



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

REQUEST FOR PROPOSALS (RFP)

**AIRPORT OPERATIONS AND MANAGEMENT SERVICES FOR THE COUNTY OF DOUGLAS
COUNTY, NEVADA, MINDEN-TAHOE AIRPORT**

RFP Release Date: **March 1, 2023**

I. INTRODUCTION

A. PURPOSE

The Minden-Tahoe Airport (MEV) was founded as the Carson Valley Airport during World War II. Construction of the Airport commenced in July 1942 and was completed in October 1942. Initially envisioned as a military air base; the Airport was instead used as a military training facility. During the 1960's the Airport gained a reputation as a location for exceptional glider flying. To this day, the Minden-Tahoe Airport is renowned as one of the premier glider facilities worldwide.

B. BACKGROUND

Douglas County (County) is a local government organization centrally located just 15 minutes south of Nevada's state capital and bordering Lake Tahoe. The County is the fifth largest community in the state, serving approximately 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 – within a service area encompassing approximately 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.

II. GENERAL REQUIREMENTS

A. POINT OF CONTACT

During this procurement, the sole point of contact for the County is listed below. Unless otherwise directed in writing by the County contact, all contacts regarding this Request For Proposals (“RFP”) will be with the person listed only. Offerors contacting other County staff, County officials, or members of the County Board, on topics related to this RFP, may be disqualified.

Stephanie Creed, CPPO, CPPB
Procurement Process Consultant
Civic Initiatives
screed@civicinitiatives.com
512-523-4834 Ext 538

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

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, and according to the instructions below:

- Send an email expressing interest to paas@civicinitiatives.com.
- In the email subject line, state your company name and the name of this solicitation.
- In the email body, state your contact information including your email address.

Offerors are strongly encouraged to submit this email expressing interest as early in the process as possible. This email must be received no later than Thursday, March 30, 2023 at 2pm PST. The County reserves the right to disqualify Offerors for whom an email is received after this deadline.

- Once the email is received timely, the Offeror will receive an electronic invitation to a SmartSheet.
- Using the provided link, open the SmartSheet.
- Type the submission item name in the provided field.
- To the left of the row, there is a paperclip. Click on the paperclip to open the Attachments area for the row. Upload the item here by dragging and dropping it, or by clicking on the blue box at the bottom.
- Repeat steps 6-7 for all submission items.
- Save the SmartSheet by clicking on the save icon in the top left, or by clicking on File and then on Save.
- This completes the submission process. The requesting agency will be able to download you items from here.

To be properly and timely considered, an electronic copy of the Offeror's proposal must be received no later than 2:00 pm (PST), on Tuesday, April 11, 2023. The proposal shall be sent according to the instructions above.

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. **Items in bold are mandatory items.** The County reserves the right to change these dates during the procurement process, if it is in the County's best interest:

Activity	Date:
Request For Proposals Issued	Wednesday, March 1, 2023
Mandatory Pre-Proposal Conference	Tuesday, March 14, 2023, at 2pm PST
Deadline for Submitting Questions	Tuesday, March 21, 2023, at 2pm PST
Responses to Questions	Tuesday, March 28, 2023
Deadline for Submitting Email Expressing Interest	Thursday, March 30, 2023 at 2pm PST
Proposal Closing/Deadline of Proposal Submittal	Tuesday, April 11, 2023, at 2pm PST
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

A mandatory pre-proposal meeting and site visit will be conducted on Tuesday, March 14, 2023, at 2pm PST, at 1146 Airport Rd, Minden, NV 89423, in the Taildragger Café. An airport diagram is provided as Attachment D. Interested parties may submit any question or requests for additional information for this RFP in writing by Tuesday, March 21, 2023, at 2pm PST, to Stephanie Creed at screed@civicinitiatives.com. Answers to substantive questions received will be provided via an addendum to the RFP and posted on the County's website Tuesday, March 28, 2023.

D. TERM OF CONTRACT

The County intends to enter into a contract with an initial term of five (5) years with the successful Offeror. The contract will include an option to renew for a total of an additional five (5) years. The renewal period(s) may be for a length as determined by the County. The total term of the contract in any combination may not exceed and aggregate of ten (10) years. Any such contract will be subject to approval by the County Board of Commissioners. 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.

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 costs related to participating in this Request for Proposal.

F. WITHDRAWAL OF PROPOSALS

Responses to this solicitation may be withdrawn prior to the due date and time specified or s revised by an addendum. Following the due date and time, no response may be withdrawn by an Offeror.

G. RIGHT TO ACCEPT OR REJECT RESPONSES

Responses which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every respect with the Solicitation requirements, and the Contract Documents, may be rejected at the option of the County.

H. CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Solicitation when it is in the best interest of the County. Availability of all information related to a cancelled Solicitation is subject to State of Nevada statutes regarding public records.

I. 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.

J. SAMPLE CONTRACT

A sample contract for services is provided as Attachment B 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 of Douglas County, Nevada is seeking proposals from experienced contractors for the operation of the Minden-Tahoe Airport through a contractor agreement with Douglas County, Nevada. The contractual operations include all general maintenance activities, utilities, operational expenses, customer services, and development of new services at the airport. The Contractor will ensure that the premises are principally used for conducting aviation, or aviation related, businesses and shall abide by all applicable Federal Aviation Administration (FAA), federal, state, and local laws in operating the airport.

The Contractor will be required to operate the airport, on behalf of the County, in accordance with federal and state obligations (including FAA grant assurances), and Douglas County Code.

To avoid impermissible conflict of interest and the appearance of impropriety or unfair dealings, the Contractor will not be allowed to act in a self-policing capacity. More specifically and without limitation, the following restrictions will be placed upon the Contractor for the duration of the contract and for a period of five (5) years following the end of the contract:

1. Contractor will not be permitted to engage in any commercial activities on the Airport, and;
2. Contractor will not be approved as a lessee or sublessee for any premises at the airport (except that Contractor may, if available, lease space for a term matching the length of the contract, for the purpose of storing contractor-owned aircraft). This prohibition will survive the expiration or earlier termination of the Contract.

B. OBJECTIVE

Douglas County seeks the operation of the airport through a Contractor arrangement that best meets the County's long-term goals which include:

1. Continue to be self-sufficient and operate as a financially independent enterprise fund without subsidy from the County's general fund.
2. Expand the commercial activities at the airport.
3. Coordinate the leasing and development of approximately 150 acres of available land within the Airport's perimeter fence, on the east side of the Airport.
4. Continue to emphasize quality customer service to local and visiting pilots and passengers to the airport.
5. Facilitate local economic development by positioning the airport and surrounding property as ready for development.
6. Develop long term profitable relationship with the County.

C. STATEMENT OF NEEDS/SCOPE OF SERVICES

The following is a listing of elements to be included in response to this RFP to operate the Minden-Tahoe Airport.

1. General Performance

- a. The Contractor will manage and operate the airport for the use and benefit of the County and public in accordance with the provisions included in the RFP.
- b. The Contractor will manage and coordinate any special events for the airport, including but not limited to air shows; however, prior approval is required from the County, before proceeding with any special events.
- c. The Contractor shall maintain records of all correspondence and financial transactions relating to the operation of the airport.
- d. Contractor shall provide monthly summary reports to the Douglas County Chief Financial Officer, in the manner and format prescribed by the County, by the 15th of every month. Additional detailed information shall promptly be provided to the County upon request.
- e. The Contractor shall work with the County to develop and maintain policies for environmental protection at the airport and once the policies are adopted, work to maintain compliance with those policies.
- f. The Contractor shall attend meetings of the Airport Advisory Committee (typically the first Monday of the month at 6 p.m.) and, when requested, attend meetings of the Board of County Commissioners.
- g. The Contractor shall provide public relations and marketing of services for the airport to increase business at the airport.
- h. The Contractor shall provide an accurate accounting of all revenues and expenditures relating to the operation of the airport under this contract and keep monthly financial reports.
- i. The Contractor must perform safely and legally in compliance with federal, state, and local regulations. The Contractor must testify and otherwise participate in any lawsuits related to the airport.

2. Airport Operations

The Contractor shall operate and maintain the airport in compliance with Federal Aviation Administration (FAA) minimum standards, FAA grant assurances, federal and state obligations, and the Airport Rules and Regulations (Attachment C).

- a. Keep, maintain, and furnish upon request the necessary records required by the FAA.
- b. Employ efficient quantity and qualified personnel in the operation of the airport. Conduct background checks and random drug testing on employees consist with industry standards.

- c. Maintain all public (non-leasehold) paved areas of the airport. The Contractor shall coordinate and recommend to the County for prior approval all maintenance necessary to maintain a pavement condition index of 71% or higher.
- d. The Contractor shall diligently pursue funding for pavement funding projects. Except to the extent the damage is caused by the Contractor, County shall bear all pavement costs.
- e. Maintain markings, signs, and lighting at the airport.
- f. Mowing grass throughout the Airport facility.
- g. Snow removal throughout the Airport facility.
- h. Follow all procedures and protocols for handling hazardous substances, materials and meeting various required safety standards.
- i. Work with the County to review, update and exercise an airport emergency plan.
- j. Conduct daily inspections as required by the FAA and others.
- k. Limit access for pedestrian and ground vehicles in accordance with airport security needs, and manage, review, and enforce ground vehicle driving privileges.
- l. Remove, mark, or light any obstructions within the airport.
- m. Protect and maintain navigational aids on airport property.
- n. Manage wildlife hazard.
- o. Report airport conditions through NOTAMs and other required means.
- p. Identify, mark, and light any unserviceable areas within the airport.
- q. Coordinate the Fire Department's involvement with ARFF.
- r. Maintain certification and operation of AWOS.
- s. Conduct airport operations consistent with the grant assurances, and commitments thereunder, provided by the County to the FAA.
- t. This list is not intended to be all inclusive but demonstrates the types of efforts which would be the Contractor's responsibility for the operation of the Airport in compliance with FAA, federal, state, and local requirements.

3. Contractor Operations

- a. Contractor shall be the primary point of contact and assist the County in the County's dealing with all applicable federal and state agencies relating to airport operations and development.
- b. The Contractor agrees to maintain secure areas during the operation of the airport.
- c. The Contractor shall provide sufficient staffing to operate the airport for aviation access 24 hours a day and have at least one staff person available at the airport seven days a week 8:00 A.M. to 5:00 P.M.
- d. The Contractor shall act as a representative of the County through participation at meetings and activities of present and future airport users and interest groups and include this activity in monthly written reports to the Airport Advisory Committee and the County Manager.

- e. The Contractor shall be both actually and fiscally responsible for preventive maintenance and minor repairs to the facilities, equipment, and infrastructure located at the airport. These costs for preventative maintenance and minor repairs are presumed to be built into the proposed monthly fee structure for any contract awarded.
 - 1. Minor repairs are those with costs under \$5,000, that do not require a permit or a license of any kind (for example, painting, drywall repairs, fixing a door hinge, etc.); or third-party contracts under \$5,000.
 - 2. Major repairs will remain the fiscal obligation of the County. Subject to prior written approval of expenditures and authorization by the County Manager for any portion of repairs that are in excess of \$5,000, the Contractor shall proceed with those repairs as authorized. The County shall review and prior approve all major repair contracts.
 - 3. If the Contractor is unsure about whether a specific repair is considered minor or major, it shall consult with the County before proceeding.
- f. The Contractor shall be responsible for all notifications necessary should a temporary closure of the airport, or any portion thereof, be required.
- g. To the extent applicable, the Contractor shall not be responsible for any maintenance to federal facilities including airport aides operated and maintained by the FAA except to ensure that other airport operations do not damage or negatively affect those federal facilities.
- h. The Contractor shall maintain authorized representatives on-call for all hours when the airport is not staffed for service or emergency situations at the airport. A representative must be able to respond to the airport within 60 minutes for these situations.
- i. The Contractor shall not conduct operations in or on the airport in any way that interferes with the responsible use of the facility by others at the airport in the reasonable judgement of the County.
- j. The Contractor shall be responsible for all routine maintenance activities at the airport including grounds, building, and infrastructure except as specifically outlined in this solicitation.
- k. During the remaining useful life of existing County-owned or leased equipment, the County shall provide said equipment for use at the airport. The Contractor shall be responsible for maintenance of this equipment.
- l. Once the useful life of existing County-owned or lease equipment ends:
 - 1. The Contractor shall be responsible for purchasing and paying for replacement equipment under \$5,000. This replacement equipment shall be tagged as the Contractor's asset; and
 - 2. The County shall be responsible for providing replacement equipment over \$5,000. This replacement equipment shall be tagged as the County's asset.

4. Leases and Rents

- a. The Contractor shall prepare, negotiate, administer, and enforce on behalf and in the name of the County all the lease agreements, contracts, documents, and instruments relating to the Minden-Tahoe Airport. All leases, new or renewals, shall be reviewed and if accepted, executed by the County.
- b. The County specifically authorizes the Contractor to request and demand all rent and other such charges on behalf of and in the name of the County. The County authorizes Contractor to demand compliance with all other terms of the lease agreements and other contracts; however, notices to terminate or vacate the premises must be approved by the County.
- c. The Contractor shall provide for routine invoicing and collection of all fees, rents, and property lease charges due to the airport. The Contractor may sublease space at the airport, under lease to the successful Offeror, with the authorization of the County.

5. Planning and Economic Development

- a. The Contractor shall assist the County in obtaining FAA, Nevada Transportation Funding or other funding for major improvements at the airport.
- b. The County with the assistance of the Contractor shall provide for planning and development for the airport and the surrounding airport lands in coordination and cooperation with the County.
- c. The Contractor shall encourage the development of new facilities and services in accordance with the approved airport master plan. <https://mindentahoeairport.com/wp-content/uploads/2021/12/MEV-AMP-Final-Report-Reduced-File-Size.pdf>
- d. The Contractor shall submit periodic input concerning the airport layout plan (ALP) to the County.
- e. The Contractor shall assist the County with development for approval of a five-year airport Capital Improvement Plan (CIP).
- f. The Contractor will provide support and assistance for continuing the development of the airport with state or federal funding sources.
- g. The County shall be responsible for costs relating to capital improvements, major repairs, and other investments of new assets at the airport as approved by the County through the County's annual appropriation process.
- h. The County will be responsible for design, construction management, and oversight for capital outlay projects at the airport.

6. Budgeting

At the time that department budgets are due, the Contractor shall prepare an annual operating projection, and requests, that will include the following:

- a. Detail projection of revenues and expenses that would be incurred by the County relating to airport operations for each fiscal year. The report must be submitted to the County Manager in accordance with a budget schedule adopted for all County departments.
- b. Contractor shall submit request for capital and major expense items that are anticipated in the upcoming fiscal year and would be paid for by the County.
- c. The Contractor shall submit a list of recommended fees on an annual basis a part of the appropriations process.
- d. All final decisions related to appropriations by the County for the budget and fee schedules relating to the operations of the airport will be determined by the Board of Commissioners.

7. Finances

The Contractor agrees to pay, at its sole expense, for all operational charges for the airport which include:

- a. Any costs not related to a specific tenant or leased property that is the responsibility of the County's operation of the airport, and not already being paid for by the County at the start of the Contractor's agreement.
- b. The Contractor shall be responsible for collecting and remitting all existing fees for hangars, tie downs, and other facilities, to the County by the 15th of every month. The Contractor shall keep financial records including profit and loss statements and submit them to the Chief Financial Officer on a quarterly basis. The Contractor shall allow inspection of these reports if requested, at any time, by the County.
- c. Indemnity for environmental pollution losses
- d. Maintain the required insurance coverages. Refer to Attachment A to this RFP for details on the required insurance coverage.

8. Qualifications

- a. The Contractor must have demonstrated experience in Airport Operations and Maintenance.
- b. The Contractor must have the ability to do business in Douglas County, NV

IV. FORMAT AND CONTENT FOR PROPOSAL

A. GENERAL

Offeror shall separately submit a Technical Proposal and a Cost Proposal. The Cost Proposal must be submitted as a separate document. Cost proposal form is attached as Attachment E.

Proposal Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise, detailed description of capabilities that satisfy the requirements of the RFP. Please use the outline as presented in this RFP.

Confidential and Proprietary Information

All information submitted to the County in response to this solicitation will constitute public information, except as marked "Confidential" to the extent allowed under NRS Chapter 239 and will be available to the public for inspection upon award of contract and pursuant to the Nevada Public Records Law.

It is the Offeror's responsibility to ensure that their proposal is received prior to, or at the specific time, date, and place, designated in this solicitation. Proposals received after that specified date and time will not be considered by the County.

B. TECHNICAL PROPOSAL FORM AND CONTENT

Offeror must submit a proposal which demonstrates and provides evidence that the Offeror has the capabilities, professional expertise, and experience to provide the necessary services described in this RFP. The Offeror shall ensure all information requested is submitted with their proposal. All information provided should be verifiable by documentation that may be requested by the County. Failure to provide all the information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal.

The requested information will be submitted in the sections as follows. Each section will be separated by a divider sheet clearly indicating the Section that follows.

1. SECTION 1 – Introduction – 0% Weight

- a. LETTER OF TRANSMITTAL - The Offeror will include a Letter of Transmittal that will, at a minimum, address the following items.
 - Briefly introduce your company.
 - Identify the contact person for all communications.
 - Affirm that the Offeror takes no exceptions to any term, condition, or requirement listed in this solicitation, including the sample contract terms. If the Offeror wishes

to take any such exceptions, they shall specifically identify them in this Letter of Transmittal and the County reserves the right to summarily decline any proposed exceptions, or deviations which are not specifically identified for consideration in this Letter of Transmittal.

- Affirm that your company, if selected, will negotiate in good faith.
- Letter of Transmittal must be signed by a company representative authorized to obligate the company.

The Letter of Transmittal - Will not exceed FIVE (5) pages.

2. **SECTION 2 – Experience of the Company and Key Personnel / Financial Capacity / References**

Experience

- a. A brief history of the company.
- b. Description of the company’s prior experience related to airport operations.
- c. Provide resumes of the on-site manager and other key personnel that will be assigned to this Contract. Resumes and or description of experience of each key member.

Financial Capacity

- a. The Offeror must provide sufficient proof supporting the Offeror’s financial ability to fulfill the obligation of operating the airport.
- b. Financial statements including, but not limited to, balance sheet and income statement for the past two years are requested.
- c. Information marked “Confidential” and submitted as a separate document will be treated as confidential to the extent the law provides.

References

Provide three (3) client references of similar service contracts including the name, address, email address, and telephone number for each reference. If an Offeror cannot provide three (3) references, they can provide a written reason for not providing three (3) references.

3. **SECTION 3 – Range and Scope of Services / Operations Plan**

- Offerors will describe their proposed scope of operations setting forth each business activity proposed for the Minden-Tahoe Airport in accordance with the scope of services outlined in this solicitation.

- The Offeror shall outline specific services in addition to those outlined within the request for proposals that would be provided to the aviation community as part of the operations and maintenance at the Airport.
- Contractors must provide a summary of their operations plan at 30, 60, 90, and 120 days of initial operation.
- Offerors will describe how their company will promote the airport and aviation in general within the community and to participate in activities in Douglas County.
- Offerors will describe their prior experience with organizing airport events such as air shows.

4. **SECTION 4 – Financial Independence of the Airport**

A primary goal of the County is to have the Airport continue being financially independent from the County General Fund. In this Section Offerors will describe how they believe they can create the balance between revenue and expenses that will allow the Airport operations to continue being financially independent.

5. **Cost Proposal and Format**

Indicate the monthly fee that would be charged for providing the services as outlined in the proposal to Douglas County for the first three (3) years of operations. The fee will include all operating expenses and staff payroll. See attachment E.

The Cost Proposal will be submitted in a separate envelope. Offerors are required to submit ONE (1) original Cost Proposal.

V. **PROPOSAL EVALUATION AND SELECTION PROCESS**

A. **REVIEW OF PROPOSALS**

All proposals submitted in response to this solicitation will be reviewed for responsiveness prior to being forwarded to the evaluation committee. An evaluation committee will then evaluate the technical proposals in accordance with the criteria and weights listed here.

Evaluation Criteria	Weight
Section 1 – Introduction	0% (Not Scored)
Section 2 – Experience of the Company and Key Personnel / Financial Capacity / References	40
Section 3 – Range and Scope of Services / Operations Plan	30
Section 4 – Financial Independence of the Airport	10
Cost Proposal	20
Sub-Total	100

Interviews / Presentations If Held	15
Total	115

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.

B. EVALUATION PROCESS

The Evaluation Committee (Committee) will independently evaluate each technical proposal against the Evaluation Criteria. Each Committee member will assign a score of 0-5 for each criterion. That score will be multiplied by the weight of the criterion, and all will be totaled to arrive at a total individual score for each technical proposal. The individual scores will be added together and averaged, to get a final technical score. The cost evaluation will subsequently be conducted for all responsible offerors. The final technical score and the cost score will be added together, to get the final score and rank the Offerors.

The Committee will review the final score and rankings and determine if they wish to hold interviews. If interviews are held, the Committee will determine the number of Offerors to be invited for interviews. It may be the top two or more Offerors.

C. INTERVIEWS

Committee members may revise their initial scores based upon 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, and therefore, Offerors are encouraged to submit complete information with their proposals. Please note that the date for presentations has not yet been set. If an Offeror is invited to give a presentation to the evaluation team, the dates may not be flexible.

D. 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.

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ATTACHMENT A

INSURANCE REQUIREMENTS

Prior to commencing work and until all obligations under this Agreement are fulfilled, Airport Operator shall carry and always maintain the following insurance coverage and limits of insurance. All insurers must have AM Best rating not less than A- VIII. The Contractor will list Douglas County, Nevada as the Additional Insured.

COMMERCIAL GENERAL LIABILITY INSURANCE AND HANGER KEEPERS LIABILITY INSURANCE:

- Form at least as broad as the current unmodified Insurance Services Office (ISO) occurrence form for:
 - Premises and operations liability
 - Products-completed operations liability
 - Contractual liability insuring all obligations of Airport Operator (including but not limited to the tort liability of another assumed in a business contract)
 - Liability Airport Operator may incur from operations, acts, or omissions of independent contractors, subcontractors, suppliers, their agents or employees.
 - Personal and advertising injury
- Waiver of subrogation endorsement as broad as the unmodified ISO CG 24 04 12 19.
- Additional insured endorsements as broad as the unmodified ISO CG 20 38 12 19 with CG 20 40 12 19.
 - Additional insured status shall apply until a claimant cannot bring suit per applicable law.
- Primary and noncontributory endorsement as broad as the unmodified ISO CG 20 01 12 19.
- Limits and, if necessary, commercial umbrella/excess limits not less than the following:
 - \$2,000,000 general aggregate limit to apply separately to the Airport location.
 - \$2,000,000 products and completed operations aggregate limit.
 - \$2,000,000 per occurrence limit for bodily injury and property damage.
 - \$2,000,000 for personal injury and advertising injury limit.
 - Higher limits and additional coverages if required subject to all the requirements of the CGL policy.

BUSINESS AUTOMOBILE LIABILITY INSURANCE.

- Limits: not less than \$2,000,000 for each accident.
- Coverage: liability arising out of any automobile (including owned, hired, and non-owned automobiles).
- If hauling "hazardous materials," an endorsement as broad as the ISO CA 99 48
- If subject to the Motor Carrier Act of 1980, an MCS-90 endorsement with limits of \$1,000,000 each accident.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.

- Statutory workers' compensation insurance
- Employers' liability insurance limits not less than \$1,000,000/accident for bodily injury by accident, \$1,000,000/employee for bodily injury by disease; and, \$1,000,000 policy limit for bodily injury by disease.
- A waiver of subrogation endorsement as broad as the unmodified NCCI WC 00 03 13.

OTHER INSURANCE COVERAGES (IF APPLICABLE)

- Professional Liability Insurance

- \$1,000,000 per claim/aggregate if work includes any design or professional services.
- Claims-made policies retroactive dates prior to the first date design services were performed to extend five (5) years beyond completion of scope of work.
- Contractors Pollution Liability Insurance
 - \$1,000,000 per occurrence and \$2,000,000 aggregate for “hazardous materials” as defined in applicable law including waste, asbestos, fungi, bacterial or mold.
- Lower tier sub-subcontractors, Truckers, Suppliers:

Verify evidence of insurance in like form and amounts from lower tier subcontractors, truckers, trucking brokers, sub-haulers, vendors, and suppliers of any tier.

ATTACHMENT B

SAMPLE CONTRACT FOR SERVICES

A CONTRACT BETWEEN
DOUGLAS COUNTY, NEVADA
P.O. BOX 218
MINDEN, NV 89423

AND

CONTRACTOR
NAME
ADDRESS PHONE EMAIL

THIS CONTRACT FOR PROFESSIONAL SERVICES (THE "CONTRACT") IS ENTERED INTO BY AND BETWEEN DOUGLAS COUNTY, NEVADA, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA ("COUNTY"), AND ____ ("CONTRACTOR") LICENSED TO DO BUSINESS IN THE STATE OF NEVADA, ID# __. THE COUNTY AND CONTRACTOR ARE AT TIMES COLLECTIVELY REFERRED TO HEREINAFTER AS THE "PARTIES" OR INDIVIDUALLY AS THE "PARTY."

WHEREAS, the County from time to time, requires the services of independent contractors;

WHEREAS, the COUNTY believes that the services of CONTRACTOR are necessary, desirable, and in the best interests of the COUNTY; and

WHEREAS, CONTRACTOR represents that CONTRACTOR is duly qualified, equipped, competent, ready, willing and able to perform the services required by COUNTY as hereinafter described.

WHEREAS, CONTRACTOR represents that CONTRACTOR possess all required licenses and permits to perform the services required by COUNTY;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE OF CONTRACT. Upon execution by all parties, this Contract shall be effective as of _____, and will end on _____, unless renewed, or terminated earlier in accordance with Paragraph 9.
2. SERVICES TO BE PERFORMED. The Parties agree that the services to be performed by CONTRACTOR are: _____.

3. PAYMENT FOR SERVICES. CONTRACTOR agrees to provide the services set forth in Paragraph 2 at a fixed fee rate of _____. CONTRACTOR agrees to submit invoices upon completion of each phase. COUNTY will pay invoices it receives within a reasonable time.

CONTRACTOR shall be responsible for all costs and expenses incurred while performing any services under this Contract, including without limitation licenses 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, his associates and employees shall have the status of an 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 COUNTY employee and that there shall be no:
 - Withholding of income taxes by the COUNTY;
 - Industrial insurance coverage provided by the COUNTY;
 - Participation in group insurance plans which may be available to employees of the COUNTY;
 - Participation or contributions by either the independent contractor or the COUNTY to the public employees' retirement system;
 - Accumulation of vacation leave or sick leave;
 - 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:

- CONTRACTOR has the right to perform services for others during the term of this Agreement.
- 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.
- CONTRACTOR shall not be assigned a work location on COUNTY premises.
- CONTRACTOR, at CONTRACTOR's sole expense, will furnish all equipment and materials used to provide the services required by this Agreement.
- 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.
- 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 time frames contained herein; COUNTY shall not hire, supervise or pay any assistants to help CONTRACTOR.

- 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.
 - COUNTY shall not require CONTRACTOR or CONTRACTOR's employees or contract personnel to devote full time to performing the services required by this Agreement.
 - 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:

[] has entered a contract with Douglas COUNTY to perform work from [], 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 CONTRACTOR 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 appointment, then he must immediately notify the County and must stop work until coverage is provided or the Agreement is terminated. There will be no compensation provided to CONTRACTOR during the time the coverage is not provided or has lapsed.

6. LICENSING & REPORTING. CONTRACTOR agrees to maintain any required licenses and certifications to perform any services for County. The failure to maintain any required license or certification will result in immediate termination of this Contract. CONTRACTOR shall promptly report to County in writing if any licensing or certification authority informs CONTRACTOR that it is investigating any complaint, or has taken any action, against CONTRACTOR or any of CONTRACTOR's employees or agents who perform work under this Contract. Throughout the term of this contract, including any option terms, CONTRACTOR shall also promptly report any arrests, arraignments or convictions of any employees or agents who perform work under this Contract. A report shall be

considered “prompt” if it is made as soon as practicable after CONTRACTOR receives notice, but in no event later than 3 business days after the triggering event.

7. PROFESSIONAL LIABILITY INSURANCE. CONTRACTOR must also maintain professional liability insurance in an amount of not less than one million dollars (\$2,000,000) per claim. A copy of CONTRACTORs current professional liability coverage naming County as a certificate holder shall be provided to the County upon CONTRACTOR signing this Agreement.
8. GENERAL LIABILITY INSURANCE. Douglas County’s liability coverage will not extend to the CONTRACTOR and CONTRACTOR is required to acquire and maintain general liability insurance in the minimum amount of \$2,000,000 during the term of this Contract at CONTRACTOR’s sole expense. Proof of insurance must be sent to the Douglas County Manager. Such proof of insurance must be provided at least annually throughout the term of this Contract and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.
9. TERMINATION OF CONTRACT. This Contract may be terminated without cause by either Party prior to the date set forth in Paragraph 1, provided that a revocation shall not be effective until 90 days after a party has served written notice upon the other party. If the County makes the reasonable determination that Contractor has committed an illegal act, a safety violation, or has otherwise endangered the airport, the County may terminate the Contract immediately upon written notice to Contractor. The CONTRACTOR shall submit billings for work performed up to the effective date of termination.
10. CONSTRUCTION OF CONTRACT. This Contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this Contract shall be resolved by binding arbitration, with an arbiter jointly selected from a list maintained by the Nevada Supreme Court of senior/retired judges, with both parties to pay their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this Contract.
11. COMPLIANCE WITH APPLICABLE LAWS. CONTRACTOR shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.
12. ASSIGNMENT. CONTRACTOR shall neither assign, transfer nor delegate any rights, obligations, or duties under this contract without the prior written consent of the County.
13. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices, and personnel records of CONTRACTOR related to this contract shall be subject to inspection, examination and audit by the County.
14. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, or other materials or work product prepared by or supplied to CONTRACTOR in the performance of its obligations under this Contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at CONTRACTOR's expense, by CONTRACTOR to the County upon completion of the project, or termination or cancellation of this Contract.

15. PUBLIC RECORDS LAW. CONTRACTOR expressly 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 or a court of competent jurisdiction, shall 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.
16. INDEMNIFICATION. CONTRACTOR agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by CONTRACTOR or CONTRACTOR's agents or employees.
17. MODIFICATION OF CONTRACT. This Contract constitutes the entire agreement between the Parties and may only be modified by a written amendment signed by the Parties.
18. AUTHORITY. The Parties represent and warrant that they have the authority to enter this Contract.
19. INCORPORATED DOCUMENTS. The Parties agree that this Contract references and incorporates Exhibit _____, attached hereto. The language of this Agreement controls over any conflict or interpretation of language or terms in Exhibit _____.
20. SEVERABILITY. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of the Agreement unenforceable.
21. NO APPROPRIATION OF FUNDS. All payments and services provided under this agreement are contingent upon the availability of the necessary public funding. In the event that Douglas County does not receive the funding necessary to perform in accordance with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.
22. STANDARD OF CARE. CONTRACTOR will perform all services in a manner consistent with any applicable licensing or professional rules and with that level of care and skill ordinarily exercised by other members of CONTRACTOR's profession currently practicing in the same locality under similar conditions.
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 CONTRACTOR or County.
24. CONFIDENTIALITY. This Agreement contemplates that CONTRACTOR will have confidential information made known to him which is not known to the general public. CONTRACTOR is under a duty to retain confidential information disclosed by the County or employees subject only to disclosure as authorized by the client or by court order, court rule or state or federal law.
25. CONFLICT OF INTEREST. By signing the Contract, CONTRACTOR agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the Human Resources Director. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. CONTRACTOR must notify Douglas

County of any other contracts or projects CONTRACTOR is working on that may impact Douglas County.

- 26. BOYCOTT. CONTRACTOR certifies that it is not engaged in a boycott of Israel, as defined in Senate Bill 26 of the 79th Session of the Nevada Legislature as incorporated into NRS Chapter 332. Independent CONTRACTOR further agrees and certifies that it will not engage in such a boycott of Israel for the duration of this Agreement.
- 27. NOTICES. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given three business days after mailing by United States, postage prepaid, first-class mail addressed to the other party at the addresses set forth below:

FOR COUNTY:

DOUGLAS COUNTY
Attn: Terri Willoughby, Chief Financial Officer
P.O. Box 218
Minden, Nevada 89423
(775) 782-6202

FOR CONTRACTOR:

Name:
Attn:
Address Phone:

- 28. RECITALS. The above recitals are hereby incorporated into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract for professional services to be signed and intend to be legally bound thereby.

DOUGLAS COUNTY DATE
Patrick Cates
Douglas County Manager

CONTRACTOR DATE
Business Name:
Name:
Title: