



**CLARK COUNTY WATER  
RECLAMATION DISTRICT**  
**NOTICE OF REQUEST FOR PROPOSAL (RFP)**  
**SOLICITATION NO.: 240020**

**PROCUREMENT  
SOLUTIONS SECTION**  
 5857 E. Flamingo Rd.  
 Las Vegas, Nevada 89122  
 702-668-8090

**DESCRIPTION:** Cultural Resource Management and Environmental Services Related To National Environmental Policy Act (NEPA) Compliance and Federal Cross-Cutters

**SOLICITATION DUE DATE/TIME:** November 30, 2023, at 2:00:00 P.M., PST

**SUBMITTAL LOCATION:** Clark County Water Reclamation District  
 Attn: Procurement Solutions Section  
 5857 E. Flamingo Rd.  
 Las Vegas, Nevada 89122

**COMMODITY CATEGORY:** Professional Services; Consulting Services

	<i>Date</i>	<i>Time</i>	<i>Location</i>
<b>PRE-PROPOSAL CONFERENCE:</b>	November 8, 2023	1:00 PM	CCWRD, 5857 E. Flamingo Rd., Rm. 106/107, Las Vegas, NV 89122

In accordance with Nevada Revised Statutes (NRS) § Chapter 332.115, "Contracts not adapted to award by competitive bidding" and pursuant to internal DISTRICT solicitation processes, proposals will be received for the specified requirements outlined within this solicitation by the Clark County Water Reclamation District (DISTRICT), Procurement Solutions Section, Attn: Designated Contact Person (identified below) at the above specified location, until the time and date cited. All Proposal(s) must be received and in the actual possession of the DISTRICT Accounting Department on or prior to the time and date, and at the location specified above. Late proposals will not be considered.

All Proposal(s) must be submitted in a sealed envelope or package with the Solicitation Number, Description and the OFFEROR's name and address clearly indicated on the envelope or package. All Proposal(s) must be completed in ink or typewritten. Additional instructions for preparing a Proposal are included within this Solicitation.

**ALL OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION**

**Designated Contact Person:**  
**Jean Hutton**

**702-668-8097**

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Telephone Number

**jhutton@cleanwaterteam.com**

**October 27, 2023**

\_\_\_\_\_  
 E-Mail Address

\_\_\_\_\_  
 Date

**SECTION A - SPECIAL INSTRUCTIONS TO OFFEROR(S)**  
**SOLICITATION NO. RFP-240020**

**CONFIRMATION/RECEIPT FORM**

All prospective OFFEROR(s) interested in this Request for Proposal (RFP), shall immediately upon receipt e-mail this confirmation form to the "Designated Contact Person" referenced on page one (1) of this RFP document.

***Failure to do so means the prospective Offeror is not interested in the solicitation and does not want any associated addenda e-mailed.***

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**PROSPECTIVE OFFEROR ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:**

SOLICITATION NO. **240020**

RFP PAGES: **77**

DESCRIPTION: **Cultural Resource Management Services and Environmental Services  
Related To National Environmental Policy Act Compliance and Federal  
Cross-Cutters**

**OFFEROR MUST COMPLETE THE FOLLOWING INFORMATION (TYPE OR PRINT CLEARLY):**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Name / Title: \_\_\_\_\_

Area Code/Phone Number: \_\_\_\_\_

Area Code/Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Please indicate the method you used to obtain this RFP Document:

Internet     Plan Room     E-mail     Newspaper     DemandStar

**UPON RECEIPT IMMEDIATELY E-MAIL THIS CONFIRMATION FORM TO THE "DESIGNATED CONTACT PERSON" REFERENCED ON PAGE ONE (1) OF THIS RFP DOCUMENT**

# SECTION A - SPECIAL INSTRUCTIONS TO OFFEROR(S)

## SOLICITATION NO. RFP-240020

### HELPFUL RFP INFORMATION

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DID YOU KNOW THAT IMPORTANT INFORMATION RELATED TO THE PURCHASING PROCESS AT CLARK COUNTY WATER RECLAMATION DISTRICT IS AVAILABLE 24-HOURS A DAY, 7 DAYS A WEEK? HERE'S WHERE YOU CAN FIND THIS VALUABLE INFORMATION:

#### INTERNET



All Clark County Water Reclamation Districts solicitations are now posted on the Internet at <https://www.cleanwaterteam.com/doing-business/procurement/bid-opportunities>, as well as other important and useful purchasing related information. The solicitations are listed under “**Goods & Services**”. To access a specific solicitation, browse the list by **Number and/or Title**. You can then click on the selected solicitation **Title**, which will take you to a **Details Page, containing Project Information and links to all Project Related Documents**, with the exception of Construction Specifications and Drawings, which can be obtained directly from NGEM at <https://www.ngemnv.com/>.

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#### PRE-PROPOSAL CONFERENCE ATTENDANCE

##### WE WANT YOU!



You have received this “RFP” with the anticipation of doing business with Clark County Water Reclamation District. You are encouraged to attend the pre-proposal conference, if one is offered; because it gives you the opportunity to ask questions you may have regarding the RFP document, the RFP requirements, and the RFP process. At the pre-proposal conference, the entire RFP document is reviewed and questions from the attendees are answered.

**\* Some pre-proposal conferences have a mandatory attendance requirement; please review the RFP document carefully.**

The date and time of the pre-proposal conference (if applicable) is provided for on the cover page of the RFP document. **SEE YOU THERE !**

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#### NEED ASSISTANCE?



The Clark County Business Development Division works with the Purchasing and Contracts Division to expand the economic prospects of all disadvantaged groups in the business community, and promotes full and open competition in all purchasing activities. If you have questions concerning how to prepare a proposal, information that is available to you or you would like to discuss business opportunities within Clark County Water Reclamation District, please contact Procurement Solutions Section, at telephone number (702) 668-8090.

# SECTION A - SPECIAL INSTRUCTIONS TO OFFEROR(S)

## SOLICITATION NO.: RFP-240020

### **1.0 INTENT OF REQUEST FOR PROPOSAL (RFP):**

1.1 In accordance with the terms and conditions provided in this RFP document, it is the intent of this formal solicitation to receive proposals from qualified OFFEROR(s) for the items specified in this document.

### **2.0 DEFINITIONS:**

2.1 **Addendum:** A written document issued by DISTRICT, via the Procurement Solutions Section, prior to the submission of proposals which modifies or clarifies the RFP documents by additions, deletions, clarifications, or corrections.

2.2 **AWARDING AGENCY:** Any federal and/or state agency awarding grant funds to the DISTRICT for its various projects.

2.3 **BOT:** The Clark County Water Reclamation Board of Trustees.

2.4 **CONTRACT/AGREEMENT:** Contract documents include the RFP Documents, OFFEROR's proposal, all Addenda, final Contract/Agreement, OFFEROR's bonds (if applicable), insurance and Notice of Award letter.

2.4.1 **CONTRACTOR/CONSULTANT:** The term interchangeably used throughout these documents means an entity that is awarded a resulting contract.

2.5 **DISTRICT:** The term used throughout these documents to mean Clark County Water Reclamation District.

2.6 **Evaluation/Selection Committee:** A team often comprised of DISTRICT staff who has related technical knowledge and experience which may include individuals outside the DISTRICT who bring special expertise to the process.

2.7 **F.O.B. Destination:** Designates the seller will pay shipping cost and remain responsible for the goods until the buyer takes possession.

2.8 **Governing Body:** Used throughout these documents to mean the Clark County Water Reclamation Board of Trustees.

2.9 **Nevada Revised Statutes (NRS):** The current codified laws of the State of Nevada. Nevada law consists of the Constitution of Nevada (the state constitution) and Nevada Revised Statutes. The Nevada Supreme Court interprets the law and constitution of Nevada.

2.10 **OFFEROR(s):** A supplier who submits a proposal to DISTRICT.

2.10.1 **OFFEROR'S local office:** For the purpose of this solicitation, the term "local office" will mean a physical office located in Clark County, Nevada with at least one local employee; the term "local employee" will mean Clark County Nevada Resident employed by the OFFEROR's local office to perform the services requested herein.

2.11 **Pricing Sheet:** Sample pricing sheet form provided as part of this RFP Packet to OFFEROR(s) that must be completed/structured in a similar format and submitted back to DISTRICT with the proposal.

2.12 **Project Manager or his/her designee:** DISTRICT employee/contractor assigned to oversee the resulting contract.

2.12.1 **Project:** For the purpose of this solicitation, the term "project" used throughout this document will refer to the performance of the services requested herein.

2.13 **Proposal:** A response to this solicitation to provide goods and/or services requested herein.

2.14 **Purchasing Administrator:** The Clark County Water Reclamation District Purchasing Administrator or their designee responsible for the Procurement Solutions Section.

**SECTION A - SPECIAL INSTRUCTIONS TO OFFEROR(S)**  
**SOLICITATION NO.: RFP-240020**

- 2.15 **Purchase Order:** The formal authorization by DISTRICT for seller to provide goods and/or services to DISTRICT. The formal CONTRACT takes precedence over any conflicting terms and conditions contained in the purchase order.
- 2.16 **Request for Proposal (RFP):** An evaluated competitive solicitation issued by DISTRICT to procure goods and/or services.
- 2.17 **RFP Packet/Documents:** May include but are not limited to, the Request for Proposal, Special Instructions to OFFERORS, Uniform Instructions to OFFERORS, Specimen Contract General Terms and Conditions, Proposal Outline & Minimum Content Requirements, Evaluation and Selection Process, Exhibits, Attachments, and any Addenda issued prior to the date designated for receipt of proposals, as applicable.
- 2.18 **SUCCESSFUL OFFEROR:** OFFEROR who is the highest rated based on the set evaluation criteria and to whom the Governing Body or the authorized representative has authorized the award of the CONTRACT.
- 3.0 DESIGNATED CONTACTS:**
- 3.1 For questions pertaining to this RFP, please contact the "Designated Contact Person" referenced on page one (1) of this RFP document (E-mail Preferred).
- 4.0 SUBMITTAL PROCEDURE:**
- 4.1 OFFEROR(s) shall submit, one (1) unbound clearly labeled original signed in ink proposal, four (4) copies of the proposal and one (1) electronic CD/Flash Drive with scanned copies of the proposal are to be submitted in a sealed envelope bearing the assigned Solicitation Number, located on the first page of the RFP document to:
- Clark County Water Reclamation District (DISTRICT)  
Attn: Procurement Solutions Section  
5857 E. Flamingo Rd.  
Las Vegas, Nevada 89122
- 4.2 The deadline for the submittal of the Proposal to the DISTRICT shall be no later than the date and time as specified on the first page of the RFP document. Failure to submit the required number of copies as stated above may be subject for disqualification from the Proposal process.
- 4.3 OFFEROR(s) may elect to either mail, use courier services or personally deliver their Proposals to the DISTRICT. FAXED AND/OR E-MAILED PROPOSALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.
- 4.4 The DISTRICT shall bear no responsibility for submitted responses by any OFFEROR(s). OFFEROR(s) may submit their Proposal to the DISTRICT any time prior to the stated deadline.
- 4.5 Proposals received at the time, date and location as specified herein will be publicly opened and read aloud. The RFP opening record will contain information on the OFFERORS' name, address and the timeliness of their proposals.
- 4.6 Personally delivered proposals from OFFEROR(s) time-stamped after the date and time as specified on the first page of the RFP document and/or as subsequently modified via issued Addendum based upon the time clock at the Clark County Water Reclamation District Customer Service desk will not be accepted by the DISTRICT. However, late proposals received via mail/courier services, the DISTRICT will accept, record as late, retain unopened and will formally reject and return to the OFFEROR once an award is made.
- 4.7 OFFEROR(s) may request withdrawal of their Proposal prior to the scheduled Proposal due date and time. Such request for withdrawal shall be submitted to the DISTRICT's Designated Contact Person referenced on page one (1) of this RFP document in writing. A Proposal must be re-submitted and time-stamped in accordance with the RFP document in order to be accepted.

**SECTION A - SPECIAL INSTRUCTIONS TO OFFEROR(S)**  
**SOLICITATION NO.: RFP-240020**

4.7.1 No Proposal may be withdrawn for a period of **180** days after the Proposal Receipt Date. All Proposals received are considered firm offers during this period.

**4.8 If a recommended OFFEROR for contract award withdraws his/her Proposal, that OFFEROR may be deemed non-responsible if responding to future solicitations.**

**5.0 PROPOSAL FORMAT:**

5.1 The Proposal should be electronically generated, and the printed original signed in ink. OFFEROR(s) are **NOT** encouraged to submit proposal(s) in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential.

5.2 The Proposal must be signed by an individual(s) legally authorized to bind the OFFEROR(s), and must contain a statement that the Proposal and the prices contained therein shall remain firm for a period of one hundred-eighty (180) days.

**6.0 PRE-PROPOSAL CONFERENCE:**

6.1 A Pre-Proposal Conference will be held at the date, time, and location as specified on the first page of the RFP document. Interested OFFEROR(s) should plan to attend. It will be assumed that potential OFFEROR(s) attending this meeting have reviewed the RFP in detail and are prepared to bring up any substantive questions not already addressed by the DISTRICT.

**7.0 ADDENDA AND INTERPRETATIONS:**

7.1 If it becomes necessary to revise any part of this RFP, a written Addendum will be issued by DISTRICT. DISTRICT shall not be bound by any oral representations, clarifications, or changes made in the written requirements and/or specifications by DISTRICT'S employees, unless such clarification or change is provided by the DISTRICT in written addendum form from the Procurement Solutions Section.

7.2 OFFEROR(s) shall take no advantage of any apparent error or omission in the RFP Document. In the event OFFEROR(s) discover such an error or omission, they shall immediately notify DISTRICT. DISTRICT will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the RFP Document through the issuance of an Addendum.

7.3 All requests for additional information, clarifications and questions pertaining to this RFP should be e-mailed to the "Designated Contact Person" referenced on page one (1) of this RFP document. The DISTRICT will not accept any additional questions after **Wednesday, November 15, 2023, at 4:00 P.M., PST**. The DISTRICT shall provide written response to all questions received in writing before the RFP submittal deadline. Questions received from all prospective OFFEROR(s) shall be answered in writing via Addendum and e-mailed to all prospective

OFFEROR(s) who are listed as having obtained a copy of the RFP, per the Confirmation/Receipt form attached within the Special Instructions to OFFEROR(s), Section "A" of this RFP document. Addenda shall also be made available via Clark County Water Reclamation District website at <https://www.cleanwaterteam.com/doing-business/procurement/bid-opportunities>.

7.4 Prior to submission of the RFP, OFFEROR(s) shall ascertain that it has received all Addenda issued. OFFEROR shall acknowledge receipt of each Addendum by completing the **Addendum Acknowledgement Form (Exhibit II)** provided within this RFP document. Failure to acknowledge receipt of all addenda may result in deduction of points.

**8.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:**

8.1 Each OFFEROR shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.

8.2 Before submitting a Proposal, each OFFEROR shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the OFFEROR from obligation to comply, in every detail, with

**SECTION A - SPECIAL INSTRUCTIONS TO OFFEROR(S)**  
**SOLICITATION NO.: RFP-240020**

all provisions and requirements of the RFP.

**9.0 EXCEPTIONS TO TERMS AND CONDITIONS:**

9.1 All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the OFFEROR clearly cites the specific paragraphs within the RFP where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced as being negotiable by the DISTRICT Purchasing Administrator, DISTRICT Attorney, DISTRICT General Counsel or designee in a written statement. The OFFEROR's preprinted or standard terms will not be considered by the DISTRICT as a part of any resulting contract.

9.2 All Exceptions that are contained in the Proposal may negatively affect the Proposal evaluation and result in deduction of points which will be based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

**10.0 POST-PROPOSAL DISCUSSIONS WITH OFFEROR(S):**

10.1 It is the DISTRICT's intent to commence final negotiation with the OFFEROR(s) deemed most advantageous to the DISTRICT. The DISTRICT reserves the right to conduct post-proposal discussions with any OFFEROR(s).

**11.0 PROTEST:**

11.1 Protest shall be submitted in writing and filed with both, the DISTRICT Purchasing Administrator and the solicitation designated contact person. A pre-award selection protest shall be filed within five (5) days after date of Notification of Selection to BOT.

11.1.1 A protest shall include the following:

11.1.1.1 The name, address, e-mail, and telephone number of the protester;

11.1.1.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;

11.1.1.3 Identification of the RFP description and the RFP or contract number;

11.1.1.4 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and

11.1.1.5 The desired form of relief or outcome, which the protester is seeking.

11.2 OFFEROR filing the protest shall be required, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashier's check, money order or certified check, to DISTRICT who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with the protest must be in an amount equal to the lesser of:

11.2.1 25% of the total value of the proposal submitted by OFFEROR filing the notice of protest; or

11.2.2 \$250,000

11.3 The notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of CONTRACT until the BOT makes a determination on the protest.

11.4 An OFFEROR who submits an unsuccessful proposal may not seek any type of judicial intervention until the BOT has made a determination on the protest and awards CONTRACT.

11.5 Neither the BOT nor its authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by an OFFEROR who submits a proposal, whether or not the person files the protest pursuant to this section.

**SECTION A - SPECIAL INSTRUCTIONS TO OFFEROR(S)**  
**SOLICITATION NO.: RFP-240020**

11.6 If the protest is upheld by the BOT, the bond posted or other security submitted with the notice of protest must be returned to OFFEROR who posted the bond or submitted the security. If the protest is rejected by the BOT, DISTRICT may make a claim against the bond or other security in an equal amount to the expenses incurred by DISTRICT because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

**12.0 NO CONTACT PERIOD:**

12.1 Neither OFFEROR(s) nor any person acting on OFFEROR(s) behalf shall attempt to influence the outcome of the award by offering, presenting or promising gratuities, favors, or anything of value to any appointed or elected official or employee of the DISTRICT, their families or staff members. All inquiries regarding the solicitation are to be directed to the Designated DISTRICT Contact Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the award, aside from OFFEROR's formal response to the solicitation, communications publicly made during the official pre-proposal conference, written addendums and/or requests for clarification during the period officially designated for such purpose by the DISTRICT Representative; neither OFFEROR(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the DISTRICT, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any OFFEROR. However, nothing in this paragraph shall prevent an OFFEROR from making public statements to the BOT convened for a regularly scheduled session after the official selection has been made and placed on the BOT agenda for action.

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**SECTION B – UNIFORM INSTRUCTIONS TO OFFEROR(S)**  
**SOLICITATION NO.: RFP-240020**

- 1.0 This RFP does not commit the DISTRICT to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a Proposal in response to this request. If OFFEROR(s) are selected for a structured oral presentation, demonstration and/or interview; such presentation, demonstration, and/or interview will be at no cost to the DISTRICT.
- 2.0 The Proposals will become part of the DISTRICT's official files without any obligation on the DISTRICT's part. All Responses shall be held confidential from all parties other than the DISTRICT until after the contract is awarded. Afterward, the Proposals shall be available to the public.
- 3.0 The DISTRICT shall not be held accountable if material from responses is obtained without the written consent of the OFFEROR by parties other than the DISTRICT, at any time during the Proposal evaluation process.
- 4.0 In the event an OFFEROR submits trade secret information to the DISTRICT, the information must be clearly labeled as a **"Trade Secret."** The DISTRICT will maintain the confidentiality of such trade secrets to the extent provided by law.
- 5.0 OFFEROR(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the DISTRICT (including any and all members of Proposal evaluation committees).
- 6.0 OFFEROR(s) shall not collude in any manner, or engage in any practices, with any other OFFEROR(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the DISTRICT can combine or consolidate Proposals, or portions thereof, for the purposes mentioned above.
- 7.0 All Proposals submitted must be the original work product of the OFFEROR. The copying or paraphrasing of the work product of another OFFEROR is not permitted.
- 8.0 The RFP and the related responses of the selected OFFEROR will by reference (within either a contract or purchase order) become part of any formal AGREEMENT (SECTION C) between the selected OFFEROR and the DISTRICT. The DISTRICT and the selected OFFEROR may negotiate a Contract or contracts for submission to BOT for consideration and approval. In the event an AGREEMENT cannot be reached with the selected OFFEROR, the DISTRICT reserves the right to negotiate with the next highest rated OFFEROR the exact terms and conditions of the AGREEMENT.
- 9.0 OFFEROR(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the RFP at the time a Proposal is submitted to the DISTRICT.
- 10.0 The AGREEMENT(s) shall become effective on or about **February 1, 2024** for a term of one (1) year. The DISTRICT reserves the option of extending the AGREEMENT(s) on an annual basis for four (4) additional one-year terms, or portions thereof.
- 11.0 If necessary for the completion of tasks required under the project, the DISTRICT will provide reasonable working space to the SUCCESSFUL OFFEROR.
- 12.0 Clerical support and reproduction of documentation costs shall be the responsibility of the SUCCESSFUL OFFEROR. If required, such support and costs shall be defined in the negotiated AGREEMENT.
- 13.0 SUCCESSFUL OFFEROR personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the DISTRICT Project Manager and/or designee.
- 14.0 The SUCCESSFUL OFFEROR will be expected to adhere to all standard contractual requirements of the DISTRICT which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds;

**SECTION B – UNIFORM INSTRUCTIONS TO OFFEROR(S)**  
**SOLICITATION NO.: RFP-240020**

Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.

- 15.0 The DISTRICT may terminate its performance under a contract in the event of a default by the SUCCESSFUL OFFEROR and a failure to cure such default after receiving notice of default from the DISTRICT. Default may result from the SUCCESSFUL OFFEROR's failure to perform under the terms of the contract or from the SUCCESSFUL OFFEROR becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 16.0 SUCCESSFUL OFFEROR must promptly report to the DISTRICT Project Manager and/or designee any conditions, transactions, situation, or circumstances encountered by the SUCCESSFUL OFFEROR which would impede or impair the proper and timely performance of the contract.
- 17.0 The DISTRICT has sole discretion and reserves the right to cancel this RFP or to reject any or all Proposals received prior to contract award.
- 18.0 The DISTRICT reserves the right to waive any minor informality concerning this RFP, or to reject any or all Proposals or any part thereof.
- 19.0 The DISTRICT reserves the right to request clarity of any Proposal after they have been received.
- 20.0 The DISTRICT reserves the right to select elements from different individual Proposals and to combine and consolidate them in any way that best serves the DISTRICT's interest. The DISTRICT reserves the right to reduce the scope of the project and evaluate only the remaining elements from all Proposals. The DISTRICT reserves the right to reject specific elements contained in all Proposals and to complete the evaluation process based only on the remaining items.
- 21.0 After contract execution, the SUCCESSFUL OFFEROR shall be the responsible party for contracting and communicating the work to be performed to subcontractors, and for channeling other information between the DISTRICT and subcontractors. All subcontracting must be specified in the Proposal. Any subcontracting not specified in the Proposal will need prior written approval from the DISTRICT Project Manager and/or designee.
- 22.0 SUCCESSFUL OFFEROR assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the SUCCESSFUL OFFEROR or is subcontracted to another organization.
- 23.0 If subcontractor involvement is required in the use of license, patent, or proprietary process, the SUCCESSFUL OFFEROR is responsible for obtaining written authorization from the subcontractor to use the process, or provide another process comparable to that which is required and which is acceptable to the DISTRICT, all at no additional cost or liability to the DISTRICT.
- 24.0 All non-proprietary materials, concepts or ideas provided to the DISTRICT during the RFP process may be used without restriction by the DISTRICT.

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**SECTION C – SPECIMEN CONTRACT GENERAL TERMS AND  
CONDITION(S)  
SOLICITATION NO.: RFP-240020**

**PROFESSIONAL SERVICES AGREEMENT  
CLARK COUNTY WATER RECLAMATION DISTRICT  
AND  
COMPANY NAME**

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **CLARK COUNTY WATER RECLAMATION DISTRICT**, a political subdivision of the State of Nevada (hereinafter referred to as “DISTRICT”) and **COMPANY NAME**, [a foreign limited liability company qualified to do business in Nevada] or [a Nevada limited liability company] or [a foreign corporation qualified to do business in Nevada] or [a Nevada corporation] or [sole proprietorship qualified to do business in Nevada] (hereinafter referred to as “CONSULTANT”), to provide **DESCRIPTION OF GOODS/SERVICES, DISTRICT RFP NO. NUMBER** (as more particularly described in Exhibit A: Scope of Services) (hereinafter referred to as “Goods/Services”).

**WITNESSETH**

WHEREAS, the CONSULTANT is qualified in accordance with the laws of the State of Nevada and has the personnel and facilities necessary to provide/perform the Goods/Services within the required time.

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

**AGREEMENT**

**1.0 EFFECTIVITY AND CONSENT**

1.1 This AGREEMENT is entered into by DISTRICT for the purpose of procuring the Goods/Services from the CONSULTANT. This AGREEMENT is conditioned on the CONSULTANT’s assent to, and strict compliance with, all of the terms and conditions stated herein.

**2.0 ORDER OF PRECEDENCE**

2.1 In the event of any conflict and/or inconsistencies among or between this AGREEMENT and the exhibits thereto, the controlling document shall be determined by the following order of precedence:

- 2.1.1 This AGREEMENT (including any amendments thereto)
- 2.1.2 Exhibit A: Scope of Services
- 2.1.3 Exhibit B: Fee Schedule
- 2.1.4 Exhibit C: Disclosure of Ownership/Principals

**SECTION C – SPECIMEN CONTRACT GENERAL TERMS AND  
CONDITION(S)  
SOLICITATION NO.: RFP-240020**

- 2.1.5 Exhibit D: Insurance Requirements
  - 2.1.6 Exhibit E: DISTRICT Mobilization Policy for Contractors/Consultants
  - 2.1.7 Exhibit F: Subcontractor Information
  - 2.1.8 Exhibit G: Special Conditions - Safety and Security Requirements
- 2.2 Exhibits A through G are hereby incorporated by reference into this AGREEMENT.

**3.0 RESPONSIBILITY OF CONSULTANT**

- 3.1 The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all goods/services furnished by the CONSULTANT and its sub-contractor(s) and their respective principals, officers, employees and agents under this AGREEMENT. In providing/performing the specified Goods/Services, CONSULTANT shall follow practices consistent with generally accepted professional and technical standards.
- 3.2 It shall be the duty of the CONSULTANT to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations/laws (collectively, "Laws"). CONSULTANT will not produce a work product which violates or infringes on any intellectual property rights. Any acceptance or approval by the DISTRICT of any products, goods, or services furnished by CONSULTANT, including data or information obtained from other sources, shall not in any way relieve the CONSULTANT of responsibility for the professional and technical accuracy of its work and/or complying with all Laws. DISTRICT review, approval, acceptance, or payment for any of CONSULTANT'S products/goods/services shall not be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance (or lack of performance) of this AGREEMENT, and CONSULTANT shall be and remain liable in accordance with the terms of this AGREEMENT and applicable Law for all damages to DISTRICT caused by CONSULTANT's (or that of its subcontractors) negligent acts, errors or omissions in performance (or lack of performance) of this AGREEMENT.
- 3.3 All materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by CONSULTANT relating to the Goods/Services provided hereunder shall become the property of DISTRICT and shall be delivered to DISTRICT's representative upon completion or termination of this AGREEMENT, whichever comes first. CONSULTANT shall not be liable for damages, claims, and losses arising out of any reuse of any work products or any other deliverables under this AGREEMENT conducted by DISTRICT. DISTRICT shall have the right to reproduce all documentation supplied pursuant to this AGREEMENT.
- 3.4 CONSULTANT shall comply with the DISTRICT's Safety and Security Requirements provided herein as Exhibit G when the performance of the AGREEMENT require(s) CONSULTANT's presence on the site of any of DISTRICT's facilities.

**SECTION C – SPECIMEN CONTRACT GENERAL TERMS AND  
CONDITION(S)  
SOLICITATION NO.: RFP-240020**

**4.0 RESPONSIBILITY OF DISTRICT**

- 4.1 The DISTRICT agrees that its officers and employees will cooperate with CONSULTANT in the provision/performance of the Goods/Services under this AGREEMENT and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with other responsibilities.
- 4.2 DISTRICT shall, without charge, furnish to or make available for examination or use by CONSULTANT as it may request, any data/information which DISTRICT has available and that CONSULTANT needs in order to provide/perform the Goods/Services, including as examples only and not as a limitation:
- 4.2.1 Copies of reports, records, and other documents pertinent to the provision/performance of Goods/Services.
- 4.2.2 Copies of previously prepared reports, specifications, records, codes, regulations, other documents, and information related to the Goods/Services specified by this AGREEMENT.

**5.0 COMPLIANCE WITH LAWS**

- 5.1 By execution of this AGREEMENT, CONSULTANT does (for itself and each individual providing/performing the Goods/Services on CONSULTANT's behalf in performance of this AGREEMENT) now so certify and promise full compliance with the provisions of all certifications, forms, contractual provisions, and/or Laws pertaining to the provision of the Goods/Services by CONSULTANT.
- 5.2 CONSULTANT agrees to defend, indemnify and hold DISTRICT harmless from any claim, suit, loss, cost, damage, expense (including attorney's fees) or liability by reason of CONSULTANT's violation of any such certifications, forms, contractual provisions, and/or Laws. Nothing in this AGREEMENT or in any requirement under this AGREEMENT shall be construed to mean that CONSULTANT should perform any work in violation of any certifications, forms, contractual provisions, and/or Laws.

**6.0 PERIOD OF PERFORMANCE**

- 6.1 The initial term of AGREEMENT shall be for a period of one (1) year from [date] or the date of the award of this AGREEMENT to CONSULTANT by the DISTRICT's Board of Trustees ("Board") ("Initial Term").
- 6.2 Upon expiration of the Initial Term, the AGREEMENT will be automatically renewed for successive additional one-year terms under the same terms and conditions as set forth in this AGREEMENT, for the earlier of (a) so long as the DISTRICT appropriates funds to this AGREEMENT, or (b) up to a maximum of four (4) additional years. If the DISTRICT's User Section elects not to renew this AGREEMENT, the DISTRICT Purchasing Administrator or designee shall notify CONSULTANT in writing of non-renewal at least 30 days before the expiration of the then current term.

**SECTION C – SPECIMEN CONTRACT GENERAL TERMS AND  
CONDITION(S)  
SOLICITATION NO.: RFP-240020**

**7.0 CONFLICT OF INTEREST**

7.1 CONSULTANT may, from time to time, provide other goods/services similar to the Goods/Services to other state and local government entities. DISTRICT does not object to such representation in transactions that do not directly or indirectly involve the DISTRICT. In all other regards, CONSULTANT shall abide by and perform its duties in accordance with the ethics of the goods/services industry and all federal, state and municipal laws, regulations and ordinances regulating the provision of this service, and shall notify the DISTRICT prior to entering into any engagement which creates the appearance of a conflict of interest.

**8.0 PROJECT MANAGER**

8.1 The CONSULTANT shall assign a qualified employee, approved by the DISTRICT in writing, as a Project Manager for the provision/performance of the Goods/Services. All Goods/Services specified by this AGREEMENT shall be performed by the Project Manager and/or sub-consultants and key employees identified by the CONSULTANT under the supervision of the Project Manager. Should the Project Manager be unable to complete his or her assignment for any reason, the CONSULTANT may replace him or her with a qualified employee, approved by the DISTRICT in writing. The DISTRICT may, at its discretion, request a replacement of the Project Manager due to his or her unsatisfactory performance. If CONSULTANT fails to make a required replacement within 30 days, DISTRICT may terminate this AGREEMENT for default. The CONSULTANT's primary contact will be an assigned representative designated by the DISTRICT, referred to hereinafter as the District's Representative.

**9.0 CONTRACT AMENDMENTS**

9.1 Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2209, and recognizing the constraints inherent in public bidding, DISTRICT reserves the right to request modification at any time to the scope, frequency, estimated quantities or the timing of CONSULTANT's obligations under CONTRACT, in whatever manner DISTRICT determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Both parties agree that, should any modifications to CONTRACT be made during CONTRACT term, a written amendment detailing those elements shall be executed by the DISTRICT Purchasing Administrator or designee and acknowledged by the CONSULTANT.

**10.0 COMPENSATION FOR SERVICES**

10.1 DISTRICT agrees to pay the CONSULTANT the price(s) shown in Exhibit B, Fee Schedule, for the Goods/Services described in Exhibit A, Scope of Services. In no event shall the DISTRICT's obligation to pay the CONSULTANT in consideration of the Goods/Services exceed an amount of **[\$000,000.00]** ("NTE Amount"). Such compensation will be paid from invoices submitted by the CONSULTANT in accordance with this paragraph 10.0 and **Exhibit B, Fee Schedule**.

10.2 Invoices shall be submitted on CONSULTANT's company letterhead. Payments by DISTRICT will be made within 30 days of receipt of CONSULTANT's invoices for goods/services provided within the performance term of this

**SECTION C – SPECIMEN CONTRACT GENERAL TERMS AND  
CONDITION(S)  
SOLICITATION NO.: RFP-240020**

AGREEMENT. Invoices not in compliance with the requirements of this section shall be returned to the CONSULTANT for correction and re-submittal.

- 10.3 Invoices should include only goods/services that were provided/performed in the then-current billing period. Invoices containing charges for goods/services that were provided/performed after the then-current billing period will be rejected and returned unpaid.
- 10.4 Invoices are to be sent to DISTRICT at the location identified in the purchase order(s) for the Goods/Services within ninety (90) calendar days of the provision/performance of goods/services. 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, or based upon agreed payment terms, after receipt of an accurate invoice that has been reviewed and approved by the applicable authorized DISTRICT representative. In accordance with NRS 244.250, DISTRICT shall not provide payment on any invoice CONSULTANT submits for goods/services after six (6) months from the date CONSULTANT provides/performs those goods/services. All invoices should include the following information:
- 10.4.1 Company Name
  - 10.4.2 Complete Address (including street, city, state, and zip code)
  - 10.4.3 Telephone Number
  - 10.4.4 Contact person
  - 10.4.5 Itemized description of goods/services rendered (including dates)
  - 10.4.6 DISTRICT'S Purchase Order Number
  - 10.4.7 Company's Tax Identification Number
  - 10.4.8 AGREEMENT Number
  - 10.4.9 Itemized pricing and total amount due (excluding Sales and Use Tax)
  - 10.4.10 Company Invoice Number
- 10.5 CONSULTANT is responsible to ensure that all invoices submitted for payment are in strict accordance with the price(s) offered in the AGREEMENT. If overcharges are found, DISTRICT may declare CONSULTANT in breach of contract, terminate the AGREEMENT, and designate CONSULTANT as non-responsible if responding to future requests for proposal.
- 10.6 In the event that the DISTRICT agrees to pay for any of the CONSULTANT's mobilization expenses directly related to the provision/performance of Goods/Services, the following parameters shall apply: CONSULTANT shall only receive reimbursement in amounts that are consistent with applicable guidelines established by the DISTRICT in the attached **Exhibit E: DISTRICT Mobilization Policy for Contractors/Consultants**. DISTRICT reserves the right to reject any and all expenses it considers not directly related to the Goods/Services required herein. Original

**SECTION C – SPECIMEN CONTRACT GENERAL TERMS AND  
CONDITION(S)  
SOLICITATION NO.: RFP-240020**

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.

10.7 DISTRICT 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.

10.8 With the exception of any funds withheld in dispute as set forth above in paragraph 10.2, upon CONSULTANT's completion of the provision/performance of the Goods/Services called for under the terms of the AGREEMENT to the satisfaction of DISTRICT, and upon acceptance of same by DISTRICT (which acceptance will not be unreasonably withheld), CONSULTANT will, within sixty (60) days of DISTRICT's receipt of such request from CONSULTANT, be paid the unpaid balance of any money due to CONSULTANT under this AGREEMENT, including the retained percentages.

**11.0 LIMITATION OF OBLIGATION**

11.1 DISTRICT agrees to pay CONSULTANT for the Goods/Services described in the **Exhibit A, Scope of Work** for the NTE Amount set forth in paragraph 10.1 above. The DISTRICT's obligation to pay CONSULTANT cannot exceed the NTE Amount. It is expressly understood that the entire work defined in **Exhibit A, Scope of Work** 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 the NTE Amount. Any increase to the NTE Amount must be via a written amendment to this AGREEMENT signed by the DISTRICT's authorized representative or designee and the CONSULTANT. Refer to Paragraph 26.0 Amendments and Notices below.

11.2 DISTRICT's sole obligation hereunder shall be DISTRICT's payment to CONSULTANT for Goods/Services that are provided/performed by CONSULTANT and accepted by DISTRICT prior to the date of expiration of the term of this AGREEMENT, or effective date of any termination of this AGREEMENT, whichever occurs first, up to the funding limitation specified in this section 11.

**12.0 INDEPENDENT CONTRACTOR**

12.1 CONSULTANT shall be subject to and operate under and in accordance with all Laws, including but not limited to those regarding Industrial Employment and Insurance, and CONSULTANT 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/or employees of the DISTRICT.

12.2 Neither this AGREEMENT nor CONSULTANT's performance hereunder shall constitute or create an employee/employer relationship between DISTRICT and CONSULTANT. Neither CONSULTANT, nor its employees, shall be eligible for any benefits applicable to active employees of DISTRICT. CONSULTANT shall act solely as an independent contractor, not as an employee or agent of DISTRICT. CONSULTANT's authority is

**SECTION C – SPECIMEN CONTRACT GENERAL TERMS AND  
CONDITION(S)  
SOLICITATION NO.: RFP-240020**

limited to providing/performing the Goods/Services, and CONSULTANT shall have no authority, without the express written consent of DISTRICT, to incur any obligation or liability, or make any commitments on behalf of DISTRICT.

**13.0 INDEMNIFICATION**

13.1 CONSULTANT shall indemnify, defend and hold harmless DISTRICT, and all the officers, employees and agents of the DISTRICT, and each of them, against any and all claims, actions, demands, damages, proceedings, liabilities, costs, and/or expenses, including attorneys' fees, against or incurred by DISTRICT for injury to or death of any person and for loss of or damage to any and all property, arising out of the intentional acts, negligent acts, recklessness, errors, and/or omissions of CONSULTANT, its subcontractors, and/or their respective principals, officers, employees and agents. CONSULTANT shall also require its sub-contractor(s) to indemnify, defend and hold DISTRICT harmless against any and all claims, actions, demands, damages, liabilities, or expenses, including attorneys' fees, against DISTRICT 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 such subcontractor(s).

**14.0 PROPRIETARY INFORMATION**

14.1 DISTRICT may, from time to time, furnish CONSULTANT with literature, data, or technical information that DISTRICT considers necessary for the CONSULTANT to provide/perform the Goods/Services pursuant to this AGREEMENT. In the event any of the furnished material is proprietary, DISTRICT shall so inform CONSULTANT and CONSULTANT agrees not to disclose this information except as approved by DISTRICT in writing. CONSULTANT also agrees to return or destroy all copies such materials as DISTRICT may request.

**15.0 CERTIFICATIONS AND REPRESENTATIONS**

15.1 In performing this AGREEMENT, CONSULTANT agrees to comply with applicable Laws, and to not make, permit to be made, or knowingly allow a third party to make any improper payments.

**16.0 THIRD PARTY BENEFIT**

16.1 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, claim, or relief whatsoever.

**17.0 PERSONAL PERFORMANCE REQUIREMENT**

17.1 CONSULTANT shall directly provide the Goods/Services described and shall not assign to any third party, without the written consent of DISTRICT, the performance obligation or any rights to compensation or benefits accruing to CONSULTANT under this AGREEMENT.

**SECTION C – SPECIMEN CONTRACT GENERAL TERMS AND  
CONDITION(S)  
SOLICITATION NO.: RFP-240020**

**18.0 GRATUITIES/KICKBACKS**

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

**19.0 RECORDS**

19.1 The CONSULTANT agrees to retain, for a period of six (6) years from receipt of final payment hereunder from DISTRICT, all 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 by CONSULTANT under the provisions of this AGREEMENT. The CONSULTANT agrees to make these records available for inspection, audit or reproduction by any representative authorized by DISTRICT at the office of the CONSULTANT at all reasonable times during such retention period.

**20.0 PROJECT SCHEDULE; RETENTION (OPTIONAL)**

20.1 The CONSULTANT shall provide/performance the Goods/Services required as expeditiously as is consistent with professional skill and care and orderly progress and in accordance with the schedule approved by the DISTRICT. If the CONSULTANT’s provision/performance of Goods/Services for any task is delayed or if the CONSULTANT’s sequence of tasks is changed for any reason, CONSULTANT shall notify the DISTRICT in writing of the reasons for the delay and prepare a revised schedule for performance of services. The DISTRICT has sole discretion to approve any changes to the schedule. The CONSULTANT’s revised schedule shall not exceed the promised date of Month Date, Year (the “Revised Schedule Deadline”).

20.2 The DISTRICT will withhold [x]% of CONSULTANT’s total compensation for the Goods/Services until DISTRICT’s final written acceptance of all the Goods/Services, at which time the retainage will be released to the CONSULTANT. Should the CONSULTANT fail to meet the Revised Schedule Deadline, the DISTRICT shall be entitled to deduct from retainage and keep a reasonable amount not to exceed \$[Amount], which shall be deemed appropriate and adequate to cover the costs and expenses incurred by the DISTRICT.

**21.0 TERMINATION**

21.1 This AGREEMENT may be terminated in whole or in part by the DISTRICT for its convenience; but only after the CONSULTANT is given thirty (30) days written notice.

21.2 This AGREEMENT may be terminated in whole or in part by either party in the event the other party fails to substantially fulfill its obligations under this AGREEMENT through no fault of the terminating party; but only after the other party is given:

**SECTION C – SPECIMEN CONTRACT GENERAL TERMS AND  
CONDITION(S)  
SOLICITATION NO.: RFP-240020**

21.2.1 not less than ten days, written notice of intent to terminate; and

21.2.2 an opportunity for consultation with the terminating party and to cure the failure prior to termination.

21.3 In the event of termination, with or without cause, DISTRICT's obligations shall be limited to payment to CONSULTANT for Goods/Services that have been provided/performed by CONSULTANT up to the effective date of termination. CONSULTANT shall submit to DISTRICT, for no additional fee, any reports in progress at the time of termination, for cause or otherwise.

21.4 This AGREEMENT shall terminate immediately and all payments due shall be forfeited if, in the performance of this AGREEMENT, CONSULTANT makes any improper payments, engages in unlawful conduct, or uses any part of the compensation received under this AGREEMENT for an illegal purpose.

## **22.0 INSURANCE**

22.1 Prior to CONSULTANT's provision/performance of the Goods/Services described herein, and prior to DISTRICT's Notice to Proceed, the CONSULTANT shall procure and maintain the following insurances at its own expense during the entire term of the AGREEMENT in accordance with the requirements set forth in this Section 22 and in **Exhibit D, Insurance Requirements**:

22.1.1 Worker's Compensation, statutory limits

22.1.2 General Liability Insurance

22.1.3 Automobile Liability

22.1.4 Professional Liability Insurance

22.2 In addition, prior to CONSULTANT's provision/performance of the Goods/Services, CONSULTANT shall furnish to DISTRICT a certificate of insurance as evidence of the existence of the above insurance coverage in the requisite amounts.

22.3 The insurance required hereunder shall be primary coverage for all claims arising from or as a result of CONSULTANT's performance hereunder. DISTRICT shall be identified as an additional insured on the CONSULTANT General Liability, Automobile Liability, and Professional Liability coverage.

22.4 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 DISTRICT or other persons, and the CONSULTANT is encouraged to purchase any additional insurance it deems necessary or appropriate.

**SECTION C – SPECIMEN CONTRACT GENERAL TERMS AND  
CONDITION(S)  
SOLICITATION NO.: RFP-240020**

**23.0 ENTIRE AGREEMENT**

23.1 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 that 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.

**24.0 ASSIGNMENT**

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

**25.0 SUBCONTRACTS**

25.1 CONSULTANT shall not subcontract this AGREEMENT without prior written approval of the DISTRICT.

**26.0 AMENDMENTS AND NOTICES**

26.1 Any amendments to this AGREEMENT shall have no effect unless they are in writing and signed by an authorized representative or designee of the DISTRICT and the CONSULTANT.

26.2 Except as otherwise specifically provided herein, any notices to be furnished from one party to the other shall be sent by certified US Mail and e-mail to the following addresses:

**To DISTRICT:**

CLARK COUNTY WATER RECLAMATION DISTRICT  
Attn: END-USER, END-USER SECTION  
Attn: BUYER NAME, Procurement Solutions Section  
5857 E. Flamingo Road, Las Vegas, Nevada 89122  
PHONE (702) 668-XXXX; (702) 668-XXXX  
FAX (702) 668-XXXX; (702) 668-9090  
E-mail: end-user name@[cleanwaterteam.com](mailto:cleanwaterteam.com); buyername@[cleanwaterteam.com](mailto:cleanwaterteam.com)

**To CONSULTANT:**

COMPANY NAME  
Attn: XXXXXXXXXXXX  
ADDRESS  
CITY, STATE, ZIP CODE  
PHONE (XXX) XXX-XXXX  
FAX (XXX) XXX-XXXX  
E-mail: XXXXXXXXXXXX

**27.0 DISCLOSURE OF OWNERSHIP/PRINCIPALS**

27.1 CONSULTANT must provide the information requested on the attached “**Disclosure of Ownership/Principals**” form, **Exhibit C**.

**SECTION C – SPECIMEN CONTRACT GENERAL TERMS AND  
CONDITION(S)  
SOLICITATION NO.: RFP-240020**

**28.0 ACCEPTANCE OF WORK**

28.1 CONSULTANT and DISTRICT agree that the payment and acceptance of any payment under this AGREEMENT shall not constitute DISTRICT's final acceptance of the Goods/Services, but that final acceptance shall be made in writing by the DISTRICT's General Manager.

28.2 DISTRICT's General Manager may delegate any or all of his/her responsibilities under this AGREEMENT to appropriate staff members by written notice of same to CONSULTANT, which shall be effective immediately upon delivery of such written notice.

**29.0 WAIVER**

29.1 The DISTRICT's failure 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.

**30.0 DISPUTE RESOLUTION**

30.1 CONSULTANT and DISTRICT shall make a good faith effort at resolving any dispute relating to the provision/performance of the Goods/Services under this AGREEMENT. At all times, CONSULTANT shall carry on the work and maintain the progress schedule in accordance with the requirements of this AGREEMENT and the determination of DISTRICT, pending resolution of any dispute. Any claims which cannot be settled through the good faith efforts shall be resolved in accordance with Paragraph 32.0 below.

**31.0 REMEDIES**

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

**32.0 GOVERNING LAW AND VENUE**

32.1 Nevada Law shall govern the interpretation, enforcement, and resolution of disputes concerning the performance or non-performance of the AGREEMENT. Any action to enforce the terms of this AGREEMENT shall be filed in the appropriate state or federal court in Nevada.

**33.0 SIGNATURE AUTHORIZATION**

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

**34.0 COUNTERPARTS; ELECTRONIC DELIVERY**

34.1 This AGREEMENT may be executed in counterparts, all such counterparts will constitute the same AGREEMENT and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other

**SECTION C – SPECIMEN CONTRACT GENERAL TERMS AND  
CONDITION(S)  
SOLICITATION NO.: RFP-240020**

counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

**35.0 FISCAL FUNDING OUT**

35.1 DISTRICT reasonably believes that funds can be obtained sufficiently to make all payments during the term of this AGREEMENT. If DISTRICT does not allocate funds to continue the purchase of the goods/services this AGREEMENT shall be terminated when appropriated funds expire.

**36.0 RIGHT TO MARKET**

36.1 The CONSULTANT may not publish or sell any information from or about this AGREEMENT without the prior written consent of the DISTRICT and the AWARING AGENCY. The DISTRICT prohibits the use of its name, and will not participate in any advertisement for CONSULTANT, to represent an express or implied endorsement of the CONSULTANT or its services.

**37.0 FAIR EMPLOYMENT PRACTICES**

37.1 The Board of Trustees is committed to promoting full and equal business opportunity for all persons doing business in Clark County. CONSULTANT acknowledges that DISTRICT has an obligation to ensure that public funds are not used to subsidize private discrimination. CONSULTANT recognizes that if they or their officers, employees, contractors, and/or agents are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, DISTRICT may declare CONSULTANT in breach of this AGREEMENT, terminate this AGREEMENT, and designate CONSULTANT as non-responsible for this AGREEMENT and future contracts.

37.2 In connection with the performance of this AGREEMENT, the CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, national origin, or any other protected status 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.

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

37.4 Any violation of such provision by CONSULTANT constitutes a material breach of this AGREEMENT.

**SECTION C – SPECIMEN CONTRACT GENERAL TERMS AND  
CONDITION(S)  
SOLICITATION NO.: RFP-240020**

**38.0 ISRAEL BOYCOTT DISCLAIMER**

38.1 In accordance with NRS 332.065, by executing this Agreement, the CONSULTANT certifies that it is not currently engaged in, and for the duration of the Term will not to engage in, a boycott of Israel.

**39.0 DATA PRIVACY AND SECURITY**

39.1 Nevada's data security laws (NRS Chapter 603A) require businesses to implement and maintain reasonable security measures and to encrypt Personal Information before electronically transmitting it outside of an internal secured network. "Personal Information" is a natural person's first name or first initial and last name in combination with any one or more of the following data elements: 1) social security number; 2) driver's license number or identification card number; 3) account number, credit card number or debit card number, in combination with any required security code, access code or password that would permit access to the person's financial account; 4) medical or health insurance identification number; and 5) a user name, unique identifier or email address in combination with a password or other information that would permit access to an account. Civil penalties, including money damages, may be awarded to an aggrieved party for violation of this law.

39.2 CONSULTANT shall comply with Nevada's data security laws and with the terms and conditions set forth in this AGREEMENT in its collection, receipt, transmission, storage, disposal, use and disclosure of Personal Information transmitted to it by the DISTRICT.

39.3 At least annually, CONSULTANT shall implement and maintain a written information security program including appropriate policies and procedures that are reviewed for new risk assessments.

39.4 CONSULTANT shall implement administrative, physical and technical safeguards to protect Personal Information from unauthorized access, acquisition, disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this AGREEMENT.

39.5 CONSULTANT agrees to notify the DISTRICT, without unreasonable delay and in the most expedient time possible, of a security breach where unencrypted Personal Information transferred to CONSULTANT by the DISTRICT was, or is reasonably believed to have been, acquired by an unauthorized person.

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**SECTION C – SPECIMEN CONTRACT GENERAL TERMS AND  
CONDITION(S)  
SOLICITATION NO.: RFP-240020**

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**

**COMPANY NAME**

By: \_\_\_\_\_  
THOMAS A. MINWEGEN  
General Manager

By: \_\_\_\_\_  
CONTACT PERSON  
Title

APPROVED AS TO AVAILABLE FUNDING:

By: \_\_\_\_\_  
CHARLES OCANSEY  
Deputy General Manager, Finance

APPROVED AS TO LEGALITY ONLY:

By: \_\_\_\_\_  
DAVID J. STOFT  
General Counsel

**SECTION C – SPECIMEN CONTRACT GENERAL TERMS AND  
CONDITION(S)**

**SOLICITATION NO.: RFP-240020**

**ALL DOCUMENTS REFERENCED BELOW WILL BE ATTACHED TO THIS AGREEMENT AS THE FOLLOWING  
EXHIBIT(S)**

Exhibit A: Final Scope of Services dated \_\_\_\_\_

Exhibit B: SUCCESSFUL OFFEROR Proposal dated \_\_\_\_\_

Exhibit C: Final Fee Schedule dated \_\_\_\_\_

Exhibit D: Disclosure of Ownership/Principals (see Exhibit VII)

Exhibit E: Insurance Requirements (see Attachments “A” and “B”)

Exhibit F: DISTRICT Mobilization Policy for Contractors/Consultants (see Attachment “C”)

Exhibit G: Subcontractor Information (see Exhibit V)

Exhibit H: Safety and Security Requirements (see Attachment “D”)

Exhibit I: Federal Cross-Cutting Requirements (see Attachment “E”)

Exhibit J: Federal Grant Compliance Provisions (see Attachment “F”)

Exhibit K: Certifications (see Appendix I)

**SECTION D - SPECIAL TERMS AND CONDITIONS**  
**SOLICITATION NO.: RFP-240020**

**1.0 DISCLOSURE OF OWNERSHIP:**

1.1 Any OFFEROR 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 VII. Failure to fill out the subject form by the OFFEROR may be cause for rejection of Proposal.

**2.0 PROJECT ADMINISTRATION:**

2.1 Questions regarding the scope of the project, technical specifications, proposed applications, etc., may be addressed to the DISTRICT'S designated technical representative(s) at the Pre-Proposal conference.

**3.0 PROCUREMENT TIMELINE/SCHEDULE:**

3.1 Listed below are the important and estimated completion dates and times for this Request for Proposal (RFP).

<b><u>EVENT</u></b>	<b><u>DATE</u></b>
Date of RFP Issued	October 27, 2023
Pre-Proposal Conference	November 8, 2023
Questions from OFFERORs Due to DISTRICT	November 15, 2023
Proposals Due from OFFEROR(s)	November 30, 2023
BOT Agenda Date for Contract Award (Estimated)	January 16, 2024
Contract Start Date ( <i>Estimated</i> )	February 1, 2024

**4.0 TAXES:**

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

**5.0 PUBLIC RECORDS:**

5.1 The DISTRICT 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 DISTRICT'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 DISTRICT may not be disclosed until the proposal is recommended for award of a contract.

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## **SECTION E - SPECIFICATIONS / SCOPE OF WORK**

### **SOLICITATION NO.: 240020**

#### **1.0 INTRODUCTION:**

- 1.1 The DISTRICT is soliciting proposals from experienced firms to provide cultural resource management services and environmental services related to the National Environmental Policy Act (NEPA) compliance, National Historical Preservation Act (NHPA) and other federal cross-cutter compliance requirements.

#### **2.0 BACKGROUND:**

- 2.1 The DISTRICT currently owns and operates six (6) wastewater treatment facilities in unincorporated Clark County. In addition to the Flamingo Water Resource Center, located on East Flamingo Road, the other facilities are in Moapa Valley, Indian Springs, Blue Diamond, Searchlight and Laughlin. The DISTRICT treats and returns more than one hundred million gallons of water a day back into the environment. The DISTRICT 's collection system, which is over 2,200 miles of underground pipe, provides valuable infrastructure for protecting the public health. To support its infrastructure, the DISTRICT carries out various capital improvement projects throughout Clark County, which include rehabilitation of pipelines and manholes as well as new construction to ensure the continued reliability of the sanitary sewer system. The DISTRICT has recently applied for, and received, federal and state funding for its various projects. Federally funded programs, such as grant and state revolving loan funds, require federally cross-cutting reviews to be approved for the award. These include environmental reviews, cultural resource reviews, and other specialized reviews from subject matter experts to comply with federal award requirements.
- 2.2 The DISTRICT seeks OFFEROR for the National Environmental Policy Act (NEPA), National Historical Preservation Act (NHPA) and other federal cross-cutter compliance requirements.

#### **3.0 GENERAL INFORMATION/OVERVIEW:**

- 3.1 Plant expansion, Plant rehabilitation, Collection System expansion, and Collection System Rehabilitation are constant at DISTRICT facilities. Additionally, the DISTRICT is actively applying for various grant opportunities. Some grants may be approved for use by the DISTRICT after the award of the resulting contract. SUCCESSFUL OFFEROR will provide environmental and cultural resource management services to ensure compliance with the National Environmental Policy Act and federal cross-cutters for ongoing grant- and state revolving loan-funded opportunities.

#### **4.0 SCOPE OF SERVICES:**

- 4.1 SUCCESSFUL OFFEROR will be required to review each DISTRICT project for compliance with the National Environmental Policy Act and federal cross-cutters for ongoing grant- and state revolving loan-funded opportunities in compliance with all applicable local state, and federal regulations
- 4.1.1 Prepare all requisite applicable documents to comply and maintain compliance with NEPA including, but not limited to, Categorical Exclusion requests documents, Environmental Assessments (EAs), Environmental Impact Statements Findings of No Significant Impact (FONSI) documents, and/or Environmental Information Document (EID), as required.
- 4.1.2 Provide required information to support compliance with Section 7 or Section 10 of the Endangered Species Act, which includes but is not limited to, preparing informal consultation information and preparing a Biological Assessment (BA) in accordance with federal grants requirements.
- 4.1.3 Section 106 of the National Historic Preservation Act, which includes but is not limited to:
- 4.1.3.1 A written description of the recipient's project, including the proposed use(s) for the property and if the project will entail visual disturbances, ground disturbance, demolition, new construction, restoration, or renovation.
- 4.1.3.2 Literature reviews, including but not limited to, Nevada Cultural Resource Information System (NVCRIS); National Register of Historic Properties (NRHP); Government Land Office Plats, Historical Indices, and Master Title Plats; Current and historic USGS topographic maps; Archival records available through online repositories; and State and regional publications describing the prehistory/history of the area.

## **SECTION E - SPECIFICATIONS / SCOPE OF WORK**

### **SOLICITATION NO.: 240020**

- 4.1.3.3 Identification and consultation with appropriate State Historic Preservation Officers (SHPOs) and/or Tribal Historic Preservation Officers (THPO)
  - 4.1.3.4 A map, photographs, and/or drawings clearly demarcating the project's Area of Potential Effects (APE) per applicable local, state, and federal regulations.
  - 4.1.3.5 Descriptions of all known properties and/or historic districts that are listed, or eligible for listing, in the National Register, within in the APE, and descriptions and evaluations of all other properties in the APE for National Register-eligibility (regardless of age) based on the National Register criteria. Descriptions should be based on materials such as background research on historic properties, oral history interviews, field surveys and/or investigations, and past planning, research, and studies, and should include information such as a property's location, the year of its construction and previous ownership (as applicable).
  - 4.1.3.6 A documented finding from a qualified archaeologist or architectural historian of the anticipated effects of the project on cultural resources within the Area of Potential Effects (APE), consistent with Section 106 of the National Historic Preservation Act (NHPA) and all applicable local, state, and federal regulations.
  - 4.1.3.7 An explanation of why the Criteria of Adverse Effect were found applicable or inapplicable, including any conditions or future actions to avoid, minimize, or mitigate adverse effects per applicable local, state, and federal regulations.
  - 4.1.3.8 A list of Native American contacts provided by the Native American Heritage Commission (NAHC) by utilizing the Sacred Lands File and Native American Contacts List Requests.
  - 4.1.4 Coordination with NEPA consistent with Section 106 of the National Historic Preservation Act (NHPA) and all applicable local state, and federal regulations.
  - 4.1.5 Monthly, up to one (1) hour status meetings, for the duration of the contract period to discuss project needs.
  - 4.1.6 Up to two (2) meetings with state or federal grant or revolving loan compliance teams, if needed, per grant project.
  - 4.1.7 Assisting or leading in responses to regulatory requests including, but not limited to, requests for information, rejection of submitted documents, and/or responses to findings of the regulators.
  - 4.2 **Additional Services:**
    - 4.2.1 The DISTRICT may at its sole discretion request additional services not specifically listed but are related to the general scope of services requested herein. Services may include but are not limited to:
      - 4.2.1.1 Attendance at unanticipated meetings.
      - 4.2.1.2 Other environmental or historical preservation services related to the Logandale Sewer Extension EPA Community Grant, any other project and or grant specifically referenced in this RFP document, and any future projects and or grants not directly referenced in this RFP document.
- 5.0 WORKSITE LOCATION:**
- 5.1 Project areas are within unincorporated Clark County, with anticipated projects in Indian Springs, Moapa Valley, Searchlight, Blue Diamond, Laughlin, and the Las Vegas Valley.
- 6.0 TIMEFRAME:**
- 6.1 Complete all NEPA environmental reviews, Section 7 ESA, and Section 106 NHPA compliance documentation or related filings (such as the NAHC requests) within sixty (60) days of request.
  - 6.2 Support any revisions or follow-up environmental compliance needs within ten (10) business days.

## **SECTION E - SPECIFICATIONS / SCOPE OF WORK**

### **SOLICITATION NO.: 240020**

#### **7.0 FEE SCHEDULE:**

- 7.1 Fee schedule will include fixed amount for the items identified under **Article 4.0, SCOPE OF SERVICES** of **SECTION E** of the document.
- 7.2 If additional services are required, the **SUCCESSFUL OFFEROR** will provide a written scope of services, cost estimate and proposed schedule for **DISTRICT** approval. **SUCCESSFUL OFFEROR** will start the additional services only upon receipt of written approval from **DISTRICT**.

#### **8.0 SUBCONTRACTING SERVICES:**

- 8.1 Services specified by this scope of services document shall not be subcontracted by the **SUCCESSFUL OFFEROR**, except as identified in the **SUCCESSFUL OFFEROR**'s cost proposal, without prior written approval of **DISTRICT**.
- 8.2 The **DISTRICT** may require verification of all amounts paid to subcontractors by **SUCCESSFUL OFFEROR**.
- 8.3 Nothing contained in the resulting **CONTRACT** or any subcontract awarded by **SUCCESSFUL OFFEROR** shall create any contractual relationship between any such subcontractor and **DISTRICT**. Any and all costs for any subcontracting services must be disclosed at the time of the proposal. **SUCCESSFUL OFFEROR** shall be solely responsible for any additional cost incurred by such subcontractor.

#### **9.0 COMPLETION:**

- 9.1 **SUCCESSFUL OFFEROR** should be prepared to provide documentation in compliance with federal award requirements and supplemental documentation to support the **DISTRICT**'s desire to reimburse for these services through the federal award.

#### **10.0 UPCOMING PROJECTS:**

- 10.1 Below is a not all-inclusive list of upcoming **DISTRICT** projects provided for informational purposes to allow the **OFFERORS** a better understanding of the intent and scope of this RFP.
- 10.1.1 Logandale Sport Complex Offsite Sewer Project- Project will construct approximately 8,000 linear feet of sanitary sewer in the Moapa Valley (Logandale and Overton, NV) for community use. (Only if ongoing monitoring is needed during the project)
- 10.1.2 The Club at Sunrise Reclaimed Water Infrastructure Rehabilitation: Modifications to the infrastructure delivering reclaimed water to an end user, allowing for an aging and failing pressurized water line to be decommissioned. The project includes the removal of old water lines (including obsolete asbestos-containing pipe) and the installation of new water lines, meters, and valves, and associated construction activities (dewatering, landscape restoration, quality control, etc.).
- 10.1.3 Indian Springs Collection System Replacement: Construction of over one mile of 8-inch and 15-inch sewer main to serve the Indian Springs Community.
- 10.2 Below is a list of tentative projects that may commence during the term of the resulting contract.
- 10.2.1 Security improvements at the FWRC
- 10.2.2 Solar field/photovoltaic project and/or generators at the FWRC
- 10.2.3 Moapa Valley - Lateral Extension from Private Package Plan

#### **11.0 CONTRACT RENEWALS/PRICE ADJUSTMENT REQUESTS:**

- 11.1 The resulting contract will be for a period of one (1) year with four (4) one-year renewal options to accommodate FY23/24 approved grants and any future grants awarded to the **DISTRICT**. Depending on the type of the final contract award, the following economic price adjustment language may become part of the resulting contract. Upon the expiration of the initial one-year term of the resulting Agreement, **CONSULTANT** may submit a request

**SECTION E - SPECIFICATIONS / SCOPE OF WORK**  
**SOLICITATION NO.: 240020**

for price adjustment. Such request shall include data that supports that SUCCESSFUL OFFEROR experienced an increase in compensation for its employees based on inflation or cost of living adjustment (not to exceed the Employment Cost Index posted by Bureau of Labor Statistics for the same category/industry type) submitted at least thirty (30) calendar days in advance of the annual renewal date to the DISTRICT, Purchasing Administrator. The DISTRICT will review the request and determine if the price increase is warranted. Price increases shall not be retroactive. A price adjustment can only occur if SUCCESSFUL OFFEROR has been notified in writing of District's approval of the new price(s). Only one written price adjustment request(s) shall be accepted from SUCCESSFUL OFFEROR annually.

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## **SECTION F – PROPOSAL OUTLINE & MINIMUM CONTENT REQUIREMENTS**

### **SOLICITATION NO.: RFP-240020**

To simplify the review process and to obtain the maximum degree of comparability, the Proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. OFFEROR(s) are encouraged to include additional relevant information.

#### **1.0 TITLE PAGE:**

1.1 The title page should include the title and number of the RFP, name and address of the OFFEROR(s), and the date of the Proposal.

#### **2.0 OFFER & SUBMITTAL FORM:**

2.1 PROPOSAL MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE OFFEROR, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

#### **3.0 LETTER OF TRANSMITTAL:**

3.1 A letter of transmittal shall include the following:

3.1.1 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representation on behalf of the OFFEROR. Relationship between offering firms (if applicable) and indication of the location of the office from which the work on this project will be performed.

3.1.2 A statement that the per-unit proposed price and/or hourly rate are/is the total fixed price for the goods and services enumerated.

3.1.3 A statement that the person signing the letter of transmittal is authorized to legally bind the OFFEROR; that the Proposal and the total fixed price contained therein shall remain firm for a period of one hundred-eighty (180) days, and that the Proposal will comply with the requirements and arrangements stated within the RFP.

#### **4.0 EXPERTISE/EXPERIENCE/QUALIFICATIONS:**

##### **4.1. Firm Expertise/Experience/Qualifications**

4.1.1 Provide a brief statement describing the OFFEROR's background information, history, similar project/references (EXHIBIT III), resources (i.e. the number and nature of key personnel to be employed in this project on a full-time and part-time basis), track record and any applicable licenses/certifications. Please include the following specific information:

4.1.1.1 Provide a brief description of the overall qualifications (related to each of the components of the scope of work (**SECTION E, Article 4.0**)) of your firm and of the proposed project team to execute similar or related type projects/services.

4.1.1.2 Using Exhibit III, list similar projects, including the name, telephone number and e-mail address of the owner's representative in charge of the project (contact person), contract award date and completion date, description of services and the name(s) of proposed Key Personnel and their roles in the listed projects.

4.1.2 Summarize your firm's capabilities and experience related to the project in the following areas:

4.1.2.1 Project management capability in performing related services;

4.1.2.2 Knowledge of NEPA and Federal Cross-Cutting Requirements (particularly but not solely Section 106 and Section 7);

4.1.2.3 Knowledge of wastewater treatment facilities;

4.1.2.4 Experience with Federal EPA and State Revolving Fund projects.

# **SECTION F – PROPOSAL OUTLINE & MINIMUM CONTENT REQUIREMENTS**

## **SOLICITATION NO.: RFP-240020**

### **4.2 Project Manager Expertise/Experience/Qualifications**

- 4.2.1 Identify the Project Manager to be assigned to this project. Include the Project Manager's qualifications and prior similar project experience that best illustrate his/her expertise to perform the requested services. Specifically indicate the following:
- 4.2.1.1 Project Manager's experience in NEPA and Federal Cross Cutting Requirements (specify each requirement, i.e. Section 106, Section 7, etc.) reviews.
  - 4.2.1.2 Project Manager's experience with wastewater treatment facilities.
  - 4.2.1.3 Experience with federal EPA and State Revolving Fund projects.
- 4.2.2 For projects listed, include the name, telephone number and e-mail address of the owner's representative in charge of the project.
- 4.2.3 Provide resume information relevant to similar projects, including:
- 4.2.3.1 Years of experience providing similar services;
  - 4.2.3.2 Years with the firm;
  - 4.2.3.3 Years of experience in the proposed role/position;
  - 4.2.3.4 Years of experience with public sector or utility clients;
  - 4.2.3.5 Education and training (indicate the year in which it was completed);
  - 4.2.3.6 All applicable valid licenses and certifications;
  - 4.2.3.7 Technical skills relevant to the project.

### **4.3 Key Personnel Expertise/Experience/Qualifications**

- 4.3.1 Identify the Key Personnel proposed to lead and be responsible for major tasks and work elements on this project. Include prior similar project experience that best illustrates his/her expertise to perform the requested services. Specifically indicate the following:
- 4.3.1.1 Key Personnel's responsibility for each deliverable and the extent of their project participation and time commitment;
  - 4.3.1.2 The percentage of work time each key personnel will be dedicated to this project;
  - 4.3.1.3 Key Personnel's experience in experience in NEPA and Federal Cross-Cutting Requirements (specify each requirement, i.e. Section 106, Section 7, etc.) reviews;
  - 4.3.1.4 Key Personnel's experience with wastewater treatment facilities
  - 4.3.1.5 Experience with Federal EPA and State Revolving Fund projects.
- 4.3.2 Provide qualifications of the Key Personnel, including the adequacy and appropriateness of their credentials and capabilities, and the relevance of their prior experience to this project.
- 4.3.3 For projects listed include the name, telephone number and e-mail address of the owner's representative in charge of the project.
- 4.3.4 Provide resume information for each Key Personnel relevant to similar projects, including:
- 4.3.4.1 Years of experience providing similar services;
  - 4.3.4.2 Years with the firm;
  - 4.3.4.3 Years of experience in the proposed role/position;
  - 4.3.4.4 Years of experience with public sector or utility clients;
  - 4.3.4.5 Education and training (indicate the year in which it was completed);
  - 4.3.4.6 All applicable valid licenses and certifications;
  - 4.3.4.7 Technical skills relevant to the project.

### **4.4 Geographical Location**

- 4.4.1 Indicate your firm's local presence by providing the following information:
- 4.4.1.1 Will all your key staff assigned to perform the services requested herein be located in the OFFEROR's local office during the term of the resulting contract with the OWNER? If not, please specifically identify which of your key staff

## **SECTION F – PROPOSAL OUTLINE & MINIMUM CONTENT REQUIREMENTS**

### **SOLICITATION NO.: RFP-240020**

(include names & functions, i.e. project manager, biofilter testing, etc.) is located in your local office or elsewhere (by number and percentage).

4.4.1.2 Will your firm be able to legally execute contracts at the local office?

#### **4.5 Organizational Structure**

4.5.1 Provide an organizational chart of proposed project team or staff (Project Manager/Key Personnel) for this project, including the relationship between the Project Manager and Key Personnel. Note: Project Manager and Key Personnel identified herein and assigned to the project are not to be replaced without obtaining prior written authorization from the DISTRICT prior and during the term of the resulting contract.

#### **5.0 PROPOSED STRATEGY AND OPERATIONAL PLAN:**

5.1 Provide a detailed description and methodology of the proposed plan for the RFP requirements, which should include, but not be limited to the following:

5.1.1 An explanation/statement of the OFFEROR's understanding of the work that must be accomplished via this RFP; and

5.1.2 A detailed description that clearly defines the OFFEROR(s) method of approach that will be utilized in the successful achievement of the RFP's intended Scope of Work.

5.1.3 Expectations for involvement and information gathering the OFFEROR needs from the DISTRICT to accomplish the services.

5.1.4 Provide a high-level project plan including detailed description of all tasks, phases, milestones, deliverables (documentation, reports, reviews, surveys, studies), meetings, and number of days after issuance of DISTRICT purchase order (PO) that each task shall be accomplished (schedule). An example for the purpose of this submittal, shall read as (Milestone One shall be completed 30 days after issuance of PO). Include the following specific information:

##### **5.1.4.1 Details of Services**

5.1.3.1.1 Provide details with specific task descriptions to demonstrate that the OFFEROR has considered all aspects of the project and that the OFFEROR will cover them thoroughly.

##### **5.1.4.2 Schedule**

5.1.4.2.1 Provide detailed schedule for all tasks. The schedule should highlight key milestones.

##### **5.1.4.3 Collaboration**

5.1.4.3.1 If partnering/utilizing a sub-consultant, include a list of individuals and companies that will be collaborating on this project. The list should include what deliverables they will be assisting with and their time commitment to this project.

##### **5.1.5.4 Quality Control Procedure/Program**

5.1.5.4.1 Describe current in-house quality control and review programs in place to ensure quality and accuracy of produced documentation.

#### **6.0 RESERVED**

#### **7.0 RESERVED**

#### **8.0 PRICING STRUCTURE:**

8.1 **Provide a detailed breakdown of fees for Groups 1.1 and 1.2 – Cultural Resource Management & Environmental Services related to NEPA Compliance and Federal Cross-Cutters and Group 2 – Additional**

## **SECTION F – PROPOSAL OUTLINE & MINIMUM CONTENT REQUIREMENTS**

### **SOLICITATION NO.: RFP-240020**

**Services as requested in Exhibit VI – Sample Pricing Sheet. Failure to provide pricing for each of the aforementioned groups, to price all aspects of the services and/or providing a different fee schedule in lieu of the requested pricing structure may result in points being deducted from OFFEROR’S overall score.**

- 8.1.1 Pursuant to **Group 1.1 of Exhibit VI – Sample Pricing Sheet**, provide pricing for each sample Task shown on the Sample Pricing Sheet to complete services described in SECTION E – SPECIFICATIONS/SCOPE OF WORK, Article 4.1. Include the breakdown by person/category/classification, their hourly billing rates and number of hours allotted per each person/category/classification to complete each Task. Use **Sample Hourly Rate Breakdown Sheet** included as part of Group 1.1. Group 1.1 may not represent comprehensive tasks that would be required to complete all the requested services and is included for evaluation purposes.
- 8.1.2 Pursuant to **Group 1.2 of Exhibit VI – Sample Pricing Sheet**, provide the hourly billing rates for each person/category/classification assigned to this project needed to complete all services as described in SECTION E – SPECIFICATIONS/SCOPE OF WORK, Article 4.1. The final hourly billing rates will be binding on the SUsCESSFUL OFFEROR. If using a sub-contractor, include classification rates for all sub-contractor personnel and any associated fees.
- 8.1.3 Pursuant to **Group 2 of Exhibit VI – Sample Pricing Sheet**, provide the hourly billing rates for each person/category/classification assigned to this project to complete the services as described in SECTION E – SPECIFICATIONS/SCOPE OF WORK, Article 4.2. The final hourly billing rates will be binding on the SUsCESSFUL OFFEROR. If using a sub-contractor, include classification rates for all sub-contractor personnel and any associated fees.
- 8.1.4 In the event the unit price item(s) are provided within the Pricing Sheet, and the total indicated for good/service item(s) does not equal the correct total amount (i.e. unit price multiplied (x) by estimated quantity equal (=) total amount), the unit price shall govern, and the total amount will be corrected accordingly. Mathematical errors in the Proposal will be corrected by DISTRICT. If there is no cost for a unit price, the OFFEROR MUST enter "0" or write the words "NO COST".
- 8.1.5 The Pricing Proposal should cover all costs including consultant fees and expenses related to the completion of the services requested herein (salary, overhead, administration, travel and profit, other applicable fees, equipment/supplies, etc.).

#### **9.0 CONTENTS:**

- 9.1 The contents should be identified by section, description, page number, and should include, at a minimum, the following sections:
  - 9.1.1 Title Page
  - 9.1.2 Signed Offer and Submittal Form (Exhibit I)
  - 9.1.3 Letter of Transmittal
    - 9.1.4.1 Firm Expertise/Experience/Qualifications
    - 9.1.4.2 Project Manager Expertise/Experience/Qualifications
    - 9.1.4.3 Key Personnel Expertise/Experience/Qualifications
    - 9.1.4.4 Geographical Location
    - 9.1.4.5 Organizational Structure
  - 9.1.5 Proposed Strategy and Operational Plan
  - 9.1.6 Reserved

<b>SECTION F – PROPOSAL OUTLINE &amp; MINIMUM CONTENT REQUIREMENTS</b> <b>SOLICITATION NO.: RFP-240020</b>
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- 9.1.7 Reserved
- 9.1.8 Sample Pricing Sheet (Exhibit VI)
- 9.1.9 Addendum(s) Acknowledgement Form (Exhibit II)
- 9.1.10 Reserved
- 9.1.11 Business Designation Group Form (Exhibit IV)
- 9.1.12 Subcontractor Information Form (Exhibit V)
- 9.1.13 Disclosure of Ownership/Principals Form (Exhibit VII)
- 9.1.14 Business License Information Form (Exhibit VIII)
- 9.1.15 Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information or Alternate Proposals.
- 9.1.16 Compliance with the DISTRICT contract general terms and conditions (SECTION C) or exceptions, if any.
- 9.1.17 Certifications (Appendix I)

**SECTION G – EVALUATION AND SELECTION PROCESS**  
**SOLICITATION NO.: RFP-240020**

**1.0 EVALUATION SUMMARY:**

1.1 Proposals considered in the selection process will be evaluated by an Evaluation Committee according to the evaluation criteria listed in SECTION G – EVALUATION AND SELECTION PROCESS, Article 2.0 SELECTION PROCESS. An evaluation committee will develop a short list of OFFEROR(s) based upon the initial review of each Proposal received. The short-listed OFFEROR(s) may be scheduled for a structured oral presentation, demonstration and/or interview. Such presentations will be at no cost to the DISTRICT. At the end of the oral presentation, demonstration and/or interview, the evaluation of the short-listed OFFEROR(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarification when deemed necessary to any or all OFFEROR(s). The oral presentations, demonstrations and/or interview may be recorded and/or videotaped.

**2.0 SELECTION PROCESS:**

2.1 The award of this contract(s) will be made to the OFFEROR(s) offering the response which best meets the needs of the DISTRICT. The DISTRICT may make investigations, as it deems necessary, to determine the capabilities of the OFFEROR(s) to create, modify and implement the required goods/services. The OFFEROR(s) shall furnish to the DISTRICT such data as the DISTRICT may request for this purpose. The DISTRICT reserves the right to reject any offer if the evidence submitted by or the investigation of the OFFEROR(s) fails to satisfy the DISTRICT or the OFFEROR(s) is deemed unqualified to provide the goods/services contemplated. Each Proposal will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

- |       |   |     |
|-------|---|-----|
| 2.1.1 | Expertise/Experience/Qualifications         | 60% |
| 2.1.2 | Proposed Strategy and Operational Plan      | 10% |
| 2.1.3 | Reasonableness of Cost                      | 25% |
| 2.1.4 | Conformance to RFP Requirements (pass/fail) | 5%  |

2.2 Following the evaluation of proposals and without further discussion, the DISTRICT may at its sole option award a contract. Do not assume there will be an opportunity for submittal of additional information. Proposals should, therefore, be submitted initially on the most favorable terms, i.e. as if it were your "best and final offer."

2.3 The highest rated OFFEROR will be selected to negotiate contractual terms, level of effort, scope of services and the fees. Upon successful negotiations, an award recommendation will be made and may require BOT approval. Contract award will be made to the OFFEROR whose proposal best complies with the RFP and will be the most advantageous to the DISTRICT, as indicated by the final score.

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**EXHIBIT I – OFFER AND SUBMITTAL FORM  
SOLICITATION NO.: RFP-240020**

OFFEROR HEREBY OFFERS AND AGREES TO FURNISH THE MATERIAL(S) AND/OR SERVICE(S) REFERENCED WITHIN ITS PROPOSAL(S) AND ANY SUBSEQUENT NEGOTIATION(S), WHICH SHALL BE IN COMPLIANCE WITH ALL TERMS, CONDITIONS, SPECIFICATIONS, AND ADDENDA SPECIFIED WITHIN THE REQUEST FOR PROPOSAL AND ANY WRITTEN EXCEPTIONS IN THE OFFER. OFFEROR UNDERSTANDS THAT THE ITEMS IN THIS REQUEST FOR PROPOSAL, INCLUDING, BUT NOT LIMITED TO, ALL REQUIRED CERTIFICATES ARE FULLY INCORPORATED HEREIN AS A MATERIAL AND NECESSARY PART OF THE CONTRACT.

THE UNDERSIGNED HEREBY STATES, UNDER PENALTY OF PERJURY, THAT ALL INFORMATION PROVIDED IS TRUE, ACCURATE, AND COMPLETE, AND STATES THAT HE/SHE HAS THE AUTHORITY TO SUBMIT THIS PROPOSAL, WHICH WILL RESULT IN A BINDING CONTRACT IF ACCEPTED BY CLARK COUNTY WATER RECLAMATION DISTRICT AND THIS OFFER AND ALL CONTENTS WITHIN THE PROPOSAL SHALL REMAIN FIRM FOR A PERIOD OF ONE HUNDRED EIGHTY (180) DAYS.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT I HAVE THE LEGAL AUTHORIZATION TO BIND THE FIRM HEREUNDER:

Respectfully Submitted:

\_\_\_\_\_  
(Print or Type Name of OFFEROR – Full Company Name)

DISTRICT Vendor No. (If already doing business with DISTRICT): \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Authorized Officer or Agent)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address of OFFEROR: \_\_\_\_\_  
Street Address or P.O. Box

\_\_\_\_\_  
City – State – Zip Code

Telephone No. of OFFEROR: (\_\_\_\_\_) \_\_\_\_\_

Fax No. of OFFEROR: (\_\_\_\_\_) \_\_\_\_\_

E-mail Address of OFFEROR: \_\_\_\_\_

<b>EXHIBIT II – ADDENDUM(S) ACKNOWLEDGEMENT FORM</b> <b>SOLICITATION NO.: RFP-240020</b>
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OFFEROR is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum: **FAILURE TO ACKNOWLEDGE ALL ADDENDA ISSUED MAY RESULT IN REJECTION OF PROPOSAL.**

Addendum No.		Addendum No.		Addendum No.	
Addendum No.		Addendum No.		Addendum No.	
Addendum No.		Addendum No.		Addendum No.	

**EXHIBIT III – REFERENCES FORM**  
**SOLICITATION NO.: RFP-240020**

In order to receive RFP award consideration, the OFFEROR must be able to demonstrate that they are currently providing and/or had at least three contract(s) over the past five years, as a prime supplier, in providing Goods/Services that are similar in size and scope to the requirements as specified within this RFP. OFFEROR must provide references that can attest to the OFFEROR's overall abilities/performance in conducting similar work. The DISTRICT reserves the right to inspect the OFFEROR's previous/current work/project(s), current place of business to evaluate goods, equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they may relate to the OFFEROR's overall performance in meeting the DISTRICT's minimum specified requirements. The OFFEROR's references should be included in the spaces provided below. Please attach another piece of paper if necessary. **IT IS THE OFFEROR'S RESPONSIBILITY TO ENSURE THAT THE PROVIDED REFERENCES CONTACT INFORMATION IS VALID AND/OR UP-TO-DATE. OFFEROR'S CAPABILITY AND EXPERIENCE IS A CRITERIA THAT WILL BE EVALUATED.**

1. Organization Name: \_\_\_\_\_ Customer Industry Type: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person Name/Title: \_\_\_\_\_  
Contact Person E-Mail Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Proposed Team Member(s) Name & Role \_\_\_\_\_  
Contract Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Organization Name: \_\_\_\_\_ Customer Industry Type: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person Name/Title: \_\_\_\_\_  
Contact Person E-Mail Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Proposed Team Member(s) Name & Role \_\_\_\_\_  
Contract Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Organization Name: \_\_\_\_\_ Customer Industry Type: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person Name/Title: \_\_\_\_\_  
Contact Person E-Mail Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Proposed Team Member(s) Name & Role \_\_\_\_\_  
Contract Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT IV – BUSINESS DESIGNATION GROUP FORM**  
**SOLICITATION NO.: RFP-240020**

**FOR INFORMATIONAL PURPOSES ONLY:**

The above referenced firm is a  MBE  WBE  PBE  SBE  VET  DVET  NBE  ESB  LBE as defined below.

***STATE OF NEVADA BUSINESSES***

**MINORITY OWNED BUSINESS ENTERPRISE (MBE):**

An independent and continuing Nevada 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 Nevada 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 Nevada 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 Nevada 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.

**VETERAN BUSINESS ENTERPRISE (VET):**

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

**DISABLED VETERAN BUSINESS ENTERPRISE (DVET):**

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

**NEVADA BUSINESS ENTERPRISE (NBE):**

Any Nevada business which has the resources necessary to sufficiently perform identified DISTRICT projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

**EMERGING SMALL BUSINESS (ESB):**

Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

***BUSINESSES IN OTHER STATES***

**LARGE BUSINESS ENTERPRISE (LBE):**

An independent and continuing business for profit which performs a commercially useful function and is not located in Nevada.

**EXHIBIT V – SUBCONTRACTOR INFORMATION FORM**  
**SOLICITATION NO.: RFP-240020**

It is SUCCESSFUL OFFEROR's intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET, NBE, ESB and LBE subcontractors in association with AGREEMENT:

1. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:    MBE    WBE    PBE    SBE    VET    DVET    NBE    ESB    LBE
  
2. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:    MBE    WBE    PBE    SBE    VET    DVET    NBE    ESB    LBE
  
3. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:    MBE    WBE    PBE    SBE    VET    DVET    NBE    ESB    LBE
  
4. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:    MBE    WBE    PBE    SBE    VET    DVET    NBE    ESB    LBE
  
5. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:    MBE    WBE    PBE    SBE    VET    DVET    NBE    ESB    LBE
  
6. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:    MBE    WBE    PBE    SBE    VET    DVET    NBE    ESB    LBE
  
7. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:    MBE    WBE    PBE    SBE    VET    DVET    NBE    ESB    LBE

No MBE, WBE, PBE, SBE, VET, DVET, NBE, ESB, LBE subcontractors will be used.

**EXHIBIT VI – SAMPLE PRICING SHEET**  
**SOLICITATION NO.: RFP-240020**

**Group 1.1** – Please provide pricing for each Task as shown below to complete services described in **SECTION E – SPECIFICATIONS/SCOPE OF WORK, Article 4.1**. Include the breakdown by person/category/classification, hourly billing rate and number of hours allotted per each person/category/classification to complete each Task. Use Sample “*Tasks - Hourly Rate Breakdown*” Sheet included under this **Group 1.1**. This Group may not represent comprehensive tasks that would be required to complete all the requested services and is included for evaluation purposes.

**Group 1.1 TASKS (Services described in SECTION E – SPECIFICATIONS/SCOPE OF WORK, Article 4.1)**

LINE ITEM	DESCRIPTION	ESTIMATED QTY.	UNIT OF MEASURE	UNIT PRICE/ HOURLY RATE	TOTAL EXTENDED PRICE (UNIT PRICE X EST. QTY.) =
1	Task 1, Kick-Off Meeting (4 projects)	4	EA	\$	\$
2	Task 2, Monthly Status Meetings (4.1.5)	12	EA	\$	\$
3	Task 3, Meetings with state or federal grant or loan compliance team (4.1.6) (4 projects)	8	EA	\$	\$
4	Task 4, Project Management	10	HR	\$	\$
5	Task 5, Literature Review	16	HR	\$	\$
6	Task 6, Literature Review Report and Monitoring Plan (4 projects)	80	HR	\$	\$
7	Task 7, Cultural Resource Monitoring (1 project, 4 weeks)	4	EA	\$	\$
8	Task 8, Cultural Resource Monitoring Report (1 project)	20	HR	\$	\$
9	Task 9, Categorical Exclusion Request, Environmental Assessment, Environmental Impact Statement, Finding of No Significant Impact, Environmental Information Document	20	HR	\$	\$
10	Task 10, Section 7 or Section 10 consultation information and Biological Assessment	30	HR	\$	\$
11	Task 11, GIS Products (project map, photograph, drawing) (4 projects)	4	EA	\$	\$

**GROUP 1.1 AMOUNT**

**\$**

**EXHIBIT VI – SAMPLE PRICING SHEET**  
**SOLICITATION NO.: RFP-240020**

**Group 1.1 TASKS - Hourly Rate Breakdown Sheet (Services described in SECTION E – SPECIFICATIONS/SCOPE OF WORK, Article 4.1)**

CATEGORY/CLASSIFICATION	PRINCIPAL	PROJECT MANAGER	SENIOR CONSULTANT	SENIOR STAFF	STAFF	CLERICAL	TOTAL HOURS	TOTAL PRICE
Hourly Rate	\$____	\$____	\$____	\$____	\$____	\$____	_____	\$
Task 1, Kick-Off Meeting (4 projects)	__HRs	__HRs	__HRs	__HRs	__HRs	__HRs	_____	\$
Task 2, Monthly Status Meetings (4.1.5)	__HRs	__HRs	__HRs	__HRs	__HRs	__HRs	_____	\$
Task 3, Meetings with state or federal grant or loan compliance team (4.1.6) (4 projects)	__HRs	__HRs	__HRs	__HRs	__HRs	__HRs	_____	\$
Task 4, Project Management	__HRs	__HRs	__HRs	__HRs	__HRs	__HRs	_____	\$
Task 5, Literature Review	__HRs	__HRs	__HRs	__HRs	__HRs	__HRs	_____	\$
Task 6, Literature Review Report and Monitoring Plan (4 projects)	__HRs	__HRs	__HRs	__HRs	__HRs	__HRs	_____	\$
Task 7, Cultural Resource Monitoring (1 project, 4 weeks)	__HRs	__HRs	__HRs	__HRs	__HRs	__HRs	_____	\$
Task 8, Cultural Resource Monitoring Report (1 project)	__HRs	__HRs	__HRs	__HRs	__HRs	__HRs	_____	\$
Task 9, Categorical Exclusion Request, Environmental Assessment, Environmental Impact Statement, Finding of No Significant Impact, Environmental Information Document	__HRs	__HRs	__HRs	__HRs	__HRs	__HRs	_____	\$
Task 10, Section 7 or Section 10 consultation information and Biological Assessment	__HRs	__HRs	__HRs	__HRs	__HRs	__HRs	_____	\$
Task 11, GIS Products (project map, photograph, drawing) (4 projects)	__HRs	__HRs	__HRs	__HRs	__HRs	__HRs	_____	\$

**EXHIBIT VI – SAMPLE PRICING SHEET**  
**SOLICITATION NO.: RFP-240020**

**Group 1.2** - Please provide the hourly billing rates for each person/category/classification assigned to this project to complete the services as described in **SECTION E – SPECIFICATIONS/SCOPE OF WORK, Article 4.1**. This information is requested to secure pricing for the requested services for each of the individual project review requested during the term of the contract.

**YEAR ONE (1), Group 1.2 - All services described in SECTION E – SPECIFICATIONS/SCOPE OF WORK, Article 4.1**

LINE ITEM	DESCRIPTION OF PERSONNEL	UNIT OF MEASURE	UNIT PRICE/ HOURLY RATE (REGULAR HOURS)	UNIT PRICE/ HOURLY RATE (OVERTIME, WEEK-END, HOLIDAYS)
1	Principal	HR	\$	\$
2	Senior Consultant	HR	\$	\$
3	Project Manager	HR	\$	\$
4	Senior Staff	HR	\$	\$
5	Staff	HR	\$	\$
6	Clerical	HR	\$	\$
7	Others (specify)	HR	\$	\$
8	Others (specify)	HR	\$	\$
9	Others (specify)	HR	\$	\$

**EXHIBIT VI – SAMPLE PRICING SHEET**  
**SOLICITATION NO.: RFP-240020**

**Group 2** - Please provide the hourly billing rates for each person/category assigned to this project to complete the services as described in **SECTION E – SPECIFICATIONS/SCOPE OF WORK, Article 4.2**. This information is requested to secure pricing for additional services that are unknown at this time and that may be requested on an “as needed basis” during the term of the contract.

**YEAR ONE (1), Group 2 - Services described in SECTION E – SPECIFICATIONS/SCOPE OF WORK, Article 4.2**

<b>LINE ITEM</b>	<b>DESCRIPTION OF PERSONNEL</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE/ HOURLY RATE (REGULAR HOURS)</b>	<b>UNIT PRICE/ HOURLY RATE (OVERTIME, WEEK-END, HOLIDAYS)</b>
1	Principal	HR	\$	\$
2	Senior Consultant	HR	\$	\$
3	Project Manager	HR	\$	\$
4	Senior Staff	HR	\$	\$
5	Staff	HR	\$	\$
6	Clerical	HR	\$	\$
7	Others (specify)	HR	\$	\$
8	Others (specify)	HR	\$	\$
9	Others (specify)	HR	\$	\$

**EXHIBIT VI – SAMPLE PRICING SHEET**  
**SOLICITATION NO.: RFP-240020**

**Group 1.2** - Please provide the hourly billing rates for each person/category/classification assigned to this project to complete the services as described in **SECTION E – SPECIFICATIONS/SCOPE OF WORK, Article 4.1**. This information is requested to secure pricing for the requested services for each of the individual project review requested during the term of the contract.

**YEAR TWO (2), Group 1.2 - All services described in SECTION E – SPECIFICATIONS/SCOPE OF WORK, Article 4.1.**

<b>LINE ITEM</b>	<b>DESCRIPTION OF PERSONNEL</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE/ HOURLY RATE (REGULAR HOURS)</b>	<b>UNIT PRICE/ HOURLY RATE (OVERTIME, WEEK-END, HOLIDAYS)</b>
1	Principal	HR	\$	\$
2	Senior Consultant	HR	\$	\$
3	Project Manager	HR	\$	\$
4	Senior Staff	HR	\$	\$
5	Staff	HR	\$	\$
6	Clerical	HR	\$	\$
7	Others (specify)	HR	\$	\$
8	Others (specify)	HR	\$	\$
9	Others (specify)	HR	\$	\$

**EXHIBIT VI – SAMPLE PRICING SHEET**  
**SOLICITATION NO.: RFP-240020**

**Group 2 - Please provide the hourly billing rates for each person/category assigned to this project to complete the services as described in SECTION E – SPECIFICATIONS/SCOPE OF WORK, Article 4.2.** This information is requested to secure pricing for additional services that are unknown at this time and that may be requested on an "as needed basis" during the term of the contract.

**YEAR TWO (2), Group 2 - Services described in SECTION E – SPECIFICATIONS/SCOPE OF WORK, Article 4.2**

<b>LINE ITEM</b>	<b>DESCRIPTION OF PERSONNEL</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE/ HOURLY RATE (REGULAR HOURS)</b>	<b>UNIT PRICE/ HOURLY RATE (OVERTIME, WEEK-END, HOLIDAYS)</b>
1	Principal	HR	\$	\$
2	Senior Consultant	HR	\$	\$
3	Project Manager	HR	\$	\$
4	Senior Staff	HR	\$	\$
5	Staff	HR	\$	\$
6	Clerical	HR	\$	\$
7	Others (specify)	HR	\$	\$
8	Others (specify)	HR	\$	\$
9	Others (specify)	HR	\$	\$

**EXHIBIT VI – SAMPLE PRICING SHEET**  
**SOLICITATION NO.: RFP-240020**

**Group 1.2** - Please provide the hourly billing rates for each person/category/classification assigned to this project to complete the services as described in **SECTION E – SPECIFICATIONS/SCOPE OF WORK, Article 4.1**. This information is requested to secure pricing for the requested services for each of the individual project review requested during the term of the contract.

**YEAR THREE (3), Group 1.2 - All services described in SECTION E – SPECIFICATIONS/SCOPE OF WORK, Article 4.1.**

LINE ITEM	DESCRIPTION OF PERSONNEL	UNIT OF MEASURE	UNIT PRICE/ HOURLY RATE (REGULAR HOURS)	UNIT PRICE/ HOURLY RATE (OVERTIME, WEEK-END, HOLIDAYS)
1	Principal	HR	\$	\$
2	Senior Consultant	HR	\$	\$
3	Project Manager	HR	\$	\$
4	Senior Staff	HR	\$	\$
5	Staff	HR	\$	\$
6	Clerical	HR	\$	\$
7	Others (specify)	HR	\$	\$
8	Others (specify)	HR	\$	\$
9	Others (specify)	HR	\$	\$

**EXHIBIT VI – SAMPLE PRICING SHEET**  
**SOLICITATION NO.: RFP-240020**

**Group 2** - Please provide the hourly billing rates for each person/category assigned to this project to complete the services as described in **SECTION E – SPECIFICATIONS/SCOPE OF WORK, Article 4.2**. This information is requested to secure pricing for additional services that are unknown at this time and that may be requested on an “as needed basis” during the term of the contract.

**YEAR THREE (3), Group 2 - Services described in SECTION E – SPECIFICATIONS/SCOPE OF WORK, Article 4.2**

<b>LINE ITEM</b>	<b>DESCRIPTION OF PERSONNEL</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE/ HOURLY RATE (REGULAR HOURS)</b>	<b>UNIT PRICE/ HOURLY RATE (OVERTIME, WEEK-END, HOLIDAYS)</b>
1	Principal	HR	\$	\$
2	Senior Consultant	HR	\$	\$
3	Project Manager	HR	\$	\$
4	Senior Staff	HR	\$	\$
5	Staff	HR	\$	\$
6	Clerical	HR	\$	\$
7	Others (specify)	HR	\$	\$
8	Others (specify)	HR	\$	\$
9	Others (specify)	HR	\$	\$

**EXHIBIT VI – SAMPLE PRICING SHEET**  
**SOLICITATION NO.: RFP-240020**

**Group 1.2** - Please provide the hourly billing rates for each person/category/classification assigned to this project to complete the services as described in **SECTION E – SPECIFICATIONS/SCOPE OF WORK, Article 4.1**. This information is requested to secure pricing for the requested services for each of the individual project review requested during the term of the contract.

**YEAR FOUR (4), Group 1.2 - All services described in SECTION E – SPECIFICATIONS/SCOPE OF WORK, Article 4.1.**

LINE ITEM	DESCRIPTION OF PERSONNEL	UNIT OF MEASURE	UNIT PRICE/ HOURLY RATE (REGULAR HOURS)	UNIT PRICE/ HOURLY RATE (OVERTIME, WEEK-END, HOLIDAYS)
1	Principal	HR	\$	\$
2	Senior Consultant	HR	\$	\$
3	Project Manager	HR	\$	\$
4	Senior Staff	HR	\$	\$
5	Staff	HR	\$	\$
6	Clerical	HR	\$	\$
7	Others (specify)	HR	\$	\$
8	Others (specify)	HR	\$	\$
9	Others (specify)	HR	\$	\$

**EXHIBIT VI – SAMPLE PRICING SHEET**  
**SOLICITATION NO.: RFP-240020**

**Group 2** - Please provide the hourly billing rates for each person/category assigned to this project to complete the services as described in **SECTION E – SPECIFICATIONS/SCOPE OF WORK, Article 4.2**. This information is requested to secure pricing for additional services that are unknown at this time and that may be requested on an “as needed basis” during the term of the contract.

**YEAR FOUR (4), Group 2 - Services described in SECTION E – SPECIFICATIONS/SCOPE OF WORK, Article 4.2**

<b>LINE ITEM</b>	<b>DESCRIPTION OF PERSONNEL</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE/ HOURLY RATE (REGULAR HOURS)</b>	<b>UNIT PRICE/ HOURLY RATE (OVERTIME, WEEK-END, HOLIDAYS)</b>
1	Principal	HR	\$	\$
2	Senior Consultant	HR	\$	\$
3	Project Manager	HR	\$	\$
4	Senior Staff	HR	\$	\$
5	Staff	HR	\$	\$
6	Clerical	HR	\$	\$
7	Others (specify)	HR	\$	\$
8	Others (specify)	HR	\$	\$
9	Others (specify)	HR	\$	\$

**EXHIBIT VI – SAMPLE PRICING SHEET**  
**SOLICITATION NO.: RFP-240020**

**Group 1.2** - Please provide the hourly billing rates for each person/category/classification assigned to this project to complete the services as described in **SECTION E – SPECIFICATIONS/SCOPE OF WORK, Article 4.1**. This information is requested to secure pricing for the requested services for each of the individual project review requested during the term of the contract.

**YEAR FIVE (5), Group 1.2 - All services described in SECTION E – SPECIFICATIONS/SCOPE OF WORK, Article 4.1.**

LINE ITEM	DESCRIPTION OF PERSONNEL	UNIT OF MEASURE	UNIT PRICE/ HOURLY RATE (REGULAR HOURS)	UNIT PRICE/ HOURLY RATE (OVERTIME, WEEK-END, HOLIDAYS)
1	Principal	HR	\$	\$
2	Senior Consultant	HR	\$	\$
3	Project Manager	HR	\$	\$
4	Senior Staff	HR	\$	\$
5	Staff	HR	\$	\$
6	Clerical	HR	\$	\$
7	Others (specify)	HR	\$	\$
8	Others (specify)	HR	\$	\$
9	Others (specify)	HR	\$	\$

**EXHIBIT VI – SAMPLE PRICING SHEET**  
**SOLICITATION NO.: RFP-240020**

**Group 2** - Please provide the hourly billing rates for each person/category assigned to this project to complete the services as described in **SECTION E – SPECIFICATIONS/SCOPE OF WORK, Article 4.2**. This information is requested to secure pricing for additional services that are unknown at this time and that may be requested on an “as needed basis” during the term of the contract.

**YEAR FIVE (5), Group 2 - Services described in SECTION E – SPECIFICATIONS/SCOPE OF WORK, Article 4.2**

LINE ITEM	DESCRIPTION OF PERSONNEL	UNIT OF MEASURE	UNIT PRICE/ HOURLY RATE (REGULAR HOURS)	UNIT PRICE/ HOURLY RATE (OVERTIME, WEEK-END, HOLIDAYS)
1	Principal	HR	\$	\$
2	Senior Consultant	HR	\$	\$
3	Project Manager	HR	\$	\$
4	Senior Staff	HR	\$	\$
5	Staff	HR	\$	\$
6	Clerical	HR	\$	\$
7	Others (specify)	HR	\$	\$
8	Others (specify)	HR	\$	\$
9	Others (specify)	HR	\$	\$

# EXHIBIT VII – DISCLOSURE OF OWNERSHIP/PRINCIPALS

## SOLICITATION NO.: RFP-240020

### 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), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB). 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.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

**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.

**Nevada 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. (Do not leave blank. If none or zero, put the number 0 in the space provided.)**

**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, 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). **This will also include Clark County Detention Center.**

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 VII – DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

## SOLICITATION NO.: RFP-240020

<b>Business Entity Type (Please select one)</b>						
<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
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b>						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>POC Name:</b>		
				<b>Email:</b>		
				<b>Fax No:</b>		
<b>Nevada Local Street Address:</b>				<b>Website:</b>		
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
				<b>Local POC Name:</b>		
<b>Local Telephone No:</b>				<b>Email:</b>		

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. Are you a publicly-traded corporation?**     Yes     No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center 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.)
- 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, Department of Aviation, Clark County Detention Center 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	Print Name
Title	Date

**EXHIBIT VII – DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM  
SOLICITATION NO.: RFP-240020**

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, Department of Aviation, Clark County Detention Center 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 any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

**EXHIBIT VIII – BUSINESS LICENSE INFORMATION FORM**  
**SOLICITATION NO.: RFP-240020**

**BUSINESS LICENSE INFORMATION**

**CURRENT STATE:** \_\_\_\_\_ **LICENSE NO.** \_\_\_\_\_

**ISSUE DATE:** \_\_\_\_\_ **EXPIRATION DATE:** \_\_\_\_\_

**CURRENT COUNTY:** \_\_\_\_\_ **LICENSE NO.** \_\_\_\_\_

**ISSUE DATE:** \_\_\_\_\_ **EXPIRATION DATE:** \_\_\_\_\_

**CURRENT CITY:** \_\_\_\_\_ **LICENSE NO.** \_\_\_\_\_

**ISSUE DATE:** \_\_\_\_\_ **EXPIRATION DATE:** \_\_\_\_\_

# ATTACHMENT "A" – INSURANCE REQUIREMENTS

## SOLICITATION NO.: RFP-240020

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

### **1.0 FORMAT / TIME:**

1.1 SUCCESSFUL OFFEROR shall provide DISTRICT with Certificates of Insurance, per the sample format (page 61), for coverages as listed below, and endorsements affecting coverage required by this AGREEMENT within ten (10) calendar days after the award by DISTRICT. 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 AGREEMENT and any renewal periods.

### **2.0 BEST KEY RATING:**

2.1 DISTRICT requires insurance carriers to maintain during AGREEMENT term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the certificate of insurance.

### **3.0 DISTRICT COVERAGE:**

3.1 DISTRICT, its officers and employees must be expressly covered as additional insured except on workers' compensation insurance coverage's. SUCCESSFUL OFFEROR'S insurance shall be primary as respects DISTRICT, its officers and employees.

### **4.0 ENDORSEMENT / CANCELLATION:**

4.1 SUCCESSFUL OFFEROR'S commercial general liability, automobile liability insurance policy shall be endorsed to recognize specifically SUCCESSFUL OFFEROR'S AGREEMENT obligation of additional insured to DISTRICT. All policies must note that DISTRICT 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.

### **5.0 DEDUCTIBLES:**

5.1 All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$25,000**.

### **6.0 AGGREGATE LIMITS:**

6.1 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**.

### **7.0 COMMERCIAL GENERAL LIABILITY:**

7.1 Subject to paragraph 6 of this attachment, SUCCESSFUL OFFEROR 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.

### **8.0 AUTOMOBILE LIABILITY:**

8.1 Subject to paragraph 6 of this attachment, SUCCESSFUL OFFEROR 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 SUCCESSFUL OFFEROR and **any auto** used for the performance of services under

**ATTACHMENT "A" – INSURANCE REQUIREMENTS  
SOLICITATION NO.: RFP-240020**

AGREEMENT.

**9.0 WORKERS' COMPENSATION:**

9.1 SUCCESSFUL OFFEROR shall obtain and maintain for the duration of AGREEMENT, 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 SUCCESSFUL OFFEROR who is a Sole Proprietor shall be required to submit an affidavit (Attachment "B") indicating that SUCCESSFUL OFFEROR 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.

**10.0 FAILURE TO MAINTAIN COVERAGE:**

10.1 If SUCCESSFUL OFFEROR fails to maintain any of the insurance coverages required herein, DISTRICT may withhold payment, order SUCCESSFUL OFFEROR to stop the work, declare SUCCESSFUL OFFEROR in breach, suspend or terminate AGREEMENT, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. DISTRICT may collect any replacement insurance costs or premium payments made from SUCCESSFUL OFFEROR or deduct the amount paid from any sums due SUCCESSFUL OFFEROR under AGREEMENT.

**11.0 ADDITIONAL INSURANCE:**

11.1 SUCCESSFUL OFFEROR is encouraged to purchase any such additional insurance as it deems necessary.

**12.0 DAMAGES:**

12.1 SUCCESSFUL OFFEROR is required to remedy all injuries to persons and damage or loss to any property of DISTRICT, caused in whole or in part by SUCCESSFUL OFFEROR, their subcontractors or anyone employed, directed or supervised by SUCCESSFUL OFFEROR.

**13.0 COST:**

13.1 SUCCESSFUL OFFEROR shall pay all associated costs for the specified insurance. The cost shall be included in the Proposal price(s).

**14.0 INSURANCE SUBMITTAL ADDRESS:**

14.1 All Insurance Certificates requested shall be sent to the Clark County Water Reclamation District Procurement Solutions Section. See Article 4. "Submittal Procedure" in the Special Instructions to OFFEROR(s) section of this RFP for the appropriate mailing address.

**15.0 INSURANCE FORM INSTRUCTIONS:**

15.1 The following information must be filled in by SUCCESSFUL OFFEROR Insurance Company representative:

15.1.1 Insurance Broker's name, complete address, contact name, phone and fax numbers.

15.1.2 SUCCESSFUL OFFEROR'S name, complete address, phone and fax numbers.

15.1.3 Insurance Company's Best Key Rating

**16.1.4 Commercial General Liability (Per Occurrence)**

16.1.4.1 Policy Number

**ATTACHMENT "A" – INSURANCE REQUIREMENTS  
SOLICITATION NO.: RFP-240020**

16.1.4.2 Policy Effective Date

16.1.4.3 Policy Expiration Date

16.1.4.4 General Aggregate (\$2,000,000)

16.1.4.5 Products - Completed Operations Aggregate (\$2,000,000)

16.1.4.6 Personal & Advertising Injury (\$1,000,000)

16.1.4.7 Each Occurrence (\$1,000,000)

16.1.4.8 Fire Damage (\$50,000)

16.1.4.9 Medical Expenses (\$5,000)

**16.1.5 Automobile Liability (Any Auto)**

16.1.5.1 Policy Number

16.1.5.2 Policy Effective Date

16.1.5.3 Policy Expiration Date

16.1.5.4 Combined Single Limit (\$1,000,000)

**16.1.6 Worker's Compensation**

16.1.7 Description: RFP No. 240020 for Cultural Resource Management and Environmental Services Related to NEPA Compliance and Federal Cross-Cutters (must be identified on the initial insurance form and each renewal form).

16.1.8 Certificate Holder

16.1.8.1 Clark County Water Reclamation District  
c/o Procurement Solutions Section  
5857 East Flamingo Road  
Las Vegas, Nevada 89122

16.1.9 Appointed Agent Signature to include license number and issuing state.

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**ATTACHMENT "A" – INSURANCE REQUIREMENTS  
SOLICITATION NO.: RFP-240020**

POLICY NUMBER: \_\_\_\_\_ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

RFP NUMBER AND NAME: \_\_\_\_\_

**THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY  
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

CLARK COUNTY WATER RECLAMATION DISTRICT  
C/O PROCUREMENT SOLUTIONS SECTION  
5857 EAST FLAMINGO ROAD  
LAS VEGAS, NEVADA 89122

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

**ATTACHMENT "B" – AFFIDAVIT (ONLY REQUIRED FOR SOLE PROPRIETOR)  
SOLICITATION NO.: RFP-240020**

I, \_\_\_\_\_, on behalf of my company, \_\_\_\_\_ being  
(Name of Sole Proprietor) (Legal Name of Company)

duly sworn, depose and declare:

- 1.0 I am a Sole Proprietor;
- 2.0 I will not use the services of any employees in the performance of AGREEMENT, identified as RFP No. 240020 entitled Cultural Resource Management and Environmental Services Related to NEPA Compliance and Federal Cross-Cutters;
- 3.0 I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
- 4.0 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 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

**ATTACHMENT "C" – CONTRACTOR/CONSULTANT MOBILIZATION POLICY  
SOLICITATION NO.: RFP-240020**

**1.0 PURPOSE:**

This document provides detailed rules and procedures for all contractor/consultants incurring business mobilization expenses related to services provided to the DISTRICT pursuant to a contract with the DISTRICT.

**2.0 BUSINESS TRAVEL:**

- 2.1 Arrangements for business travel shall be made at the lowest, reasonable, and customary fare/rates available. Travel arrangements shall be booked 14 days in advance of departure, or sooner with prior written approval by the DISTRICT. DISTRICT shall not be responsible for any charges for upgrading or modifying business travel out of convenience or preference (i.e. upgrading to business/first class, changing your departure/arrival time), and such costs are the sole responsibility of the traveler.
- 2.2 Should unforeseen travel delays occur due to weather, national emergency, changes in schedule made by the carrier, etc., the traveler should use discretion when making alternative travel arrangements to ensure the lowest cost to the DISTRICT.
- 2.3 Travelers shall be held responsible for cancellation costs incurred if a trip is not taken as a result of their own actions.
- 2.4 Airport parking fees incurred during business travel for the DISTRICT will be reimbursed at Long Term/Economy parking rates.

**3.0 RENTAL CARS:**

- 3.1 Travelers may be allowed to rent a car at their destination when:
  - 3.1.1 It is less expensive (considering all costs including rental, fuel, and taxes) than other transportation such as taxis, public transportation, hotel, and/or airport shuttles.
  - 3.1.2 They are transporting heavy equipment, or large, bulky, or sensitive materials.
- 3.2 Car rental is limited to an economy/standard car. The DISTRICT will not pay for navigation systems, cellular telephones, upgrade in class, or other options provided by the rental company. DISTRICT will not reimburse traveler for insurance coverage provided by the rental car company. Refueling charges from the rental car company are not reimbursable, and only the cost of the lowest grade fuel (87 octane) will be reimbursed.
- 3.3 Only the traveler who signs the rental car agreement will be allowed to drive the rental car. The DISTRICT will not be responsible for the cost to add additional drivers to the rental car agreement.

**4.0 MILEAGE:**

- 4.1 Travelers will be reimbursed for mileage for using personal vehicles on approved business travel on a fixed mileage rate. If a private vehicle is used for personal convenience, the allowance for travel is one-half the standard mileage rate. Additionally, the maximum mileage reimbursement allowed for personal car usage will not exceed the cost of commercial airfare.
- 4.2 Travelers will not be reimbursed for any fuel cost, maintenance costs, car washes, towing, or repairs to their personal vehicles even if these costs result from approved business travel.
- 4.3 Compensation is not allowed for transportation to/from the home and principal place of business.

**5.0 LODGING, MEALS AND INCIDENTALS:**

**ATTACHMENT “C” – CONTRACTOR/CONSULTANT MOBILIZATION POLICY  
SOLICITATION NO.: RFP-240020**

- 5.1 Lodging, Meal and Incidental Per Diem Allowance is defined as a daily payment instead of reimbursement for actual expenses for all lodging (including taxes and fees), meal and incidental expenses, including tips.
- 5.2 Lodging, meal and incidental expenses for business-related travel on Monday through Friday will be reimbursed at the standard per diem rate established for federal government employees. Exceptions must be pre-approved in writing by authorized DISTRICT personnel.
- 5.3 Per federal guidelines, on the day of departure and the last day of travel, meal and incidental expenses will be reimbursed at 75% of the standard per diem rate for meals and incidental expenses.
- 5.4 The current Lodging, Meal and Incidental reimbursement rates for DISTRICT can be obtained via the Internet at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

**6.0 MEAL REIMBURSEMENT FOR ONE-DAY TRAVEL:**

Travelers shall not be reimbursed for meal and incidental expenses incurred for local and single-day travel. Meal and incidental expenses will only be reimbursed when the travel is outside the local area and for a duration longer than one of the traveler’s ordinary work days.

**7.0 MISCELLANEOUS TRAVEL EXPENSE EXCLUSIONS:**

- 7.1 Expenses such as alcohol, sightseeing, tours, souvenirs, gifts, toiletries, personal items, movies, health club fees, laundry, sporting events, spas, etc., and any other expenses incurred before or after approved business-related travel will not be reimbursed.
- 7.2 Travel expenses incurred by a spouse or other individual accompanying the traveler on business will not be reimbursed.
- 7.3 Expenses for travel insurance coverage will not be reimbursed.

**8.0 REIMBURSEMENT**

- 8.1 All original receipts must be submitted for items not included in Per Diem, including all transportation (airfare/bus/rail, etc.), rental car, rental car fuel, and airport parking fees.

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**ATTACHMENT “D” – SAFETY AND SECURITY REQUIREMENTS  
SOLICITATION NO.: RFP-240020**

**Safety Requirements**

The SUCCESSFUL OFFEROR and its sub-consultants and/or sub-contractors are responsible for the safety and proper training of their employees, representatives, and agents, and shall comply with the requirements of OSHA 1910, General Industry Standards, and OSHA 1926, Construction Industry Standards (when applicable).

The SUCCESSFUL OFFEROR and its sub-consultants and/or sub-contractors shall provide their employees, representatives, and agents with safety equipment, and shall only allow staff that is properly trained in the relevant safety procedures and equipped with safety equipment to perform work for DISTRICT. The DISTRICT may provide an inspector on a worksite on which SUCCESSFUL OFFEROR provides/performs goods/services; however, the DISTRICT shall not (and shall not be expected to) perform safety inspections or safety training of any kind. The SUCCESSFUL OFFEROR shall be required to provide a qualified safety representative for the worksite. Any and all hazardous-type materials brought on DISTRICT property will require pre-approval by the DISTRICT Project Manager.

In accordance with 29 CFR 1910.146, Confined Spaces, any of SUCCESSFUL OFFEROR's employees, representatives, and agents that enter any district-owned facility (e.g. lift station, manhole, and basin), must be properly trained and follow the mandates outlined in OSHA 1910 and/or OSHA 1926 as to confined spaces. SUCCESSFUL OFFEROR must provide training and all required equipment (non-stationary) for their employees, representatives, and agents as required by OSHA 1910 and/or OSHA 1926.

SUCCESSFUL OFFEROR and its sub-consultants and/or sub-contractors shall follow all procedures set forth in 29 CFR 1910.147, The Control of Hazardous Energy (Lockout Tag-Out), when applicable, including but not limited to any equipment used by the SUCCESSFUL OFFEROR that is powered or energized by any means and/or that could start automatically. All field staff for DISTRICT and SUCCESSFUL OFFEROR participating in the project shall be instructed on the pertinent OSHA standards for Lockout Tag-Out procedures/protocol.

Where applicable, you must adhere to the following programs/notification processes for “Call Before You Dig”/USA North <http://call811.com/map-page/nevada>, Clark County Traffic Operations **702-455-7544** and Las Vegas Computerized Traffic Systems **702-229-6611**.

SUCCESSFUL OFFEROR must utilize trained and qualified employees to perform the jobs/tasks as required by the pertinent standards within OSHA 1910 and 1926, as well as any other safety standards mandated by applicable law. SUCCESSFUL OFFEROR shall be solely responsible for ensuring compliance with this requirement.

**Any safety questions shall be made to:  
DISTRICT Safety Officer  
702-668-8030**

# **ATTACHMENT "D" – SAFETY AND SECURITY REQUIREMENTS SOLICITATION NO.: RFP-240020**

## **Security Requirements, Restrictions, and Procedures**

The DISTRICT facilities are secure sites. As such, while performing work on DISTRICT facilities, the SUCCESSFUL OFFEROR shall strictly adhere to these security requirements, restrictions, and procedures:

- 6 Only properly authorized and identified personnel will be allowed on DISTRICT facilities, and all authorized personnel shall prominently wear identification badges at all times when on the facility. These badges shall be issued by the DISTRICT and contain the individual's name, company affiliation, contract number for which work is being performed at the facility, and expiration date of authorization. SUCCESSFUL OFFEROR shall immediately collect and return to DISTRICT each badge for persons no longer needing access to the facility or no longer authorized to access the facility. SUCCESSFUL OFFEROR shall not allow any individuals onto DISTRICT facilities who have not been so authorized by the DISTRICT.
- 7 Authorization for access to a facility may be limited to certain areas of a facility and conditioned on and/or subject to an escort by a designated DISTRICT representative.
- 8 The SUCCESSFUL OFFEROR is responsible for maintaining security as to each DISTRICT facility while present thereon and/or therein.
- 9 SUCCESSFUL OFFEROR shall not leave any DISTRICT facility unlocked/unsecured. DISTRICT facilities shall remain locked at all times unless authorized personnel of SUCCESSFUL OFFEROR, or its subcontractor and/or sub-consultant, are located on or inside the facility.
- 10 SUCCESSFUL OFFEROR shall inform DISTRICT of every instance of ingress and egress of a DISTRICT facility. Specifically, for each instance in which SUCCESSFUL OFFEROR accesses or vacates a DISTRICT facility (including but not limited to, multiple visits to the facility in the same shift, leaving/returning from lunch breaks, ending a work shift, etc.), and prior to locking/unlocking or leaving/entering a DISTRICT facility, the SUCCESSFUL OFFEROR shall inform the designated DISTRICT representative that SUCCESSFUL OFFEROR or its sub-consultant(s) and/or sub-contractor(s) are entering/unlocking or leaving/locking the facility.
- 11 All vehicles and personnel entering or exiting the facility will be required to check in with the on-site security officers, if any. All vehicles and personnel entering the facility are subject to inspection. Failure to comply with an inspection request by security personnel will result in immediate removal of the vehicle or person from the facility and the banning of the vehicle or person from future access to the facility.
- 12 Unless otherwise approved by the DISTRICT, the SUCCESSFUL OFFEROR or its sub-consultant and/or subcontractor shall leave each facility in the same condition as it was in prior to accessing the facility. The SUCCESSFUL OFFEROR or its sub-consultant and/or subcontractor is not permitted to alter or affect the operation or functionality of the facility during the course of work performed thereon. SUCCESSFUL OFFEROR shall be liable for any and all damage to any part of a DISTRICT facility resulting in any way from an act or omission of the SUCCESSFUL OFFEROR or its subcontractor and/or sub-consultant.
- 13 SUCCESSFUL OFFEROR and its subcontractor and/or sub-consultant shall adhere to traffic, speed limit, and parking requirements applicable to the facility.
  - Weapons of all kinds are prohibited from all DISTRICT facilities (including but not limited to concealed weapons in parked cars).
  - DISTRICT may impose limitations on SUCCESSFUL OFFEROR's access to a facility at any time when reasonably necessary, including but not limited to, elevated security situations or maintenance activities. SUCCESSFUL OFFEROR and its subcontractors and/or sub-consultants may be removed and/or precluded from any facility in the

**ATTACHMENT "D" – SAFETY AND SECURITY REQUIREMENTS  
SOLICITATION NO.: RFP-240020**

event DISTRICT becomes aware of any act or threat of violence, misconduct, or violation of these requirements, restrictions, and procedures by SUCCESSFUL OFFEROR and its subcontractors and/or sub-consultants.

**Any security questions shall be made to:  
DISTRICT Safety/Security Administrator  
702- 668-8030**

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**ATTACHMENT “E” – FEDERAL CROSS-CUTTING REQUIREMENTS  
SOLICITATION NO.: RFP-240020**

**Federal Cross-Cutting Requirements:**

\*Numerous federal environmental laws and Executive Orders may apply to projects funded under the Clean Water State Revolving Fund (CWSRF), Drinking Water State Revolving Loan Fund (DWSRF) and other state or federal grant awards, which are referred to as the Federal Cross-Cutting authorities.

- a. ESA Section 7
- b. Section 106 of National Historic Preservation Act
- c. Federal Clean Air Act
- d. National Historic Preservation Act
- e. Migratory Bird Treaty Act
- f. Executive Order 11990 – Wetlands
- g. Safe Drinking Water Act
- h. Executive Order 12898 – Environmental Justice

\*Compliance with other cross-cutters may be need as determined by the SUCCESSFUL OFFEROR and the prospective funding agencies.

**ATTACHMENT “F” – FEDERAL CONTRACT PROVISIONS  
SOLICITATION NO.: RFP-240020**

**Federal Grant Compliance per 2 CFR § 200.326 and 2 CFR Part 200, Appendix II  
Contract Clauses for Non-Federal Entity Contracts Under Federal Awards (As Applicable)**

This Attachment is included with Request for Proposal (RFP) and Invitation to Bid (ITB) documents when any portion of the procurement is funded by a Federal Government Grant with the DISTRICT as Grantee or Sub-Grantee.

The Attachment ensures compliance with the 2 CFR §§200.318-326 Uniform Grant Guidance (UGG) standards as issued by the US Office of Management and Budget (OMB) Circular effective December 26, 2014. Compliance includes but is not limited to the following: General Procurement Standards, Competition, Methods of Procurement, Contracting with Small and Minority Businesses, Procurement of Recovered Materials, Contract Cost and Price, Federal Awarding Agency Review, Bonding Requirements and Contract Provisions.

OFFEROR(s) are required to understand and comply with the applicable federal standards and regulatory requirements, including but not limited to those specified in this Attachment. The awarded OFFEROR is advised the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific project for the purpose of making audits, examinations, excerpts, and transcriptions.

The Contract(s) resulting from Award of this RFP shall include the following provisions as per the Code of Federal Regulations-Title II- Part 200- Appendix II which are hereby incorporated into and form a part of the Terms and Conditions of the Contract.

(A) **Equal Employment Opportunity**.

Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60–1.3](#) must include the equal opportunity clause provided under [41 CFR 60–1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964–1965 Comp.](#), p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(B) **Davis-Bacon Act**, as amended ([40 U.S.C. 3141–3148](#)).

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141–3144](#), and [3146–3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(C) **Contract Work Hours and Safety Standards Act** ([40 U.S.C. 3701–3708](#)).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by

**ATTACHMENT “F” – FEDERAL CONTRACT PROVISIONS**  
**SOLICITATION NO.: RFP-240020**

Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(D) Rights to Inventions Made Under a Contract or Agreement.**

If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**(E) Clean Air Act ([42 U.S.C. 7401–7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended.**

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(F) Debarment and Suspension (Executive Orders 12549 and 12689)**

A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**(G) Byrd Anti-Lobbying Amendment, as amended ([31 U.S.C. 1352](#))**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If applicable, contractors must sign and submit to the non-federal entity the following certification. **Refer to Appendix “I”.**

**(H) Prohibition on Contracting for Covered Telecommunications Equipment or Services**

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

**ATTACHMENT "F" – FEDERAL CONTRACT PROVISIONS  
SOLICITATION NO.: RFP-240020**

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

**(I) Domestic Preferences for Procurements**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

**(J) Participation By Disadvantaged Business**

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

**(K) Access to Records**

The Contractor agrees to provide (DISTRICT), the Awarding Agency's Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the Awarding Agency's Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

**(L) Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding**

This is an acknowledgement that federal or state financial assistance may be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, Awarding Agency policies, procedures, and directives.

**ATTACHMENT "F" – FEDERAL CONTRACT PROVISIONS**  
**SOLICITATION NO.: RFP-240020**

(M) **No Obligation by Federal Government**

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(N) **Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

(O) **Affirmative Socioeconomic Steps**

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(P) **Procurement of Recovered Materials**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**APPENDIX "I" – CERTIFICATIONS  
SOLICITATION NO.: RFP-240020**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit to the DISTRICT Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**APPENDIX "I" – CERTIFICATIONS  
SOLICITATION NO.: RFP-240020**

**CERTIFICATION REGARDING CLEAN AIR ACT**

**Clean Air Act**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the (DISTRICT) and understands and agrees that the (DISTRICT) will, in turn, report each violation as required to assure notification to the Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Awarding Agency.

The undersigned certifies, to the best of his or her knowledge that \_\_\_\_\_, Offeror company or legal entity responding to this RFP, understands and is in compliance with, the applicable federal standards and regulatory requirements of the Clean Air Act.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**APPENDIX "I" – CERTIFICATIONS  
SOLICITATION NO.: RFP-240020**

**CERTIFICATION REGARDING CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

**Federal Water Pollution Control Act**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the (DISTRICT) and understands and agrees that the (DISTRICT) will, in turn, report each violation as required to assure notification to the Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by any federal or state financial assistance.

The undersigned certifies, to the best of his or her knowledge that \_\_\_\_\_, Offeror company or legal entity responding to this RFP, understands and is in compliance with, the applicable federal standards and regulatory requirements of the Clean Air Act.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**END OF REQUEST FOR PROPOSAL DOCUMENT  
SOLICITATION NO.: RFP-240020**

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