

RFP FOR ENVIRONMENTAL CONSULTING SERVICES

RFP # 98T42501

BIDS DUE NO LATER THAN: 5:00pm on February 2, 2024



**1020 E Wilson Road
Pahrump, NV 89048
775.727.9970
www.nyecc.org**

Notification:
Issued December 15, 2023

Addendum to RFP effective 12/18/23 Questions about the RFP should be emailed to jess@nyeccc.org; stacy@nyeccc.org; tammi@nyeccc.org; with RFP #98T42501 Question in the subject line by 3pm on 12/29/23.
Answers to questions will be posted on the final page of the RFP no later than 1/12/24.

**NyE Communities Coalition
NOTICE TO PROPOSERS**

RFP # 98T42501

PROJECT TITLE: Environmental Consulting Services

NOTICE IS HEREBY GIVEN that the NyE Communities Coalition (NyECC) will receive proposals for the project listed above. Said proposals must be received by NyECC NO LATER THAN **5:00** p.m. on **February 2, 2024 via email to jess@nyeccc.org, stacy@nyeccc.org, and tammi@nyeccc.org**. Send email with RFP # 98T42501 as subject line. Proposals not received by deadline will not be accepted.

The right is reserved to reject any proposal or to accept any proposal which is deemed by NyECC to be in the best interest of NyECC and the coalition partners, Nye, Lincoln, and Esmeralda Counties. NyECC reserves the right to waive any irregularities and/or informalities in the proposal process.

All proposals are to be marked clearly in the email subject line "RFP # 98T42501".

PROJECT DESCRIPTION: NyECC will use U.S. Environmental Protection Agency grant funding in the amount not to exceed \$393,840 to conduct assessments of contaminated or potentially contaminated properties ("Brownfields") within the boundaries of, Nye, Lincoln, and Esmeralda Counties, designated as redevelopment areas. The selected Qualified Environmental Professional (QEP) will assist by providing project management, community outreach services, preparing an inventory of potential Brownfields sites, conducting Phase I and Phase II assessments on priority sites, submittal of monthly updates in the form of written reports to the Brownfields Coordinator to be used in preparing quarterly reports to the EPA, entering data into ACRES, and developing clean-up plans.

The work to be performed under this Contract shall be commenced by the successful firm after all executed Contract documents have been submitted for each unique scope of work, and after being notified to proceed by NyECC.

RFP may be obtained from NyECC Chief Operating Officer or online website at: <http://www.nyeccc.org>.

For further information, contact NyECC. The individual responsible for coordinating this bid is: **Jess Rosner, Tonopah Programs Manager, jess@nyeccc.org or Tammi Odegard, Chief Operating Officer, tammi@nyeccc.org**.

Special Conditions & Specifications (Specific to Project)

RFP GENERAL OVERVIEW RFP # 98T42501 – ENVIRONMENTAL CONSULTING SERVICES

The purpose of this RFP is to solicit the information needed for NyE Communities Coalition (NyECC) to select a consulting firm to provide environmental consulting services. NyECC will use U.S. Environmental Protection Agency grant funding (FAIN 98T42501) to conduct assessments of contaminated or potentially contaminated properties (“Brownfields”) within the boundaries of NyECC’s designated redevelopment areas. The three (3) areas are Nye, Lincoln, and Esmeralda Counties, including the Duckwater Shoshone Reservation (located within Nye County) in Nevada. The selected consultant will assist by providing project management and community outreach services, preparing an inventory of potential Brownfields sites, conducting Phase I and Phase II assessments on priority sites and developing clean-up plans, and monthly and quarterly reporting.

The firm selected to provide these services will be required to assure the assessments are conducted in compliance with the Society for Testing and Materials (ASTM) practices and guidelines for Phase I ESA’s Standard E1527-21 and for Phase II ESA ASTM Standard E1903-19 and the U.S. EPA 40 CFR Part 312 Standards and Practices for All Appropriate Inquiries (AAI), as well as state and local agency requirements.

The Contractor agrees to comply with the requirements as set forth in 2 CFR 255, Cost Principles for State, Local and Indian Tribe Governments; OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments; and, 40 CFR Part 31.36(j), which limits EPA’s participation in the salary rate (excluding overhead and travel) paid to individual consultants retained by NyECC to the maximum daily rate for a Level IV of the (federal) Executive Schedule. The rate is adjusted annually. As of January 1, 2023, the rate is \$705.77 per day and \$88.22 per hour.

As required by NyECC’s agreement with the EPA, NyECC must comply with the requirements of EPA’s Program for Utilization of Small, Minority and Women’s Business Enterprises in procurement as set forth in 40 CFR Part 33. The EPA DBE rule can be accessed at <http://www.epa.gov/osbp>. The selected contractor must comply with 40 CFR Section 33.301, the “Good Faith Efforts” provisions, if it awards subcontracts. Contractors must maintain records documenting compliance with these provisions.

NyECC has accepted the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the Nevada Department of Conservation and Natural Resources. For the procurement of services, the fair share goals are seven percent (7%) for Minority Business Enterprises (MBEs) and twenty-five percent (25%) for Women’s Business Enterprises (WBEs). Accordingly, if the prime contractor does not itself meet these goals, the use of MBE and/or WBE subcontractors may be required if determined that these “fair share” requirements are not being met through other means. NyECC encourages consortia of MBE and/or WBE firms to apply. MBEs and WBEs must be certified by EPA, the U.S. Small Business Administration, the U.S. Department of Transportation, or by a state, local, Tribal or private entity whose certification criteria match EPA’s. For more information regarding MBE/WBE certification please access the following information on the EPA’s website:
http://www.epa.gov/osdbu/pdfs/dbe/mbe_wbe_certification.pdf and
http://www.epa.gov/osdbu/pdfs/dbe/dbe_program_overview_and_full_comparison2.pdf.

The selected contractor shall maintain and provide NyECC with all information necessary to prepare and submit the required MBE/WBE Utilization Report (EPA Form 5700-52A).

The awarded firm will be required to provide NyECC with their unique Dun & Bradstreet Data Universal Numbering System DUNS® number prior to award. If you need a DUNS® number, visit D&B at <http://fedgov.dnb.com/webform>.

RFP RESPONSE FORMAT

Document should be in font Times New Roman size 11 with one-inch margins. Email as one PDF file to jess@nyecc.org, stacy@nyecc.org, and tammi@nyecc.org. Send email with RFP # 98T42501 as subject line. Proposals not received by deadline will not be accepted.

It is the proposer's sole responsibility to see that their proposal is received at the place, date, and time specified. Any proposal received after the scheduled closing time for receipt of proposals will be rejected. Mailed, oral, facsimile, telegraph, or telephone modifications may not be considered.

The contents of the proposal and any clarifications thereto submitted by the successful proposer and accepted by NyECC shall become part of the contractual obligation and incorporated by reference into any ensuing Agreement. All proposals shall become the property of NyECC and shall not be returned. All proposals submitted may become public records under the laws of the State of Nevada and the public may be given access thereto after the formal process has been completed.

QUESTIONS/INFORMATION

Questions concerning aspects of the Proposal process, Post-Award process, and/or Specifications or Project Scope are addressed to: Jess Rosner, Tonopah Programs Manager, jess@nyecc.org, or Tammi Odegard, Chief Operating Officer, tammi@nyecc.org.

SUBMITTAL PARAMETERS

Firms replying to this RFP are required to complete the necessary forms indicated in the Bidder's Checklist and submit relevant information that will be used in the evaluation of firms. The submittal shall have at a minimum, the following information:

1) Company Overview (*Recommend 2 pages or less*)

- Geographic location of the principal office of the firm and the office (if different) which would be responsible for providing services.
- Description of the overall capabilities of the firm and the services which the firm is interested in providing NyECC.
- Number of employees within the firm and within the local office responsible for providing services to NyECC.

2) Company Experience (*Recommend 4 pages or less*)

- Summary of (up to three) recently completed projects on which the firm provided services similar to those sought by NyECC. The project summaries should include a brief description of the project scope and the services provided, and the name and telephone number of a contact person familiar with the consultant's work. Please describe any work to involve the community/public.
- Note experience and knowledge specific to Nye, Esmeralda, and Lincoln counties.

3) Project Approach (*Recommend 10 pages or less*)

- Define firm and individual department hierarchy, provide a description of current in-house quality control, and explain resources available to complete the project.
- Describe approach and work plan for all services requested. Include the following minimum information:
 - a) A detailed work plan that maximizes grant funding, addresses quality control, and utilizes innovative technical approaches.
 - b) A detailed and functional work schedule for the proposed work plan in a manner that is sequenced by timelines. The work schedule must set forth a timeframe for completion and submittal of work products.
 - c) The maximum number and type of public meetings, workshops, meetings with staff, and meetings with outside parties such as NDEP that the responding firm will attend.
 - d) Expectations for NyECC. State the minimum expectations for involvement of, and information the responding firm needs from NyECC to accomplish the project.

4) Cost Schedule (*Recommend 2 pages or less*)

- Provide an itemized cost proposal for the various tasks to be performed. The cost schedule must list the estimated hourly charge or task charge (e.g., for a Phase 1 EA, for a Phase 2 EA, etc.) and estimated hours to be assigned for staff members and/or sub consultants.

5) Key Personnel (*Recommend 2 pages or less*)

- A list of management and staff personnel in the office(s) that would be providing services to NyECC (full resumes may be added in an appendix if desired but should be limited to one page per person, or less).
- Qualifications of key personal and their experience working with Region 9 Brownfields.

EVALUATION PROCESS

NyECC has assembled a committee of no less than 4 members to review all eligible proposals that are received.

Committee members will review and score each proposal individually using the evaluation form. The four individual scores will be added together and the proposal with the highest number of cumulative points will win the bid. Should identical scoring, responsive and responsible bids be received from two or more bidders, NyECC shall notify all parties involved in the tie and may exercise one of the following tie breaking methods unless another alternative is apparent and prudent:

- a) Tie Bid (two vendors): NyECC with a witness present, may flip a coin with heads representing the bidder whose tie bid was first received by NyECC. If the toss is heads, the recommendation will be to this bidder; if tails, the recommendation will be made in favor of the second tied bidder.
- b) Tie Bid (two or more vendors): Should there be two or more tie bids where representatives of the bidders wish to participate in the tie breaking process, NyECC shall set a mutually agreed upon time where, in his office, he shall shuffle a new deck of playing cards and have each bidder's representative cut the cards. The tie bidder who cuts the highest card (with Ace high) shall be recommended for a bid award.

NyECC reserves the right to conduct Oral Interviews at their discretion.

EVALUATION CRITERIA

The evaluation criteria may include but not be limited to the following considerations:

- 1) Understanding of the requested work and responsiveness to the RFP.
- 2) Commitment of a State of Nevada registered professional to assure environmental assessments are conducted in compliance with the Society for Testing and Materials (ASTM) practices and guidelines for Phase I ESA's Standard E1527-21 and for Phase II ESA ASTM Standard E1903-19 and the U.S. EPA 40 CFR Part 312 Standards and Practices for All Appropriate Inquiries (AAI), as well as state and local agency requirements.
- 3) Professional Qualifications and Standing - evaluation criteria may include, but not be limited to: professional excellence, demonstrated competence in the service requested, the education and Brownfields-related experience of the key personnel assigned to project, and environmental consulting experience equivalent to the Project Tasks described below in rural Nevada counties (population under 60,000).
- 4) Completeness of proposal, the proposed schedule, and the fee proposal.
- 5) Consultant's past performance and ability to meet the project schedule and coordinate multiple projects.
- 6) Resources available to complete the project. (Equipment/Software/Staffing).
- 7) Location of consultant's office, project staff; and knowledge of Coalition partners, Nye, Lincoln, and Esmeralda Counties.

Listed below is the evaluation form that will be used to evaluate each proposal.

CONSULTANT EVALUATION FORM

CONSULTANT _____

EVALUATOR _____

DATE _____

CRITERIA	SCORE		
	Weight	Score	Weighted Score
0-10 POINTS EACH			
<u>OVERVIEW</u> <ul style="list-style-type: none"> Local office; geographic and logistical ability Existing services relevant to managing EPA Brownfields Community-Wide Site Assessment Grants or comparable grants and projects. 	1		
<u>EPA AND LOCAL BROWNFIELDS EXPERIENCE</u> <ul style="list-style-type: none"> Firm's experience and success managing EPA Brownfields Community-Wide Site Assessment Grants Description of 3 or more EPA Brownfields Community Wide Site Assessment grant projects in EPA Region 9 with at least 1 project in the State of Nevada in a rural county (population under 60,000) which the consulting firm was prime consultant. Experience with Local government or Brownfields experience in Nye, Lincoln, and Esmeralda Counties. 	5		
<u>PROJECT APPROACH</u> <ul style="list-style-type: none"> Approach to implementing and completing this project. Innovative technical approaches to maximize grant funding. Expertise in meeting AAI and relevant ASTM standards Ability to provide timely response. Quality control 	3		
<u>COST SCHEDULE</u> <ul style="list-style-type: none"> Ability to maximize funding 	1		
<u>KEY PERSONNEL & QUALIFICATIONS</u> <ul style="list-style-type: none"> Qualifications of local key personnel Experience working on EPA Brownfields Community-wide assessment projects. Experience working with EPA, Region 9 Brownfields program and quality assurance offices 	3		
TOTALS			

NEGOTIATION(S)

NyECC shall reserve the right to negotiate any terms and conditions of proposals received, with the final candidate(s) prior to acceptance/rejection of said proposal(s).

Upon determination of the highest rated firm(s), NyECC will commence negotiations with those firms that will be selected for open ended contracts.

RFP TIMELINE

R.F.P. Available to Consultants	December 15, 2023
Written Proposals submitted	February 2, 2024, by 5:00 p.m.
Proposal Evaluation	February 5, 2024, through February 29, 2024
Award Announcement	March 1, 2024

STATUS OF SUCCESSFUL PROPOSER

A successful proposer shall have the status of an "Independent Contractor" as defined by current State and Local Statutes and shall not be entitled to any or all rights, privileges, benefits and emoluments of an employee of NyECC.

CONTRACT REQUIREMENTS

The "Sample Contract" provided in the RFP document is an example of the contract the awarded vendor will be required to sign at the time NyECC and Vendor agree to a specific scope of work. Potential vendors requiring changes to terms contained within the "Sample Contract" must note their exceptions in their RFP response. Exceptions will be considered when evaluating potential vendors.

PROJECT OVERVIEW

BACKGROUND

NyE Communities Coalition (NyECC) is a non-profit organization and a leading provider of socio-economic services in Nye, Esmeralda, and Lincoln Counties, including the Duckwater Shoshone Reservation (located within Nye County) in Nevada. Esmeralda and Lincoln Counties, five of the six towns in Nye County, and the Duckwater Shoshone Reservation have populations of 10,000 or less, with a total of 56,819 people throughout 32,425 square miles (1.75 people per square mile) per the 2020 Census.

All but one of the towns in the NyECC's service area (also referenced in this application as the Target Area (TA)) are rural, desert areas with constrained infrastructure, water scarcity, food deserts, and limited access to medical services. The significant distances (up to 278 miles) between the TA's towns and lack of infrastructure limit the opportunity for growth and development.

These communities' economies have historically depended on mining, military facilities, and agriculture. Mine-scarred lands saturate the TA. Historic mining towns, like Pioche, Tonopah, Beatty, Gabbs, and Round Mountain are built near or on mine tailings with mainly temporary housing (mobile homes and recreational vehicles) intended to serve a transient population. Environmental concerns adversely affecting these communities include physical hazards like mine audits from exploration, mill sites and tailings ponds, and chemical hazards from heavy metal and petroleum contamination.

Brownfield sites in the TA are prevalent in the numerous vacant and degrading temporary structures constructed before 1970. The legacy populations in the TA are aging and tend to live in more permanent homes, interspersed with blighted properties as the temporary structures outlive their operational lifespan. Recent investments in solar energy and electrical infrastructure throughout Nevada have diversified the State's economy to include the renewable energy industry. The Southwest Central Regional Economic Development Authority (SWCREDA) in conjunction with the Governor's Office of Economic Development (GOED) have successfully attracted renewable energy workers and supply chain opportunities. However, the TA local governments are struggling to update their aging infrastructure and increase services to meet the demands of this influx of population and businesses.

SCOPE OF WORK

In addition to the services (e.g., community outreach plan, preparing an inventory of Brownfields sites, conducting Phase I and Phase II assessments on priority sites, developing clean-up plans, and reporting) that Brownfields grants recipients regularly seek from an environmental consultant, the contractor selected through this solicitation will be required to work with NyECC to provide project management and community outreach services. While NyECC will play an active role in the implementation of the Brownfields program, and bear responsibility for accountability to the EPA, as well as provide a project manager and staffing, the selected consultant will be expected to provide their own staffing needed to carry out Tasks 1-5, including Project Management, Planning, Community Outreach, and Reporting.

Before responding to this RFP, please review the Goals and Objectives; Project Goals; Tasks 1-5; and Milestones and Deliverables

GOALS AND OBJECTIVES

EPA Strategic Plan

The EPA Strategic Plan is available at: <https://www.epa.gov/planandbudget/strategicplan.html>. This project supports EPA's Strategic Plan, Goal 1's core mission which is to deliver real results to provide Americans with clean air, land, and water, and ensure chemical safety. Objective 1.3: Revitalize Land and Prevent Contamination.

Outputs:

- 12 site eligibility forms
- 12 Assessment, Cleanup and Redevelopment Exchange System (ACRES) property profiles
- 12 Phase I Environmental Site Assessments (ESAs)
- 5 Sampling and Analysis Plans (SAPs)
- 5 Phase II ESAs
- 3 Cleanup/Reuse Plans
- 1 updated Area wide Planning document
- 12 public meetings

Outcomes:

Anticipated, long-term project results include:

- Redevelopment of properties that are currently unusable.
- Leveraged funding for redevelopment and revitalization.
- Employment of community members in targeted areas with a sustainable wage.
- Engagement of community partners in environmental responsible tasks.

b. Project Goals:

NyECC will prioritize assessment of sites that:

- 1) Are unsafe/unhealthy.
- 2) Are consistent with program goals (increasing affordable housing, diversifying economic development, and improving community resources/benefits); and
- 3) Have available project completion funding.

Priority sites include:

- The waste transfer facility located at the Duckwater Shoshone Reservation, on a one-acre section of Nye County Assessor Parcel Number (APN) 011-651-05, which is targeted to help protect the Tribe's **spring water quality**.
- Pioche Housing Complex (1 Main St., Pioche, NV 89043), a five-acre property that Nevada Rural Housing Authority (NRHA) plans to develop into thirty-five affordable housing units that **incorporate energy efficiency measures**.

Tasks

NyECC will divide the grant into three tasks. Each task cannot exceed the amount noted in section

b: Task Budget. The three tasks are described below:

Task 1 – Program Implementation and Tracking

a. Task Description

NyECC will hire a qualified environmental professional (QEP) and will oversee contractor activities, including:

- Hold an initial (kick-off) and subsequent quarterly meeting of NyECC, NRHA (Nevada Rural Housing Authority), and SWCREDA to:
 - prepare the strategy and outline for an Area-wide Planning document
 - develop a list of potential Brownfield sites
 - review the site list and vote to prioritize sites
 - obtain quarterly updates on project progress and on overall program activities.
- Conduct reporting, including entering data in the ACRES database and quarterly and annual progress and financial reporting.
- Develop an Area-wide Planning document to provide direction for future brownfield assessments.
- Update and revise the RDSBC Public Outreach and Community Involvement Plan (Community Outreach Plan).

The QEP will submit monthly updates to the NyECC Program Manager that will document the progress of the grants and assist with coordination with EPA. Grant reporting will include regular NyECC management meetings with the QEP.

b. Task Budget

Contractual Budget: \$30,240

c. Schedule

Task Start Date: March 1st, 2024, Task Completion Date: September 30, 2026

d. Deliverables

Outputs/Outcomes: Upon execution of QEP Contract: QEP will complete site inventory list (modified as needed, throughout the grant), 12 Meeting Agendas and Summaries, ACRES reporting, Tracking spreadsheet to summarize of properties assessment, quarterly progress reports, and 1 final summary report.

Task 2. Environmental Site Assessments and Planning:

a. Task Description

Once sites have been prioritized, site eligibility forms for the selected sites will be prepared by the QEP, reviewed by NyECC, and submitted to EPA (or the State of Nevada for sites with petroleum contamination) for review and determination of eligibility. Access Agreements will be completed as sites

become approved and signed by the NyECC Program Manager, the QEP, and the Property Owner. Phase I Environmental Site Assessments (ESAs), Sampling and Analysis Plans (SAPs), Phase II ESAs, ACRES Property Profiles, and Cleanup and Reuse Plans will be completed as approved. The QEP will incorporate public comments on the Cleanup and Reuse Plans into final documentation.

Phase I environmental assessments will comply with EPA's All Appropriate Inquiries (AAI) Final Rule (American Society of Testing and Materials (ASTM) (ASTM E1527-21) and be conducted by a Qualified Environmental Professional. Phase II environmental assessments will conform to ASTM E1903-19) and involve investigations that include sampling performed at the sites to confirm the location and identity of environmental hazards.

b. Task Budget

Contractual Budget: \$328,200

c. Schedule

Task Start Date: March 1st, 2024

Task Completion: September 30th, 2026

d. Deliverables

Outputs/Outcomes: Up to 12 Site Eligibility Applications, Up to 12 Site Access Agreements, Up to 12 Phase I ESAs and AAI reporting checklists (one for each Phase I conducted), Up to 5 SAPs, Up to 5 Phase II ESAs, Up to 12 ACRES Property Profiles with updates, and Up to 3 Cleanup and Reuse Plans

Task 3. Public Outreach and Document Development:

a. Task Description

QEP will provide access to information on site identification, assessments, and planning activities online to accommodate rural populations. Website(s), social media platforms and the NyECC Newsletter can provide updates on projects, success stories, meeting schedules, details on public comment opportunities, and other informational and educational materials. NyECC, the counties, and the Duckwater Shoshone tribal members that they serve will report feedback from their representing communities. This feedback will be compiled and recorded to incorporate into future planning. EPA will be acknowledged as a funding partner in outreach materials produced under this grant.

b. Task Budget

Contractual Budget: \$35,400

c. Schedule

Task Start Date: March 1st, 2024,

Task Completion Date: September 30th, 2026

d. Deliverables

Outputs/Outcomes: 1 revised Community Outreach Plan, 12 meeting agendas, 12 public meeting presentations (also available on Zoom), 1 draft and 1 final Updated Area Wide Planning document, up to 15 property fact sheets, up to 15 social media posts, and up to 12 articles for the NyECC Newsletter.

Schedule of Milestones and Deliverables

Calendar Year	Federal FY/Quarter	Quarterly Report Due	Milestones and Deliverables Due with Quarterly Report	Status
2024	FY2024, Q2 (Jan-Mar 2024)	4/20/2024	<ul style="list-style-type: none"> Identify initial sites for assessment Develop QAPP, Sampling and Analysis Plan Develop Community Involvement Plan 	
2024	FY2024, Q3 (April-Jun 2024)	7/20/2024	<ul style="list-style-type: none"> Plan quarterly meetings 	
2024	FY2024, Q4 (July-Sept 2024)	10/20/2024	<ul style="list-style-type: none"> NyECC and the QEP will prepare for and attend meetings and webinars, develop social media posts, and write articles for the distribution in the newsletter. Develop plan to complete Phase I and II ESAs Enter data in ACRES as needed 	
2024	FY2025, Q1 (Oct-Dec 2024)	1/20/2025	<ul style="list-style-type: none"> Plan meeting agendas, public presentations (also available on zoom) Continue completing Phase I and II ESAs Enter data in ACRES as needed 	
2025	FY2025, Q2 (Jan-March 2025)	4/20/2025	<ul style="list-style-type: none"> Develop area wide planning documents Create property fact sheets Enter data in ACRES as needed 	
2025	FY2025, Q3 (April-Jun 2025)	7/20/2025	<ul style="list-style-type: none"> Host public presentations and compiling public comments Enter data in ACRES as needed 	
2025	FY2025, Q4 (July-Sept 2025)	10/20/2025	<ul style="list-style-type: none"> Incorporate public comments on reuse plans Enter data in ACRES as needed 	
2025	FY2026, Q1 (Oct-Dec 2025)	1/20/2026	<ul style="list-style-type: none"> Enter data in ACRES as needed 	
2026	FY2026, Q2 (Jan-March 2026)	4/20/2026	<ul style="list-style-type: none"> Review community improvement plan Enter data in ACRES as needed 	
2026	FY2026, Q3 (April-Jun 2026)	7/20/2026	<ul style="list-style-type: none"> Complete quarterly meetings and update financial status reports. Start final reports Enter data in ACRES as needed 	
2026	FY2026, Q4 (July-Sept 2026)	10/20/2026	<ul style="list-style-type: none"> Complete close out activities 	

GENERAL CONDITIONS

*Please Read Carefully
These Provisions Are a Part of Your Bid and any Contract
Awarded*

Scope of Bid/Proposal: Bids/Proposals are hereby requested for **Environmental Consulting Services**, per specifications herein:

The bidder agrees that:

- A. Bidder has carefully examined the specifications, and all provisions relating to the item(s) to be furnished or the work to be done; understands the bidder is required to comply with all general and programmatic terms and conditions of the EPA grant; and
- B. The bidder will enter into a written contract and furnish the item(s) or complete the work in the time specified, and in strict conformity with NyECC's specifications for the prices quoted; and
- C. The bidder is required to comply with all relevant Nevada Environmental requirements.

Note: Bidder is defined as any individual, partnership, or corporation submitting a bid, proposal, or quotation in response to a request for bid (RFB), request for proposal (RFP), request for information (RFI) or request for quotation (RFQ). A bidder may also be referred to as a bidder, contractor, supplier or vendor.

1. Prices:

All prices and notations must be in ink or typewritten. Mistakes may not be crossed out or corrected with written ink but must be corrected in type. Bids shall indicate the unit price extended to indicate the total price for each item bid. Any difference between the unit price correctly extended and the total price shown for all items bids shall be resolved in favor of the unit prices. Bidders are encouraged to review all prices prior to bid submittal, as withdrawal or correction may not be permitted after the bid has been opened.

2. Firm Prices:

Prices on bid shall be firm prices not subject to escalation unless otherwise provided for in the specifications. In the event the specifications provide for escalation, the maximum limit shall be shown, or the bid shall not be considered. In the event of a decline in market price below a price bid, NyECC shall receive the benefit of such decline.

3. Items Offered:

If the item offered by the bidder has a trade name, brand and/or catalog number, such shall be stated in the bid. If the bidder proposes to furnish an item of a manufacturer or vendor other than that mentioned on the face hereof, the bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the item offered is that designated even though the bid may state "or equal".

4. Brand Names:

Whenever reference to a specific brand name is made, it is intended to describe a component that has been determined to best meet operational, performance, or reliability, thereby incorporating these standards by reference within the specifications. These specifications are not meant to limit the vendor; they are guidelines to minimum qualifications. The bidder shall indicate their compliance or non-compliance for each line of the specification. Any deviations from the specifications or where submitted literature does not fully support the meaning of the specifications must be clearly cited in writing by the bidder. An equivalent ("or equal") may be offered by the bidder, subject to evaluation and acceptance by NyECC. It is the bidder's

responsibility to provide, at bidder's expense, samples, test data, or other documentation and NyECC may require us to fully evaluate and determine acceptability of an offered substitute. NyECC reserves the sole right to reject a substituted component that will not meet or exceed standards.

5. Samples:

Samples may be required for bid evaluation and testing purposes. Bidders shall agree to provide samples upon request and at no additional cost.

6. Withdrawal of Bids:

Bids may be withdrawn by written notice received prior to the exact hour and date specified for receipt of bid. A bid may also be withdrawn in person by a bidder, or bidder's authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted.

7. Late Bids, Modifications, or Withdrawals:

Bids, modifications of bids, or bid withdrawals received after the exact time and date specified for receipt will not be considered.

8. Mistake in Bid:

- (a) If the bidder discovers a mistake in bid prior to the hour and date specified for receipt of bid, bidder may correct the mistake by withdrawing the bid in accordance with Item 7 above and resubmit prior to the stated bid deadline.
- (b) If within seventy-two hours of the bid closing and prior to the issuance of a purchase order or a contract, the bidder discovers a mistake in a bid of a serious and significant nature, bidder may request consideration be given to withdrawing the bid. The mistake must be evident and provable. The right is reserved by NyECC to reject any and all requests for withdrawal of bids. The decision of the Project Manager is final as regards to acceptance or rejection of requests for withdrawal after closing of bids.
- (c) A mistake in a bid cannot be considered once a purchase order or contract is issued.

9. Signature:

All bids shall be signed, and the title and firm name indicated. A bid by a corporation shall be signed by an authorized officer, employee or agent with his or her title.

10. Exceptions:

A bidder deviating from specifications must specify any and all deviation(s). Failure to note said exceptions shall be interpreted to convey that the bidder shall propose to perform in the manner described and/or specified in this bid solicitation. If exception(s) are taken or alternatives offered, complete descriptions must be shown separately.

11. Confidential Information:

Any information deemed confidential or proprietary should be clearly identified by the bidder as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise, the information shall be considered a public record. Information or data submitted with a bid will not be returned.

12. Quality:

Unless otherwise required in the specifications, all goods furnished shall be new and unused.

13. Litigation Warranty:

The bidder, by bidding, warrants that bidder is not currently involved in litigation or arbitration concerning the materials or bidder's performance concerning the same or similar material or service to be supplied pursuant to this contract of specification, and that no judgments or awards have been made against bidder on the basis of bidder's performance in supplying or installing the same or similar material or service, unless such fact is disclosed in the bid. Disclosure may not disqualify the bidder. NyECC reserves the right to evaluate bids on the basis of the facts surrounding such litigation or arbitration and to require bidder to furnish a surety bond executed by a surety company authorized to do business in the State of Nevada and approved by NyECC in a sum equal to one hundred percent (100%) of the contract price conditional on the faithful performance by bidder of the contract in the event the bid is awarded to bidder, notwithstanding the litigation or arbitration.

14. Royalties, Licenses and Patents:

Unless otherwise specified, the bidder shall pay all royalties, license, and patent fees. The bidder warrants that the materials to be supplied do not infringe any patent, trademark, or copyright and further agrees to defend any and all suits, actions and claims for infringement that are brought against NyECC, Nye County, Lincoln County and/or Esmeralda County, and to defend, indemnify and hold harmless NyECC, Nye County, Lincoln County, and Esmeralda County from all loss or damages, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against NyECC, Nye County, Lincoln County, and Esmeralda County, the bidder or those furnishing material to bidder pursuant to this contract.

15. Performance Standards:

Performance of work and acceptability of equipment or materials supplied pursuant to any contract or award shall be to the satisfaction and full discretion of NyECC.

16. Americans with Disabilities Act (ADA) Standards:

Bidders shall be required to comply with current ADA Standards in preparing their bids and executing work required under any contract resulting from this bid. Completed work must comply with current ADA Standards.

17. Warranties:

- (a) Unless otherwise specified, all workmanship, material, labor, or equipment provided under the contract shall be warranted by the bidder and/or manufacturer for a minimum of twelve (12) months after acceptance by NyECC. Greater warranty protection will be accepted. Lesser warranty protection must be indicated by the bidder on the bid proposal as an exception.
- (b) Bidder shall be considered primarily responsible to NyECC for all warranty service, parts, and labor applicable to the goods or equipment provided by bidder under this bid or award, irrespective of whether bidder is an agent, broker, fabricator, or manufacturer's dealer. Bidder shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to NyECC and that services, parts and labor are available and provided to meet all schedules and deadlines. If required and defined within the Scope of Work, the Bidder will post a performance bond after contract award to guarantee performance of these obligations. The bidder may establish a service contract with a local agency satisfactory to NyECC to meet this obligation if bidder does not ordinarily provide warranty service.

18. Addenda:

The effect of all addenda to the bid documents shall be considered in the bid and said addenda shall be made part of the bid documents and shall be returned with them. Before submitting a bid, each bidder shall ascertain whether or not any addenda have been issued, and failure to acknowledge any

such addenda may render the bid invalid and result in its rejection.

19. Specifications to Prevail:

The detailed requirements of the Specifications, Scope of Work or Special Conditions shall supersede any conflicting reference in these General Conditions.

20. Taxes:

NyECC is exempt from State, City, and County Sales Taxes per NRS 372.348. NyECC will furnish Exemption Letters when applicable.

21. Prevailing Wages:

Bidder is responsible for complying with all applicable local, State and Federal wage laws, whether or not specifically cited in this bid document.

Per NRS Sections 338.020 through 338.090, certain projects defined as “public works” require the payment of the prevailing wage as determined by the Labor Commissioner. The bidder shall be fully aware of the prevailing wage requirements of the State of Nevada as detailed in NRS Chapter 338 and price their bid response accordingly. Further information concerning Prevailing Wage rates can be found at: <http://www.laborcommissioner.com/pwpw.html>

Federal “Davis Bacon” wages may be applicable if the funding for the project includes Federal funds. These requirements are detailed in the “Special Conditions – Federal Requirements” section that will be included in this bid document when such conditions apply.

22. Conflict of Interest:

No NyECC employee may participate directly or indirectly in the procurement process pertaining to this bid if they:

- (a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment, or action in the performance of their official duties.
- (b) Are negotiating for or have an arrangement concerning prospective employment with bidder. The bidder warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest. In the event such a conflict occurs, the bidder is to report it immediately to the NyECC Program Manager. For breach or violation of this warranty, the NyECC shall have the right to annul this contract without liability at its discretion, and bidder may be subject to damages and/or debarment or suspension.

23. Disqualification of Bidder:

Any one or more of the following may be considered as sufficient for the disqualification of a prospective bidder and the rejection of the bid:

- (a) The bidder is not responsive or responsible.
- (b) The quality of services, materials, equipment, or labor offered does not conform to the approved plans and specifications.
- (c) There is evidence of collusion among prospective bidders (participants in such collusion will receive no recognition as bidders).
- (d) The bidder lacks the correct contractor’s license classification required for the defined scope of work.
- (e) Lack of competency, understanding of the scope of work, adequate machinery, plant

- and/or equipment as revealed in routine due diligence associated with bid evaluation.
- (f) Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship, progress, and quality of services/goods provided.
 - (g) Uncompleted work which, in the judgment of NyECC, might hinder or prevent the prompt completion of additional work, if awarded.
 - (h) Failure to pay or satisfactorily settle all bills due for labor and/or material on any contract(s).
 - (i) Failure to comply with any requirements.
 - (j) Failure to list, as required, all subcontractors who will be employed by the bidder.
 - (k) Any other reason determined, in good faith, to be in the best interest of NyECC and coalition partners.

24. Gratuities:

NyECC may rescind the right of the bidder to proceed under this agreement if it is found that gratuities in the form of entertainment, gifts, cash or otherwise are offered or given by the bidder, or any agent or representative of the bidder, to NyECC, Nye County, Lincoln County and/or Esmeralda County, with the intent of influencing award of this agreement or securing favorable treatment with respect to performance of this agreement.

25. Indemnification

Upon award, contractor agrees to hold harmless, indemnify, and defend NyECC, Nye County, Lincoln County and/or Esmeralda County, their officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any and all claims, demands, suits, actions, or causes of action, caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of contractor, its employees, agents, representatives, or subcontractors arising out of the performance of work under this Agreement by Contractor, or by others under the direction or supervision of contractor.

If NyECC, Nye County, Lincoln County and/or Esmeralda County personnel are involved in defending such actions, contractor shall reimburse NyECC, Nye County, Lincoln County and/or Esmeralda County for the time and costs spent by such personnel at the rate charged to NyECC, Nye County, Lincoln County and/or Esmeralda County for such services by private professionals.

In determining the nature of the claim against NyECC, Nye County, Lincoln County and/or Esmeralda County, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against NyECC, Nye County, Lincoln County and/or Esmeralda County.

Nothing in this contract shall be interpreted to waive nor does NyECC, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.

26. Insurance:

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THE APPARENT BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM THE AWARD OF THE CONTRACT.

Should work be required within the public right-of-way, upon award of the contract, the bidder shall provide proof of commercial general liability insurance and automobile liability, professional

liability and workers' compensation if applicable, prior to initiation of any services. Coverage shall be from a company authorized to transact business in the State of Nevada and the coalition counties, Nye County, Lincoln County, and Esmeralda County and shall meet the following minimum specifications:

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no industrial insurance coverage provided for contractor or any sub-contractor of the contractor by NyECC, Nye County, Lincoln County and/or Esmeralda County. Contractor agrees, as a precondition to the performance of any work under this agreement and as a precondition to any obligation to make any payment under this agreement to provide NyECC with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

It is further understood and agreed by and between NyECC and contractor that contractor shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at contractor's sole cost and expense.

Should contractor be self-funded for industrial insurance, contractor shall notify NyECC in writing prior to the signing of this contract. NyECC reserves the right to approve said retentions and may request additional documentation for review prior to the signing of this contract.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 (or amount customarily carried by contractor, whichever is greater) combined single limit per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. Contractor Errors and Omissions Liability: \$1,000,000 per claim and as an annual aggregate. Premium costs incurred to increase the contractor's insurance levels to meet minimum contract limits shall be borne by the contractor at no cost to NyECC.
4. Workers' Compensation: Contractor shall provide proof of worker's compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required.

Contractor will maintain contractor liability insurance during the term of this agreement and for three (3) years from the date of substantial completion of the project. In the event that contractor goes out of business during the term of this agreement, or the three (3) year period described above, contractor shall purchase extended reporting coverage for claims arising out of contractor's negligent acts, errors, and omissions committed during the term of the contractor liability policy.

Should NyECC and contractor agree that higher contractor coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above

amount shall be the responsibility of the contractor.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
2. Property Coverages (If Applicable)
3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either contractor or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to NyECC except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A; however, NyECC may accept coverage with carriers having lower Best's ratings upon review of financial information concerning contractor and insurance carrier. NyECC reserves the right to require that contractor's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

The contractor shall furnish NyECC with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Prior to the start of any work, contractor must provide the following documents to NyECC:

- A. **Certificate of Insurance.** Contractor must provide a Certificate of Insurance form to evidence the insurance policies and coverage required of contractor.
- B. **Policy Cancellation Endorsement.** Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to NyECC the policy shall not be cancelled, non-renewal or coverage and/or limits reduced or materially altered and shall provide that notices required by this paragraph shall be sent by certified mail to NyECC at 1020 E Wilson Road, Pahrump, NV 89048. A copy of this signed endorsement must be attached to the Certificate of Insurance.
- C. **Bonds (as Applicable).** Bonds as required and/or defined in the original bid documents.

All certificates and endorsements are to be addressed to NyECC before work commences.
NyECC reserves the right to require complete certified copies of all required insurance policies.

SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. The contractor shall be responsible for and remedy all damage or loss to any property,

caused in whole or in part by contractor, any subcontractor, or anyone employed, directed, or supervised by contractor.

2. Nothing herein contained should be construed as limiting in any way the extent to which the contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any subcontractors under it.
3. In addition to any other remedies NyECC may have if contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required may, at its sole option:

Order contractor to stop work under this Agreement and/or withhold any payments which become due until contractor demonstrates.

- a. compliance with the requirements hereof; or,
- b. terminate the agreement.

29. Safety Program

Upon award, the contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:

1. All employees on the work site and all other persons who may be affected thereby.
2. All the work, materials, and equipment to be incorporated therein, whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The contractor shall comply with all applicable laws, ordinances, rules, regulations, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by existing conditions and progress on the work, all necessary safeguards for safety and protection, including posting danger signs, other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. Contractor shall comply with OSHA'S Hazard Communication Standards.

Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be contractor's superintendent unless otherwise designated in writing by contractor.

30. Award of Contract:

- (a) Bids/Proposals will be analyzed, and an award will be made to the most responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous with price and other factors considered. Factors to be considered may include, but are not limited to bidder's past performance, bidder's relevant work experience, total cost, warranty and quality, the operational requirements, and any other factors which will result in the optimum economic benefit.
- (b) NyECC reserves the right to reject any item(s), to waive informalities, technical defects and minor irregularities in bids/proposals received; and to select the bid(s) or proposal(s) deemed most advantageous. Should NyECC elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy. NyECC may consider bids/proposals submitted on an "all or nothing" basis if the bid/proposal is clearly designated as such.

- (c) NyECC reserves the right to award one or more contracts on the bids/proposals submitted, either by award of all items to one bidder or by award of separate items or groups of items to various bidders.
- (d) Upon acceptance, the solicitation, bid, proposal, or price quotation and issuance of a purchase order issued to the successful bidder shall be deemed to result in a binding contract incorporating those terms and these General Conditions without further action required by either party. Items are to be furnished as described in the bid and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause or any related integrated agreement.

31. Request for Proposal (RFP) Submittals:

In the case of Request for Proposals (RFPs), it should be noted that the documents submitted by prospective bidders are competitive sealed proposals. When proposals are opened, prices and other information will not be made public until the proposal is awarded. There shall be no disclosure of any bidder's information to competing bidders prior to the award of the proposal.

By their nature, proposals will include a number of variables that will vary based on the complexity of the product or service addressed within the proposal. Therefore, the evaluation of RFP's and the recommendation for award will not be based on price alone.

Upon award of the contract, the executed contract and proposals will become public information. Accordingly, each proposal should be submitted on the vendor's most favorable terms from a price and technical standpoint.

32. Tie Bids:

Should identical scoring of responsive and responsible bids be received from two or more bidders, NyECC shall notify all parties involved in the tie and may exercise one of the following tie breaking methods unless another alternative is apparent and prudent:

- a) Tie Bid (two vendors): NyECC with a witness present, may flip a coin with heads representing the bidder whose tie bid was first received by NyECC. If the toss is heads, the recommendation will be to this bidder; if tails, the recommendation will be made in favor of the second tied bidder.
- b) Tie Bid (two or more vendors): Should there be two or more low, responsive and responsible tie bids where representatives of the bidders wish to participate in the tie breaking process, NyECC shall set a mutually agreed upon time where, in his office, he shall shuffle a new deck of playing cards and have each bidder's representative cut the cards. The tie bidder who cuts the highest card (with Ace high) shall be recommended for a bid award.

33. Appeals/Protests:

A person who submits a bid on a contract may, after the bids are awarded and within 5 business days, unless otherwise stated in the Special Conditions, file a notice of protest regarding the awarding of the contract.

- (a) A notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated.
- (b) A person filing a notice of protest may be required by its authorized representative, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security, in a form approved by the governing body or its authorized representative, to the governing body or its authorized representative who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:

- (1) Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or
- (2) Two hundred fifty thousand dollars (\$250,000).
- (c) A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the governing body or its authorized representative on the protest.
- (d) A person who submits an unsuccessful bid may not seek any type of judicial intervention until the governing body or its authorized representative has made a determination on the protest and awarded the contract.
- (e) A governing body or its authorized representative is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a bid, whether or not the person files a notice of protest pursuant to this section.
- (f) If the protest is upheld, the bond posted, or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the governing body or its authorized representative in an amount equal to the expenses incurred by the governing body or its authorized representative because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

34. Documentation:

Due to the time constraints that affect contract performance, all required documents, certificates of insurance and bonds shall be provided to NyECC within ten (10) calendar days following award. Any failure to comply may result in a bid being declared non-responsive and rejected.

35. Discounts:

- (a) Prompt payment discounts will not be considered in evaluating bids for award. However, offered discounts may be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- (b) In connection with any discount offered, the time will be computed from date of delivery and acceptance, or invoice receipt, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the check.
- (c) Any discount offered other than prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, NyECC reserves the right to accept the discount offered and adjust prices accordingly.

Invoices shall be prepared and submitted to NyECC. Separate invoices are required for each segment of services. Invoices shall contain the following information: Purchase Order number, item number, description of supplies or services, quantity, unit price and extended totals.

36. Inspection and Acceptance:

Inspection and acceptance will be at destination unless specified otherwise and will be made by NyECC or other duly authorized representative. Until delivery and acceptance, and after any rejection, risk of loss will be on the bidder unless loss results from negligence of NyECC.

37. Lost and Damaged Shipments:

The risk of loss or damage to items prior to the time of their receipt and acceptance by NyECC is upon the bidder and NyECC has no obligation to accept damaged shipments and reserves the right to return at the bidder's expense.

38. Late Shipments:

Bidder is responsible for notifying NyECC of any late or delayed shipments. NyECC reserves the right to cancel all or any part of an order if the shipment is not made as promised.

39. Document Ownership:

All technical documents and records originated or prepared pursuant to this contract, including papers, reports, charts, and computer programs, shall be delivered to and become the exclusive property of NyECC and may be copyrighted. Bidder assigns all copyrights to NyECC by undertaking this agreement.

40. Advertisements, Product Endorsements:

NyECC employees are prohibited from making endorsements, either implied or direct, of commercial products or services without written approval. No bidder may represent that NyECC has endorsed their product or service without prior written approval.

41. Optional Cooperative Purchase Agreement

It is intended that any public agency (i.e., city, county, district, public agency, municipality or state agency) shall have the option to participate in any award made as a result of this solicitation. NyECC shall incur no financial responsibility in connection with purchase orders or contracts made by the bidder. The public agency utilizing the original contract shall accept sole responsibility for placing orders and making applicable payments to the vendor.

42. Vendor Workplace Policies

No vendor providing a service, program, or activity shall discriminate against any person because of sex, race, color, creed, national origin, or disability. Vendor, if providing a service, program or activity shall comply with the Americans with Disability Act and policies pursuant thereto when providing said service, program, or activity.

NyECC is an Affirmative Action/Equal Opportunity Employer. Bidders shall be cognizant of the requirements for compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in regulations of the U.S. Department of Labor (41 CFR part 60).

43. Business License Requirement:

Vendors providing a service and doing business within Nye County, Lincoln County and Esmeralda County are required to obtain and maintain a current business license prior to the commencement of work. Bidder(s) awarded a contract resulting from this bid shall be required to obtain a current business license if they do not already possess one.

44. Provisions to Prevail:

Except as indicated in the specifications, the standard General Conditions shall govern any contract award. Any standard terms and conditions of bidder submitted by bidder shall not be acceptable unless expressly agreed to by NyECC. NyECC reserves the right to reject bidder's bid as non-responsive, to consider the bid without bidder's standard terms and conditions, or to require bidder to delete reference to such, as a condition of evaluation or award of the bid. If, after award of contract, bidder (contract vendor) provides materials or services accompanied by new or additional standard terms or conditions, they too shall be considered void and may require deletion as a further condition of performance by vendor.

45. Invalid Provisions:

In the event that any one or more of the provisions of this agreement shall be found to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect and be enforceable.

46. Amendments and Modifications:

NyECC may at any time, by written order, and without notice to the sureties, make a modification to the contract or an amendment within the general scope of this contract, in
(1) quantity of materials or services, whether more or less; (2) drawings, designs, or specifications.

(3) method of shipment or packing; (4) place of delivery.

If any such change causes an increase or decrease in the cost or the time required for the performance of this contract, an equitable adjustment shall be made by written modification of the contract or amendment to the Purchase Order. Any claim by the bidder for adjustment under this clause must be asserted within 30 calendar days from the notification date.

47. Assignment:

Vendor shall not assign or delegate duties or responsibilities under this agreement, in whole or in part, without prior written approval of NyECC.

48. Disputes After Award:

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by NyECC, who shall reduce this decision to writing and mail a copy to the bidder. The decision shall be final and conclusive, unless the bidder requests arbitration within ten (10) calendar days.

49. Arbitration after Award:

Any and all disputes, controversies or claims arising under or in connection with the contract resulting from this bid, including without limitation, fraud in the inducement of this contract, or the general validity or enforceability of this contract, shall be governed by the laws of the State of Nevada without giving effect to conflicts of law principles, may be submitted to binding arbitration before one arbitrator, and shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in a private manner in Nevada. This award shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. In reaching this final award, the arbitrator shall have no authority to change or modify any provision of this contract. All other expenses of arbitration shall be borne equally by the parties. All fees, including legal fees, shall be borne by the party who incurred them. All costs of enforcement shall be borne by the losing party. Each party shall have the right to discovery in accordance with the Nevada Rules of Civil Procedure.

50. Lawful Performance:

A vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.

51. Extension:

When in the best interest, this agreement may be extended on a daily, month-to-month, or annual basis by mutual agreement of both parties. Services and/or materials received under an extension shall be in accordance with pricing, terms, and conditions, as described herein.

52. Termination:

NyECC may terminate this agreement and be relieved of any consideration to the vendor should vendor fail to perform in the manner required. Furthermore, may terminate this agreement for any reason without penalty upon giving ten (10) calendar days written notice to the vendor. In the event of termination, the full extent of liability by NyECC shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction prior to termination.

53. Venue:

This agreement shall be governed by and interpreted according to the laws of the State of Nevada.

Forms

Contract Form (SAMPLE only)

PROFESSIONAL SERVICES CONTRACT NyE Communities Coalition

THIS CONTRACT made and entered into on this __ day of _____, 2024, by and between NYE COMMUNITIES COALITION hereinafter called "NyECC", and _____, a qualified consultant in the class of work required, hereinafter called "Consultant".

W I T N E S E T H

WHEREAS the NyECC desires to engage Consultant in the performance of providing Professional Services which are more fully described in Request for Proposal (RFP) dated _____, and incorporated herein by reference. (Hereinafter referenced to as "Proposal").

WHEREAS Consultant's legal status is an Independent Contractor and Consultant is in good standing in the State of Nevada.

WHEREAS Consultant desires to perform the Program under the terms and conditions set forth herein;

NOW, THEREFORE, IT IS AGREED as follows:

1. Scope of Work:

The scope of work for this contract is generally defined as **(EPA BROWNFIELDS ASSESSMENT PROGRAM)**. The contract documents and consultant's entire proposal are on file with NyECC. The work scope will include, but not be limited to, the tasks outlined in RFP.

The Consultant shall perform within the time stipulated, the contract as herein defined and shall provide and furnish any and all of the labor, materials, methods or processes, equipment implements, tools, machinery and equipment, and all utility, transportation and other services required to complete all of the work covered by the contract in connection with strict accordance with the plans, specifications or proposals, which were approved by NyECC and are on file with NyECC, including any and all addenda issued by NyECC. Consultant will have the right to control or direct the manner and the order in which it provides the services contemplated under this agreement.

Consultant represents and warrants that Consultant is engaged in an independent calling and has complied and will continue to comply with all local, state and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the services to be performed under this agreement.

Consultant understands that the services it has been retained to perform may be dangerous or may entail a peculiar unreasonable risk of harm to others unless special precautions are taken, and Consultant agrees to exercise reasonable care to take such precautions.

2. Payment for Project Services

As full consideration for the professional services to be performed by Consultant, NyECC agrees to pay Consultant as set forth in accordance with the fee schedule set forth in the proposal and not to exceed fee for contractual services for the project. Contractual services will not exceed \$__. NyECC will not hire or directly compensate the Consultant's employees, assistants, or subcontractors, if any. It is expressly understood and agreed that all work done by the consultant shall be subject to review as to its result by NyECC at NyECC's discretion. Payment of any invoice shall not be taken to mean that NyECC is satisfied with Consultant's services to the date of payment and shall not forfeit NyECC's right to require the correction of any service deficiencies.

3. Term

This Agreement shall become effective upon contract execution and will continue in effect until

☐ MO/DY/YR, or

☐ The Project is completed (Approximately 2026), or unless earlier terminated as provided herein.

4. Time Devoted to Work:

In performing the services contemplated under this agreement, the services and the hours Consultant is to work on any given day will be on a mutually agreed upon basis, except for attendance at scheduled meetings, and NyECC will rely upon consultant to put in such number of hours as is reasonably necessary to fulfill the purpose of this Agreement.

NyECC understands that Consultant is engaged in the same or similar activities for others and that NyECC may not be Consultant's sole client or customer. However, the Consultant represents and warrants that it is under no obligation or restriction, nor will it assume any such obligation or restriction, that would in any way interfere or be inconsistent with the services to be performed under this agreement.

5. No Unfair Employment Practices:

In connection with the performance of work under this agreement, Consultant agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, sex, sexual orientation, disability, or age. Any violation of these provisions by a consultant shall constitute a material breach of this contract.

6. No Illegal Harassment:

Violation of any harassment policy, by the Consultant, its officers, employees, agents, consultants, subcontractors, and anyone for whom it is legally liable, while performing or failing to perform Consultant's duties under this Contract shall be considered a material breach of this contract.

7. Status of Consultant:

It is the intent of the parties that Consultant shall be considered an independent contractor and that Consultant, and anyone else for whom it is legally liable, shall not be considered employees of NyECC.

Furthermore, this agreement shall not be construed to create a partnership or joint venture between the Consultant and NyECC.

Neither Consultant nor any of its employees or contractors shall be eligible to participate in NyECC's industrial insurance, unemployment, disability, medical, dental, life or other insurance programs, or any other benefit or program that is sponsored, financed, or provided by NyECC for its employees.

Consultant agrees that it shall be Consultant's exclusive responsibility to pay all federal, state, or local payroll, social security, disability, industrial insurance, self-employment insurance, income and other taxes and assessments related to this Agreement. Neither FICA (Social Security), FUTA (Federal Employment), nor local, state, or federal income taxes will be withheld from payments to consultant. Consultant shall at Consultant's expense pay and be fully liable and responsible for, and indemnify and hold harmless NyECC from, any assessments, fines or penalties relating to Consultant's failure to uphold any of these responsibilities.

8. Ownership of Proprietary Information:

All reports, drawings, plans, specifications, and other documents prepared by consultant as products of service under this agreement shall be the exclusive property of NyECC and all such materials shall be remitted to the NyECC by Consultant in a timely manner upon completion, termination, or cancellation of this agreement. Consultant shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Consultant's obligations under this Agreement without the prior written consent of NyECC.

9. Insurance:

Consultant shall provide proof of Commercial General Liability Insurance and Automobile Liability, Professional Liability and Workers' Compensation (if applicable) prior to initiation of any services. Coverage shall be from a company authorized to transact business in the State of Nevada and shall meet the following minimum specifications:

THE CONSULTANT'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE, IN ADVANCE OF RFP, BID OR QUOTE SUBMITTAL, THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF ANY CONSULTANT FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT CONSULTANT MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for Consultant or any sub-contractor of the Consultant by NyECC, Nye County, Lincoln County and Esmeralda County. Consultant agrees, as a precondition to the performance of any work under this agreement, to provide NyECC with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

It is further understood and agreed by and between NyECC and Consultant that Consultant shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at Consultant's sole cost and expense. Should the Consultant be self-funded for Industrial Insurance, Consultant shall so notify NyECC in writing prior to the signing of this contract. NyECC reserves the right to approve said retentions and may request additional documentation for review prior to the signing of this contract.

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain coverage and limits no less than:

1. General Liability: \$1,000,000 (or amount customarily carried by consultant, whichever is greater) combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. Workers' Compensation: Consultant shall provide proof of worker's compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required.
4. Consultant Errors and Omissions Liability: \$1,000,000 per claim and as an annual aggregate. Premium costs incurred to increase Consultant's insurance levels to meet minimum contract limits shall be borne by the Consultant at no cost to NyECC, Nye County, Lincoln County and/or Esmeralda County.

Consultant will maintain Consultant liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that Consultant goes out of business during the term of this Agreement, or the three (3) year period described above, Consultant shall purchase Extended Reporting Coverage for claims arising out of Consultant's negligent acts, errors and omissions committed during the term of the Consultant Liability Policy.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
2. Property Coverages (If Applicable)
3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either Contractor or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to NyECC except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A, however NyECC may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Contractor and insurance carrier. NyECC reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

The contractor shall furnish NyECC with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Prior to the start of any work, Contractor must provide the following documents to NyECC:

- A. **Certificate of Insurance.** Contractor must provide a Certificate of Insurance form to evidence the insurance policies and coverage required of Contractor.
- B. **Policy Cancellation Endorsement.** Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to NyECC the policy shall not be cancelled, non-renewal or coverage and/or limits reduced or materially altered and shall provide that notices required by this paragraph shall be sent by certified mailed to NyECC at 1020 E Wilson Road, Pahrump, NV 89048. A copy of this signed endorsement must be attached to the Certificate of Insurance.
- C. **Bonds (as Applicable).** Bonds as required and/or defined in the original bid documents.

All certificates and endorsements are to be addressed to NyECC before work commences. NyECC reserves the right to require complete certified copies of all required insurance policies at any time. **All certificates and endorsements are to be received and approved before work commences.** Consultant must provide the following documents to NyECC, Attention: Tammi Odegard; 1020 E Wilson Road; Pahrump, NV 89048.

SUBCONTRACTORS

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. The contractor shall be responsible for and remedy all damage or loss to any property, caused in whole or in part by Contractor, any subcontractor, or anyone employed, directed, or supervised by Contractor.
2. Nothing herein contained should be construed as limiting in any way the extent to which the Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any subcontractors under it.

3. In addition to any other remedies NyECC may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required may, at its sole option:
 - a. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance with the requirements hereof; or,
 - b. Terminate the Agreement.

10. Indemnity:

Consultant agrees to defend, indemnify and hold harmless NyECC, Nye County, Lincoln County, and Esmeralda County, and their employees, officers, boards, and the Board of Directors of NyECC from any liabilities, damages, losses, claim, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or employees or agents of the Consultant in the performance of the contract. If the insurer by which the Consultant is insured against professional liability does not so defend NyECC, Nye County, Lincoln County and/or Esmeralda County and the employees, officers and agents of NyECC, Nye County, Lincoln County and/or Esmeralda County and the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the NyECC, Nye County, Lincoln County and/or Esmeralda County by the Consultant in an amount which is proportionate to the liability of the of the Consultant.

11. Material Breach of Contract:

In the event Consultant fails to deliver the product and services as contracted for herein, to the satisfaction of NyECC or otherwise fails to perform any provisions of this Contract, NyECC after providing five (5) calendar days written notice and consultant's failure to cure such breach, may without waiving any other remedy, make good the deficiencies and deduct the actual cost of providing alternative products and/or services from payment due the Consultant. Non-performance after the first notice of non-performance shall be considered a material breach of contract.

12. Termination:

NyECC may terminate the Contract for material breach of contract upon five (5) calendar days written notice and recover all damages, deducting any amount still due the Consultant from damages owed to NyECC, or seek other remedy including action against all bonds. The Consultant may terminate the Contract for material breach of contract upon thirty (30) days written notice to NyECC.

NyECC may immediately terminate the Agreement, and Consultant waives any and all claim(s) for damages, upon the Consultant's receipt of notice under the following conditions:

- a) If funding is not obtained, continued, or budgeted at levels sufficient to allow for purchase of the services contemplated under this Agreement.
- b) If any federal, state, or local law, including but not limited to, statutes, regulations, ordinances, and resolutions, is interpreted by a third party judicial, legislative, or administrative authority in such a way that the services contemplated under this Agreement are no longer authorized for appropriate NyECC financial participation.
- c) If Consultant fails to comply with any local, state, or federal law regarding business permits and licenses required to perform the services to be performed under this Agreement or
- d) If it is found that any quid pro quo or gratuities were offered or given by the Consultant to any NyECC employee towards securing favorable treatment with respect to awarding, extending,

amending, or making any determination with respect to the performance of this Agreement.

The indemnity and conflict resolution obligations of this Agreement shall survive the termination of this Agreement and shall be binding upon the parties' and the parties' legal representatives, heirs, successors, and assigns.

NyECC may terminate this agreement for any reason without penalty upon giving five (5) days written notice to the Consultant. In the event of termination, the full extent of NyECC liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the NyECC prior to termination.

13. Licenses and Permits:

The Consultant shall procure at his own expense all necessary licenses and permits and shall adhere to all the laws, regulations, and ordinances applicable to the performance of this Contract.

All consultants doing business within the state of Nevada and the counties of the coalition partners Nye, Lincoln, and Esmeralda Counties are required to obtain and maintain a current business license prior to commencement of this contract.

14. Drafting Presumption:

The parties acknowledge that this Agreement has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the NyECC as the drafter of the Agreement.

15. Governing Law; Jurisdiction:

This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed, and interpreted in accordance with the laws of the State of Nevada, without giving effect to principles of conflicts of law. Each of the parties hereto consents to the exclusive jurisdiction and venue of the courts of Nye County, Nevada.

16. Assignment:

All of the terms, conditions and provisions of this Contract, and any amendments thereto, shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns. The Consultant shall not assign this Contract without the written consent of NyECC which will not be unreasonably withheld.

17. Notices:

All notices required to be given in writing by this Contract shall be deemed to be received (i) upon delivery if personally delivered, or (ii) when receipt is signed for if mailed by certified or registered mail, postage prepaid, or by express delivery service or courier, when addressed as follows (or sent to such other address as a Party may specify in a notice to the others):

NYE COMMUNITES COALITON
1020 E Wilson Road
Pahrump, NV 89048

CONSULTANT:

18. Entire Contract:

This Contract and all associated documents associated by reference constitute the entire agreement of the parties and shall supersede all prior offers, negotiations, agreements, and contracts whether written or oral. Any modifications to the terms and conditions of this Contract must be in writing and signed by both parties.

19. Waiver:

No waiver of any term, provision, or condition of this Contract, whether by conduct or otherwise, in any one or more instances, shall be deemed to be nor shall it be construed as a further or continuing waiver of any such term, provision, or condition of this Contract. No waiver shall be effective unless it is in writing and signed by

the party making it.

20. Severability:

If any part of this Contract is found to be void, it will not affect the validity of the remaining terms of this Contract which will remain in full force and effect.

21. Headings:

Paragraph titles or captions contained in this Contract are inserted only as a matter of convenience and for reference only, and in no way define, limit, extend, or describe the scope of this Contract or the intent of any provision hereof.

22. Execution:

The parties agree to execute such additional documents and to take such additional actions as are reasonably necessary or desirable to carry out the purposes hereof. They also agree, acknowledge, and represent that all corporate authorizations have been obtained for the execution of this Contract and for the compliance with each and every term hereof. Each undersigned officer, representative or employee represents that he or she has the authority to execute this Contract on behalf of the party for whom he or she is signing.

IN WITNESS WHEREOF, NyECC has caused this Contract to be executed by its officers thereunto duly authorized and the Consultant has subscribed same, all on the day and year first above written.

(NYE COMMUNITES COALITON)

By: _

(Consultant)

By: _

By: _

(Authorized Signature)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
(This form to be signed and returned at the time of bid)**

The prospective bidder, _____ certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Any exceptions provided will not necessarily result in denial of award but will be considered in determining bidder responsibility and whether the Department will enter into a contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statement. My explanation is attached.

Signature _____ Date _____

EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd- 3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
15. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
16. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
17. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Bidder's Checklist

Bidders are instructed to complete and return the following forms in order for their bids to be complete. Failure to return the following items may result in your bid being declared "non-responsive."

1. _____ Bidder Information Sheets
2. _____ Acknowledgement and Execution Form
3. _____ Certification Regarding Debarment
4. _____ Certification Regarding Lobbying
5. _____ "Assurances-Non-Construction Programs" Form
6. _____ RFP Submittals as Detailed in the Special Conditions section titled, "Submittal Parameters."
Submittal format shall be: 1 PDF Format emailed to jess@nyecc.org,
stacy@nyecc.org and tammi@nyecc.org with subject line of RFP # 98T42501.

Firm Name: _____

Bidder Information

COMPANY INFORMATION:

Company Name:
Contact Name:
Address:
City:
State / Zip Code:
Telephone Number including area code:
Fax Number including area code:
E-mail:

COMPANY BACKGROUND

- 1) Has your company ever failed to complete any contracts awarded to it? No_ Yes (If yes, please provide details.)
- 2) Has your company filed any arbitration request or lawsuits on construction contracts awarded within the last five years? No Yes (If yes, please provide details.)
- 3) Does your company now have any legal suits or arbitration claims pending or outstanding against it or any officers? No Yes (If yes, please provide details.)
- 4) Does your company now employ any officers or principals who were with another firm when that company failed to complete a construction contract within the last five years? No Yes (If yes, please provide details.)
- 5) Has your company had a contract partially or completely terminated for default (cause) within the past five years? No Yes (If yes, please provide details.)
- 6) Has your company been found non-responsive or non-responsible on a government bid within the last five years? No Yes (If yes, please provide details.)

Bidder Information

BUSINESS LICENSING INFORMATION All vendors doing business within Nye County, Lincoln County, and Esmeralda County are required to obtain and maintain a current business license from each county prior to commencement of work. All vendors must have a current State of Nevada Business License with an Active status prior to commencement of work. Vendor(s) awarded a contract resulting from this bid shall be required to obtain a current business license if they do not already hold one.

Nye County Business License Number:
Date Issued:
Date of Expiration:
Name of Licensee:
City, State, Zip Code of Licensee:
Telephone Number of Licensee:
Taxpayer Identification Number:
Lincoln County Business License Number:
Date Issued:
Date of Expiration:
Name of Licensee:
City, State, Zip Code of Licensee:
Telephone Number of Licensee:
Taxpayer Identification Number:
Esmeralda County Business License Number:
Date Issued:
Date of Expiration:
Name of Licensee:
City, State, Zip Code of Licensee:
Telephone Number of Licensee:
Taxpayer Identification Number:

Bidder Information

DISCLOSURE OF PRINCIPALS:

a) Individual and/or Partnership:

Owner 1) Name:
Address:
City, State, Zip Code:
Telephone Number:
Owner 2) Name:
Address:
City, State, Zip Code:
Telephone Number:
Other 1) Title:
Name
Other 2) Title:
Name:

b) Corporation:

State in which Company is Incorporated:
Date Incorporated:
Name of Corporation:
Address
City, State, Zip Code:
Telephone Number:
President's Name:
Vice-President's Name:
Other 1) Name:
Title:

ACKNOWLEDGMENT AND EXECUTION:

STATE OF _____)
) SS
County of _____)

_____(Name of Principal) being first duly sworn, deposes and says: That he/she is the Bidder, or authorized agent of the Bidder for whom the aforesaid described work is to be performed by; that he/she has read the Plans, Specifications, and related documents including but not limited to, any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the NyECC and to do and perform all work for the **Environmental Consulting Services**, RFP # 98T42501, together with incidental items necessary to complete the work to be constructed and/or services to be provided in accordance with the Specifications, Plans, and Contract Documents annexed hereto.

TO THE NYECC PROGRAMS MANAGER FOR NYE COMMUNITIES COALITION:

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal, as principals, are those named herein, the Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid: that this proposal is made without collusion with any other person, firm or corporation; that he/she has carefully examined the location of the proposed work; the proposed form of Contract, the Contract Provisions, Plans, Specifications and Contract Documents incorporated therein referred to and made part thereof; that he/she proposes and agrees if this proposal is accepted, that he/she will contract with NyECC in the form of the Contract prescribed, to provide all necessary means to fulfill the Scope of Work and to do all the work and furnish all the materials specified in the Contract and annexed Contract Provisions, Plans and Specifications, in the manner and time prescribed and according to the requirements of the Project Representative as therein set forth, it being understood and agreed that the quantities shown herein are approximate only and are subject to increase or decrease, and that he/she will accept, in full, payment therefore the indicated prices.

(Printed Name of Contractor/Bidder)

Contractor/Bidder:

BY:

Firm:

Address

City:

State / Zip Code:

Telephone Number:

Fax Number:

E-mail Address:

(Signature of Principal)

Signature:

On this _____ Day of _____, 2024

On this _____ day of _____, in the year 2024, before me, Notary _____

Public, personally appeared.

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that he (she) executed it. WITNESS my hand and official seal.

Notary's Signature: _____

My Commission Expires _____

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