



Douglas County Nevada  
1594 Esmeralda Ave.  
Minden, NV 89423  
Phone: (775) 782-6202

## **REQUEST FOR PROPOSALS (RFP)**

**FOR**

## **GRANT WRITING SERVICES**

RFP Release Date: **2/13/23**

Proposal Due Date: **3/13/23 by 2pm PST**

# **I. INTRODUCTION**

## **A. PURPOSE**

Douglas County, Nevada (“the County”) invites qualified firms/consultants (“Offerors”) to submit sealed proposals for on-call professional grant writing services. The services are more specifically described in the “Scope of Work” section of this document. Civic Initiatives, a public procurement firm, will be assisting the County with the coordination of the procurement process.

## **B. BACKGROUND**

Douglas County is a local government organization centrally located approximately fifteen (15) minutes south of Nevada’s state capital and bordering Lake Tahoe. The county is the fifth (5<sup>th</sup>) largest community in the state, serving approximately forty-nine thousand (49,000) residents. The county provides services related to ten functional areas: General Government, Judicial, Public Safety, Public Works, Sanitation, Health, Welfare, Cultural and Recreation, Community Support, and Utilities. The county services an area encompassing approximately six hundred (600) square miles.

The county is governed by a five-member Board of Commissioners (“the Board”) elected at-large to four-year terms by residents of the community. The County Manager administers the day-to-day operations of the county in accordance with policies and procedures established by the Board. In 2017, the Board approved a [Strategic Plan for Fiscal Years 2018 to 2022](#). It is the intention of the County to apply for grants which supplement funding for services and projects for which the County would otherwise be required to utilize local tax dollars.

# **II. GENERAL REQUIREMENTS**

## **A. POINT OF CONTACT**

During this procurement, the point of contact with the County is listed below. Unless otherwise directed in writing by the County contact, all contacts regarding this request for proposals (“RFP”) shall be with the person listed only. Offerors contacting other County staff, County officials, or members of the County Board, or topics referencing this request, may be disqualified.

Hiren Desai  
Senior Procurement Process Consultant  
Civic Initiatives  
[hdesai@civicinitiatives.com](mailto:hdesai@civicinitiatives.com)  
512-523-4834 Ext 526

**PLEASE NOTE:**

The initial RFP, the Responses to Questions, and any other addenda shall be posted on the Douglas County Website at:

[https://www.douglascountynv.gov/rfp\\_bids](https://www.douglascountynv.gov/rfp_bids)

It is the responsibility of an interested offeror to regularly check the Douglas County Website for updates in accordance with the timeframe identified in Section II.C below. Please contact the Point of Contact if you have any clarifying questions.

**B. SUBMISSION OF PROPOSALS**

Proposals must be submitted to the point of contact identified in Section II.A, in a manner consistent with the requirements articulated in Section IV of this RFP.

To be properly and timely considered, an electronic copy of the Offeror’s proposal must be received by the County no later than 2:00 pm (PST), on Monday, March 13, 2023. The proposal shall be sent by email to the point of contact identified in Section II.A.

*Late proposals will not be accepted. It is the responsibility of the Offeror to ensure that the proposal is received by the County on or before the proposal closing date and time. Offerors are encouraged to plan for Internet/Network issues prior to submitting proposals, allowing ample time to resubmit prior to the deadline as needed to successfully submit proposals.*

**C. TIMEFRAME FOR SUBMISSION OF PROPOSALS**

The following is a list of key dates including the due date for proposals to be submitted:

<b>Activity</b>	<b>Date:</b>
Request For Proposals Issued	Monday, February 13, 2023
Deadline for Submitting Questions	Monday, February 27, 2023 at 2pm PST
Responses to Questions	Monday, March 7, 2023
Proposal Closing/Deadline of Proposal Submittal	<b>Monday, March 13, 2023 at 2pm PST</b>
Proposal Evaluations Completed	TO BE DETERMINED
Oral presentations (optional)	TO BE DETERMINED
Award by the Board of County Commissioners	TO BE DETERMINED
Implementation of Contract	TO BE DETERMINED

During the evaluation process, the County reserves the right to request additional information or clarification from all Offerors, if it is in the best interest of the County to do so. The County also reserves the right to waive minor technicalities or

immaterial irregularities in any proposal submitted. At the discretion of the County, Offerors submitting proposals may be invited to an interview and requested to make oral presentations.

The County reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in the request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the County and the Offeror selected.

It is anticipated that selection of an Offeror will be completed in accordance with the timeline outlined above. Following the notification of the selected Offeror, a recommendation and proposed contract will be prepared for review and approval of the Board of County Commissioners.

#### **D. TERM OF ENGAGEMENT**

The County intends to enter into an initial one (1) year contract with the successful Offeror for the services contemplated by the Request for Proposals. Any such contract will be subject to approval by the County Board, availability of funds, and other terms and conditions. It is anticipated that there will be a maximum of four (4) optional one-year renewals thereafter; however, the total contract term, including all renewals, will not exceed a total of five (5) years in duration. The successful Offeror will commence work only after the full execution of a contract between the County and the chosen Offeror, the transmittal of a Purchase Order, Executed Contract, and Notice to Proceed. The resulting contract will be a single award.

#### **E. COST OF PREPARING PROPOSALS**

All costs incurred by the Offeror for preparation and submittal of a response to the solicitation will be the sole responsibility of the Offeror. The County will not reimburse any Offeror for any such costs.

#### **F. WITHDRAWAL OF PROPOSALS**

Any response to this solicitation may be withdrawn prior to the due date and time specified in the solicitation or as revised by an addenda. Following the due date and time, no response may be withdrawn by an Offeror.

#### **G. PROPOSAL FIRM OFFER**

Responses to this RFP, including proposal's cost for services, will be considered firm for one-hundred-twenty (120) days after the due date for receipt of proposals and ninety (90) days after the due date for a requested best and final offer.

#### **H. SAMPLE CONTRACT**

A sample contract for services is provided as Attachment A to this solicitation. The successful Offeror will be required to execute this type of contract for services upon award.

### **III. SCOPE OF WORK**

#### **A. NATURE OF SERVICES REQUIRED**

The County is seeking proposals from experienced Offerors with a proven track record of researching, developing, writing, preparing and submitting successful grant proposals for state and federal grants. Primary responsibilities will include identifying and responding to grant opportunities and providing guidance to successfully assist the County with securing funding for County projects and programs. There is no minimum amount of work guaranteed under any contract awarded. In addition, other public or quasi-public entities may also utilize these services, with the approval of the County and the selected Offeror.

#### **B. SPECIFIC TASKS TO BE PERFORMED**

1. *Grant Funding Needs Assessment:* Meet with County staff to identify grant funding needs and priorities and develop an overall grant funding outline and strategy. It is anticipated that this funding strategy will be updated on an annual basis. A specific hourly rate for this type of work can be proposed on the Cost Proposal Form.
2. *Grant Funding Research and Support Activities:* Conduct ongoing research to identify grant resources including, but not limited to federal, state, foundation, agencies and organizations that support the needs identified in the Assessment. A specific hourly rate for this type of work can be proposed on the Cost Proposal Form.
3. *Grant Application Development:* This may include but is not limited to the following types of activities:
  - a. Prepare a strategic work plan for the development of the proposed program underlying the grant application, and for production of the application itself, including key dates, responsible personnel, and specific deliverables.
  - b. Provide grant proposal writing services associated with the completion of grant applications on behalf of the County, including the preparation of funding abstracts, production, and final submittal of applications by the County.
  - c. Ensure that all required components of each proposal are included in submission, ensuring adherence to grant evaluation criteria, and ensuring each entire grant package is timely and correctly prepared in accordance with the requirements and restrictions of its respective funders' portal and technical submission requirements.
  - d. Edit draft proposals for consistency of messaging, ensuring integration of grant requirements and succinctness prior to final review and approval by the County and submittal to funder.
  - e. Organize facts, data, statistics and narrative collected and written as a part of assigned projects, developing tabular or graphic data displays as

appropriate, and making those items available to the County for future use.

A specific hourly rate for this type of work can be proposed on the Cost Proposal Form.

4. *Ongoing Communication*: Engage in regular and ongoing communication with the County staff regarding the status of current work undertaken and upcoming opportunities. This type of ongoing work shall NOT be billed separately and will be assumed to be built into the proposed hourly rates for Tasks 1-3.

## **IV. FORMAT AND CONTENT FOR PROPOSAL**

Offerors shall submit a separate Technical Proposal and a separate Cost Proposal. These documents may be submitted in the same email to the point of contact identified in Section II.A if file size permits. Regardless, all documents have to be received before the proposal deadline.

### **A. TECHNICAL PROPOSAL FORM AND CONTENT**

In your technical proposal response, please provide a detailed narrative description of how you will fulfill the requirements of the solicitation per the sections requested below. Responses to each requirement should be provided in the order given and clearly marked.

1. Cover Letter.
  - a. Provide key contact information, including phone number, fax number, and email address.
  - b. Confirm that you will comply with the Minimum Service Requirements listed below.
  - c. State any proposed exceptions or deviations you may have with any term, condition, or requirement listed in this solicitation, including the sample contract terms provided in Attachment A. The County reserves the right to summarily decline any proposed exceptions, or deviations which are not included in the Cover Letter.
2. Minimum Service Requirements. Offerors must agree to provide the following Minimum Service Requirements during the life of any contract awarded.
  - a. Must have an assigned service representative.
  - b. Must respond within two (2) business days to all inquiries and requests.
3. Response to Criteria. Please provide a detailed narrative on the following within your technical proposal:
  - a. *Criterion A: Qualifications and Experience*

- i. Articulate how you, as the Offeror, are especially qualified to provide the services being requested in the scope of work for this solicitation.
- ii. Include specific information relating to your organization's prior experience in this area. Provide detailed information on at least three (3) other projects where similar grant writing services have been provided by your organization within the last five (5) years to other public and private entities.
- iii. Please provide resumes on key personnel whom you anticipate will be assigned to this project if you are selected. Resumes should include the qualifications and prior experience of these individuals in providing grant writing services.

*b. Criterion B: Approach and Methodology*

- i. Please explain your organization's specific approach and methodology to completing the specific tasks outlined in the scope of work for this solicitation. Describe your understanding of the administrative challenges and opportunities associated with completing these tasks and your strategy for resolving any issues.

**B. COST PROPOSAL FORM AND CONTENT**

Please complete the attached COST PROPOSAL FORM and provide that information with your separate cost proposal.

**On the Cost Proposal Form:**

- a. Provide a specific hourly rate for each specific type of task (as defined in Section II, B) as follows:
  - i. Grant Funding Needs Assessment;
  - ii. Grant Funding Research and Support Activities; and
  - iii. Grant Application Development.
- b. Each hourly rate shall be used for evaluation purposes and shall establish a not-to-exceed amount for any work performed under that specific task pursuant to any contract awarded.
  - i. *For example*, if the hourly rate bid for grant funding needs assessment is \$50/hour and a contract is awarded, with a subsequent purchase order generated against the contract under a daily rate structure, this daily rate structure for grant funding needs assessment work would still have to be less than or equal to the equivalent hourly rate (i.e. \$400/day which is 8 hours a day X \$50 an hour).
  - ii. If multiple hourly rates are provided for a specific task, only the highest hourly rate will be considered for the purposes of evaluation.

Provide any additional detail about the typical fee structure that you generally utilize for providing grant writing services.

## V. PROPOSAL EVALUATION

### A. EVALUATION CRITERIA

All proposals submitted in response to this solicitation will be reviewed for responsiveness prior to referral to the evaluation committee. An evaluation committee will evaluate all responsive proposals in accordance with the criteria and points noted below, except for cost. Procurement staff shall separately score cost. Total Scores for all areas will be tabulated, and after taking into account the optional oral presentations and best and final offers (if utilized), a preliminary notice of award will be issued to the Offeror whose proposal is deemed most advantageous to the County.

Evaluation Criteria	Description of Criteria	Maximum Points Possible
Section IV, Part A, Item 3, Criterion A	<p><i>Qualifications and Experience</i></p> <ul style="list-style-type: none"> <li>i. Articulate how you, as the Offeror, are especially qualified to provide the services being requested in the scope of work for this solicitation.</li> <li>ii. Include specific information relating to your organization's prior experience in this area. Provide detailed information on at least three (3) other projects where similar grant writing services have been provided by your organization within the last five (5) years to other public and private entities.</li> <li>iii. Please provide resumes on key personnel who you anticipate will be assigned to this project if you are selected. Resumes should include the qualifications and prior experience of these individuals in providing grant writing services.</li> </ul>	50
Section IV, Part A, Item 3, Criterion B	<p><i>Approach and Methodology</i></p> <ul style="list-style-type: none"> <li>i. Please explain your organization's specific approach and methodology to completing the specific tasks outlined in the scope of work for this solicitation. Describe your understanding of the administrative challenges and opportunities</li> </ul>	25



	associated with completing these tasks and your strategy for resolving any issues.	
Section IV, Part B, Item I	Completed Cost Proposal Form	25
Section V, Part B	Oral Presentations (optional)	15

**B. ORAL PRESENTATIONS (OPTIONAL)**

If the County requests oral presentations by short-listed Offerors, committee members will score these presentations in accordance with the evaluation criteria above, based on the additional information and clarification received in this phase. Oral presentations may be in-person, virtual, or a combination. Since oral presentations may not be required, Offerors are encouraged to submit complete information with their proposals. Please note that a date for presentations has not yet been set and will be determined if presentations are scheduled.

**C. BEST AND FINAL OFFER (BAFO)**

The County, at its discretion, may utilize a Best and Final Offer (BAFO) stage. If this phase is utilized, the County shall submit to the offerors most likely to receive the award, requests for specific clarification and allow offerors to enhance their pricing. If your company is invited to participate in this stage, the dates may not be flexible. If the County requests Best and Final Offers by short-listed offerors, cost scores may be revised, based upon additional information and clarification received in this phase. In lieu of revising initial cost scoring, the County also reserves the right to evaluate BAFOs by use of an additional scoring phase.

**ATTACHMENT A:**

**SAMPLE CONTRACT FOR PROFESSIONAL SERVICES  
FUNDED FROM FEDERAL FUNDS**

AN AGREEMENT BETWEEN

**DOUGLAS COUNTY, NEVADA**

AND

**CONTRACT NAME**

This Agreement ("Agreement") is entered into by and between Douglas County, 1594 Esmeralda Avenue, Minden, Nevada, 89423, a political subdivision of the State of Nevada (the "County"), and Contractor name and address (the "Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

**WHEREAS**, the County is permitted to use Federal funding the County has received to contract with Contractor to provide the professional services referenced herein; and

**WHEREAS**, the Contractor must comply with all applicable legal and regulatory requirements for the use of Federal funding, including all applicable compliance requirements and all applicable Uniform Administrative Requirements, Cost Principles; and

**WHEREAS**, the Douglas County Board of Commissioners has approved using Federal funding in accordance with the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

**1. TERM AND EFFECTIVE DATE OF CONTRACT.** This Agreement is effective on the date signed by both parties and shall continue in effect until all services referenced in the Agreement are performed by Contractor, but in no event later than Date, unless earlier terminated by either party in accordance with the terms of this Agreement.

**2. SERVICES TO BE PERFORMED.** The Parties agree that the services to be performed by Contractor are as follows: Define project as further detailed in the Contractor's Proposal attached hereto as Exhibit A.

**3. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 2 for a total cost not to exceed amount spelled out, \$XXX.xx payable by County to Contractor from Federal funding. Contractor agrees to submit invoices

detailing the work completed within ten days of the end of the prior month for any services rendered. County will pay invoices it receives within 45 days after receipt. County reserves the right to withhold or reduce payment under this Agreement if County determines, in its sole discretion, that Contractor has failed to comply with any applicable laws and regulations regarding the use of Federal funding.

Contractor shall be responsible for all costs and expenses incurred while performing any services under this Contract, including without limitation license fees, memberships and dues; automobile and other travel expenses; and all salary, expenses and other compensation paid to Contractor's employees or contract personnel Contractor hires to perform the services described by this Agreement.

**4. INDEPENDENT CONTRACTOR STATUS.** The Parties agree that Contractor, and all associates and employees shall have the status of independent contractors and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the parties, including that Contractor is not a Douglas County employee and that there shall be no:

- a. Withholding of income taxes by the County;
- b. Industrial insurance coverage provided by the County;
- c. Participation in group insurance plans which may be available to employees of the County;
- d. Participation or contributions by either the independent contractor or the County to the public employees' retirement system;
- e. Accumulation of vacation leave or sick leave;
- f. Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Contractor and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

- a. Contractor has the right to perform services for others during the term of this Agreement.
- b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- c. Contractor shall not be assigned a work location on County premises.
- d. Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Agreement.
- e. Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.
- f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement, and Contractor agrees to the faithful performance and delivery of described services in accordance with the timeframes contained herein; County shall not hire, supervise or pay any assistants to help Contractor.

- g. Neither Contractor nor contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.
- h. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.
- i. Contractor understands that Contractor is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract. Contractor understands that an IRS Form 1099 will be filed by County for all payments County makes to Contractor.

**5. INDUSTRIAL INSURANCE.** Contractor shall, as a precondition to the performance of any work under this Contract and as a precondition to any obligation of the County to make any payment under this Contract, provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also shall, prior to commencing any work under the contract, complete and provide the following written request to a qualified insurer:

**Contractors Name** has entered into a contract with Douglas County to perform work from **Date** through **Date**, and requests that the insurer provide to Douglas County: (1) a certificate of coverage issued pursuant to NRS 616B.627; and (2) notice of any lapse in coverage or nonpayment of coverage that the **Contractors Name** is required to maintain. The certificate and notice should be mailed to:

Douglas County Manager  
Post Office Box 218  
Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the Contract. If Contractor does not maintain coverage throughout the entire term of the Contract, Contractor agrees that County may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the Contract, or terminate the Contract. For each six-month period this Contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to a qualified insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that County may order the Contractor to stop work, suspend the Contract, or terminate the Contract.

**6. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.** Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including, without limitation, all federal requirements regarding the expenditure of Federal funds that are in effect as of the effective date of this Agreement, and that may later be enacted or promulgated, including, without limitation, 31 CFR Part 35

and 2 CFR Part 200. Pursuant to 2 CFR §200.316 any real property, equipment, and intangible property, that are acquired or improved with a Federal funds must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This includes having the proper documentation in place to obtain reimbursement for indirect costs in accordance with federal law.

**7. ADMINISTRATION OF AGREEMENT.** The individuals listed below shall administer this Agreement on behalf of the parties. All communications between Contractor and County and notices required under this Agreement shall be sent to the individuals listed below:

**County:** Douglas County, Nevada  
Attn.  
1594 Esmeralda Avenue  
PO Box 218  
Minden, NV 89423

**Contractor:** Name: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Number: \_\_\_\_\_  
Email: \_\_\_\_\_

**8. AUDIT AND INSPECTION OF CONTRACTOR RECORDS.** Upon request of the County, Contractor shall make available to the County for examination all of Contractor's records with respect to all matters covered by this Agreement and will permit the County to audit, examine and make excerpts or transcripts from such records, and make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Agreement. Contractor shall maintain such records in an accessible location and condition for a period of not less than six years following the termination of this Agreement, unless County agrees in writing to an earlier disposition.

**11. TERMINATION OF AGREEMENT.** The County may, upon written notice to Contractor, terminate this Agreement in whole or in part, for any reason, upon 30 days advance written notice to Contractor. In the event of termination, Contractor shall be paid for all services rendered to County up to the effective date of termination.

**12. SUSPENSION AND DEBARMENT CERTIFICATION.** In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, Contractor certifies that neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction. By signing this Agreement, Contractor certifies that

he/she/it has not been suspended or debarred from federal projects, and is fully eligible to receive federal funding.

**13. CIVIL RIGHTS REQUIREMENTS.** The following requirements apply to the underlying Agreement:

(1) Nondiscrimination -In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements issued.

(2) Equal Employment Opportunity -The following equal employment opportunity requirements apply to the underlying Agreement:

(a) Race, Color, Creed, National Origin, Sex, Age -In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future activities undertaken in the course of the work under this Agreement. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements issued.

(b) Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements issued.

(c) Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements issued.

**14. LOBBYING.** 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 an 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.

**15. Buy American (when appropriate).** Products permanently incorporated into the work are subject to the Federal Buy America requirements as set forth in 23 CFR 635.410. Buy America requirements apply to all steel or iron materials for permanent incorporation in the work. The steel or iron material must have all manufacturing process occur in the United States. "Manufacturing" includes all processes that affect the size, shape, and finish of the steel (coating, forming, plating, galvanizing, etc.). A Buy America Waiver must be requested and approved by the funding agency prior to commencement of work.

**16. Davis-Bacon Act (when appropriate).** Davis-Bacon Act as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**17. CLEAN AIR AND WATER ACTS.** Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended— Contracts and subgrants of amounts in excess of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water

Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**18. PUBLIC RECORDS LAW.** Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of his/her/its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

**19. INDEMNIFICATION OF COUNTY.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees, agents, volunteers, or other representatives arising out of or related to Contractor's performance under this Agreement. Notwithstanding the obligation of Contractor to defend County as set forth in this paragraph, County may elect to participate in the defense of any claim brought against County because of the conduct of Contractor, its officers, employees and agents. Such participation shall be at County's own expense and County shall be responsible for the payment of its own attorney's fees it incurs in participating in its own defense.

**20. CONSTRUCTION OF AGREEMENT.** The Agreement will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Agreement. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Agreement before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The Parties mutually agree to not seek punitive damages against either Party.

**21. FEDERAL CHANGES.** The Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in any funding documentation, as they may be amended or promulgated from time to time during the term of this



Agreement. The Contractor's failure to so comply shall constitute a material breach of this Agreement.

**22. MODIFICATION OF CONTRACT.** This Agreement constitutes the entire agreement and understanding between the Parties. All other representations, oral or written, are superseded by this Agreement. This Agreement may only be modified by a written amendment signed by both of the Parties.

**23. THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party, or to otherwise allow a third party to assert a cause of action against either County or Contractor.

**24. ASSIGNMENT.** Contractor will neither assign, transfer nor delegate any rights, obligations or duties under this Agreement without the prior written consent of the County.

**25. AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this Agreement.

**26. COUNTERPARTS.** This Agreement may be executed in counterparts, and each counterpart shall constitute one agreement binding on all parties hereto.

**IN WITNESS WHEREOF**, the Parties hereto have caused the Agreement to be signed and intend to be legally bound thereby.

**Contractor Name**

By: \_\_\_\_\_  
(Name and Title) (Date)

**Douglas County, Nevada**

By: \_\_\_\_\_  
Patrick Cates, Douglas County Manager (Date)

**[PROJECT SCOPE WOULD BE ON A SEPARATE PAGE AS AN EXHIBIT TO THE ACTUAL CONTRACT]**

**Exhibit A**

***Project Scope***