



STATE OF NEVADA

Department of Conservation & Natural Resources

DIVISION OF ENVIRONMENTAL PROTECTION

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State of Nevada

Division of Environmental Protection

Bureau of Water Pollution Control

Request for Proposal: DEP 13-005

For

NEVADA CIRCUIT RIDER PROGRAM and STORMWATER QUALITY IMPROVMENT PROGRAM

Release Date: 11/13/2012

Deadline for Submission and Opening Date and Time: 12/7/2012 @ 2:00 PM

Refer to Section 8, RFP Timeline for the complete RFP schedule

For additional information, please contact:

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State of Nevada, Division of Environmental Protection

901 S. Stewart Street, Suite 4001

Carson City, NV 89701

(TTY for Deaf and Hard of Hearing: 1-800-326-6868

Ask the relay agent to dial: 1-775-684-0182/V.)

Refer to Section 9 for instructions on submitting proposals

VENDOR INFORMATION SHEET FOR RFP DEP 13-005

Vendor Must:

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Tab III, State Documents of the Technical Proposal.

V1	Firm Name	
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V2	Street Address	
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V3	City, State, ZIP	
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V4	Telephone Number	
	Area Code:	Number:

V5	Facsimile Number	
	Area Code:	Number:

V6	Toll Free Number	
	Area Code:	Number:

V7	<i>Contact Person for Questions / Contract Negotiations, including address if different than above</i>	
	Name:	
	Title:	
	Address:	
Email Address:		

V8	Telephone Number for Contact Person	
	Area Code:	Number:

V9	Facsimile Number for Contact Person	
	Area Code:	Number:

V10	<i>Name of Individual Authorized to Bind the Organization</i>	
	Name:	Title:

V11	<i>Signature (Individual must be legally authorized to bind the vendor per NRS 333.337)</i>	
	Signature:	Date:

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A Request for Proposal process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors' technical exceptions and/or assumptions should be clearly stated in *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP*. Vendors' cost exceptions and/or assumptions should be clearly stated in *Attachment J, Cost Proposal Certification of Compliance with Terms and Conditions of RFP*. Exceptions and/or assumptions will be considered during the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State per NRS 333.350(1).

Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to, NRS 281A and the Governor's Proclamation, which can be found on the Purchasing Division's website (<http://purchasing.state.nv.us>).

1. OVERVIEW OF PROJECT

The Department of Conservation and Natural Resources (DCNR), Nevada Division of Environmental Protection (NDEP), Bureau of Water Pollution Control (BWPC) is seeking proposals from qualified entities to provide the following:

- On-site technical assistance to the Nevada Circuit Rider Program and
- On-site technical assistance for the Stormwater Quality Improvement Program.

Vendors can submit proposals for both or either of these programs.

The Services needed are:

1.1 NEVADA CIRCUIT RIDER PROGRAM

This project will provide on-site technical assistance to Nevada wastewater treatment plants by an experienced certified wastewater operator with at least a Nevada Grade III certification. It will start as soon as the contract documents are signed and approved by the Board of Examiners (BOE) and will continue to the end of this contract term. The BWPC's engineering staff will manage this contract.

1.2 STORMWATER QUALITY IMPROVEMENT PROGRAM

This project will provide on-site technical assistance to improve Stormwater quality discharges from Phase I construction and industrial sites in rural Nevada communities. The project will commence as soon as the contract documents are approved and signed by the Board of Examiners and will continue to the end of this contract term. The BWPC's engineering staff will manage the contract.

1.3 GOALS AND OBJECTIVES

1.3.1 Nevada Circuit Rider Program

1.3.1.1 Project goals are to provide technical assistance to wastewater treatment plants throughout Nevada so these facilities can achieve and maintain compliance with their permits and water pollution control regulations. The project will be divided into a Southern Nevada section and Northern Nevada section. Applicant may propose to assist the Northern section, Southern section, or both.

1.3.2 Stormwater Quality Improvement Program

1.3.2.1 Project goals are to provide technical assistance to improve Stormwater quality from discharges from Phase I construction and industrial sites in rural Nevada.

1.4 The State may award one (1) or more contracts in conjunction with this RFP, as determined in the best interests of the State.

1.4.1 Proposals for the Nevada Circuit Rider Program will be considered regionally (Northern, Southern). Vendor’s proposal must identify the geographic region(s) in which services are being offered.

1.4.2 Proposals for the Stormwater Quality Improvement Program will be considered on a statewide basis.

1.5 The Department of Conservation and Natural Resources, Nevada Department Environmental Protection and Bureau Water Pollution Control will administer contract(s) resulting from this RFP. The resulting contract(s) will last approximately three (3) years, contingent upon funding availability, and is anticipated to begin upon Board of Examiners approval (anticipated to be February 2013).

1.5.1 NDEP anticipates there will be approximately \$92,000 per year available for the Nevada Circuit Rider Program (\$50,000 for Northern Nevada and \$42,000 for Southern Nevada) and approximately \$43,000 per year for the Stormwater Quality Improvement Program.

1.5.2 The total maximum contract amount will not exceed \$135,000 per year (\$405,000 total for the contract term).

2. **ACRONYMS/DEFINITIONS**

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

Acronym	Description
<i>Assumption</i>	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
<i>Awarded Vendor</i>	The organization/individual that is awarded and has an approved contract

Acronym	Description
	with the State of Nevada for the services identified in this RFP.
BOE	State of Nevada Board of Examiners
Confidential Information	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS 333.020(5) (b).
Contract Approval Date	The date the State of Nevada Board of Examiners officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful vendor.
Contract Award Date	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.
Contractor	The company or organization that has an approved contract with the State of Nevada for services identified in this RFP. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance.
Cross Reference	A reference from one document/section to another document/section containing related material.
Customer	Department, Division or Agency of the State of Nevada.
Division/Agency	The Division/Agency requesting services as identified in this RFP.
Evaluation Committee	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS 333.335.
Exception	A formal objection taken to any statement/requirement identified within the RFP.
GIS	Geographic Information System
Goods	The term “goods” as used in this RFP has the meaning ascribed to it in NRS §104.2105(1) and includes, without limitation, “supplies”, “materials”, “equipment”, and “commodities”, as those terms are used in NRS Chapter 333.
Key Personnel	Vendor staff responsible for oversight of work during the life of the project and for deliverables.

Acronym	Description
<i>LCB</i>	Legislative Counsel Bureau
<i>LOI</i>	Letter of Intent - notification of the State's intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
<i>May</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<i>Must</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>NAC</i>	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: www.leg.state.nv.us
<i>NOA</i>	Notice of Award – formal notification of the State's decision to award a contract, pending Board of Examiners' approval of said contract, any non-confidential information becomes available upon written request.
<i>NRS</i>	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: www.leg.state.nv.us .
<i>Pacific Time (PT)</i>	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time.
<i>Proprietary Information</i>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a).
<i>Public Record</i>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).
<i>Redacted</i>	The process of removing confidential or proprietary information from a document prior to release of information to others.
<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 as defined in NRS 333.020(8).
<i>Shall</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>Should</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.

Acronym	Description
<i>State</i>	The State of Nevada and any agency identified herein.
<i>Subcontractor</i>	Third party, not directly employed by the contractor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.
<i>TDS</i>	Total Dissolved Solid
<i>Trade Secret</i>	Information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
<i>User</i>	Department, Division, Agency or County of the State of Nevada.
<i>Vendor</i>	Organization/individual submitting a proposal in response to this RFP.
<i>Will</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

2.1 STATE OBSERVED HOLIDAYS

The State observes the holidays noted in the following table. *Note: When January 1st, July 4th, November 11th or December 25th falls on Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.*

Holiday	Day Observed
New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	Friday following the Fourth Thursday in November
Christmas Day	December 25

3. SCOPE OF WORK

Each scope of work in Sections 3.1 and 3.2 will be evaluated separately by the Evaluation Committee (see Section 10 of this document). The Evaluation Committee members will make awards as in the best interest of the State of Nevada.

Vendors to describe in detail how the following will be performed:

3.1 Nevada Circuit Rider Program

3.1.1 Category I

3.1.1.2 Facilities proposed for Category I of this project will be determined by meetings with the NDEP contract coordinator. Minimum four-hour visits are anticipated, with longer investigations held at larger, non-complying facilities, at those where operational problems are forecasted, or communities that have recently completed construction projects. The facilities will be selected based on priority ranking system developed by this Division. The key indicators in this ranking will be operational deficiencies, management concerns, and permit compliance problems.

3.1.1.3 An inspection of each facility will be performed. A report with recommendations will be developed and sent to the operator, managing board and NDEP. Draft and final copies of the inspection reports will be sent to the NDEP Project Manager for his review and approval prior to sending the final report. The outline for this report is as follows:

3.1.1.3.1 Main Report to include:

1. Maintenance Tasks;
2. Equipment Condition;
3. Spare Parts;
4. Record Keeping;
 - a. Acceptable Financial Management System
5. Discharge Permit and Reporting Compliance;
6. Sampling Requirements;
7. Industrial/Commercial Facilities of Concern;
8. Reclaimed Water Usage Plan;
9. Certification and Education of Operations Staff;
10. Needed Improvements; and Observations and Recommendations.

3.1.1.3.2 Appendices to include:

1. Plant Operations Guideline
2. Maintenance Guideline
3. Laboratory Information
4. Sampling Procedures

3.1.2 Principal Goals

3.1.2.1 Facility Visits

Each of these goals must be handled through discussions and/or written inspection reports, and are as follows:

1. Maintenance procedures will be reviewed at the facilities. Time spent performing preventive maintenance and related routine tasks shall be documented. The Circuit Rider will make recommendations to improve these procedures in their report. Lubrication, exercising, cleaning and adjustment procedures for all equipment will be reviewed where applicable. Improperly functioning and out of service equipment, appurtenances and key working equipment pieces will be documented. The utility staff will be asked about the local suppliers for equipment and spare parts that are typically replaced on a regular frequency. An assessment of the spare parts inventory at the plant will be provided
2. The Circuit Rider will address items such as energy efficiency, I/I controls, water conservation, reclaimed water usage, beneficial use of sludge and waste minimization will be discussed with the operations and/or management staff.
3. Pretreatment issues will be discussed with the operations staff to assess what controls are in place and if a formal pretreatment program is needed, the trainer shall instruct the operator on the procedures for completing a program with their management. Any issues with grease control in the collection system and its impact at the plant shall be detailed. The trainer shall instruct the operator on proper grease control devices for their service area restaurants and provide them with a list of local and state contact for the inspection of the grease control devices.
4. Improvements in the attainment of an acceptable financial management system will be reported. Facilities shall be informed of NDEP concerns regarding adequate user charges, record keeping, operation, maintenance and replacement resources, needed improvements to the treatment works and appropriate sewer use ordinances. Utility staff directly involved in money matters would be questioned to note improvements

since previous documentation. A detailed budget examination will not be performed during Category I.

5. Operational staffs will have to be informed of all the requirements in their discharge permit. Proper sampling procedures will have to be reviewed along with all the conditional requirements of the permit. New operators must also understand how to complete discharge monitoring report forms. Circuit Rider shall assist NDEP in educating rural permittees on the use of NET-DMR for the submittal of their Discharge Monitoring Reports. This will involve meeting with the responsible parties for completing the DMRs and signing the DMRs so that they understand the NET-DMR process.
6. Inquiries regarding methods used to treat and dispose of septage generated in the vicinity of the Publicly Owned Treatment Works (P.O.T.W.) shall be made at all Category I facilities. A septage management plan from all County governments shall be evaluated. The Circuit Rider must assist the communities in the development of this management plan.
7. Conditions of and improvements made to the collection systems shall be examined at all Phase I facilities. A list of commercial and industrial connections which have a possibility of adversely affecting the operation of the collection system and/or treatment plant should have been established during previous grant periods and should be continuously updated.
8. The Circuit Rider will relay from Nevada OSHA, what each community will need in order to comply with the Confined Space Requirements and develop a generic Confined Space Program.

3.1.3 Category II

Meetings with the Managing Boards of the Utility.

1. Meeting with the Managing Board of at least six wastewater utilities are to be arranged either as a formal agenda item or preferably at specially arranged meeting/workshops with managing entity representatives.
2. The Circuit Rider must present a summary of the treatment facility, current operational and compliance problems, condition of mechanical equipment and budget information gathered in the previous phase of the grant. A representative from NDEP will also attend this meeting. They will introduce the reasons for adhering to the Circuit Rider recommendations and address any

regulatory issues. They will also indicate NDEP concerns to the Board that relate to the treatment plant, collection system, permit compliance as well as needs and alternatives for future modification, renovation or expansion. The prepared information from both individuals usually results in several comments and questions by the operator and Board Members. Preparation by the Circuit Rider and NDEP representative is essential. The most current information in all files should be reviewed. Managers and Board Members are also interested in knowing the present day activities of NDEP as well as interpretations of the Nevada Water Pollution Control Laws and Regulations. The Circuit Rider will have to research files from previous grant periods and make phone calls to obtain needed information for these meetings.

3.1.4 Category III

The Nevada Water Environment Association (NWEA) volunteers have the same options at their disposal to contribute in kind services to assist the State in training the operators. The Circuit Rider will assist the NWEA volunteers in their efforts to provide technical support including pre-treatment activities, current contacts, on site plant and collection system information as well as help in coordination and production of the training seminars. One seminar per year is planned. The planned seminars will continue to advance the goals of the operator certification program and will result in education credit to be counted toward certification. NWEA volunteers also plan to conduct treatment plant tours to establish current contacts and provide assistance to the rural operators.

3.1.5 General Goals

- 3.1.5.1 The Circuit Rider will keep a complete set of duplicate records for their file to aid in telephone follow ups and future visits.
- 3.1.5.2 The contractor shall maintain records and documents as specified under 40 CFR Part 33.
- 3.1.5.3 A copy of 40 CFR Part 33 is available for review at the Division office.
- 3.1.5.4 All record review and copying at NDEP shall be conducted by the trainer and their staff with minimal assistance from NDEP.

3.1.5.5 Monthly status reports will be written by the Circuit Rider and submitted to NDEP outlining tasks performed. The reports will verify hours spent on specific tasks such as: preparation of training, developing manuals and giving other assistance to operators as well as specific improvements that have been made.

3.1.5.6 Visitation reports will also be submitted to the managing entity and the wastewater treatment plant operator for every visit to a plant site.

3.2 STORMWATER QUALITY IMPROVEMENT PROGRAM

3.2.1 Stormwater discharges carry sediment and other pollutants to our waterways which causes the degradation of those water bodies. This diminished water quality affects our drinking water supplies, recreational uses and the marine life living there. Potential sources of pollution from Stormwater discharges include construction sites, certain industrial facilities, roads and highways, and illicit discharges.

3.2.2 The Stormwater Quality Improvement Project will focus on assisting communities in rural Nevada to become more aware of the potential pollutants that can enter nearby water bodies from Stormwater discharges and the methods that can be used to improve the water quality of these discharges. The project will focus on Phase I industrial and construction sites in Nevada's rural counties that discharge to waters of the United States. The Circuit Rider will assist NDEP-BWPC staff, permittees and rural communities in implementing activities to protect waters of the U.S. from Stormwater discharges consistent with existing regulations and NDEP policy. The Circuit Rider will provide assistance in developing Stormwater Pollution Prevention Plans (SWPPPs) for permitted sites, choosing the correct Best Management Practices (BMPs) for the sites, training in Stormwater quality and assessing the efficiency of new BMPs. The program will include the following components:

3.3 Stormwater Quality Principal Goals

3.3.1 Visit Phase I construction and industrial sites throughout rural Nevada that discharge to waters of the U.S. and determine whether the stakeholders need assistance meeting all permit requirements of BWPC's General Stormwater Permits for Construction and Industrial Activities

3.3.2 Assist Permittees with SWPPP development, housekeeping, training, illicit discharges, etc.;

3.3.3 Evaluate and recommend BMPs that would be appropriate for use in Nevada's climate conditions; and

3.3.3.1 Assess the efficiency of any new BMPs installed at sites that have not been used in Nevada before and determine whether the BMPs are appropriate for Nevada.

3.3.4 Determine whether on-site Stormwater quality training would be beneficial for the community and/or the construction and industrial groups;

3.3.4.1 If training would be beneficial, work with BWPC staff to develop an appropriate training program for the audience and schedule the training.

3.4 Deliverables

3.4.1 A semi-annual report on Nevada Circuit Rider Program and Stormwater Quality Improvement including, but not limited to:

3.4.1.1 All site visits as applicable to the respective program. The report will include the site name, location, BWPC permit site number, summary of findings, a discussion of operation and/or the BMPs used on-site and any violations noted;

3.4.1.2 All training sessions performed or scheduled in rural communities. If the training has been completed, the report will include the location, a list of the attendees and a discussion of the material presented. If training is scheduled, the report will include the location and the scheduled date of the training;

3.4.1.3 A narrative summary of new Best Management Practices (BMPs) that may be appropriate for Nevada and the expected efficiency of those BMPs.

4. COMPANY BACKGROUND AND REFERENCES

4.1 VENDOR INFORMATION

4.1.1 Vendors must provide a company profile in the table format below.

Question	Response
Company name:	
Ownership (sole proprietor, partnership, etc.):	
State of incorporation:	
Date of incorporation:	
# of years in business:	
List of top officers:	
Location of company headquarters:	
Location(s) of the company offices:	
Location(s) of the office that will provide the services described in this RFP:	
Number of employees locally with the expertise to support the requirements identified in this RFP:	

Question	Response
Number of employees nationally with the expertise to support the requirements in this RFP:	
Location(s) from which employees will be assigned for this project:	

4.1.2 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state must register with the State of Nevada, Secretary of State’s Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

4.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State’s Office pursuant to NRS76. Information regarding the Nevada Business License can be located at <http://sos.state.nv.us>.

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

Is “Legal Entity Name” the same name as vendor is doing business as?

Yes		No	
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If “No”, provide explanation.

4.1.4 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

4.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes		No	
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If “Yes”, complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

4.1.6 Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	
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If “Yes”, please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person will be performing or producing the services which you will be contracted to provide under this contract, you must disclose the identity of each such person in your response to this RFP, and specify the services that each person will be expected to perform.

4.1.7 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor’s ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP must also be disclosed.

Does any of the above apply to your company?

Yes		No	
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If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

Question	Response	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, or litigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

- 4.1.8 Vendors must review the insurance requirements specified in *Attachment E, Insurance Schedule for RFP DEP 13-005*. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in *Attachment E*.

Yes		No	
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Any exceptions and/or assumptions to the insurance requirements *must* be identified on *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP*. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Upon contract award, the successful vendor *must* provide the Certificate of Insurance identifying the coverages as specified in *Attachment E, Insurance Schedule for RFP DEP 13-005*.

- 4.1.9 Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.
- 4.1.10 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.
- 4.1.11 Financial information and documentation to be included in Part III, Confidential Financial of vendor's response in accordance with *Section 9.5, Part III – Confidential Financial*.
- 4.1.11.1 Dun and Bradstreet Number
- 4.1.11.2 Federal Tax Identification Number

4.2 SUBCONTRACTOR INFORMATION

- 4.2.1 Does this proposal include the use of subcontractors? Check the appropriate response in the table below.

Yes		No	
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If "Yes", vendor must:

- 4.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.

- 4.2.1.2 If any tasks are to be completed by subcontractor(s), vendors must:
- A. Describe the relevant contractual arrangements;
 - B. Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and
 - C. Describe your previous experience with subcontractor(s).
- 4.2.1.3 Vendors must describe the methodology, processes and tools utilized for:
- A. Selecting and qualifying appropriate subcontractors for the project/contract;
 - B. Ensuring subcontractor compliance with the overall performance objectives for the project;
 - C. Ensuring that subcontractor deliverables meet the quality objectives of the project/contract; and
 - D. Providing proof of payment to any subcontractor(s) used for this project/contract, if requested by the State. Proposal should include a plan by which, at the State's request, the State will be notified of such payments.
- 4.2.1.4 Provide the same information for any proposed subcontractors as requested in **Section 4.1, Vendor Information**.
- 4.2.1.5 Business references as specified in **Section 4.3, Business References** must be provided for any proposed subcontractors.
- 4.2.1.6 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 4.2.1.7 Vendor must notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in **Section 4.2, Subcontractor Information**. The vendor must receive agency approval prior to subcontractor commencing work.

4.3 BUSINESS REFERENCES

- 4.3.1 Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last five (5) years.

4.3.2 Vendors must provide the following information for *every* business reference provided by the vendor and/or subcontractor:

The “Company Name” must be the name of the proposing vendor or the vendor’s proposed subcontractor.

Reference #:	
Company Name:	
Identify role company will have for this RFP project (Check appropriate role below):	
	VENDOR
	SUBCONTRACTOR
Project Name:	
Primary Contact Information	
Name:	
Street Address:	
City, State, Zip	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Alternate Contact Information	
Name:	
Street Address:	
City, State, Zip	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Project Information	
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	
Original Project/Contract Start Date:	
Original Project/Contract End Date:	
Original Project/Contract Value:	
Final Project/Contract Date:	
Was project/contract completed in time originally allotted, and if not, why not?	
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	

4.3.3 Vendors must also submit *Attachment F, Reference Questionnaire* to the business references that are identified in *Section 4.3.2*.

- 4.3.4 The company identified as the business references must submit the Reference Questionnaire directly to NDEP.
- 4.3.5 It is the vendor's responsibility to ensure that completed forms are received by NDEP on or before the deadline as specified in **Section 8, RFP Timeline** for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.
- 4.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

4.4 VENDOR STAFF RESUMES

A resume must be completed for each proposed key personnel responsible for performance under any contract resulting from this RFP per **Attachment G, Proposed Staff Resume**.

5. COST

Vendors must submit a number of hours of service to be provided for each year of the contract, an hourly cost for services and a total fixed-price for the project budget. Clearly specify the nature of all expenses anticipated (refer to **Attachment I, Cost Schedule**).

6. FINANCIAL

6.1 PAYMENT

- 6.1.1 Upon review and acceptance by the State, payments for invoices are normally made within 45 – 60 days of receipt, providing all required information, documents and/or attachments have been received.

6.2 BILLING

- 6.2.1 The State does not issue payment prior to receipt of goods or services.
- 6.2.2 The vendor must bill the State as outlined in the approved contract and/or payment schedule.
- 6.2.3 Vendors may propose an alternative payment option. Alternative payment options must be listed on **Attachment J, Cost Proposal Certification of Compliance with Terms and Conditions of the RFP**. Alternative payment options will be considered if deemed in the best interest of the State, project or service solicited herein.

7. QUESTIONS AND ANSWERS

In lieu of a pre-proposal conference, the Nevada Division of Environmental Protection, Bureau of Water Pollution Control will accept questions and/or comments in writing, received by e-mail regarding this RFP:

7.1 WRITTEN QUESTIONS AND ANSWERS

- 7.1.1 Questions must reference the identifying RFP number and be addressed Toni Bouas, e-mailed to tbouas@ndep.nv.gov.
- 7.1.2 The deadline for submitting questions is as specified in *Section 8, RFP Timeline*.
- 7.1.3 All questions and/or comments will be addressed in writing and responses e-mailed and posted to prospective vendors on or about the date specified in *Section 8, RFP Timeline*.

8. RFP TIMELINE

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time.

Task	Date/Time
Deadline for submitting questions	11/20/2012 @ 2:00 PM
Answers posted to website	On or about 11/21/2012
Deadline for submittal of Reference Questionnaires	<u>No later than 4:00 PM on 12/06/2012</u>
<u>Deadline for submission and opening of proposals</u>	<u>No later than 2:00 PM on 12/07/2012</u>
Evaluation period (approximate time frame)	12/07/12 – 12/14/2012
Selection of vendor	On or about 12/14/2012
Anticipated BOE approval	On or about 02/2013
Contract start date (contingent upon BOE approval)	On or about 02/2013

9. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

9.1 GENERAL SUBMISSION REQUIREMENTS

Vendors' proposals must be packaged and submitted in counterparts; therefore, vendors must pay close attention to the submission requirements. Proposals will have a technical response, which may be composed of two (2) parts in the event a vendor determines that a portion of their technical response qualifies as "confidential" as defined within *Section 2, Acronyms/Definitions*.

If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with *Section 9.3, Part I B – Confidential Technical and Section 9.5, Part III Confidential Financial*. Specific references made to the tab, page, section and/or paragraph where the confidential information

can be located must be identified on *Attachment A, Confidentiality and Certification of Indemnification* and comply with the requirements stated in *Section 9.6, Confidentiality of Proposals*.

The remaining section is the Cost Proposal. Vendors may submit their proposal broken out into the three (3) sections required, or four (4) sections if confidential technical information is included, in a single box or package for shipping purposes.

The required CDs must contain information as specified in *Section 9.6.4*.

Detailed instructions on proposal submission and packaging follows and vendors must submit their proposals as identified in the following sections. Proposals and CDs that do not comply with the following requirements may be deemed non-responsive and rejected at the State's discretion.

- 9.1.1 All information is to be completed as requested.
- 9.1.2 Each section within the technical proposal and cost proposal must be separated by clearly marked tabs with the appropriate section number and title as specified in the following sections.
- 9.1.3 Although it is a public opening, only the names of the vendors submitting proposals will be announced per NRS 333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the NDEP designee as soon as possible and at least two (2) days in advance of the opening.
- 9.1.4 If discrepancies are found between two (2) or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one (1) copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one (1) copy to be used as the master.
- 9.1.5 For ease of evaluation, the proposal must be presented in a format that corresponds to and references sections outlined within this RFP and must be presented in the same order. Written responses must be placed immediately following the applicable RFP question, statement and/or section and must be presented in a style/format that is easily distinguishable from RFP language. Exceptions/assumptions to this may be considered during the evaluation process.
- 9.1.6 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Unnecessarily elaborate responses beyond what is sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the proposer's lack of environmental and cost consciousness. Unless specifically requested in this RFP, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

The State of Nevada, in its continuing efforts to reduce solid waste and to further recycling efforts requests that proposals, to the extent possible and practical:

- 9.1.6.1 Be submitted on recycled paper;
 - 9.1.6.2 Not include pages of unnecessary advertising;
 - 9.1.6.3 Be printed on both sides of each sheet of paper; and
 - 9.1.6.4 Be contained in re-usable binders rather than with spiral or glued bindings.
- 9.1.7 For purposes of addressing questions concerning this RFP, the sole contact will be the Division of Environmental Protection as specified on Page 1 of this RFP. 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 vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 9.1.8 Any vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Division. To be considered, a request for review must be received no later than the deadline for submission of questions.

The Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

- 9.1.9 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive per NRS 333.311.

9.2 PART I A – TECHNICAL PROPOSAL

- 9.2.1 Technical proposal must include:

- 9.2.1.1 One (1) original marked “MASTER”; and
- 9.2.1.2 Four (4) identical copies.

9.2.2 The technical proposal **must not include** confidential technical information (refer to **Section 9.3, Part I B, Confidential Technical**) or project costs. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.

9.2.3 Format and Content

9.2.3.1 Tab I – Title Page

The title page must include the following:

Part I A – Technical Proposal	
RFP Title:	Nevada Circuit Rider Program
RFP:	DEP 13-005
Vendor Name:	
Address:	
Proposal Opening Date:	December 7, 2012
Proposal Opening Time:	2:00 PM

9.2.3.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

9.2.3.3 Tab III – Vendor Information Sheet

The vendor information sheet completed with an original signature by an individual authorized to bind the organization must be included in this tab.

9.2.3.4 Tab IV – State Documents

The State documents tab must include the following:

- A. The signature page from all amendments with an original signature by an individual authorized to bind the organization.
- B. Attachment A – Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.

- C. Attachment C – Vendor Certifications with an original signature by an individual authorized to bind the organization.
- D. Attachment K – Certification regarding lobbying with an original signature by an individual authorized to bind the organization.
- E. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.
- F. Copies of applicable certifications and/or licenses.

9.2.3.5 Tab V - Tab V - Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP

- A. **Attachment B** with an original signature by an individual authorized to bind the organization must be included in this tab.
- B. If the exception and/or assumption require a change in the terms or wording of any section of the RFP, the contract, or any incorporated documents, vendors **must** provide the specific language that is being proposed on **Attachment B**.
- C. Only technical exceptions and/or assumptions should be identified on **Attachment B**.
- D. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

9.2.3.6 Tab VI – Section 3 – Scope of Work

Vendors must place their written response(s) in **bold/italics** immediately following the applicable RFP question, statement and/or section.

9.2.3.7 Tab VII– Section 4 – Company Background and References

Vendors must place their written response(s) in **bold/italics** immediately following the applicable RFP question, statement and/or section. This section must also include the requested information in **Section 4.2, Subcontractor Information**, if applicable.

9.2.3.8 Tab VIII – Attachment G – Proposed Staff Resume

- A. Vendors must include all proposed staff resumes per **Section 4.4, Vendor Staff Resumes** in this section.
- B. This section should also include any subcontractor proposed staff resumes, if applicable.

9.2.3.9 Tab IX – Other Informational Material

Vendors must include any other applicable reference material in this section clearly cross referenced with the proposal.

9.3 PART I B – CONFIDENTIAL TECHNICAL

9.3.1 Vendors only need to submit Part I B if the proposal includes any confidential technical information (*Refer to Attachment A, Confidentiality and Certification of Indemnification*).

9.3.2 Confidential technical information must include:

- 9.3.2.1 One (1) original marked “MASTER”; and
- 9.3.2.2 Four (4) identical copies.

9.3.3 Format and Content

9.3.3.1 Tab I – Title Page

The title page must include the following:

Part I B – Confidential Technical Proposal	
RFP Title:	Nevada Circuit Rider Program Stormwater Quality Improvement Program
RFP:	DEP 13-005
Vendor Name:	
Address:	
Proposal Opening Date:	December 7, 2012
Proposal Opening Time:	2:00 PM

9.3.3.2 Tabs – Confidential Technical

Vendors must have tabs in the confidential technical information that cross reference back to the technical proposal, as applicable.

9.4 PART II – COST PROPOSAL

9.4.1 Cost proposal must include:

- 9.4.1.1 One (1) original marked “MASTER”; and

9.4.1.2 Four (4) identical copies.

9.4.2 The cost proposal must not be marked “confidential”. Only information that is deemed proprietary per NRS 333.020(5)(a) may be marked as “confidential”.

9.4.3 Format and Content

9.4.3.1 Tab I – Title Page

The title page must include the following:

Part II – Cost Proposal	
RFP Title:	Nevada Circuit Rider Program Stormwater Quality Improvement Program
RFP:	DEP 13-005
Vendor Name:	
Address:	
Proposal Opening Date:	December 7, 2012
Proposal Opening Time:	2:00 PM

9.4.3.2 Tab II – Cost Proposal

Vendor’s response for the cost proposal must be included in this tab.

9.4.3.3 Tab III – Attachment J, Cost Proposal Certification of Compliance with Terms and Conditions of RFP

- A. **Attachment J** with an original signature by an individual authorized to bind the organization must be included in this tab.
- B. In order for any cost exceptions and/or assumptions to be considered, vendors **must** provide the specific language that is being proposed in **Attachment J**.
- C. Only cost exceptions and/or assumptions should be identified on **Attachment J**.
- D. **Do not restate** the technical exceptions and/or assumptions on this form.

- E. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

9.5 PART III – CONFIDENTIAL FINANCIAL INFORMATION

9.5.1 Confidential financial information must include:

- 9.5.1.1 One (1) original marked “MASTER”; and
- 9.5.1.2 Two (2) identical copies.

9.5.2 Format and Content

9.5.2.1 Tab I – Title Page

The title page must include the following:

Part III – Confidential Financial Information	
RFP Title:	Nevada Circuit Rider Program Stormwater Quality Improvement Program
RFP:	DEP 13-005
Vendor Name:	
Address:	
Proposal Opening Date:	December 7, 2012
Proposal Opening Time:	2:00 PM

9.5.2.2 Tab II – Financial Information and Documentation

Vendors must place the information required per *Section 4.1.11* in this tab.

9.6 CONFIDENTIALITY OF PROPOSALS

- 9.6.1 As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.
- 9.6.2 Vendors are required to submit written documentation in accordance with *Attachment A, Confidentiality and Certification of Indemnification* demonstrating the material within the proposal marked “confidential” conforms to NRS §333.333, which states “Only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5).” Not conforming to these requirements will cause your proposal to be deemed non-compliant and will not be accepted by the State of Nevada.

9.6.3 Vendors acknowledge that material not marked as “confidential” will become public record upon contract award.

9.6.4 The required CDs must contain the following:

9.6.4.1 One (1) “**Master**” CD with an exact duplicate of the technical and cost proposal contents only.

A. The electronic files must follow the format and content section for the technical and cost proposal.

B. The CD must be packaged in a case and clearly labeled as follows:

Master CD	
RFP No:	DEP 13-005
Vendor Name:	
Contents:	Part IA – Technical Proposal Part IB – Confidential Technical Proposal Part II – Cost Proposal

9.6.4.2 One (1) “**Public Records CD**” which must include the technical and cost proposal contents to be used for public records requests.

A. This CD **must not** contain any confidential or proprietary information.

B. The electronic files must follow the format and content section for the redacted versions of the technical and cost proposal.

C. All electronic files **must** be saved in “PDF” format.

D. The CD must be packaged in a case and clearly labeled as follows:

Public Records CD	
RFP No:	DEP 13-005
Vendor Name:	
Contents:	Part IA – Technical Proposal for Public Records Request Part II – Cost Proposal for Public Records Request

9.6.5 The Public Records submitted on the CD will be posted to the Purchasing Website upon the Notice of Award.

9.6.6 It is the vendor’s responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation.

9.6.7 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 release of said information.

9.7 PROPOSAL PACKAGING

9.7.1 If the separately sealed technical and cost proposals as well as confidential technical information and financial documentation, marked as required, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked as follows:

9.7.2 Vendors are encouraged to utilize the copy/past feature of word processing software to replicate these labels for ease and accuracy of proposal packaging.

Toni Bouas, Nevada Division of Environmental Protection 901 South Stewart Street, Suite 4001 Carson City, NV 89701	
RFP:	DEP 13-005
PROPOSAL OPENING DATE:	December 7, 2012
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Nevada Circuit Rider Program & Stormwater Quality Improvement Program
VENDOR'S NAME:	

9.7.3 Proposals *must be received at the address referenced below no later than the date and time specified in Section 8, RFP Timeline*. Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.

9.7.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared.

9.7.5 Facsimile, e-mail or telephone proposals will NOT be considered; however, at the State's discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposals may be modified by facsimile, e-mail or written notice provided such notice is received prior to the opening of the proposals.

9.7.6 The technical proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Toni Bouas, Nevada Division of Environmental Protection 901 South Stewart Street, Suite 4001 Carson City, NV 89701	
RFP:	DEP 13-005
PROPOSAL COMPONENT:	PART I A - TECHNICAL
PROPOSAL OPENING DATE:	December 7, 2012
PROPOSAL OPENING TIME:	2:00 PM

FOR:	Nevada Circuit Rider Program & Stormwater Quality Improvement Program
VENDOR'S NAME:	

9.7.7 If applicable, confidential technical information shall be submitted to the State in a sealed package and be clearly marked as follows:

Toni Bouas, Nevada Division of Environmental Protection 901 South Stewart Street, Suite 4001 Carson City, NV 89701	
RFP:	DEP 13-005
PROPOSAL COMPONENT:	PART I B – CONFIDENTIAL TECHNICAL
PROPOSAL OPENING DATE:	December 7, 2012
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Nevada Circuit Rider Program & Stormwater Quality Improvement Program
VENDOR'S NAME:	

9.7.8 The cost proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Toni Bouas, Nevada Division of Environmental Protection 901 South Stewart Street, Suite 4001 Carson City, NV 89701	
RFP:	DEP 13-005
PROPOSAL COMPONENT:	PART II - COST
PROPOSAL OPENING DATE:	December 7, 2012
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Nevada Circuit Rider Program & Stormwater Quality Improvement Program
VENDOR'S NAME:	

9.7.9 Confidential financial information shall be submitted to the State in a sealed package and be clearly marked as follows:

Toni Bouas, Nevada Division of Environmental Protection 901 South Stewart Street, Suite 4001 Carson City, NV 89701	
RFP:	RFP 13-005
PROPOSAL COMPONENT:	PART III - CONFIDENTIAL FINANCIAL INFORMATION
PROPOSAL OPENING DATE:	December 7, 2012
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Nevada Circuit Rider Program & Stormwater Quality Improvement Program
VENDOR'S NAME:	

9.7.10 The CDs shall be submitted to the State in a sealed package and be clearly marked as follows:

Toni Bouas, Nevada Division of Environmental Protection 901 South Stewart Street, Suite 4001 Carson City, NV 89701	
RFP:	DEP 13-005
PROPOSAL COMPONENT:	CDs
PROPOSAL OPENING DATE:	December 7, 2012
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Nevada Circuit Rider Program & Stormwater Quality Improvement Program
VENDOR'S NAME:	

10. PROPOSAL EVALUATION AND AWARD PROCESS

The information in this section does not need to be returned with the vendor's proposal.

10.1 Proposals shall be consistently evaluated and scored in accordance with NRS 333.335(3) based upon the following criteria:

- 10.1.1 Demonstrated competence
- 10.1.2 Experience in performance of comparable engagements
- 10.1.3 Conformance with the terms of this RFP
- 10.1.4 Expertise and availability of key personnel
- 10.1.5 Cost

Note: Financial stability will be scored on a pass/fail basis.

Proposals shall be kept confidential until a contract is awarded.

10.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor'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 per NRS 333.335(5).

10.3 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation,

unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS 333.335.

- 10.4** Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive per NAC 333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors. Any modifications made to the original proposal during the best and final negotiations will be included as part of the contract.
- 10.5** 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 contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.
- 10.6** Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

11. TERMS AND CONDITIONS

11.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they **MUST** identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in Attachment B. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

- 11.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 11.1.2 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.
- 11.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.

- 11.1.4 For ease of responding to the RFP, vendors are encouraged to download the RFP from the NDEP website <http://ndep.nv.gov>.
- 11.1.5 Failure to separately package and clearly mark **Part I B and Part III** – which contains confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 11.1.6 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements and lease purchase agreements. The omission of these documents renders a proposal non-responsive.
- 11.1.7 The State reserves the right to reject any or all proposals received prior to contract award (NRS 333.350).
- 11.1.8 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).
- 11.1.9 Any irregularities or lack of clarity in the RFP should be brought to NDEP designee’s attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 11.1.10 Descriptions on how any and all services and/or equipment will be used to meet the requirements of this RFP shall be given, in detail, along with any additional informational documents that are appropriately marked.
- 11.1.11 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 11.1.12 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.
- 11.1.13 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.
- 11.1.14 Proposals may be withdrawn by written or facsimile 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).

- 11.1.15 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 11.1.16 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 11.1.17 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The masters of the technical proposal, confidential technical proposal, cost proposal and confidential financial information of each response shall be retained for official files.
- 11.1.18 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 11.1.19 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and Chapter 333 of the Nevada Administrative Code.

11.2 CONTRACT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they **MUST** identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in Attachment B. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

- 11.2.1 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 11.2.2 The awarded vendor 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 vendor 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.
- 11.2.3 The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.

- 11.2.4 **Attachment B and Attachment J** of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, except such terms and conditions that the vendor expressly excludes. Exceptions and assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered.
- 11.2.5 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor'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, any modifications and clarifications to the awarded vendor's proposal, the RFP, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 11.2.6 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.
- 11.2.7 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.
- 11.2.8 Pursuant to NRS 613 in connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

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

11.3 PROJECT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they **MUST** identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in Attachment B. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

11.3.1 Award of Related Contracts

11.3.1.1 The State may undertake or award supplemental contracts for work related to this project or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors and the State in all cases.

11.3.1.2 All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

11.3.2 Products and/or Alternatives

11.3.2.1 The vendor shall not propose an alternative that would require the State to acquire hardware or software or change processes in order to function properly on the vendor's system unless vendor included a clear description of such proposed alternatives and clearly mark any descriptive material to show the proposed alternative.

11.3.2.2 An acceptable alternative is one the State considers satisfactory in meeting the requirements of this RFP.

11.3.2.3 The State, at its sole discretion, will determine if the proposed alternative meets the intent of the original RFP requirement.

11.3.3 State Owned Property

The awarded vendor shall be responsible for the proper custody and care of any State owned property furnished by the State for use in connection with the performance of the contract and will reimburse the State for any loss or damage.

11.3.4 Inspection/Acceptance of Work

11.3.4.1 It is expressly understood and agreed all work done by the contractor shall be subject to inspection and acceptance by the State.

11.3.4.2 Any progress inspections and approval by the State of any item of work shall not forfeit the right of the State to require the correction of any faulty workmanship or material at any time during the course of the work and warranty period thereafter, although previously approved by oversight.

11.3.4.3 Nothing contained herein shall relieve the contractor of the responsibility for proper installation and maintenance of the work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the State.

11.3.5 Travel - If travel is required, the following processes must be followed:

- 11.3.5.1 Requests for reimbursement of travel expenses must be submitted on the State Claim for Travel Expense Form with original receipts for all expenses.
- 11.3.5.2 The travel expense form, with original signatures, must be submitted with the vendor's invoice.
- 11.3.5.3 Vendor will be reimbursed travel expenses and per diem at the rates allowed for State employees at the time travel occurs.
- 11.3.5.4 The State is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by vendor for a rental vehicle.

11.3.6 Completion of Work

Prior to completion of all work, the contractor shall remove from the premises all equipment and materials belonging to the contractor. Upon completion of the work, the contractor shall leave the site in a clean and neat condition satisfactory to the State.

11.3.7 Right to Publish

- 11.3.7.1 All requests for the publication or release of any information pertaining to this RFP and any subsequent contract must be in writing and sent to Steve McGoff, P.E. at the Bureau of Water Pollution Control or designee.
- 11.3.7.2 No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of Steve McGoff, P.E. at the Bureau of Water Pollution Control or designee.
- 11.3.7.3 As a result of the selection of the contractor to supply the requested services, the State is neither endorsing nor suggesting the contractor is the best or only solution.
- 11.3.7.4 The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with the specific advance written authorization of Steve McGoff, P.E. at the Bureau of Water Pollution Control or designee.

11.3.7.5 Throughout the term of the contract, the contractor must secure the written approval of the State per **Section 11.3.7.2** prior to the release of any information pertaining to work or activities covered by the contract.

12. SUBMISSION CHECKLIST

This checklist is provided for vendor'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 deemed non-responsive and not considered for contract award.

Part I A– Technical Proposal Submission Requirements		Completed
Required number of Technical Proposals per submission requirements		
Tab I	Title Page	
Tab II	Table of Contents	
Tab III	Vendor Information Sheet	
Tab IV	State Documents	
Tab V	Attachment B – Technical Proposal Certification of Compliance with Terms and Conditions of RFP	
Tab VI	Section 3 – Scope of Work	
Tab VII	Section 4 – Company Background and References	
Tab VIII	Attachment G – Proposed Staff Resume(s)	
Tab IX	Other Information Material	
Part I B – Confidential Technical Submission Requirements		
Required number of Confidential Technical Proposals per submission requirements		
Tab I	Title Page	
Tabs	Appropriate tabs and information that cross reference back to the technical proposal	
Part II – Cost Proposal Submission Requirements		
Required number of Cost Proposals per submission requirements		
Tab I	Title Page	
Tab II	Cost Proposal	
Tab III	Attachment J - Cost Proposal Certification of Compliance with Terms and Conditions of RFP	
Part III – Confidential Financial Submission Requirements		
Required number of Confidential Financial Proposals per submission requirements		
Tab I	Title Page	
Tab II	Financial Information and Documentation	
CDs Required		
One (1)	Master CD with the technical and cost proposal contents only	
One (1)	Public Records CD with the technical and cost proposal contents only	
Reference Questionnaire Reminders		
Send out Reference Forms for Vendor (with Part A completed)		
Send out Reference Forms for proposed Subcontractors (with Part A completed, if applicable)		

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in separate binders marked “**Part I B Confidential Technical**” and “**Part III Confidential Financial**”.

The State will not be responsible for any information contained within the proposal. Should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. 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.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada 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.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in *Section 2 “ACRONYMS/DEFINITIONS.”*

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part I B – Confidential Technical Information			
YES		NO	
Justification for Confidential Status			

A Public Records CD has been included for the Technical and Cost Proposal			
YES		NO	

Part III – Confidential Financial Information			
YES		NO	
Justification for Confidential Status			

Company Name

Signature

Print Name

Date

This document must be submitted in Tab IV of vendor’s technical proposal

**ATTACHMENT B – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE
WITH TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

YES _____ I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

In order for any exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables below. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. Vendors must be specific. Nonspecific exceptions or assumptions may not be considered. If the exception or assumption requires a change in the terms or wording of the contract, the scope of work, or any incorporated documents, vendors must provide the specific language that is being proposed in the tables below.

Company Name

Signature

Print Name

Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

This document must be submitted in Tab V of vendor’s technical proposal

ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- (6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.
- (7) Each vendor 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, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor'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 vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Vendor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Vendor Company Name

Vendor Signature

Print Name

Date

This document must be submitted in Tab IV of vendor's technical proposal

ATTACHMENT D – CONTRACT FORM

The following State Contract Form is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in this form, as this is the standard contract used by the State for all services of independent contractors. It is not necessary for vendors to complete the Contract Form with their proposal.

If exceptions and/or assumptions require a change to the Contract Form, vendors *must* provide the specific language that is being proposed on *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP*.

Please pay particular attention to the insurance requirements, as specified in Paragraph 16 of the attached contract and Attachment E, Insurance Schedule.



Contract Form.doc

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact NDEP/BWPC*

*tbouas@ndep.nv.gov or sneudauer@ndep.nv.gov
for an emailed copy.*

ATTACHMENT E – INSURANCE SCHEDULE FOR RFP DEP 13-005

The following Insurance Schedule is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in the Insurance Schedule, as this is the standard insurance schedule used by the State for all services of independent contractors.

If exceptions and/or assumptions require a change to the Insurance Schedule, vendors **must** provide the specific language that is being proposed on **Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP**.



ATTACHMENT E ~
Insurance.doc

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact NDEP/BWPC
tbouas@ndep.nv.gov or sneudauer@ndep.nv.gov
for an emailed copy.*

ATTACHMENT F – REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the RFP process, requires proposing vendors to submit 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.

INSTRUCTIONS TO PROPOSING VENDOR	
1.	Proposing vendor or vendor’s proposed subcontractor MUST complete Part A of the Reference Questionnaire.
2.	Proposing vendor MUST send the following Reference Questionnaire to EACH business reference listed for completion of Part B, Part C and Part D.
3.	<p>Business reference is requested to submit the completed Reference Questionnaire via email to:</p> <p style="margin-left: 40px;">State of Nevada, NDEP - BWPC Subject: RFP DEP 13-005 Attention: Toni Bouas Email: tbouas@ndep.nv.gov</p> <p style="margin-left: 40px;">OR</p> <p style="margin-left: 40px;">State of Nevada, NDEP - BWPC Subject: RFP DEP 13-005 Attention: Sondra Neudauer Email: sneudauer@ndep.nv.gov</p> <p>Please reference the RFP number in the subject line of the email.</p>
4.	The completed Reference Questionnaire MUST be received no later than 4:00 PM PT. 12/6/12.
5.	Business references are NOT to return the Reference Questionnaire to the Proposer (Vendor).
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor’s score in the evaluation process.



Reference
Questionnaire 13-005

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact BWPC at*

*tbouas@ndep.nv.gov or sneudauer@ndep.nv.gov
for an emailed copy.*

ATTACHMENT G – PROPOSED STAFF RESUME

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff using the State format.



Proposed Staff
Resume.doc

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact NDEP/BWPC at
tbouas@ndep.nv.gov or sneudauer@ndep.nv.gov
for an emailed copy.*

ATTACHMENT H – STATE OF NEVADA REGISTRATION SUBSTITUTE IRS FORM W-9

The completed form must be included in Tab II, Financial Information and Documentation of the *Part III – Confidential Financial* proposal submittal.



KTLVEN-05
Registration.doc

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact NDEP/BWPC at
tbouas@ndep.nv.gov or sneudauer@ndep.nv.gov
for an emailed copy.*

ATTACHMENT I – COST SCHEDULE



DEP 13-005
Cost.xlsx

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact NDEP/BWPC at
tbouas@ndep.nv.gov or sneudauer@ndep.nv.gov
for an emailed copy.*

**ATTACHMENT J – COST PROPOSAL CERTIFICATION OF COMPLIANCE
TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

YES _____ I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

In order for any exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables below. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. Vendors must be specific. Nonspecific exceptions or assumptions may not be considered. If the exception or assumption requires a change in the terms or wording of the contract, the scope of work, or any incorporated documents, vendors must provide the specific language that is being proposed in the tables below.

Company Name

Signature

Print Name

Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be provided)

ASSUMPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be provided)

**This document must be submitted in Tab III of vendor’s cost proposal.
This form MUST NOT be included in the technical proposal.**

ATTACHMENT L – FEDERAL LAWS AND AUTHORITIES

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

ENVIRONMENTAL:

1. Archeological and Historic Preservation Act of 1974, PL 93-291
2. Clean Air Act, 42 U.S.C. 7506(c)
3. Endangered Species Act 16 U.S.C. 1531, ET seq.
4. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
5. Executive Order 11988, Floodplain Management
6. Executive Order 11990, Protection of Wetlands
7. Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
8. Fish and Wildlife Coordination Act, PL 85-624, as amended
9. National Historic Preservation Act of 1966, PL 89-665, as amended
10. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended

ECONOMIC:

1. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended
2. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans

SOCIAL LEGISLATION

1. Age Discrimination Act, PL 94-135
2. Civil Rights Act of 1964, PL 88-352
3. Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
4. Executive Order 11246, Equal Employment Opportunity
5. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
6. Rehabilitation Act of 1973, PL 93, 112

MISCELLANEOUS AUTHORITY:

1. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
2. Executive Order 12549 – Debarment and Suspension