



**ADMINISTRATIVE SERVICES DEPARTMENT
Purchasing and Contracts Division**

**CONFIRMATION FORM
for
RECEIPT OF RFP NO. 603453-14**

If you are interested in this invitation, immediately upon receipt please fax this confirmation form to the fax number provided at the bottom of this page.

Failure to do so means you are not interested in the project and do not want any associated addenda mailed to you.

SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:

PROJECT NO. RFP NO. 603453-14 RFP PAGES: 65

DESCRIPTION: DESERT TORTOISE OCCUPANCY SAMPLING

SUPPLIER MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

City / State / Zip: _____

Name / Title: _____

Area Code/Phone Number: _____

Area Code/Fax Number: _____

Email Address: _____

FAX THIS CONFIRMATION FORM TO: (702) 386-4914

TYPE or PRINT CLEARLY

CLARK COUNTY, NEVADA REQUEST FOR PROPOSAL

RFP NO. 603453-14 DESERT TORTOISE OCCUPANCY SAMPLING

The RFP package is available as follows:

- Internet – Visit the Clark County Purchasing and Contracts Division website at <http://www.ClarkCountyNV.gov/Purchasing>. Click on “Current Opportunities” and locate Document No. 603453 in the list of current solicitations.
- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers.
- Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.

A Pre-Proposal Conference will be held on **OCTOBER 2, 2014** at **9:00 a.m.**, at the address specified above in the Gold Conference Room. If your firm is unfamiliar with the County Request for Proposal (RFP) procedures and would like to obtain training on the submittal process for this RFP, please contact Sherry Wimmer, **Purchasing Analyst**, at (702) 455-**4476** no later than **TUESDAY, SEPTEMBER 30, 2014**, and a training session will be provided immediately following the pre-proposal conference referenced above.

Proposals will be accepted at the Clark County Government Center address specified above, on or before **OCTOBER 24, 2014** at **3:00:00 p.m.**, based on the time clock at the Clark County Purchasing and Contracts front desk.

PUBLISHED:
Las Vegas Review Journal
SEPTEMBER 25, 2014

GENERAL CONDITIONS

RFP NO. 603453-14
DESERT TORTOISE OCCUPANCY SAMPLING

1. TERMS

The term "COUNTY," as used throughout this document will mean the County of Clark, Nevada. The term "BCC" as used throughout this document will mean the Board of County Commissioners which is the Governing Body of Clark County. The term "CHIEF FINANCIAL OFFICER" as used throughout this document will mean the Clark County Chief Financial Officer or her designee responsible for the Purchasing and Contracts Division. The term "PROPOSER" as used throughout this document will mean the respondents to this Request for Proposal. The term "RFP" as used throughout this document will mean Request for Proposal.

2. INTENT

The County is soliciting proposals for a firm to conduct occupancy sampling of Mojave Desert Tortoise at the Boulder City Conservation Easement (BCCE).

3. SCOPE OF PROJECT

The Clark County (COUNTY) Desert Conservation Program (DCP) is seeking to hire a qualified firm to conduct occupancy sampling of Mojave Desert Tortoise at the Boulder City Conservation Easement (BCCE). The goal of this project is to document the presence/absence of desert tortoise indicators in sampling units (4 hectare plots) through detection of live adult tortoises and identification and classification of active tortoise burrows.

The occupancy sampling will be conducted at the 86,423-acre (34,974 hectare) BCCE, Attachment 1, Figure 1. The BCCE is located at the upper reaches of the Eldorado Valley and southwest of the populated area of Boulder City. The BCCE is a limited use area with a limited number of open roads and no authorized camping.

Surveys for desert tortoise shall be conducted at 80 4-hectare plot locations four times during the monitoring season, which will be between approximately March 1 and June 15, 2015. One-hundred percent coverage of each plot is required.

4. DESIGNATED CONTACTS

COUNTY'S representative will be Sherry Wimmer, Purchasing Analyst, Purchasing and Contracts, telephone number (702) 455-4476. This representative will respond to questions concerning the scope of work of this RFP. Questions regarding the selection process for this RFP may be directed to Sherry Wimmer, Purchasing Analyst, Clark County Administrative Services Department, Purchasing and Contracts Division, sherry.wimmer@clarkcountynv.gov.

5. CONTACT WITH COUNTY DURING RFP PROCESS

Communication between a PROPOSER and a member of the BCC or between a PROPOSER and a non-designated COUNTY contact regarding the selection of a proponent or award of this Contract is prohibited from the time the RFP is advertised until the item is posted on an agenda for award of the Contract. Questions pertaining to this RFP shall be addressed to the designated contact(s) specified in the RFP document. Failure of a PROPOSER, or any of its representatives, to comply with this paragraph may result in their proposal being rejected.

6. TENTATIVE DATES AND SCHEDULE

Pre-Proposal Meeting: October 2, 2014
Last Day to Ask Questions: October 8, 2014
Last Day County Will Provide Addendum: October 19, 2014
Proposal Due Date: October 24, 2014
Finalists Selection: November 2014
Finalists Oral Presentations: November 2014
Final PROPOSER Selection: November 2014
Contract Negotiations: November 2014
Award & Approval of the Final Contract(s): January 2014

7. METHOD OF EVALUATION AND AWARD

Since the service requested in this RFP is considered to be a professional service, award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.115.

The proposals may be reviewed individually by staff members through an ad hoc committee to assist the PURCHASING ADMINISTRATOR OR HER DESIGNEE. The finalists may be requested to provide COUNTY a presentation and/or an oral interview. The ad hoc staff committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. COUNTY reserves the right to award the Contract based on objective and/or subjective evaluation criteria. This Contract will be awarded on the basis of which proposal COUNTY deems best suited to fulfill the requirements of the RFP. COUNTY also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP.

The fees for the professional services will be negotiated with the PROPOSER(S) selected.

8. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed 35 pages that does not include Desert Tortoise Authorized Biologist Request forms (Exhibit A, Attachment 5). Those can be as long as they need to be to cover all the information and every person who may work on project. Other attachments may be included with no guarantee of review.

All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested. The ideal proposal will be 3-hole punched and bound with a binder clip. Binders or spiral binding is not preferred or required.

The PROPOSER shall submit one (1) clearly labeled original and 6 copies of their proposal, including one (1) CD or flash drive with an electronic copy of their proposal, preferably in .pdf format. A single .pdf document of the entire proposal is preferred. The name of the PROPOSER'S firm shall be indicated on the spine and cover of each binder (if used) and CD label.

All proposals must be submitted in a sealed envelope plainly marked with the name and address of the PROPOSER and the RFP number and title. No responsibility will attach to COUNTY or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. Proposals are time-stamped upon receipt. Proposals time-stamped after 3:00:00 p.m. based on the time clock at the Clark County Purchasing and Contracts front desk will be recorded as late, remain unopened and be formally rejected. FAXED OR ELECTRONIC SUBMITTALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

The following are detailed delivery/mailling instructions for proposals:

Hand Delivery

Clark County Government Center
Purchasing and Contracts Division
500 South Grand Central Parkway, 4th Fl
Las Vegas, Nevada 89106

U.S. Mail Delivery

Clark County Government Center
Attn: Purchasing and Contracts, 4th Fl
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217

Express Delivery

Clark County Government Center
Attn: Purchasing and Contracts, 4th Fl
500 South Grand Central Parkway
Las Vegas, Nevada 89106

Regardless of the method used for delivery, PROPOSER(S) shall be wholly responsible for the timely delivery of submitted proposals.

9. WITHDRAWAL OF PROPOSAL

PROPOSER(S) may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Analyst in writing or a proposal release form has been properly filled out and submitted to the Purchasing and Contracts Division reception desk. Proposals must be re-submitted and time-stamped in accordance with the RFP document in order to be accepted.

No proposal may be withdrawn for a period of 90 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. The PROPOSER'S offer will expire after 90 calendar days.

If a PROPOSER intended for award withdraws their proposal, that PROPOSER may be deemed non-responsible if responding to future solicitations.

10. REJECTION OF PROPOSAL

COUNTY reserves the right to reject any and all proposals received by reason of this request.

11. PROPOSAL COSTS

There shall be no obligation for COUNTY to compensate PROPOSER(S) for any costs of responding to this RFP.

12. ALTERNATE PROPOSALS

Alternate proposals are defined as those that do not meet the requirements of this RFP. Alternate proposals will not be considered.

13. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the RFP, a written addendum will be provided to all PROPOSERS in written form from the Purchasing Analyst. COUNTY is not bound by any specifications by COUNTY'S employees, unless such clarification or change is provided to PROPOSERS in written addendum form from the Purchasing Analyst.

14. PUBLIC RECORDS

COUNTY is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under that law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by COUNTY may not be disclosed until the proposal is recommended for award of a contract. PROPOSER(S) are advised that once a proposal is received by COUNTY, its contents will become a public record and nothing contained in the proposal will be deemed to be confidential except proprietary information. PROPOSER(S) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information.

If a PROPOSER feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended to the BCC for selection:

PROPOSER(S) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the PROPOSER'S legal counsel describing the documents in the envelope, representing in good faith that the information in each document meets the narrow definitions of proprietary information set forth in NRS 332.025, 332.061 and NRS Chapter 600A, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, COUNTY will open the envelope to determine whether the procedure described above has been followed.

Any information submitted pursuant to the above procedure will be used by COUNTY only for the purposes of evaluating proposals and conducting negotiations and might never be used at all.

If a lawsuit or other court action is initiated to obtain proprietary information, a PROPOSER(S) who submit the proprietary information according to the above procedure must have legal counsel intervene in the court action and defend the secrecy of the information. Failure to do so shall be deemed PROPOSER'S consent to the disclosure of the information by COUNTY, PROPOSER'S waiver of claims for wrongful disclosure by COUNTY, and PROPOSER'S covenant not to sue COUNTY for such a disclosure.

PROPOSER(S) also agrees to fully indemnify COUNTY if COUNTY is assessed any fine, judgment, court cost or attorney's fees as a result of a challenge to the designation of information as proprietary.

15. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Proposals must contain sufficient information to be evaluated and a contract written without reference to any confidential or proprietary information. PROPOSER(S) shall not include any information in their proposal that they would not want to be released to the public. Any proposal submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will be returned to the PROPOSER and will not be considered for award.

16. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.165 evidence of agreement or collusion among PROPOSER(S) and prospective PROPOSER(S) acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such PROPOSER(S) void.

Advance disclosures of any information to any particular PROPOSER(S) which gives that particular PROPOSER any advantage over any other interested PROPOSER(S), in advance of the opening of proposals, whether in response to advertising or an informal request for proposals, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all proposals received in response to that particular request for proposals.

17. CONTRACT

A sample of COUNTY'S Standard Contract is attached. Any proposed modifications to the terms and conditions of the Standard Contract are subject to review and approval by the Clark County District Attorney's Office.

18. BUSINESS LICENSE REQUIREMENTS

CLARK COUNTY BUSINESS LICENSE / REGISTRATION

Prior to award of this RFP, other than for the supply of goods being shipped directly to a Clark County facility, the successful PROPOSER will be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

- A. Clark County Business License is Required if:
- i. A business is physically located in unincorporated Clark County, Nevada.
 - ii. The work to be performed is located in unincorporated Clark County, Nevada.
- B. Register as a Limited Vendor Business Registration if:
- i. A business is physically located outside of unincorporated Clark County, Nevada.
 - ii. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your firm. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4253 or toll free at (800) 328-4813.

You may also obtain information on-line regarding Clark County Business Licenses by visiting the website at (http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx)

19. **EVALUATION CRITERIA**

Proposals should contain the following information:

A. Organizational Information

- i. Provide your organization's name, address, internet URL (if any), telephone and fax numbers, include the name, title, direct phone number and address, and E-mail address of the individual who will serve as your organization's primary contact.
- ii. Provide a brief description of your organization locally, statewide and nationally (if applicable). Include the year your firm was established. Optional: (Also include gross revenues for 2010, 2011, and 2012 and your most recent Financial Statement)
- iii. Indicate if your firm has an office in Clark County and the year it was established, if any.
- iv. Indicate if your firm is a minority-owned business, women-owned business, physically challenged business, small business, or a Nevada business enterprise as defined in Exhibit C of the attached contract.
- v. If the project is to be accomplished through an affiliation or joint venture of several firms, the names and address of those firms, shall be furnished for each.
- vi. Complete and submit the attached Disclosure of Ownership/Principals form with its proposal.
- vii. PROPOSER must provide a statement that firm will comply with insurance requirements in Exhibit D of Sample Contract (attached). (Insurance is required if services are to be provide on-site)
- viii. Provide COUNTY with the key elements and unique feature of your proposal by briefly describing how the PROPOSER will accomplish the project.
- ix. Provide a statement as to local resources (employees residing in Clark County) that would be utilized and the degree of the PROPOSER'S knowledge and familiarity with the local community's needs and goals.
- x. List any other factor known to PROPOSER that could materially impair the ability of PROPOSER to carry out its duties and obligations under this Contract or that could materially affect COUNTY'S decision.

B. Authorized Biologist Experience and Qualifications:

PROPOSERS should be evaluated on the likelihood for the Proposed Authorized Biologist to be permitted by the USFWS and Nevada Division of Wildlife for this project based on listed experience for projects that include activities within the last three years.

The Proposed Authorized Biologist has provided verifiable references for permits received in their name as the Authorized Biologist by the USFWS and a state wildlife agency to locate and handle wild desert tortoises, and be the person responsible for project activities including actions of desert tortoise monitors.

PROPOSER has included a completed Authorized biologist request form (Exhibit A, Attachment 5) for each individual that will be working on the project and it will contain the following information:

- number of hours the PROPOSER has accrued surveying for wild desert tortoises including those as a permitted Authorized Biologist,

- number of wild tortoises the Proposed Authorized Biologist has located above ground or in the mouth of burrows, during field surveys,
 - number of wild tortoises the Proposed Authorized Biologist has handled including tagging and measuring, during field surveys, and
 - number of desert tortoise monitors the Proposed Authorized Biologist was responsible for during each survey listed.
- These documents will not count toward the 35 page total of the document.

PROPOSER has stated the level of experience the Proposed Authorized Biologist has in conducting and directing field work in remote areas in uneven, difficult terrain, including navigating with paper maps and Trimble GPS units. Also, experience collecting field data on paper data sheets and Trimble GPS units, including differentially correcting and uploading GPS data, QA/QC procedures, and implementing a specialized monitoring protocol.

C. Desert Tortoise Occupancy Assistants Experience and Qualifications:

PROPOSERS should be evaluated based on the experience as Desert Tortoise Monitors or comparable capacity for projects within the last three years.

PROPOSER's staff has demonstrated qualifications and experience as an effective Desert Tortoise Monitor and ability to successfully implement the protocol under the direction of the Authorized Biologist.

PROPOSER has included:

- number of hours the Proposed Desert Tortoise Occupancy Assistant have accrued surveying for wild desert tortoises,
- number of wild tortoises the Proposed Occupancy Assistants have located above ground or in the mouth of burrows, during field surveys, and
- number of wild tortoises the Proposed Occupancy Assistants have handled including tagging and measuring during field surveys.

PROPOSER's staff has stated the level of experience the Proposed Desert Tortoise Occupancy Assistant has in conducting field work in remote areas in uneven difficult terrain, including navigating with paper maps and Trimble GPS units. Also, has experience collecting field data on paper data sheets and Trimble GPS units, including differentially correcting and uploading GPS data, QA/QC procedures, and implementing a specialized monitoring protocol.

D. Data Manager Experience and Qualifications for and Conceptual Treatment of Data Management:

PROPOSERS should be evaluated based on qualifications and experience with similar projects including professional training, degrees, and experience in disciplines that include managing spatial and aspatial data sets, experience with GPS Pathfinder Office, Trimble dataloggers, including organizing .sff, .cor, and .mdb files and FTP sites.

Clearly defined how data collected will be managed and organized including data QA/QC, uploading paper and spatial data, photos, organization. Stated available staffing levels and experience with trouble shooting in the field with GPS units, satellite almanac planning.

E. Conceptual Treatment of Project/ Scope of Work

The proposal should demonstrate a thorough understanding of the project and of the requirements to complete the project. Provide a detailed approach to how the PROPOSER will provide the necessary services, identify staffing contingencies and demonstrate why the proposer is best suited for the project. Description should include staff duties for Project Manager, Authorized Biologist, Desert Tortoise Occupancy Assistants, Data Manager, number of field crews, number of vehicles, number of field days, contingency plan, description of training plan for Desert Tortoise Occupancy Assistants, availability of staff for the project, schedule for permit applications with USFWS and NDOW.

F. Project Fee –

The proposal is likely to be the best approach, given the needs and constraints of the COUNTY. Proposals will be evaluated on the extent to which the project methods are suitable and sound for meeting the project objectives and yielding required results, the extent to which the proposal provides an adequate explanation of methodology, including number of field days, how data will be managed, staffing levels and experience, and the extent to which the proposed work is technically feasible within the budgetary constraints.

NAME OF FIRM:	
EVALUATION CRITERIA (DEVELOP CRITERIA AND DEFINITIONS UNIQUE TO YOUR PROJECT)	POINTS POSSIBLE
1. Authorized Biologist Experience And Qualifications	0-20
2. Desert Tortoise Occupancy Assistants Experience And Qualifications	0-10
3. Data Manager Experience And Qualifications And Conceptual Treatment Of Data Management	0-20
4. Conceptual Treatment Of Project/ Scope Of Work	0-20
5. Project Fee	0-20
6. Compliant With RFP Requirements (Purchasing Will Review)	0 or 5
7. Local Familiarity/ Other (Purchasing Will Review)	0 or 5
Total (Out of 100 POINTS)	

G. Compliance with the COUNTY'S Standard Contract

Indicate any exceptions that your firm would have to take in order to accept the attached Standard Contract. PROPOSER(S) are advised that any exception that is determined to be material may be grounds for elimination in the selection process.

H. Other

Other factors the PROPOSER determines appropriate which would indicate to COUNTY that the PROPOSER has the necessary capability, competence, and performance record to accomplish the project in a timely and cost-effective manner.

EXHIBIT A

SCOPE OF WORK DESERT TORTOISE OCCUPANCY SAMPLING

I. **Introduction**

The Clark County (COUNTY) Desert Conservation Program (DCP) is seeking to hire a qualified firm to conduct occupancy sampling of Mojave desert tortoise at the Boulder City Conservation Easement (BCCE). The goal of this project is to document the presence/absence of desert tortoise indicators in sampling units (4 hectare plots) through detection of live adult tortoises and identification and classification of active tortoise burrows.

II. **Project Overview**

The occupancy sampling will be conducted at the 86,423-acre (34,974 hectare) BCCE, Attachment 1, Figure 1. The BCCE is located at the upper reaches of the Eldorado Valley and southwest of the populated area of Boulder City. The BCCE is a limited use area with a limited number of open roads and no authorized camping.

Surveys for desert tortoise shall be conducted at 80 4-hectare plot locations four times during the monitoring season, which will be between approximately March 1 and June 15, 2015. One-hundred percent coverage of each plot is required.

III. **Required Permits and Authorizations**

A. U.S. Fish and Wildlife Service (USFWS)

COUNTY, under the auspices of the Clark County Multiple Species Habitat Conservation Plan and associated Section 10(a)(1)(B) incidental take permit, shall acquire the necessary authorization letter from the USFWS for the implementation of this project.

Selected CONSULTANT must obtain written approval by USFWS to serve as Authorized Desert Tortoise Biologists and Desert Tortoise Occupancy Assistants if selected by COUNTY for this project (see full staff requirements under Section IV below).

B. Nevada Department of Wildlife (NDOW)

A Scientific Collection Permit must be obtained by selected CONSULTANT from NDOW. Documentation of USFWS approved staff, including backup personnel, must be provided to NDOW before the scientific collection permit application will be issued.

IV. **Staffing and Equipment**

A. Staffing

At least two field crews are required for implementation of this project. Field crews shall consist of at least two personnel each for a minimum number of four personnel total. Personnel shall include at least one Authorized Biologist and at least one Desert Tortoise Occupancy Assistant per field crew. Attachment 2, Desert Tortoise Occupancy Authorized Biologist and Assistants for Clark County, Nevada Responsibilities and Qualifications, describes the two field crew positions.

The Authorized Biologist is required to be on site at all times during monitoring activities and is responsible for all actions of the field personnel while on the BCCE and shall remain in contact with field personnel. For data collection consistency and permitting requirements, it is imperative that the field crews remain constant throughout the duration of the monitoring season. Trained backup field crew members are acceptable if pre-approved by COUNTY.

Staff is required to organize and maintain data for the project daily per Attachment 3, Data Management Plan.

B. Equipment

CONSULTANT must supply all required equipment and supplies necessary for the performance of the project. COUNTY supplied equipment is limited as noted below. CONSULTANT required equipment and supplies include but not limited to the following:

- 1) Trimble GeoExplorer Series GeoXT handheld GPS unit for field crews, and additional car charger(s) as needed. CONSULTANT must be able to successfully load data dictionaries to each GPS unit. (COUNTY to provide data dictionaries).
- 2) Paper data sheets (electronic version supplied by COUNTY).
- 3) Field kit containing:
 - Digital camera (5 megapixel or greater, clock time synchronized daily with GPS unit time, date and time stamp on photos)
 - Additional batteries for camera, handheld radios and other electronic devices
 - Identification (ID) tags, (COUNTY to provide numbering sequence)
 - Metal calipers (1 millimeter [mm] to 500 mm)
 - Hand mirrors
 - Mobile phones or handheld radios (so that all field crew personnel are able to communicate with each other)
 - Thermometer ($\pm 1^{\circ}\text{C}$),
 - Hand held wind meter (+/- larger of 3 percent of reading or last significant digit)
 - Clipboards
 - Pens
 - Flagging
 - Epoxy
 - Disposable gloves
 - Bleach or other USFWS-approved disinfectant
 - Cotton tipped swabs
 - Toothpicks
 - Shallow container to hydrate tortoise
 - Water to hydrate tortoises

V. **Sampling Method and Data Verification**

A. Sampling Method

The sampling unit corners were marked during a previous effort for easy identification during the field season. Each survey crew will use a GPS unit with an accuracy of one meter or less, which will enable easy location of the sampling unit. Each sampling unit is 4 hectares (approximately 10 acres) and is estimated to take between forty-five minutes to two hours to survey. Temperature, wind speed, and cloud cover measurements will be taken at the beginning and end of sampling each unit. The sampling procedures include:

- Surveys shall be conducted when ambient air temperatures are between 18 degrees Centigrade ($^{\circ}\text{C}$) and 35°C (approximately 64 degrees Fahrenheit [$^{\circ}\text{F}$] to 95°F). Generally start times shall be 7:30 am but may be adjusted based on ambient air temperature and approval from COUNTY. The start and end time for each plot will be recorded. No survey may begin after ambient air temperatures reach 35°C .
- One field crew, consisting of two or three surveyors, will walk 10-meter belt transects, back and forth across the unit, beginning at the nearest corner of the sample unit. While walking transects, the first surveyor is responsible for tracking their movements within the unit to ensure they remain within the boundaries of the given transect. During the survey, surveyors are expected to deviate from the belt

transect to more effectively inspect all bushes, shrubs, suspected burrows, etc., to achieve 100 percent coverage of the sample unit. Surveyors can confer to determine occupancy and record data as appropriate, then surveyors should resume the belt transect. Belt transects in each round will follow the same cardinal direction. Subsequent plot surveys shall be oriented in a different cardinal direction from the previous round of surveys.

- Surveyors will travel between sampling units (spread 10 meters apart) on the most direct route possible. All tortoises, active burrows, and carcasses located while moving between sampling units will be also assessed and spatially recorded, but shall be noted as incidental observations. Surveyors shall track their movements using the “breadcrumb” option on the GPS unit both inside the plot and between plots.
- Sample units will be surveyed four times during the season. The sampling start date will occur between approximately March 1 and March 31, 2015 and will be determined in conjunction with COUNTY based on current climatic conditions. Each sample unit will be sampled in a different daily order over the course of the field season as directed by the COUNTY. Two to four sample units will be assigned to each team daily. Additional plots may be completed within a day if time and environmental conditions allow. Surveyors shall not exceed a 10-hour work day and shall not work more than 7 days in a row. It is estimated that the field season will be approximately 53 days long. Official start date will be determined between the COUNTY and the CONSULTANT based on crew size, sampling plan, and weather.

Although the plots do not need to be sampled in a specific order, each of the 80 plots must be surveyed first (in the order of rotation), a minimum of one time, during the monitoring season. All 80 plots must be surveyed and completed, before the next round of surveys begins.

Live Adult Tortoises

All desert tortoises shall be handled in accordance with the most recent version of the Desert Tortoise Field Manual (USFWS, 2009a). Due to the translocation project planned to occur within the BCCE in 2015, the occupancy monitoring protocol has been revised to include the extraction of tortoises from burrows to help identify translocated tortoises from resident tortoises. Additionally, when feasible, juvenile tortoises will be tagged. All live tortoises will be recorded when observed in each sample unit. Each observed tortoise will be measured, sexed, and tagged. A general health assessment will be conducted. Surveyors will also record data on live tortoises encountered while traveling between sample units as incidental observations.

1) *Important Comments on Handling and Maintaining Sterile Conditions*

Tortoises shall be treated in a manner to ensure they do not overheat or exhibit signs of overheating, which include aggressive struggling by the tortoise, hot to the touch, frothing at the mouth, or excessive salivation. Tortoises shall not be placed in a situation where they cannot maintain surface and core temperatures necessary to their well-being.

Non-porous disposable gloves must be worn when touching a tortoise. This type of glove must be kept on during the entire time a single tortoise is handled. Even if the tortoise is not processed and only moved, gloves should be worn. Replace the glove if it is torn while handling the tortoise, which is likely when its toenails scrape the glove. Once used, disposable materials must be disposed of promptly in a manner so as not to come into contact with sterilized materials, fresh gloves, equipment, or any other item that might come into contact with a tortoise. All equipment that comes into contact with any part of a tortoise or any instrument or item that has been in contact with a tortoise must be sterilized. Disinfecting solutions shall be either 0.175 percent sodium hypochlorite (bleach) (Wendland et al., 2009) or Nolvasan (prepared according to the manufacturer's instructions). If using a bleach solution, the equipment and work surface shall be saturated with the solution and allowed to air dry. If using a Nolvasan solution, the equipment and work surface shall be submersed in the solution (bath) for a

minimum of 10 minutes before being used on another animal. Equipment baths shall be changed regularly according to the label instructions (USFWS, 2009a).

2) *Extracting Desert Tortoises from Burrows*

Prior to attempting extrication of a desert tortoise from a burrow, the observer shall examine the burrow for other occupants (e.g., snakes, spiders, scorpions, wasps, Gila monsters, etc.). To extract a desert tortoise that is not within arm's reach, the observer shall firmly pound the soil at the side of the "apron" or soil mound at the entrance of the burrow 5 to 6 times with an open hand, then listen for desert tortoise movement; wait 30 seconds and repeat several times if needed. Avoid disturbing or pounding the center of the apron or entrance of the burrow where desert tortoises typically dig nests and lay their eggs. If the desert tortoise is visible deep in its burrow, the observer can gently tap the carapace 3 to 4 times with a stick (Medica et al. 1986). The observer should then remove the stick and move away from the burrow entrance. If tapping is successful, the desert tortoise will emerge, usually to the burrow entrance. If desert tortoise movements are not heard within a few minutes, discontinue tapping.

If the desert tortoise is within arm's reach, firmly grasp the gular, plastron, or posterior edge of the carapace and gently pull the tortoise towards the burrow entrance. If the desert tortoise resists to the point where moderate pulling effort is unsuccessful, stop pulling while maintaining a grip on the tortoise; resume when the tortoise relaxes. If after three attempts, the observer is unsuccessful in extracting the tortoise, the observer shall release the tortoise and must note on the data sheet that the tortoise could not be extracted.

3) *Measuring and Sexing*

Measure the tortoise using the midline carapace length (MCL) from the nuchal to pygal scutes using calipers, which provide the most accurate measurement. Measurements will be taken to the nearest mm.

The sex of tortoises less than 180 mm MCL cannot be accurately determined based on external characteristics. For larger tortoises, generally the following male characteristics differentiate them from females: (a) concave plastron; (b) longer, more curved gulars; (c) larger, well-developed chin glands; (d) longer, broader, more conical tail; and (e) shorter, thicker toenails. Pay particular attention to the gular projection and the shape of the plastron which are the two best features for differentiating the sexes. For very large tortoises, feel the concave (male) or flattened (female) plastron or see it by holding the tortoise at eye level without turning the tortoise on its back. When in doubt, record all other information and mark "sex unknown" on the data sheet (USFWS, 2009a).

4) *Tagging*

Identification tags unique to the DCP will be affixed to a scute of each unmarked tortoise. Tag number will be recorded. Select the 4th right or left costal scute to increase the likelihood of reading the tag when tortoises are in a burrow (USFWS, 2009a). Use a clean, disinfected toothbrush to remove dirt from the scute where the tortoise will be marked. Quick drying epoxy shall be used to affix tags to tortoises. Epoxy will be mixed on a file card or piece of paper, then transferred to the tag on the shell with something such as a toothpick, wooden coffee stirrer, or tongue depressor (USFWS, 2009c). Under no circumstances should epoxy touch the margins of the scutes where growth must occur. Extra precaution should be taken while placing epoxy and tags on juvenile tortoises. If the tag cannot be placed so that epoxy will not touch the margins of the scute then no tag should be placed on the individual. Tag number shall be recorded on the GPS unit and paper data sheet.

5) *Rehydrating Tortoises*

Desert tortoises may void their bladder: 1) when first encountered, picked up, or carried; 2) the longer you handle them; and (3) during drought conditions, which is also when water availability is at its lowest. Since desert tortoises store water in their bladders, any loss of this fluid may result in death (Averill-Murray 2002). Observers shall discourage bladder voiding by gently and slowly moving desert tortoises. If a tortoise does void, the observer shall record on the data sheet the quantity, color, and viscosity of the urine.

Should a tortoise void its bladder during its extraction from a burrow release the tortoise and discontinue any attempts to remove it from the burrow. Should a tortoise void during processing, finish the procedure then attempt non-invasive rehydration techniques. A bottle of water should be kept separate for this purpose and should not be used for anything else such as drinking. A needleless syringe should be used to draw the water and drip it onto the tortoise's nose without touching the tortoise with the syringe. If the tortoise is touched then the syringe should be discarded and a new syringe should be used for the next tortoise.

Tortoise Burrows

Data shall be collected about active tortoise burrows greater than 150mm in width. Active tortoise burrows within the sample unit will be mapped and surveyors will record data. Active tortoise burrows encountered while traveling between sample units shall also be mapped and observers shall record data, but these burrows shall be noted as incidental observations.

Attachment 4, Burrow Classification Description, includes a decision process to follow in first identifying burrows and dens as tortoise burrows, and second, classifying tortoise burrows as active or non-active. At best, burrows match the half-circle or half-moon profile of the tortoise shell but tortoises also use canid or mustelid excavations and may be found in burrows of other animals, particularly kit foxes (USFWS, 2009a). Active tortoise burrows are defined as burrows occupied by a tortoise or with recent tortoise activity (e.g., scat, tracks). Potential burrows and caliche dens will be inspected using a hand mirror (or high-powered flashlight on overcast days) to assess presence of tortoises. Presence of a tortoise in a burrow will be considered as occupancy by a live tortoise and an active tortoise burrow.

A tortoise burrow will be defined as inactive if it cannot be classified as active following the decision tree in Attachment 4. Signs that may individually or collectively with others render a tortoise burrow inactive include collapse, deterioration, erosion, siltation, and accumulation of litter, organic debris, or vegetation growth in and around the burrow opening. During brumation, tortoises may backfill the burrow giving the appearance of the terminus. Spider webs, litter, and other debris may accumulate in burrow openings overnight, and openings may collapse during winter rains. Only the presence of fresh, dark brown scat that is readily visible at the burrow opening will be considered one sign of recent tortoise activity that classifies the burrow as active.

Tortoise Carcasses

Although a tortoise carcass will not count towards occupancy, carcasses will be recorded and photographed when observed by surveyors in sample units or when encountered while traveling between sample units. The data taken on carcasses will include carcass condition, midline carapace length, and sex. Tag number will be recorded if present on the carcass.

Reptile Identification

CONSULTANT shall identify and record all occurrences of reptiles of interest on the BCCE. A specific list will be provided upon award. CONSULTANT will record location data, species, observer, photograph if possible, and plot number or inc. (if it's an incidental occurrence).

B. Data Verification

The CONSULTANT shall identify a dedicated data manager, separate from the field survey crews. Guidelines for data management are provided in Attachment 3, Data Management Plan. These guidelines address the following topics:

- Roles and responsibilities of the individuals involved in data collection and management.
- Guidelines for efficient and accurate data collection, including the design of the data dictionary and data sheets, standard procedures for the collection of data and the use of instrumentation, and training to insure accurate data collection and processing.
- Procedures for data verification (verifying that all the data was collected) and validation (assessing that the quality of the data entered meets minimum standards).
- Guidelines for data management, including entering and downloading data from the field, updating files, version control, and data storage and archiving.
- Approaches to data review and adaptive data collection and management.

Surveyors shall conduct daily verification of completeness of the data in the field. In addition, for each field day, all paper data sheets shall be scanned to Adobe Acrobat (pdf) format. GPS data shall be downloaded from the GPS unit, differentially corrected and completeness verified at the conclusion of each field day. All data should be consistent across all records. Specifics on appropriate data and formatting for each field will be supplied upon award. All images shall be downloaded at the conclusion of each field day. All data (GPS data (.sff, .cor and .mdb files), images, and scanned paper data sheets) shall be uploaded nightly to a CONSULTANT-provided file transfer protocol (FTP) site that is available to the COUNTY. For a full description of the data verification process refer to Attachment 3, Data Management Plan.

C. Required Training

COUNTY shall provide a two-day mandatory training on the project-specific occupancy sampling and data management protocols prior to the initiation of data collection. All proposed project personnel, including all backup personnel, must attend. As part of this training, CONSULTANT's Authorized Biologist shall provide desert tortoise handling training to the Desert Tortoise Occupancy Assistants. The Authorized Biologist will develop and present training materials for this portion, which shall be submitted to COUNTY for review prior to training. COUNTY will provide copies of all applicable training materials at the training, including the pre-approved materials developed by the Authorized Biologist for the desert tortoise handling training.

COUNTY training will include:

- Background on occupancy sampling
- Monitoring objectives
- Roles and responsibilities of the field survey crew members
- Introduction to the study area
- Description of safety and access issues for the study area
- Description of the sampling design
- Description and demonstration of the standardized procedures and instrumentation that will be used to collect the data
- Description of burrow classification and data collection
- Description of data verification and validation and the field survey crew roles in each
- Practical evaluation of the survey crew members completing survey plots, data verification, and uploading of differentially corrected files, photographs, and data sheets to FTP site
- Feedback and suggestions to the field collection and data verification or upload protocols

Authorized Biologist training will include:

- Overview of basic tortoise handling techniques
- Tag placement
- Gender identification
- MCL measurement
- Sterilization precautions
- Hydration procedures

VI. **Description of Deliverables and Milestones**

This section summarizes specific deliverables from previous sections and includes additional reporting or meeting requirements. Note that deliverable and milestone numbers, specific due dates for completion of deliverables and milestones and fees associated with each deliverable and milestone would be finalized during subsequent contract negotiations with selected CONSULTANT.

- A. Contract Award and Mobilization. COUNTY will issue notice of award in writing, and CONSULTANT may begin work.
- B. Project Kick-off Meeting. This meeting will be conducted after contract award. CONSULTANT's Project Manager shall attend.
- C. Provide Training Materials to County. The CONSULTANT's authorized biologist will develop and present training materials as outlined in Section VI, which shall be submitted to COUNTY for review prior to training.
- D. Training. COUNTY will provide a two-day mandatory training class on the project specific occupancy sampling and data management protocols prior to the initiation of data collection. All proposed project personnel, including all backup personnel, must attend.
- E. Work Plan. This plan will identify specific actions (i.e., survey dates, data QA/QC) needed to implement the Desert Tortoise Occupancy Sampling Protocol and complete project milestones and deliverables given the proposed Milestone/Deliverable/Invoicing Schedule Table.
- F. Permits. CONSULTANT shall submit copies of the USFWS and NDOW permits to COUNTY.
- G. Start Desert Tortoise Occupancy Sampling. CONSULTANT shall initiate Desert Tortoise Occupancy Sampling
- H. Digital Data Deliverables. Digital data deliverables shall include: the raw (.sff), differentially corrected (.cor), and verified (.mdb) files for each field crew; data sheets scanned to .pdf format at no less than 300 dots per inch resolution; and photographs. Each field day's files shall be organized per crew for each field day and uploaded to a file transfer protocol (FTP) site that is available to the COUNTY. Each day's GPS data shall be downloaded, differentially corrected, and exported to .mdb format by CONSULTANT at the conclusion of each week. If needed daily deliverables will be required at the COUNTY'S discretion.
- I. Completion of Survey Plots. CONSULTANT shall complete survey plots in accordance with the schedule to be determined in the Milestone/Deliverable/Invoicing Schedule Table.
- J. End Desert Tortoise Occupancy Sampling. CONSULTANT shall complete Desert Tortoise Occupancy Sampling.
- K. Annual Project Review Presentation. If requested, CONSULTANT shall prepare and present an Annual Project Review Presentation to representatives of the MSHCP's Adaptive Management Program in each year of the contract term, if requested. Dates and locations to be determined by COUNTY. The format for the annual project review presentation is a 20-minute oral presentation that contains the following information:
 - 1. Title of project,
 - 2. A brief summary of the project's progress and findings,
 - 3. A cumulative summary of the progress on your project to date, which you may craft using the materials you have already submitted to the Desert Conservation Program in your previous quarterly reports, and
 - 4. A brief summary of the work plan for the remainder of the project, discussing any changes in approach that have been adopted to address issues or barriers to progress.

Copies of all presentations materials will be provided to the COUNTY prior to the start of the presentation.

- L. Debriefing Meeting. A debriefing meeting at the conclusion of the field work shall be held and will include COUNTY, all field crew members, and any other applicable personnel to discuss field season events including successes and challenges.
- M. Final Data Deliverable. CONSULTANT shall mail or hand deliver a DVD or flash drive containing all data, photos, and original paper data sheets, including a master geodatabase with metadata.
- N. Final Project Report. This report shall be submitted at the completion of the project in the format provided on the following website: <http://www.clarkcountynv.gov/depts/DCP/pages/ProjectHandbook.aspx>. The Report shall include the challenges and successes of the project.
- O. Final Project Review Summary Form and Project Claim Release. This form shall be submitted at the completion of the project in the format provided on the following website: <http://www.clarkcountynv.gov/depts/DCP/pages/ProjectHandbook.aspx>, document title "DCP Final Project Review Summary Format".

VII. **Document Submittal**

All deliverables will be submitted via email to: dcp@clarkcountynv.gov unless otherwise specified in Section VI. **Description of Deliverables and Milestones.**

Deliverables submitted electronically may not exceed 30MB file size.

If submitting a document in a format other than Microsoft Word, Microsoft Excel, Microsoft PowerPoint, or Adobe Acrobat, CONSULTANT will need to contact COUNTY Project Manager to determine if the software is acceptable and if the document can be submitted via email.

All deliverables will need to be accompanied by a Deliverable Transmittal Form (DTF). CONSULTANT will be responsible for completing the 'Contractor/Agency section' of the DTF. The form may be found at: <http://www.clarkcountynv.gov/depts/dcp/pages/ProjectHandbook.aspx> document title "DCP Deliverable Transmittal Form".

If CONSULTANT is unable to submit deliverables via email, and COUNTY Project Manager has agreed, then deliverables may be submitted via U.S. mail or commercial courier or parcel service. Only one deliverable should be submitted per disk and CONSULTANT should ensure that each disk is labeled with the project title and project number listed in this Scope of Work.

Deliverables submitted via U.S. mail or commercial courier or parcel service should be mailed to the following address:

Deliverable Monitor, Desert Conservation Program
 Clark County Department of Comprehensive Planning
 Clark County Government Center
 500 So. Grand Central Parkway / 1st Floor
 Las Vegas, NV 89106

VIII. **Invoicing Schedule and Requirements**

CONSULTANT will invoice COUNTY *only* upon submission and acceptance of deliverables and completion of milestones.

It is the responsibility of CONSULTANT to ensure all deliverables for the invoice period have been delivered and accepted and all milestones have been completed **before submitting an invoice**. CONSULTANT will be asked to cite the deliverable and/or milestone number being invoiced.

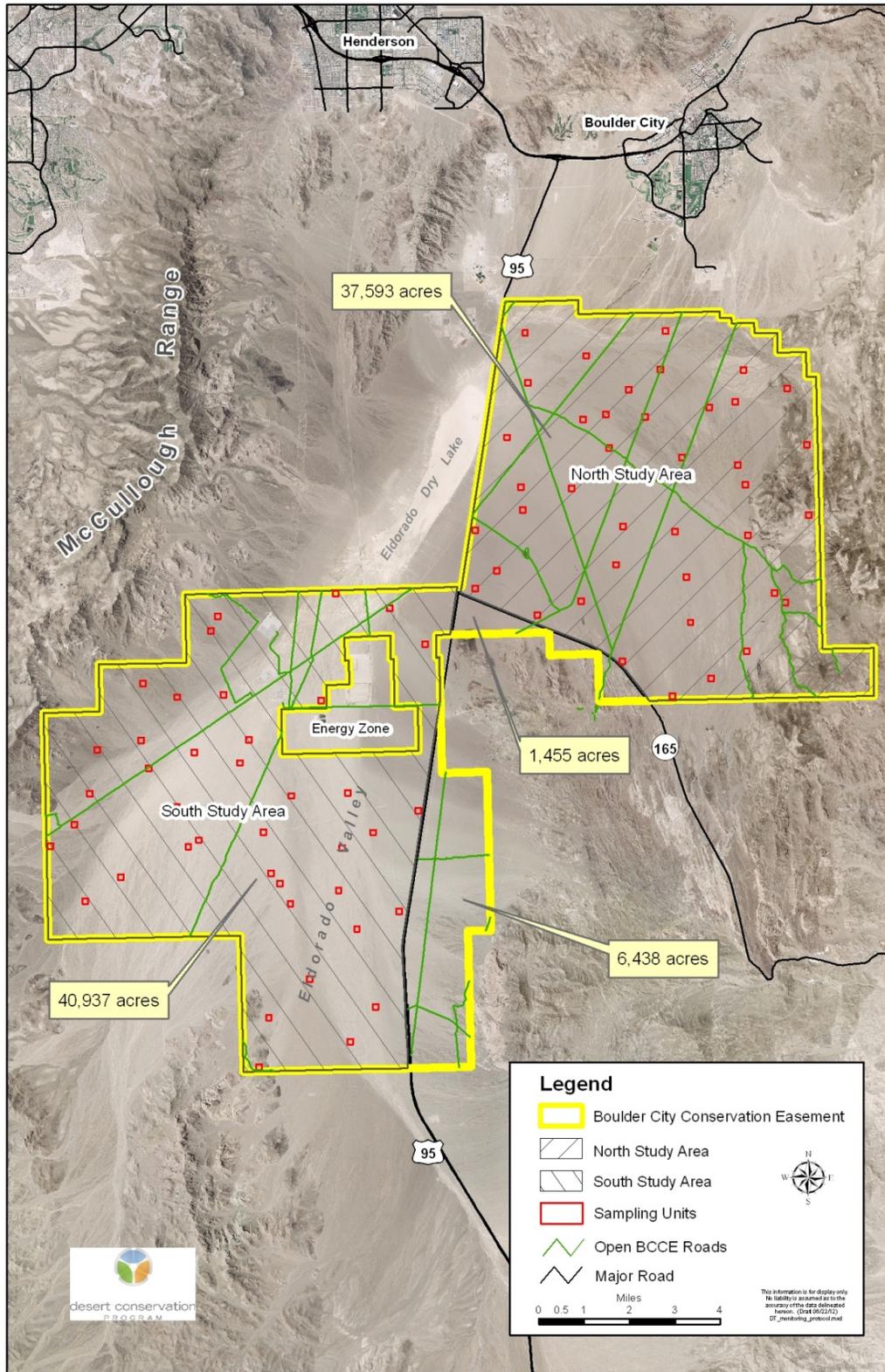
COUNTY, at its discretion, may not approve or issue payment on invoices if CONSULTANT fails to provide the following information required on each invoice:

- a. The Title of the Project as stated in this Scope of Work, Project Number, Deliverable and/or Milestone Number being invoiced, Purchase Order Number, the Invoice Date, the Invoice Period, the Invoice Number, and the Payment Address.
- b. A "BUDGET SUMMARY COMPARISON" form, which outlines the total amount CONSULTANT was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance will need to accompany all invoices. The Budget Summary Comparison form may be found at: <http://www.clarkcountynv.gov/depts/dcp/pages/ProjectHandbook.aspx>

Invoices will be submitted via email to dcp@clarkcountynv.gov, or by United States mail or commercial courier/parcel service addressed as follows:

Sr. Financial Office Specialist, Desert Conservation Program
Clark County Department of Comprehensive Planning
Clark County Government Center
500 So. Grand Central Parkway / 1st Floor
Las Vegas, NV 89106

**EXHIBIT A
ATTACHMENT 1
FIGURE 1.
DESERT TORTOISE SAMPLING UNITS AT THE BOULDER CITY CONSERVATION EASEMENT**



**EXHIBIT A
ATTACHMENT 2
DESERT TORTOISE OCCUPANCY AUTHORIZED BIOLOGIST AND ASSISTANTS FOR
CLARK COUNTY, NEVADA, RESPONSIBILITIES AND QUALIFICATIONS**

AUTHORIZED BIOLOGIST – Authorized Biologists are responsible for being aware of the latest information on U.S. Fish and Wildlife Service (USFWS) handling protocols and guidelines for the desert tortoise. Please visit the USFWS website <http://1.usa.gov/SkfUnl> for more information.

The Authorized Biologist for the Clark County, Nevada Desert Tortoise Occupancy Sampling Project (Project) is responsible for approving and supervising Desert Tortoise Occupancy Assistants (DTOAs). The Authorized Biologist will serve as a mentor to train DTOAs and should approve DTOAs to conduct the activities described in the Project's protocol. "Supervision" for this Project includes verbal contact (phone/radio) with all field crews as well as start and end of day briefings with all DTOAs assigned that day. The Authorized Biologist is responsible for the outcome of all desert tortoise related activities for which the Project is approved, including errors committed by DTOAs. This process is Project-specific.

The Authorized Biologist must have thorough and current knowledge of desert tortoise behavior, natural history, ecology, and physiology and demonstrate substantial field experience and training to safely and successfully conduct their required duties. The Authorized Biologist is approved to monitor this Project's activities and is responsible for training DTOAs to handle desert tortoises, and locate desert tortoises and their sign as described in the protocol specific to this Project. The Authorized Biologist must ensure proper implementation of protective measures, and make certain that the effects of the Project on the desert tortoise and its habitat are minimized in accordance with the Desert Tortoise Field Manual located on the following website: <http://1.usa.gov/SkfUnl> and incidental take permit for Clark County, NV. All incidents of non-compliance in accordance with the Project's permit must be recorded and reported to USFWS and the County.

In order to be authorized, the Authorized Biologist applicant must have the knowledge and experience to conduct all of the following, as needed:

- Locate, identify, and report the forms of desert tortoise sign in accordance with the Project's protocol
- Handle and temporarily hold desert tortoises
- Affix identifying tags to scutes of untagged desert tortoises
- Measure midline carapace length (MCL) of desert tortoises
- Approve individual DTOAs and their activities based upon the qualifications of the DTOAs
- Supervise DTOAs in the Project's protocols and train DTOAs in all aspects of protecting desert tortoises during implementation of this Project
- Be familiar with the Project's permit and have a copy onsite while in the field, and be familiar with the Desert Tortoise Field Manual
- Ensure proper implementation of protective measures
- Record and report incidents of noncompliance in accordance with the Project's permit
- Halt Project activities per provisions of the Project's permit

DESERT TORTOISE OCCUPANCY ASSISTANT – DTOAs will be approved and trained by the Authorized Biologist for the Project.

Each DTOA will be approved by the Authorized Biologist to implement this specific Project's protocols, ensure proper implementation of protective measures, and record and report desert tortoise and sign observations in accordance with the Project's protocol. They will report incidents of noncompliance by monitoring crew members in accordance with the permit for the Project. DTOAs will be responsible for the following activities:

- Locate, identify, and report the forms of desert tortoise sign in accordance with the Project's protocol

- Handle and temporarily hold desert tortoises
- Affix identifying tags to scutes of untagged desert tortoises
- Measure MCL of desert tortoises
- Ensure proper implementation of protective measures
- Be familiar with the Project's permit (copy in hand) and the Desert Tortoise Field Manual
- Recognize, record, and report incidents of non-compliance in accordance with the Project's permit to the Authorized Biologist

**EXHIBIT A
ATTACHMENT 3**

DATA MANAGEMENT PLAN

I. Roles and Responsibilities

There will be two distinct groups of individuals involved in data collection and data management for the project: the Project Management Team and the Field Data Collection Team. It will be important that each member of both teams understand their roles and specific responsibilities in ensuring data quality.

A. Project Management Team

The Project Management Team is within the DCP and includes those individuals involved in designing, directing, and reporting on the project. This team will:

- Communicate the importance of quality data to the field survey/data collection crews.
- Work with science advisor to refine the monitoring protocol.
- Ensure compliance of field survey crews with monitoring protocols and data verification.
- Perform data validation.
- Work with field survey crews to identify sources of errors.
- Lead efforts to reduce sources of errors.
- Provide quality data for analysis.
- Ensure proper transfer of interim data and archival of final data.

B. Field Data Collection Team

The Field Data Collection Team includes the contracted individuals (authorized biologists and occupancy assistants) who will be collecting the data and providing it to the Project Management Team. This team will:

- Participate in the initial and ongoing training for the project.
- Follow the established protocols for data collection, entry and verification.
- Download and verify the data collected each day.
- Provide each day's data to the Project Management Team.
- Work with the Project Management Team members to identify sources of errors and assist in developing solutions to reduce sources of error.

II. Data Collection

A. Data Dictionary and Field Data Sheets

Data templates for electronic data collection and field data sheets have been developed to record information on the survey plots, live tortoises, tortoise carcasses, and active burrows. The observation and location information on each data sheet is presented in the same format. The order of data entry parallels the logical approach to collecting data in the field, from observation at a distance to data collected up close for a tortoise or a burrow. Definitions of all terms are provided in a metrics table for each data sheet. This information will be provided in the field survey crew training materials. A data dictionary that defines the database fields and domains used for field data collection and storage has also been developed. The data dictionary will be loaded onto the global positioning system (GPS) units and used for data collection.

The field data sheets that will be used for the pilot study include:

- Start of plot description data sheet
- End of plot description data sheet
- Live tortoise data sheet
- Burrow observation data sheet
- Carcass data sheet

- End of day data sheet

B. Spatial Data

Spatial data and attribute data will be recorded both on paper field data sheets and on a Trimble® XT model GPS receiver with data logging capabilities. This GPS receiver has an accuracy of plus or minus 1 meter in the field and plus or minus 50 centimeters post processing (differential correction in the lab). Data will be recorded in Universal Transverse Mercator (UTM) Zone 11, NAD83 projection and datum. The spatial coordinates recorded in the field will be entered on each paper field data sheet at the time of data collection. Digitally stored spatial coordinates will be differentially corrected by field survey crews at the end of each field day.

C. Photographic Data

Photographs will be taken of each active burrow and carcass encountered within plots or as incidental data while moving between plots. The purpose of the photographs is to provide documentation of the characteristics used to classify a burrow as active. Carcass photographs will be used to supplement a separate, ongoing study on predation in the BCCE.

Photographs will be taken using a digital camera that has a minimum of five megapixel capacity. Each field survey crew's camera clock will be synchronized each morning with the date and time of the crew's GPS receiver.

Photographs will be taken to (1) maximize the assessment of burrow characteristics (width and height of burrow and burrow opening and apron), (2) assess the location of the burrow in relationship with soils, topography, and vegetation, and (3) to assess the condition of carcasses and examine for signs of predation.

Optional photographs may be taken of tortoises or plots.

D. Training on Data Collection and Data Quality

Training individuals involved in data collection and data assessment is also essential for data quality. The training will provide:

- Background on occupancy sampling.
- Outline the monitoring objectives.
- Describe roles and responsibilities of the field survey crew members.
- Introduce the survey crews to the study areas.
- Describe safety and access issues for the study areas.
- Describe the sampling design.
- Describe and demonstrate the standardized procedures and instrumentation that will be used to collect the data.
- Describe data verification and validation and the field survey crew roles in each.
- Provide a field test of the survey crew members completing a survey plot, data verification, and data upload steps.
- Provide feedback and suggestions for the field collection and data verification or upload protocols.

Training will be completed up to the week before the initiation of data collection and will take two days to complete (refer to Section C, Required Training, of Exhibit A, Scope of Work). Field data collection crews will receive a training manual and a copy of the monitoring protocol and attachments. Prior to releasing the field data collection crew to conduct the monitoring, all field crews must successfully complete a test sample plot while adhering to the monitoring protocol and this data management guide, including successful download, verification, and delivery of the plot data. The DCP Project Management Team members will also complete the data validation methods described in this document.

III. **Data Completeness and Quality**

The overall system of management activities designed to assure the quality of the data generated by a project or program is commonly known quality assessment and quality control (QA/QC). For the purpose of this data management plan, QA/QC is being described by its two major components, data verification and data validation.

A. Data Verification

Data verification assesses the entry of data into each field in the database, making sure that all required data have been collected and recorded. This will be accomplished by reviewing a spreadsheet of the data looking for blank fields. This verification process will occur within a time frame after data collection that allows for accessing the recollection of the data collectors (i.e., Field Data Collection Team) and, if needed, the potential recollection of data.

The data dictionary and GPS receivers will automate some data verification steps by forcing users to complete an entry in certain fields before allowing the user to enter other information. In addition, certain fields in the data dictionary will have maximum or minimum values to limit data entry errors.

The Field Data Collection Team will review the data to insure that all data has been collected. This will occur at the completion of each survey plot, after collection of all incidental observations walking among the plots, and at the end of each field day. At the end of each field day the team will compare paper field data sheets with the data on the GPS receiver, checking plot numbers, observation numbers, and other data while field collection team memories are fresh. This includes making notations on paper field data sheets of any corrections made. Any error corrections will be noted on the applicable paper field data sheet.

The Project Management Team will conduct separate data verification after receipt of each day's data from the Field Data Collection Team.

B. Data Validation

Data validation assesses the quality of each data entry, checking its numeric range and the logic of the entry. For this project, this includes the range of reasonable values for air temperature, presence of consecutive tag numbers, or comparison between the expected and entered GPS coordinates. Data validation requires a reviewer that understands each of the metrics and their range of values. The validation method to be used for each data field is listed in the table of metrics for each field data sheet. The Project Management Team will complete the data validation process.

The data dictionary and GPS receivers will automate some data validation steps. Three automated processes will be used to check data on spreadsheets.

- Range checking highlights values that are outside of the expected range of the value. Examples include air temperatures too low (less than 65°F [18°C]) or too high (over 95°F [35°C]). The use of this validation method requires that the appropriate ranges are known in advance. The range for any value is iterative as data is reviewed and can be adjusted by the Project Management Team.
- Sorting entries by date or observation and checking for the logic of the entries.
- Comparing new data with already validated data to identify values that are new or beyond the current range of the data.

Aspatial data will also be graphed and assessed for patterns and outliers. Data will be compared across multiple entries by graphing plot or observation number against the measurement value.

Spatial data will also be validated. The Project Management Team will review all spatial data on the base map of the study areas and survey plots and all data points will be matched with plots and areas surveyed.

Data will be validated by Project Management Team members daily for the first four days and then weekly for the

rest of the sampling period. Errors in more than 2 percent of the entries in any data field will trigger a review of the data collection and verification protocols and may require additional field survey crew training.

IV. **Data Management**

Data management covers the topics of logistics of entering and/or downloading the data, developing and maintaining data files, and archiving data.

A. Entering and Downloading Data

Field survey crew members will enter data on paper field data sheets and in the GPS receiver data loggers simultaneously. One member will be assigned as the GPS data recorder and the other will be the data sheet recorder and they will maintain those responsibilities for a complete plot.

After each field survey day, the GPS receiver data sets and digital images will be downloaded to a local computer by the Field Data Collection Team. All images will be downloaded for that day's data collection and stored in jpeg. format with file names updated as described in the file naming convention below. All paper field data sheets will be scanned at 300 dpi (dots per inch) resolution and saved in Adobe Acrobat (.pdf) format according to the file naming convention below.

B. Preparing Data for Upload

Data for each plot or incidental observation will include GPS data and paper data sheets. If a burrow is present, digital images will be provided. Each is discussed below.

GPS data will be differentially corrected using Trimble® Pathfinder Office by the CONSULTANT on each day for all the Field Data Collection Teams. Data from each GPS receiver will be downloaded first into a temporary Microsoft Excel spreadsheet file for differential correction. After this step is completed for each GPS receiver data set, the day's datasets will be merged into one verified file, in ESRI compatible format such as Microsoft Excel (.xlsx). All differentially corrected files will then be converted to .shp or geodatabase files and uploaded to a CONSULTANT-provided FTP website.

The day's GPS data set will be named according to the following naming convention, where "verified" represents the version control level described in the section below and the sample day is April 17, 2012:

BCCE Desert Tortoise_verified_20120417.xls , and

BCCE Desert Tortoise_verified_20120417 ESRI file extensions

The scanned field data sheets will be compiled into one file and will be named as follows, where "PN" is the plot number, "ON" is the observation number and the sample day is April 17, 2012:

BCCE Desert Tortoise_sheets_PN-ON-20120417.pdf

All digital images taken during a sample day will be named as follows, where "#" is a sequential number for each image, "PN" is the plot number, "ON" is the observation number and the sample day is April 17, 2012:

BCCE Desert Tortoise_image_#_PN-ON_20120417.tif

C. Uploading Data

The digital data files for a complete field day from all Field Data Collection Teams will be compressed into a single compressed (.zip) file and uploaded to an FTP site maintained by the Field Data Collection Team. Alternately, the .zip file may be generated and stored to a network drive in the DCP offices if all post-field processing takes place in the DCP offices.

Paper field data sheets will be delivered to the DCP Project Management Team on a weekly basis or as agreed upon in the contract.

D. Version Control

Version control is the process of managing copies of changing files over the course of a project. Any alteration or update to a file is considered a change and is reflected in the complete file name. Version control includes developing file-naming guidelines that include the file name, the QA/QC status, and the date of the file. For example:

BCCE Desert Tortoise_verified_20120417.zip

Is the file of the spatial and aspatial data table for the sample day of April 4, 2012 and the data have been through the data verification process. The categories of QA/QC versions are _verified_ for data that have been verified, _valid_ for data that have been validated, and _master_ for the master compilation of data that have completed all the QA/QC steps.

E. Data Storage

Data will be retrieved from the FTP site each workday morning and stored by the DCP on network servers that are backed up nightly with a series of backup tapes stored in a secure off-site location. Paper field data sheets will be stored by any contracted field survey crews for up to one week prior to delivery to the Project Management Team. The Field Data Collection Team will also maintain a complete copy of data, scanned data sheet files, and image files for the term of each annual sampling period.

F. Data Compilation

The DCP Project Management Team will compile all data from a field season for the analyses. This compilation will be a new file or set of files and no prior files will be overwritten. The Project Management Team will also complete metadata records for the spatial data and attributes tables following ISO 19115, NAP or another appropriate standard.

G. Data Archiving

Data archiving is the long-term (multi-year/multi-decade) management of the data once it is received by the DCP. It acts as a backup to the active datasets managed by the project team during the life of the project, as well as the location of the datasets after the project is complete. The project will adhere to Clark County records management policy and record retention schedule for archiving data. Academic archives, such as University of Nevada, Las Vegas, will also be assessed to permanently house copies of the data, protocol, and training materials.

V. **Data Quality Review**

The process of data verification and validation often highlights ways to improve the data collection through changes in the data sheets, types of menus used, or by providing additional training. The Project Management Team will meet periodically and as needed to review the outcomes of the data verification and validation process and review all aspects of data collection for the project.

VI. **References**

Clark County. 2009. MSHCP data management plan development guidelines. Version 2009.002. April 13, 2009.

Grainger W. 2007. Data management plan for the gulf coast network. Version 1.1. USDI National Park Service. Washington D.C. 141 pp. [Http://science.nature.nps.gov/im/datamgmt/docs/dmplans/guln_dmplan_07.pdf](http://science.nature.nps.gov/im/datamgmt/docs/dmplans/guln_dmplan_07.pdf)

Palmer, C. and M. Sappington. Unknown date. Information management and quality assurance for resource management data collection efforts. [Http://www.georgewright.org/0394palmer.pdf](http://www.georgewright.org/0394palmer.pdf)

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**EXHIBIT A
ATTACHMENT 4**

BURROW CLASSIFICATION DESCRIPTION

I. Tortoise Burrow Description

Much literature discusses the importance of shelter or cover to desert tortoise survival (USFWS, 1994, 2008; Riedle et al., 2008; Inman et al., 2009; Lukenbach, 1982). Two common terms used to describe different cover types are “burrow” and “den”. These two cover types will be one focus in describing a tortoise indicator for occupancy sampling. Although these cover types have different physical characteristics, they will collectively be referred to as “burrows” in the data collection and analysis of occupancy indicators.

A. Burrow

Burge (1978) defined “burrow” as a subsurface cavity formed by erosion, excavated by a tortoise or other animal, or any combination of these. The opening of a burrow dug in the soil by a tortoise is characteristic in shape, being a relatively well-defined half-circle or half-moon with a flat bottom. This characteristic shape is consistent in all age groups. The size and shape of the opening and most of the interior conform to that of the tortoise (i.e., tortoise carapace profile). This characteristic shape is depicted in photos 1 through 4.

The slope or inclination of a tortoise burrow floor is typically without major undulation. The slope usually continues at the same degree of inclination in burrows used by adult tortoises; however, burrows used by smaller tortoises generally show no change in slope (Burge, 1978). A burrow floor that was not flat or insufficiently compacted probably indicates the burrow was dug and/or was being used by another animal (Burge, 1978). The degree of slope of a burrow floor is also dependent on the location of the burrow on the terrain and soil materials and substrate. Photo 5 shows an example of a burrow that does not have a flat or compacted floor and would not likely be a tortoise burrow. The minimum burrow length would be relative to the size of the tortoise – about 30 centimeters (cm) (300 mm or approximately 12 inches) for an adult tortoise (Burge, 1978). Smaller burrows are more difficult to see and more difficult to identify as tortoise burrows because other animals (e.g., rodents, lizards) use them and tend to alter the characteristic half circle shape of the opening (Burge, 1978). These animals can also obscure other tortoise sign such as tracks or scat.

For purpose of occupancy sampling at the BCCE, a minimum width in conjunction with the characteristic shape will be used to classify a burrow as a tortoise burrow. This purpose is twofold – minimize uncertainty and maximize survey time. At the minimum length of 180 mm MCL (18 cm or approximately 7 inches), an approximate width of an adult or sub-adult would be 130 mm (13 cm or approximately 5 inches). Therefore, minimum width needed for a burrow that exhibits the characteristic shape (or nearly so) to be classified as a tortoise burrow is 13 cm (approximately 5 inches) wide across the base. Photo 6 shows a burrow that is less than the minimum base width of 13 cm and thus would not be classified as a tortoise burrow for the project. Photo 7 shows a burrow with a bottom width of greater than the minimum 13 cm (approximately 5 inches) and a prominent characteristic half circle shape.



Photo 1: Characteristic half-circle shape and flat bottom of tortoise burrow in sandy silty soils.



Photo 2: Characteristic half-circle shape and flat bottom of tortoise burrow in gravelly, sandy soils.



Photo 3: Characteristic half-circle shape and flat bottom of tortoise burrow in gravelly silty soils.



Photo 4: Characteristic half circle shape and flat bottom of tortoise burrow in consolidated gravel wash channel.



Photo 5: Loose soils (versus compacted) and rounded (versus flat) bottom floor; not a tortoise burrow.



Photo 6: Base of burrow is less than minimum width – not a tortoise burrow.



Photo 7: Base of burrow is greater than minimum width with prominent half-circle shape – a tortoise burrow.

B. Den

Burge (1978) defined “den” as a type of burrow, possibly originally a karstic cavity or one excavated in part by tortoises by removal of weaker cementing layers of the consolidated gravels that form portions of the banks of stream channels or washes. These dens are also referred to as caliche dens or caves. A den can be located along the toe of the bank and up the side of the bank depending on the substrate and soil materials. There is no characteristic shape for a den but the shape and dimensions would have to accommodate a tortoise. It is common for different animals to share use of these dens. Photo 8 is an example of a den at the toe of a wash channel bank.

For purpose of occupancy sampling at the BCCE, minimum dimensions will be used to classify a den as a tortoise burrow. As described above, the minimum width to accommodate an adult or sub-adult tortoise would be approximately 5 inches. Lovich and Daniels (2000) only used burrows that were approximately shell-deep or more in their statistical analyses in determining habitat use, and those burrows were typical of the size used by adult tortoises (>180 mm MCL). Together with the findings of Burge (1978), the length of the den should be 18-30 cm (approximately 7-12”) to be classified as a tortoise burrow.



Photo 8: Typical den in desert wash channel.

II **Tortoise Burrow Activity**

The most recent tortoise field manual (USFWS, 2009a) provides five categories to classify tortoise burrows based on condition and activity; however, for this protocol, only certain signs of live desert tortoise activity will be used to classify a tortoise burrow as active.

A Active

For purposes of occupancy sampling at the BCCE, an active tortoise burrow is defined as a burrow with a live tortoise occupying it or with recent signs of tortoise activity. All burrows and dens that are classified as a tortoise burrow according to Section I, will be inspected using a hand mirror to assess presence of any live tortoises. A burrow occupied by a live tortoise will be noted as both occupancy indicators (live tortoise and active tortoise burrow) at the same location and one GPS point will be recorded.

Presence of tortoise scat is a common indicator of tortoise presence. Positive identification of tortoise scat varies greatly based on interpretation of the descriptive categories and surveyors' skill and experience. Because of this, only the presence of fresh, dark brown scat that is readily visible at the burrow opening will be considered one sign of recent tortoise activity that classifies a burrow as active. The surveyor should not look for scat more than one foot beyond the burrow opening based on the substrate, nor attempt to identify scat inside the burrow. Photo 9 shows an example of fresh, dark brown scat.

Tortoise tracks at the burrow opening will be considered one sign of recent tortoise activity that classifies the burrow as active. However, the tracks must be clearly distinguishable as made by a tortoise and not be marred by other activity such as a lizard.



Photo 9: Example of fresh scat; typically dark brown in color.

Certain animals that share use of dens with tortoises create middens inside and outside the dens, particularly wood rats (*Neotoma lepida*). These middens vary in size and can block access or obscure signs of tortoises (e.g., scat, tracks). To eliminate uncertainty regarding burrow activity, occupation of the den by a live tortoise must be observed to classify the den as an active tortoise burrow. Photo 10 shows an example of a den occupied by a live tortoise and thus this would be classified as an active burrow.

Wherever a live tortoise is observed on the surface, the surveyor should search for nearby burrows.

B. Inactive

A tortoise burrow will be defined as inactive if it cannot be classified as active according to Section II.A. Signs that may individually or collectively with others render a tortoise burrow inactive include collapse, deterioration, erosion, siltation, and accumulation of litter, organic debris, or vegetation growth in and around the burrow opening. The condition of the burrow apron (i.e., pile of excavated soil materials formed in front of the opening) may indicate the state of activity. An apron that is compacted, eroded, or discolored or faded from exposure may indicate age of a burrow and not necessarily inactivity without consideration of other signs. Cobwebs that have trapped organic debris or litter are signs of inactivity, whereas intact spider webs could have been spun recently. Photos 11 and 12 compare an active and inactive burrow located in a similar substrate.



Photo 10: Live tortoise occupying den at toe of wash channel bank – active tortoise burrow.



Photo 11: Active tortoise burrow.

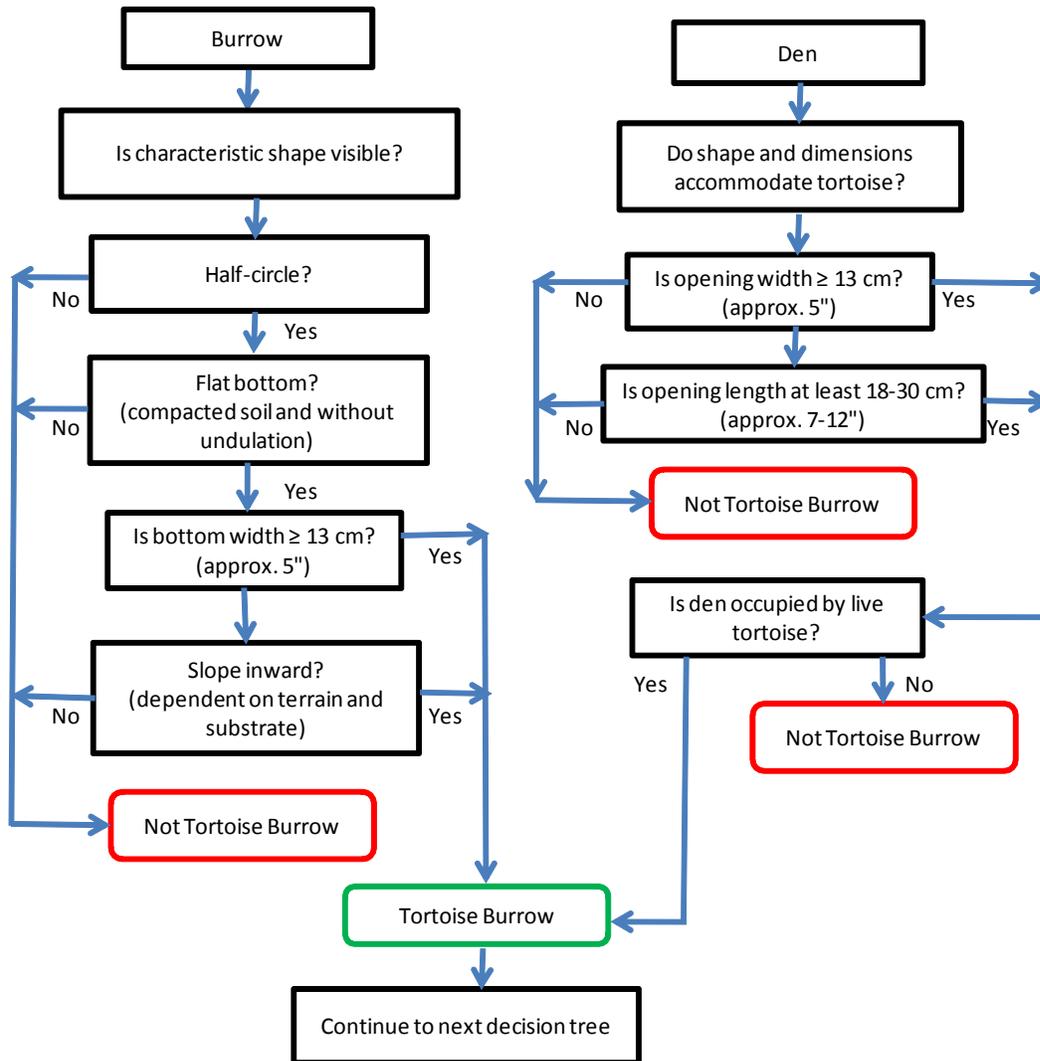


Photo 12: Inactive tortoise burrow.

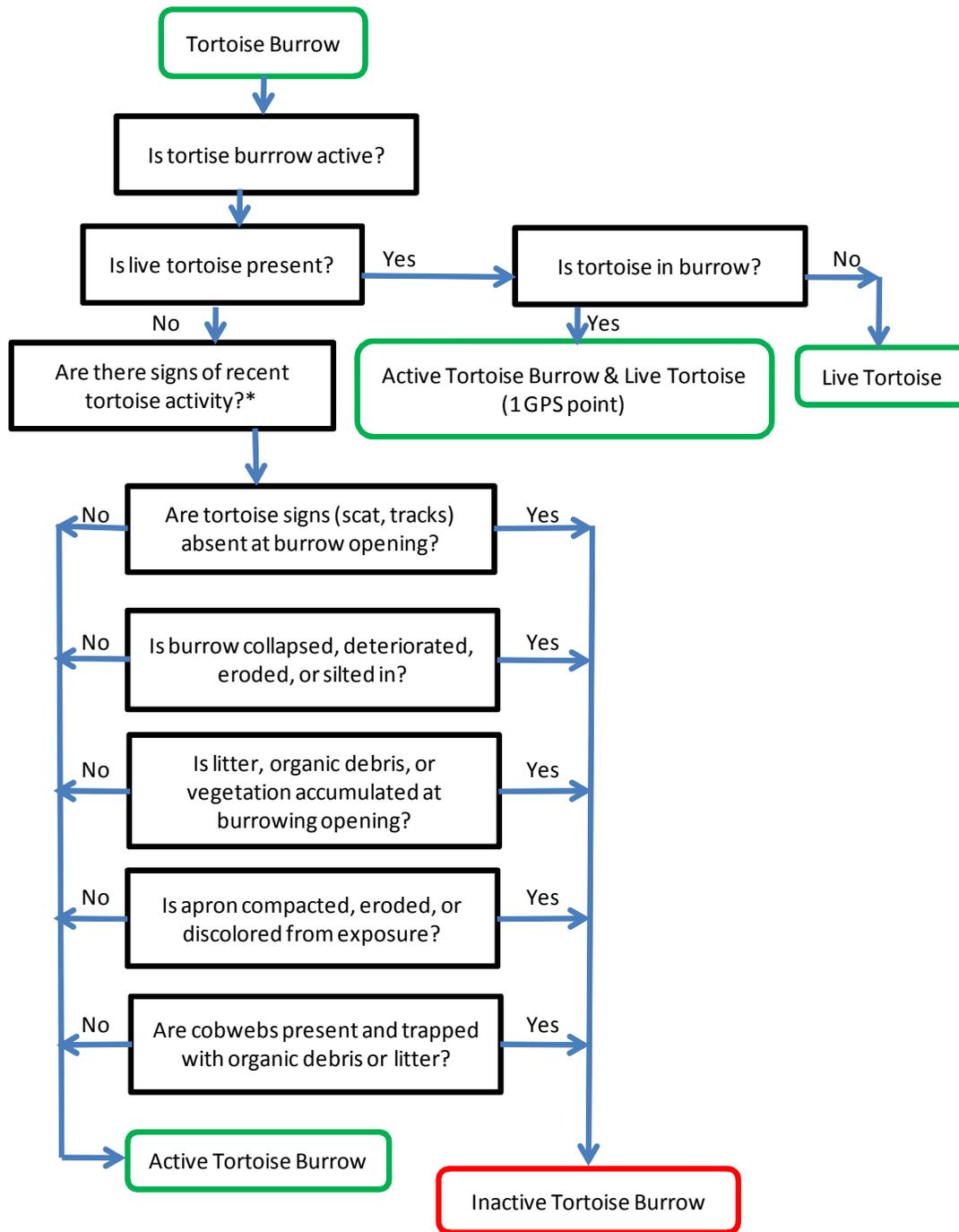
III. **Summary – Decision Tree**

The information described in the previous sections for classifying active tortoise burrows is summarized in the following decision trees for ease of use by the field surveyors. The first decision tree classifies burrows and dens as tortoise burrows and the second classifies the tortoise burrow as active or inactive.

DECISION TREE FOR CLASSIFYING BURROWS AND DENS AS TORTOISE BURROWS



DECISION TREE FOR CLASSIFYING TORTOISE BURROWS AS ACTIVE OR INACTIVE



* Not all signs need be to be present to classify a burrow as active. The dominant signs (i.e., more "no" than "yes" in the decision tree) will influence the classification.

IV. References

Berry, K.H. & F.B. Turner. 1986. Spring Activities and Habits of Juvenile Desert Tortoises, *Gopherus agassizii*, in California. *Copeia* 1986:1010–1012.

Burge, B.L. 1978. Physical Characteristics and Patterns of Utilization by the Desert Tortoise (*Gopherus agassizii*) in Southern Nevada. *Proceedings of the Desert Tortoise Council Symposium* 1978:80-111.

- Burge, B.L. 1996. The Desert Tortoise (*Gopherus agassizii*). Online at: http://www.desertusa.com/june96/du_tort.html
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- Nussear, K.E. & C.R. Tracy. 2007. Can Modeling Improve Estimation of Desert Tortoise Population Densities? *Ecological Applications* 17:579–586.
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- U.S. Fish and Wildlife Service (USFWS). 1994. Desert Tortoise (Mojave Population) Recovery Plan. U.S. Fish and Wildlife Service, Portland, Oregon. 73 pages plus appendices.
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- _____. 2009a. Desert Tortoise (Mojave Population) Field Manual: (*Gopherus agassizii*). U.S. Fish and Wildlife Service, Region 8, Sacramento, California. Online at: http://www.fws.gov/ventura/species_information/protocols_guidelines/.
- _____. 2009b. Desert Tortoise Population Monitoring Handbook. Desert Tortoise Recovery Office, U.S. Fish and Wildlife Service, Reno, Nevada. Online at: http://www.fws.gov/nevada/desert_tortoise/dt_reports.html.
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**EXHIBIT A
ATTACHMENT 5**

DESERT TORTOISE AUTHORIZED BIOLOGIST REQUEST FORM (SAMPLE)

This form should be used to provide your qualifications to agency officials if you wish to undertake the duties of an authorized biologist with regard to desert tortoises during construction or other projects authorized under Sections 7 (Biological Opinions) or 10(a)(1)(8) (i.e. Habitat Conservation Plans) of the Endangered Species Act.

If you seek approval to attach/remove/insert any devices or equipment to/into desert tortoises, withdraw blood, or conduct other procedures on desert tortoises, a recovery permit or similar authorization may be required. Application for a recovery permit requires completion of Form 3-200-55, which can be downloaded at <http://www.fws.gov/forms/3-200-55.pdf>.

1. Contact Information:

Name	
Address	
City, State, Zip Code	
Phone Number (s)	
Email Address	

2. Date:

3. Areas in which authorization is requested (check all that apply):

- San Bernardino, Kern, Inyo and Los Angeles Counties, California (Ventura office)
- Riverside, San Diego, and Imperial Counties, California (Carlsbad office)
- Nevada Utah Arizona

4. Please provide information on the project:

USFWS Biological Opinion or HCP No. When Applicable		Date:
Project Name		
Federal Agency (If Applicable)		
Proponent or CONSULTANT		

5. **Permits.** If you hold, or have held, any relevant state or federal wildlife permits provide the following :

Species	Dates	State (specify) or Federal Permit Number	Authorized Activities

6. **Education:** Provide up to three schools, listing most recent first:

Institution	Dates attended	Major/Minor	Degree received

7. **Desert Tortoise Training:**

Name/Type of Training	Dates (From/To)	Location	Instructor/Sponsor
1. Classes			
2. Field Training			
3. Translocation			
4.			

8. **Experience** - Include only those positions relevant to the requested work with desert tortoises. Distinguish between wild Mojave Desert Tortoise and other experience. Include only your experience, not information for the project you worked on (e.g., if 100 tortoises were handled on a project and you handled 5 of those tortoises, include only those 5).

List most recent experience first.

Handling a Mojave Desert Tortoise must be authorized by a Biological Opinion or other permit and reported to the USFWS.

Information provided in this section will be used by the USFWS to track the numbers of tortoises affected by previous projects (baseline). **Be sure to include a project supervisor or other contact that can verify your skills and experience in relation to your job performance.** Attach additional sheets as necessary. Please use numbers in each column; do not use "X's" to indicate participation in the activity. If your experience is limited to **less than three desert tortoise positions**, please include additional job experience and references in the section below (pg. 5).

Experience by project and activity:

Please include: Project Name Job Title Dates of Employment	Supervisor / Project Contact Name Phone Email address	Conduct Clearance Surveys (Hrs/Days)	Excavate DT Burrows (No.)	Locate DT No. < 100mm >100mm	Handled for Relocation DTs (No.)	Excavate, and Relocate DT nests (No.)
1.						
2.						
3.						
4.						
5.						
6.						
7.						

Experience by project and activity (continued): Each project number should correspond with the project listed on the previous page

Project Name (Number should correspond to previous page)	Construct Artificial Burrows (No.)	Monitor Project equipment and activities (Hrs/Days)	Oversee Project Compliance (Hrs/Days)	Supervise DT field staff (Hrs/Days) and No. staff supervised	DT fence Installation and Inspection (Hrs/Days)	Present DT Awareness Training (No.)
1.						
2.						
3.						
4.						
5.						
6.						
7.						

Summary of experience:

Total time spent for all desert tortoise-related field activities (referenced above):

Specify total number of hours:
OR Total number of 8-hour days: _____

Total number of miles/kilometers walked conducting survey transects:

Total number of wild, free-ranging desert tortoises you personally handled:

<100 mm: _____
≥100 mm: _____

Additional supervisory experience other than with desert tortoise work

Project	Hours	Staff (number)

Additional references for individuals whom have held **less than three** positions working with desert tortoise

Project Name Job Title Dates of employment	Supervisor / Project Contact Name Phone Email address

I certify that the information submitted in this form is complete and accurate to the best of my knowledge and belief.
I understand that any false statement herein may subject me to the criminal penalties of 18 U.S.C. Ch.47, Sec.1001.

Signed: _____ Date: _____

Also available at the following link:

http://www.fws.gov/ventura/species_information/protocols_guidelines/docs/dt/DT%20authorized%20biologist%20request%20form.pdf

Ventura FWS Form revised September 2009

CLARK COUNTY, NEVADA
CONTRACT FOR DESERT TORTOISE OCCUPANCY SAMPLING
RFP NO. 603453-14

//ENTER COMPANY NAME//
NAME OF FIRM
<i>//Enter Designated Contact Name//</i>
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
<i>//Enter Street Address//</i> <i>//City, State and Zip Code//</i>
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(XXX) XXX-XXXX
(AREA CODE) AND TELEPHONE NUMBER
(XXX) XXX-XXXX
(AREA CODE) AND FAX NUMBER
<i>//Enter Email Address//</i>
E-MAIL ADDRESS

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CONTRACT FOR DESERT TORTOISE OCCUPANCY SAMPLING

This Contract is made and entered into this ##XX day of Enter Month 20XX, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and //LEGAL NAME// (hereinafter referred to as PROVIDER, for Desert Tortoise Occupancy Sampling (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, the PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$ENTER AMT, including all travel, lodging, meals and miscellaneous expenses; and

WHEREAS, the PROVIDER has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from date of award through June 30, 2015, with the option to renew for four, one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the CONTRACT for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) for the fixed fee / not-to-exceed amount of \$ENTER AMT. COUNTY's obligation to pay PROVIDER cannot exceed the fixed fee / not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by the PROVIDER and it shall be the PROVIDER's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Progress OR Milestone Payments

The PROVIDER will be entitled to periodic payments for work completed in accordance with the completion of tasks indicated in the Scope of Work (Exhibit A).

The PROVIDER will be entitled to periodic payments for work completed in accordance with the completion of tasks in the Milestones exhibit (Exhibit D) Milestone/Deliverable Invoicing Schedule.

C. Terms of Payments

1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work Exhibit D, Milestone/Deliverable Invoicing Schedule.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY's Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. For time and materials contracts, time is to be defined as an hourly rate prorated to the 1/4 hour for invoicing purposes. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoices containing travel expenses. Maximum reimbursable travel expenses under this contract shall be defined and set at the current U.S. GSA's CONUS rates at the

time of travel. CONUS rates may be found at the following website:
<http://www.gsa.gov/portal/category/21287>.

- c. Expenses not defined in Exhibit A, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY.
 - d. A "BUDGET SUMMARY COMPARISON" which outlines the total amount PROVIDER was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.
 - e. COUNTY's representative shall notify the PROVIDER in writing within 14 calendar days of any disputed amount included on the invoice. The PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount the PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
4. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within 30 calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
 5. In the event that legal action is taken by COUNTY or the PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY's available unencumbered budgeted appropriations for the PROJECT.
 6. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER's negligence, resulting from or arising out of errors or omissions in PROVIDER's work products, which have not been previously paid to PROVIDER.
 7. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
 8. Invoices shall be submitted to: //Enter Street Address//, //City, State and Zip Code//.

D. County's Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit COUNTY's financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY's obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. COUNTY's total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY's purchase order(s) to the PROVIDER.

SECTION III: SCOPE OF WORK

Services to be performed by the PROVIDER for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Contract, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. COUNTY may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in the PROVIDER's cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of the PROVIDER for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by the PROVIDER of notification of change unless COUNTY grants a further period of time before the date of final payment under this Contract.
- B. No services for which an additional compensation will be charged by the PROVIDER shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, the PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within 30 days, COUNTY may terminate this Contract for default.
- C. PROVIDER has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the COUNTY.
- D. The PROVIDER agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. The PROVIDER will follow COUNTY's standard procedures as followed by COUNTY's staff in regard to programming changes; testing; change control; and other similar activities.
- F. The PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of the PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. The PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve the PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 2. COUNTY's review, approval, acceptance, or payment for any of PROVIDER's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER's performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY's representative upon completion or termination of this Contract, whichever comes first. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by the PROVIDER, without prior written approval of COUNTY.
- B. Approval by COUNTY of PROVIDER's request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. PROVIDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by PROVIDER's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY's approval of PROVIDER's request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY's representative, **//COORD//**, **//CODEPT//**, telephone number (702) **//XXX-XXXX//** or their designee. COUNTY's representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform PROVIDER by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY's representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY's representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this contract.
- B. PROVIDER shall complete the PROJECT in accordance with the milestones contained in Exhibit ENTER # of this Contract.
- C. If the PROVIDER's performance of services is delayed or if the PROVIDER's sequence of tasks is changed, PROVIDER shall notify COUNTY's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY's written approval.
- D. In the event that the PROVIDER fails to complete the PROJECT within the time specified in the Contract, or with such additional time(s) as may be granted by formal Amendment, or fails to prosecute the work or any separable part thereof, with such diligence as will insure completion within the time(s) specified in the contract or any extensions thereof, the PROVIDER shall pay to the COUNTY, as liquidated damages, the sum of \$ENTER AMT for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by the COUNTY in completing the work.
- E. In the event that the PROVIDER fails to complete the PROJECT within the time specified in the Contract, or with such additional time(s) as may be granted in writing by County or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract or any extensions thereof, the PROVIDER shall pay to COUNTY as liquidated damages the sum of \$ENTER AMT for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by COUNTY in completing the work.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least 10 working days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay PROVIDER its compensation, based on the percentage of the PROJECT

completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of 30 days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. not less than 10 calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
2. Termination for Convenience
 - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after the PROVIDER is given:
 - i. not less than 10 calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with COUNTY prior to termination.
 - b. If termination is for COUNTY's convenience, COUNTY shall pay the PROVIDER that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
3. Termination for Default
 - a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to the PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of the PROVIDER's default.
 - b. Upon receipt or delivery by PROVIDER of a termination notice, the PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY's representative, copies of all deliverables as provided in Section V paragraph H.
 - c. If after termination for failure of the PROVIDER to fulfill contractual obligations it is determined that the PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
4. Upon termination, COUNTY may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the PROVIDER shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of the PROVIDER assigned to the performance of this Contract.
5. The rights and remedies of COUNTY and the PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of PROVIDER's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER's control.

SECTION X: INSURANCE

The PROVIDER shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference. The PROVIDER shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY: _____

TO PROVIDER: _____

SECTION XII: MISCELLANEOUS

A. Independent Contractor

PROVIDER acknowledges that PROVIDER and any subcontractors, agents or employees employed by PROVIDER shall not, under any circumstances, be considered employees of the COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of PROVIDER or any of its officers, employees or other agents.

B. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, the PROVIDER agrees that it will not employ unauthorized aliens in the performance of this Contract.

C. Non-Discrimination/Public Funds

PROVIDER acknowledges that the COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, the COUNTY may declare the PROVIDER in breach of the Contract, terminate the Contract, and designate the PROVIDER as non-responsible.

D. Assignment

Any attempt by PROVIDER to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

E. Indemnity

The PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and the employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the PROVIDER or the employees or agents of the PROVIDER in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Covenant Against Contingent Fees

The PROVIDER warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, COUNTY shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

H. Gratuities

1. COUNTY may, by written notice to the PROVIDER, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the PROVIDER or any agent or representative of the PROVIDER to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled:
 - a. to pursue the same remedies against the PROVIDER as it could pursue in the event of a breach of this Contract by the PROVIDER; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than 10 times the costs incurred by the PROVIDER in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

I. Audits

The performance of this contract by the PROVIDER is subject to review by COUNTY to insure contract compliance. The PROVIDER agrees to provide COUNTY any and all information requested that relates to the performance of this contract. All request for information will be in writing to the PROVIDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the contract.

J. Covenant

The PROVIDER covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. PROVIDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

K. Confidential Treatment of Information

PROVIDER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

L. ADA Requirements

All work performed or services rendered by PROVIDER shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

M. Subcontractor Information

The PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (**Exhibit C**). The information provided in **Exhibit C** by the PROVIDER is for the COUNTY's information only.

N. Disclosure of Ownership Form

The PROVIDER agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

COUNTY:

CLARK COUNTY, NEVADA

By: _____ DATE
YOLANDA T. KING
Chief Financial Officer

PROVIDER:
//LEGAL NAME//

By: _____ DATE
//NAME//
//TITLE//

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: _____ DATE
ELIZABETH A. VIBERT
Deputy District Attorney

**EXHIBIT A
DESERT TORTOISE OCCUPANCY SAMPLING
SCOPE OF WORK**

**EXHIBIT B
DESERT TORTOISE OCCUPANCY SAMPLING
INSURANCE REQUIREMENTS**

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

- A. **Format/Time**: PROVIDER shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after the award by the COUNTY. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating**: COUNTY requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage**: COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. PROVIDER'S insurance shall be primary as respects COUNTY, its officers and employees.
- D. **Endorsement/Cancellation**: PROVIDER'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically PROVIDER'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives Clark County automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability**: Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability**: Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by PROVIDER and **any auto** used for the performance of services under this Contract.
- I. **Professional Liability**: PROVIDER shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of the COUNTY.
- J. **Workers' Compensation**: PROVIDER shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that PROVIDER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K. **Failure To Maintain Coverage**: If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from PROVIDER or deduct the amount paid from any sums due PROVIDER under this Contract.
- L. **Additional Insurance**: PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages**: PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.
- N. **Cost**: PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.
- P. **Insurance Form Instructions:** The following information must be filled in by PROVIDER'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. PROVIDER'S name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Damage to Rented Premises (\$50,000)
 - (F) Medical Expenses (\$5,000)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 - (I) Products - Completed Operations Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (N) Policy Number
 - (O) Policy Effective Date
 - (P) Policy Expiration Date
 - (Q) Aggregate (\$1,000,000)
 8. Description: RFP Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 9. Certificate Holder:

Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
 10. Appointed Agent Signature to include license number and issuing state.

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

RFP NUMBER AND CONTRACT NAME:

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

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

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

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

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being duly sworn,

(Name of Sole Proprietor)

(Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this contract, identified as RFP No. 603453-14, entitled DESERT TORTOISE OCCUPANCY SAMPLING;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
 County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
 by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS:

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

VETERAN OWNED ENTERPRISE (VET): A Nevada business at least 51% owned/controlled by a veteran.

DISABLED VETERAN OWNED ENTERPRISE (DVET): A Nevada business at least 51% owned/controlled by a disabled veteran.

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

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET and ESB subcontractors in association with this Contract:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ VET ___ DVET ___ ESB

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ VET ___ DVET ___ ESB

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ VET ___ DVET ___ ESB

4. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ VET ___ DVET ___ ESB

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

**INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners (“BCC”) in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting ‘Other’, provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB) . This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the “Doing Business As” (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean). **This will also include Clark County Detention Center.**

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
_____	_____	_____
_____	_____	_____
_____	_____	_____

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature	Print Name
Title	Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative