

**CLARK COUNTY WATER RECLAMATION DISTRICT
CLARK COUNTY, NEVADA**

**REQUEST FOR PROPOSAL
RFP NO. 140049**



WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION

5857 E. FLAMINGO ROAD, LAS VEGAS, NEVADA 89122

**CLARK COUNTY WATER RECLAMATION DISTRICT
CONFIRMATION/RECEIPT FORM**

RFP NO. 140049

WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION

All prospective Proposer(s) interested in this Request for Proposal (RFP) shall, immediately upon its receipt, e-mail this confirmation form to the "Designated Contact Person" referenced on page four (4) of this document.

Failure to do so means the prospective Proposer is not interested in the solicitation and does not want any associated addenda e-mailed.

PROSPECTIVE PROPOSER ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:

RFP NO. 140049

RFP PAGES: 83 (including cover sheet
& this confirmation/receipt form)

DESCRIPTION: Website Design, Development and Implementation

**PROSPECTIVE PROPOSER MUST COMPLETE THE FOLLOWING INFORMATION
(TYPE OR PRINT CLEARLY):**

Company Name:_____

Company Address:_____

City / State / Zip:_____

Name / Title:_____

Area Code/Phone Number:_____

Area Code/Fax Number:_____

Email Address:_____

Please indicate the method you used to obtain this RFP Document:

_____ Internet _____ E-mail _____ Newspaper _____ Akers Group _____

SECTION 1: DEFINITIONS, BACKGROUND, INTRODUCTION AND OTHER RFP NO. 140049, WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION

1.01 DEFINITIONS

The term "OWNER," as used throughout this document will mean the Clark County Water Reclamation District, Las Vegas, Nevada. The term "BOT" as used throughout this document will mean the Board of County Commissioners - Ex officio Board of Trustees, Clark County Water Reclamation District, which is the Governing Body of the Clark County Water Reclamation District. The term "PROPOSER" as used throughout this document will mean firm, consultant, bidder or the respondents to this Request for Proposal. The term "RFP" as used throughout this document will mean Request for Proposal. The term "Proposal" as used throughout this document will mean a response to this RFP to provide the services requested herein. For the purpose of this solicitation: the term "local office" will mean a physical office located in Clark County, Nevada with at least one local employee; the term "local employee" will mean Clark County Nevada resident employed by the Proposer's local office to perform the services requested herein.

1.02 BACKGROUND

The OWNER is requesting proposals from experienced and qualified PROPOSERS to provide redesign services of its website. Proposals must be based on the business requirements outlined in this RFP.

PROPOSERS with proven experience in design and usability of government/utility websites along with knowledge of SharePoint internet design and architecture are encouraged to participate in this proposal.

The OWNER will implement this new website design on SharePoint 2013 Server Enterprise.

1.03 METHOD OF ACQUIRING SERVICES

The method of engaging PROPOSER for the **WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION** will be by award of a final contract (refer to **SECTION 5**). The contract attached hereto is for information purposes. A fully executed contract will be issued to the successful PROPOSER with the notice of award. Prior to commencing any additional work not specified herein and requiring major scope changes will be initiated via amendment(s) and may be presented to the BOT as appropriate, for approval and execution.

1.04 PROCESS FOR CONSULTANTS SELECTION

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

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The Proposals considered in the selection process will be evaluated by a Consultant Selection Advisory Committee (CSAC) according to weighed criteria presented in Section 2.03. The selection process may include any or all of the following steps:

Minimum Qualification Requirements and Responsiveness

Proposals will be reviewed for compliance with minimum qualification requirements and responsiveness.

Management, Technical & Functional Proposal

Proposals considered in the selection process will be evaluated by a CSAC according to the criteria and point system presented in Section 2.03.

The OWNER may contact references submitted by a PROPOSER and use information received during reference checks to evaluate the Proposal. The OWNER also may contact any former client of the PROPOSER, whether or not they have been submitted by the PROPOSER as a reference, as well as choose to serve as a reference if the OWNER had past or present experience working with the PROPOSER. Although the OWNER anticipates completing reference checks at this point in the evaluation process, the OWNER reserves the right to contact these or other sources at any time to assist the OWNER in evaluating PROPOSER'S experience, prior performance, strengths and weaknesses.

Pricing Proposal

PROPOSERS are required to submit their pricing proposal to perform the services requested herein utilizing Tab J.

Selection

Following the evaluation of the written proposals, the OWNER may at its sole option choose to award a contract based upon the proposals submitted. **Do not assume there will be an opportunity for submittal of additional information. Submit your proposal as if it were your "best and final offer."** If the selection is made solely on the written proposals, the OWNER will initiate negotiations and will send a letter to all PROPOSERS informing them of the OWNER'S selection.

Interview

The OWNER, at its sole option, may conduct interviews with select PROPOSERS. The scope of the interview may include:

- Obtaining more in-depth information regarding material provided in the written Proposal;
- Obtaining information on project-related topics not included in the written Proposal;
- Assessing PROPOSER's communication skills and team interactions.

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Final Selection

Following the selection of the highest rated PROPOSER(S), the DISTRICT will negotiate contractual terms, level of effort, scope of services and best and final price. Upon successful negotiations, an award recommendation will be made to the BOT. The OWNER reserves the right to award the contract based on objective and/or subjective evaluation criteria. Contract award will be made to the PROPOSER whose proposal best complies with the RFP and will be the most advantageous to the OWNER, as indicated by the final score based on the evaluation of written proposals and interview, if requested.

If no PROPOSER is selected at the conclusion of the evaluation process, the OWNER may return to any step in the selection process. Throughout the evaluation process, the OWNER reserves the right to seek clarifications from any PROPOSER. **However, the PROPOSER is required to respond to the RFP as completely and clearly as possible.**

1.05 TENTATIVE DATES AND SCHEDULE

The following is the proposed schedule for this project:

May 15, 2014	Advertise and Issue Request for Proposal
June 3, 2014	Pre-Proposal Meeting (10 a.m. local time)
June 6, 2014	Close of Questions (4:30 p.m. local time)
June 25, 2014	Deadline for Receipt of Proposal (2:00:00 p.m. local time)
July 7-11, 2014	Evaluation by Consultant Selection Advisory Committee
July 28, 2014	Interviews if deemed necessary
September 2, 2014	Obtain Board Approval to Negotiate a Contract
October 21, 2014	Obtain Board Approval to Award a Contract
October 28, 2014	Issue Notice to Proceed (NTP)

The OWNER reserves the right to adjust these milestone activities and dates as needed.

The services included in this solicitation are of high importance to the OWNER. The successful PROPOSER is hereby informed that the OWNER expects the services to commence within seven (7) calendar days of the NTP.

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SECTION 2: PROPOSAL

2.01 REQUESTS FOR INFORMATION

The RFP contains the instructions governing the proposals to be submitted and the material to be included therein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.

Any requests for clarification or additional information regarding the submission of this RFP shall be directed to:

Jean Hutton, Senior Purchasing Analyst
Purchasing and Contracts Department
Clark County Water Reclamation District
5857 East Flamingo Road
Las Vegas, Nevada 89122
(702) 668-8097
FAX (702) 668-9090
e-mail: jhutton@cleanwaterteam.com

OWNER will not accept any questions after the date and time specified in Section 1.05 of this RFP. Questions and answers will be issued via addendum and posted on the OWNER'S website at www.cleanwaterteam.com/bid. The OWNER will only provide answers in written form.

2.02 PROPOSAL SUBMISSION REQUIREMENTS

The following information must be included in each Proposal and will form the basis of the evaluation. The point numbering system will be used as one of the evaluation criteria. (The point number is the weight of each criterion.)

Technical Proposal

Tab A - Cover/Transmittal Letter

A cover letter should summarize the important features of your firm's Proposal, including contact information, relationship between offering firms (if applicable), indication of whether the firm has a current Clark County business license, or a statement affirming the ability to obtain the license, and the signature of a person authorized to bind the PROPOSER to the terms and conditions of this RFP and the execution of their Proposal.

Tab B - Minimum Qualification Requirements and Responsiveness

The OWNER is looking for a Proposer with a **minimum of five years** continuous experience in developing public facing websites. Information in support of minimum qualification requirements must include the following:

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- (a) List all SharePoint public facing website implementations that your company has managed or led over the past five years. Identify the following:
- (i) The year in which implementation/upgrade took place
 - (ii) The name, industry type, location, and number of employees of the customer
 - (iii) The duration of the project from analysis through deployment

Tab C - Overall Organization, Qualifications and Experience of the Firm

At a minimum, provide the following information relative to your firm. If the project is to be accomplished through an affiliation or joint venture of several firms or by utilizing a sub-consultant, the same information must be provided for each Sub-Proposer and/or joint venture member.

- (a) Firm name and business address, internet URL (if any), telephone and fax number. Include the name, title, direct phone number and E-mail address of the individual who will serve as your firm's primary and secondary contact.
- (b) Location of the office that will serve as the primary contact during project implementation.
- (c) A brief description of your firm locally, statewide and nationally (if applicable). Include the year your firm was established.
- (d) Indicate your firm's local presence by answering the following questions:
 - (i) Do you have a local office?
 - (ii) Will all your key staff assigned to perform the services requested herein be located in the PROPOSER's local office during the term of the resulting contract with the OWNER? If not, please specifically identify which of your key staff (include names & functions) is located in your local office or elsewhere (by number and percentage).
 - (iii) Will your firm be able to legally execute contracts at the local office?
- (e) A brief description of the overall qualifications of your firm and of the project team to perform the services requested herein.
- (f) List the number of employees and how many are associated with SharePoint 2013 Server Enterprise.
- (g) List the number of years your firm has been engaged in implementing public facing websites using SharePoint Server Enterprise similar in scope to the needs of OWNER. List the number of SharePoint 2013 Server Implementations performed by your firm.

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- (h) Identify if the firm is a Microsoft Certified Gold Partner.
- (i) Provide examples (three to five) of similar projects of public facing SharePoint websites (**public sector, utility preferred**) that encompassed similar services performed by your team within the last five years. The examples should include the nature of your involvement in the project, any special environmental, political or technical problems involved in the project, how the problems were resolved, the name, telephone phone number and the e-mail address of the owner's representative in charge of the project, the project/website URL (only sites that are live will be taken into account), the contracted amount for the project, the total project cost, and when the project was performed. **Include track record in meeting schedule and cost constraints. Identify any of your key personnel proposed for this project (by name and position) in association with these examples.**
- (j) Furnish three customer references, including company name, and contact information where implementations/upgrades of similar scope have been completed. References must be provided in association with your examples of similar projects requested in Tab B (a) and/or Tab C (i). Use **Exhibit I** in providing this information and submit it with your proposal.
- (k) Provide an organizational chart illustrating the relationship between the Project Manager and Key Personnel to be assigned to this project (by position and name) and their roles and responsibilities. Identify sub-consultants in the organizational chart firm and by name.

Tab D – Staff Qualifications and Experience

- (a) Include the name and qualifications of the Project Manager to be assigned to this project. Include the Project Manager's prior project experience that best illustrates his/her expertise to perform the requested services.
- (b) Identify and provide the qualifications of Key Personnel (both prime and sub-consultants) proposed to work on this project. Include the adequacy and appropriateness of their credentials and capabilities, expected project assignments, the extent of their project participation, and the relevance of their prior experience to this project. The successful PROPOSER may not change key personnel proposed for this project without OWNER approval. Replacement personnel should have similar experience and qualifications.
- (c) Provide resume information relevant to similar projects for the Project Manager and Key Personnel to be assigned to this project. Identify the following:
 - (i) Current position with the PROPOSER
 - (ii) Years with the company
 - (iii) Project position to be staffed
 - (iv) Years of experience in the position/role proposed for this RFP
 - (v) Work experience (include):
 - (a) Years of experience with public sector/or utility clients

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- (b) Years of experience working with SharePoint (identify which versions).
- (vi) Technical skills relevant to the project
- (vii) Education and training (indicate the year in which it was completed)
- (viii) All applicable valid licenses and certifications
- (ix) Place of residence (resides in Clark County, Nevada or elsewhere)
- (x) Work on similar projects (especially for public sector and utility clients). List the project name, project dates, project scope and the key member involvement. Identify challenges confronted by Project Manager/Key Personnel, lessons learned, and how your approach addressed these challenges and lessons. For any projects listed include the name, telephone number and e-mail address of the owner's representative in charge of the project.

Tab E – Project Approach

The proposed project approach should include the following:

- (a) A statement of project understanding.
- (b) The number of employees that will be dedicated to this project.
- (c) Detailed information regarding onsite and offsite work to be performed. (by personnel and number of hours)
- (d) If subcontracting:
 - (i) Are you subcontracting another firm that provides SharePoint 2013 Server Enterprise services in the response to this RFP?
 - (ii) Describe how your firm and the firm being subcontracted have worked together in the past. Include details such as the scope of projects worked on, descriptions of projects, project roles etc.
- (e) A management/technical approach that should describe the utilization of specific methodologies and techniques to perform the tasks outlined in **EXHIBIT A – Scope of Work**. Clearly explain reasons for modifications or expansions of tasks. Specifically address the following areas:
 - (i) Information regarding your firm's current commitments. List projects that your firm is currently contracted to complete in 2014. Discuss how you propose to ensure that such commitments or potential overlaps will not affect the OWNER's schedule and project quality. In particular, describe the availability of your proposed Project Manager for this engagement and explain how you will ensure the continuity of the same Project Manager throughout the duration of the project.
 - (ii) A project plan

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(iii) Provide detailed description of all phases/tasks that will be completed during the term of the project.

(iv) Provide detailed project schedule including man hour (broken down by individual) estimates for the phases/tasks and list of deliverables. Include your recommended time period for the District to review and accept deliverables. The schedule should highlight key milestones.

Tab F - Quality Control Procedures

The proposed quality control procedures should include the following:

- (a) A summary of the internal quality control procedures and that of any proposed sub-consultants.

Tab G - Compliance with the OWNER's Standard Contract

A sample of the OWNER's standard contract is attached in SECTION 5. Confirm your compliance or indicate any exceptions your firm would have with the OWNER's standard contract. PROPOSERS are advised that any proposed, potential or possible exception identified by a PROPOSER will result in points being deducted from the overall score. PROPOSERS are advised that any exception that is determined to be material and a consensus cannot be reached may be grounds for elimination in the selection process.

Tab H – Disclosure of Ownership

PROPOSERS are required to submit the "Disclosure of Ownership/Principals" form with their proposal.

Tab I – Signature Page

The proposal must contain the signature of a duly authorized officer or agent of the PROPOSER'S company empowered with the right to bind the PROPOSER.

Pricing Proposal

Tab J - Pricing Proposal

Use Tab J to provide the summary of the pricing proposal. Support the summary with detailed breakdown of fees as requested below:

- (a) Provide the hourly billing rates (inclusive of all direct and indirect costs, excluding travel) for each person/category and other staff (specify) that may be assigned to this project. Identify which staff hours are onsite and offsite.
- (b) Provide the breakdown of the hourly billing rates along with the total number of hours projected for each person/category for each task.

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Provide the breakdown of the fees for software, licenses and support and the total NTE amount. **Provide the cost of required and optional software separately.**

- (c) Provide travel NTE amount as a separate line item. (Refer to **SECTION 5: Exhibit E** for travel guidelines in providing your travel fee.)
- (d) Provide total not-to-exceed price for services inclusive of all fees, profits and other costs incidental to providing the service.

PROPOSERS are advised that failure to price all aspects of their proposal may result in points being deducted from the pricing score.

The Pricing Proposal must be signed by the person authorized to bind the PROPOSER to the terms and conditions of this RFP and the execution of their Proposal.

2.03 EVALUATION CRITERIA FOR TECHNICAL PROPOSAL

The following criteria and points will be used in the evaluation of the Proposals. The weight to be assigned to each criterion appears following each item.

1. Minimum Qualification Requirements and Responsiveness (10 points maximum)
2. Overall Qualifications and Experience of the Firm; relevance of experience and ability to provide the required services (35 points maximum).
3. Staff Qualifications and Experience related to ability to perform the required services (20 points maximum).
4. Approach to the required services (35 points maximum).

2.04 SUBMISSION OF PROPOSAL

PROPOSER is requested to submit three (3) bound copies, one (1) unbound copy and one (1) electronic (CD) copy of their technical proposal in PDF format; and one (1) original copy and one (1) electronic copy their pricing proposal in PDF format. Electronic copy of the technical proposal shall be saved by tab sections as outlined in this RFP. The proposals must be received by the Purchasing and Contracts Department Representative no later than the due time and date specified in the legal notice. Proposals shall be addressed as follows:

The following are detailed delivery/mailing instructions for proposals:

(Hand Delivery and U.S. Mail Delivery)

Clark County Water Reclamation District
Attn: Jean Hutton, Senior Purchasing Analyst
Purchasing and Contracts Department
5857 E. Flamingo Rd.
Las Vegas, NV 89122

Regardless of the method used for delivery, PROPOSER shall be solely responsible for the timely delivery of submitted Proposal.

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Both technical and pricing proposals must be submitted in separate sealed envelopes, identified as such and plainly marked with the name and address of the PROPOSER and the RFP number and title. Every attempt should be made by bidders to ensure that the courier's packaging is properly marked to avoid the pre-opening of, post opening of, or failure to open their proposal. The OWNER or any official or employee thereof will not be responsible for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. **FAXED PROPOSALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

A Proposal may be either mailed or hand-delivered. If the Proposal is sent by mail to the Purchasing and Contracts Department, the PROPOSER shall be responsible for actual delivery of the Proposal to this department before the deadline. Any Proposal received after the Proposal Submittal Time will be time clock recorded and retained by the OWNER. Proposals received at the time, date and location as specified herein will be publicly opened and read aloud. The RFP opening record will contain information on the PROPOSERS' name, address and the timeliness of their proposals.

The Proposal becomes the property of OWNER upon receipt of same by OWNER. The content of a proposal will be kept confidential until an award is made, after which the content will become public record.

2.05 WITHDRAWAL OF PROPOSAL

PROPOSER may request withdrawal of their Proposal prior to the scheduled Proposal Submittal Time. Such request for withdrawal shall be submitted to the **Purchasing & Contracts Administrator** in writing or a Proposal release form shall be properly filled out and submitted to Purchasing and Contracts Department. A Proposal 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 Proposal Receipt Date. All Proposals received are considered firm offers during this period.

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

2.06 OBJECTIVE OF REQUEST FOR PROPOSAL

The objective of this RFP is to provide sufficient information to enable qualified PROPOSERS to submit a Proposal. The RFP is not a contractual offer or commitment to purchase products or services.

All information must be legible. Any and all corrections and or erasures must be initialed. Each Proposal shall be accompanied by a transmittal letter signed in ink by an authorized representative of the PROPOSER. The contents of the proposal submitted by the PROPOSER of the RFP become property of the OWNER.

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2.07 *PRE-PROPOSAL CONFERENCE*

A Pre-Proposal Conference will be held at the time and date specified in the legal notice at 5857 E. Flamingo Road, Las Vegas, NV 89122. The purpose of the Pre-Proposal Conference is to review the RFP document and answer any questions.

2.08 *AWARD OF CONTRACT*

Contract may be negotiated with PROPOSER(S) whose Proposal is determined to be most responsive to OWNER'S needs and most advantageous to OWNER, based on the criteria described herein, all as solely determined by OWNER. Award of contract may be made without discussion after Proposals are received. Proposals should, therefore, be submitted initially on the most favorable terms. OWNER reserves the right to reject any or all Proposals and to award contract in whole or in part.

2.09 *ADDENDA TO THE REQUEST FOR PROPOSAL*

If it becomes necessary to revise any part of this RFP, an addendum will be provided to all PROPOSERS.

2.10 *RESPONDENT RESPONSIBILITY FOR PROPOSAL COSTS*

OWNER is not liable for any cost incurred by any PROPOSER associated with the preparation of a Proposal or the negotiation of a contract for services prior to the issuing of the contract.

Selected PROPOSERS may be asked to present their Proposals and/or to demonstrate ability to provide products or services to OWNER'S representatives at the OWNER'S facility in Las Vegas. The PROPOSERS shall bear all costs for such presentations.

2.11 *SUBSTANTIVE PROPOSALS*

The PROPOSER shall certify (a) that PROPOSER'S Proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that PROPOSER has not directly or indirectly induced or solicited any other PROPOSERS to put in a false or sham Proposal; (c) that PROPOSER has not solicited or induced any other person, firm, or corporation to refrain or abstain from submitting a Proposal; and (d) that PROPOSER has not sought by collusion to obtain for themselves any advantage over any other PROPOSERS or over OWNER.

2.12 *PROPOSALS BINDING*

PROPOSERS are advised that their Proposal shall be binding upon the PROPOSER for ninety (90) calendar days from the Proposal Receipt Date. A PROPOSER may withdraw or modify their Proposal any time prior to the Proposal Receipt Date by a written request, signed in the same manner and by the same person who signed the Proposal.

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2.13 *DISCLOSURE OF PROPOSAL CONTENT*

If a proposal contains information that the PROPOSER does not want disclosed to the public, or used for any purpose other than the evaluation of this offer, all such information must be indicated with the following or similar statement:

"The information contained on pages_____,_____,_____, shall not be duplicated, used in whole or in part for any purpose other than to evaluate the proposal provided; that if a contract is awarded to this firm, as a result of the submission of such information, OWNER shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit OWNER'S right to use the information contained herein if obtained from another source."

All material provided to OWNER during the RFP process and contract negotiation and administration may be used without restriction by OWNER in the future. Please be specific about any exceptions PROPOSER may have to this provision.

In the event that a proposal is rejected, OWNER reserves the right to use any of the concepts or ideas contained therein without incurring any liability.

2.14 *NOTIFICATION*

Each PROPOSER submitting a Proposal in response to this RFP will be notified in writing as to the intent of the OWNER in the selection and award of this RFP.

2.15 *RIGHT TO REJECT PROPOSALS AND NEGOTIATION*

OWNER reserves the right to reject any and all Proposals and to waive any formality in Proposals received, to accept or reject any or all of the items in the Proposal, and award the contract in whole or in part, and to request services not listed in this RFP, if it is deemed in OWNER'S best interest.

OWNER reserves the right to negotiate any and all elements of the Proposal, if such action is deemed to be in the best interest of OWNER.

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3.01 GENERAL TERMS AND CONDITIONS

The general terms and conditions listed herein shall govern any contract(s) ensuing from this RFP.

3.02 TAXES

OWNER, as a governmental unit, is exempt from any and all taxes.

3.03 CONTACTS WITH OWNER DURING RFP PROCESS

Communication between a PROPOSER and a member of the BOT or between a PROPOSER and a non-designated Owner 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 the selection of a proponent or award of the contract. Questions pertaining to this RFP shall be addressed to the designated contact(s) specified in Section 2.01. Failure of a PROPOSER, or any of its representatives, to comply with this paragraph may result in their proposal being rejected.

3.04 TERM

The contract term shall be finalized at the time of contract negotiations. The Owner reserves the option to extend this contract from its expiration date for any reason, as long as the total contract term does not exceed a period of five years.

3.05 APPROPRIATION OF FUNDS

OWNER'S obligations under this contract are expressly subject to appropriation and/or approval of funds by the BOT. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the OWNER'S obligations under a resulting contract, or appropriated funds may not be expended due to the BOT spending limitations, then this contract shall thereafter become null and void by operation of law, and the OWNER shall thereafter have no liability for compensation or damages to the PROPOSER in excess of the OWNER'S authorized appropriation for the resulting Contract or the applicable spending limit, which ever is less. The OWNER shall notify the PROPOSER as soon as reasonably possible in the event of non-appropriation or in the event a spending limitation becomes applicable.

The funds appropriated for this contract are equal to or exceed the contract amount for the period in which this contract was awarded. For work to be completed in subsequent fiscal years, if any, the OWNER will notify the PROPOSER of the appropriation of funds for such work after the adoption of the OWNER'S annual appropriation ordinance for those years.

The PROPOSER and the OWNER agree and acknowledge as a part of this RFP, that no change order or other form of order or directive may be issued by the OWNER which requires additional compensable work to be performed, which work causes the

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aggregate amount payable under a resulting contract to exceed the amount appropriated for the work requested herein, unless the PROPOSER has been given a written assurance by the OWNER that lawful appropriations to cover the cost of the additional work have been made or unless such work is covered under a remedy-granting provision in a resulting contract.

3.06 INSURANCE

Prior to performance of any work issued by OWNER, and prior to NTP, the PROPOSER shall procure and maintain at its own expense during the entire term of the Agreement (**SECTION 5: EXHIBIT C**), the following insurances:

1. Workers' Compensation, Statutory limits
2. General Liability Insurance, \$1,000,000
3. Automobile Liability, \$1,000,000

The selected PROPOSER 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, unless PROPOSER is a Sole Proprietor and shall be required to submit an affidavit (**SECTION 5: EXHIBIT C**) indicating that it has not elected 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.

3.07 INVOICING

All invoices are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within 90 calendar days of completion of the work and must be approved by OWNERS technical representative. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within 30 calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative.

All invoices should include the following information:

- Complete name and address (including street, city, state, and zip code) of PROPOSER/firm
- Company's Telephone Number
- Itemized services rendered (including dates)
- OWNER'S Purchase Order Number
- RFP Number and Name
- Itemized pricing and total amount due (excluding Sales and Use Tax)
- Company's Invoice Number

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The selected PROPOSER is responsible to insure that all invoices submitted for payment are in strict accordance with the price(s) offered as a final negotiation. All invoices are to be submitted separately by project name and number. If overcharges are found, the OWNER may declare the selected PROPOSER in breach of the contract, terminate the contract, and designate the selected PROPOSER as non-responsible if responding to future invitations to bid. **OWNER reserves the right to return any and all incomplete invoices unpaid.**

3.08 ETHICAL BEHAVIOR

Notwithstanding the PROPOSER'S obligation to comply with all requirements, terms and conditions contained in this contract, the selected PROPOSER is encouraged to conduct an ongoing program to ensure the selected PROPOSER is aware of, understands and practices ethical behavior and conducts itself in an unbiased and objective manner. Situations may arise where the selected PROPOSER may be directed to review documentation, participate in discussions, and help execute actions or otherwise exert influence on decisions which could involve competitors. In such situations, involved PROPOSER shall refrain from making any statement or taking action which could be construed as demonstrating bias against a competitor.

3.09 ASSIGNMENT/SUBLETTING

Selected PROPOSER will not have the right to assign and/or sublet in whole or in part its rights, duties or responsibilities in regards to this contract. Any such attempt of assignment or subletting will void this contract.

3.10 COMPLIANCE WITH LAW

Selected PROPOSER warrants that in the performance of this contract, it will comply with all applicable U.S. Department of Transportation regulations on hazardous materials and any other pertinent federal, state, or local statutes, laws, rules, or regulations; and

Selected PROPOSER further agrees to save OWNER harmless from any loss, damage, fine, penalty, or expense whatsoever that OWNER may suffer as a result of PROPOSER'S failure to comply with this warranty. The foregoing is in addition to and not in mitigation of any other requirements of this contract.

3.11 SUPERVISION

To avoid the occurrence or perception of a personal services contract, the selected PROPOSER shall not be directly supervised by OWNER. All assignments and work instructions shall be issued by the OWNER'S technical representative to the PROPOSER for completion. If the selected PROPOSER believes any OWNER'S action or communication given could be construed as OWNER directing the supervision of PROPOSER, the PROPOSER shall immediately notify the OWNER'S Contracts Administrator, in writing, of this situation.

SECTION 3: ADMINISTRATIVE REQUIREMENTS RFP NO. 140049 WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION
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3.12 PUBLIC RECORDS

The OWNER 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 the Owner'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 the OWNER may not be disclosed until the proposal is recommended for award of a contract.

3.13 INDEMNITY

The selected PROPOSER shall require its consultants and its sub consultants by contract to indemnify and shall defend and hold harmless OWNER, its officials and employees and authorized representatives and their employees from and against any and all suits, actions, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature, whether rightful or otherwise, including those arising out of injury to or death of the selected PROPOSER'S employees, whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission or fault or willful misconduct whether active or passive of selected PROPOSER or of its consultants or of its sub consultants or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. OWNER shall promptly notify ENGINEER, in writing, of any such claim, demand, arbitration or lawsuit.

3.14 WORK/PROJECTS ISSUED

Any work and/or projects assigned during the effective period of this contract and not completed within that period shall be completed by the selected PROPOSER within the timeframe negotiated between the OWNER'S technical representative and PROPOSER. This contract shall govern the PROPOSER'S and OWNER'S rights and obligations with respect to that work/project to the same extent as if the work/project was completed during the contract's effective period provided that the selected PROPOSER shall not be required to perform any services under this contract after the end of the period of performance.

3.15 DISCLOSURE OF OWNERSHIP/PRINCIPALS

Any PROPOSER recommended for award of a contract by the BOT is required to provide the information on the "Disclosure of Ownership/Principals" form (**SECTION 5: Exhibit D**). Failure to fill out the subject form by the PROPOSER may be cause for rejection of Proposal.

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3.16 CONTRACT

A sample of the OWNER'S Standard Contract is attached (**SECTION 5**) for information purposes. Any proposed modifications to the terms and conditions of the Standard Contract are subject to review and approval by the OWNER's Attorney's Office.

3.17 GENERAL FORMAT

Technical Proposal

PROPOSERS are encouraged to submit clear responses to the RFP. PROPOSERS are cautioned against submitting excessive and extraneous material not directly responsive to the content requirements specified in the RFP. All Proposals shall contain concise written material and illustrations. Legibility, clarity and completeness are essential. All Proposals must use 8-1/2" by 11" portrait format. Twelve-point Arial font, written in English, shall be used. PROPOSERS shall organize their proposals in the sequence specified below. All Proposals must have the following tabbed headings:

- Tab A - Proposal Cover/Transmittal Letter
- Tab B – Minimum Qualification Requirements
- Tab C - Overall Organization, Qualifications and Experience of the Firm
- Tab D - Staff Qualifications and Experience
- Tab E – Project Approach
- Tab F – Quality Control Procedures
- Tab G - Compliance with the OWNER's standard contract
- Tab H – Disclosure of Ownership
- Tab J – Signature Page
- Exhibit I - References

Your proposal shall not exceed a total of 40 single-sided pages. Other attachments may be included with no guarantee of review.

The RFP, and the successful PROPOSER'S Proposal, will become part of the contract. In the event of any conflict between the RFP and the Proposal, the RFP will govern.

Pricing Proposal

Tab J - Pricing proposal/project fee (separate sealed envelope).

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1.0 Introduction

1.1 Purpose of Request for Proposal

The OWNER is requesting proposals from experienced and qualified vendors (PROPOSERS) to partner in the redesign of its website. Proposals must be based on the business requirements outlined in this RFP.

PROPOSERS with proven experience in design and usability of government/utility websites along with knowledge of SharePoint internet design and architecture are encouraged to participate in this proposal.

The OWNER will implement this new website design on SharePoint 2013 Server Enterprise.

1.2 Project Background

The current website was implemented in 2004. The site is difficult to navigate, does not accurately reflect the needs of its customers, and has an outdated appearance. Content is also difficult to manage and keep updated.

The OWNER would like to replace its current website with a new design using SharePoint as the web content management system. The design of the site should be easy for non-technical staff to update. While some content from the current website will be on the new site; the new website will contain substantially more information as reflected in the requirements of this RFP, and have no future relevance to the previous site.

This project is intended to deliver a functioning basic website. There will be no integration with other systems at this time. There are other projects underway that will affect the usage of the website in the near future:

- New customer information and billing system that will contain a web portal for customers.
- The addition of modules to our Oracle E-Business Suite purchasing system, allowing supplier interaction through web portals.
- Integration with our customer service call center for real time web chat.

These projects are planned within the next 2 years. They are referenced here for informational purposes only and will not be part of this project.

1.2.1 Website Purpose

The purpose of the website is to provide a functional, easy to use and appealing internet site for our customers and key user groups that provides access to services, programs and information offered by the Clark County Water Reclamation District.

1.2.2 Website Goals

- Communicate effectively with our customers and key user groups.
- Improve the user experience by creating a site that is easy to use, provides relevant information and is pleasing in its design.

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- Use content management to provide relevant, accurate and timely information.
- Provide a safe and secure site.
- Provide a functional and easy to navigate interface.

1.2.5 Sites We Like

Las Vegas Valley Water District	http://www.lvwwd.com/
Clean, easy to read, customer care page. Nice digital document portal and vendor registration portal.	
Metro Wastewater Reclamation District	http://www.metrowastewater.com/Pages/default.aspx
Clean, straightforward, design. Consistent site header/logo.	
San Diego County Water Authority	www.sdcwa.org
Visually pleasing homepage, good layout design and navigation. Scrolling Top Issues frame to highlight current/important events. Site has a nice employment page.	
Alameda County Water District	http://www.acwd.org/
Good text formatting, creative basic design, homepage has eye appeal.	
San Diego Wastewater	http://www.sandiego.gov/mwwd/
Easily viewed contact information, good contrast between text and background, nice mix of color and graphics, clear navigation links. Professional looking.	
Orange County Sanitation District	http://www.ocsd.com/
Eye catching, clean, and well organized homepage. Job/careers pages easy to view.	
LA Sanitation District	http://www.lacsd.org
Consistent site header and navigation area. Good balance of text and graphics.	
District of Columbia Water and Sewer Authority	www.dcwater.com
A nice easy to read homepage where all major services/features are accessible. Good navigation. The vendor portal provides good bid/solicitations/procurement representation.	
Washington Suburban Sanitary Commission	www.wsscwater.com
Contact information in easy and immediate view. Professional looking. Customer Service features readily available from the homepage. Good navigation and homepage layout.	

2.0 Organization Overview

The OWNER is the largest wastewater agency in the State of Nevada. Serving more than 242,000 business and residential accounts, the agency serves customers residing or operating

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in the unincorporated areas of Clark County, including the communities of Blue Diamond, Indian Springs, Laughlin, Moapa Valley, and Searchlight. The majority of the OWNER residential and commercial customers are within the Las Vegas Valley, including the world famous resort corridor known as the “Las Vegas Strip.”

2.1 Public Facing Departments

Currently, the public facing departments include:

- Customer Service
- Strategic Services
- Engineering Planning Services
- Purchasing and Contracts
- Human Resources
- Pretreatment

2.2 Customers and Key User Groups

Website requirements should be designed around the needs of our customers and key user groups.

- Ratepayers: Ratepayers include residential and commercial customers who receive and pay for sewer service. Ratepayers primarily fund the operation and maintenance of the wastewater system.
 - o Residential Customers- Comprises approximately 96% of total sewer service customer accounts, and approximately 36% of annual sewer service revenue.
 - o Commercial Customers-Comprises approximately 4% of total sewer service customer accounts, and approximately 64% of annual sewer service revenue. Commercial customers include Pretreatment customers.
- Developers: Construction and development customers which also include contractors, and engineers. Developers are required to submit wastewater collection plans for review and approval to connect to the wastewater collection system.
- Vendors/Suppliers: Business partners (suppliers, consultants, contractors) who contract and provide goods and services to the OWNER.
- Septage and Reclaimed Water customers: Septage users are charged a fee to process septic waste. Reclaimed water customers purchase effluent water from the OWNER.
- Pretreatment Customer: Commercial customers who participate in the pretreatment program. These customers include industrial users, grease traps and sand/oil interceptor users.
- Job Seeker: Those seeking employment opportunities with the OWNER.

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- Title/Escrow Companies: Title/Escrow companies who need to access information for commercial property transactions.
- General Public: The public at large those who directly or indirectly are impacted by the presence of the OWNER. The general public includes all segments of the population, residents and non-residents within the OWNER's jurisdiction.

3.0 Current Website

Content is currently developed by staff then forwarded to our IT Support Center to process website updates. The current website is HTML based and edited using Dreamweaver. Multiple departments are represented on the sites. There are also a number of external systems accessed from the website through a user login. SharePoint 2010 Enterprise is used to host the current intranet site.

4.0 Requirements

4.1 Creative/ Design Requirements

Req #	Requirement Description	Importance Rating
1	The site colors and design must reflect the organizations brand.	Must
2	Appealing to users.	Must
3	Good contrast between text and background.	Must
4	Consistent site header/logo and navigation area.	Must
5	Consistent use of color scheme.	Must
6	Colors and graphics enhance rather than distracts from the site.	Must
7	Consistent use of font, font sizes and font colors	Must
8	Content organized in a consistent and easy to find manner (minimal clicks)	Must
9	Allow for audio and video/flash files.	Must
10	Good use of design principles: repetition, contrast, proximity and alignment.	Must

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11	Main navigation links are clearly and consistently labeled	Must
12	Navigation aids: site map, skip navigation link, and breadcrumbs.	Must
13	Navigation structured in an unordered list	Must
14	Include site search capabilities	Must
15	Accessible for visual impairment. Follows W3C guidelines	Must

4.2 Functional Requirements

Required Features

Req #	Requirement Description	Importance Rating
1	Interactive Forms	Must
2	Location map for customer property addresses	Desired
3	Track site activity to direct future enhancements to the site	Must
4	Jurisdiction map	Must
5	Scheduling features (i.e. schedule for inspections)	Desired
6	Search functions.	Must
7	Customer comment/feedback card	Must
8	Digital document submission	Desired
9	Secured employee portal	Desired
10	Language translation	Desired
11	Site map	Must

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12	Accessibility (site accessible regardless of visual or other impairments)	Must
13	Browser compatibility	Must
14	Consistent navigation	Must
14	Contact information	Must

4.2.1 Use Cases by Customers and Key User Groups

Residential/Commercial Sewer Service Customer

Goal	Brief
View Bill	3 rd party system eStatement
Pay Bill	3 rd party system from Bank of America
Address Change	Web form that generates e-mail or similar function.
Billing Change	Web form that generates e-mail or similar function.
View Rates and Charges	Content on website.

Developer

Goal	Brief
Find status of project	Manually entered content on website.
View design standards	Content on website.
Access to forms	Content on website.
View plan review procedures	Content on website.
Find hours and phone number	Content on website.

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Vendor/Supplier

Goal	Brief
View bid opportunities	Vendors, suppliers and contractors can view, search, access information and related documentation on current bid opportunities.
Access procurement information	Access procurement guidelines, requirements and procedures, contact information.
Access forms	Content on website.

General Public

Goal	Brief
Ability to view services and program information	Customers can view, search, and access information on specific services and programs provided by the District. This also includes the ability to upload files to a secured site.
Ability to view public education information	Users can view, search, and access public education and outreach information. This also includes but not limited to general District information such as District history, governance, mission, facts, statistics, and outreach materials.

Job Seeker

Goal	Brief
Find open jobs	NeoGov, a 3 rd party tool for job announcements is used for full-time applicants. This tool will need to be hosted in the site.
View applicant / interview tips	Content on website.
Find Directions to facility	Content on website.
Find Links to other agencies	City of Henderson, Las Vegas and Clark County Human Resources.
Find department contact information	Content on website.
FAQ	Content on website.
Find benefits, job descriptions, salaries information	Content on website.
Find high level organization chart	Content on website.

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Escrow Companies

Goal	Brief
Register with the Customer Service and generate an escrow on demand.	This is done using a customized external solution called eDemand. eDemand needs to be linked the new SharePoint internet site.

4.3 Technical Requirements

Req #	Requirement Description	Importance Rating
1	For viewing the public website all native SharePoint 2013 and custom functions must be compatible with Internet Explorer 8 and above, and the latest released versions of Google Chrome, Mozilla Firefox, and Apple Safari.	Must
2	For viewing the public website over mobile devices. Windows Phone 7.5 or later versions, iOS version 6.0 or later, Android version 4.1 or later. Office Web Apps full functionality is supported on iPad versions 2 and 3 using iOS 6.0 or later versions. <i>http://technet.microsoft.com/en-us/library/fp161353.aspx</i>	Desired
3	The site must be compliant with ADA section 508 (1194.22) standards.	Must
4	Each staff member that is a website content contributor will need to use their own unique logon tied to active directory.	Must
5	The site will use MS SQL server for its database. <i>SQL Server 2008 R2 with Service Pack 1 (SP1) or SQL Server 2012</i>	Must
6	Content management with content approval and publishing.	Must
7	The public facing site will be accessed anonymously only. <i>(over http port 80)</i>	Must
8	Permissions: Content Editors / Approvers / Owners / Visitors	Must
9	SharePoint 2013 Enterprise hosted on premises will be used for this project. (Office 365 (cloud) cannot be used)	Must
10	Active Directory Authentication will be used for all internal users	Must

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11	All content will be public and accessible.	Must
12	Ability for video and image files to be used.	Must
13	Use of standards, included, but not limited to: C#, CSS 2/3, HTML 4/5, XML, XSL, XSLT, JavaScript, jQuery, PowerShell, Master Pages / Page Layouts, Custom Web Parts, Custom App Parts / Apps where applicable	Must
14	The ability to recreate the entire site (site collection(s), subsites(s), from solutions, features, templates, custom content types, scripts, etc. required).	Must

4.4 Content Development Requirements

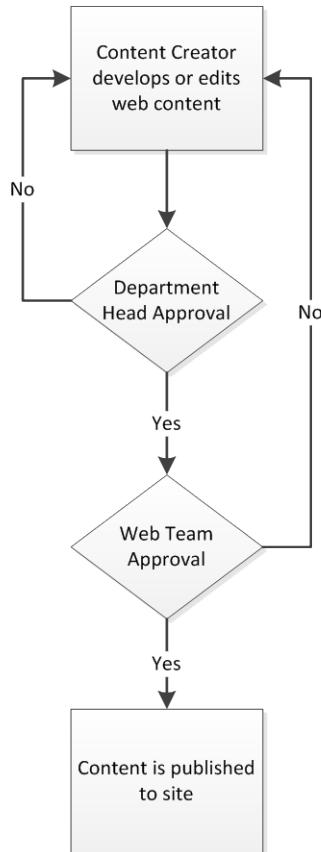
Content will be developed by designated content contributors from the public facing departments. Content may be dynamic and will be updated as needed. The selected PROPOSER will provide current best practices on writing for the web.

Before any new content is published, it must be approved by the public facing department head and the website management team.

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Approval Workflow



5.0 PROPOSER Scope of Work

5.1 Statement of Work Overview

The objective of this scope of work is to create a new public facing website that provides an easy to use, informative, visually appealing resource for the OWNER.

The OWNER encourages alternative approaches from PROPOSERS based on their expertise with SharePoint website development projects in other similar organizations. The OWNER welcomes ideas for changes and additions to the proposed scope of work and deliverables. Such ideas and suggestions can be included in the Project Approach/Technical Proposal section of the PROPOSER's response to this RFP.

The selected PROPOSER will be required to provide all labor, material, 3rd party software tools, and implementation services necessary to establish a new SharePoint Website at the OWNER's site. This includes all code, raw images, templates, etc.

Below is an initial list of tasks and deliverables. Specific deliverables will be finalized prior to contract signing.

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Task 1: Project Initiation

Key Tasks:

- Confirm project roles and responsibilities.
- Conduct kickoff meeting.
- Finalize project plan, risk assessment, change management plan, timelines, and project documentation.

Deliverables:

- Project Plan

Task 2: Plan and Install SharePoint Physical Environments

Key Tasks:

- Provide technical environment configuration review.
- Establish physical SharePoint environments - Install and configure development environment.
- Install and configure production environment.
- Configuration production sync.

Deliverables:

- Technical Design Document.
- Functioning SharePoint environment.

Task 3: Plan and Design Information Architecture

Key Tasks

- Conduct on site Workshops
- Develop site map – development based on workshop meetings
- Taxonomy and page layout list
- Develop wireframes – five (5) black and white wireframes of Internet site homepage, landing page, article page, general content layout and event pages

Deliverables:

- Information Architecture Design

Task 4: Creative Design

Key Tasks:

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- Review existing brand elements and goals
- Creative Brief – development and delivery of creative strategy, based on OWNER’S feedback
- Homepage design compositions – development of three varied design comps
- Interior page compositions – four interior pages based on homepage design direction

Deliverables:

- Final Design Elements of Website

Task 5: Requirements and Technical Specifications

Key Tasks:

- Define and document configuration requirements
- Define and document technical requirements

Deliverables:

- Documented Configuration and Technical Requirements

Task 6: Design Implementation

Key Tasks:

- Implement the design concepts into the SharePoint framework
- Implementation of master page (homepage in SharePoint)
- Implementation of five (5) page layouts
- Partner with OWNER in developing a style guide

Deliverables:

- Final Design of Website
- Style Guide

Task 7: Configuration

Key Tasks:

- Build out of site – out of box configurations.
- Search configuration – configure search scopes, filters, crawl schedule.
- Enable term store – taxonomy for site.

Deliverables:

- A functioning site. Ready for content creation

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Task 8: Training

Key Tasks:

- Content author training - delivery of SharePoint training focused for content creators (up to 15 users)
- Writing for the web best practices (up to 15)
- Administrator Training- delivery of administrative or advanced level of training (up to 4 users)

Deliverables:

- Supporting training materials.

Task 9: Content Creation Support

Key Tasks:

- Provide support to content contributors during the content creation process.

Deliverables

- Best practices for writing for the web.

Task 10: Implementation of New Website

Key Tasks:

- Testing of all aspects of the system, to include testing of all customizations, and publishing workflow. (UAT)
- Preparation for go-live.
- Assistance with final cutover to production.

Task 11: Support

Key Tasks:

- Provide Post Launch Support for a period of 30 days. (Remotely)

6.0 Scope of Work Terms

6.1 Work Authorization

Upon Notice to Proceed, the selected PROPOSER shall commence work within seven (7) calendar days.

All deliverables and cost shall be documented by the selected PROPOSER. Each phase will commence only when authorized in writing by the OWNER.

All deliverables and services provided by the selected PROPOSER for each phase must be accepted by the OWNER before invoicing the OWNER for the accepted phase and proceeding

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to the next phase. (Note: If mutually agreed, certain phases may commence before completion of the previous phase.)

6.2 Project Management

For the duration of the project, the selected PROPOSER shall provide a project manager who will be the OWNER's primary point of contact, and who will be responsible for:

1. Developing the project work plan
2. The timely development and distribution of minutes for all project meetings
3. Preparing all materials and minutes for sponsor's meetings
4. Ensuring the selected PROPOSER's activities are performed per the work plan
5. Consulting and coordinating activities with the Technology Service staff
6. Providing periodic (weekly) progress reports
7. Work with the OWNER's project manager to ensure any material changes (scope, time, or budget) are approved through the OWNER's change management process.
8. Ensuring the new system is properly integrated into the OWNER's computing environment in a manner that is consistent with the OWNER's computing standards and guidelines

6.3 Meetings

The selected PROPOSER's project manager, in conjunction with the OWNER's executive steering committee, will attend scheduled monthly meetings (or as often as needed). This will ensure the overall success of the engagement. The selected PROPOSER shall, prior to contract award, also appoint an executive sponsor (a high-level official) for any outstanding issues that might arise during project implementation. The selected PROPOSER'S executive sponsor and the project manager shall be required to attend a sponsor's meeting, if needed. The purpose of meeting is to:

- Report project progress relative to the approved work plan milestones; and
- Identify any impediments to meeting work plan objectives; and
- Provide the executive sponsors an opportunity to address impediments to ensure project success.

6.4 Knowledge Transfer

Throughout the deployment activities, the selected PROPOSER shall provide basic knowledge transfer to the OWNER's IT staff regarding the installation, configuration, and operation of the new system, with formal training being provided as outlined in the training phase for users.

6.5 Source Code/ Work Product Ownership

All source code used in the development of this project must be turned over to the OWNER at the completion of the project. All work products both written and software that are created for the completion of this project are owned by the OWNER.

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6.5 Onsite Requirements

The minimum onsite requirements for this project are:

1. The project kickoff meeting requires an onsite presence from the selected PROPOSER's project management team.
2. Workshops for requirements gathering.
3. Presentation of the final design choices.
4. The Project Manager will be required to attend a monthly status update meeting on-site for the duration of the project.
5. All training will be conducted at the OWNER's training facilities.

6.5 Owner's Responsibilities

1. Assign a project manager who will work with the selected PROPOSER's project manager in ensuring overall project success.
2. Assign an executive sponsor to ensure overall project success.
3. Make available controlled access to the OWNER's local area networks in order to permit the Selected PROPOSER to perform its obligations under the resulting contract.
4. Coordinate all interactions and meetings with OWNER staff.
5. Provide computer equipment, database software, and operating system software if and as needed to accommodate new system requirements.

6.5.1 Owner Staff Assignment to Project

1. Project Manager
2. SharePoint developer/Administrator
3. Website Owner

6.7 Constraints

1. The site will be hosted on SharePoint 2013 Enterprise at the OWNER's site

6.8 Timeline

Project should be 4-6 months in duration.

6.8 Completion Criteria

The completion criteria for this project are when these conditions are met:

1. The new website is live.
2. Post support has been completed.
3. All source code and work products are in the control of the OWNER's staff.
4. The General Manager of the OWNER signs off that the project is complete.

SECTION 5: SAMPLE STANDRAD CONTRACT RFP NO. 140049 WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION

CONSULTANT SERVICES AGREEMENT
CLARK COUNTY WATER RECLAMATION DISTRICT
AND

This AGREEMENT is dated and entered into this _____ day of _____, **20xx**, by and between **CLARK COUNTY WATER RECLAMATION DISTRICT**, (hereinafter referred to as "OWNER") and _____, (hereinafter referred to as "CONSULTANT"), to provide the services for the _____, **CCWRD RFP NO. 1400xx**(hereinafter referred to as "PROJECT").

W I T N E S S E T H

WHEREAS, the CONSULTANT is qualified in accordance with the State of Nevada and has the personnel and facilities necessary to perform and furnish services to accomplish the required work within the required time.

NOW, THEREFORE, in consideration of the promises and mutual obligations hereafter set forth, OWNER and CONSULTANT agree as follows:

AGREEMENT

1. EFFECTIVITY AND CONSENT

This AGREEMENT is entered into by OWNER for the purpose of retaining the services of AST CORPORATION as a CONSULTING SERVICE. This AGREEMENT is conditioned on the CONSULTANT'S assent to, and strict compliance with, all of the terms and conditions stated below.

2. ORDER OF PREFERENCE

In the event of any conflict and/or inconsistencies, the controlling document shall be determined by the following order of precedence:

- A. This AGREEMENT
- B. Exhibit A: Scope of Services dated CONSULTANT'S Proposal dated _____
- C. Exhibit B: Fee Schedule dated _____
- D. Exhibit D: Disclosure of Ownership/Principals

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- E. Exhibit E: Insurance Requirements
- F. Exhibit F: District Travel Policy for Contractors/Consultants
- G. Exhibit G: Subcontractor Information

3. RESPONSIBILITY OF CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONSULTANT, its subconsultants and their principals, officers, employees and agents under this AGREEMENT. In performing the specified services, CONSULTANT shall follow practices consistent with generally accepted professional and technical standards.
- B. It shall be the duty of the 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 will not produce a work product which violates or infringes on any copyright or patent rights. Permitted or required approval by the OWNER of any products or services furnished by CONSULTANT, including data or information obtained from other sources, shall not in any way relieve the CONSULTANT of responsibility for the professional and technical accuracy of its work. OWNER 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 AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT, and CONSULTANT shall be and remain liable in accordance with the terms of this AGREEMENT and applicable law for all damages to OWNER caused by CONSULTANT'S negligent acts, errors or omissions in performance of this AGREEMENT.
- C. All materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by CONSULTANT for OWNER 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 CONSULTANT to parties other than OWNER shall become the property of OWNER and shall be delivered to OWNER's representative upon completion or termination of this AGREEMENT, whichever comes first. CONSULTANT shall not

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be liable for damages, claims, and losses arising out of any reuse of any work products on any other deliverables of this AGREEMENT conducted by OWNER. OWNER shall have the right to reproduce all documentation supplied pursuant to this AGREEMENT.

4. RESPONSIBILITY OF OWNER

- A. The OWNER agrees that its officers and employees will cooperate with CONSULTANT in the performance of services under this AGREEMENT and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. OWNER shall, without charge, furnish to or make available for examination or use by CONSULTANT as it may request, any data which OWNER has available, including as examples only and not as a limitation:
 - 1. Copies of reports, maps, plans, surveys, records, and other documents pertinent to streets, traffic, utilities, public properties, property developments and other physical features.
 - 2. Copies of previously prepared reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this AGREEMENT.

CONSULTANT shall return original data provided by OWNER.

5. COMPLIANCE WITH LAWS

- A. By execution of this AGREEMENT, CONSULTANT does (for each individual performing services under this AGREEMENT) now so certify and promise full compliance with the provisions of all certifications, forms, contractual provisions, and laws and regulations pertaining to the performance of services by CONSULTANT.
- B. CONSULTANT agrees to defend, indemnify and hold OWNER harmless from any claim, suit, loss, cost, damage, expense (including attorney's fees) or liability by reason of CONSULTANT'S violation of any such law, order or regulation. Nothing in this AGREEMENT or in any requirement under this AGREEMENT shall be

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construed to mean that CONSULTANT should perform such work in violation of any law, statute, code, or ordinance.

6. PERIOD OF PERFORMANCE

- A. CONSULTANT agrees for the consideration hereinafter mentioned, upon receipt of the Notice to Proceed, to provide the _____ services. The schedule set forth is not more than _____ calendar days as a period of time which may reasonably be required to complete the services identified in **Exhibit A**.

- B. The period of performance hereunder shall commence upon receipt of Notice to Proceed and shall terminate on _____. OWNER shall not be responsible for work performed beyond the term of this AGREEMENT.

- C. Owner reserves the right to extend this AGREEMENT for up to one (1) year from its termination date for any reason, if the AGREEMENT is performed to the OWNER'S satisfaction. During the initial AGREEMENT period, and any subsequent renewal periods, CONSULTANT agrees to provide services as required by the OWNER within the scope of the AGREEMENT. CONSULTANT will not be paid for work and/or services performed beyond the termination date without prior written approval of OWNER. All CONSULTANT proposed time extensions must obtain prior written approval of OWNER. OWNER shall not be responsible for work and/or services performed by CONSULTANT during the proposed extension period without prior written approval.

7. CONFLICT OF INTEREST

CONSULTANT may, from time to time, provide similar consulting services to other state and local government entities. OWNER does not object to such representation in transactions that do not directly or indirectly involve the OWNER. In all other regards, CONSULTANT shall abide by and perform its duties in accordance with the ethics of the consultant services profession and all federal, state and municipal laws, regulations and ordinances regulating the provision of this service, and shall notify the OWNER prior to entering into any engagement which creates the appearance of a conflict of interest.

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8. PROJECT MANAGER

The CONSULTANT shall assign _____, (an employee) as a Project Manager for the Upgrade of the Oracle E-Business Suite Application. All services specified by this AGREEMENT shall be performed by the Project Manager, sub-consultants and key employees identified in the CONSULTANT'S proposal under the supervision of the Project Manager. Should a key employee of the CONSULTANT be unable to complete his or her assignment for any reason, the CONSULTANT may replace him or her with a qualified employee whom the OWNER'S representative finds satisfactory. The OWNER may, at its discretion, request a replacement of the key employee due to his or her unsatisfactory performance. If CONSULTANT fails to make a required replacement within 30 days, OWNER may terminate this AGREEMENT for default. The CONSULTANT'S primary contact with OWNER shall be _____, referred to hereinafter as the Project Manager.

9. CHANGES TO SCOPE OF SERVICES

- A. The OWNER may at any time, by written order, make changes within the general scope of this AGREEMENT and in the services or work to be performed. If such changes cause an increase or decrease in the CONSULTANT'S cost or time required for performance of any services under this AGREEMENT, an equitable adjustment shall be made and this AGREEMENT shall be modified in writing accordingly.
- B. No services for which an additional compensation will be charged by the CONSULTANT shall be furnished without the written authorization of the OWNER. Any services for which an additional compensation will be required shall be billed in accordance with _____.

10. COMPENSATION FOR SERVICES

- A. OWNER agrees, in consideration of the said work, to pay or cause to be paid to the CONSULTANT, at a not to exceed (NTE) amount of _____, including all travel, lodging, meals and miscellaneous expenses, for work described in **Exhibit A, Scope of Services**. Such compensation will be paid from invoices submitted by the CONSULTANT in accordance with **Exhibit B, Fee Schedule**, which is attached hereto and made part of this AGREEMENT. OWNER will deduct ____% from each invoice to cover the retainage as defined in paragraph 20.B.

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- B. OWNER may withhold any payment or portion thereof which is disputed until such time as the dispute is resolved without paying any interest associated with the payments withheld.
- OWNER may retain up to 10% of the invoice amount until such time as the major milestone is reached. CONSULTANT shall not be charged with retention when the delay in performance is beyond the control and without the fault or negligence of the CONSULTANT.
- C. Request for payment shall be submitted on company letterhead. Payments by OWNER will be made within 30 days of receipt of said invoices for services provided within the performance term of this AGREEMENT. Requests for Payment not in compliance with the requirements of this section shall be returned to the CONSULTANT for correction and re-submittal.
- D. Invoice requests should include only services rendered in the current billing period. Requests consisting of charges for services rendered after the current billing period will be rejected and returned unpaid.
- E. Invoicing for contract requirements are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within ninety (90) calendar days of completion of work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within thirty (30) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative. In accordance with NRS 244.250 OWNER shall not provide payment on any invoice CONSULTANT submits after six (6) months from the date CONSULTANT performs services, or provides deliverables or milestones. All invoices should include the following information:
- a. Company Name
 - b. Complete Address (including street, city, state, and zip code)
 - c. Telephone Number
 - d. Contact person
 - e. Itemized description of services rendered (including dates)
 - f. OWNER'S Purchase Order Number
 - g. Company's Tax Identification Number

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- h. Project and/or RFP Number
- i. Itemized pricing and total amount due (excluding Sales and Use Tax)
- j. Company Invoice Number

CONSULTANT is responsible to insure that all invoices submitted for payment are in strict accordance with the price(s) offered in the Agreement. If overcharges are found, OWNER may declare CONSULTANT in breach of contract, terminate the Agreement, and designate CONSULTANT as non-responsible if responding to future requests for proposal.

- F. In the event that the OWNER agrees to pay for any of the CONSULTANT'S travel expenses directly related to the performance of additional services the following parameters shall apply: CONSULTANT shall only receive reimbursement in amounts that are consistent with applicable travel guidelines established by the OWNER in the attached Travel Policy for Contractors/Consultants (Exhibit E). OWNER reserves the right to reject any and all expenses it considers not directly related to the work required herein. Original receipts are required to be submitted with invoices for all transportation (airfare/bus/rail), rental car, airport parking fees, and fuel. Fuel cost is reimbursed for rental cars only. No overhead and/or profit shall be permitted.

11. LIMITATION OF OBLIGATION

- A. OWNER agrees to pay CONSULTANT for the services described in the Scope of Work (Exhibit A) for the not to exceed (NTE) amount of \$_____ as set forth in paragraph 10 above. The OWNER's obligation to pay CONSULTANT cannot exceed the NTE amount. It is expressly understood that the entire work defined in Exhibit A must be completed by the CONSULTANT and it shall be the CONSULTANT's responsibility to ensure that hours and tasks to be worked are properly budgeted so the entire Project is completed for said NTE amount. Any increase to the NTE amount will be via a written amendment to be signed by the OWNER's authorized representative or designee and the CONSULTANT. Refer to Paragraph 26. Amendments and Notices below.

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- B. In the event of termination, OWNER'S sole obligation hereunder shall be limited to the payment by OWNER to CONSULTANT of charges incurred hereunder prior to the date of expiration or termination, but in any event, not in excess of the funding limitation specified in paragraph 10.

12. INDEPENDENT CONTRACTOR

- A. CONSULTANT shall be subject to and operate under all applicable Federal Enactments and those of the State of Nevada regarding Industrial Employment and Insurance and expressly covenants and agrees that the CONSULTANT'S employees engaged on the work hereunder are not, and shall not be treated or considered as, the servants and employees of the OWNER.
- B. Neither this AGREEMENT nor CONSULTANT'S performance hereunder shall constitute or create an employee/employer relationship. CONSULTANT shall not be eligible for any benefits applicable to active employees of OWNER. CONSULTANT shall act solely as an independent CONSULTANT, not as an employee or agent of OWNER. CONSULTANT'S authority is limited to providing consulting services, and CONSULTANT shall have no authority, without the express written consent of OWNER, to incur any obligation or liability, or make any commitments on behalf of OWNER.

13. INDEMNIFICATION

CONSULTANT shall require its consultants and its sub consultants by contract to indemnify and hold OWNER harmless against any and all claims, action, or demands against OWNER and against any and all damages, liabilities, or expenses, including attorney fees, for injury to or death of any person and for loss of or damage to any and all property, arising out of the negligent acts, errors or omissions of CONSULTANT under this AGREEMENT.

14. PROPRIETARY INFORMATION

OWNER may, from time to time, furnish CONSULTANT with literature, data, or technical information which OWNER considers necessary to the CONSULTANT for the performance of services pursuant to this AGREEMENT. In the event any of the furnished material is proprietary, OWNER shall so inform CONSULTANT and CONSULTANT agrees to disclose this information only to individuals or organizations approved by

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OWNER. CONSULTANT also agrees to return all such materials as OWNER may request upon expiration or termination of this AGREEMENT, whichever shall occur first.

15. CERTIFICATIONS AND REPRESENTATIONS

In performing this AGREEMENT, CONSULTANT agrees to comply with applicable laws and regulations and to not make or permit to be made or knowingly allow a third party to make any improper payments, or to perform any unlawful act.

16. THIRD PARTY BENEFIT

This AGREEMENT is not intended and shall not be construed or deemed to be an AGREEMENT for the benefit of any third party or parties, and no third party or parties shall have a right of action hereunder for any cause whatsoever.

17. PERSONAL PERFORMANCE REQUIREMENT

CONSULTANT shall personally perform the consulting services described and shall not assign to any third party the performance obligation or any rights to compensation or benefits accruing to CONSULTANT under this AGREEMENT without the written consent of OWNER.

18. GRATUITIES/KICKBACKS

No gratuities (in the form of entertainment, gifts or otherwise) or kickbacks shall be offered or given by CONSULTANT, to any employee of OWNER with a view toward securing favorable treatment as a CONSULTANT.

19. RECORDS

The CONSULTANT agrees to retain for a period of three (3) years from final payment hereunder, books, records, documents and other evidence pertaining to the costs and expenses of this AGREEMENT (hereinafter collectively called the "records") to the extent and in such detail as shall properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which payment is claimed under the provisions of this AGREEMENT. The CONSULTANT agrees to make available at the office of the CONSULTANT at all reasonable times during such retention period any of the records for inspection, audit or reproduction by any representative authorized by OWNER.

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20. TIME SCHEDULE; RETENTION

- A. The CONSULTANT shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project and in accordance with the time schedule approved by the OWNER. If the CONSULTANT'S performance of services for any task is delayed or if the CONSULTANT'S sequence of tasks is changed for any reason, CONSULTANT shall notify the OWNER in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to the OWNER'S sole discretion to approve any changes. The CONSULTANT's revised schedule shall not exceed the final project implementation date of _____.
- B. The OWNER will withhold up to ____% of the total compensation for services as identified in paragraph 10 of this AGREEMENT until the final written acceptance of _____ by the OWNER, at which time the retainage will be released to the CONSULTANT. The OWNER may deduct from retainage to be released as a final payment a reasonable amount NTE _____ to cover the costs and expenses incurred by the OWNER if the CONSULTANT fails to meet the final project implementation date of _____.

21. TERMINATION

- A. This AGREEMENT may be terminated in whole or in part by the OWNER for its convenience; but only after the CONSULTANT is given thirty (30) days written notice.
- B. This AGREEMENT 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 AGREEMENT through no fault of the terminating party; but only after the other party is given:
1. not less than ten days, written notice of intent to terminate; and
 2. an opportunity for consultation with the terminating party prior to termination.
- C. In the event of termination, with or without cause, OWNER'S obligations shall be limited to fees earned and expenses incurred by CONSULTANT to the effective date of termination. Any reports in progress at the time of termination, for cause

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or otherwise, shall be submitted by CONSULTANT to OWNER at no additional fee.

- D. This AGREEMENT shall terminate immediately and all payments due shall be forfeited if, in rendering services hereunder, improper payments are made, unlawful conduct is engaged in, or any part of the fee or expenses payable under this AGREEMENT is used for an illegal purpose.

22. INSURANCE

- A. Prior to performance of the work described herein, and prior to Notice to Proceed, the CONSULTANT shall procure and maintain at its own expense during the entire term of the Agreement (refer to **Exhibit E**), the following insurances:
1. Workman's Compensation, Statutory limits
 2. General Liability Insurance, \$1,000,000
 3. Automobile Liability, \$1,000,000
- B. In addition, prior to performance of the work CONSULTANT shall furnish to OWNER a certificate of insurance as evidence of the existence of the above insurance coverage in amounts not less than the amounts specified above.
- C. CONSULTANT insurance required hereunder shall be primary coverage for all claims arising from or as a result of CONSULTANT performance hereunder. OWNER shall be identified as an additional insured on the CONSULTANT General Liability and Automobile Liability Insurance Policy(ies).

Except as specifically set forth herein, the insurance requirement specified herein does not relieve the CONSULTANT of its responsibilities nor limit the amount of its liability to OWNER or other persons and the CONSULTANT is encouraged to purchase such additional insurance as it deems necessary.

23. ENTIRE AGREEMENT

This AGREEMENT contains the entire AGREEMENT and understanding of the parties hereto and supersedes all other oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no

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promise, warranty statement or representation of any kind whatsoever which is not expressly stated in this AGREEMENT, has been made by any party hereto or its officers, employees, or other agents to induce execution of the AGREEMENT.

24. ASSIGNMENT

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

25. SUBCONTRACTS

CONSULTANT without prior written approval of the OWNER shall not subcontract this agreement.

26. AMENDMENTS AND NOTICES

- A. Only the Project Manager or the OWNER'S Procurement Representative has the authority to make changes to or amendments to this Agreement on behalf of OWNER and to effect deviations (by the way of additions or deletions) from the work herein specified. Changes to or amendments to this agreement shall have no effect unless they are in writing and signed by the OWNER'S authorized representative or designee and the CONSULTANT.
- B. Except as otherwise specifically provided herein, any notices to be furnished by CONSULTANT to OWNER or by OWNER to CONSULTANT shall be sent by mail or facsimile addressed respectively as follows:

To OWNER:

CLARK COUNTY WATER RECLAMATION DISTRICT
Attn: Chuck Horne, Information Technology Department
Attn: Jean Hutton, Purchasing & Contracts Department
5857 E. Flamingo Road
Las Vegas, Nevada 89122
PHONE (702) 668-8013; (702) 668-8097
FAX (702) 668-9000; (702) 668-9090

To CONSULTANT:

Consultant
Attn: Name
ADDRESS
CITY, STATE, ZIP CODE
PHONE (630) 778-1180
FAX (630) 778-1179

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27. DISCLOSURE OF OWNERSHIP/PRINCIPALS

Any CONSULTANT recommended for award of a contract by the Board of Trustees is required to provide the information on the attached "Disclosure of Ownership/Principals" form, **Exhibit D**. Failure to fill out the subject form by the CONSULTANT may be cause for rejection of Proposal.

28. ACCEPTANCE OF WORK

- A. It is agreed by both CONSULTANT and OWNER that the payment and acceptance of any payment under this AGREEMENT shall not constitute a final acceptance of the work, but that final acceptance shall be made by the OWNER'S representative, Mr. Thomas A. Minwegen, General Manager, of the Clark County Water Reclamation District.
- B. OWNER'S representative may delegate any or all of his responsibilities under this AGREEMENT to appropriate staff members and shall so inform CONSULTANT by written notice before the effective date of each such delegation.

29. WAIVER

The failure of OWNER in any one or more instances to insist upon performance of any of the provisions of this AGREEMENT shall not be construed a waiver of such provisions with regard to future performance.

30. REMEDIES

The rights and remedies provided herein shall be cumulative and in addition to any other rights and remedies provided by law or equity.

31. GOVERNING LAW

Nevada Law shall govern the interpretation, enforcement and resolution of disputes concerning the performance or non-performance of the AGREEMENT.

32. SIGNATURE AUTHORIZATION

All signatures hereto warrant PARTIES have full power and legal right to enter into and carry out this AGREEMENT.

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33. COUNTERPARTS; ELECTRONIC DELIVERY

This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

34. FISCAL FUNDING OUT

Owner reasonably believes that funds can be obtained sufficiently to make all payments during the term of this contract. If OWNER does not allocate funds to continue the purchase of the products and/or services this contract shall be terminated when appropriated funds expire.

35. RIGHT TO MARKET

The District does not participate in any advertisements that directly or imply an endorsement by the District, or that the work done on the District's behalf may be summarized or reported for a business purpose.

36. FAIR EMPLOYMENT PRACTICES

The Board of Trustees is committed to promoting full and equal business opportunity for all persons doing business in Clark County. CONSULTANT acknowledges that OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. CONSULTANT recognizes that if they or their subconsultants 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, OWNER may declare CONSULTANT in breach of contract, terminate contract, and designate CONSULTANT as non-responsible.

In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

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

Any violation of such provision by CONSULTANT constitutes a material breach of contract.

37. ATTORNEY FEES

In any action brought to enforce this AGREEMENT, the prevailing party is entitled to reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed this day and year first above written:

**CLARK COUNTY WATER
RECLAMATION DISTRICT**

By: _____
THOMAS A. MINWEGEN
General Manager

NAME OF THE FIRM

By: _____
CONTACT PERSON
Title

APPROVED AS TO AVAILABLE FUNDING:

By: _____
BRIDGETTE McINALLY
Financial Services Manager

APPROVED AS TO LEGALITY ONLY:
STEVEN WOLFSON, DISTRICT ATTORNEY

By: _____
CAROLYN CAMPBELL
Deputy District Attorney

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EXHIBIT C - INSURANCE REQUIREMENTS

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

1. FORMAT / TIME

SUCCESSFUL PROPOSER shall provide OWNER with Certificates of Insurance, per the sample format (page 52), for coverage as listed below, and endorsements affecting coverage required by this CONTRACT within ten (10) business days after the award by OWNER. 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 CONTRACT and any renewal periods.

2. BEST KEY RATING

OWNER requires insurance carriers to maintain during CONTRACT term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the certificate of insurance.

3. OWNER COVERAGE

OWNER, its officers and employees must be expressly covered as additional insureds except on workers' compensation insurance coverage. SUCCESSFUL PROPOSER'S insurance shall be primary as respects OWNER, its officers and employees.

4. ENDORSEMENT / CANCELLATION

SUCCESSFUL PROPOSER'S commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically SUCCESSFUL PROPOSER'S contractual obligation of additional insured to OWNER. All policies must note that OWNER 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.

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 attachment, SUCCESSFUL PROPOSER 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.

8. AUTOMOBILE LIABILITY

Subject to paragraph 6 of this attachment, SUCCESSFUL PROPOSER 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 SUCCESSFUL PROPOSER and **any auto** used for the performance of services under CONTRACT.

9. WORKERS' COMPENSATION

SUCCESSFUL PROPOSER shall obtain and maintain for the duration of CONTRACT, a work certificate 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 PROPOSER who is a Sole Proprietor shall be required to submit an affidavit (p. 54) indicating that PROPOSER 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.

10. FAILURE TO MAINTAIN COVERAGE

If SUCCESSFUL PROPOSER fails to maintain any of the insurance coverage required herein, OWNER may withhold payment, order SUCCESSFUL PROPOSER to stop the work, declare SUCCESSFUL PROPOSER in breach, suspend or terminate CONTRACT, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. OWNER may collect any replacement insurance costs or premium payments made

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from SUCCESSFUL PROPOSER or deduct the amount paid from any sums due SUCCESSFUL PROPOSER under CONTRACT.

11. ADDITIONAL INSURANCE

SUCCESSFUL PROPOSER is encouraged to purchase any such additional insurance as it deems necessary.

12. DAMAGES

SUCCESSFUL PROPOSER is required to remedy all injuries to persons and damage or loss to any property of OWNER, caused in whole or in part by SUCCESSFUL PROPOSER, their subcontractors or anyone employed, directed or supervised by SUCCESSFUL PROPOSER.

13. COST

SUCCESSFUL PROPOSER shall pay all associated costs for the specified insurance. The cost shall be included in the bid price(s).

14. INSURANCE SUBMITTAL ADDRESS

All Insurance Certificates requested shall be sent to the Clark County Water Reclamation District, Purchasing and Contracts Department. See the "Submission of Proposal" clause in Section 2. Proposal of the RFP for the appropriate mailing address.

15. INSURANCE FORM INSTRUCTIONS

The following information must be filled in by SUCCESSFUL PROPOSER'S Insurance Company representative:

- A. Insurance Broker's name, complete address, contact name, phone and fax numbers.
- B. SUCCESSFUL PROPOSER'S name, complete address, phone and fax numbers.
- C. Insurance Company's Best Key Rating
- D. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Medical Expenses (\$5,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) General Aggregate (\$2,000,000)
 - (H) Products - Completed Operations Aggregate (\$2,000,000)
- E. Automobile Liability (Any Auto)
 - (I) Policy Number
 - (J) Policy Effective Date
 - (K) Policy Expiration Date
 - (L) Combined Single Limit (\$1,000,000)
- F. Worker's Compensation
- G. Description: RFP Number _____, _____ (must be identified on the initial insurance form and each renewal form).
- H. Certificate Holder
 - 1. Clark County Water Reclamation District
 - 2. c/o Purchasing and Contracts Department
 - 3. 5857 East Flamingo Road
 - 4. Las Vegas, Nevada 89122
- I. Appointed Agent Signature to include license number and issuing state.

SECTION 5: SAMPLE STANDRAD CONTRACT
RFP NO. 140049
WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1. 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.

2. 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 1. INSURANCE BROKER'S NAME ADDRESS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">3. CONTACT NAME:</td> </tr> <tr> <td style="width: 60%;"> 4. PHONE (A/C No. Ext): BROKER'S PHONE NUMBER </td> <td style="width: 40%;"> FAX (A/C No.) BROKER'S FAX NUMBER </td> </tr> <tr> <td colspan="2"> E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS </td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2" style="text-align: right;">NAIC #</td> </tr> </table>	3. CONTACT NAME:		4. 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 #			
3. CONTACT NAME:													
4. 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 2. SUCCESSFUL PROPOSER'S NAME ADDRESS PHONE & FAX NUMBERS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A:</td> <td style="width: 20%;">3. CARRIER'S</td> </tr> <tr> <td>INSURER B:</td> <td>BEST KEY</td> </tr> <tr> <td>INSURER C:</td> <td>RATING</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A:	3. CARRIER'S	INSURER B:	BEST KEY	INSURER C:	RATING	INSURER D:		INSURER E:		INSURER F:	
INSURER A:	3. CARRIER'S												
INSURER B:	BEST KEY												
INSURER C:	RATING												
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

5. 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
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	☐ CLAIMS-MADE ☒ OCCUR.						MED EXP (Any one person)	\$(E) 5,000
							PERSONAL & ADV INJURY	\$(F) 1,000,000
							GENERAL AGGREGATE	\$(G) 2,000,000
							PRODUCTS – COMP/OP AGG	\$(H) 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						DEDUCTIBLE MAXIMUM	\$ 25,000
	☐ POLICY ☒ PROJECT ☐ LOC							
5.	AUTOMOBILE LIABILITY	X		(I)	(J)	(K)	COMBINED SINGLE LIMIT (Ea accident)	\$(L) 1,000,000
	☒ 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	N/A					WC STATUTORY LIMITS	OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE – E.A. EMPLOYEE	\$
							E.L. DISEASE – POLICY LIMIT	\$

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

7. RFP NO.

8. CERTIFICATE HOLDER

CANCELLATION

CLARK COUNTY WATER RECLAMATION DISTRICT
 C/O PURCHASING AND CONTRACTS DEPARTMENT
 5857 E. FLAMINGO RD
 LAS VEGAS, NV 89122

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

9. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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SECTION 5: SAMPLE STANDRAD CONTRACT
RFP NO. 140049
WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

RFP 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 WATER RECLAMATION DISTRICT
C/O PURCHASING AND CONTRACTS DEPARTMENT
5857 E. FLAMINGO RD
LAS VEGAS, NV 89122

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

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

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

SECTION 5: SAMPLE STANDARD CONTRACT
RFP NO. 140049
WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION

AFFIDAVIT
(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____,
being _____
(Name of Sole Proprietor) (Legal Name of Company)
duly sworn, depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of CONTRACT, identified as RFP No.// //, NAME // //;
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 Water Reclamation District from all liability associated with claims made against me and my company, in the performance of 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 _____, _____,
by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

SECTION 5: SAMPLE STANDRAD CONTRACT
RFP NO. 140049
WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION

EXHIBIT D – DISCLOSURE OF OWNERSHIP

Business Entity Type					
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization
☐ Other					
Business Designation Group					
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐	☐
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise		
Corporate/Business Entity Name:					
(Include d.b.a., if applicable)					
Street Address:			Website:		
City, State and Zip Code:			POC Name and Email:		
Telephone No:			Fax No:		
Local Street Address:			Website:		
City, State and Zip Code:			Local Fax No:		
Local Telephone No:			Local POC Name Email:		
Number of Clark County Nevada Residents Employed:					

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 any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, 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.)
- 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, University Medical Center, Department of Aviation, 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

SECTION 5: SAMPLE STANDRAD CONTRACT RFP NO. 140049 WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION
--

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, University Medical Center, Department of Aviation, 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 anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

SECTION 5: SAMPLE STANDRAD CONTRACT RFP NO. 140049 WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION

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 anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

For County Use Only:

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Notes/Comments:

Signature

Print Name
Authorized Department Representative

For County Use Only:

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Notes/Comments:

Signature

Print Name
Authorized Department Representative

SECTION 5: SAMPLE STANDRAD CONTRACT RFP NO. 140049 WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION

EXHIBIT E – CONTRACTOR/CONSULTANT TRAVEL POLICY

PURPOSE:

This document provides detailed rules and establishes procedures for all District Contractor/Consultants incurring business travel expenses related to services provided to the District while under contract.

BUSINESS TRAVEL

1. Arrangements for business travel shall be made at the lowest reasonable and customary fare available. Travel arrangements shall be booked 14 days in advance of departure, or sooner with prior written approval by the District. Upgrade charges to business travel (i.e. upgrading to business/first class, changing your departure/ arrival time) are the Traveler's personal responsibility and expense.
2. Should unforeseen travel delays occur due to weather, national emergency, changes in schedule made by the carrier, etc., the Traveler should use discretion when making arrangements for additional travel to ensure the lowest cost to the District.
3. Travelers shall be held responsible for cancellations costs incurred if, as a result of their own actions, a trip is not taken.
4. Airport parking fees incurred during business travel for the District will be reimbursed at Long Term/Economy parking rates.

RENTAL CARS

1. Travelers may be allowed to rent a car at their destination when:
 - a. It is less expensive (considering all costs including rental, fuel, and taxes) than other transportation such as taxis, public transportation, hotel, and/or airport shuttles.
 - b. They are transporting heavy equipment, large, bulky, or sensitive materials.
2. Car rental is limited to an Economy/Standard car. The District will not pay for navigation systems, cellular telephones, upgrade in class, or other options provided by the rental company. District will not reimburse for insurance coverage provided by rental company. Refueling charges from the rental company are not reimbursable, only cost of lowest grade fuel (87 octane) will be reimbursed.
3. Only the Traveler who signs the rental car agreement will be allowed to drive the rental car. The District will not pay the cost to add additional drivers to the agreement.

MILEAGE

1. Travelers will be reimbursed for approved business travel using personal vehicles on a fixed mileage rate. If a private vehicle is used for personal convenience, the allowance for travel is one-half the standard mileage reimbursement rate. Additionally, the maximum allowed for personal care usage mileage reimbursement will not exceed the cost of commercial airfare.

SECTION 5: SAMPLE STANDRAD CONTRACT RFP NO. 140049 WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION

2. Travelers will not be reimbursed for any fuel cost, maintenance costs, car washes, towing, or repairs to their personal vehicles even if these costs result from business travel.
3. Compensation is not allowed for transportation to/from the home and principal place of business. Mileage may be reimbursed if mileage is in excess of miles to/from home and principal place of business.

LODGING, MEALS AND INCIDENTALS

1. Lodging, Meal and Incidental Per Diem Allowance is defined as a daily payment instead of reimbursement for actual expenses for all lodging (including taxes and fees), meal and incidental expenses, including tips.
2. Lodging, meal and incidental expenses for business related travel of Monday through Friday WILL BE REIMBURSED AT THE PER DIEM RATE as established for federal government employees. Exceptions must be pre-approved by District personnel in writing.
3. Per federal guidelines, on the day of departure and the last day of travel, meal and incidental reimbursements will be at 75% of the applicable meal per diem rate.
4. The current Lodging, Meal and Incidental reimbursement rates for Clark County, Nevada, can be obtained via the Internet at www.gsa.gov/perdiem.

MEAL REIMBURSEMENT FOR ONE-DAY TRAVEL

1. Travelers shall not be reimbursed for meal and incidental expenses incurred for one day travel. Meal and incidental expenses will only be reimbursed when the travel is outside the local area for longer than a Traveler's ordinary day's work.

MISCELLANEOUS TRAVEL EXPENSE EXCLUSIONS

1. Expenses such as alcohol, sightseeing, tours, souvenirs, gifts, toiletries, personal items, movies, health club fees, laundry, sporting events, spas, etc., and any other expenses incurred before or after approved business related travel will not be reimbursed.
2. Travel expenses incurred by a spouse or other individual accompanying the Traveler on business will not be reimbursed.
3. Expenses for travel insurance coverage will not be reimbursed.

REIMBURSEMENT

All original receipts must be submitted for items not included in Per Diem, including all transportation (airfare/bus/rail, etc.), rental car, airport parking fees, and fuel for rental car.

SECTION 5: SAMPLE STANDARD CONTRACT
RFP NO. 140049
WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION
EXHIBIT F – SUBCONTRACTOR INFORMATION

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 BUSINESS ENTERPRISE (VET): 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 certified veterans.

DISABLED VETERAN BUSINESS ENTERPRISE (DVET): 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 certified disabled veterans.

NEVADA BUSINESS ENTERPRISE (NBE): Any **Nevada** business which has the resources necessary to sufficiently perform identified OWNER projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this AGREEMENT:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ NBE
 2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ NBE
 3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ NBE
- ☐ No MBE, WBE, PBE, SBE, VET, DVET or NBE subcontractors will be used.

SECTION 6: PROPOSAL RESPONSE RFP NO. 140049, WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION TAB A—TRANSMITTAL LETTER
--

A cover letter should summarize the important features of your firm's Proposal, including contact information, relationship between offering firms (if applicable), indication of whether the firm has a current Clark County business license, or a statement affirming the ability to obtain the license, and the signature of a person authorized to bind the PROPOSER to the terms and conditions of this RFP and the execution of their Proposal.

SECTION 6: PROPOSAL RESPONSE
RFP NO. 140049, WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION
TAB B—MINIMUM QUALIFICATION REQUIREMENTS FORM

1. GENERAL

Proposer's Name: _____

Proposer's Address: _____

Contact Person: _____ Title: _____

Telephone: _____ Fax: _____

Email: _____

1. EXPERIENCE

List all projects performed in the last five (5) years, substantiating the Proposer has demonstrated experience and competence in SharePoint public facing website implementations of similar type and scope to that requested in this RFP. Add additional page, if needed.

Project 1 Name: _____

Customer Name: _____

Customer Industry Type: _____ Customer Number of Employees: _____

Customer Location/Address: _____

Customer Representative: _____

Customer Representative Phone: _____ Email: _____

Year Project Started: _____ : Date Completed: _____

Brief Description of Project: _____

Project 2 Name: _____

Customer Name: _____

Customer Industry Type: _____ Customer Number of Employees: _____

Customer Location/Address: _____

Customer Representative: _____

Customer Representative Phone: _____ Email: _____

Year Project Started: _____ : Date Completed: _____

Brief Description of Project: _____

SECTION 6: PROPOSAL RESPONSE RFP NO. 140049, WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION TAB B—MINIMUM QUALIFICATION REQUIREMENTS FORM

Project 3 Name: _____

Customer Name: _____

Customer Industry Type: _____ Customer Number of Employees: _____

Customer Location/Address: _____

Customer Representative: _____

Customer Representative Phone: _____ Email: _____

Year Project Started: _____ : Date Completed: _____

Brief Description of Project: _____

Project 4 Name: _____

Customer Name: _____

Customer Industry Type: _____ Customer Number of Employees: _____

Customer Location/Address: _____

Customer Representative: _____

Customer Representative Phone: _____ Email: _____

Year Project Started: _____ : Date Completed: _____

Brief Description of Project: _____

SECTION 6: PROPOSAL RESPONSE
RFP NO. 140049, WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION
TAB C – OVERALL ORGANIZATION, QUALIFICATIONS & EXPERIENCE OF THE FIRM

At a minimum, provide the following information relative to your firm. If the project is to be accomplished through an affiliation or joint venture of several firms or by utilizing a sub-consultant, **the same information must be provided for each Sub-Proposer and/or joint venture member.**

- (a) Firm name and business address, internet URL (if any), telephone and fax number. Include the name, title, direct phone number and E-mail address of the individual who will serve as your firm's primary and secondary contact.

Proposer's Response:

- (b) Location of the office that will serve as the primary contact during project implementation.

Proposer's Response:

- (c) A brief description of your firm locally, statewide and nationally (if applicable). Include the year your firm was established.

Proposer's Response:

SECTION 6: PROPOSAL RESPONSE
RFP NO. 140049, WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION
TAB C – OVERALL ORGANIZATION, QUALIFICATIONS & EXPERIENCE OF THE FIRM

(d) Indicate your firm's local presence by answering the following questions:

- (i) Do you have a local office?
- (ii) Will all your key staff assigned to perform the services requested herein be located in the PROPOSER's local office during the term of the resulting contract with the OWNER? If not, please specifically identify which of your key staff (include names & functions) is located in your local office or elsewhere (by number and percentage).
- (iii) Will your firm be able to legally execute contracts at the local office?

Proposer's Response:

(e) A brief description of the overall qualifications of your firm and of the project team to perform the services requested herein.

Proposer's Response:

(f) List the number of employees and how many are associated with SharePoint 2013 Server Enterprise.

Proposer's Response:

SECTION 6: PROPOSAL RESPONSE

RFP NO. 140049, WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION TAB C – OVERALL ORGANIZATION, QUALIFICATIONS & EXPERIENCE OF THE FIRM

- (g) List the number of years your firm has been engaged in implementing public facing websites using SharePoint Server Enterprise similar in scope to the needs of OWNER. List the number of SharePoint 2013 Server Implementations performed by your firm.

Proposer's Response:

- (h) Identify if the firm is a Microsoft Certified Gold Partner.

Proposer's Response:

- (i) Provide examples (three to five) of similar projects of public facing SharePoint websites (**public sector, utility preferred**) that encompassed similar services performed by your team within the last five years. The examples should include the nature of your involvement in the project, any special environmental, political or technical problems involved in the project, how the problems were resolved, the name, telephone phone number and the e-mail address of the owner's representative in charge of the project, the project/website URL (only sites that are live will be taken into account), the contracted amount for the project, the total project cost, and when the project was performed. **Include track record in meeting schedule and cost constraints. Identify any of your key personnel proposed for this project (by name and position) in association with these examples.**

Proposer's Response:

SECTION 6: PROPOSAL RESPONSE

**RFP NO. 140049, WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION
TAB C – OVERALL ORGANIZATION, QUALIFICATIONS & EXPERIENCE OF THE FIRM**

- (j) Furnish three customer references, including company name, and contact information where implementations/upgrades of similar scope have been completed. References must be provided in association with your examples of similar projects requested in Tab B (a) and/or Tab C (i). Use **Exhibit I** in providing this information and submit it with your proposal.

Proposer's Response:

- (k) Provide an organizational chart illustrating the relationship between the Project Manager and Key Personnel to be assigned to this project (by position and name) and their roles and responsibilities. Identify sub-consultants in the organizational chart firm and by name.

Proposer's Response:

SECTION 6: PROPOSAL RESPONSE
RFP NO. 140049, WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION
TAB D—STAFF QUALIFICATIONS AND EXPERIENCE

- (a) Include the name and qualifications of the Project Manager to be assigned to this project. Include the Project Manager's prior project experience that best illustrates his/her expertise to perform the requested services.

Proposer's Response:

- (b) Identify and provide the qualifications of Key Personnel (both prime and sub-consultants) proposed to work on this project. Include the adequacy and appropriateness of their credentials and capabilities, expected project assignments, the extent of their project participation, and the relevance of their prior experience to this project. The successful PROPOSER may not change key personnel proposed for this project without OWNER approval. Replacement personnel should have similar experience and qualifications.

Proposer's Response:

- (c) Provide resume information relevant to similar projects for the Project Manager and Key Personnel to be assigned to this project. Identify the following:
- (xi) Current position with the PROPOSER
 - (xii) Years with the company
 - (xiii) Project position to be staffed
 - (xiv) Years of experience in the position/role proposed for this RFP
 - (xv) Work experience (include):
 - (a) Years of experience with public sector/or utility clients
 - (b) Years of experience working with SharePoint (identify which versions).
 - (xvi) Technical skills relevant to the project
 - (xvii) Education and training (indicate the year in which it was completed)
 - (xviii) All applicable valid licenses and certifications
 - (xix) Place of residence (resides in Clark County, Nevada or elsewhere)
 - (xx) Work on similar projects (especially for public sector and utility clients).
List the project name, project dates, project scope and the key member

SECTION 6: PROPOSAL RESPONSE
RFP NO. 140049, WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION
TAB D—STAFF QUALIFICATIONS AND EXPERIENCE

involvement. Identify challenges confronted by Project Manager/Key Personnel, lessons learned, and how your approach addressed these challenges and lessons. For any projects listed include the name, telephone number and e-mail address of the owner's representative in charge of the project.

Proposer's Response:

SECTION 6: PROPOSAL RESPONSE
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TAB E—PROJECT APPROACH

The proposed project approach should include the following:

- (a) A statement of project understanding.

Proposer's Response:

- (b) The number of employees that will be dedicated to this project.

Proposer's Response:

- (c) Detailed information regarding onsite and offsite work to be performed. (by personnel and number of hours)

Proposer's Response:

- (d) If subcontracting:

(iii) Are you subcontracting another firm that provides SharePoint 2013 Server Enterprise services in the response to this RFP?

(iv) Describe how your firm and the firm being subcontracted have worked together in the past. Include details such as the scope of projects worked on, descriptions of projects, project roles etc.

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TAB E—PROJECT APPROACH

Proposer's Response:

(e) A management/technical approach that should describe the utilization of specific methodologies and techniques to perform the tasks outlined in **EXHIBIT A – Scope of Work**. Clearly explain reasons for modifications or expansions of tasks. Specifically address the following areas:

- (i) Information regarding your firm's current commitments. List projects that your firm is currently contracted to complete in 2014. Discuss how you propose to ensure that such commitments or potential overlaps will not affect the OWNER's schedule and project quality. In particular, describe the availability of your proposed Project Manager for this engagement and explain how you will ensure the continuity of the same Project Manager throughout the duration of the project.
- (ii) A project plan
- (iii) Provide detailed description of all phases/tasks that will be completed during the term of the project.
- (iv) Provide detailed project schedule including man hour (broken down by individual) estimates for the phases/tasks and list of deliverables. Include your recommended time period for the District to review and accept deliverables. The schedule should highlight key milestones.

Proposer's Response:

SECTION 6: PROPOSAL RESPONSE RFP NO. 140049, WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION TAB F- QUALITY CONTROL PROCEDURE	
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The proposed quality control procedures should include the following:

- (a) A summary of the internal quality control procedures and that of any proposed sub-consultants.

Proposer's Response:

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SECTION 6: PROPOSAL RESPONSE
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TAB G – COMPLIANCE WITH THE OWNER’S STANDARD CONTRACT

Confirm your compliance or indicate any exceptions your firm would have with the OWNER’s standard contract.

Proposer’s Response:

SECTION 6: PROPOSAL RESPONSE
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TAB H – DISCLOSURE OF OWNERSHIP

**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), or Physically-Challenged Business Enterprise (PBE). 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.

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.

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.

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, University Medical Center of Southern Nevada, 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).

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.

SECTION 6: PROPOSAL RESPONSE
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TAB H – DISCLOSURE OF OWNERSHIP

Business Entity Type						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐	☐	
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise			
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:			Website:			
City, State and Zip Code:			POC Name and Email:			
Telephone No:			Fax No:			
Local Street Address:			Website:			
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name Email:			
Number of Clark County Nevada Residents Employed:						

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.

3. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, 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.)

4. 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, University Medical Center, Department of Aviation, 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

Title

Print Name

Date

SECTION 6: PROPOSAL RESPONSE RFP NO. 140049, WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION TAB H – DISCLOSURE OF OWNERSHIP
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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, University Medical Center, Department of Aviation, 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 anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

SECTION 6: PROPOSAL RESPONSE RFP NO. 140049, WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION TAB H – DISCLOSURE OF OWNERSHIP

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 anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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 anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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 anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

SECTION 6: PROPOSAL RESPONSE RFP NO. 140049, WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION TAB I – SIGNATURE PAGE
--

PROPOSAL MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER, WHICH MUST BE THE LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

LEGAL NAME OF FIRM

NAME AND TITLE OF AUTHORIZED
REPRESENTATIVE (PRINT OR TYPE)

ADDRESS OF FIRM

PHONE NUMBER OF AUTHORIZED
REPRESENTATIVE

CITY, STATE ZIP

E-MAIL ADDRESS

DATE

SECTION 6: PROPOSAL RESPONSE RFP NO. 140049, WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION TAB I – SIGNATURE PAGE
--

BUSINESS DESIGNATION GROUP INFORMATION

FOR INFORMATIONAL PURPOSES ONLY:

The above referenced firm is a ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ NBE ☐ LBE as defined below.

STATE OF NEVADA BUSINESSES

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 BUSINESS ENTERPRISE (VET):

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 certified veterans.

DISABLED VETERAN BUSINESS ENTERPRISE (DVET):

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 certified disabled veterans.

NEVADA BUSINESS ENTERPRISE (NBE):

Any Nevada business which has the resources necessary to sufficiently perform identified DISTRICT projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

BUSINESSES IN OTHER STATES

LARGE BUSINESS ENTERPRISE (LBE):

An independent and continuing business for profit which performs a commercially useful function and is not located in Nevada.

SECTION 6: PROPOSAL RESPONSE RFP NO. 140049, WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION TAB J – PRICING PROPOSAL
--

PROPOSER’S NAME

Services to complete all phases/tasks/
deliverables of the RFP

NTE amount _____

Software, licenses and support
necessary to complete the system upgrade

NTE amount _____

Travel expenses incidental to the
services requested in this RFP

NTE amount _____

Total Project cost inclusive of all fees,
profits and other costs incidental to providing
the services requested in this RFP

Total NTE amount _____

Optional software, licenses and support

NTE amount _____

(PRINTED NAME AND TITLE OF THE AUTHORIZED REPRESENTATIVE)

(SIGNATURE OF THE AUTHORIZED REPRESENTATIVE)

(DATE)

SECTION 6: PROPOSAL RESPONSE RFP NO. 140049, WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION EXHIBIT I – REFERENCES
--

Please provide three (3) references where upgrades of similar scope have been implemented. Below information should be relative to the examples of similar projects provided for this RFP. IT IS THE PROPOSER'S RESPONSIBILITY TO ENSURE THAT THE PROVIDED REFERENCES CONTACT INFORMATION IS VALID AND/OR UP-TO-DATE.

Your Company Name: _____

Full Address: _____

Phone/Fax Number: _____

E-mail Address: _____

Agency/Firm Name: _____

Full Address: _____

Contact Name: _____

Contact Phone: _____ Contact E-mail Address: _____

Services Provided: _____

Agency/Firm Name: _____

Full Address _____

Contact Name _____

Contact Phone: _____ Contact E-mail Address: _____

Services Provided: _____

Agency/Firm Name: _____

Full Address: _____

Contact Name: _____

Contact Phone: _____ Contact E-mail Address: _____

Services Provided: _____
