

CLARK COUNTY, NEVADA REQUEST FOR PROPOSAL

RFP NO. 603459-14 VEGETATION DATA FOR DESERT TORTOISE OCCUPANCY COVARIATE MONITORING PROJECT

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. 603459-14 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 15, 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 **MONDAY, OCTOBER 13, 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 27, 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 26, 2014

GENERAL CONDITIONS

RFP NO. 603459-14 VEGETATION DATA FOR DESERT TORTOISE OCCUPANCY COVARIATE MONITORING PROJECT

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 Clark County (COUNTY) Desert Conservation Program (DCP) is soliciting proposals for Vegetation Data for Desert Tortoise Occupancy Covariate Monitoring Project.

3. SCOPE OF PROJECT

The Clark County (COUNTY) Desert Conservation Program (DCP) is seeking to hire a biological/environmental Consultant to conduct vegetation monitoring at the Boulder City Conservation Easement (BCCE). This project is part of a larger effort to collect a range of covariates to describe the habitat of desert tortoises in the Upper Eldorado Valley, Clark County, Nevada. The full Scope of work is attached to this Request for Proposal as Exhibit A in the attached draft contract.

4. DESIGNATED CONTACTS

COUNTY'S representative will be Sherry A. Wimmer, Purchasing Analyst, 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 15, 2014, 9:00 a.m. Pacific, Gold Room

Last Day to Ask Questions: October 22, 2014

Last Day County Will Provide Addendum: October 24, 2014

Proposal Due Date: October 27, 2014, 3:00:00 p.m. Pacific

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 2015

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. 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 4 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/ mailing 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.

COUNTY is a Public Agency as defined by State Law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of 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.

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.
 - 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.

Criteria Definitions and Ranking Guide

BOTANISTS EXPERIENCE AND QUALIFICATIONS:

PROPOSERS should be evaluated based on experience:

Minimum Qualifications = PROPOSER has three Botanists available for the field season each with documented experience conducting the following for two or less projects:

- Identifying ephemeral, perennial shrub, and succulent vegetation in the Mojave Desert;
- Estimating percent cover and species richness using quadrats;
- Establishing transects in plots;
- Directing field work in remote areas in unpredictable weather, uneven and difficult terrain, including navigating with paper maps, compasses, and GPS units; and
- Collecting field data on paper data sheets and GPS units, including differentially correcting and uploading GPS data, QA/QC procedures, and implementing a specialized monitoring protocol.

FIELD ASSISTANTS AND QUALIFICATIONS:

Minimum Qualifications = PROPOSER has three Field Assistants available for the field season each with minimal data collection and botanical experience for two or less projects.

STAFF AVAILABILITY:

Minimum Qualifications = PROPOSER has demonstrated staff availability is somewhat adequate to conduct this project.

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, and experience with GPS units, including organizing multiple platform files including **.pdf, .tif, xls, .sff, .cor, .shp and .mdb files and FTP sites.**

Clearly defined how data collected will be managed and organized including data QA/QC, uploading paper data sheets, spatial data, and photos, and managing Excel and Access databases. Stated available staffing levels and experience with troubleshooting GPS units in the field.

Minimum Qualifications = Knowledge, training, degrees, and experience in disciplines necessary to complete the activities outlined in the Scope of Work for this RFP. PROPOSER has limited experience (at least one project) managing data for similar projects.

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, Botanists, Field Assistants (if applicable), Data Manager, number of field crews, number of vehicles, number of field days, contingency plan, and availability of staff for the project.

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.

B. 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.

C. 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.

NAME OF FIRM:	
EVALUATION CRITERIA	POINTS POSSIBLE
1. Botanists Experience And Qualifications	0-20
2. Field Assistants Experience And Qualifications	0-10
3. Data Manager Experience And Qualifications And Conceptual Treatment Of	0-20
4. Staff Availability	0-10
5. Conceptual Treatment Of Project/ Scope Of Work	0-20
6. Project Fee:	0-20
7. Compliant With OWNER’S Standard Contract (Purchasing Review)	0 or 5
8. Compliant with OWNER’S Insurance (Purchasing Review)	0 or 5
Total (Out of 110 POINTS)	

CLARK COUNTY, NEVADA
CONTRACT FOR VEGETATION DATA FOR DESERT TORTOISE
OCCUPANCY COVARIATE MONITORING PROJECT
RFP NO. 603459-14

//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

TABLE OF CONTENTS

SECTION I: TERM OF CONTRACT

SECTION II: COMPENSATION AND TERMS OF PAYMENT

 A. Compensation

 B. Progress Payments

 C. Terms of Payments

 D. County's Fiscal Limitation

SECTION III: SCOPE OF WORK

SECTION IV: CHANGES TO SCOPE OF WORK

SECTION V: RESPONSIBILITY OF //TYPE//

SECTION VI: SUBCONTRACTS

SECTION VII: RESPONSIBILITY OF COUNTY

SECTION VIII: TIME SCHEDULE

SECTION IX: SUSPENSION AND TERMINATION

 A. Suspension

 B. Termination

SECTION X: INSURANCE

SECTION XI: NOTICES

SECTION XII: MISCELLANEOUS

 A. Independent Contractor

 B. Immigration and Reform

 C. Public Funds

 D. Assignment

 E. Indemnity

 F. Governing Law

 G. Covenant Against Contingent Fees

 H. Gratuities

 I. Audits

 J. Covenant

 K. Confidential Treatment of Information

 L. ADA Requirements

 M. Subcontractor Information

 N. Disclosure of Ownership Form

CONTRACT FOR VEGETATION DATA FOR DESERT TORTOISE
OCCUPANCY COVARIATE MONITORING PROJECT

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 ASK TYPE, for Vegetation Data for Desert Tortoise

Occupancy Covariate Monitoring Project (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, the ASK TYPE 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 ASK TYPE 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 ASK TYPE agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain ASK TYPE for the period from March 1, 2015 through May 31, 2015. Subject to the provisions of Sections II and VIII herein. During this period, ASK TYPE 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 ASK TYPE 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 ASK TYPE 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 ASK TYPE and it shall be the ASK TYPE's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Milestone Payments

The ASK TYPE 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 ASK TYPE 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 ASK TYPE 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. 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.
 - c. COUNTY's representative shall notify the ASK TYPE in writing within 14 calendar days of any disputed

amount included on the invoice. The **ASK TYPE** 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 **ASK TYPE** 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 **ASK TYPE** 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 **ASK TYPE** 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 **ASK TYPE** all damages, costs and expenses caused by **ASK TYPE's** negligence, resulting from or arising out of errors or omissions in **ASK TYPE's** work products, which have not been previously paid to **ASK TYPE**.
7. COUNTY shall not provide payment on any invoice **ASK TYPE** submits after six (6) months from the date **ASK TYPE** performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
8. Invoices shall be submitted to: Sr. Financial Office Specialist, Desert Conservation Program, Clark County Department of Comprehensive Planning, 500 South Grand Central Parkway, PO Box 551741, Las Vegas, NV 89155-1741.

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 **ASK TYPE**.

SECTION III: SCOPE OF WORK

Services to be performed by the **ASK TYPE** 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 **ASK TYPE'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 **ASK TYPE** for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by the **ASK TYPE** 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 **ASK TYPE** shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF **ASK TYPE**

- A. It is understood that in the performance of the services herein provided for, **ASK TYPE** 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, **ASK TYPE** has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by **ASK TYPE** in the performance of the services hereunder. **ASK TYPE** 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. **ASK TYPE** 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 **ASK TYPE's** associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of **ASK TYPE** be unable to complete his or her responsibility for any reason, the **ASK TYPE** must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If **ASK TYPE** fails to make a required replacement within 30 days, COUNTY may terminate this Contract for default.
- C. **ASK TYPE** 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 **ASK TYPE** 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 **ASK TYPE** 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 **ASK TYPE** shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the **ASK TYPE**, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, **ASK TYPE** shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of the **ASK TYPE** 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. **ASK TYPE** will not produce a work product which violates or infringes on any copyright or patent rights. The **ASK TYPE** 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 **ASK TYPE** shall not in any way relieve the **ASK TYPE** of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. COUNTY's review, approval, acceptance, or payment for any of **ASK TYPE'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 **ASK TYPE** shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by **ASK TYPE'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 **ASK TYPE** 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 **ASK TYPE** 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. **ASK TYPE** 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 **ASK TYPE**, without prior written approval of COUNTY.
- B. Approval by COUNTY of **ASK TYPE's** request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve **ASK TYPE** of responsibility for the professional and technical accuracy and adequacy of the work. **ASK TYPE** shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by **ASK TYPE's** subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY's approval of **ASK TYPE's** request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with **ASK TYPE** in the performance of services under this Contract and will be available for consultation with **ASK TYPE** at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by **ASK TYPE** 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 **ASK TYPE** 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 **ASK TYPE**. It is understood that COUNTY's representative's review comments do not relieve **ASK TYPE** from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist **ASK TYPE** 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. **ASK TYPE** 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 **ASK TYPE**.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this contract.
- B. **ASK TYPE** shall complete the PROJECT in accordance with the milestones contained in Exhibit A of this Contract.
- C. If the **ASK TYPE**'s performance of services is delayed or if the **ASK TYPE**'s sequence of tasks is changed, **ASK TYPE** 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 **ASK TYPE** 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 **ASK TYPE** 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 **ASK TYPE** 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 **ASK TYPE** 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 **ASK TYPE** under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to **ASK TYPE** at least 10 working days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay **ASK TYPE** its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. **ASK TYPE** 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 **ASK TYPE** for any cause other than the error or omission of the **ASK TYPE**, for an aggregate period in excess of 30 days, **ASK TYPE** shall be entitled to an equitable adjustment of the compensation payable to **ASK TYPE** under this Contract to reimburse **ASK TYPE** 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 **ASK TYPE** 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 **ASK TYPE** 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 **ASK TYPE** 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 **ASK TYPE** at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of the **ASK TYPE**'s default.
 - b. Upon receipt or delivery by **ASK TYPE** of a termination notice, the **ASK TYPE** 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 **ASK TYPE** to fulfill contractual obligations it is determined that the **ASK TYPE** 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 **ASK TYPE** shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of the **ASK TYPE** assigned to the performance of this Contract.
5. The rights and remedies of COUNTY and the **ASK TYPE** 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 **ASK TYPE**'s

principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within **ASK TYPE's** control.

SECTION X: INSURANCE

The **ASK TYPE** shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference. The **ASK TYPE** 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: Clark County Department of Comprehensive Planning
500 South Grand Central Parkway
PO Box 551741
Las Vegas, NV 89155-1741
Email: hyg@clarkcountynv.gov

TO **ASK TYPE**: _____

SECTION XII: MISCELLANEOUS

A. Independent Contractor

ASK TYPE acknowledges that **ASK TYPE** and any subcontractors, agents or employees employed by **ASK TYPE** 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 **ASK TYPE** 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 **ASK TYPE** agrees that it will not employ unauthorized aliens in the performance of this Contract.

C. Non-Discrimination/Public Funds

ASK TYPE acknowledges that the COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. **ASK TYPE** 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 **ASK TYPE** in breach of the Contract, terminate the Contract, and designate the **ASK TYPE** as non-responsible.

D. Assignment

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

E. Indemnity

The **ASK TYPE** 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 **ASK TYPE** or the

employees or agents of the **ASK TYPE** in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Covenant Against Contingent Fees The **ASK TYPE** 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 **ASK TYPE**, 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 **ASK TYPE** or any agent or representative of the **ASK TYPE** 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 **ASK TYPE** as it could pursue in the event of a breach of this Contract by the **ASK TYPE**; 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 **ASK TYPE** 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 **ASK TYPE** is subject to review by COUNTY to insure contract compliance. The **ASK TYPE** 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 **ASK TYPE**. 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 **ASK TYPE** 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. **ASK TYPE** 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

ASK TYPE 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 **ASK TYPE** 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 **ASK TYPE** 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 **ASK TYPE** is for the COUNTY's information only.

N. Disclosure of Ownership Form

The **ASK TYPE** 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: _____
YOLANDA T. KING
Chief Financial Officer

DATE

ASK TYPE:
//LEGAL NAME//

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

DATE

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: _____
ELIZABETH A. VIBERT
Deputy District Attorney

DATE

**EXHIBIT A
VEGETATION DATA FOR DESERT TORTOISE
OCCUPANCY COVARIATE MONITORING PROJECT
SCOPE OF WORK**

I: Introduction

Clark County (COUNTY) Desert Conservation Program (DCP) is seeking to hire a biological/environmental Consultant to conduct vegetation monitoring at the Boulder City Conservation Easement (BCCE). This project is part of a larger effort to collect a range of covariates to describe the habitat of desert tortoises in the Upper Eldorado Valley, Clark County, Nevada.

II: Project Overview

The goal of this project is to collect vegetation data that will be used later to develop a fine-scale predictive model to understand the distribution of the desert tortoise in the BCCE and similar landscapes. The objectives of this project are to align transects with those previously established under a separate contract, and to measure species richness and percent cover of ephemeral species.

The data collection (vegetation sampling) will be conducted at the BCCE, which is a limited use area with a limited number of open roads and no authorized camping. PROPOSER shall align transects and quadrats with those previously established under a separate contract, and collect data on vegetation. Vegetation sampling will occur during the spring wildflower bloom (approximately March through May 2015), with the actual time to be based on climatic conditions and determined after contract award by COUNTY and PROPOSER.

III: Project Location

The project shall take place at the BCCE (See **Appendix 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 split by U.S. Highway 95 into a north section (15,802 hectares or 39,048 acres) and a south section (19,172 hectares or 47,375 acres). There are 1,040 hectares (3,064 acres) designated by Boulder City for energy development (Energy Zone) that are excluded from the south section of the BCCE. Small acreages to the east of U.S. Highway 95 and south of State Route 165 are not included in the study area for this project.

IV: Staffing and Equipment

A. Staffing

A minimum of one data manager and three field crews, with at least one botanist in each crew, will be required for the completion of the Project. The PROPOSER's Project Manager serves as the primary point of contact between PROPOSER and COUNTY for all work conducted as part of this project. The botanists shall have demonstrated experience with Mojave Desert flora. Data manager may work on more than one Clark County Desert Conservation Program project in a single day, but may not serve as a crew member on another Clark County Desert Conservation Program project in a single day. Field crew may only work on one Clark County Desert Conservation Program project in a single day.

B. Equipment

PROPOSER must supply all required equipment and supplies necessary for the performance of the project.

PROPOSER required equipment and supplies include, but are not limited to, the following:

- GPS unit, with two to four meter real-time accuracy or better
- Paper data sheets (COUNTY to provide master copy)
- Transect tape, 50 meter minimum
- Pins to hold down transect tape
- Quadrat frame
- Pens
- *Jepson* manual and other plant field guides as needed
- Camera, eight megapixel or better
- Batteries
- Viewing compass, accuracy 1/2 degree or better
- High clearance 4 wheel drive vehicles

V: Sampling Method, Schedule, and Data Verification

A. Methods

The PROPOSER will collect the following data:

1. Measure cover and species richness of ephemeral plant species within a quadrat.
2. Record species richness in a subplot.
3. Record incidental observations of desert tortoises encountered during vegetation data collection.
4. Record incidental observations of other priority species encountered during vegetation data collection. The list of priority species is provided in **Appendix 4**.

COUNTY will provide the data sheets after contract award. The field crew will complete the data sheet in its entirety. Data collected shall include but is not limited to:

- Plot number
- Recorder
- Field team
- Date
- Time
- Subplot number
- Coordinates of subplot center point
- Transect direction
- Cover and diversity/richness of ephemeral plant species in quadrats
- Species richness in subplot

The project is divided into six tasks:

1. Conduct preliminary site visits to help determine start of sampling season;
2. Align transect lines and quadrats with previous year;
3. Collect quadrat data;
4. Collect species richness data;
5. Data verification, validation, and management; and

6. Record incidental tortoise and incidental priority species data.

Detailed descriptions of methods are set forth in **Appendix 3** of this scope of work.

B. Schedule

Vegetation sampling will occur during the spring wildflower bloom, from approximately March through May 2015, with the exact dates to be based on climatic conditions and determined after contract award. The length of the field season will be a minimum of 13 days and maximum of 30 days, with crews working no more than 12 hours per day. COUNTY prefers for work to include days-off during the field season to allow for longer bloom period of ephemeral species. The schedule shall be mutually agreed upon by the COUNTY and the PROPOSER.

VI: Required Permits and Authorizations

The COUNTY, as holder of the BCCE, will ensure permission to conduct the study among the BCCE stakeholders, (City of Boulder City and U.S. Fish and Wildlife Service). Additionally, COUNTY will inform law enforcement officials patrolling the BCCE of the work being conducted.

VII: Description of Deliverables and Milestones

This section summarizes specific deliverables and milestones that PROPOSER would be responsible for completing. 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 PROPOSER.

- a. **Contract Award and Mobilization.** COUNTY will issue notice of award in writing and PROPOSER may begin work.
- b. **Project Kick-off Meeting.** This meeting will be conducted after contract award. PROPOSER's Project Manager shall attend.
- c. **Attend Training Class.** Prior to conducting field work, PROPOSER's field crews will attend a one-day training class provided by COUNTY. Training may take place in both an office and a field setting. By the end of the training, PROPOSER's field crews will successfully demonstrate ability to locate and mark UTM coordinates similar to those for subplot center, conduct all data collection activities with no more than a 10 percent standard deviation for all individuals on field crews, and enter data correctly on the paper data sheets.
- d. **Conduct Field Work.** PROPOSER will start field work using COUNTY prescribed methods described in **Appendix 3**.
- e. **Status Reports.** Three brief status reports will be submitted by email to COUNTY Project Manager at specified intervals that will include number of plots completed, challenges, tortoises encountered, progress of crews, bloom characteristics, etc. Reports will be submitted as follows: after each crew has

completed two plots, after 50 percent of data collection is complete, and following the completion of data collection.

- f. **Work Plan.** This plan will identify specific actions that include survey dates, survey hours, plot assignment schedule, data quality assurance and quality control (QA/QC) protocol, and photo management procedures needed to implement the Project according to a Milestone/Deliverable/ Invoicing Schedule table that will be developed upon contract award. The Work Plan will also describe contingency plans for handling schedule slips, GPS errors, vehicle, weather, and personnel issues.
- g. **Data Management Plan.** This plan will be submitted using the guidelines provided in the Data Management Guidelines document titled "DCP Data Management Guidelines" located on the following website: <http://www.clarkcountynv.gov/depts/dcp/pages/ProjectHandbook.aspx>. This plan will include a description of quality assurance and quality control (QA/QC) procedures for all data.
- h. **Attend End of Season Debriefing Meeting.** The Project Manager, all field crew members, and data manager(s) will attend a debriefing meeting with COUNTY.
- i. **Receipt Submittal.** Receipts for any and all equipment purchase(s) with an individual purchase price of \$5,000 or more shall be submitted with any invoices. If items are valued at \$5,000 or more but less than \$5,000 of COUNTY funds are used, receipts shall be provided as well as proof of matching funds.
- j. **Final Biennium Progress Summary Report.** This report shall be submitted at the completion of the project. The report format is provided on the following website: <http://www.clarkcountynv.gov/depts/dcp/pages/ProjectHandbook.aspx> document title "DCP Biennium Summary Report Format".
- k. **Annual Project Review Presentation.** If requested, PROPOSER 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. Dates and locations to be determined by COUNTY. The format for the annual project review presentation is an approximately 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 project's progress to date, which you may craft using the materials you have already submitted to the Desert Conservation Program in 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 presentation materials will be provided to COUNTY prior to the start of the presentation.

- I. **Data Submittals.** PROPOSER will submit data to COUNTY in congruence with the status reports. All data shall be verified based on QA/QC procedures. Data from paper data sheets shall be entered into an Excel spreadsheet and then converted to an Access database provided by COUNTY. Data sheets shall be scanned to .pdf format at no less than 300 dots per inch resolution. All images will be downloaded and stored in .jpg file format. GPS data shall be differentially corrected and verified based on QA/QC procedures and converted into Shapefiles. Each field day's files shall be organized by crew for each field day.

- m. **Final Data Deliverable.** PROPOSER will mail or hand-deliver a DVD or Flash Drive containing all compiled data. The data files consisting of Covariate Database (Excel), Access database, scanned paper data sheets, and digital images, shall be compressed into a single (.zip) file per day. Original paper data sheets and compiled Shapefiles with metadata shall also be submitted

- n. **Final Project Report.** This report will be submitted at the completion of the Project in coordination with the COUNTY's Project Manager and shall be submitted in the format provided in "DCP Final Report Format", located on the following website:
<http://www.clarkcountynv.gov/depts/dcp/pages/ProjectHandbook.aspx> document title "DCP Final Report Format". The Report shall include the challenges and successes of the project and topics raised at the debriefing meeting.

- 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".

VIII: Document Submittal

All deliverables must be submitted via email to: dcp@clarkcountynv.gov unless otherwise specified in Section C, Description of Schedule, Milestones, and Deliverables of this Scope of Work.

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, PROPOSER shall contact COUNTY Project Manager to determine if the software is acceptable and if the document can be submitted via email.

All deliverables must be accompanied by a Deliverable Transmittal Form (DTF). PROPOSER shall complete the 'Contractor/Agency section' of the DTF. The form may be found at the link below under document title: "DCP Deliverable Transmittal Form". <http://www.clarkcountynv.gov/depts/dcp/pages/ProjectHandbook.aspx>

If unable to submit deliverables via email, submit them via U.S. mail or commercial courier or parcel service. Please send only one deliverable per disk and 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 shall 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

IX: Periodic Project Status Meetings and Reports

Periodic project meetings are required throughout the term of the project as determined by COUNTY Project Manager. Required attendees will be COUNTY Project Manager and PROPOSER'S Project Manager. If unable to attend, an alternate is required. Other attendees may be invited as needed. Additionally, COUNTY Project Manager may request written or oral reports throughout the term of the project.

X: Invoicing Schedule and Requirements

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

It is the responsibility of PROPOSER to ensure all deliverables for the invoice period have been delivered and accepted and all milestones have been completed before submitting an invoice. PROPOSER 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 PROPOSER fails to provide the following information required on each invoice:

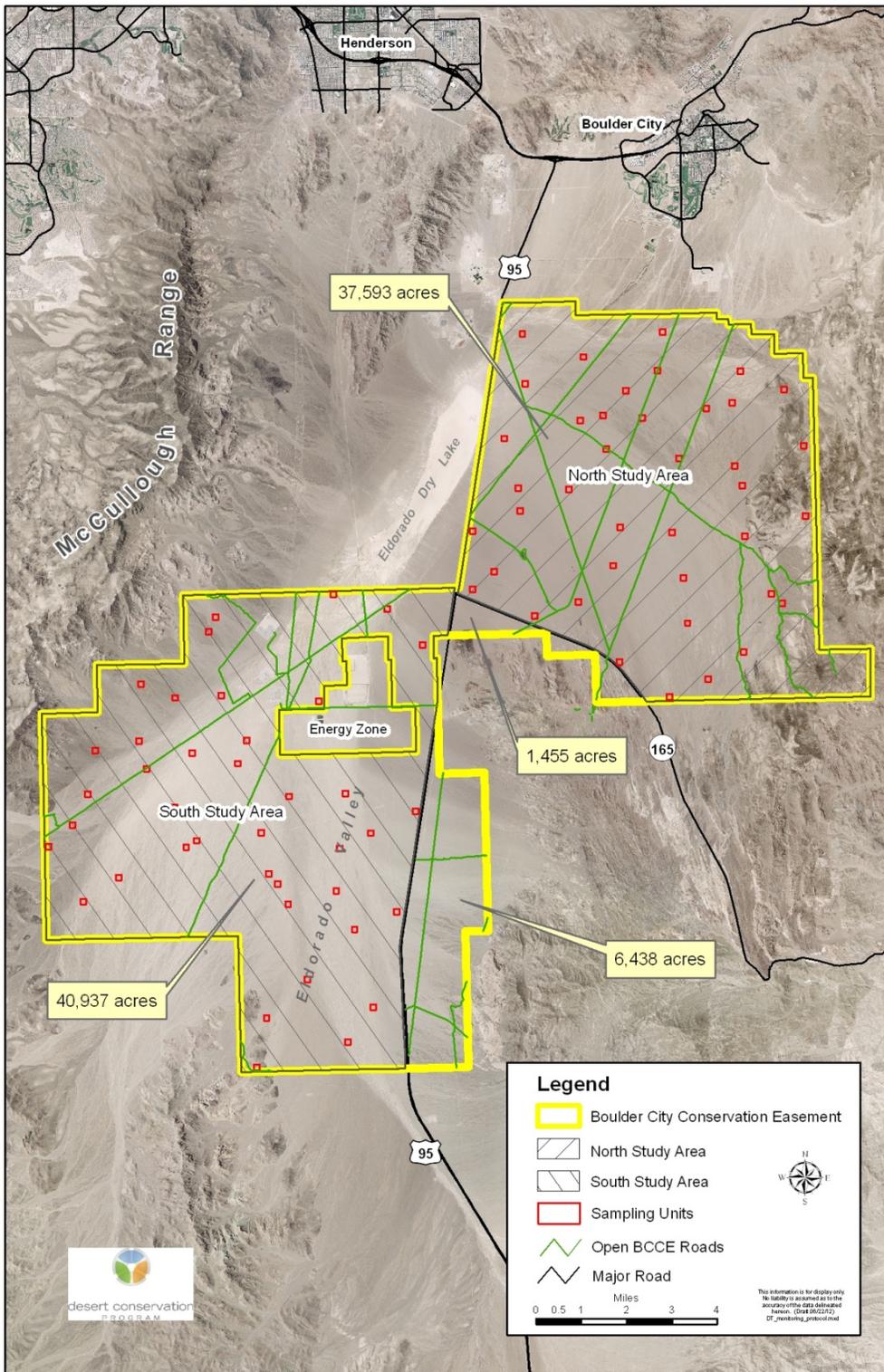
- a. The Title of the Project as stated in this Scope of Work, Project Number, Deliverable and/or Milestone Number being invoiced, Purchase Order Number, the Invoice Date, the Invoice Period, the Invoice Number, and the Payment Address.
- b. A "BUDGET SUMMARY COMPARISON" form, which outlines the total amount PROPOSER 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

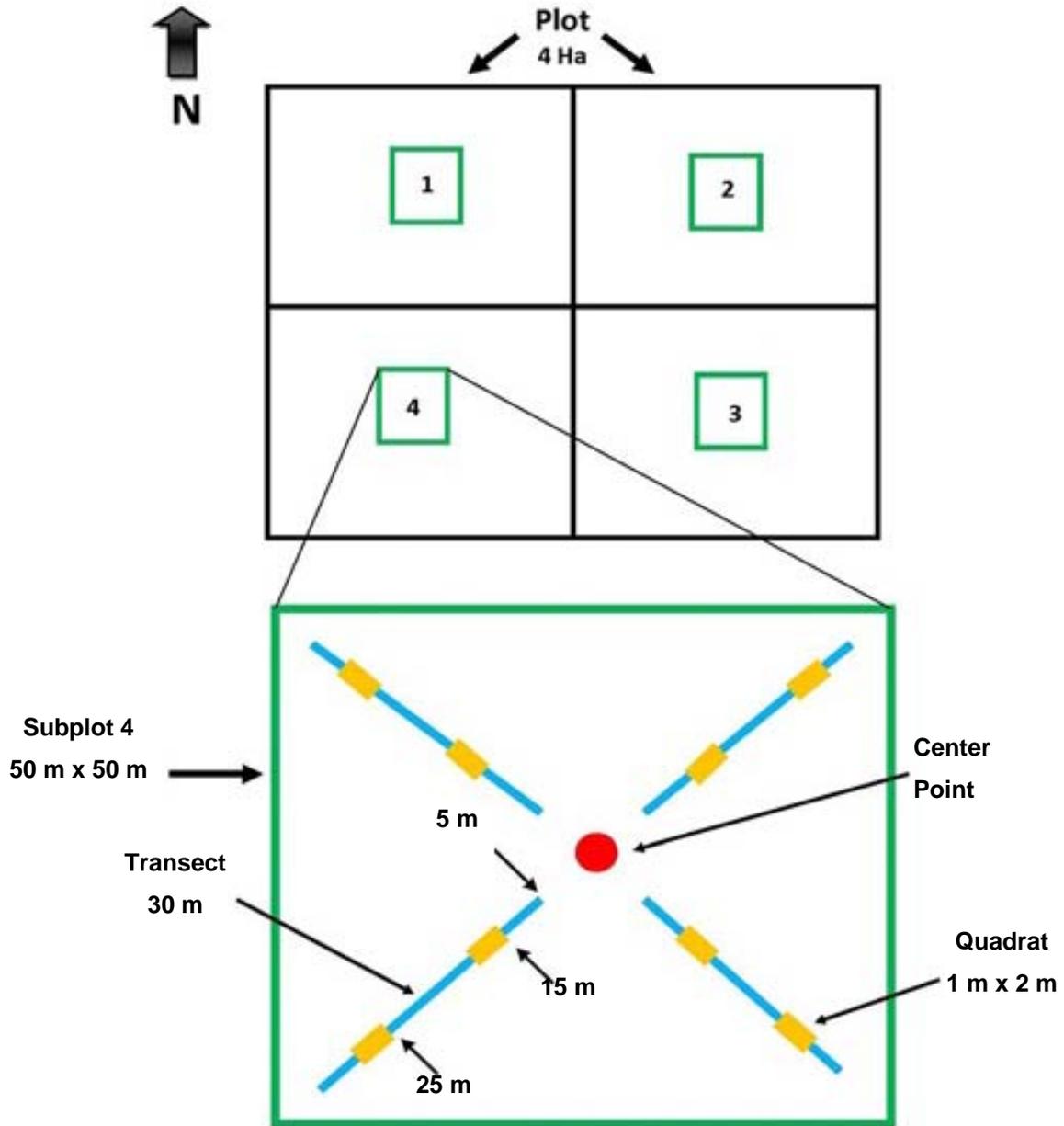
Appendix 1

Desert Tortoise Vegetation Sampling Locations at the Boulder City Conservation Easement



Appendix 2

Layout of sampling locations within a subplot (not to scale).



Appendix 3
Project Methods

A. Conduct Preliminary Site Visits to Determine Sampling Season

PROPOSER's lead botanist shall conduct periodic site visits to the BCCE to help determine the start of the monitoring season. The start of field work will be agreed upon by both COUNTY and PROPOSER based on status of annual and perennial blooming period observed during these site visits.

B. Align Transects, and Quadrats

The field crew will locate (based on GPS coordinates provided) the center permanent stake of each subplot within each of the 80, four-hectare sample plots. Appendix 2 shows the layout of a sample plot. The subplots are each one hectare in size and numbered clockwise 1 through 4 from the northwest corner of the plot (**Appendix 2**). COUNTY will provide GPS coordinates for the center points of subplots. The spatial coordinates of the permanent stake location will be recorded on the data sheet as described below.

The coordinate values estimated by the GPS unit shall be recorded directly onto the field data sheet provided, and a point collected in the GPS, logging a minimum of 20 positions per point feature (location). Spatial data shall be recorded in UTM zone 11 projection and NAD83 datum.

Starting at the subplot center point, using a compass calibrated to magnetic north, the field crew will align four, 30-meter transects radiating toward the corners of the subplot at 45, 135, 225, and 315 degrees. There are 4 transects per subplot, for a total of 16 transects per plot, and 1,280 total transects for the Project. Data collection will start at the 5 meter mark.

Two quadrats will be aligned along each 30-meter transect. Each quadrat is one meter by two meters in size and subdivided creating a 10 by 10 grid (**Appendix 6**). Quadrats will be placed at the 15-meter and 25-meter marks along the transect. There will be eight quadrats per subplot, for a total of 32 quadrats per plot, and 2,560 total quadrats for the Project.

C. Transect Photographs

Digital photographs shall be taken of each transect using a digital camera with a minimum of eight megapixel capacity. Mobile phone cameras will not be acceptable. A GPS location point shall be recorded for each image and an entry shall be made in a photo log provided by COUNTY. The purpose of the transect image is to provide documentation of the vegetation in each subplot. The photographer stands at the center of each subplot before data is collected, with the camera held at the height of approximately 1.5 meters from the ground surface. The image shall be of the vertical (portrait) view with the transect line bisecting the frame with one member of the field crew standing at the end of the 30 meter transect at the top of the frame. At the PROPOSER's discretion additional images along with GPS coordinates may be taken of observations of rare and unique species, examples of biodiversity, trespass roads within a subplot, and tortoises.

D. Ephemeral Plant Species Richness and Cover within Quadrats

The field crew will measure the species richness and cover of ephemeral species (grasses and forbs) in 2 quadrats (1 meter by 2 meters each) located along the 30-meter transects. The quadrats will be placed at 15-meter and 25-meter locations along the 30-meter line transect, with the quadrat spanning from 15 to 17 meters and 25 to 27 meters. The longer side of the quadrat will parallel the line transect, with the line transect bisecting the quadrat, which results in 1/2-meter of the shorter side of the quadrat on each side of the line transect.

Ephemeral species are defined as any herbaceous species that appear above ground for only part of a growing season. This includes both perennials and annuals. This definition does not include any woody species that are present throughout the year. Ephemeral is designated based on USDA use of growth habit terms: subshrub/shrub is defined as shrub and subshrub/forb is defined as forb (ephemeral).

All ephemeral plant species will be identified within each quadrat. To help with the identification of non-flowering species within the quadrat, flowering individuals of the species will be sought out in the immediate area by the field crew. If the species cannot be identified using Jepson or other field guides, the species will be assigned an unknown number and described by the visible vegetative components and photographed. A minimum of four photos will be taken with a measurement tool. Examples of photos include: flower and/or fruit, leaf arrangement, leaf shape, whole plant, and any distinguishing characteristics. The unknown plant will be identified by the unknown number throughout the project. If the plant is later identified the unknown number will be retired and all entries will be changed to the proper identification.

Cover will be visually estimated as a percentage for each species and growth habit listed on datasheet. Each individual shall only be counted if 50 percent or more of the individual falls within the quadrat. Dead ephemerals and grasses are not used in cover estimates, but the species should be recorded on the datasheet.

E. Data Verification, Validation, and Management

Data verification ensures that all required data have been collected and recorded. At the end of each field day the field crews shall review all data sheets and the photo log, checking data while field crew memories are most accurate. A notation shall be made on the field data sheets of any corrections.

PROPOSER shall enter the field data in an Excel spreadsheet (.xls) file format (the Covariates Database) and review the completed spreadsheet after entry of each day's data to ensure that all data have been collected and entered correctly. PROPOSER shall check for transcription errors daily. One spreadsheet file shall be created for each day's data. The digital images for each day shall be downloaded to a local computer by PROPOSER, and in .jpg file format. Paper field data sheets shall be scanned at 300 dpi resolution and saved in Adobe Acrobat (.pdf) file format according to the file naming convention described below.

All digital files shall be named following the COUNTY'S naming convention, which will be provided following contract award.

Data Sheets: The paper copy field data sheets from each survey day shall be scanned, compiled into one .pdf file, and named according to the naming convention provided by the COUNTY. Paper data sheets may be substituted with another format if approved by the COUNTY.

Images – Transects: Digital images taken during a survey day shall be identified by plot, subplot, and transect compass direction. One photo of each transect shall be named according to the naming convention provided by the COUNTY.

Images – Observations: Only one photo of a transect is required as described above. Any additional photos shall have an observation number and GPS coordinates associated with the images. Observation photos can be of unique or rare plants, examples of biodiversity, trespass roads within a subplot, wildlife, geologic features, etc. These images shall be named according to the naming convention provided by the COUNTY.

The data files (Covariate Database, data sheet scans, digital images) for a complete field day from the Field Data Collection Team(s) shall be saved as a single compressed (.zip) file per day and uploaded to an file transfer protocol (FTP) site maintained by the Field Collection Team as specified by the COUNTY. The Access database shall be cumulative and updated each day. Paper field data sheets shall be delivered to the COUNTY in the final data deliverable.

F. Maintenance and Calibration of Equipment

The PROPOSER shall maintain all field equipment in perfect working condition and ensure the GPS unit and camera time stamps are synchronized and have a full or adequate charge for each day in the field. The field crews' camera clocks shall be synchronized each morning with the date and time of the crew's GPS receiver to assist with data verification.

G. Data Collection for Tortoises Encountered

Special precaution shall be provided to avoid disturbance of all plant and wildlife while on the BCCE. This project provides no authorization for "take" of desert tortoises. The intent of this project is not to look for tortoises, but if the field crew observes a desert tortoise on the BCCE while walking to plots or sampling transects, the crews are to maintain sufficient distance from the tortoise so as not to disturb it. From a safe distance, the field crew should record the following data on the data sheet, if possible:

- General GPS location (required)
- Tag Data (if possible to see, binoculars may be used)
 - Tag number
 - Tag color
 - No tag or unreadable tag
- Transmitter present (yes/no)

- Visual estimation of tortoise midline carapace length (MCL)

H. Priority Species Observations

Any incidental occurrences of the species listed in Appendix 4 shall have the following recorded:

- GPS location
- Photographs of the species with a measurement tool should include, if possible: flower and/or fruit, leaf arrangement, leaf shape, whole plant, and any other distinguishing characteristics
- Number of individuals
- Disease presence

PROPOSER is not authorized to “pick” or remove any priority species from the BCCE for this project.

Appendix 4

Potential Incidental Priority Species List

Common Name	Latin	USDA Code
sticky ringstem	<i>Anulocaulis leiosolenus</i>	ANLE5
Las Vegas bearpoppy	<i>Arctomecon californica</i>	ARCA4
white bearpoppy	<i>Arctomecon merriamii</i>	ARME2
threecorner milkvetch	<i>Astragalus geyeri</i> var. <i>triquetrus</i>	ASGET
straw milkvetch	<i>Astragalus lentiginosus</i> var. <i>stramineus</i>	ASLES6
halfring milkvetch	<i>Astragalus mohavensis</i> var. <i>hemigyus</i>	ASMOH
Mokiak milkvetch	<i>Astragalus mokiensis</i>	ASMO6
alkali mariposa lily	<i>Calochortus striatus</i>	CAST2
Blue Diamond cholla	<i>Cylindropuntia multigeniculata</i>	CYMU11
silverleaf sunray	<i>Enceliopsis argophylla</i>	ENAR
Las Vegas buckwheat	<i>Eriogonum corymbosum</i> var. <i>nilesii</i>	ERCON
sticky buckwheat	<i>Eriogonum viscidulum</i>	ERV17
polished blazingstar	<i>Mentzelia polita</i>	MEPO2
Beaver Dam breadroot	<i>Pediomelum castoreum</i>	PECA24
white margined beardtongue	<i>Penstemon albomarginatus</i>	PEAL3
yellow twotone beardtongue	<i>Penstemon bicolor</i> ssp. <i>bicolor</i>	PEBIB2
rosy twotone beardtongue	<i>Penstemon bicolor</i> ssp. <i>roseus</i>	PEBIR
Clarke phacelia	<i>Phacelia filiae</i>	-
Parish phacelia	<i>Phacelia parishii</i>	PHPA2

Appendix 5
 Unknown Plant Species Data Sheet

Unknown Plant Data Sheet									
<i>Unknown Code</i>	<i>Date</i>	<i>Growth Habit</i>	<i>Fruit/Flower</i>	<i>Stem</i>	<i>Leaf</i>	<i>additional comments</i>	<i>Plot_Subplot</i>	<i>Family, Genus, identified to</i>	<i>Photos</i>
UNK01	8/27/2014	Annual Forb	No fruit; 5 blue petals with 5 sepals	Dense hairs	Basal rosette. Smooth clasping leaves extend up the stem.	Has a musky scent	BC_N_001_1	NA	Y

Appendix 6

Image of quadrat grid provided by Knight and Leavitt Associates, Inc.

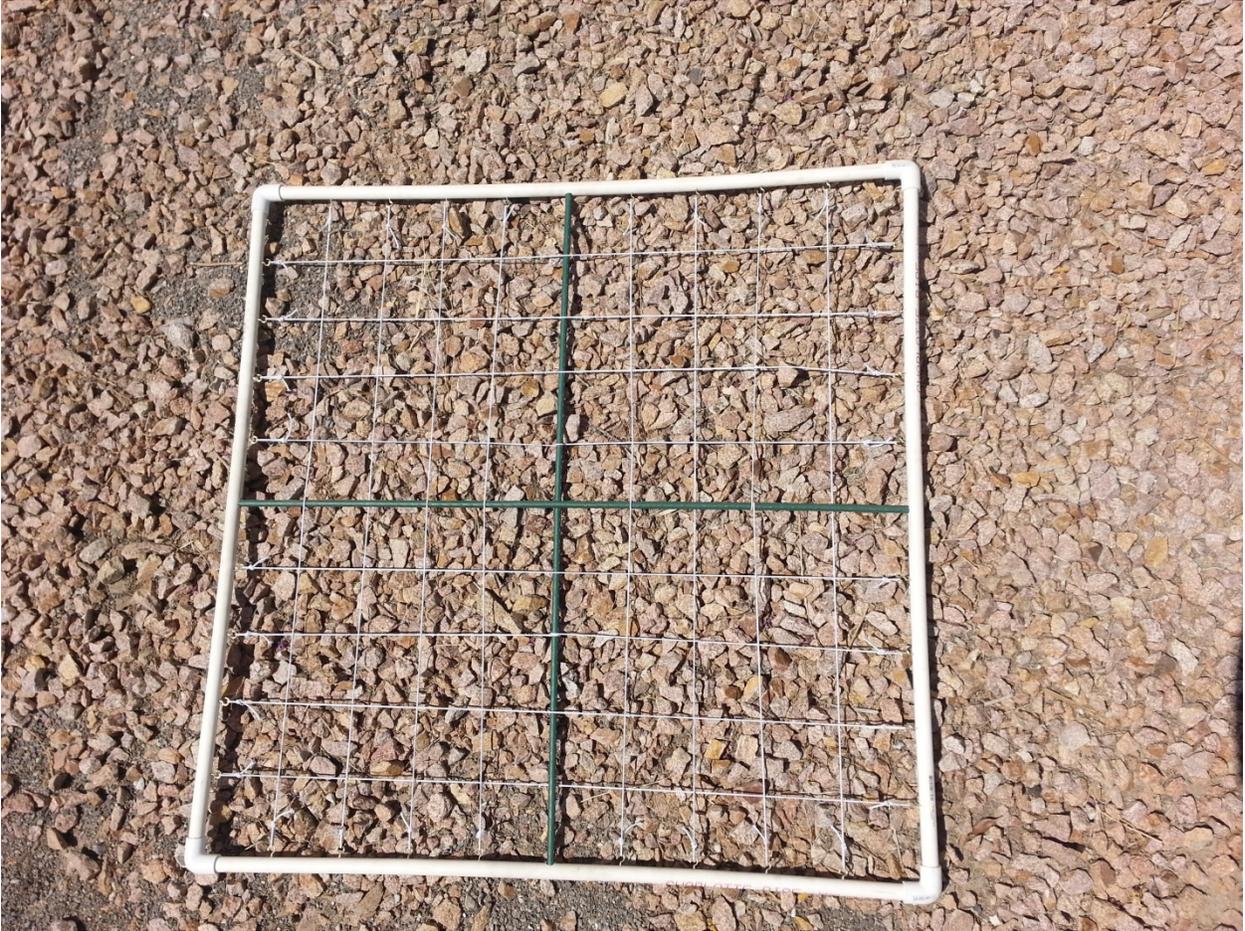


EXHIBIT B
VEGETATION DATA FOR DESERT TORTOISE
OCCUPANCY COVARIATE MONITORING PROJECT
INSURANCE REQUIREMENTS

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

- A. **Format/Time:** ASK TYPE 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. ASK TYPE'S insurance shall be primary as respects COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** ASK TYPE'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically ASK TYPE'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, ASK TYPE 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, ASK TYPE 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 ASK TYPE and **any auto** used for the performance of services under this Contract.
- I. **Professional Liability:** ASK TYPE 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:** ASK TYPE 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 ASK TYPE that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that ASK TYPE 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 ASK TYPE fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order ASK TYPE to stop the work, declare ASK TYPE 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 ASK TYPE or deduct the amount paid from any sums due ASK TYPE under this Contract.
- L. **Additional Insurance:** ASK TYPE is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages:** ASK TYPE is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by ASK TYPE, their subcontractors or anyone employed, directed or supervised by ASK TYPE.
- N. **Cost:** ASK TYPE 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 **ASK TYPE'S** Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. **ASK TYPE'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 INSUREDS 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. 603459-14, entitled VEGETATION DATA FOR DESERT TORTOISE OCCUPANCY COVARIATE MONITORING PROJECT;
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