



STATE OF NEVADA

Department of Conservation & Natural Resources

Brian Sandoval, Governor

Leo M. Drozdoff, P.E., Director

DIVISION OF ENVIRONMENTAL PROTECTION

Colleen Cripps, Ph.D., Administrator

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

Lake Tahoe TMDL Management System Project

REQUEST FOR PROPOSALS NO. 11-031

DEADLINE FOR SUBMITTING QUESTIONS: Tuesday February 8, 2011 @ 5:00 PM

DEADLINE FOR SUBMITTING PROPOSALS: Tuesday, March 8, 2011 @ 5:00 PM

This RFP document consists of 37 pages.

A copy of this Request for Proposal (RFP) may be obtained by any of the following methods:

1. Retrieve this document from the Nevada Division of Environmental Protection's website at <http://ndep.nv.gov/bwqp/rfp.htm>.
2. Retrieve the document from the State of Nevada, Purchasing Division's website at <http://purchasing.state.nv.us/> and click on "Current Services RFP Opportunities."
3. E-Mail jkuch@ndep.nv.gov and request a copy of the RFP be forwarded to you. Please include your organization's name, address, contact name, phone number and fax number.

For additional information regarding this RFP, please contact:

Jason Kuchnicki
Lake Tahoe Watershed Program Manager
Nevada Division of Environmental Protection
901 South Stewart Street, Suite 4001
Carson City, NV 89706
jkuch@ndep.nv.gov
(775) 687-9450

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I. ACRONYMS/DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

<i>A&T Tool</i>	Accounting and Tracking Tool, the existing, standardized database that stores and reports pollutant load reduction estimates for all source categories
<i>Applicant</i>	Organization submitting a proposal in response to this RFP, responsible for carrying out tasks and successful completion of project
<i>Contractor</i>	The Applicant selected to receive the contract award
<i>Division or NDEP</i>	Nevada Department Conservation and Natural Resources, Division of Environmental Protection
<i>EIP</i>	Environmental Improvement Program
<i>Evaluation Committee</i>	An independent committee comprised of NDEP and potentially other local/regional agency employees that is established to evaluate and score proposals submitted in response to the RFP pursuant to NRS §333.335
<i>FSP</i>	fine sediment particles less than 16 micrometers in size (FSP < 16 µm)
<i>Lahontan</i>	California Regional Water Quality Control Board - Lahontan Region
<i>LCCP</i>	Lake Clarity Crediting Program
<i>May</i>	Indicates something that is not mandatory but permissible
<i>NAC</i>	Nevada Administrative Code
<i>NRS</i>	Nevada Revised Statutes
<i>Project Team</i>	The team of individuals from the organization who will carry out the tasks indicated in both this RFP and the submitted proposal
<i>PAC</i>	Project Advisory Committee which will oversee and guide the project team through the course of the project, providing input and feedback on associated process and deliverables
<i>RAM</i>	Rapid Assessment Methodology - a cost-effective, standardized and repeatable field observation and data management tool for assessing the condition of one or more environmental attributes
<i>RFP</i>	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection NRS §333.020(7)

Shall/Must	Indicates a mandatory requirement; failure to meet a mandatory requirement may result in the determination of a proposal as non-responsive
Should	Indicates something that is recommended but not mandatory; if the Applicant fails to provide recommended information, the State may, at its sole option, ask the Applicant to provide the information or evaluate the proposal without the information
State	The State of Nevada and any agency identified herein.
Subcontractor	Third party, not directly employed by the Applicant, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the Applicant.
TIIMS	Tahoe Integrated Information Management System (www.tiims.org)
TMDL	Total Maximum Daily Load
TRPA	Tahoe Regional Planning Agency
USEPA	United States Environmental Protection Agency
USFS LTBMU	United States Forest Service, Lake Tahoe Basin Management Unit
Will	Indicates something that is expected or required

II. INTRODUCTION & BACKGROUND

A. Lake Tahoe Generalized Management System

In an effort to improve coordination and effectiveness of resource management to achieve Desired Conditions in the Lake Tahoe Basin, Pathway partner agencies (Lahontan, NDEP, TRPA and the US Forest Service - Lake Tahoe Basin Management Unit) initiated the Lake Tahoe Management System Project. The project found that Pathway agencies could improve the effectiveness of resource management actions by collaboratively instituting a management system based on the “Plan-Do-Check-Act” cycle and which includes elements of continual improvement as well as active adaptive management. A Generalized Management System Manual (Manual)¹ was developed that established the operational template for such a system to be applied in order to inform decision making with respect to resource management programs in which significant investments are made. The Manual structures communication between agency policy makers, implementers, and researchers to systematically incorporate scientific findings into management decisions thereby reducing uncertainty and facilitating programmatic operations through an adaptive management framework.

¹ Sokulsky, J. and T. Beierle. 2007. Management System Design: Generalized Management System Design Manual. Prepared by Environmental Incentives, LLC for the Tahoe Regional Planning Agency. Stateline, NV. Accessible online at: <http://tiims.org/Data-Repository/Documents/Lake-Tahoe-Basin/Science-and-Reporting/Data-Synthesis,-Reporting,-and-Management/Management/Tahoe-Management-System---Full-Report.aspx>

B. Lake Tahoe Total Maximum Daily Load (TMDL)

The Lake Tahoe TMDL (<http://ndep.nv.gov/bwqp/tahoe.htm>) was an extensive scientific effort to understand the causes of clarity/transparency loss within Lake Tahoe and develop a workable, cost-effective implementation approach to mitigate the problem. The TMDL source analysis identifies and quantifies five primary sources of fine sediment particle (FSP), nitrogen, and phosphorous pollutant loads that control lake clarity: urban uplands (i.e., stormwater), non-urban uplands (forestlands or other dispersed land uses), atmospheric deposition, stream channel erosion and groundwater.

The Lake Tahoe TMDL lays out a Recommended Strategy of implementation to meet an interim Clarity Challenge target of 77-80 feet of transparency within a 20 year timeframe. The Recommended Strategy calls for a 32% load reduction in FSP with accompanying reductions in nitrogen and phosphorous from all the indicated source categories combined. However, implementation focuses on the urban stormwater source category as the TMDL science found it to be both the greatest source of FSP and phosphorous as well as the greatest opportunity to achieve load reductions.

C. Lake Tahoe TMDL Management System

Monitoring and assessment of progress toward meeting the Clarity Challenge will be a key component of TMDL implementation. Three pivotal questions need to be regularly answered and evaluated: (1) Are the expected load reductions of each pollutant being achieved? (2) Is the clarity of Lake Tahoe improving as anticipated in response to actions to reduce pollutants? (3) Can innovation and new information improve the strategy to reduce pollutants?

While some of the tools needed to help address these questions are currently under development, defining the process by which they will be answered is an outstanding need. Moreover, the process and protocols by which the Lake Tahoe TMDL will be managed through an inclusive and transparent program improvement process also needs to be defined. Regulators, implementing entities, funders, scientists and stakeholders all have an interest in the process by which operational considerations and scientific findings inform assessment of progress and prompt programmatic and policy adjustments.

The Nevada Division of Environmental Protection (NDEP) and the California Regional Water Quality Control Board, Lahontan Region (Lahontan) recognize that operating and managing TMDL implementation in a continuous improvement and adaptive management framework will help to maximize the return on the anticipated \$1.5 billion investment required to meet the Clarity Challenge. Consequently, Chapter 12 of the Final Lake Tahoe TMDL Report (accessible at: <http://ndep.nv.gov/bwqp/tahoe.htm>) describes a TMDL Management System that the agencies intend to develop and employ to manage the implementation phase of the Lake Tahoe TMDL. The TMDL Management System is envisioned to be a programmatic application of the Lake Tahoe Generalized Management System, and therefore comprised of four primary components:

1. The “Plan” component establishes the goal (i.e., both the Clarity Challenge and the transparency standard) and the supporting plans and policy that once implemented will facilitate achieving that goal. In addition, this component includes science-related planning, including documenting the understanding of the linkage between cause and effect variables and the goal through a conceptual model, identifying key scientific questions to be informed

by monitoring and research activities, development/revision of monitoring plans and prioritization of the science agenda.

2. The “Do” component involves on-the-ground implementation of the TMDL Recommended Strategy (regulations, programs, projects) including tracking and reporting of load reductions from these activities, as well as an inspection process to assess and verify that structural best management practices (BMPs) and roadways are being maintained in a condition that minimizes risk to water quality. Research and water quality monitoring activities are also implemented in this portion of the cycle.
3. The “Check” component is needed to assess progress toward meeting established load reduction and clarity milestones. Under this component, load reductions tracked and reported for activities accomplished within all source categories are compiled. Additionally, scientific findings are collated and key implications of monitoring and research summarized and reported. This information serves as the basis for a synthesis report which critically evaluates the progress toward meeting clarity/load reduction objectives. Recommendations for programmatic improvements are developed and considered.
4. The “Act” component involves carrying out adjustments to improve the TMDL management process. Depending on the circumstance, a variety of potential adjustments, including those to the Management System itself, may be made to accelerate progress, gain efficiencies or reduce costs. Stakeholder input is a key element to consider in accomplishing any programmatic adjustments.

This conceptual framework provides for adaptive management cycles to occur at various time scales. For instance, the same framework provides for (1) annual review of implementation progress and research and monitoring priorities, (2) five-year assessments of overall load reduction accomplishments and monitoring results, and (3) fifteen year implementation planning efforts to evaluate the need for load allocation adjustments and to establish new five-year milestones for future implementation periods.

III. PROJECT GOALS & OBJECTIVES

A. Project Goal

NDEP in partnership with Lahontan, the Tahoe Regional Planning Agency (TRPA) and the United States Environmental Protection Agency (USEPA), is seeking proposals from qualified applicants to accomplish this overarching project goal: develop and implement a pilot Lake Tahoe TMDL Management System (TMDL Management System).

B. Project Objectives

The following objectives have been established for the project:

1. Establish effective accomplishment reporting which will enable funders and supporters to maintain confidence in efforts to restore Lake Tahoe’s clarity. Ongoing support is critical in achieving water quality milestones.

2. Engage implementing entities so they understand the water quality milestones they are trying to achieve and understand and accept their roles and responsibilities in terms of planning, completing and reporting their activities.
3. Enable structured interagency decision making among the many agencies that must stay coordinated to reach the “Clarity Challenge” and eventually the clarity standard. Defining this process will help keep regulators, implementers and funders moving forward.
4. Establish TMDL implementation protocols that guide staff in consistently and fairly implementing the TMDL and Environmental Improvement Program (EIP). Consistency will drive engagement from implementers who depend on regulators for reasonable targets and approaches to reach them, and improve efficiency by clearly defining a predictable and coordinated process.
5. Facilitate the application of new technologies and innovative practices that result in the most rapid and cost-effective achievement of TMDL load reduction targets.
6. Keep the public and legislators informed of accomplishments and programmatic and policy adjustments which in turn will maintain confidence in restoration efforts and support for the investment of public funds.
7. Establish and formalize policy and management processes and protocols necessary to operate and maintain the TMDL management system and to consistently track and quantitatively estimate and report progress toward meeting load reduction milestones.
8. Define the process by which the latest results of science activities (ie., research and monitoring) are used to assess progress and are integrated in the development of recommendations for programmatic and policy adjustments.
9. Link TMDL management components together into an understandable, formalized process that is documented and which is capable of being regularly evaluated and improved.

IV. WORK TO BE PERFORMED

The work to be performed as described below is based on what was deemed reasonable to deliver a Lake Tahoe TMDL Management System that is based on the elements of the Generalized Lake Tahoe Management System and which meets the objectives described above. This stated, the tasks outlined should be considered guidance and a starting point for applicants to craft your proposals. Applicants are encouraged to expound upon this general task list as you see fit.

1. Provide all technical and administrative services needed for contract completion; monitor, supervise, and review all work performed; coordinate budgeting and scheduling to assure that the contract is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations; submit progress reports of sufficient detail to provide the basis for payment of concurrently submitted invoices.
2. Organize, facilitate, and provide direction at meetings with the Project Advisory Committee (PAC), who will provide input and oversight of the project to ensure the project goals and objectives are met.
 - a. Provide regular interaction/communication with the NDEP Project Manager, PAC members and Agency Executives as appropriate;
 - b. Record meeting notes, agreements, and outcomes;
 - c. Final tasks and deliverables shall be based on feedback received from the PAC;

- d. PAC composition shall include staff from NDEP, Lahontan, USEPA, and TRPA as well as a science advisor; Applicants should select an appropriate candidate and build funding for science advisor participation into the project cost proposal.
3. In coordination with the Project Manager and PAC, the selected contractor will assume the primary responsibility of drafting a TMDL Management System Manual based on PAC feedback, associated project products and professional opinion.
 - a. This task includes organizing, facilitating and recording outcomes of a public/stakeholder workshop to present an overview of the draft Handbook and receive feedback; and addressing comments in the production of a final Handbook.
 - b. Handbook should describe the process for TMDL management within an adaptive framework; this includes: formalizing standard operating procedures, roles, responsibilities linkage of management processes and products, and process for evaluating and enhancing management system functions.
 - c. Templates for deliverables or products identified in the Management System Handbook shall be developed and provided.
4. Develop the process for establishing, operating and maintaining a TMDL Science Program with the purpose to identify and systematically carry out research and monitoring activities which inform progress evaluation, policy adjustments and programmatic enhancements. Included in this task are the following related sub-tasks:
 - a. Process for reviewing and updating conceptual model;
 - b. Identifying information needs, key questions and areas of uncertainty and risk for targeting research and monitoring activities;
 - c. Developing a process to prioritize science-related needs;
 - d. Process for reviewing and updating monitoring plans and needs;
 - e. Articulating roles and responsibilities related to carrying out science activities;
 - f. Establishing a process to collate, review, and summarize key findings of TMDL science activities;
 - g. Identifying interaction points where scientific consultation/peer-review may be desirable;
 - h. Developing a funding strategy/plan for the program's continued implementation.
5. Establish and document standardized protocols for: managing load reduction activities for non-urban TMDL pollutant source categories (forested uplands, atmospheric, and stream channel erosion tracking); quantitatively estimating expected reductions in pollutant loads; tracking and reporting planned and completed actions. If possible these protocols should be compatible with those of the Lake Clarity Crediting Program. This task includes:
 - a. Identifying key stakeholders and organizing, facilitating, presenting and recording outcomes of consultation meetings, as well as integrating their feedback in order to better ensure their acceptance of the recommended process;
 - b. Developing guidance for populating the TMDL Accounting and Tracking Tool (load reduction tracking database);
 - c. Developing a process for updating identified process/protocols;
 - d. If budget allows, developing a strategic plan to flow information contained in the existing Accounting and Tracking Tool to the Environmental Improvement Program (EIP) project tracking and reporting database.
6. Link and describe the management and crediting of urban stormwater load reduction activities with the TMDL Management System framework. Develop a formalized process for updating NPDES

permits and Memoranda of Agreements for municipal entities; jurisdictional stormwater management plans and/or operations & maintenance (O&M) plans; and credits and allocations.

7. Develop, implement and provide training opportunities for agency staff to understand and test a web-based Activity Tracking System and Public Reporting platform which:
 - a. Enables TMDL and implementing entities' staffs to track planned and completed activities aimed at achieving load reductions, including those activities specific to carrying out the TMDL Management System.
 - b. Reports (visually and summary text displays) to the public and stakeholders the status of progress toward achieving required load reductions, findings of TMDL science activities, and policy/program adjustments.
8. Establish and document a protocol for compiling the results of implementation and science (ie., research and monitoring) activities and assessing progress toward load reduction and clarity/transparency targets. This task includes the identification of parties involved and defining roles and responsibilities. The Synthesis of Findings Report must contain supporting documentation and analyses supporting key recommendations for policy, program and procedure-related adjustments, and must articulate updated science needs.
9. Develop a strategic plan on the long-term administration, operations and maintenance and funding for TMDL-related tools either existing or which will be developed through this project. Associated with this task is carrying out a feasibility evaluation of potential options including but not limited to integration with the Tahoe Integrated Information Management System (TIIMS); hosting on TIIMS; and various options with respect to agency administration of the tools. The Applicant should communicate with the TIIMS Coordinator to determine if funding for TIIMS staff should be built into the cost proposal to carry out this task.
10. Develop and implement a public/stakeholder communication/consultation plan with standard operating procedures for engaging key stakeholders and the public regarding reported accomplishments and recommended programmatic, policy and procedure-related adjustments; as well as tracking, documenting, and addressing/integrating/ responding to feedback received during the pilot phase.
11. Develop and implement a plan under which contractor will provide support services for the operation of a pilot TMDL Management System for an appropriate timeframe to test the protocols and process outlined in the draft handbook, develop recommendations for improvements and subsequently update the program manual based on lessons learned.

V. PROPOSAL CONTENT INSTRUCTIONS

Failure to follow these proposal content instructions may disqualify any proposal. Proposals must consist of two components: (1) a *narrative/technical proposal* and (2) a *cost proposal*.

A. Narrative/Technical Proposal Instructions

Narrative/technical proposals must not exceed 30 pages (10 point font minimum; note: double sided pages count as 2 pages) and should minimally contain the following sections:

1. Letter of Transmittal
2. Cover page with following information:
 - a. Project Title
 - b. Company Name and Address
 - c. Primary Contact Name and Contact Information
3. Statement of Project Understanding - indicate your understanding of the project purpose, goals and objectives
4. Approach - describe and justify the proposed approach that would be taken to meet the project goal and objectives
5. Work Plan - clearly and concisely describe the tasks to be performed and methods used to address each component of the Work To Be Performed
6. Milestone Schedule - provide a timeline of tasks and deliverables
7. Statement of Qualifications (do not count toward the 30 page limit) - indicate the Project Team's experience with respect to the proposed workplan (see Section VI.B.)
8. Disclosures - disclose any information as presented in Section VI.D.

B. Cost Proposal Instructions

The cost proposal (does not count toward the 30 page narrative proposal limit) should contain three elements: a Budget Summary, a Budget Detail and Cost Breakdown. Attachment E provides examples for these three items. Following is additional information that should be considered in development of the cost proposal:

1. Expenses for salaries/wages must be included in the Cost Proposal. The Budget Detail should list the position title and base salary rate for Project Team members. The Cost Breakdown for salaries should contain a breakdown of the estimated number of hours that each position will perform for each task.
2. Fringe benefits are items such as health insurance, retirement and medical benefits. The Budget Detail should list the percentage of the base salary rate used to calculate the fringe benefits. If different fringe benefit rates apply to different personnel, the rates must be listed separately for each position.
3. Travel costs include transportation, per diem, and lodging. Travel costs should be itemized in the Budget Detail and Cost Breakdown. Applicants must abide by NDEP policy regarding travel status and will be required to use travel forms provided by NDEP for the purposes of requesting reimbursement for travel related expenses. A summary of travel policies is provided in Attachment F to aid in development of the cost proposal.
4. All operating costs, including supplies and materials, must be itemized in the Budget Detail and Cost Breakdown.
5. Only the cost for one of the following categories may be included in the cost proposal: Administrative Costs, Overhead, or Indirect Costs. Rates for these costs may be expressed as a percentage of the Direct Costs, which may include the costs of salaries, fringe, travel and/or operating categories only. If not expressed as a percentage of the Direct Costs, specify in the Budget Detail how the cost was derived. Indirect Costs (IDC) are available only to entities that have negotiated an IDC rate with their cognizant agency.
6. Each subcontractor must be itemized in the Budget Summary and a separate Budget Detail and Cost Breakdown must also be submitted. For any subcontractors yet to be determined, estimate the cost and identify the specific work to be performed.

VI. QUALIFICATIONS, REFERENCES & DISCLOSURES

A. Minimum Requirements

In order to be considered for award, Applicants must meet minimum qualifications established to ensure the Project Team has the necessary knowledge, skills and abilities to complete the work and that the work will be of high quality and performed in a timely manner. Minimum requirements are as follows:

1. Experience developing Management Systems;
2. Familiarity with and understanding of the Lake Tahoe Total Maximum Daily Load;
3. Experience assisting government agencies in developing, modifying or updating policies and procedures;
4. Experience organizing and facilitating a diverse set of agencies which resulted in the accomplishment of intended project goals and objectives;
5. Experience in developing public/stakeholder input processes and facilitating/engaging public/stakeholders for the purpose of presenting and receiving feedback on products and deliverables;
6. While direct experience in the Lake Tahoe Basin is favored, it is not required.

B. Statement of Qualifications

Applicants must provide a Statement of Qualifications (SOQ), not to exceed 10 pages (does not count toward 30 page narrative proposal limit). The SOQ should provide the following information:

1. Company description/background/history, including a statement of qualifications related to the minimum requirements indicated above. Justify why your company is the most suited to accomplish the identified tasks and deliver a successful project.
2. A summary of key personnel who will be working on the project, including a summary of their qualifications and experience. Although not required, organizational chart(s) and complete resumes of the project team members may be included as an attachment to the main body of the proposal (does not count toward the 10 Page limit).
3. For any subcontractor work to be performed: indicate the services to be provided; provide a statement of qualifications to perform the work requested; and list key personnel and summarize their qualifications and related experience.

C. References

Up to five (5) references for similar services performed for government agencies may be provided. Provide a brief description of the project, as well as the Project Manager and contact information. Applicants are encouraged to submit Attachment C, *Reference Form* to the business references they list. The business references must submit the Reference Form directly to NDEP. Please send references to the attention of Jason Kuchnicki for whom contact information is provided on Page 1 of this RFP.

D. Disclosures

Applicants must submit the Disclosure Form contained in Attachment D with the application. Failure to comply with the terms of this provision may disqualify any proposal.

VII. RFP PROCESS & PROPOSAL SUBMITTAL INSTRUCTION

A. Timeline

The table below outlines the timelines associated with this RFP submittal and selection process. The State reserves the right to modify the timeline provided appropriate notice is given.

TASK	DATE	TIME
Deadline for submitting questions	Tuesday, February 08, 2011	5:00 PM
Answers to questions posted	Friday, February 11, 2011	5:00 PM
Pre-proposal Conference (if necessary)	Tuesday, February 22, 2011	1:00 PM
Proposal Submittal Deadline	Tuesday, March 08, 2011	5:00 PM
Review & Evaluation period	March 8 - 18, 2011	
Interviews (if necessary)	Week of March 21, 2011	
Selection of vendor	Friday, March 25, 2011	
Anticipated project start date	Thursday, June 09, 2011	

B. Questions/Additional Information Requests

For purposes of addressing questions concerning this RFP, the sole contact will be NDEP. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective Applicants or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal [NAC §333.155(3)].

Questions and/or comments regarding this RFP will be accepted by e-mail through 5:00 PM, Tuesday February 8, 2011. Address e-mail inquiries to jkuch@ndep.nv.gov. Please provide company name, address, phone number and fax number if they do not appear as a signature block for your email.

In lieu of a pre-proposal conference, inquiries and responses will be posted online at <http://ndep.nv.gov/bwqp/rfp.htm> by 5:00 PM Friday February 11, 2011, or as soon thereafter as possible. However, the state reserves the right to hold a pre-proposal conference if the volume and nature of the questions suggest that one would be beneficial. In this case, the conference would be held at NDEP's office on Tuesday February 22, 2011; a conference call line will be made available for interested parties who cannot attend in person.

C. Proposal Submittal Instructions

Applicants must adhere to the following instructions when submitting the proposal:

1. Proposals must be received no later than 5:00 PM on Tuesday, March 8, 2011. Applicants may submit their proposal any time prior to this deadline. Proposals that do not arrive by the proposal closing time and date WILL NOT BE ACCEPTED.
2. Although electronic submittals are preferred, hardcopy submittals will be accepted. If submitting hardcopies, submit (1) original marked "MASTER" and four (4) identical copies.

If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies.

3. Address hardcopy submittals to Jason Kuchnicki at the address indicated on page 1 of this RFP. Address electronic copies to: jkuch@ndep.nv.gov. Please note that NDEP email has a 10 MB size limit; if proposals are larger than the file size limit, contact Jason Kuchnicki by 12:00 PM of the proposal due date to obtain instructions for uploading the proposal to NDEP's FTP site.
4. The proposal must be signed by the authorized legal representative of the company who will enter into a contract with the NDEP [required by NRS §333.337].
5. Proposals should conform to the RFP instructions, be responsive to the RFP requirements, and focus on completeness and clarity of content.
6. For ease of evaluation, the proposal should be presented in a format that corresponds to and references sections outlined within this RFP and should be presented in the same order. See Section V: Proposal Contents for additional information.

D. Public Opening

A public opening will be held at 5:00 PM on Tuesday, March 8, 2011 to announce only the titles of the project proposals received and names of the Applicants. Technical and cost details for any of the proposals submitted will not be disclosed. The public opening will take place in NDEP's Mojave Conference Room (located on the 4th floor). Assistance for handicapped, blind or hearing-impaired persons who wish to attend the opening will be available only if special arrangements are made no later than one week in advance of the opening. Contact Jason Kuchnicki to make these arrangements.

E. Proposal Evaluation, Award & Contracting Process

The following process will be adhered to in the evaluation and award process:

1. In accordance with NRS §333.335(3), proposals will be consistently evaluated and scored by an Evaluation Committee comprised of Project Advisory Committee members. Evaluation criteria are as follows:
 - a. Qualifications, experience and past performance of Applicant and any subcontractor with respect to the minimum requirements described in Section VI.A;
 - b. Level of understanding of management systems and the work to be performed;
 - c. Technical competence, clarity, understanding, and credibility of the proposed workplan approach and task deliverables;
 - d. Reasonableness of cost and timeline;
 - e. Conformance with this RFP
2. Up to three (3) of the most qualified Applicants may be invited to an interview. Ideally, the interview will take place sometime during the week of March 21, 2011 (or as soon after as possible). The interview will include, but is not limited to, the Applicant providing a brief presentation on the proposed approach to accomplishing tasks and Evaluation Committee questions relating to the qualifications of the Applicant, previous related experience, understanding of the study objectives, and the experience of the individuals assigned to execute the actual work.
3. The Evaluation Committee may contact any references provided; contact any Applicant to clarify any response; contact any current users of an Applicant's services; solicit

information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The Evaluation Committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada [NRS § 333.335(5)].

4. Clarification discussions may, at the State's sole discretion, be conducted with Applicants who submit proposals determined to be acceptable and competitive [NAC §333.165]. Applicants 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 Applicants.
5. A Notification of Intent to Award shall be issued in accordance with NAC §333.170. Any award is contingent upon the successful negotiation of final workplan terms and upon approval of the Nevada State Board of Examiners. Negotiations shall be confidential and not subject to disclosure to competing Applicants unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all Applicants may negotiate a contract with the next highest scoring Applicant or withdraw the RFP.
6. Upon the negotiation of the final workplan the Applicant must enter into a contract with the State of Nevada (Attachment B). Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners [NRS 284.173]. The selected applicant, prior to doing business in the State of Nevada, must be appropriately licensed by the Office of the Secretary of State pursuant to NRS §76. Information regarding the Nevada Business License can be located at <http://sos.state.nv.us>.

VIII. TERMS, CONDITIONS & EXCEPTIONS

The following terms, conditions and exceptions apply:

1. This procurement is being conducted in accordance with NRS chapter 333 and NAC chapter 333.
2. The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
3. The State reserves the right to waive informalities and minor irregularities in proposals received.
4. The State reserves the right to reject any or all proposals received prior to contract award (NRS §333.350).
5. The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS §333.335).
6. Any irregularities or lack of clarity in the RFP should be brought to the NDEP's designee (Jason Kuchnicki)'s attention as soon as possible so that corrective addenda may be furnished to prospective applicants.
7. Proposals must, if applicable, include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the vendor's standard contract

language for consideration during the evaluation of vendor's proposal. Included documents will be taken into consideration as part of the evaluation process.

8. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
9. 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 this contract, may be rejected.
10. Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter §281 and NRS Chapter §284.
11. Proposals may be withdrawn by written or email notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS §333.350(3).
12. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, applicant or prospective applicant. Collaboration among competing applicants about potential proposals submitted pursuant to this RFP is prohibited and may disqualify the applicant.
13. No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
14. Prices offered by applicants in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded applicant agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded applicant for implementation of their proposal.
15. The State is not liable for any costs incurred by contractors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the applicant in responding to the RFP shall not be reimbursed in any manner by the State.
16. All proposals submitted become the property of the State and will be returned only at the State's option and at the applicant's request and expense. The master copy of each proposal shall be retained for official files and will become public record after the award of a contract. Only specific parts of the proposal may be labeled a "trade secret", provided that the vendor agrees to defend and indemnify the State for honoring such a designation (NRS §333.333). The failure to so label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
17. A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded applicant and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded applicant's obligations.
18. The awarded applicant will be the sole point of contract responsibility. The State will look solely to the awarded applicant for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded applicant shall not be relieved for the non-performance of any or all subcontractors.
19. The awarded applicant must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded applicant has

- submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.
20. Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the above-stated Insurance Schedule. It will be the awarded applicant's responsibility to recommend to the State alternative methods of insuring the contract. Any alternatives proposed by the applicant should be accompanied by a detailed explanation regarding the applicant's inability to obtain insurance coverage as described above. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.
 21. Each applicant must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, applicants 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 procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of an applicant's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a contractor. The State reserves the right to disqualify any applicant on the grounds of actual or apparent conflict of interest.
 22. The State will not be liable for Federal, State, or Local excise taxes.
 23. Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment B contract form and all terms and conditions therein, except such terms and conditions that the vendor expressly excludes. Exceptions will be taken into consideration as part of the evaluation process.
 24. The State reserves the right to negotiate final contract terms with any applicant selected (NAC §333.170). The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded applicant's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded applicant's proposal, and the awarded applicant's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
 25. Applicant understands and acknowledges that the representations above are material and important, and will be relied on by the State in evaluation of the proposal. Any applicant misrepresentation shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
 26. No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the State.
 27. The Nevada Attorney General will not render any type of legal opinion regarding this transaction.

28. Any unsuccessful applicant may file an appeal in strict compliance with NRS 333.370 and chapter 333 of the NAC.
29. Local governments (as defined in NRS §332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS §332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
30. Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. §1352.

IX. PROPOSAL SUBMISSION CHECKLIST

This checklist is provided for the applicant's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be withdrawn from consideration for contract award.

Documents to be submitted with proposal:

1. Requested number of copies of technical/cost proposals (hardcopies only)
2. Primary Vendor Attachment A signed with confidentiality and exceptions noted
3. Subcontractor Attachment A signed with confidentiality and exceptions noted (if applicable)
4. Applicant Statement of Qualifications
5. Subcontractor Statement of Qualifications (if applicable)
6. Reference forms sent out for Applicants/Subcontractors
7. Disclosure Form
8. Certificate of Insurance

**Attachment A
 CERTIFICATION OF INDEMNIFICATION AND COMPLIANCE WITH
 TERMS AND CONDITIONS OF RFP
 PRIMARY APPLICANT**

Submitted proposals are confidential until the contract is awarded; following contract award, in accordance with NRS §333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5). In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

This proposal contains proprietary information. Yes _____ No _____

By signing below, I understand it is my responsibility as the applicant to act in protection of the labeled information and agree to defend and indemnify the State for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Checking “YES” indicates acceptance, while checking “NO” denotes non-acceptance and should be detailed below. Any exceptions **MUST** be documented.

YES _____ NO _____ SIGNATURE _____
Primary Applicant

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	PROPRIETARY INFORMATION AND/OR EXCEPTION (PROVIDE A DETAILED EXPLANATION)

**CERTIFICATION OF INDEMNIFICATION AND COMPLIANCE WITH
TERMS AND CONDITIONS OF RFP
SUBCONTRACTOR**

Submitted proposals are confidential until the contract is awarded; following contract award, in accordance with NRS §333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5). In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

This proposal contains proprietary information. Yes _____ No _____

By signing below, I understand it is my responsibility as the subcontractor to act in protection of the labeled information and agree to defend and indemnify the State for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Checking “YES” indicates acceptance, while checking “NO” denotes non-acceptance and should be detailed below. Any exceptions **MUST** be documented.

YES _____ NO _____ SIGNATURE _____
Subcontractor

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	PROPRIETARY INFORMATION AND/OR EXCEPTION (PROVIDE A DETAILED EXPLANATION)

Attachment B CONTRACT FORM

The following State Contract Form is provided as a courtesy to Applicants interested in responding to this RFP. Please review the terms and conditions in this form, as this is the standard contract used by NDEP for all services of independent contractors. **Please pay particular attention to the insurance requirements, as specified in Attachment BB and paragraph 16.**

As with all other requirements of this RFP, Applicants may take exception to any of the terms in the Contract Form, including the required insurance limits. Exceptions will be considered during the evaluation process. It is not necessary for Applicants to complete the Contract Form with their proposal responses.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting By and Through Its

Department of Conservation, Division of Environmental Protection
901 South Stewart Street, Carson City, NV 89701-5249
Phone: (775) 687-9450 Fax: (775) 687-5856

and

(CONTRACTOR NAME, CONTACT PERSON, ADDRESS, PHONE, FACSIMILE NUMBER OF INDEPENDENT CONTRACTOR)

WHEREAS, NRS 333.700 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and
WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada;
NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

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. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. CONTRACT TERM. This Contract shall be effective from _____ subject to Board of Examiners' approval (anticipated to be _____) to _____, unless sooner terminated by either party as specified in paragraph ten (10).

4. NOTICE. Unless otherwise specified, termination shall not be effective until ____ calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by 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 specified above.

5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: STATE SOLICITATION OR RFP # _____ and AMENDMENT(S) # ____;
ATTACHMENT BB: INSURANCE SCHEDULE; AND
ATTACHMENT CC: CONTRACTOR'S RESPONSE

A Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost of \$ _____ per _____ (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: _____, not to exceed \$ _____. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. TIMELINESS OF BILLING SUBMISSION. The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, 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. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, 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 of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, 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. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. 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. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.

b. State Termination for Non-appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;

iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph twenty-one (21).

11. REMEDIES. Except as otherwise provided for by law or this Contract, 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, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

12. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract 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 Contract after the intervening cause ceases.

14. INDEMNIFICATION. To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract 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 the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with

respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

		<u>Contractor's Initials</u>	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	_____	_____
2.	Will the Contracting Agency be providing training to the independent contractor?	_____	_____
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	_____	_____
4.	Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?	_____	_____
5.	Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?	_____	_____
6.	Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?	_____	_____
7.	Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?	_____	_____

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The State shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the State of the completion of this Contract; or
2. Such time as the insurance is no longer required by the State under the terms of this Contract.

Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

General Requirements:

- Additional Insured:** By endorsement to the general liability insurance policy evidenced by Contractor, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
 - c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
 - d. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
 - e. **Policy Cancellation:** Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract:
 - f. **Approved Insurer:** Each insurance policy shall be:
 - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - 2) Currently rated by A.M. Best as "A-VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

- 1) **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized insurer to bind coverage on its behalf. The state project/contract number; description and contract effective dates shall be noted on the certificate, and upon renewal of the policies listed Contractor shall furnish the State with replacement certificates as described within Insurance Coverage, section noted above.

Mail all required insurance documents to the State Contracting Agency identified on page one of the contract.

- 2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85) , signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, subsection a above.
- 3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will

be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract 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.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

- a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
- b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multi-century formulas and data values and date data interface values that reflect the century.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the 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 Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

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

Independent Contractor's Signature

Date

Independent's Contractor's Title

Signature

Date

Title

Signature

Date

Title

Signature

Date

Title

Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On _____
(Date)

Deputy Attorney General for Attorney General

On _____
(Date)

**ATTACHMENT BB
INSURANCE SCHEDULE**

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

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. **Automobile 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:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has 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 agency Representative's Name & Address)**.

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.

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

Independent Contractor's Signature	Date	Independent's Contractor's Title
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Signature- State of Nevada	Date	Title
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Attachment BB Page 1 of X

RMIns rev 03/08

Attachment C

REFERENCE QUESTIONNAIRE

As a part of the RFP process, Applicants are encouraged to submit up to five (5) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing Applicant is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to the State of Nevada, Division of Environmental Protection by the RFP submission deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response.

RFP # 11-031 REFERENCE QUESTIONNAIRE

FOR:

(Name of company requesting reference)

This form is being submitted to your company for completion as a business reference for the company listed above. Please return this form to Jason Kuchnicki, Nevada Division of Environmental Protection, 901 South Stewart Street, Suite 4001, Carson City, NV 89703, or via facsimile at 775.687-5856 or e-mail at jkuch@ndep.nv.gov. Please **RETURN DIRECTLY TO NDEP NO LATER THAN March 8, 2011. DO NOT RETURN TO THE COMPANY REQUESTING THE REFERENCE.** For questions or concerns regarding this form, please contact Jason Kuchnicki at the contact information provided above.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

1. In what capacity have you worked with this Applicant in the past?
COMMENTS:

2. How would you rate this firm's knowledge and expertise?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

3. How would you rate the Applicant's flexibility relative to changes in the project scope and timelines?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the Applicant?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

5. How would you rate the dynamics/interaction between the Applicant and your staff?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who were the Applicant's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

7. How satisfied are you with the products developed by the Applicant?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

8. With which aspect(s) of this Applicant's services are you most satisfied?

COMMENTS:

9. With which aspect(s) of this Applicant's services are you least satisfied?

COMMENTS:

10. Would you recommend this Applicant's services to your organization again?

COMMENTS:

**Attachment D
DISCLOSURE FORM**

1. Company/Applicant Name:
2. Company Address:
3. Dun and Bradstreet Number:
4. Federal Tax Identification Number:
5. Does the Company/Applicant possess a Nevada Business License? Check one: Yes No

If yes, provide Nevada Business License Number:

6. Has the Company/Applicant been involved with or judged guilty of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or pending investigation within the past six (6) years? Check one: Yes No

If yes, provide the following information:

- a. Date of alleged contract failure/breach:
- b. Parties Involved:
- c. Description of the contract failure/breach, litigation, or investigation, including the products or services involved:
- d. Amount in controversy:
- e. Current status of the dispute:
If the matter has resulted in a court case, provide the court and case number, and status of litigation:

7. Has the Applicant or any subcontractors ever been engaged under contract by any Nevada State agency?

If yes, specify when, for what duties, and for which agency.

8. Are any of the Applicant's/Company's employees employed by the State of Nevada, any of its political subdivisions or by any other government?

If "Yes," provide the employees name and describe any role they will have on this project. Also indicate if the employee is planning to render services while on annual leave, compensatory time, sick leave, or their own time.

Attachment E EXAMPLE COST PROPOSAL

BUDGET SUMMARY [EXAMPLE]

Category	Cost
Salaries	\$32,413.56
Fringe Benefits	\$10,515.72
Travel	\$2,425.00
Operating	\$5,280.00
Overhead	\$9,400.62
Subcontract	\$16,875.10
Total	\$76,910.00

PRIMARY VENDOR BUDGET DETAIL AND COST BREAKDOWN [EXAMPLE]

SALARIES COST BREAKDOWN								
Position	Hourly Rate	Number of Hours					Total	Cost
		Task 1	Task 2	Task 3	Task 4	Total		
Project Manager	\$55.35	8	4	2	12	26	\$1,439.10	
Senior Scientist	\$35.72	2	15	8	18	43	\$1,535.96	
Technician	\$20.46	2	25	20	2	49	\$1,002.54	
Administrative Assistant	\$25.63	20	0	0	0	20	\$512.60	
TOTAL		32	44	30	32	138	\$4,490.20	

FRINGE COST BREAKDOWN		
Position	Rate (% of Salaries)	Cost
Project Manager	34%	\$489.29
Senior Scientist	34%	\$522.23
Technician	28%	\$280.71
Administrative Assistant	28%	\$143.53
TOTAL		\$1,435.76

TRAVEL COST BREAKDOWN			
Expense	Rate	Quantity	Cost
Per Diem	\$125/day/person	15	\$1,875.00
Vehicle Mileage	Approved State Rate	1000	\$550.00
TOTAL			\$2,425.00

OPERATING COST BREAKDOWN			
Expense	Rate	Quantity	Cost
Postage	actual cost	NA	\$100.00
Copying/Printing	\$0.05/page	10,000	\$5,000.00
Materials/Supplies			
Binders	\$10 each	10	\$100.00
Envelopes	\$3 each	10	\$30.00
CDs	\$2 each	10	\$20.00
Maps	\$10 each	3	\$30.00
TOTAL			\$5,280.00

OVERHEAD COST BREAKDOWN		
Expense	Rate	Cost
Overhead is calculated as a percentage of Salaries plus fringe	22%	\$1,303.71

**Attachment F
SUMMARY OF NDEP PER DIEM POLICIES**

- 1) The Contractor’s employee must be at least 50 miles from their respective work station to gain travel status and receive reimbursement for per diem and lodging expenses. Employee’s in travel status shall receive reimbursement at a rate comparable to the rates established by the US General Services Administration (GSA). Maximum per diem reimbursement rates for lodging, meals and incidental expenses are established by city/county and vary by season.
- 2) Receipts are required for all lodging expenses except in cases where the standard (non-surveyed) Continental United States (CONUS) federal per diem rate, or less, is requested. In addition to the reimbursable lodging rates, contractor may be reimbursed for lodging taxes and fees. Lodging taxes are limited to the taxes on reimbursable lodging costs.
- 3) Receipts are not required for the Meals and Incidental Expenses (M&IE) allowance. Eligible times to receive per diem meal reimbursements:
 - a) To be eligible to receive breakfast, employee must leave his/her work station before 7:00 a.m.;
 - b) To be eligible to receive lunch, employee must leave his/her work station prior to 11:00 a.m. and return after 1:00 p.m.;
 - c) To be eligible to receive dinner, employee must leave his/her work station no later than 5:00 p.m. (i.e., be on continuous work status) and return after 6:00 p.m.
- 4) The following table contains additional information regarding allowable rates for travel expenses incurred:

TRAVEL EXPENSE	ALLOWABLE RATE	MORE INFORMATION AVAILABLE AT:
Per-Diem/Lodging	GSA Rate	http://www.gsa.gov/portal/category/21287
Parking, Airfare, Public Transit, Vehicle Rental	Actual Cost	
Vehicle Mileage Reimbursement	NV State Rate	http://budget.state.nv.us/allagencymemos/memos2011/AAM2011_01.pdf