ADMINISTRATIVE SERVICES DEPARTMENT
Purchasing and Contracts Division

CONFIRMATION FORM
for
RECEIPT OF RFP NO. 603770-15

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

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

SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:

PROJECT NO. RFP NO. 603770-15 RFP PAGES: 35

DESCRIPTION: DESERT CONSERVATION PROGRAM BRANDING PROJECT

SUPPLIER MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name:_____

Company Address:_____

City / State / Zip:_____

Name / Title:_____

Area Code/Phone Number:_____

Area Code/Fax Number:_____

Email Address:_____

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

TYPE or PRINT CLEARLY

CLARK COUNTY, NEVADA
REQUEST FOR PROPOSAL

RFP NO. 603770-15
DESERT CONSERVATION PROGRAM BRANDING 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. 603770 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 **AUGUST 10, 2015** 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 A. Wimmer**, **Purchasing Analyst II**, at (702) 455-**4476** no later than **WEDNESDAY**, **AUGUST 5, 2015**, 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 **AUGUST 27, 2015** 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
JULY 24, 2015

GENERAL CONDITIONS

RFP NO. 603770-15
DESERT CONSERVATION PROGRAM BRANDING 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

COUNTY is soliciting proposals for Clark County Desert Conservation Program for Desert Conservation Program Branding Project.

3. SCOPE OF PROJECT

This request is for the development of an overall marketing and branding strategy, development of work templates, methods of increasing awareness of the Mojave Max program and its connection to the Department of Comprehensive Planning and to help the County implement its goals.

4. DESIGNATED CONTACTS

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

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: August 10, 2015, 9:00 a.m. Pacific, Gold Conference Room
Last Day to Ask Questions: August 18, 2015
Last Day County Will Provide Addendum: August 21, 2015
Proposal Due Date: August 27, 2015, 3:00:00 p.m. Pacific
Finalists Selection: September 2015
Finalists Oral Presentations: September 2015, if requested by County
Final PROPOSER Selection: September/October 2015
Contract Negotiations: September 2015
Award & Approval of the Final Contract(s): September/October 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 MANAGER 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 25 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	U.S. Mail Delivery	Express Delivery
Clark County Government Center Purchasing and Contracts Division 500 South Grand Central Parkway, 4th Fl Las Vegas, Nevada 89106	Clark County Government Center Attn: Purchasing and Contracts, 4th Fl 500 South Grand Central Parkway P.O. Box 551217 Las Vegas, Nevada 89155-1217	Clark County Government Center Attn: Purchasing and Contracts, 4th Fl 500 South Grand Central Parkway Las Vegas, Nevada 89106

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

9. WITHDRAWAL OF PROPOSAL

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

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

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

10. REJECTION OF PROPOSAL

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

11. PROPOSAL COSTS

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

12. ALTERNATE PROPOSALS

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

13. ADDENDA AND INTERPRETATIONS

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

14. PUBLIC RECORDS

COUNTY is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under that law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by COUNTY may not be disclosed until the proposal is recommended for award of a contract. PROPOSER(S) are advised that once a proposal is received by COUNTY, its contents will become a public record and nothing contained in the proposal will be deemed to be

confidential except proprietary information. PROPOSER(S) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information.

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

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

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

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

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

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

15. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

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

16. COLLUSION AND ADVANCE DISCLOSURES

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

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

17. CONTRACT

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

18. BUSINESS LICENSE REQUIREMENTS

CLARK COUNTY BUSINESS LICENSE / REGISTRATION

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

A. Clark County Business License is Required if:

i. A business is physically located in unincorporated Clark County, Nevada.

ii. The work to be performed is located in unincorporated Clark County, Nevada.

B. Register as a Limited Vendor Business Registration if:

i. A business is physically located outside of unincorporated Clark County, Nevada.

ii. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your firm. It is located at the Clark County Government Center, 500 South Grand

Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4253 or toll free at (800) 328-4813.

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

19. EVALUATION CRITERIA

Proposals should contain the following information:

A. **Organizational Information (not to exceed three pages)**

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 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.

iv. 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.

v. Complete and submit the attached Disclosure of Ownership/Principals form.

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

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 provided on-site).

viii. Indicate if your firm has an office in Clark County and the year it was established, if any.

ix. List any other factor known to PROPOSER that could materially impair the ability of PROPOSER to carry out its duties and obligations under this Contract or that could materially affect COUNTY'S decision.

B. **Firm Experience (not to exceed five pages)**

i. Please provide an organizational chart of the staff that will be assigned to this project.

ii. Include a brief resume of all similar projects your firm has performed for the past 5 years. Each project listed shall include the name and phone number of a contact person for the project for review purposes. This section shall include documentation of the PROPOSER'S history of adherence to budget and schedule constraints.

C. **Staff Experience and Qualifications (not to exceed ten pages)**

i. Indicate the present workload of the key project staff to demonstrate your ability to devote sufficient time to meet the project goals.

ii. Project Manager's Experience and Qualifications (not to exceed four pages). PROPOSER shall include the project manager's professional resume. The resume should describe the qualifications and experience the proposed project manager has with managing similar projects. Include any professional training, degrees, and/or relevant experience including experience managing other marketing and strategy development projects.

iii. Graphics Designer (not to exceed two pages). PROPOSER shall include the graphics designer's resume. The resume should describe the qualifications and experience the graphics designer has with similar projects.

iv. Other Key Staff (not to exceed three pages). PROPOSER shall include a brief summary of the qualifications and experience of other key staff that will be assigned to this project. For each key staff member identified in this section, list 3 to 5 similar projects that they have worked on and the staff member's role and/or level of involvement in that project.

D. **Description of Proposed Project (not to exceed five pages)**

i. Describe in more detail the PROPOSER's approach to the project. Include a preliminary project plan that includes: PROPOSER's concept of the project including proposed services and details; any assumptions; and any constraints.

ii. Proposed schedule including tasks, deliverables, dates for completion, COUNTY and PROPOSER resource assignments, critical path tasks, and COUNTY'S review cycles.

E. **Project Fee (not to exceed two pages)**

PROPOSER shall submit their fee structure for the services described in this RFP. Fees shall be broken down according to the milestones and deliverables outlined in the RFP scope of work and should be inclusive of all costs.

F. **Proposal Review Criteria**

All responses to this RFP shall be evaluated on a point scale out of a total 132 points. Sections will be scored as follows:

- Organizational Information: 10 points
- Firm Experience: 20 points
- Staff Experience and Qualifications: 43 points
- Description of Proposed Project and Work Plan: 39 points
- Project Fee: 20 points

SAMPLE

CLARK COUNTY, NEVADA

CONTRACT FOR DESERT CONSERVATION PROGRAM BRANDING PROJECT RFP NO. 603770-15

//ENTER COMPANY NAME//
NAME OF FIRM
//Enter Designated Contact Name//
DESIGNATED CONTACT, NAME AND PROJECT (Please type or print)
//Enter Street Address// //City, State and Zip Code//
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
//Enter Email Address//
E-MAIL ADDRESS

DESERT CONSERVATION PROGRAM BRANDING PROJECT

This Contract (herein after referred to as CONTRACT) is entered into on this ##XX day of Enter Month 20XX, by and between CLARK COUNTY, administered by the Clark County Department of Comprehensive Planning, (herein after referred to as COUNTY), a political subdivision of the State of Nevada, and //LEGAL NAME// (hereinafter referred to as CONSULTANT), a public CONSULTANT, for Desert Conservation Program Branding Project (herein after referred to as PROJECT).

W I T N E S S E T H:

WHEREAS, COUNTY is required to approve and implement conservation actions and activities within Clark County, Nevada over the thirty year term of the Multiple Species Habitat Conservation Plan (MSHCP) Permit #TE034927-0, effective February 1, 2001 accessible on the following website: http://www.clarkcountynv.gov/Depts/dcp/Pages/GuidingDocuments.aspx.

WHEREAS, CONSULTANT has the personnel and resources necessary to accomplish the PROJECT within the required schedule and in the firm fixed amount of $ENTER AMT including all travel, lodging, meals, equipment and miscellaneous expenses.

WHEREAS, CONSULTANT 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.

" WHEREAS, the sources of funds necessary to pay for the actions and activities described in Exhibit A, Scope of Work are generated from mitigation fees collected pursuant to Section 10 of the Endangered Species Act (Section 10 Funds) and Section 2.8 of the MSHCP (2000) accessible on the following website: http://www.clarkcountynv.gov/depts/dcp/pages/CurrentHCP.aspx.

NOW, THEREFORE, COUNTY and CONSULTANT agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain CONSULTANT for the period from //ENTER DATE// through //ENTER DATE//, with the option to renew for Options, Enter Term-year periods subject to the provisions of Sections V and VII herein. During this period, CONSULTANT 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: RESPONSIBILITY OF CONSULTANT

A. It is understood that in the performance of the services herein provided for, CONSULTANT 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, CONSULTANT has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by CONSULTANT in the performance of the services hereunder. CONSULTANT 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. In accordance with the Immigration Reform and Control Act of 1986, CONSULTANT agrees that it will not employ unauthorized aliens in the performance of this Contract.

C. CONSULTANT acknowledges that the COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. CONSULTANT 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 expression, age, disability, national origin, or any other protected status, the COUNTY may declare the CONSULTANT in breach of the Contract, terminate the Contract, and designate the CONSULTANT as non-responsible.

D. CONSULTANT acknowledges that CONSULTANT and any subcontractors, agents or employees employed by CONSULTANT shall not, under any circumstances, be considered employees of 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 CONSULTANT or any of its officers, employees or other agents.

E. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by CONSULTANT, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, CONSULTANT shall follow practices consistent with generally accepted professional and technical standards.

F. It shall be the duty of CONSULTANT 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. CONSULTANT shall not produce a work product, which violates or infringes on any copyright or patent rights. CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by COUNTY of any products or services furnished by CONSULTANT shall not in any way relieve CONSULTANT of responsibility for the professional and technical accuracy and adequacy of its work. COUNTY's review, approval, acceptance, or payment for any of CONSULTANT'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 CONSULTANT shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by CONSULTANT'S performance or failures to perform under this Contract.

G. CONSULTANT shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Contract shall be performed by the Project Manager, or by CONSULTANT'S associates and employees under the personal supervision of the Project Manager. Should the Project Manager, or any employee of CONSULTANT be unable to complete his or her responsibility for any reason, CONSULTANT must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If CONSULTANT fails to make a required replacement within 30 days, COUNTY may terminate this Contract for default.

H. CONSULTANT 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.

I. CONSULTANT shall follow COUNTY's standard procedures as followed by COUNTY's staff in regard to programming changes; testing; change control; and other similar activities.

J. CONSULTANT 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 COUNTY.

K. CONSULTANT agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract award by the Board of County Commissioners.

L. 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 III: RESPONSIBILITY OF COUNTY

A. COUNTY agrees that its officers and employees will cooperate with CONSULTANT in the performance of services under this Contract and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with their other responsibilities.

B. The services performed by CONSULTANT under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY's representative, (ADD DCP CONTRACT MANAGER NAME, TITLE, TELEPHONE), or the Director of Department of Comprehensive Planning's designee. COUNTY may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform CONSULTANT by written notice before the effective date of each such delegation.

C. The review comments of COUNTY may be reported in writing as needed to CONSULTANT. It is understood that COUNTY will review comments do not relieve CONSULTANT from the responsibility for the professional and technical accuracy of all work delivered under this Contract.

D. COUNTY will, without charge, furnish to or make available for examination or use by CONSULTANT as it may request, any data which COUNTY has available, including as examples only and not as a limitation:

1. Copies of reports, surveys, records, and other pertinent documents
2. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Contract. CONSULTANT shall return any original data provided by COUNTY.

E. COUNTY will assist CONSULTANT in obtaining data on documents from public officers or agencies, and from private citizens and business firms, whenever such material is necessary for the completion of the services specified by this Contract.

F. CONSULTANT shall 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 CONSULTANT.

SECTION IV: SCOPE OF WORK

CONSULTANT shall provide goods and/or services set forth in Exhibit A, Scope of Work attached hereto as project actions.

SECTION V: CHANGES TO SCOPE OF WORK

A. COUNTY may at any time, by written order and with the written consent of CONSULTANT, make changes to the Exhibit A, Scope of Work of this Contract. Requests for changes to the Exhibit A, Scope of Work made by CONSULTANT must be made in writing and adhere to COUNTY procedures, accessible on the following website:

http://www.clarkcountynv.gov/depts/dcp/pages/ProjectHandbook.aspx

Requests are subject to approval by COUNTY. If approved, these changes will be incorporated into this Contract through a written amendment.

B. No services for which an additional compensation will be charged by CONSULTANT shall be furnished without the written authorization of COUNTY.

SECTION VI: PRICE, PAYMENT, AND SUBMISSION OF INVOICE

A. COUNTY agrees to pay CONSULTANT for the performance of services described in Exhibit A, Scope of Work, up to the firm fixed amount of $PROJECT AMOUNT including all travel, lodging, meals, equipment and miscellaneous expenses.

B. CONSULTANT shall be entitled to periodic payments for work completed in accordance with the completion of tasks indicated in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.

C. Payments

1. COUNTY, at its discretion, may not approve or issue payment on invoices if CONSULTANT fails to provide the following information required on each invoice:
   a. The title of the project as stated in Exhibit A, Scope of Work, COUNTY's Contract Number, Project Number, Purchase Order Number, the Invoice Date, the Invoice Period, the Invoice Number, the Payment Address, and the Funding Source.
   b. A "BUDGET SUMMARY COMPARISON", which outlines the total amount CONSULTANT was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.
2. CONSULTANT shall be entitled to progress payments in accordance with the completion of tasks indicated in Exhibit A, Scope of Work.
3. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by COUNTY.
4. COUNTY will notify CONSULTANT in writing within fourteen (14) calendar days of any disputed amount included on the invoice. Upon receipt of an acceptable invoice, COUNTY will make payment of the undisputed amount in accordance with paragraph C.3, above. Upon resolution of the disputed amount by COUNTY and CONSULTANT, payment will be made in accordance with paragraph C.3, above.
5. No penalty will be imposed on COUNTY if COUNTY fails to pay CONSULTANT within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period. In the event that legal action is taken by COUNTY or CONSULTANT based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY available unencumbered budgeted appropriations for the PROJECT.
6. COUNTY will subtract from any payment made to CONSULTANT all damages, costs and expenses caused by CONSULTANT'S negligence, resulting from or arising out of errors or omissions in CONSULTANT'S work products, which have not been previously paid to CONSULTANT.

7. Invoices shall 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
   500 South Grand Central Parkway
   Las Vegas, NV 89106

8. CONSULTANT shall submit an invoice within thirty (30) calendar days after the end of each calendar quarter in which CONSULTANT performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work, unless COUNTY and CONSULTANT agree upon a different timetable in writing. However, without exception, CONSULTANT shall submit any and all invoices within six (6) months from the date CONSULTANT performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A**,** Scope of Work.

9. COUNTY will provide payment within thirty (30) calendar days after receipt of an acceptable invoice including required documentation. Upon request by COUNTY, CONSULTANT shall provide justification of expenses within thirty (30) calendar days. COUNTY shall not provide payment on any invoice CONSULTANT submits after six (6) months from the date CONSULTANT performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.

10. CONSULTANT must notify COUNTY in writing of any changes to CONSULTANT's remit payment address or other pertinent information that may affect issuance of payment, and allow thirty (30) calendar days for the change to be processed.

D. <u>COUNTY's Fiscal Limitations</u>

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 this section.

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 CONSULTANT.

<u>SECTION VII: SUBCONTRACTOR</u>

A. Services specified by this Contract shall not be subcontracted by CONSULTANT, without prior written approval of COUNTY.

B. Approval by COUNTY of CONSULTANT'S request to subcontract or acceptance of or payment for subcontracted work by COUNTY shall not in any way relieve CONSULTANT of responsibility for the professional and technical accuracy and adequacy of the work. CONSULTANT shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by CONSULTANT'S subcontractor or its sub-subcontractor.

C. The compensation due under Section VI shall not be affected by COUNTY's approval of CONSULTANT'S request to subcontract.

SECTION VIII: MISCELLANEOUS PROVISIONS

A. Time Schedule

1. Time is of the essence for this Contract.
2. CONSULTANT shall complete the PROJECT in accordance with the Milestone/Deliverable/Invoicing Schedule Table.
3. If CONSULTANT'S performance of services is delayed or if CONSULTANT's sequence of tasks is changed, CONSULTANT shall notify COUNTY 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.

B. Suspension

COUNTY may suspend performance by CONSULTANT under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to CONSULTANT at least ten (10) working days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY will pay CONSULTANT its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. CONSULTANT 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 CONSULTANT for any cause other than the error or omission of CONSULTANT, for an aggregate period in excess of thirty (30) days, CONSULTANT shall be entitled to an equitable adjustment of the compensation payable to CONSULTANT under this Contract to reimburse CONSULTANT for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

C. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure 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 thirty (30) calendar days written notice of intent to terminate; and
   b. An opportunity for consultation with the terminating party prior to termination.
2. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after CONSULTANT is given not less than thirty (30) calendar days written notice of intent to terminate.
3. If termination for default is effected by COUNTY, COUNTY will pay CONSULTANT that portion of the compensation which has been earned as of the effective date of termination but:
   a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
   b. Any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of CONSULTANT'S default.
4. If termination is for COUNTY's convenience, COUNTY will pay CONSULTANT 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.

5. Upon receipt or delivery by CONSULTANT of a termination notice, CONSULTANT shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY, copies of all deliverables as provided in Exhibit A, Scope of Work.
6. Upon termination, COUNTY may take over the work and prosecute the same to completion by contract with another party or otherwise. In the event CONSULTANT shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of CONSULTANT assigned to the performance of this Contract.
7. If after termination for failure of CONSULTANT to fulfill contractual obligations it is determined that CONSULTANT has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
8. The rights and remedies of COUNTY and CONSULTANT provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
9. 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 CONSULTANT'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within CONSULTANT'S control.

D. <u>Gratuities</u>

1. COUNTY may, by written notice to CONSULTANT, 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 CONSULTANT or any agent or representative of CONSULTANT 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 CONSULTANT as it could pursue in the event of a breach of this Contract by CONSULTANT; 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 ten (10) times the costs incurred by CONSULTANT 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.

E. <u>Insurance</u>

1. CONSULTANT shall obtain and maintain the insurance coverages required in Exhibit B, Insurance Requirements, incorporated herein by this reference. CONSULTANT shall comply with the terms and conditions set forth in Exhibit B, Insurance Requirements, and shall include the cost of the insurance coverages in their prices.

2. If CONSULTANT fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order CONSULTANT to stop the work, declare CONSULTANT in breach, suspend or terminate Contract.

F. Indemnity

CONSULTANT 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 CONSULTANT or the employees or agents of CONSULTANT in the performance of this Contract.

G. Subcontractor Information

CONSULTANT 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, Subcontractor Information. The information provided in Exhibit C, Subcontractor Information, by CONSULTANT is for COUNTY's information only.

H. Audits

The performance of this Contract by CONSULTANT is subject to review by COUNTY to ensure contract compliance. CONSULTANT shall provide COUNTY any and all information requested that relates to the performance of this Contract. All requests for information will be in writing to CONSULTANT. 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.

I. Covenant

CONSULTANT 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. CONSULTANT further covenants, to its knowledge and ability that in the performance of said services no person having any such interest shall be employed.

J. Assignment

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

K. Governing Law

Nevada law shall govern the interpretation of this Contract.

L. Confidential Treatment of Information

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

M. Intellectual Property

1. Original work of authorship in any medium, prepared and originated by CONSULTANT as specifically ordered by COUNTY as part of this Contract, shall be the exclusive property of COUNTY and shall be deemed to be works for hire. COUNTY grants to CONSULTANT a

royalty-free perpetual license to copy, use, disclose, and sublicense these items for any lawful purpose without notice to COUNTY.

2. To the extent that the items are deemed not to be works for hire, CONSULTANT assigns to COUNTY all rights, title and interest in the items including works to copyright, and COUNTY grants to CONSULTANT a royalty-free perpetual license to copy, use, disclose, and sublicense the deliverables for any lawful purpose without notice to COUNTY. If such items include items previously developed or copyrighted by CONSULTANT, CONSULTANT hereby grants to COUNTY a royalty-free perpetual license to copy, use, disclose, and sublicense the items for any lawful purpose without notice to CONSULTANT. CONSULTANT warrants that the assignment and/or grant does not infringe upon or violate any trademark, service mark, copyright, patent or other proprietary right of any third party and that CONSULTANT has clear, unencumbered title to the items subject to the assignment and/or grant.

N. ADA Requirements

All work performed or services rendered by CONSULTANT 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.

O. Notice

Except where specifically stated in this Contract, all notices, requests, demands, and other communications (collectively referred to as correspondence), required or permitted pursuant to this Contract shall be made in writing, When sent to CONSULTANT's address described below, correspondence is deemed received immediately if emailed, or within three business days if deposited in the United States mail, first class postage, or commercial carrier:

TO COUNTY: (CONTRACT MANAGER), Desert Conservation Program
Clark County Department of Comprehensive Planning
500 South Grand Central Parkway
Las Vegas, NV 89106
Email: hyg@clarkcountynv.gov

TO CONSULTANT NAME: (CONSULTANT CONTACT AND ADDRESS)
(NOTE OTHER CONSULTANT CONTACT and CONSULTANT BILLING ADDRESS IF THEY REQUIRE DIFFERENT PEOPLE FOR FISCAL ISSUES VS. PROJECT ISSUES)
Email:

P. Equipment

For equipment that may be purchased under this Contract, CONSULTANT shall retain title. For equipment with an individual purchase price of $5,000 (five thousand) or more, the final invoice shall certify the per unit fair market value, including the source or method for determining the value, and the deduction of any remaining value from the final invoice if applicable. In the case of leased equipment, COUNTY requires a copy of the executed lease Contract within thirty (30) calendar days of its inception. The final invoice shall certify that the lease has been terminated and/or lease costs have been transferred to CONSULTANT funding source.

Q. Desert Conservation Program Acknowledgment

COUNTY may require acknowledgement of its support of your activities. COUNTY will notify CONSULTANT in writing of this requirement. The acknowledgement listed in quotation marks below shall be used for all products, publications, presentations, and related media generated in conjunction with the project outlined in Exhibit A, Scope of Work. In instances where use of this statement is not feasible CONSULTANT may adjust the statement or receive a waiver of use, upon written notice to and approval by COUNTY.

"*This work was supported by the Clark County Desert Conservation Program and funded by (ADD: Section 7, Section 10, or Southern Nevada Public Land Management Act) as project # (ADD: project number), to further implement or develop the Clark County Multiple Species Habitat Conservation Plan."*

R. Immigration Reform and Control Act

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

S. Non-Discrimination/Public Funds

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

T. Severability

If any terms or provisions of the Contract shall be found to be illegal or unenforceable, then such term or provisions shall be deemed stricken and the remaining portions of Contract shall remain in full force and effect.

U. Authority

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

V. Title and Risk of Loss

The title and risk of loss of material or service shall not pass to COUNTY until material is delivered to the specific location, quantities are verified, and the material is inspected for damage or service is completed as specified.

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

(CONSULTANT NAME)

By: _____
(AUTHORIZED CONSULTANT REPRESENTATIVE AND TITLE)

Date: _____

CLARK COUNTY, NEVADA

By: _____
YOLANDA T. KING
Chief Financial Officer

Date: _____

APPROVED AS TO FORM:

STEVEN B. WOLFSON, District Attorney

By: _____
CATHERINE JORGENSON
Deputy District Attorney

Date: _____

EXHIBIT A

SCOPE OF WORK

DESERT CONSERVATION PROGRAM BRANDING PROJECT

A. **PROJECT TITLE:** Desert Conservation Program Branding Project

B. **PROJECT NUMBER:** TBD

C. **PROJECT OVERVIEW:**

In accordance with the Clark County Multiple Species Habitat Conservation Plan (MSHCP), the Clark County Desert Conservation Program (DCP) (hereinafter referred to as COUNTY) is tasked with administering a public information and education program. The public information and education program is one of many measures implemented by the COUNTY to minimize and mitigate the impacts of take resulting from private land development activities within Clark County. The purpose of the public information and education program is to spread the message of conservation and responsible desert use throughout the community. Currently, the COUNTY's public information and education program consists of the Mojave Max education program (targeted at elementary school-aged children), the production of handouts and giveaways that contain the messages of the DCP, intermittent media campaigns (print, television, and radio), and staff presence at a variety of community events. The COUNTY would like to develop a targeted, cohesive strategy that would more effectively spread the messages of the program.

Additionally, the COUNTY would like to promote program awareness within the development community to:

- Increase awareness and understanding of the service that we provide and its benefit for the development community.
- Foster cooperation and support.
- Increase awareness regarding what to do if a desert tortoise is found on a construction site.
- Lay the groundwork for increased mitigation requirements that may result under an amended permit.

This Request for Proposal (RFP) is for the development of an overall marketing and branding strategy, development of work templates, methods of increasing awareness of the Mojave Max program and its connection to the DCP and to help the COUNTY implement the goals outlined below.

D. **PROJECT LOCATION(S):**

Work will take place in Clark County, Nevada.

E. **PROJECT GOALS AND OBJECTIVES:**

Goal 1: Develop a focused, creative strategy that communicates the purpose and benefits of the Desert Conservation Program.

PROPOSER would define the overarching marketing communications strategy and develop a flexible

master plan for marketing and outreach efforts that targets the COUNTY's various goals and priorities. Outline a specific social media plan that would help the DCP reach its target audience (tying in the overall DCP with the Mojave Max program). Consider if a unique, standalone DCP website would benefit the DCP and where it would fit into the overall marketing strategy. Provide estimates of cost to implement the various strategy elements developed.

Deliver specific messages to the community, such as:

- Respect, protect and enjoy the desert
- Be a responsible desert user
- Responsible Off-Highway Vehicle (OHV) use
- Define additional messages, catchphrases, taglines, etc.

Goal 2: Develop a strong, distinct "brand" image and message that is widely recognizable throughout the community. Work under this goal should build upon earlier branding-related work previously developed. COUNTY will provide PROPOSER with previously developed branding-related work upon contract award.

- Develop work templates (i.e. templates for PowerPoint presentations, posters, handouts and other materials)
- Provide graphics and photographic images that can be used by the DCP on a variety of materials
- Incorporate messages into reserve unit signs. Current reserve units are the Boulder City Conservation Easement (BCCE) and the Muddy River and Virgin River properties (collectively, the Riparian Reserve Unit).

Goal 3: Identify strategies for making the DCP's existence and purpose more well-known throughout the community, and particularly the development community.

In order to foster a more cooperative attitude from the development community, we would like to better communicate the service that the DCP provides and the benefits of the program.

Goal 4: Increase awareness of Mojave Max and the program's connection to the DCP.

F. **STAFFING AND EQUIPMENT:**

PROPOSER shall identify the key staff that will be assigned to this project. PROPOSER shall inform COUNTY of all changes in project staff. The contract scope of work will be based on staffing levels submitted in the proposal. If a change in staffing levels affects PROPOSER's ability to provide deliverables per the contract deliverable and milestone schedule, PROPOSER may pursue a request for an amendment to the contract for consideration.

There are no specific equipment requirements for the execution of this contract.

G. **PERMITS & REQUIREMENTS:**

It is not anticipated that PROPOSER will be required to obtain any permits in order to complete this project.

H. **PROJECT SCHEDULE, MILESTONES AND DELIVERABLES:**

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.

Description of Deliverables and Milestones

1. Contract Award and Mobilization. COUNTY will issue notice of award in writing, and PROPOSER may begin work.

2. Project Kick-off Meeting. This meeting will be conducted after contract award. PROPOSER's Project Manager shall attend.

3. Strategic Brand and Marketing Strategy Brainstorming Meeting. PROPOSER will meet with COUNTY's Project Manager and other DCP staff to discuss the vision and direction of the strategic brand and marketing strategy. The brainstorming meeting may also include a site visit to DCP-managed Reserve Units.

4. Draft and Final Strategic Brand and Marketing Strategy. PROPOSER will submit an overarching marketing communications strategy and develop a flexible master plan for marketing and outreach efforts that targets the COUNTY's various goals and priorities. PROPOSER will develop a distinct "brand" for use by the DCP as well as a creative strategy that communicates the purpose and benefits of the DCP. PROPOSER will identify specific strategies to be used by COUNTY to deliver the messages.

5. Templates. PROPOSER will submit templates for various DCP work products.

6. Graphics and Images. PROPOSER will submit graphics and images that can be used by DCP for a variety of presentation and outreach materials.

7. Brochures, Handouts and Outreach Materials. PROPOSER will submit electronic versions of brochures, handouts and outreach materials that can be used by DCP to further implement its branding strategy.

8. Reserve Unit Signs. PROPOSER will develop images for signage, to include a consistent branding message, for use at the Boulder City Conservation Easement and the Riparian Reserve Unit.

9. Increase Awareness of Mojave Max. PROPOSER will develop a plan to increase awareness of Mojave Max and the Mojave Max program's connection to the DCP. PROPOSER will identify ways of increasing presence on social media sites.

10. Periodic Project Status Meetings and Reports. Periodic project meetings may be 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. Additionally, COUNTY Project Manager may request oral reports throughout the term of the project.

11. Receipt Submittal. Receipts for any and all equipment purchase(s) with an individual purchase price of $5,000 or more will need to be submitted with any invoices.

12. Final Project Review Summary Form and Project Claim Release. This form will 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".

I. **DOCUMENT SUBMITTAL:**

All deliverables will be submitted via email to: dcp@clarkcountynv.gov unless otherwise specified.

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 will need to contact COUNTY Project Manager to determine if the software is acceptable and if the document can be submitted via email.

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

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

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

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

J. **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:

c. 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

Per NRS 244.250 the COUNTY is unable to provide payment on invoices submitted after six (6) months from the date PROPOSER performs services, provides deliverables, and or meets milestones, as agreed upon in this Scope of Work.

Appendix 1

Milestone/Deliverable/Invoicing Schedule Table
Desert Conservation Program Branding Project
Project Number - TBD

Date Due	Deliverable / Milestone #	Deliverable / Milestone Title
	M	Contract Award and Mobilization
	M	Project Kick-off Meeting
	M	Strategic Brand and Marketing Strategy Brainstorming Meeting
	D	Submit Draft Strategic Brand and Marketing Strategy
	D	Submit Final Strategic Brand and Marketing Strategy
	D	Submit Templates
	D	Submit Graphics and Images
	D	Submit e-versions of Brochures, Handout and Outreach Materials
	D	Submit Images for Reserve Unit Signs
	D	Submit Mojave Max Increase Awareness Plan
	M	Receipt Submittal (As necessary)
	D	Final Project Review Summary and Claim Release Form

EXHIBIT B

INSURANCE REQUIREMENTS
DESERT CONSERVATION PROGRAM BRANDING PROJECT

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

1. Format/Time: CONSULTANT shall provide COUNTY with Certificates of Insurance, per the sample format (page B-4), for coverages as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after the award by 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.

2. 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.

3. COUNTY Coverage: COUNTY, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. CONSULTANT'S insurance shall be primary as respects COUNTY, its officers and employees.

4. Endorsement/Cancellation: CONSULTANT'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically CONSULTANT'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.

5. Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **$25,000**.

6. 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**.

7. Commercial General Liability: Subject to Paragraph 6 of this Exhibit, CONSULTANT 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.

8. Automobile Liability: Subject to Paragraph 6 of this Exhibit, CONSULTANT 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 CONSULTANT and **any auto** used for the performance of services under this Contract.

9. Professional Liability: CONSULTANT 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 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 COUNTY.

10. Workers' Compensation: CONSULTANT 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 CONSULTANT that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that CONSULTANT 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.

11. Failure To Maintain Coverage: If CONSULTANT fails to maintain any of the insurance coverages required herein, COUNTY may withhold payment, order CONSULTANT to stop the work, declare CONSULTANT 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 CONSULTANT or deduct the amount paid from any sums due CONSULTANT under this Contract.

12. Additional Insurance: CONSULTANT is encouraged to purchase any such additional insurance as it deems necessary.

13. Damages: CONSULTANT is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by CONSULTANT, their subcontractors or anyone employed, directed or supervised by CONSULTANT.

14. Cost: CONSULTANT shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

15. 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.

16. Insurance Form Instructions: The following information must be filled in by the CONSULTANT'S Insurance Company representative:

    1. Insurance Broker's name, complete address, phone and fax numbers.

    2. CONSULTANT'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) Personal & Advertising Injury ($1,000,000)
       (G) General Aggregate ($2,000,000)

    5. Automobile Liability (Any Auto)
       (H) Policy Number

(I) Policy Effective Date
(J) Policy Expiration Date
(K) Combined Single Limit ($1,000,000)

6. Worker's Compensation

7. Professional Liability
   (L) Policy Number
   (M) Policy Effective Date
   (N) Policy Expiration Date
   (O) Aggregate ($1,000,000)

8. Description: 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.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: **If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed.** If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
1. INSURANCE BROKER'S NAME ADDRESS	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.) BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	**3.** CARRIER'S
2. CONSULTANT'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER B:	BEST KEY
	INSURER C:	RATING
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE	$(D) 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$(E) 50,000
	CLAIMS-MADE X OCCUR.						MED EXP (Any one person)	n/a
							PERSONAL & ADV INJURY	$(F) 1,000,000
							GENERAL AGGREGATE	$(G) 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG	n/a
	POLICY X PROJECT LOC						**DEDUCTIBLE MAXIMUM**	**$ 25,000**
5.	AUTOMOBILE LIABILITY	X		(H)	(I)	(J)	COMBINED SINGLE LIMIT (Ea accident)	$(K) 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS						**DEDUCTIBLE MAXIMUM**	**$ 25,000**
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					WC STATU-TORY LIMITS / OTHER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$
							E.L. DISEASE – E.A. EMPLOYEE	$
							E.L. DISEASE – POLICY LIMIT	$
7.	PROFESSIONAL LIABILITY			(L)	(M)	(N)	AGGREGATE	$(O) 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS I VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

8. CBE NO. 603770-15; DESERT CONSERVATION PROGRAM BRANDING PROJECT.

9. CERTIFICATE HOLDER	CANCELLATION
CLARK COUNTY, NEVADA C/O PURCHASING AND CONTRACTS DIVISION GOVERNMENT CENTER, FOURTH FLOOR 500 S. GRAND CENTRAL PARKWAY P.O. BOX 551217 LAS VEGAS, NV 89155-1217	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **10.** AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

SAMPLE

POLICY NUMBER: _____ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

PROJECT NUMBER AND PROJECT 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.

SAMPLE

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 CBE No. 603770-15, entitled DESERT CONSERVATION PROGRAM BRANDING 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

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)

☐ Sole Proprietorship	☐Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)

☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐DVET	☐ 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 _____

REVISED 2/25/2014

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