



Request for Proposals

Northeastern Nevada Regional Development Authority Comprehensive Economic Assessment

PROJECT INTRODUCTION

This request for proposals (RFP) is intended to solicit qualified proposals to achieve the goals and tasks which have been approved by the Northeastern Nevada Regional Development Authority (NNRDA) Board of Directors, and the Governor's Office of Economic Development (GOED).

NNRDA is seeking a well-qualified economic development firm or team to perform a comprehensive economic assessment and strategic plan. The primary objectives of this plan will be to improve and enhance the economic resiliency and sustainability of the counties and cities within the NNRDA region. The project is scheduled to begin in April of 2018.

PROJECT BACKGROUND

NNRDA represents the counties of Elko, Eureka, Humboldt, Lander, and White Pine, as well as the cities of Carlin, Elko, Ely, Wells, West Wendover, and Winnemucca. NNRDA maintains the largest footprint of all Nevada's development authorities; encompassing nearly half of Nevada's total landmass. The combined population of NNRDA's five counties is nearly 88,000.

Northeastern Nevada has the highest concentration of precious metal mines in the state, making Nevada the fourth largest producer of gold in the world. Although mining is the primary economic engine within the region, ranching and tourism have maintained a significant role in the local economy for decades.

The purpose of this RFP is to explore, identify, and determine the feasibility of economic opportunity that falls outside of the mining industry. To accomplish this we must identify areas that build economic resilience, broaden industrial diversification, and create jobs. Clear and prioritized actions aimed at creating a more robust and diverse economy must be the emphasis of the strategic plan.

ADMINISTRATION

Sheldon Mudd, Executive Director of NNRDA, will act as the administrator for this project.

A. SCOPE OF WORK

The selected firm will perform an economic assessment, develop a market analysis, and create a detailed plan of action. The action plan will include concrete and measurable steps to build economic resilience, industry diversification, job creation and training, and reemployment. This action plan will be showcased in a broader economic and workforce development strategy. This action plan is not intended to be a traditional broad view plan created primarily from facilitated community input. The client communities are seeking in-depth, data driven assessments that account for the distinct differences of the participating communities. The action plan will illuminate clear and prioritized steps aimed at creating a more robust and diverse economy. The action plan will also strengthen and integrate existing plans and strategies developed by the client communities as they apply to current needs. The action plan will include local and regional components. The regional components for all community assessments will integrate to form the foundation for a regional plan.

This scope of work includes three phases described below for each of the participating counties and cities in the region. The first project will include two communities, and we will continue to apply for funding to complete plans for each community.

Phase 1: Economic Assessment

NNRDA will procure for a consultant to complete an economic assessment for each community which evaluates existing economic and demographic trends within those communities.

With project stakeholder involvement, the consultant will identify economic resources, workforce development, and workforce pipelines and support.

The consultant will conduct research using available business reports including, but not limited to the following.

- Prior strategic plans
- Community assessments
- Relatively recent local government reports

The consultant will recommend a framework for an economic assessment as part of their proposal. The consultant will analyze information on industry cluster composition (primary and support industries), demographics and wage rates, occupational and employment projections, skill sets and education, micro-clusters and regional economic linkages. This phase should include input from project stakeholders, major employers, and targeted public sectors.

This information will provide a map of existing assets, as we plan for our immediate and long term future economic strategy, designed around the specific needs and strengths of our communities.

This economic assessment should answer the following questions.

- What methodology would be used to ensure the validity of data collection and interpretation?
- What are the most important issues and ideas identified by stakeholders?
- What are the strengths and weaknesses of the current businesses within the community?
- What are the most important assets and economic clusters?
- What does the data indicate are the most significant economic trends, both positive and negative?
- What does the data suggest about the current state of the community's economy?
- What are the main focus areas to improve the current state of the community's economy?

Phase 2: Market Analysis

The consultant, based on the economic assessment in Phase 1, will evaluate market data and conduct appropriate market analysis to determine opportunities for expanding and/or adding new economic opportunities to northeastern Nevada. The consultant will review industry and occupational growth projections for the region's clusters (micro-clusters). This analysis should compare benchmarking and reference standards.

Specific questions to answer in this phase include the following.

- What current or emerging economic clusters exist?
- Which existing or potentially new economic clusters have the greatest potential for expansion and why?
- What opportunities exist to improve economic prosperity and resiliency that will have the most enduring positive impacts?
- What broad areas of economic development have the most potential, i.e. energy, tourism, expanding entrepreneurial capacity, agriculture, home-based business, or niche industry?
- What are the competitive advantages for northeastern Nevada's economy?

Phase 3: Final Report with Recommendations and Action Plan

The consultant will develop a written report that details an action plan using information from phases 1 and 2. The plan should establish priorities based on economic impact in the region, job creation, and long-term sustainability. The action plan should identify specific implementation steps, implementation funding sources, and designated implementers. Specific and strategic recommendations are paramount in the development and presentation of the action plan. Specific questions to answer in this phase include the following.

- How will this diversify the economy beyond the region's reliance upon the mining and ranching industries?
- How will this plan develop achievable goals?
- How should these actions be prioritized, and what organizational alignment is needed for their implementation?
- In what specific areas will the plan provide a range of workforce services?
- What broad areas of economic development have the most potential?
- Based on the data and conclusions of the report, what is an effective branding concept that will best present the region, and differentiate the region to critical markets and customers?
- What specific actions can create new and significant synergy with existing economic resources and clusters?

- Are there new partnerships that should be developed to implement recommended strategies?
- Where should public and private partners concentrate human and financial capital for the greatest return on investment?
- What strategies will advance priority objectives?
- What capacity needs to be developed, and where, specifically, resources can be found to successfully implement proposed recommendations.
- What is our current business climate, and what is required to ensure future economic stability?
- How does the current focus and development efforts of a community play a role in the plan?
- What specific high leverage actions should be considered to create an economic resurgence and sustained resiliency?

Phase 3 will include a draft report, with a 30-day review period, for NNRDA and other stakeholders to work with the consultant on the newly developed action plan.

The consultant will provide a recommended methodology to monitor plan implementation efficacy, and economic development within the communities. NNRDA and other stakeholders will monitor and measure the implementation effectiveness based on the recommended methodology.

B. QUALIFICATIONS OF CANDIDATES

Provide an organizational chart showing the proposed staffing for this project by your firm or team. The firm or team manager should be clearly identified in this organizational chart. Provide the qualifications of the proposed operations and management expertise on the team as follows.

1. An overview of the firm or team including, but not limited to, time in business, number of personnel on staff, accounting personnel on staff, and administrative support personnel.
2. Provide a detailed narrative of similar projects, including goals, the approach taken to achieve goals, and the project outcome. Clearly identify proposed project team members who worked on the identified comparable projects, and their roles on those projects.
3. If submitting a proposal as a team, describe other projects the team has worked on together.
4. Related experience during the past 5 years.
5. Provide other references and marketing materials for the firm or team as you deem appropriate.
6. A current resume for the project manager, outlining experience related to managing and facilitating projects similar to this scope of work.
7. Current resumes for all of the associates, and any other sub-contractors that will participate in the project.
8. Minimum number of hours per week each individual will be dedicating specifically to this project until its completion.

9. Provide the name of the primary point of contact, and contact information.

Proposer shall not be listed on the System for Award Management in accordance with federal regulations Appendix II part 200 (H):

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

C. SUBMISSION OF PROPOSAL

Include the following sections in the proposal.

1. Narrative description that conveys the proposer’s understanding of the project’s goals, including the statement of work, and how the proposer will assist NNRDA in meeting these goals. The description should demonstrate the proposer’s unique capabilities, innovative approaches and problem-solving abilities to accomplish this project.
2. Recommended approach to achieving the goals of this scope of work, and specifically each phase of the scope of work. Please provide alternative approaches from those described in scope of work, if they better achieve the goals of this project.
3. The firm’s anticipated fee schedule with a detailed break out of fees by task, including the project ceiling or “not to exceed” amount. Include the basis for calculating this fee, including anticipated staff time, by hours, per week, devoted to this project, broken out by individual.
4. All associated reimbursable costs for providing these services, including but not limited to office space and equipment, travel and per diem.
5. Itemized list and a proposed cost, either lump sum or hour rate, for optional services that may be of benefit to this project but are not identified in the scope of work.
6. Complete written statement of qualification as requested in Section B of this RFP.
7. Describe how your firm or team will manage the project, team members, and client communications.
8. Describe current work load and the priority of this project in relation to the firm’s work load.
9. State any and all assumptions you may have for the project, and tasks the client will perform.
10. Indicate any exceptions or recommended adjustments to the requested timeline, or to the statement of work.
11. Describe communication methods and techniques for interaction with NNRDA and other team members.

12. Describe the approach to the assessment process, including the estimated required services to be provided for each phase of the project.
13. Describe the process for achieving budget and schedule adherence, and the success rate for projects listed in the Qualifications of Candidates section. This should only include projects within the last 5 years.

D. ANTICIPATED PROJECT SCHEDULE

NNRDA’s intent is to have a firm selected by April 6, 2018. The selected team or firm, and NNRDA will then work together to establish a detailed schedule for the project. The project must be completed by September 28, 2018.

Request for Proposal Issued	March 1, 2018
Teleconference – Question and Answer Session	March 16, 2018 (1:00 pm PST) [1-775-376-7442 Conf. # 1234]
Proposal and Cost Estimates submittal deadline	March 23, 2018 (1:00 pm PST)
Finalist Selection	March 30, 2018

Note: Interview and Selection dates are subject to change

E. GENERAL TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSALS

Three (3) copies of the proposal, marked “**NNRDA Comprehensive Economic Assessment Request for Proposals**” must be received no later than **1:00 P.M.**, Pacific Standard Time, on March 23, 2018 at:

NNRDA
 1500 College Parkway
 McMullen Hall, Room 103
 Elko, Nevada 89801

In addition, one (1) electronic version of the completed proposal must be included with the three (3) printed copies. Please provide the electronic version in PDF via CD or USB jump drive. CDs or USB jump drives will not be returned to the proposer.

Proposals must be received at the designated location prior to the time and date for receipt of proposals as specified. Proposers will assume full responsibility for timely delivery at the location designated for receipt of proposals. Proposals received after the time and date for receipt of proposals will be returned unopened.

All proposed fees and costs must be disclosed in the proposal. Proposals which do not adequately address all sections of the RFP will be considered non-responsive and will be excluded from consideration. Any exceptions should be duly noted in the submittal.

F. AWARD OF CONTRACT

NNRDA reserves the right to reject any or all proposals, to accept other than the lowest proposal, and to waive any informality or irregularity in any proposal received. NNRDA also reserves the right to reject the proposal if the proposer fails to submit the data required by the RFP, or if the proposal is in any way incomplete or irregular.

1. **CONTRACT NEGOTIATIONS:** NNRDA reserves the right to negotiate a contract with the selected proposer. An NNRDA purchase order results in a binding contract to purchase this material per the conditions of this RFP. NNRDA reserves the right to accept or reject any portion of the proposal package.
2. **COST OF PREPARATION:** NNRDA will not pay any costs incurred in the proposal preparation, printing or demonstration process. All costs shall be borne by the proposers.
3. **STANDARD FORMS:** Any preprinted contract forms the vendor proposes to include as part of the contract resulting from this solicitation must be submitted as part of the proposal. Any standard contract provisions not submitted as part of the proposal and subsequently presented for inclusion may be rejected. NNRDA reserves the right to accept or reject in whole, or in part, any form contract submitted by a proposer, and/or to require that amendments be made to the contract, or that an agreement drafted by NNRDA be used.
4. **COMPETITION:** Nothing contained in this RFP is intended to exclude any responsible firm, or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.
5. **AUTHORITY TO BIND FIRM IN CONTRACT:** Proposers must provide full firm name and address. Failure to manually sign proposal may disqualify it. Firm name and authorized signature must appear in the space provided on the enclosed "Signature Sheet".
6. **NO SUBMITTAL:** If you desire not to respond to this RFP, please forward your acknowledgment of "NO PROPOSAL SUBMITTED" to NNRDA. Failure to comply may be cause for removal of your company's name from the vendor list for subject commodity.

G. GENERAL TERMS AND CONDITONS

1. **INDEMNIFICATION AND HOLD HARMLESS:** The proposer who is selected as the consultant shall, at its own expense, protect, defend, indemnify, save and hold harmless NNRDA and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that NNRDA and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the consultant or its employees, servants, agents or subcontractors that may arise out of the agreement.

The consultant's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of, or reimbursed to NNRDA, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the consultant.

2. **NOTIFICATION OF IMMIGRATION COMPLIANCE REQUIREMENT:** If the proposer who is selected as the consultant has any employees or subcontractors, consultant shall comply with 8 U.S. Code § 1324a, et seq., regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, consultant certifies that it does not knowingly employ or

contract with an illegal alien who will perform work under this Contract and that consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

A. Consultant shall not:

- i) Knowingly employ or contract with an illegal alien to perform work under this Contract; or
- ii) Enter into a contract with a subcontractor that fails to certify to consultant that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

B. Consultant has confirmed the employment eligibility of all employees who are newly hired for employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or Department Program.

C. If consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, consultant shall:

- i) Notify the subcontractor and NNRDA within three days that consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- ii) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in U.S. Code § 1324a.

E. If consultant violates this provision of this Contract, NNRDA may terminate the Contract for a breach of contract. If the Contract is so terminated, consultant shall be liable for actual and consequential damages to NNRDA as required by law.

F. NNRDA will notify the Office of the Secretary of State and the U.S. Immigration and Custom Enforcement office if consultant violates this provision of this Contract and NNRDA terminates the Contract for such breach.

3. INSURANCE: The proposer who is selected as the consultant shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Nevada.

A. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Nevada.

B. Unemployment Insurance in accordance with all applicable Statutes of the State of Nevada.

- C. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) contractual liability; (B) products and completed operations; (C) Independent Consultants Coverage; (D) Broad Form General Liability Endorsement or Equivalent.
 - D. Motor Vehicle Liability Insurance, including Nevada No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
 - E. Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds". NNRDA, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
 - F. Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: NNRDA, 1500 College Parkway, McMullen Hall, Room 103, Elko, NV 89801.
 - G. Proof of Insurance - The vendor shall provide to NNRDA at the time the contracts are returned by it for execution, two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.
4. **ADVICE OF OMISSION OR MISSTATEMENT:** In the event, it is evident to a proposer responding to this RFP that NNRDA has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding proposer shall advise the NNRDA of such omission or misstatement.
 5. **NOTIFICATION OF WITHDRAWAL OF PROPOSAL:** Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer. Proposals submitted will become the property of NNRDA after the proposal submission deadline.
 6. **RIGHTS TO PERTINENT MATERIALS:** All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the proposer that are submitted as part of the proposal shall become the property of NNRDA after the proposal submission deadline.
 7. **FIRM PRICING FOR NNRDA ACCEPTANCE:** The proposal price must be firm for NNRDA acceptance for ninety (90) days from the proposal opening date.
 8. **APPLICABLE LAW AND VENUE:** Any agreement resulting from this RFP shall be construed according to the laws of the State of Nevada. NNRDA and vendors agree that the venue for any legal action under this agreement shall be in the State of Nevada. In the event that any action is brought under any agreement resulting from the RFP in Federal Court, the venue for such action shall be the Federal Judicial District of Nevada.

9. COMPLIANCE WITH THE LAW: The proposer who is selected as the consultant shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State, and Local laws, ordinances, rules, and regulations.

10. ADDITIONAL INFORMATION REQUESTED: Please indicate if your firm has been cited and/or fined within the last five (5) years by any Federal, State or Local regulatory agency. If so, please provide the following information:

- Date
- Identity of the agency issuing the citation or fine
- Description of the violation
- Final rulings of agency

H. SELECTION AND AWARD

1. SELECTION PROCEDURE: Selection may be made of one or more proposers deemed to be fully qualified, and best suited among those submitting proposals, on the basis of the factors detailed in the RFP. Negotiations may then be conducted with the selected proposers. After negotiations, NNRDA will select and award a contract to the proposer which, in its opinion, has made the best proposal most advantageous to the NNRDA.

The award of this proposal will be on a total proposal basis. The award shall be made to a single proposer.

2. BASIS FOR AWARD: Information gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by NNRDA, shall be used in the final award.

Selection will be based upon the best value. This will include an appraisal of technical knowledge, and the ability to conduct the technical work as described. Responses to this RFP will involve an evaluation of the following factors as presented in the proposer's RFP.

Points per Criteria	Criteria Description
0 – 10	Overall Qualifications of the Firm: Qualifications of the firm and qualifications of personnel who will be working on this project.
0 – 10	Past Involvement with Similar Projects: Experience
0 – 10	References: Demonstrated success of the firm in satisfactorily completing similar projects within schedule and budget constraints from the past 5 years.
0 – 10	Project Understanding and Approach Phase I: Economic Assessment. With project stakeholder’s involvement, the proposer who is selected as the consultant will identify economic resources, workforce development, and workforce pipelines and support. The consultant will also conduct research from the available business reports.
0 – 10	Project Understanding and Approach Phase I: Economic Assessment. The proposer who is selected as the consultant shall

	<p>recommend a framework for an economic assessment as part of their proposal. The consultant will analyze information on industry cluster composition (primary and support industries), demographics and wage rates, occupational and employment projections, skill sets and education, micro-clusters and regional economic linkages. This phase should include targeted public input, in addition to the project stakeholders, as well as major employers such as Barrick, Newmont, Komatsu, county school districts, NNRH, private businesses; and major non-profits that may impact the economy.</p>
0 – 10	<p>Project Understanding and Approach Phase II: Market Analysis. The proposer who is selected as the consultant, based on the economic assessment in Phase 1, will evaluate market data and conduct appropriate market analysis to determine opportunities for expanding and/or adding new economic opportunities to northeastern Nevada. The proposer who is selected as the consultant will review industry and occupational growth projections for the region’s clusters (micro-clusters). This analysis should compare benchmarking and reference standards.</p>
0 – 10	<p>Project Understanding and Approach Phase III: Final Report with Recommendations/Action Plan. The proposer who is selected as the consultant will develop a written report that incorporates a detailed action plan using the information from phases 1 and 2. The action plan will include priority ranking based on economic impact in the region, job creation, and long-term sustainability. The action plan should identify specific steps to implement the recommendations, and funding sources to pay for implementation. The action plan will be strategic and specific with the focus on diversifying beyond the region’s mining and ranching reliance.</p>
0 – 10	<p>Project Understanding and Approach Phase III: Final Report with Recommendations/Action Plan Phase 3 will include a draft report and a 30-day review time period for NNRDA and other stakeholders to work with the proposer who is selected as the consultant on the newly developed action plan.</p>
0 – 10	<p>Project Understanding and Approach Phase III: Final Report with Recommendations/Action Plan The proposer who is selected as the consultant will provide a recommended methodology to monitor the effectiveness of plan implementation, and of economic development in northeastern Nevada. NNRDA and other stakeholders will monitor and measure the implementation effectiveness based on the recommended methodology provided by the consultant.</p>
0 - 10	<p>Proposed Cost and Fee Schedule. Fees broken out by personnel, including travel and reimbursable expenses, with a project ceiling or “not to exceed” amount at their own risk.</p>

3. **NNRDA REQUESTS INTERVIEWS AFTER EVALUATION OF ABOVE CRITERIA:** NNRDA may elect to conduct interviews with a proposer's responsible employee(s) if a submitted proposal is determined to be reasonably eligible for award. The purpose of these discussions will be to clarify and ensure the proposer's full understanding of, and responsiveness to, the solicitation requirements. Proposers reasonably eligible of being selected for award shall be accorded fair and equal treatment with respect to any opportunity for discussion and revisions of proposals.

Revisions may be permitted after submission, and before award of the contract, for the purpose of obtaining best and final offers. In conducting these discussions, NNRDA may not disclose information derived from proposals submitted by competing proposers. If satisfied that only one company is deemed eligible for award, NNRDA may opt to proceed to negotiations without an interview.

4. **RIGHT TO NEGOTIATE:** After NNRDA's completion of the evaluation process, NNRDA may elect to initiate contract negotiations with one or more of the selected proposers.
5. **FAILURE TO NEGOTIATE:** If selected proposer fails to provide the information required to begin negotiations in a timely manner, or fails to negotiate in good faith, or indicates they cannot perform the contract with the budgeted funds available for the project, or if a selected proposer and NNRDA after a good faith effort, cannot come to terms, NNRDA may terminate negotiations with that proposer and commence negotiations with another proposer.
6. **NOTICE OF AWARD:** Proposers will be notified by phone or mail.
7. **CONTRACT APPROVAL:** The NNRDA Board of Directors must approve the contract resulting from this solicitation. This process typically takes four (4) weeks from the date the successful proposer is identified. NNRDA will prepare a formal contract specific to this solicitation for execution by the successful proposer.

PROPOSAL FORM

PROJECT IDENTIFICATION: **NNRDA Comprehensive Economic Assessment**

THIS PROPOSAL IS SUBMITTED TO:

Sheldon Mudd, Executive Director
NNRDA
1500 College Parkway
McMullen Hall, room 103
Elko, Nevada 89801

- 1) The undersigned PROPOSER proposes and agrees, if this proposal is accepted, to enter into an Agreement with NNRDA in the form included in the Contract Documents to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this proposal and in accordance with the Contract Documents.
- 2) PROPOSER accepts the terms and conditions of the Instructions to proposers, including without limitation those dealing with the disposition of proposal security. This proposal will remain open for thirty (30) days after the day of proposal opening. PROPOSER will sign the Agreement and other documents required by the Contract Documents within fifteen (15) days after the date of NNRDA's Notice of Award.
- 3) In submitting this proposal, PROPOSER represents, as more fully set forth in the Agreement, that:
 - a) PROPOSER has examined the site and locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress, or performance of the work, and has made such independent investigations as PROPOSER deems necessary;
 - b) This proposal is genuine, and not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; PROPOSER has not, directly or indirectly, induced nor solicited any other proposer to submit a false or sham proposal; PROPOSER has not solicited nor induced any person, firm, or corporation to refrain from proposing; and PROPOSER has not sought by collusion to obtain for himself any advantage over any other proposer or over NNRDA.

Proposers are to submit written proposals which present their qualifications, references, and understanding of the work performed. The proposal should be prepared simply, and economically, and should provide all the information which it considers pertinent to its qualifications for the project and which respond to the information listed herein. Emphasis should be placed on completeness of services offered and clarity of content.

Please submit the following:

- Responses related to section **B THE CANDIDATES QUALIFICATIONS**
- Responses related to section **C PROPOSAL SUBMITTAL**
- Signature Sheet
- Supplement to Insurance Certificate, attached.

SIGNATURE SHEET

(Please type or print clearly in ink only)

Request for Proposals - NNRDA Comprehensive Economic Assessment

***TO BE COMPLETED BY PROPOSER AND SUBMITTED WITH PROPOSAL ***

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in the **RFP - NNRDA Comprehensive Economic Assessment** except as noted herein. My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm:

Order from Address:

Remit to Address:

Fed ID No.:

Signature: _____

Name (type/print): _____

Title: _____

Telephone:(_____)_____ Fax : (_____)_____

Date: _____

INSURANCE REQUIREMENTS

(Applicable to the Proposer who is selected as the Consultant)

CONSULTANT'S LIABILITY INSURANCE: The consultant shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the consultant's operations under the Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under Workers Compensation, disability benefits, and other similar employee benefit acts;
2. Claims under Unemployment Insurance; and
3. Claims for damage because of bodily injury, occupational sickness, disease, or death of his employees, and claims insured by usual personal injury liability coverage; and
4. Claims for damage because of bodily injury, sickness or disease, or death of any person other than his employees, and claims insured by usual personal injury liability coverage; and
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

Insurance covering claims for damages to persons or property required by the preceding paragraph shall be in the following amounts:

Bodily Injury Liability	Each Person:	\$1,000,000
	Each Accident:	
	Or Occurrence:	\$1,000,000
Property Damage Liability:	Each Accident	
	Or Occurrence:	\$1,000,000
	Aggregate:	\$1,000,000

And shall be furnished in types specified, as follows:

1. Consultant's Liability Insurance issued to and covering the liability for damage imposed by law upon the consultant and each subcontractor with respect to all work performed by them under the Agreement.
2. Consultant's Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the consultant with respect to all work under the Agreement performed for the consultant by subcontractors.
3. Completed Operations Liability Insurance issued to and covering the liability for damages imposed by law upon the consultant and each subcontractor arising between the date of final cessation of the work and the date of final acceptance thereof out of that part of the work performed by each.
4. Comprehensive Automobile Insurance shall be carried in the amount of \$1,000,000 for bodily injury and \$1,000,000 for property damage, each occurrence. All liability and property damage insurance

required hereunder shall be Comprehensive General and Automobile Bodily Injury and Property Damage form of policy.

5. The consultant shall in addition, in the amounts required under the above, obtain protective Liability Insurance issued to and covering the liability for damages imposed by law upon NNRDA with respect to all operations under the Agreement by the consultant or his subcontractors.

COMPREHENSIVE RISK POLICY OPTION: In lieu of the several policies specified for consultant's Liability Insurance, a comprehensive liability and property damage insurance policy inclusive of all the insurance's and requirements hereinafter set forth, with an umbrella covering of \$1,000,000, subject to the approval of NNRDA, will be permissible.

SUBCONTRACTOR'S INSURANCE: Before permitting any of his subcontractors to perform any work under this contract, consultant shall either (1) require each of his subcontractors to procure and maintain, during the life of his subcontracts, Subcontractor's Public Liability and Property Damage Insurance of the types and in amounts as may be applicable to his work, which types and amounts shall be subject to the approval of NNRDA, or (2) insure the activities of his subcontractors in his own policy.

CERTIFICATES OF INSURANCE: Certificates of Insurance acceptable to NNRDA shall be filed with NNRDA before commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least thirty (30) days' written notice has been given NNRDA. Consultant shall not permit any of his subcontractors to start work until all required insurance has been obtained and certificates with the proper endorsements have been filed with the consultant.

Failure of the consultant to comply with the foregoing insurance requirements shall in no way waive NNRDA's rights hereunder.

Consultant further agrees that all such policies shall be endorsed to name NNRDA, its Affiliates, Project Manager, Representatives and Employees as additional insureds and such insurance shall be by insurers and for policy limits acceptable to NNRDA.

OWNER'S LIABILITY INSURANCE: NNRDA, at its option, may purchase and maintain such liability insurance as will protect NNRDA against claims which may arise from operations under this Contract. Purchasing and maintaining such insurance, however, will not relieve the consultant from purchasing and maintaining the insurance herein before specified.