will be by way of an addendum. The OWNER will transmit addenda to all PROPOSERS who received the RFP package.

RFP packages are available on the District website www.cleanwaterteam.com/bid or by contacting Valerie Vian at 702-639-5767.

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. The PROPOSERS shall bear all costs for such presentations.

The District desires that Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) have a maximum opportunity to participate in the performance of District projects. MBE and WBE firms are encouraged to bid on District projects.

PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

PUBLISHED:
Las Vegas Review Journal
DATE: 4/8/2008

GENERAL CONDITIONS
RFP NO. 719-08
POLICIES AND PROCEDURES TECHNICAL WRITING SERVICES

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.

1.02 BACKGROUND

The Clark County Water Reclamation District, originally named the Clark County Sanitation District, was organized as a general improvement district under the Nevada Revised Statutes in 1954, and as such is a political subdivision of the state. In January 2003, the District changed its name to the Clark County Water Reclamation District to better reflect its mission. The right to levy taxes, sell bonds, create assessment districts and the right of eminent domain all have been granted to the DISTRICT. The elected seven-member Board of County Commissioners govern the District as ex-officio trustees of the DISTRICT who have the power to set rates and charges. Bond covenants provide that rates and charges be sufficient to cover operation and maintenance costs and general expenses, including principal and interest payments on outstanding bonds.

The present facilities of the 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.

1.03 INTRODUCTION

The mission of Clark County Water Reclamation District is to manage reclaimed water as a resource. Our vision is to be recognized as the "Best run 'business' in the community." The Financial Services team recognizes that it plays a major role in the realization of that vision. Clear and concise documentation of policies and procedures will assist in promoting the hallmarks of "best business practices." Documented standard operating procedures and work instructions will empower employees with the necessary tools to provide customers with

excellent customer responsiveness and will foster ethical and effective business practices. The District seeks the services of a qualified technical writing service with experience in the documentation of policies, procedures and work instructions as outlined in the attached scope of work.

1.04 PURPOSE

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

1.05 CONTRACTING AGENCY

The contracting agency for this requirement is the Clark County Water Reclamation District. The office location is as follows:

5857 East Flamingo Road
Las Vegas, Nevada 89122
Telephone: 702-434-6600

1.06 PROPOSAL CONTENT

- The District requires the PROPOSER to submit a concise proposal clearly addressing all of the requirements outlined in this RFP
- Methodology – The District recommends that the PROPOSER use the approach addressed in Exhibit A, Scope of Services, to provide the services being requested. The end results of the services is to provide the District with a final draft of new policies, procedures and work instructions.
- Scope of Work - Details with specific task descriptions to demonstrate that the proposer has considered all aspects of the Project and that the PROPOSER will cover them thoroughly. Refer to Exhibit A, Scope of Services.
- Personnel – Submit resumes of the individual(s) assigned to the Project and other staff personnel available to support the Project.
- Submit descriptions of similar assignments which were conducted by the PROPOSER.
- Any PROPOSER 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 E**. Failure to fill out the subject form and submit with the proposal may be cause for rejection of proposal.

1.07 METHOD OF ACQUIRING SERVICES

The method of engaging the policies and procedures technical writing services consultant will be by the initial contract (EXHIBIT B). Prior to commencing any additional work not specified herein, supplemental agreements for major scope changes will be presented to the Board of Trustees as appropriate, for approval and execution.

1.08 PROCESS FOR CONSULTANT SELECTION

The proposals considered in the selection process will be evaluated by a Consultant Selection Advisory Committee (CSAC) according to the criteria and point system presented under Section 2.02, 'Proposal Submission Requirements'. 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, costs and fees, level of effort, and scope of services, and upon successful negotiations, an award recommendation will be made to the DISTRICT Board. Contract award will be made to the PROPOSER whose proposal best complies with the Request for Proposal 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.

Proposal Evaluation

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.

Proposal Selection

The DISTRICT reserves the right, without qualification, to:

- Select any proposal as a basis for written or oral communication with any or all of the companies or individuals when such action is considered to be in the best interest of the DISTRICT,
- Reject all proposals, and
- Exercise discretion and apply its judgment with respect to any proposals submitted.

Consultant Selection Procedure

The following is an outline of the procedures the DISTRICT will use in the selection process:

1. Organize the CSAC (Advisory Committee).
2. Members of the Advisory Committee may include some or all of the following: District officials and staff, other local public entities and staff, and Districts Consultants.
3. The Advisory Committee will review the proposals submitted by the prospective PROPOSERS.
4. The Advisory Committee will select the proposals which best qualify based on the following factors:
 - Experience of the firm and project manager and team in policies and procedures technical writing services.
 - Record of experience of the firm, and project manager and team in preparing policies and procedures within required time frames.
 - Record of experience of the firm and project manager in being responsive to the client's requests.
 - Record of quality of work previously performed by the firm for the DISTRICT and other agencies.
 - Ability to communicate effectively with staff.
 - Geographic location of the principal offices to the DISTRICT of the firm and proximity of staff working on the Project.
5. The Advisory Committee may select one firm or interview selected firms and then make the final selection. Rankings are given to firms interviewed. Fees and costs will not be discussed with the PROPOSERS during the selection interview process.
6. If a contract cannot be negotiated for this Project, the negotiations with the selected PROPOSER shall be terminated in writing and negotiations shall be started with the next highest rated PROPOSER.

The Purchasing Specialist will notify the selected PROPOSER of the approval to award by the BOT.

1.09 TENTATIVE DATES AND SCHEDULE

The following is the proposed schedule for this service:

4/8/2008	RFP advertised
4/11/2008	Deadline for receipt of written requests for interpretation, clarification and for additional information
4/16/2008	Deadline for receipt of proposals (1:00 p.m.)
4/18/2008	Selection made by Advisory Committee
5/5/2008	Interviews – select proposer/consultant. <u>Negotiation with highest rated proposer to follow.</u>
5/7/2008	Final selection made
6/3/2008	BOT approval obtained to select and award contract
6/3/2008	Notice of Award issued
6/9/2008	Notice to Proceed (NTP) issued to successful proposer. Notice to Proceed will be issued upon receipt of a completed Insurance Certificate.

1 week after NTP - Kick-off meeting

The District reserves the right to adjust these milestone activities and dates to serve the District's needs.

SECTION 2: PROPOSAL

2.01 REQUESTS FOR INFORMATION

The Request for Proposal (RFP) contains the instructions governing the proposals to be submitted and the material to be included therein; mandatory requirements which must be included to be eligible for consideration; and other requirements to be included in each proposal.

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

Valerie Vian, Purchasing Specialist
Purchasing and Contracts
Clark County Water Reclamation District
5857 East Flamingo Road
Las Vegas, Nevada 89122
Phone No. (702) 639-5767 / Fax No. (702) 450-4411
e-mail: vvian@cleanwaterteam.com

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

Bridgette McNally, Manager
Financial Services
Clark County Water Reclamation District
5857 East Flamingo Road
Las Vegas, Nevada 89122
Phone No. (702) 639-5671 / Fax No. (702) 450-4411
e-mail: bmcinally@cleanwaterteam.com

2.02 PROPOSAL SUBMISSION REQUIREMENTS

The following information must be included in each Proposal 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 for each criterion.) At the discretion of the DISTRICT, interviews may be conducted to obtain additional information regarding the proposal.

KEY PERSONNEL - 50 points

- Staff qualifications and experience.
- Specific knowledge and experience in policies and procedures technical writing services.
- Capacity to accomplish work within a limited period of time.
- Specific experience and references for policies and procedures technical writing services accomplished within the past 5 years.
- List location, dates of service, summary of the results, and primary point of contact at the organization for reference contact.

PROJECT APPROACH - 35 points

The proposed project approach should include the following:

- A statement of project understanding.
- A management/technical approach that should describe the utilization of specific methodologies and techniques to perform the tasks outlined in **EXHIBIT A – Scope of Services**. Clearly explain reasons for modifications or expansions of tasks.
- Provide a detailed description of all tasks that will be completed during the duration of the service.

QUALITY CONTROL PROCEDURES - 15 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 four (4) bound copies of the proposal. The proposal must be received no later **1:00 P.M. PST, April 16, 2008** at the Purchasing and Contracts Department and be addressed as follows:

(Hand Delivery and U.S. Mail Delivery)
Clark County Water Reclamation District
Attn: Valerie Vian
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 on the outside “Proposal Enclosed” with the name and address of the PROPOSER and the RFP number and title. No responsibility will attach 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 returned unopened.

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. This RFP provides prospective firms with sufficient information to enable them to prepare and submit proposals for a Contract to provide the requested services or work.

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 90 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 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, considering cost as well as other factors 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, based on technical requirements only. OWNER reserves the right to reject any or all proposals and to award the contract in whole or in part.

2.07 ADDENDA TO THE REQUEST FOR PROPOSAL

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

2.08 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.

2.09 SUBSTANTIVE PROPOSALS

The PROPOSER shall certify that: (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 bid; (c) that PROPOSER has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing a bid; and (d) that PROPOSER has not sought by collusion to obtain for themselves any advantage over any other PROPOSERS or over OWNER.

2.10 PROPOSALS BINDING

PROPOSERS are advised that proposals shall be binding upon the PROPOSER for sixty (60) 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.

2.11 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.

All proposal marketing and promotional documentation supplied as part of the PROPOSER'S proposal may be included as addenda to any final contract that may result with said proposal.

2.12 DISCLOSURE OF OWNERSHIP/PRINCIPALS

Any PROPOSER 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 E**. Failure to fill out the subject form and submit with the proposal may be cause for rejection.

2.13 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 five (5) days of Board of Trustees approval. OWNER may delay this action if it is deemed to be in the best interests of OWNER.

2.14 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 to 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

At this time, the contract term is contingent upon final negotiations with the successful Proposer. The defined terms of this requirement will be addressed within the initial contract between Owner and successful Proposer.

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
4. Professional 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.

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)
- Clark County Water Reclamation District 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 on company letterhead indicating service name, RFP number and period (date) billed. 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 **shall not** assign and/or sublet in whole or in part any right, duty or responsibility under this contract. Any such attempt of assignment or subletting shall 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 hold 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 for the PROPOSER for completion. If the selected PROPOSER believes any OWNER 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.

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). Accordingly, 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 hereby 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 the selected PROPOSER under this AGREEMENT.

3.14 WORK/SERVICES ISSUED

Any work and/or services to be completed during the effective period of this contract and not completed within that period shall be completed by the selected PROPOSER within the additional 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/service to the same extent as if the work/service 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 CONTRACT

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

3.16 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 Manger – In Charge / Key Personnel, (5 pages maximum)
- Overall Qualifications of Firm/Team (5 pages maximum)
- Service Approach (5 pages maximum)
- Quality control procedures Summary (1 cover sheet, 2 pages maximum for the prime consultant and 1 page maximum per each sub-consultant. A total maximum of 5 sheets).

Resumes are to be no longer than two pages each and are to be included in an Appendix. Marketing brochures, if included, should also be included in an 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 negotiations.

EXHIBIT A

POLICIES AND PROCEDURES TECHNICAL WRITING SERVICES CCWRD RFP No. 719-08

SCOPE OF SERVICES

A. General Responsibilities

- ◆ Phase I – Development of Policies and Associated Procedures
 - ✓ Review existing Accounting Department policies and procedures to determine relevance, to ensure all are current, and to ensure appropriate content for duties that may involve:
 - a. Cash and Investments
 - b. Accounts Receivable
 - c. Accounts Payable
 - d. Capital Projects and Fixed Assets
 - e. General Ledger
 - f. Grants
 - g. Scanning and Filing
 - h. Supervisor’s Duties and General Administration
 - ✓ Update/revise Accounting Department policies and procedures deemed inadequate or out of date as identified above.
 - ✓ Review existing Customer Service Department policies and procedures to determine relevance, to ensure all are current, and to ensure appropriate content for duties that may involve:
 - a. Customer Records Management – Commercial and Residential
 - b. Cash Handling
 - c. General Back Office
 - d. Satellite Office – PAC
 - e. Supervisor’s Duties and General Administration
 - ✓ Update/revise Customer Service Department policies and procedures deemed inadequate or out of date as identified above.
 - ✓ Develop and document new policies and procedures that align with the philosophy of Clark County Water Reclamation District/Business Services for Accounting and Customer Service as necessary.

- ✓ Interact with Accounting and Customer Service personnel to ensure that policies and procedures are understandable and can be easily followed by all users.

- ◆ Phase II – Development of Standard Operating Procedures & Work Instructions
 - ✓ Review existing Accounting standard operating procedures and work instructions to determine relevance, to ensure all are current, and to ensure appropriate content for duties that may involve:
 - a. Cash and Investments
 - b. Accounts Receivable
 - c. Accounts Payable
 - d. Capital Projects and Fixed Assets
 - e. General Ledger
 - f. Grants
 - g. Scanning and Filing

 - ✓ Update/revise Accounting Department standard operating procedures and work instructions deemed inadequate or out of date as identified above.
 - ✓ Review existing Customer Service Department standard operating procedures and work instructions to determine relevance, to ensure all are current, and to ensure appropriate content for duties that may involve:
 - a. Cash Handling
 - b. SDA Issuance
 - c. Customer Records Management
 - d. Customer Billing
 - e. Customer Service
 - f. Satellite Office
 - g. District Switchboard
 - h. General Administration

 - ✓ Update/revise Customer Service standard operating procedures and work instructions deemed inadequate or out of date.
 - ✓ Develop and document new standard operating procedures and work instructions as necessary to support all areas of Accounting and Customer Service.
 - ✓ Interact with Accounting and Customer Service personnel to ensure that standard operating procedures and work instructions are understandable and can be easily followed by all users.

B. Deliverables

- ◆ Project Plan (which includes high level time-line).
- ◆ Summary of review for each area and status of existing documentation of policies and procedures.
- ◆ Rough draft of revised/updated policies, procedures and work instructions found to be outdated or inadequate at the start of services.
- ◆ Final draft of revised/updated documents relating to outdated or inadequate policies, procedures and work instructions.
- ◆ Rough draft of new policies, procedure and work instructions deemed necessary for the respective areas.
- ◆ Final draft of new policies, procedures and work instructions.

EXHIBIT B
CONSULTANT SERVICES AGREEMENT

CLARK COUNTY WATER RECLAMATION DISTRICT
AND
NAME OF FIRM

This AGREEMENT is dated and entered into this ___th day of _____ **2007**, by and between CLARK COUNTY WATER RECLAMATION DISTRICT, (hereinafter referred to as "OWNER") and NAME OF FIRM. (hereinafter referred to as "CONSULTANT"), to provide _____ (hereinafter referred to as "SERVICE"),
CCWRD SERVICE NO. _____.

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

- A. This AGREEMENT is entered into by OWNER for the purpose of retaining the services of **NAME OF FIRM** as a CONSULTANT. 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, 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 _____, **2007**
hereinafter referred to as Exhibit A.

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 _____. 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** _____, **20XX**. OWNER shall not be responsible for work performed beyond the term of this AGREEMENT.
- C. Owner reserves the option to extend this AGREEMENT for up to sixty (60) calendar days from its termination date for any reason. CONSULTANT will not be paid for work performed beyond the termination date without prior written approval of OWNER.

5. DUTIES OF CONSULTANT

CONSULTANT shall provide consulting services to OWNER as set forth in Exhibit A, "Scope of Services" at such OWNER facilities and other locations as the performance of services hereunder may require.

CONSULTANT shall, within 30 days of the Notice to Proceed (NTP) letter, document service information communicated with all public and private utilities, and all identified public entities regard the proposed OWNER service and estimated time frames, to look for possible coordination with other services and to minimize the disruption to the public right of way.

6. SERVICE MANAGER

That the CONSULTANT shall assign Mr. _____, as Service Manager for the **NAME OF SERVICE**. The CONSULTANT'S primary contact with OWNER shall be Mr. _____, referred to hereinafter as the Service 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 E) 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. Request for payment shall be submitted on company letterhead in the form shown in Exhibit C, which is also attached to this AGREEMENT. Payment 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.

8. LIMITATION OF OBLIGATION

A. OWNER shall not be obligated to make payments to CONSULTANT in excess of the funding limitation (NTE Amount) set forth in paragraph 7 above and CONSULTANT shall not be obligated to continue performance under this Agreement in excess of the funding limitation set forth in paragraph 7 above, unless and until OWNER shall have notified CONSULTANT in writing that such

funding limitation has been increased and shall have specified in such notice a revised funding limitation which shall thereupon constitute the funding limitation for performance of this AGREEMENT.

- 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 contractor, 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 hereby 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.

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. CERIFICATIONS 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 contractor.

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:
 - a. not less than ten days' written notice of intent to terminate; and
 - b. an opportunity for consultation with the OWNER prior to termination.

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.
 - 4. Professional Liability Insurance, \$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(s).

Except as specifically set forth herein, the insurance requirement specified herein do 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. AMENDMENTS AND NOTICES

- A. Only the Service Manager or the OWNER'S Procurement Representative have the authority to make changes in 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 in 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: _____

Ms. Valerie Vian, Purchasing Specialist

5857 E. Flamingo Road

Las Vegas, Nevada 89122

Phone (702) 639-5643

FAX (702) 450-4411

To CONSULTANT:

Name

Attn:

Address

Suite

City, State, Zip

Phone

FAX (xxx)

21. 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.

22. 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.

23. REMEDIES

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

24. GOVERNING LAW

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

25. SIGNATURE AUTHORIZATION

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

26. 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.

27. 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

**CLARK COUNTY WATER
RECLAMATION DISTRICT**

By: _____
BRIDGETTE McINALLY
Financial Services Manager

CONSULTANT

By: _____
NAME
Title

APPROVED AS TO LEGALITY ONLY:

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 B-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. Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$25,000** without the express written permission of the Owner.
6. 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**.
7. Commercial General Liability: Subject to paragraph 6 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.
8. Automobile Liability: Subject to paragraph 6 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.
9. Professional Liability: The Proposer shall maintain limits of no less than **\$1,000,000 aggregate**. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of the Owner.
10. 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 (**Attachment 1**) 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.

11. 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.
12. Additional Insurance: The Proposer is encouraged to purchase any such additional insurance as it deems necessary.
13. 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.
14. Cost: The Proposer shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
15. 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.
16. 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. Professional Liability

8. Description: RFP _____ for Clark County Water Reclamation District (must be identified on the initial insurance form and each renewal form).

9.. Certificate Holder:
Clark County Water Reclamation District Purchasing
c/o Purchasing and Contracts Department
5857 E Flamingo Rd.
Las Vegas, Nevada 89122

The Certificate Holder, Clark County, must be named as an additional insured.

10. Nevada Resident Agent Signature

CLARK COUNTY WATER RECLAMATION CERTIFICATE OF INSURANCE						ISSUED DAY (MM/DD/YY)		
PRODUCER			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.					
1. INSURANCE BROKER'S NAME, ADDRESS, CONTACT NAME, PHONE & FAX NUMBERS			COMPANIES AFFORDING COVERAGE			3. BEST'S RATING		
			COMPANY A LETTER			COMPANY'S		
2. SUCCESSFUL BIDDER'S NAME, ADDRESS, PHONE & FAX NUMBERS			COMPANY B LETTER			BEST KEY		
			COMPANY C LETTER			RATING		
			COMPANY D LETTER					
			COMPANY E LETTER					
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			
4.	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	
5.	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							
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS			
					EACH ACCIDENT	\$		
					DISEASEPOLICY LIMIT	\$		
					DISEASECEACH EMPLOYEE	\$		
7.	PROFESSIONAL LIABILITY				AGGREGATE	\$		
8. DESCRIPTION OF CONTRACT: NUMBER AND NAME OF CONTRACT								
9. CERTIFICATE HOLDER			10. CANCELLATION					
CLARK COUNTY WATER RECLAMATION DISTRICT C/O PURCHASING AND CONTRACTS DIVISION 5857 E. FLAMINGO ROAD LAS VEGAS, NV 89122 The Certificate Holder is named as an additional insured.			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,					
			10. NEVADA RESIDENT AGENT (NRS 680A.300)					

EXHIBIT D
NAME OF FIRM
AFFIDAVIT

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/PRINCIPALS

FOR INTERNAL USE ONLY:

PROJECT/BID NO. _____

PROJECT DESCRIPTION: _____

Type of Business:

Individual Partnership Limited Liability Company Corporation Trust Other

Business Name:

(Include d.b.a., if applicable)

Business Address:

Business Telephone:

Disclosure of Ownership and Principals:

In the space provided below, the Contracting Entity (Proposer/Offeror/Bidder) must disclose all principals (including partners) of the Contracting Entity, as well as, persons or entities holding more than five percent (5%) ownership interest in the Contracting Entity.

Full Name

Title

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Disclosure of Ownership and Principals – Alternate:

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth above. A description of such disclosure documents must be included below:

Name of Attached Document: _____

Date of Attached Document: _____

No. of Pages: _____

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 / Capacity

Print Name

Date