



**THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION IS
SOLICITING PROPOSALS FOR:**

**TECHNICAL ASSISTANCE FOR LEAD SERVICE LINE INVENTORIES
TO NEVADA DRINKING WATER SYSTEMS**

Notice of Funding Opportunity DEPS25-009

RELEASE DATE & TIME: Friday, May 10, 2024 @ 9:00 AM

DEADLINE FOR SUBMISSION: Friday, June 7, 2024 @ 5:00 PM

For additional information, please contact:

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For ease of responding to the NFO, vendors are encouraged to download the NFO from the NDEP's website at <https://ndep.nv.gov/posts/category/water>.

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I. Acronyms / Definitions

<i>Awarded Vendor</i>	The organization/individual that is awarded and has an approved subgrant with the State of Nevada for the services identified in this NFO
<i>BAS</i>	Nevada Division of Environmental Protection, Bureau of Administrative Services
<i>BSDW</i>	Nevada Division of Environmental Protection, Bureau of Safe Drinking Water
<i>Confidential Information</i>	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal.
<i>DCNR / NDEP DIVISION/AGENCY</i>	The Division/Agency requesting services as identified in this NFO. Department of Conservation & Natural Resources, Nevada Division of Environmental Protection.
<i>DWSRF</i>	Drinking Water State Revolving Fund
<i>EPA</i>	United States Environmental Protection Agency
<i>Evaluation Committee</i>	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the NFO.
<i>GAAP</i>	Generally Accepted Accounting Principles
<i>GIS</i>	Geographic Information System
<i>Goods</i>	The term “goods” as used in this NFO has the meaning ascribed to it in NRS §104.2105(1) and includes, without limitation, “supplies”, “materials”, “equipment”, and “commodities”.
<i>GPS</i>	Global Positioning System
<i>GSA</i>	General Services Administration www.gsa.gov .
<i>Key Personnel</i>	Vendor staff responsible for oversight of work during the life of the project and for deliverables.
<i>LCR</i>	Lead and Copper Rule

<i>May</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<i>Must</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>NAC</i>	Nevada Administrative Code – All applicable NAC documentation may be reviewed via the internet at www.leg.state.nv.us .
<i>NIFS</i>	Nevada Infrastructure Financial System
<i>NOA</i>	Notice of Award – formal notification of the State’s decision to award a subgrant, pending NDEP Administrator approval of said subgrant, any non-confidential information becomes available upon written request.
<i>NFO</i>	Notice of Funding Opportunity
<i>NPDWR</i>	National Primary Drinking Water Regulations
<i>NRS</i>	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at www.leg.state.nv.us .
<i>OFA</i>	Nevada Division of Environmental Protection, Office of Financial Assistance
<i>Pacific Time (PT)</i>	Unless otherwise stated, all references to time in this NFO and any subsequent subgrant are understood to be Pacific Time.
<i>PNR</i>	Public Notification Rule
<i>PWS</i>	Public Water System
<i>Public Record</i>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records.
<i>SDWIS</i>	Safe Drinking Water Information System
<i>Shall</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>Should</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.

<i>State</i>	The State of Nevada and any agency identified herein.
<i>Subcontractor</i>	Third party, not directly employed by the Subgrantee, who will provide services identified in this NFO. This does not include third parties who provide support or incidental services to the Subgrantee.
<i>Subgrantee</i>	The company or organization that has an approved subgrant with the State of Nevada for services identified in this NFO. The subgrantee has full responsibility for coordinating and controlling all aspects of the subgrant, including support to be provided by any subcontractor(s). The Subgrantee will be the sole point of contact with the State relative to subgrant performance.
<i>TMF Capacity</i>	Technical, Managerial, & Financial Capacity
<i>User</i>	Department, Division, Agency or County of the State of Nevada
<i>Vendor</i>	Organization/individual submitting a proposal in response to this NFO.
<i>Will</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

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II. Introduction

NDEP is seeking proposals from qualified entities to provide lead service line inventory assistance to drinking water systems across Nevada.

The State may select one or more vendors to work on the components listed below for different communities/counties and may consider a variety of approaches if it is in the State’s best interest to do so. The resulting subgrant(s), administered by NDEP, will be for a term to begin July 1, 2024 and end on October 31, 2024, subject to the approval of the NDEP Administrator.

This NFO is being solicited in conformity to NRS 445A.265(2)(f). Funding for activities within this NFO are provided by the Safe Drinking Water Capitalization Grants (CFDA#66.468).

A. GOALS AND OBJECTIVES

Provide assistance to systems to complete and submit their required Lead Service Line Inventory by October 16, 2024.

III. Timeline

Deadline for submission and opening of proposals	No later than 5:00 PM on 06/07/2024
Evaluation Period (approximate timeline)	06/10/2024 to 07/01/2024
Selection of subgrantee(s)	On or about 07/01/2024
Subgrant(s) start date (contingent upon NDEP Administrator approval)	07/16/2024

IV. Proposal Submission Requirements: Format and Content

1. Vendor(s) shall submit the following as a complete proposal:
 - 1.1. Via email to b.miller@ndep.nv.gov containing the following PDF files:
 - 1.1.1. Technical Proposal;
 - 1.1.2. List of systems vendor wants to work with;
 - 1.1.3. Cost Proposal for each system.
2. The email shall contain:
 - 2.1. A title with the following information:
 - 2.1.1. NFO Number and Title
 - 2.1.2. Vendor Name
 - 2.1.3. Vendor Address
 - 2.1.4. Proposal Opening Date: June 7, 2024
 - 2.1.5. Proposal Opening Time: 5:00 PM (PT)
 - 2.2. PDF files attached to the email must be labeled with their Proposal.

- 3. The **Technical Proposal** shall contain:
 - 3.1. A title page with the following information:
 - 3.1.1. NFO Number and Title
 - 3.1.2. "Technical Proposal"
 - 3.1.3. Vendor Name
 - 3.1.4. Vendor Address
 - 3.1.5. Proposal Opening Date: June 7, 2024
 - 3.1.6. Proposal Opening Time: 5:00 PM (PT)
 - 3.2. Table of Contents;
 - 3.3. Vendor Information Sheet;
 - 3.3.1. Vendors shall submit the following information:

Company	
Company Name	
Street Address	
City, State, Zip + 4	
Telephone	
Toll Free	
Website	

Contact person for Questions / Subgrant Negotiations	
Name	
Title	
Address	
Email	
Telephone	

Name of Person Authorized to Bind the Organization	
Name	
Title	
Signature	
Date	

Company Information			
Ownership Structure			
NV Business License			
Unique Entity Identifier (Sam.gov)			
Years in Business in Nevada			
Number of Employees with the expertise to support the subgrant requirements:			
Locally		Nationally	
Location(s) where employees shall be based			

3.4. State Documents

3.4.1. The State Documents shall include the following:

- 3.4.1.1. The signature page from all amendments signed by an individual authorized to bind the organization;
- 3.4.1.2. Vendor Certifications Attachment C
- 3.4.1.3. Attachment I – Certification Regarding Lobbying signed by an individual authorized to bind the organization;
- 3.4.1.4. Copies of applicable certifications and/or licenses.

3.5. Response to Attachment A: Scope of Work;

- 3.5.1. Vendor shall place their written response in ***bold/italics*** immediately following the applicable NFO question, statement and/or section.

3.6. Response to Attachment B: Vendor Performance;

- 3.6.1. Vendor shall place their written response in ***bold/italics*** immediately following the applicable NFO question, statement and/or section.

3.7. Company Background;

- 3.7.1. Vendor shall provide a background/history and why vendor is qualified to provide the services described in this NFO. Limit response to no more than five (5) pages.

3.8. Subcontractor Information

- 3.8.1. Vendors requiring the use of subcontractors in their proposal shall provide the same information about the subcontractors in this section as required in sections 3.3.1 and 3.7.

3.9. Other Informational Material.

- 3.9.1. Information must be applicable and cross referenced with the proposal.

4. The **Cost Proposal** shall contain:

4.1. A title page with the following information:

- 4.1.1. NFO Title
- 4.1.2. “Cost Proposal”
- 4.1.3. Vendor Name
- 4.1.4. Vendor Address
- 4.1.5. Proposal Opening Date: June 7, 2024
- 4.1.6. Proposal Opening Time: 5:00 PM (PT)

4.2. Response to Attachment B: Vendor Performance and Response to Water System Needs;

- 4.2.1. Vendor shall place their written response in ***bold/italics*** immediately following the applicable NFO question, statement and/or section.

4.3. Response to cost proposal

- 4.3.1. Vendors must provide detailed fixed prices for all costs, including but not limited to positions and overhead costs, associated with the responsibilities and related services in the cost proposal. Clearly specify the nature of all expenses anticipated.

5. **References Letters**

- 5.1. Vendors shall provide references from the private and/or public-sector clients they wish to work with.
- 5.2. Vendors shall submit Attachment F, Reference Letter to their business references.
- 5.3. Vendors shall have their business references sent directly to the NFO Contact listed on page 1 of this NFO by the deadline.
 - 5.3.1. It is the vendor's responsibility to ensure that completed forms are received by the NDEP on or before the deadline as specified in Timeline for inclusion in the evaluation process. Reference Letters not received, or not complete, may adversely affect the vendor's score in the evaluation process.
 - 5.3.2. It is the vendor's responsibility to notify their business references that proper labeling of mailed documents to identify the NFO name and number is required to include:
 - 5.3.2.1. NFO Title;
 - 5.3.2.2. "Business Reference"
 - 5.3.2.3. Vendor Name
 - 5.3.2.4. Proposal Opening Date: June 7, 2024
 - 5.3.2.5. Proposal Opening Time: 5:00 PM (PT)
- 5.4. The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.
6. Proposals shall be received at the email address referenced above no later than the date and time specified in the Timeline. Proposals that do not arrive by proposal opening time and date shall not be accepted. Vendors may submit their proposal any time prior to the above stated deadline.

V. Notice of Funding Opportunity: Terms, Conditions & Evaluations Criteria

1. The State reserves the right to alter, amend, or modify any provisions of this NFO, or to withdraw this NFO, at any time prior to the award of a subgrant pursuant hereto, if it is in the best interest of the State to do so.
2. The State reserves the right to waive informalities and minor irregularities in proposals received.
3. The State reserves the right to reject any or all proposals received prior to subgrant award.
4. The State reserves the right to limit the scope of work prior to award, if deemed in the best interest of the State.
5. The State shall not be obligated to accept the lowest priced proposal but shall make an award in the best interest of the State of Nevada after all factors have been evaluated.
6. Any irregularities or lack of clarity in the NFO shall be brought to the attention of the NDEP designee as soon as possible so that corrective addenda may be furnished to prospective vendors.

7. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of the project, may be rejected.
8. Prices offered by vendors in their proposals are an irrevocable offer for the term of the subgrant and any subgrant extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this NFO. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
9. The State is not liable for any costs incurred by vendors prior to entering into a formal subgrant. Costs of developing the proposal or any other such expenses incurred by the vendor in responding to the NFO, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
10. Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals shall be returned only at the State's option and at the vendor's request and expense. The masters of the technical proposal and cost proposal of each response shall be retained for official files.
11. Proposals that do not comply with the requirements may be deemed non-responsive and rejected at the State's discretion.
12. Only names of vendors submitting proposals shall be announced at opening. Technical and cost details about proposals submitted shall not be disclosed.
13. For ease of evaluation, the technical and cost proposals shall be presented in a format that corresponds to and references sections outlined within this NFO and shall be presented in the same order. Written responses shall be in bold/italics and placed immediately following the applicable NFO question, statement and/or section.
14. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this NFO. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis shall be concentrated on conformance to the NFO instructions, responsiveness to the NFO requirements, and on completeness and clarity of content.
15. For purposes of addressing questions concerning this NFO, the sole point of contact shall be the contact as specified on Page 1 of this NFO. Upon issuance of this NFO, other employees and representatives of the agencies identified in the NFO shall not answer questions or otherwise discuss the contents of this NFO with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal.
16. Any vendor who believes there are irregularities or lack of clarity in the NFO or proposal requirements or specifications are unnecessarily restrictive, or limit competition shall notify the sole point of contact as specified on Page 1 of the NFO, in writing, as soon as possible so that corrective addenda may be furnished by the agency in a timely manner to all vendors.
17. If a vendor changes any material NFO language, vendor's response may be deemed non-responsive.

18. The vendor understands and acknowledges that the representations made in its proposal are material and important and shall be relied on by the State in its evaluation of a proposal. Any misrepresentation by a vendor shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
19. Each vendor shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract or subgrant failures, contract or subgrant breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet subgrant milestones or other contractual failures.
20. Proposals shall be kept confidential until a subgrant is awarded.
21. Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors. Any modifications made to the original proposal during the best and final negotiations shall be included as part of the subgrant.
22. A LOI shall be issued notifying vendors of the State's intent to award a subgrant to a vendor, pending successful negotiations. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. All information remains confidential until the issuance of the formal NOA. If subgrant negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a subgrant with the next highest scoring vendor or withdraw the NFO.
23. The evaluation committee is an independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the NFO.
24. Proposals shall be consistently evaluated and scored based upon the following criteria:

Criteria Description	Weight
1. Expertise and availability of key personnel	30%
2. Response to Attachment B: Vendor Performance	30%
3. Demonstrated Experience in Business References	20%
4. Conformance with the terms of this NFO	10%
5. Cost of anticipated services	10%

25. Vendors shall be notified that a subgrant has been successfully negotiated, executed and is awaiting approval of the NDEP Administrator. Any award is contingent upon the successful negotiation of final subgrant terms and upon approval of the NDEP Administrator. Any information in the NFO becomes available upon written request.

VI. Subgrant Terms and Conditions

1. The awarded vendor(s) shall agree and understand to follow the additional terms and conditions as outlined in Attachment K.
2. Funding for this subgrant will be provided through the Drinking Water Capitalization Grants (CFDA # 66.468) administered by the United States Environmental Protection Agency. NDEP's obligation to pay any sum to the Vendor under any provision of this subgrant is contingent upon the availability of sufficient funds to permit the payments provided for herein. In the event that sufficient funds as determined by NDEP do not become available for any reason, NDEP shall not be obligated to make any payments to the Vendor under this subgrant. This provision shall be construed as a condition precedent to the obligation of NDEP to make any payments under this subgrant. Nothing in this subgrant shall be construed to provide the Vendor with a right of priority for payment over any other vendor. If any payments, which are otherwise due to the Vendor under this subgrant, are deferred because of unavailability of sufficient funds, such payments will promptly be made to the Vendor when sufficient funds do become available.
3. The awarded vendor(s) shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Subgrant are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. See Attachment E.
4. The awarded vendor(s) shall agree and understand that:
 - 4.1. NDEP shall have complete approval authority of any task order issued;
 - 4.2. NDEP shall have the right to modify or require additional information be added to the task order as deemed necessary;
 - 4.3. NDEP reserves the right to determine whether a conflict of interest could negatively affect the success of a task order and the right to cancel a task order based on the actual or perceived conflict.
 - 4.4. No additional work is to be performed without a task order or task order change approved by NDEP. Exception: The awarded vendor shall be authorized to provide guidance to the PWS in emergency situations where public health is at immediate risk;
 - 4.5. All deliverables must utilize software and platforms widely available to computer and phone users that are free of charge to the water system.
 - 4.6. Any reports or data prepared under this agreement must remain non-proprietary.
 - 4.7. All work done by the vendor and their subcontractors, if applicable, shall be subject to inspection and acceptance by the State.
5. The awarded vendor(s) shall be responsible for:
 - 5.1. Obtaining NDEP approval when requesting to work with any outside service subcontractor prior to the start of a specific task;

- 5.2. Requesting use of Sub-consultants or subcontractors at the time the proposal is submitted;
 - 5.3. Selecting partnering subcontractor(s) in accordance with State and federal sub-agreement/subcontract procurement procedures, including submission of Attachment H – Cost Schedule;
 - 5.4. Management and accuracy of all partnering subcontractor and outside service subcontractor reports, invoices, documents, submittals and records. The selected firm is responsible to correct errors in reports, invoices, documents, submittals and records in accordance with State guidelines;
 - 5.5. Making a good faith effort to obtain services from disadvantaged business enterprises.
6. The awarded vendor(s) shall agree:
 - 6.1. That no services shall be performed by the awarded vendor(s) to complete regular operations or maintenance activities. The awarded vendor(s) may provide guidance/instructions on how to perform repairs or maintain assets as a training exercise; however, they will not be reimbursed for actually performing any operation and maintenance activities including in emergency situations;
 - 6.2. That the preparation of journal entries, auditing financial records or internal controls, along with rendering opinions over financial records and/or internal controls are not authorized in this subgrant and will not be reimbursed;
 - 6.3. That services may include attending board, council or other public meetings and providing presentations detailing assistance provided;
 - 6.4. That given the dispersion of public drinking water systems throughout the state, extensive travel may be required in the performance of services required herein:
 - 6.4.1. The awarded vendor(s) must follow State and NDEP guidelines in utilizing State Travel forms at current GSA and State approved rates. Travel includes automobile mileage, airfare (if applicable) and personnel per diem, at current GSA and State approved rates. Approved travel is on a reimbursement basis only with properly completed reimbursement forms and required receipts as identified in number 6.5.8.
 - 6.5. To comply with NDEP record-keeping requirements. The awarded vendor(s) must keep the originals and, within 30 calendar days, provide the NDEP with legible copies of all of the following records:
 - 6.5.1. Time sheets and payrolls;
 - 6.5.2. Invoices, and payment vouchers;
 - 6.5.3. Budget tracking ledgers that account for total subgrant expenses between labor, travel, equipment and administration expenses;
 - 6.5.4. Subcontract agreements and cost breakdowns;
 - 6.5.5. Change orders;
 - 6.5.6. Task orders; task order status reports, final task reports, and annual reports;
 - 6.5.7. Documentation concerning warranties, claims, disputes or noncompliance actions of subcontractors;
 - 6.5.8. Travel and per diem expenses, provided on State travel documents including:
 - 6.5.8.1. Signed hotel receipts;

- 6.5.8.2. Parking, public transportation, rental car, or miscellaneous transportation receipts;
 - 6.5.8.3. MapQuest or Google Maps to/from duty station to destination for mileage reimbursement claims;
 - 6.5.8.4. Other required forms and documents as outlined in the current division travel policy.
 - 6.5.9. Receipts for other prior approved expenses;
 - 6.5.10. Evidence that subcontractors have been paid.
- 6.6. Monthly Billing Invoices
- 6.6.1. The awarded vendor(s) shall provide monthly billings to NDEP through NIFS or other NDEP approved means no later than 30 calendar days after the month end except for the fiscal year end (June) invoice, which must be submitted 15 calendar days after the month end. Invoices must contain all necessary supporting documentation to substantiate the claim as outlined in section 6.5 of the terms and conditions of this NFO.
 - 6.6.2. All invoices submitted to NDEP for payment must contain the following statement:
 - 6.6.2.1. *“I certify the above costs are actual, necessary and allowable for the performance of this agreement. There are no duplicate costs, expenses have been appropriately allocated to funding sources, and the statement is mathematically correct. All Task Order Status Reports and Final Task Reports required under this subgrant are current.”*
 - 6.6.3. All invoices submitted to NDEP for payment must be signed by an authorized representative of the vendor.
- 6.7. The awarded vendor(s) shall provide an annual report of services provided, indicating which task orders have been requested, accepted, completed, payment received, or are pending completion. This report shall be submitted within 15 calendar days of July 1 of each year that the subgrant is in place and must be in a format approved by NDEP.
- 6.8. To be available to attend quarterly meetings, at least by phone, with NDEP to coordinate work plans and progress. NDEP may request additional meetings as necessary.
- 6.9. To maintain financial and accounting records and evidence pertaining to the subgrant in accordance with GAAP, federal grant reporting, and other procedures specified by NDEP. Such records, books, and other documents relevant to the subgrant shall be available to NDEP and its designees in a format acceptable to NDEP at all reasonable times during the term of the subgrant. The awarded vendor(s) shall allow NDEP, governmental auditors and state designees to audit or examine copy or investigate, any of the awarded vendor(s) records, procedures, books, documents, papers, receipts and disbursements of any funds paid to or by the awarded vendor(s).
- 6.10. To register with www.sam.gov and maintain good standing to prevent federal debarment;
- 6.11. Certify the vendors are in compliance with federal lobbying requirements. See Attachment I;
- 6.12. Use a specific email, NDEP-OFA@ndep.nv.gov to simplify communication and deliverable submissions.

VII. Submission Checklist

This checklist is provided for vendor’s convenience only and identifies documents that shall be submitted in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for subgrant award.

Technical Proposal Submission Requirements	
Title Page	
Table of Contents	
Vendor Information Sheet	
State Documents	
Response to Attachment A: Scope of Work	
Response to Attachment B: Vendor Perform	
Company Background	
Sample Forms	
Subcontractor Information	
Other Informational Material	
Cost Proposal Submission Requirements	
Title Page	
Response to Attachment B: Vendor Performance	
Response to cost proposal	
Forms and Certifications	
Request Reference Letters	
Signature of person authorized to bind the organization on the Vendor Information Sheet	
Signature of person authorized to bind the organization on the Attachment H--Certification Regarding Lobbying	

Attachment A: Scope of Work

The contractor will be required to provide technical personnel who are knowledgeable and experienced in the requirements of the 2021 Lead and Copper Rule Revisions (LCRR). Such personnel will be dedicated to the efforts listed below in training and assisting small community water systems to submit lead service line inventories by October 16, 2024. A public water system is defined as small if it serves a population less than or equal to 10,000 persons. The Division will solicit qualifying water systems using a service request form and provide the contractor with a list of systems to receive assistance. The Division will have control over the prioritization and general schedule of work and will establish a procedure with the contractor for relaying this information.

Technical personnel will need to be able to coordinate and provide assistance relating to:

PWS System Records Review and Customer Surveys

The contractor will review local codes and records to identify service line materials in the public water system's distribution system. The contractor may also be requested to conduct customer surveys or other outreach to determine privately owned service line materials and/or inform customers of service line identification efforts. Reviews and surveys may require on-site records research and/or direct customer contact at the water system.

Regulatory Requirements for Service Line Inventory

Inventory Requirements:

The inventory must be prepared in accordance with the LCRR [40 CFR § 141.84(a)] and EPA's Guidance for Maintaining a Service Line Inventory. Each service line, or portion of the service line, where ownership is split, must be placed into one of the following four categories:

1. Lead
2. Galvanized Requiring Replacement
3. Non-lead
4. Lead Status Unknown

The inventory must include all service lines connected to the water systems regardless of ownership status.

The inventory must include a unique location identifier, such as a street address and/or an Assessor Parcel Number (APN), associated with each LSL and Galvanized Requiring Replacement service line. Water systems may, but are not required to, include a locational identifier for Lead Status Unknown service lines or list the exact address of each service line.

Attachment B: Vendor Performance

With the submitted proposal, each firm shall:

1. Demonstrate steps taken to attract and retain qualified staff;
2. Indicate any time or resource conflicts with other projects and how these will be resolved;

3. Provide the vendor's organizational chart listing all positions and qualifications for individuals who will provide services highlighted under this subgrant;
4. Demonstrate specific vendor experience with federal and state regulatory requirements as they relate to Lead Service Line Replacement

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Attachment C – Vendor Certifications

Vendor agrees and shall comply with the following:

- (1) Any and all prices that may be charged under the terms of the subgrant do not and shall not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the subgrant.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, subgrantee, vendor or potential vendor.
- (4) All proposal terms, including prices, shall remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, shall remain in effect throughout the subgrant negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals shall be made in good faith and without collusion.
- (6) All conditions and provisions of this NFO are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion shall be in writing and included in the proposal at the time of submission.
- (7) Each vendor shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this NFO. Any such relationship that might be perceived or represented as a conflict shall be disclosed. By submitting a proposal in response to this NFO, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this subgrant. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest shall automatically result in the disqualification of a vendor's proposal. An award shall not be made where a conflict of interest exists. The State shall determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.

- (11) Vendor understands and acknowledges that the representations within their proposal are material and important and shall be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Vendor shall certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal shall be signed by the individual(s) legally authorized to bind the vendor.

Vendor Company Name

Vendor Signature

Print Name

Date

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Attachment D – Subgrant Agreement Form

The information in this section does not need to be returned with the vendor’s proposal. This is the form that will be used to award the subgrant and is for vendor reference only.

Subgrant Agreement
Control # DEPS
 A Subgrant awarded by

Agency Name:	Nevada Department of Conservation and Natural Resources, Division of Environmental Protection		
Tax ID #	88-600022	DUNS #	0938199980000
		UEI #	SPMJG34BUN33
Address:	901 S. Stewart Street, Ste. 4001		
City, State, Zip Code:	Carson City, NV 89701-5249		
Contact:			
Phone:			
Fax:			
Email:			

and awarded to Subgrantee.

Subgrantee Name:	
Tax Id #	
Address:	
City, State, Zip Code:	
Contact:	
Phone:	
Fax:	
Email:	

WHEREAS, 2 CFR Part 200, NRS 445A.265 and NRS 445A.450 **OR** NRS 459.878, NRS 459.892 and NAC 459.99929, **OR** NRS 445A.865 authorize the Division of Environmental Protection to award subgrants of federal financial assistance to local governments, agencies, other state agencies, federal or interstate agencies, municipalities, local health departments, educational institutions, or other organizations or persons to carry out projects for the purposes set forth in authorizing statutes; and

WHEREAS it is deemed that the project purposes hereinafter set forth are consistent with the federal grant agreement that provides support of the subgrant;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Subgrant shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** “State” means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.

3. **SUBGRANT TERM.** This subgrant shall be effective as noted below, unless sooner terminated by either party as set forth in this Subgrant.

Effective from:	Date	To:	Date
-----------------	------	-----	------

4. **TERMINATION.** This Subgrant may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until ____ days after a party has served written notice upon the other party. This Subgrant may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Subgrant shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Subgrant is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Subgrant shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by electronic mail, telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Subgrant incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK, DELIVERABLES, AND NEGOTIATED ITEMS (if needed)
ATTACHMENT B:	NDEP ADDITIONAL TERMS AND CONDITIONS
ATTACHMENT C:	THIRD-PARTY MATCH RECORD KEEPING REQUIREMENTS (if applicable)

7. **CONSIDERATION.** Public Agency agrees to provide the services set forth in paragraph (6) at a cost of \$____ per ____ with the total Subgrant or installments payable: ____, not exceeding \$____. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Subgrant term) or a termination as the results of legislative appropriation may require.
8. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Subgrant are also specifically a part of this Subgrant and are limited only by their respective order of precedence and any limitations expressly provided.
9. **INSPECTION AND AUDIT**
- a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true, and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
 - b. Inspection & Audit. Each party agrees that the relevant books, records, reports, studies, photos, negatives, data, materials, drawings (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the Department Of Conservation and Natural Resources, the Nevada Division of Environmental Protection, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
 - c. Period of Retention. All books, records, reports, and statements relevant to this Subgrant must be retained a minimum three years from the date of final payment by the State to the Public Agency, and all other pending matters are closed. Retention time shall be extended when an audit is scheduled or in progress for a period

reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **BREACH REMEDIES.** Failure of either party to perform any obligation of this Subgrant shall be deemed a breach. Except as otherwise provided for by law or this Subgrant, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages. If the court awards reasonable attorney's fees to the prevailing party, reasonable shall be deemed \$125 per hour.
11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Subgrant liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Subgrant, but not yet paid, for the fiscal year budget in existence at the time of the breach .
12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Subgrant if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Subgrant after the intervening cause ceases.
13. **INDEMNIFICATION.**
 - a. To the fullest extent of limited liability as set forth in paragraph (11) of this Subgrant, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
 - b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Subgrant, and in respect to performance of services pursuant to this Subgrant, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Subgrant, shall have the sole right to supervise, manage, operate, control, and direct performance of the details, incident to its duties under this Subgrant. Nothing contained in this Subgrant shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Subgrant or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. **SEVERABILITY.** If any provision contained in this Subgrant is held to be unenforceable by a court of law or equity, this Subgrant shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Subgrant unenforceable.
17. **ASSIGNMENT/DELEGATION.** Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this Subgrant without the prior written consent of the other party.
18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blueprints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Subgrant), or any other documents or drawings, prepared or in

the course of preparation by either party in performance of its obligations under this Subgrant shall be the joint property of both parties. Such items must be retained by the Subgrantee for a minimum of three years from the date of final payment by NDEP to the Subgrantee, and all other pending matters are closed. If requested by NDEP at any time within the retention period, any such materials shall be remitted and delivered by the Subgrantee, at the Subgrantee's expense, to NDEP. NDEP does not warrant or assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, report, or product of any kind that the Subgrantee may disclose or use for purposes other than the performance of the Subgrantee's obligations under this Subgrant. For any work outside the obligations of this Subgrant, the Subgrantee must include a disclaimer that the information, report or products are the views and opinions of the Subgrantee and do not necessarily state or reflect those of NDEP nor bind NDEP.

19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Subgrant.
21. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Subgrant on behalf of each party has full power and authority to enter into this Subgrant and that the parties are authorized by law to perform the services set forth in paragraph (6).
22. **GOVERNING LAW: JURISDICTION.** This Subgrant and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties hereby consent to the jurisdiction of the Nevada district courts for enforcement of this Subgrant.
23. **ENTIRE CONTRACT AND MODIFICATION.** This Subgrant and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Subgrant specifically displays a mutual intent to amend a particular part of this Subgrant, general conflicts in language between any such attachment and this Subgrant shall be construed consistent with the terms of this Subgrant. Unless otherwise expressly authorized by the terms of this Subgrant, no modification or amendment to this Subgrant shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

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

Subgrantee Signature	Date	Subgrantee Title
NDEP Signature	Date	Administrator

Attachment E – Insurance Schedule for NFO

Vendors shall review the Insurance Schedule, as this will be the schedule used for the scope of work identified within the NFO.

INSURANCE REQUIREMENTS

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

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automotive Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

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

3. Worker's Compensation and Employers' Liability

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

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

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

C. NOTICE OF CANCELLATION: Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (State of Nevada Representative's Name & Address). Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an “A.M. Best” rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The

certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to (State Agency Representative's Name and Address). The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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Attachment F – Business Reference

The State of Nevada requires proposing vendors to submit a reference letter from each system they are requesting to do work for. The purpose of these references is to document the desire of the system to receive assistance with the scope of work identified within the RFP.

INSTRUCTIONS TO PROPOSING VENDOR	
1.	Proposing vendor must submit a letter from each water system they are proposing to assist with Lead Service Line Inventory.
2.	The letter must be on the water system's letterhead and include: a. Name of the water system b. Contact Name c. Contact Title d. Contact Phone Number e. Contact Email Address
6.	In addition to the Business Reference, the State may contact any and all business references by phone for further clarification, if necessary.

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Attachment H – Cost Proposal

The following cost proposal form shall be completed and returned with the proposal.

Cost Proposal for Lead Service Line Inventory:

Name	Position / Title	Hourly rate

Overhead Rate	Fixed Percent
Provide details on what is included in overhead rate (ie: travel for employees, administrative or accounting staff, office space, utilities, etc.)	

What is your travel allocation policy / procedure when multiple task orders are combined in the same trip?

Other Services Charged	Rate

Attachment J – Federal Laws and Authority

The information in this section does not need to be returned with the vendor's proposal. Following is a list of Federal Laws and Authorities with which the awarded vendor shall be required to comply.

ENVIRONMENTAL:

1. Archeological and Historic Preservation Act, Pub. L. 93-291, as amended
2. Protection and Enhancement of the Cultural Environment
3. Clean Air Act, Pub. L. 95-95, as amended
4. Coastal Barrier Resources Act, Pub. L. 97-348
5. Coastal Zone Management Act, Pub. L. 92-583, as amended
6. Endangered Species Act, Pub. L. 93-205, as amended
7. Environmental Justice, Executive Order 12898
8. Flood Plain Management, Executive Order 11988 as amended by Executive Order 12148
9. Flood Risk Management Standard, Executive Order 13690
10. Protection of Wetlands, Executive Order 11990 as amended by Executive Order 12608
11. Farmland Protection Policy Act, Pub. L. 97-98
12. Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
13. Magnuson-Stevens Fishery Conservation and Management Act, Pub. L. 94-265
14. National Environmental Policy Act, Pub. L. 91-190
15. National Historic Preservation Act, Pub. L. 89-655, as amended
16. Safe Drinking Water Act, Pub. L. 93-523, as amended
17. Wild and Scenic Rivers Act, Pub. L. 90-54 as amended
18. Migratory Bird Act

ECONOMIC AND MISCELLANEOUS AUTHORITIES:

1. Debarment and Suspension, Executive Order 12549
2. Demonstration Cities and Metropolitan Development Act, Pub. L. 89-754, as amended, and Executive Order 12372
3. Drug-Free Workplace Act, Pub. L. 100-690
4. New Restrictions on Lobbying, Section 319 of Pub. L. 101-121
5. Prohibitions relating to violations of the Clean Water Act or Clean Air Act with respect to Federal contracts, grants, subgrants or loans under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, and Executive Order 11738
6. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended

CIVIL RIGHTS, NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AUTHORITIES

1. Older Americans Act, Pub. L. 94-135
2. Equal Employment Opportunity, Executive Order 11246
3. Section 13 of the Clean Water Act, Pub. L. 92-500
4. Section 504 of the Rehabilitation Act, Pub. L. 93-112
5. Title VI of the Civil Rights Act, Pub. L. 88-352

DISADVANTAGED BUSINESS ENTERPRISE AUTHORITIES

1. Small, Minority, and Women-owned Business Enterprises, Executive Orders No.11625, 12138, and 12432
2. Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988 Pub. L. No. 100-590
3. 40 CFR Part 33 Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements

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Attachment K – NDEP Additional Terms and Conditions to Subgrant

The information in this section does not need to be returned with the vendor's proposal. This is the additional terms and conditions attachment to the subgrant and is for vendor reference only.

ATTACHMENT B NDEP ADDITIONAL AGENCY TERMS & CONDITIONS SUBGRANT CONTROL #DEPS

1. The Nevada Division of Environmental Protection (NDEP) shall pay no more compensation than the federal Executive Schedule Level 4 daily rate (exclusive of overhead) for individual consultants retained by the Subgrantee or by the Subgrantee's contractors or subcontractors. This limitation as defined in 2 CFR § 1500.10 applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. The current Level 4 rate is **\$92.26** per hour.

2. ***NDEP shall only reimburse the Subgrantee for actual cash disbursed.*** Invoices may be provided via email or facsimile and must be received by NDEP no later than forty (40) calendar days after the end of a month or quarter except:

- at the end of the fiscal year of the State of Nevada (June 30th), at which time invoices must be received by the first Friday in August of the same calendar year;
- at the expiration date of the grant, or the effective date of the revocation of the Subgrant, at which times original invoices must be received by NDEP no later than thirty-five (35) calendar days after this date.

Failure of the Subgrantee to submit billings according to the prescribed timeframes authorizes NDEP, in its sole discretion, to collect or withhold a penalty of ten percent (10%) of the amount being requested for each week or portion of a week that the billing is late. The Subgrantee shall provide with each invoice a detailed fiscal summary that includes the approved Subgrant budget, expenditures for the current period, cumulative expenditures to date, and balance remaining for each budget category. If match is required pursuant to paragraph 3 below, a similar fiscal summary of match expenditures must accompany each invoice. The Subgrantee shall obtain prior approval to transfer funds between budget categories if the funds to be transferred are greater than ten percent (10%) cumulative of the total Subgrant amount.

3. The Subgrantee shall, as part of its approved scope of work and budget under this Subgrant, provide third party match funds of not less than: \$____. If match funds are required, the Subgrantee shall comply with additional record-keeping requirements as specified in 2 CFR 200.333 and the Third-party Match Record-Keeping Requirements attachment, which is attached hereto and by this reference is incorporated herein and made part of this Subgrant.

4. Unless otherwise provided in Scope of work attachment, the Subgrantee shall submit quarterly reports or other deliverables within ten (10) calendar days after the end of each quarter.

5. All payments under this Subgrant are contingent upon the receipt by NDEP of sufficient funds, necessary to carry out the purposes of this Subgrant, from either the Nevada Legislature or an agency of the United States. NDEP shall determine if it has received the specific funding necessary for this Subgrant. If funds are not received from either source for the specific purposes of this Subgrant, NDEP is under no obligation to supply funding for this Subgrant. The receipt of sufficient funds as determined by NDEP is a condition precedent to NDEP's obligation to make payments under this Subgrant. Nothing in this Subgrant shall be construed to provide the Subgrantee with a right of payment over any other entity. If any payments that are otherwise due to the Subgrantee under this Subgrant are deferred because of the unavailability of sufficient funds, such payments will promptly be made to the Subgrantee if sufficient funds later become available.

6. Notwithstanding the terms of paragraph 5, at the sole discretion of NDEP, payments will not be made by NDEP unless all required reports or deliverables have been submitted to and approved by NDEP within the schedule stated in Attachment A.

7. Any funds obligated by NDEP under this Subgrant that are not expended by the Subgrantee shall automatically revert back to NDEP upon the completion, termination or cancellation of this Subgrant. NDEP shall not have any obligation to re-award or to provide, in any manner, such unexpended funds to the Subgrantee. The Subgrantee shall have no claim of any sort to such unexpended funds.

8. The Subgrantee shall ensure, to the fullest extent possible, that at least the “fair share” percentages as stated below for prime contracts for construction, services, supplies or equipment are made available to organizations owned or controlled by socially and economically disadvantaged individuals (Minority Business Enterprise (MBE) or Small Business Enterprise (SBE)), women (Women Business Enterprise (WBE)) and historically black colleges and universities.

	MBE/SBE	WBE
Construction	2%	2%
Services	1%	2%
Supplies	1%	1%
Equipment	1%	1%

The Subgrantee agrees and is required to utilize the following seven affirmative steps:

- a. Include in its bid documents applicable “fair share” percentages as stated above and require all of its prime contractors to include in their bid documents for subcontracts the “fair share” percentages;
- b. Include qualified Small Business Enterprises (SBEs) Minority Business Enterprises (MBEs), and Women Business Enterprises (WBEs) on solicitation lists;
- c. Assure that SBEs, MBEs, and WBEs are solicited whenever they are potential sources;
- d. Divide total requirements, when economically feasible, into small tasks or quantities to e. permit maximum participation of SBEs, MBEs, and WBEs;
- e. Establish delivery schedules, where the requirements of the work permit, which will encourage participation by SBEs, MBEs, and WBEs;
- f. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency, U.S. Department of commerce as appropriate; and
- g. If a subcontractor awards contracts/procurements, require the subcontractor to take the affirmative steps in subparagraphs a. through e. of this condition.

9. The Subgrantee shall complete and submit to NDEP a Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Utilization Report (Standard Form 5700-52A) within fifteen (15) calendar days after the end of each federal fiscal year (September 30th) for each year this Subgrant is in effect and within fifteen (15) calendar days after the termination date of this Subgrant.

10. The books, records, documents and accounting procedures and practices of the Subgrantee or any subcontractor relevant to this Subgrant shall be subject to inspection, examination and audit by the State of Nevada, the Division of Environmental Protection, the Attorney General of Nevada, the Nevada State Legislative Auditor, the federal or other funding agency, the Comptroller General of the United States or any authorized representative of those entities.

11. All books, reports, studies, photographs, negatives, annual reports or other documents, data, materials or drawings prepared by or supplied to the Subgrantee in the performance of its obligations under this Subgrant shall be the joint property of both parties. Such items must be retained by the Subgrantee for a minimum of three years from the date of final payment by NDEP to the Subgrantee, and all other pending matters are closed. If requested by NDEP at any time within the retention period, any such materials shall be remitted and delivered by the

Subgrantee, at the Subgrantee's expense, to NDEP. NDEP does not warrant or assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, report or product of any kind that the Subgrantee may disclose or use for purposes other than the performance of the Subgrantee's obligations under this Subgrant. For any work outside the obligations of this Subgrant, the Subgrantee must include a disclaimer that the information, report or products are the views and opinions of the Subgrantee and do not necessarily state or reflect those of NDEP nor bind NDEP.

12. Unless otherwise provided in the Scope of Work or Workplan Attachment A, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with funds provided under this Subgrant, the Subgrantee shall clearly state that funding for the project or program was provided by the Nevada Division of Environmental Protection and, if applicable, the U.S. Environmental Protection Agency. The Subgrantee will insure that NDEP is given credit in all official publications relative to this specific project and that the content of such publications will be coordinated with NDEP prior to being published.

13. Unless otherwise provided in the Scope of Work or Workplan Attachment A, all property purchased with funds provided pursuant to this Subgrant is the property of NDEP and shall, if NDEP elects within four (4) years after the completion, termination or cancellation of this Subgrant or after the conclusion of the use of the property for the purposes of this Subgrant during its term, be returned to NDEP at the Subgrantee's expense.

Such property includes but is not limited to vehicles, computers, software, modems, calculators, radios, and analytical and safety equipment. The Subgrantee shall use all purchased property in accordance with local, state and federal law, and shall use the property only for Subgrant purposes unless otherwise agreed to in writing by NDEP.

For any unauthorized use of such property by the Subgrantee, NDEP may elect to terminate the Sub-grant and to have the property immediately returned to NDEP by the Sub-grantee at the Sub-grantee's expense. To the extent authorized by law, the Sub-grantee shall indemnify and save and hold the State of Nevada and NDEP harmless from any and all claims, causes of action or liability arising from any use or custody of the property by the Sub-grantee or the Sub-grantee's agents or employees or any subcontractor or their agents or employees.

For any project involving new or replacement equipment acquired, in whole or in part, using federal funding sources under a subgrant, the Subgrantee is subject to the terms and conditions set forth in 41 CFR § 105-71.132, which contains provisions that govern the title, use, and disposal of the equipment. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

14. The Sub-grantee shall use recycled paper for all reports that are prepared as part of this Sub-grant and delivered to NDEP. This requirement does not apply to standard forms.

15. The Sub-grantee, to the extent provided by Nevada law, shall indemnify and save and hold the State of Nevada, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Sub-grant by the Sub-grantee or the Sub-grantee's agents or employees or any subcontractor or their agents or employees. NDEP, to the extent provided by Nevada law, shall indemnify and save and hold the Sub-grantee, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Sub-grant by NDEP or NDEP's agents or employees.

16. The Sub-grantee and its subcontractors shall obtain any necessary permission needed, before entering private or public property, to conduct activities related to the work plan (Attachment A). The property owner will be informed of the program, the type of data to be gathered, and the reason for the requested access to the property.

17. This Sub-grant shall be construed and interpreted according to the laws of the State of Nevada and conditions established in OMB Uniform Guidance. Nothing in this Sub-grant shall be construed as a waiver of sovereign immunity by the State of Nevada. Any action brought to enforce this Sub-grant shall be brought in the First Judicial District Court of the State of Nevada. The Sub-grantee and any of its subcontractors shall comply with all applicable local, state and federal laws in carrying out the obligations of this Sub-grant, including all federal and state accounting procedures and requirements established in OMB Uniform Guidance. The Sub-grantee and any of its subcontractors shall also comply with the following:

- a. 40 CFR Part 7 - Nondiscrimination In Programs Receiving Federal Assistance From EPA
- b. 40 CFR Part 29 - Intergovernmental Review of EPA Programs and Activities.
- c. 29 CFR Part 97 - Uniform Administrative Requirements For Grants And Cooperative Agreements To State and Local Governments;
- d. 40 CFR Part 32 – Government-wide Debarment And Suspension (Non-procurement) And Government-wide Requirements For Drug-Free Workplace (Grants);
- e. 40 CFR Part 34 - Lobbying Activities;
- f. 40 CFR Part 35, Subpart O - Cooperative Agreements And Superfund State Contracts For Superfund Response Actions (Superfund Only); and
- g. The Hotel and Motel Fire Safety Act of 1990.

18. The Sub-grantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Sub-grant without the prior written consent of NDEP.

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