REGIONAL DEVELOPMENT AUTHORITY DESIGNATION

Proposed

Las Vegas Global Economic Alliance (LVGEA) - $3,100,000
   Territory: Clark County

Economic Development Authority of Western Nevada (EDAWN) - $1,200,000
   Territory: Washoe and Upper Storey (I-80 Corridor) Counties

Northern Nevada Development Authority (NNDA) - $470,000
   Territory: Carson City, Lower Storey, Lyon and Douglas Counties

Northeastern Nevada Regional Development Authority (NNRDA) - $430,000
   Territory: Elko, Eureka, Humboldt, Lander and White Pine Counties

Highway 95 Regional Development Authority - $300,000
   Territory: Pershing, Churchill and Mineral Counties

Nye County Regional Economic Development Authority (NCREDA) - $160,000
   Territory: Nye County

Lincoln County Regional Development Authority (LCRDA) - $110,000
   Territory: Lincoln County

Not Represented: Esmeralda County by Choice
CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting By and Through Its

Nevada Governor’s Office of Economic Development
808 W. Nye Lane
Carson City, Nevada 89703
Telephone: 775-687-9900 · Facsimile: 775-687-9924

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF CONTRACTING AGENCY)

and

(NAME, CONTACT PERSON, ADDRESS, PHONE, FACSIMILE NUMBER OF INDEPENDENT CONTRACTOR)

1. DEFINITIONS. “State” means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. “Independent Contractor” means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. “Fiscal Year” is defined as the period beginning July 1 and ending June 30 of the following year. “Current State Employee” means a person who is an employee of an agency of the State. “Former State Employee” means a person who was an employee of any agency of the State at any time within the preceding 24 months.

2. CONTRACT TERM. This Contract shall be effective from July 1, 2017 to TBD, unless sooner terminated by either party as specified in paragraph ten (10).

3. NOTICE. Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of termination for default, or notice of termination without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

4. INCORPORATED DOCUMENTS. The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: GOED SOLICITATION - RFP #17-10;
ATTACHMENT BB: INSURANCE SCHEDULE: and
ATTACHMENT CC: CONTRACTOR’S RESPONSE

A Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

5. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost of $TBD per quarter (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: Upon receipt of required quarterly reports, not to exceed $TBD. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.
6. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract and are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

7. BILLING SUBMISSION: TIMELINESS. The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed one hundred dollars ($100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

8. INSPECTION & AUDIT.
   a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
   b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.
   c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

9. CONTRACT TERMINATION.
   a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.
   b. State Termination for Non-appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
   c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
      i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
      ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
      iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
      iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
      v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
      vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
   d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within fifteen (15) calendar days of
receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;

iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph twenty-one (21).

10. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include, without limitation, one hundred and twenty-five dollars ($125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that the Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

11. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the contract maximum "not to exceed" value. Contractor’s tort liability shall not be limited.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION. To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State 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 and agents.

14. INDEPENDENT CONTRACTOR. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:
1. Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?  

2. Will the Contracting Agency be providing training to the independent contractor?  

3. Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?  

4. Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?  

5. Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?  

6. Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?  

7. Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?

15. INSURANCE SCHEDULE. Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in Attachment BB, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:
1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and  
2) The State has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State’s approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

**Insurance Coverage:** The Contractor shall, at the Contractor’s sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in Attachment BB, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:
1. Final acceptance by the State of the completion of this Contract; or  
2. Such time as the insurance is no longer required by the State under the terms of this Contract;  
Whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor’s insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.
General Requirements:

a. **Additional Insured:** By endorsement to Contractor’s general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.

b. **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307, for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.

c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

d. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars ($50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.

e. **Policy Cancellation:** Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract.

f. **Approved Insurer:** Each insurance policy shall be:
   1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
   2. Currently rated by A.M. Best as “A-VII” or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

1) **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized insurer to bind coverage on its behalf. The state project/contract number; description and contract effective dates shall be noted on the certificate, and upon renewal of the policies listed Contractor shall furnish the State with replacement certificates as described within Insurance Coverage, section noted above.

   Mail all required insurance documents to the State Contracting Agency identified on page one of the contract.

2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements subsection a above.

3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor’s full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

16. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.
17. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

18. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract 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 this Contract unenforceable.

19. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the State.

20. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

21. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

22. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

23. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract:
   a. Contractor certifies, by signing this Contract, 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. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
   c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
24. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
   a. Any federal, state, county or local agency, legislature, commission, counsel or board;
   b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
   c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

25. WARRANTIES.
   a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
   b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State.

26. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the GOED Board and signed by the respective parties hereto and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

27. NOTIFICATION OF UTILIZATION OF CURRENT OR FORMER STATE EMPLOYEES. Contractor has disclosed to the State all persons that the Contractor will utilize to perform services under this Contract who are Current State Employees or Former State Employees. Contractor will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this contract without first notifying the Contracting Agency of the identity of such persons and the services that each such person will perform, and receiving from the Contracting Agency approval for the use of such persons.

28. ASSIGNMENT OF ANTITRUST CLAIMS. Contractor irrevocably assigns to the State any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state of Nevada or federal antitrust laws in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the State’s option, the right to control any such litigation on such claim for relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's obligations under this Contract to irrevocably assign to the State, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state of Nevada or federal antitrust laws in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Contract, including, at the State’s option, the right to control any such litigation on such claim or relief or cause of action.

29. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

30. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General.
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature     Date

Signature     Date

Steven D. Hill     Date

Approved as to form by:

Deputy Attorney General for Attorney General     On     (Date)
ATTACHMENT AA
GOED SOLICITATION - RFP # 17-10

The RFP document will be inserted with contract development and finalization.
ATTACHMENT BB
INSURANCE SCHEDULE

Insurance requirements will be determined based on the entity type of the Contractor and the specifics will be provided at the time of contract negotiation. However, for entities that are required to have insurance coverage for this contract, sample insurance language is provided below.

**INSURANCE REQUIREMENTS:**
Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

   **Minimum Requirements:**
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: “The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations”.

2. **Automobile Liability**
   Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

   Combined Single Limit (CSL) $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.

3. **Worker's Compensation and Employers' Liability**
   - Workers' Compensation Statutory
   - Employers' Liability

Page BB-1
Each Accident $100,000
Disease – Each Employee $100,000
Disease – Policy Limit $500,000

a. Policy shall contain a waiver of subrogation against the State.

b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Builders' Risk Insurance or Installation Floater
In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

a. The State of Nevada, Governor’s Office of Economic Development, the Contractor and subcontractors, shall be Insureds on the policy.

b. Coverage shall be written on an all risk, replacement cost basis and shall include coverage for soft costs, flood and earth movement.

c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Nevada, has an insurable interest in the property required to be covered.

d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State.

e. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.

f. Policy shall contain a waiver of subrogation against the State of Nevada.

g. Contractor is responsible for the payment of all policy deductibles.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada, Governor’s Office of Economic Development is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. NOTICE OF CANCELLATION: Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to the Governor’s Office of Economic Development, Business Office, 808 W. Nye Lane, Carson City, Nevada 89703. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an “A.M. Best” rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Governor’s Office of Economic Development, Business Office, 808 W. Nye Lane, Carson City, Nevada 89703. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors’ certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the State Risk Management Division or the Attorney General’s Office, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

<table>
<thead>
<tr>
<th>Independent Contractor’s Signature</th>
<th>Date</th>
<th>Title</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Signature – State of Nevada</th>
<th>Date</th>
<th>Title</th>
</tr>
</thead>
</table>
ATTACHMENT CC
CONTRACTOR’S RESPONSE

This section will be updated with each Contractor’s Response with contract development and finalization.

For informational purposes only. Provided below is the Scope of Work contained in the RFP that required a response from each applicant:

Responses to this RFP must:

1. Identify the target region to be served. Name the county/counties, city or cities; describe the population, key demographics and the region’s top two or three economic drivers. Supporting documentation from local government supporting this designation is encouraged.

2. Identify and describe a basic plan for creating jobs in the region served that is linked to the State Plan for Economic Development. Such a plan must identify strategies and goals for:
   - The creation and development of new businesses;
   - The retention and expansion of existing Nevada companies; and
   - The attraction and relocation or expansion of companies from outside our state.
   Such a plan may include strategies and goals for:
   - Development of key industry sectors
   - Retention and expansion of existing Nevada businesses
   - Workforce development
   - Rural and community economic development
   - Entrepreneurial and startup development

3. Briefly identify and describe two-year goals consistent with the plan for economic development which, at a minimum, must include:
   - The creation and development of new businesses;
   - The retention and expansion of existing Nevada companies; and
   - The attraction and relocation or expansion of companies from outside our state.

4. Identify and describe a plan to work regularly with and unify regional local governmental leadership and economic development staff, workforce development and other key organizations.

5. Describe your organization’s track record in economic development, and briefly describe your organizational capacity necessary to carry out the plan for economic development.
THE NEVADA GOVERNOR’S OFFICE OF ECONOMIC DEVELOPMENT

2017 RFP for ECONOMIC DEVELOPMENT SERVICES

PROPOSAL HIGHLIGHTS
Las Vegas Global Economic Alliance (LVGEA)
Nevada Governor’s Office of Economic Development
Request For Proposal No. 17-10
For

ECONOMIC DEVELOPMENT SERVICES

Release Date: May 2, 2017
Deadline for Submission and Opening Date and Time: May 12, 2017 at 10:00 am

For additional information, please contact:
Steve Woodbury, Administrative Services Officer
swoodbury@diversifynevada.com
Phone: (775) 687-9900
TTY for the Hearing Impaired: 1-800-326-6868.
Ask the relay agent to dial 7-775-687-9900/V.

Company Name: Las Vegas Global Economic Alliance     Contact Person: Jonas R. Peterson

Address: 6720 Via Austi Parkway, Suite 330     City: Las Vegas     State: NV     Zip: 89119

Telephone: (702) 791-0000     Fax: N/A

E-Mail Address: JonasP@LVGEA.org

I have read, understand, and agree to all terms and conditions herein. Date: 5-11-17

Signed

Print Name & Title Jonas Peterson - President & CEO

Economic Development Services     RFP No. 17-10
Section 2a.

Target region: Southern Nevada
Cities: Las Vegas, Henderson, Boulder City, Mesquite, North Las Vegas
Counties: Clark County

Please see attached letters of support from our municipal partners; Exhibit A.

Exhibit Directory:
- Letters of Support from Municipal & Government Partners (Exhibit A)
- Comprehensive Economic Development Strategy (CEDS) (Exhibit B)
- Southern Nevada Business Resource Guide (Exhibit C)
- Target Industry Validation Study (Exhibit D)
- Entrepreneurship Ecosystem Map (Exhibit E)
- Action Plan (Exhibit F)
- Two-year Key Performance Metrics (Exhibit G)
- BizCONNECT Program Guidelines (Exhibit H)
- Familiarization Tour and Lead Generation Calendar (Exhibit I)
- Resumes for key staff of the Las Vegas Global Economic Alliance (Exhibit J)

Section 2b.

The mission of the Las Vegas Global Economic Alliance (LVGEA) is to grow the economy in Southern Nevada through connectivity, community development and aggressive business recruitment, retention, and outreach. Through these efforts, the LVGEA helps the residents of Southern Nevada thrive in a global economy that is more prosperous, diverse, and regionally connected.

Central to the LVGEA’s plan for creating jobs in the region is the U.S. Economic Development Administration-approved strategy for Southern Nevada economic development. In the fall of 2012, the LVGEA, the Governor’s Office of Economic Development (GOED) and more than 300 community stakeholders from all over the region began work on a Comprehensive Economic Development Strategy (CEDS) which was accepted by the U.S. Economic Development Administration in September of 2013 and updated in November of 2016 (Exhibit B).

Over the past five years, Southern Nevada has become an emerging startup hub. To further those efforts, the LVGEA created the Southern Nevada Business Resource Guide (Exhibit C) that provides resources for startups, developed an Entrepreneurship Ecosystem Map (Exhibit D) in conjunction with the University of Nevada, Las Vegas (UNLV) and serves on Lieutenant Governor Mark Hutchison’s task force on Entrepreneurship. Additionally, the LVGEA reached agreements with UNLV’s Small Business Development Center and Nevada Industry Excellence to deliver coordinated business development services.
Building further on the 2016 CEDS planning process, in late 2016 the LVGEA conducted a Target Industry Validation Study (Exhibit E) focused on assessing the findings of the region’s current target industries outlined in CEDS; considering other relevant data inputs in determining how statewide target industries align with Southern Nevada’s regional strengths and opportunities; and determining how the region’s target industries should be prioritized. The study also built upon the work of the Unify/Regionalize/Diversify: An Economic Development Agenda for Nevada report from 2011, led by Brookings Mountain West and the Governor’s Office of Economic Development and focuses on the target industries capable of maintaining success while accelerating growth over the next five years.

As a roadmap to enact its goals, the LVGEA developed a two-year Action Plan (Exhibit F) with business attraction at the forefront. Along with stakeholders such as GOED, the LVGEA has steadily increased job creation metrics and bolstered business attraction with targeted outreach through lead generation missions. Business development efforts include direct company outreach, international outreach, and familiarization tours that host national site selectors to help them learn and experience the Southern Nevada market. In 2017, the LVGEA will lead or participate in seven domestic and two international lead generation missions to the United Kingdom and South America in collaboration with GOED. In addition to proactive out-of-market lead generation, the LVGEA also hosts national site-selector consultants twice a year to which the response has been both positive and effective. The November 2016 familiarization tour (FAM Tour) brought regional partners together to highlight community assets, resulting in the direct return on investment to region. For example, because of the 2016 FAM Tour, TeleTech, a back-office operations company, will relocate to Southern Nevada and occupy 38,000 square feet of office space, create 550 jobs, and bring a total capital investment of $1.7 million dollars to the region. While TeleTech resulted in an almost immediate impact for the area, the FAM Tour has also increased inquires and active projects in the LVGEA’s business development pipeline, with a new project currently in negotiations to occupy 90,000 square feet and created a minimum of 500 new jobs as a direct result of the event. With ongoing support from partners and two FAM Tours scheduled for 2017, the LVGEA is anticipating a continued increase in the number of attracted companies, jobs, and investment to the region because of increased site selector engagement.

Section 2c.

Outlined in its Action Plan, LVGEA’s 2017 goals and Key Performance Metrics (Exhibit G) provide a target of attracting 25 new businesses while expanding 10 in the region. So far in 2017, the LVGEA is well on its way to reaching its annual goal of adding 2,300 new jobs to Southern Nevada and one-year projected economic impact of $300 million dollars.

The LVGEA believes that economic development is a team sport and works diligently with GOED and various Southern Nevada economic development partners to align business attraction and retention strategies in the region. In that effort, the LVGEA facilitates lead generation missions with partners such as GOED and local municipalities to execute targeted meeting with companies considering Southern Nevada as a location for expansion. To refine actionable data on hand, the LVGEA surveys its immediate market and beyond to
identify best practices, target emerging industries, and provide economic forecasting. The LVGEA is confident that its goals for the next two-years will match or exceed those set for 2017 and has seen a consistent upward trajectory in performance metrics leading to further stabilization and diversification the Southern Nevada economy.

**Q1 2017 BUSINESS ATTRACTION & EXPANSION PROGRESS**

<table>
<thead>
<tr>
<th>Project Code Name</th>
<th>Business Sector</th>
<th>Total Jobs Created</th>
<th>Total New Annual Payroll</th>
<th>Average Wage</th>
<th>CAPX Value</th>
<th>Economic Impact 1yr</th>
<th>Economic Impact 5yr</th>
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<tbody>
<tr>
<td>Stixis</td>
<td>Tech</td>
<td>415</td>
<td>$25,360,816</td>
<td>$29.38</td>
<td>$1,019,200</td>
<td>$45,314,339</td>
<td>$811,545,532</td>
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<tr>
<td>Mopro</td>
<td>Tech</td>
<td>524</td>
<td>$32,021,850</td>
<td>$29.38</td>
<td>$496,300</td>
<td>$34,572,155</td>
<td>$332,849,312</td>
</tr>
<tr>
<td>Moen</td>
<td>Dist</td>
<td>22</td>
<td>$898,269</td>
<td>$19.63</td>
<td>$6,500,000</td>
<td>$1,938,839</td>
<td>$13,342,658</td>
</tr>
<tr>
<td>Sunshine Minting</td>
<td>Mfg</td>
<td>270</td>
<td>$10,642,320</td>
<td>$18.95</td>
<td>$5,485,000</td>
<td>$46,825,100</td>
<td>$272,961,987</td>
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<tr>
<td>Astound</td>
<td>Mfg</td>
<td>54</td>
<td>$3,004,560</td>
<td>$26.75</td>
<td>$1,815,000</td>
<td>$5,740,554</td>
<td>$52,319,453</td>
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<tr>
<td>Teletech</td>
<td>BPO</td>
<td>550</td>
<td>$13,442,000</td>
<td>$11.75</td>
<td>$1,725,217</td>
<td>$35,794,821</td>
<td>$213,874,055</td>
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<tr>
<td>6</td>
<td>1835</td>
<td>$22.37</td>
<td>$85,369,814.40</td>
<td>$17,040,717</td>
<td>$170,185,808</td>
<td>$1,696,892,997</td>
<td></td>
</tr>
</tbody>
</table>

**Section 2d.**

Over the past few years, the LVGEA has developed a framework that will drive community and economic development for years to come. As the LVGEA has sought ways to broaden partnerships and establish new connections to regional partners, it has concerted efforts on fostering unanimity of mission toward the development of an aggressive business recruitment, expansion and retention strategy. Included below are examples of LVGEA’s efforts to facilitate open communication and coordinate efforts with community partners at every level.

**Elected officials who sit on the LVGEA Board of Directors**

<table>
<thead>
<tr>
<th>Elected Officials</th>
<th>City/Position/Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAROLYN GOODMAN</td>
<td>Mayor City of Las Vegas</td>
</tr>
<tr>
<td>JOHN J. LEE</td>
<td>Mayor City of North Las Vegas</td>
</tr>
<tr>
<td>DAN H. STEWART</td>
<td>Councilman – Ward IV City of Henderson</td>
</tr>
<tr>
<td>RICH GREEN</td>
<td>Councilman City of Mesquite</td>
</tr>
<tr>
<td>Betsy Fretwell</td>
<td>City Manager City of Las Vegas</td>
</tr>
<tr>
<td>Cam Walker</td>
<td>Mayor Pro Tem City of Boulder City</td>
</tr>
<tr>
<td>Yolanda King</td>
<td>County Manager/CEO County of Clark</td>
</tr>
<tr>
<td>Susan Brager</td>
<td>Clark County Commissioner District F, County of Clark</td>
</tr>
</tbody>
</table>
The LVGEA convenes a Council of Chambers to help increase collaboration and build consensus around high-level priorities affecting the business community in the region. The council meets on a bimonthly basis to share information regarding new events, policy matters affecting the business community at large, and issues tied to economic development. The group aims to be more engaged in fostering regional consensus by working to align their various networks.

Members of the Council of Chambers include:

<table>
<thead>
<tr>
<th>Asian Chamber of Commerce</th>
<th>Boulder City Chamber of Commerce</th>
<th>Henderson Chamber of Commerce</th>
<th>Latin Chamber of Commerce</th>
</tr>
</thead>
<tbody>
<tr>
<td>Las Vegas Metro Chamber of Commerce</td>
<td>Laughlin Chamber of Commerce</td>
<td>Mesquite Chamber of Commerce</td>
<td>Urban Chamber of Commerce</td>
</tr>
</tbody>
</table>

The LVGEA partners with numerous organizations to foster and facilitate economic growth and vitality in Southern Nevada. As an extension of those efforts, the LVGEA convenes an Economic Development Advisory Group (EDAG) and regularly coordinates projects and resources with other entities that enhance economic development in Southern Nevada.

EDAG’s monthly meetings provide opportunities for partners to share information which allow the LVGEA to identify market trends, anticipate upcoming challenges, and better coordinate marketing Southern Nevada as a globally competitive destination to do business.
**LVGEA Hosts In-Region Familiarization Tours:**

As a part of our ongoing efforts to increase connectivity, the LVGEA host localized In-Region Familiarization Tours, providing firsthand presentations of the regional assets available in every jurisdiction for business development. The tours provide municipalities with opportunities to share best practices, highlight their communities to economic development professionals from the LVGEA, and increase communication and awareness of regional business attraction and expansion opportunities.

Through a series of focused roundtable discussions, the tours bring together community and economic development leaders as well as elected officials to share their insights on infrastructure, economic incentives, workforce development, and barriers to growth. Finally, driving tours of municipality assets such as industrial parks, available commercial and industrial space and quality of life amenities, enhance the community’s collective knowledge of Southern Nevada’s unparalleled amenities and services.

### In-Region Familiarization (FAM) Tour Activity 2016 & 2017 YTD

<table>
<thead>
<tr>
<th>August 2016 - Mesquite</th>
<th>December 2016 - Laughlin</th>
<th>March 2017 - Henderson</th>
<th>April 2017 - Boulder City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hosted By:</td>
<td>Hosted By:</td>
<td>Hosted By:</td>
<td>Hosted By:</td>
</tr>
<tr>
<td>George Gualt</td>
<td>Terry Yurick</td>
<td>Barbara Coffee</td>
<td>Mike Majewski</td>
</tr>
<tr>
<td>Chairman, Mesquite</td>
<td>Board Member, Laughlin</td>
<td>Director of Economic</td>
<td>Economic Development,</td>
</tr>
<tr>
<td>Regional Business, Inc.</td>
<td>Economic Development</td>
<td>Development, City of</td>
<td>Boulder City</td>
</tr>
<tr>
<td></td>
<td>Corporation</td>
<td>Henderson</td>
<td></td>
</tr>
</tbody>
</table>

**In-region FAM tour attendees include representatives from:**

- GOED
- City of Las Vegas
- City of North Las Vegas
- Clark County
- LVGEA
- Mesquite Regional Business
- Nevada Industry Excellence
- Nexus 30 Properties
- NV Energy
- UNLV Small Business Development Center

**Section 2e.**

The Las Vegas Global Economic Alliance (LVGEA), previously known as the Nevada Development Authority, has continued to diversify and improve the economy in Southern Nevada for over 60 years. Throughout its various iterations, the organization has embodied a mission that wedded diversification and infrastructure planning with the overall goal of facilitating economic growth in Southern Nevada. Since rebranding and broadening its mission in 2013, the LVGEA has worked to harness the collective creativity of region by linking its
strategic initiatives directly to the Governor’s Office of Economic Development state plan for economic development to create a New Nevada. In conjunction with GOED, in just the last five years, the LVGEA’s efforts have helped to produce about 18,000 new jobs and create an economic impact of over $11 billion since 2012.

But beyond the numbers, the LVGEA has also helped to reshape community buy-in and participation in economic development in Southern Nevada. The staff of the LVGEA has nearly doubled organizational capacity since 2012 and growing. And since the publishing of region’s first Comprehensive Economic Development Strategy in 2012, Southern Nevada has continued to move up national rankings, benefit from a cohesive guiding framework all of which contributed to Nevada recently being named #1 in the United States for job creation by Gallup.

In its role as the Regional Development Authority for Southern Nevada, the LVGEA also produces events centered around data, analysis, forecasting, and showcasing economic development in the region. Through events like the Las Vegas Perspective and its Annual Dinner, the LVGEA can showcase wins in economic development and frequently bring together crowds of more than 500 community, business and education leaders. Another key service provision of the LVGEA is research. With information acting as the currency of economic development, the LVGEA launched a Research Center to its capacity in 2016 to provide in-house data for the businesses community and national site selectors. Since its launch, the Research Center has released reports on available parcels of land in the region, the key to unlocking the potential of the Apex Industrial Park, and a Workforce Report Card that outlines a holistic approach to how Southern Nevada can bring in, develop and retain local talent. Building more capacity, in the fall of 2016, the LVGEA launched a comprehensive Data Portal with advanced regional mapping tools and thousands of economic indicators and data points updated in real-time with information that can be targeted to provide comparative data on markets and other community assets.

Moving forward, the LVGEA will continue to cultivate and deepen its connections to better align Nevada’s broader economic development community. Since 2015, the LVGEA has provided marketing and communications services for WaterStart, a GOED Knowledge Fund Imitative based in the Desert Research Institute. More recently, the LVGEA conducted a lead identification trip with other Regional Development Authorities in the state. With this shared vision, the LVGEA seeks to continue to align its strategic plans, activities and goals with GOED for the betterment of all of Nevada.
Economic Development Authority of Western Nevada (EDAWN)
Nevada Governor’s Office of Economic Development
Request For Proposal No. 17-10
For

ECONOMIC DEVELOPMENT SERVICES

Release Date: May 2, 2017
Deadline for Submission and Opening Date and Time: May 12, 2017 at 10:00 am

For additional information, please contact:
Steve Woodbury, Administrative Services Officer
swoodbury@diversifynevada.com
Phone: (775) 687-9900
TTY for the Hearing Impaired: 1-800-326-6868.
Ask the relay agent to dial 7-775-687-9900/V.

Company Name Economic Development Authority of Western Nevada
Contact Person: Mike Kazmierski
Address: 5190 Neil Rd, Suite 110 City: Reno State: Nevada Zip: 89502
Telephone (775) 829-3711 Fax (775) 829-3710
E-Mail Address: Kazmierski@edawn.org

I have read, understand, and agree to all terms and conditions herein. Date: May 12, 2017
Signed __________________________ Print Name & Title Michael J. Kazmierski
EDAWN President/CEO

Economic Development Services RFP No. 17-10
Selected RDAs will be required to timely present a strategy for the economic development and diversification of the designated region which aligns with the State Plan for Excellence in Economic Development published by GOED.

Additionally, the items should align where possible with a RDA’s submission to the state plan and its subsequent updates.

2. **SCOPE OF WORK (RFP Section 3)**

Responses to this RFP need not address every item within the State Plan, but must be based on objectives, strategies and actions that can reasonably be accomplished over the term of the contract.

a. Identify the target region to be served. Name the county/counties, city or cities; describe the population, key demographics and the region’s top two or three economic drivers. Supporting documentation from local government supporting this designation is encouraged. (3.1)

**EDAWN’ service area consists of City of Reno, City of Sparks, City of Fernley, Washoe and Storey County /I80 Corridor.**

Please see attached Smarter Regions Recommendation – designates EDAWN to represent on regional economic development face to the outside world.

Please find attached list of Greater Reno-Sparks Strategic Planning outreach and collaboration contributors

Please find attached Reno-Sparks Economic Development Objectives as outlined in Reno-Sparks Economic Development Strategic Plan

Please find attached Attraction Target Industries

b. Identify and describe a basic plan for creating jobs in the region served that is linked to the State Plan for Economic Development. (3.2)

**See Attached**

Such a plan must identify strategies and goals for:

- The creation and development of new businesses;
- The retention and expansion of existing Nevada companies; and
- The attraction and relocation or expansion of companies from outside our state.

Such a plan may include strategies and goals for:

- Development of key industry sectors
- Retention and expansion of existing Nevada businesses
• Workforce development
• Rural and community economic development
• Entrepreneurial and startup development
See attached

c. Briefly identify and describe two-year goals consistent with the plan for economic development which, at a minimum, must include:
• The creation and development of new businesses;
• The retention and expansion of existing Nevada companies; and
• The attraction and relocation or expansion of companies from outside our state. (3.3)
See Attached

d. Identify and describe a plan to work regularly with and unify regional local governmental leadership and economic development staff, workforce development and other key organizations. (3.5)
See Attached

e. Describe your organization’s track record in economic development, and briefly describe your organizational capacity necessary to carry out the plan for economic development.

Please Find EDAWN Organizational Chart and Resumes of Key Staff attached

3. COMPANY BACKGROUND AND REFERENCES (RFP Section 4)

Responses to this RFP should briefly address each of the following:

a. Organization type/structure (government, nonprofit, etc). (4.1.1)

EDAWN is a 501c6 Private Public not for Profit Organization

b. Organization background/history and why vendor is qualified to provide the services described in this RFP. (4.1.7)

Please see attachment

c. Length of time applicant has been providing services described in this RFP to the public and/or private sector. Please provide a brief description. (4.1.8)

EDAWN has been operating since 1983, thirty-four years.
Northern Nevada Development Authority (NNDA)
Nevada Governor's Office of Economic Development

Request For Proposal No. 17-10
For

ECONOMIC DEVELOPMENT SERVICES

Release Date: May 2, 2017
Deadline for Submission and Opening Date and Time: May 12, 2017 at 10:00 am

For additional information, please contact:
Steve Woodbury, Administrative Services Officer
swoodbury@diversifynevada.com
Phone: (775) 687-9900
TTY for the Hearing Impaired: 1-800-326-6868.
Ask the relay agent to dial 7-775-687-9900/V.

Company Name Northern Nevada Development Authority Contact Person Robert Hooper

Address 704 W. Nye Lane, Suite 201 City Carson City State NV Zip 89703

Telephone (775) 883-4413 Fax ( )

E-Mail Address: rhooper@nnda.org & ewheeler@nnda.org

I have read, understand, and agree to all terms and conditions herein. Date: 5/11/17

Signed ___________________ Print Name & Title Robert Hooper, Executive Director
A Request for Proposals process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency’s stated problem or need, as specified below. Vendors may take exception to any section of the RFP. Exceptions should be clearly stated in Attachment A (Certification of Indemnification and Compliance with Terms and Conditions of RFP) and will be considered during the evaluation process. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State NRS §333.350(1).

1. **OVERVIEW OF PROJECT**

The Governor’s Office of Economic Development (GOED) is charged by the Nevada legislature, pursuant to [NRS 231](https://legislature.nv.gov/BillSummary.aspx?BillNumber=231&Year=2019), with the following responsibilities to, in part:

1. Promote, aid or encourage economic development in this State or a locality or region of this State.
2. Coordinate and oversee all economic development programs in this State to ensure that such programs are consistent with the [State Plan for Economic Development](https://www.nv.gov/government/state-plan-economic-development).
3. Support the efforts of the Board, the regional development authorities designated by the Executive Director pursuant to subsection 4 of [NRS 231.053](https://legislature.nv.gov/BillSummary.aspx?BillNumber=231.053&Year=2019) and the private sector to encourage the creation and expansion of businesses in Nevada and the relocation of businesses to Nevada.

Economic development refers broadly to the activities and policies that improve the economic well-being of a region or state. These activities and policies include, without limitation, job creation, job retention, tax base enhancements, business retentions and expansion, technology transfer, the diversification of the economy, the development and support of entrepreneurs, the development and support of business leaders, and the education and training of the workforce.

To accomplish this charge, GOED seeks to designate and contract interested organizations as Regional Development Authorities (RDA) to provide services to aid, promote, and encourage economic development of Nevada. Such contracts are for administrative and operating purposes, including, but not limited to, recruiting, disseminating program information, marketing, grant writing, accounting services, legal services, travel and training.

A "[Regional Development Authority](https://www.nv.gov/government/regional-development-authority)" is defined by [Nevada Revised Statutes](https://legislature.nv.gov/BillSummary.aspx?BillNumber=NRS%20231&Year=2019) (NRS) 231.009 as an organization for economic development that is designated by the Executive Director of GOED and is:

- A local governmental entity;
- Two or more local governmental entities,
- A private nonprofit entity, or
- Any combination thereof.

A qualified vendor who responds to this Request for Proposal (RFP) may be designated as an RDA by the Executive Director of GOED, in consultation with the Board of Economic Development. Such designation will expire on June 30, 2019 unless terminated by GOED prior to that date or extended beyond that date.
Selected RDAs will be required to timely present a strategy for the economic development and diversification of the designated region which aligns with the State Plan for Excellence in Economic Development published by GOED.

Additionally, the items should align where possible with a RDA’s submission to the state plan and its subsequent updates.

2. SCOPE OF WORK (RFP Section 3)

Responses to this RFP need not address every item within the State Plan, but must be based on objectives, strategies and actions that can reasonably be accomplished over the term of the contract.

a. Identify the target region to be served. Name the county/ counties, city or cities; describe the population, key demographics and the region’s top two or three economic drivers. Supporting documentation from local government supporting this designation is encouraged. (3.1)

The Sierra Region of Nevada

- Carson City
  - Population: 55,274
  - Gender: 51.9% male / 48.1% female
  - Average Age: 41.7
  - Income Per Capita: $26,127
  - Median Household Income: $47,668
  - Median Family Income: $58,947
  - Economic Drivers in County: Manufacturing, Logistics, Healthcare

- Douglas County
  - Population: 46,997
  - Gender: 50% male / 50% female
  - Average Age: 47.4
  - Income Per Capita: $33,057
  - Median Household Income: $58,535
  - Median Family Income: $67,919
  - Economic Drivers in County: Manufacturing, Tourism, Agriculture, Logistics, Aerospace and Defense

- Lyon County
  - Population: 51,980
  - Gender: 50.4% male / 49.6% female
  - Average Age: 40.9
  - Income Per Capita: $23,173
  - Median Household Income: $47,255
  - Median Family Income: $52,288
  - Economic Drivers in County: Agriculture, Mining and Manufacturing

Section 2. a, Scope of Work, Continued: Page 4
• **Storey County**
  - Population: 4,010
  - Gender: 51% male / 49% female
  - Average Age: 50.5
  - Income Per Capita: $35,115
  - Median Household Income: $64,832
  - Median Family Income: $68,203
  - Economic Drivers in County: Manufacturing, Logistics and Tourism

• **City of Fernley**
  - Population: 19,368
  - Gender: 50.3% male / 49.7% female
  - Average Age: 36.3
  - Income Per Capita: $23,189
  - Median Household Income: $52,001
  - Median Family Income: $56,794
  - Economic Drivers in City: Manufacturing and Logistics

• **City of Yerington**
  - Population: 3,048
  - Gender: 47.4% male / 52.6% female
  - Average Age: 44.4
  - Income Per Capita: $21,175
  - Median Household Income: $44,792
  - Median Family Income: $47,716
  - Economic Drivers in City: Agriculture, and Mining

*Sierra Region: County and City: Letters of Support: Attachment F*

*NNDA’s Statement of Economic Drivers in the Sierra Region: Attachment F*

*NNDA’s insert on the Sierra Region in Nevada Business Magazine: Attachment I*

b. Identify and describe a basic plan for creating jobs in the region served that is linked to the State Plan for Economic Development. (3.2)

Such a plan must identify strategies and goals for:
- The creation and development of new businesses;
- The retention and expansion of existing Nevada companies; and
- The attraction and relocation or expansion of companies from outside our state.

Such a plan may include strategies and goals for:
- Development of key industry sectors
- Retention and expansion of existing Nevada businesses
- Workforce development
- Rural and community economic development
- Entrepreneurial and startup development
• **New Business Creation and Development**

The purpose of NNDA’s new business creation and development program is to foster the formation of new primary job generating businesses within the Sierra Region.

**Description:** NNDA will use regional economic intelligence to target key areas in the severely distressed/growth potential areas of the region to conceive, plan, develop, and successfully support the launch of key businesses. These new businesses will support the microeconomics of the target area by helping to provide new job opportunities while subsequently lowering the poverty rate and improving the quality of life for residents. NNDA will focus on specific locations that have significant impact on the greater Sierra Region and support the regional economic flow. Additional emphasis will be placed on areas where a combination of State and Federal programs can be applied to enable successful economic growth through business planting.

Target areas will be:
- Rural
- Located in New Market Tax Credit zones
- Classified as severely distressed by the United States Department of Agriculture
- Have identifiable strategic location attributes supporting regional and state economic plans

NNDA will focus on new business concepts that are feasible for the target area, have job potential that allows for eligibility for state and federal programs, and are supported by the local jurisdiction. New business creation and development activities include concept development, local and regional stakeholder planning, business plan development and writing, feasibility plan management, project pre-development coordination, identifying project owners, loan packaging, permitting assistance, incentives, and assistance with federal and private grant applications.

• **Business Attraction: Outbound Sales Activities**

The purpose of outbound sales activities is to attract new, primary job creating businesses to the Sierra Region of Northern Nevada. Businesses that create primary jobs are the focus of effective economic development as they have a multiplier effect on the local economy.

**Description:** Primary Jobs creators bring money in from out of state by selling the majority of their goods elsewhere and they distribute that money into the local economy through the salaries of their employees, the purchasing of local goods and services, and paying taxes. NNDA will target Primary Job creating businesses in industries such as Aerospace including Unmanned Aerial Systems and Defense, Advanced manufacturing,

Outbound sales activities consist of quarterly out of state recruitment trips, participating in international trade missions led by the Governor’s Office of Economic Development, effective outbound marketing (emails, mailers, and calls), and managing inbound requests for information. NNDA’s Commercial Real Estate Committee, through their individual ongoing sales and marketing efforts will work to bring business development leads to NNDA and support in region site visits by providing location options and tours.

- Business Attraction: Business Expansion Activities

The purpose of business expansion activities is to identify and work with primary job creating businesses that are currently operating in the Sierra Region in order to facilitate the success of their expansion as they add equipment and grow their employee base.

Description: Business Expansion Activities consist of identifying companies seeking to expand and providing assistance in the form of site selection, referrals, permitting assistance, regulatory assistance, workforce issues, building import and export relationships, and incentives and identify opportunity/need for promotion of federal, state, and local contracts in collaboration with GOED’s Procurement Outreach team. NNDA will work with the Banking and Finance Committee and the Commercial Real Estate Committee to identify local companies that are seeking to expand. The Banking and Finance committee will meet with businesses in the region to determine if they are expanding, as well as follow up with companies NNDA has assisted in the past to ensure their project has been a success. NNDA’s Commercial Real Estate Committee, through their individual ongoing sales and marketing efforts will work to bring business expansion leads to NNDA and provide location options and tours if needed.

- Business Retention

The purpose of NNDA’s business retention program is to identify and assist companies in the Sierra Region that are either thinking about closing their business or moving it to another state because of market and/or regulatory forces within the region.

Description: The Business Retention Program is intended to help keep businesses that are already in the Sierra Region operational. Sometimes market and regulatory forces can have a negative impact on the operations and long term viability of a local company. In those cases NNDA works with the company to try to resolve the issue or adapt to help facilitate the business’s long term success. NNDA will work with the Banking and Finance Committee to identify local companies that are in need of assistance. The Banking and Finance committee along with NNDA staff members will meet with businesses in the region on a rotating basis to determine the key issues the company faces and pinpoint how NNDA can best support their needs. Once the specific challenges have been identified, NNDA will use regional economic intelligence to best address the circumstances. Business Retention activities include assistance with referrals, site selection, permitting, regulatory assistance, workforce issues, building import and export relationships, and incentives when applicable.
• Business Attraction: Nevada Certified Sites Program Expansion

Since 2010, the vacancy rate in the Sierra Region has been reduced from 26% to <3%, and the development of new space will be important for business attraction and expansion. The Nevada Certified Sites Program was developed to create new industrial and commercial sites in Northern Nevada and to meet the needs of businesses seeking to move or expand to the Sierra Region. Once a company makes the decision to move, their timeline is often too short to build a new building because of the length of time it takes to go through the due diligence process. An inventory of certified sites mitigates this issue. The program is revenue-neutral for NNDA.

Description: The program seeks to build an inventory of sites that have gone through a rigorous due diligence process so that a business seeking to locate here can make a site decision faster and get to the construction phase quicker. Having an inventory of sites allows the company to focus on sites they know will meet their needs. By focusing their efforts and having the majority of the due diligence completed they can make a purchase decision faster and begin building their facility quicker than they would have without the certified sites program. The program also ensures that most of the property information that would be needed for permitting has been gathered and is available, speeding up the overall County permitting process. Through reuse planning funds provided by NNDA’s EPA Brownfields grant, NNDA has been successful in preparing the documentation and applications for site certification for a limited number of sites in the Sierra Region. NNDA’s Construction and Design committee developed the certified sites program and is responsible for reviewing Certified Site Applications. NNDA’s Commercial Real Estate committee supports the program by helping to market the sites that have been certified.

• Business Attraction: U.S. EPA Brownfields Grant Expansion

Brownfields Grant funding provided by the U.S. Environmental Protection Agency has become a key component of NNDA’s strategy to spur new industrial development in the Sierra Region.

Description: Using Brownfields funding, NNDA has established a successful program performing Phase 1 environmental site assessments, phase 2 environmental site assessments, and site reuse planning in an effort to foster the construction of additional industrial, commercial, and workforce housing space in Lyon and Churchill Counties. Through this program NNDA has been successful in clearing over 30 properties assuring there is no significant contamination and that the sites are ready for redevelopment. In addition, through funding provided by the program for reuse planning, NNDA has been successful in completing applications for the Nevada Certified Site program for high priority sites. NNDA has applied for a new Brownfields Grant that would expand the program to Carson City and Douglas County and provide additional funding for site characterizations and certified site planning. NNDA also has additional plans to expand the program further with a Lyon and Storey County Grant application in 2017.
• **Entrepreneurship Task Force**

The Nevada Lieutenant Governor's Entrepreneurship Task Force is a statewide task force charged with addressing the needs of the entrepreneurial, small business, and startup communities. The NNDA Executive Director is a Northern Nevada Entrepreneurship Task Force Member, representing the Sierra Region. Through this participation, NNDA will make every effort to ensure that the entrepreneurial needs of the Sierra Region are included in any plans or initiatives developed by the Task Force. It will also disseminate important information and best practices related to entrepreneurship with the region's stakeholders.

**Description:** Entrepreneurs and startups play a key economic role statewide. It is important to foster and support a diverse and supportive business environment, where Nevada small businesses and startup companies can develop and thrive. The Task Force efforts are focused on developing a master plan for entrepreneurial development in Nevada, increasing collaboration among entrepreneurial communities, and facilitating an Entrepreneurial Summit to showcase best practices. The Task Force will also identify and consider future legislative priorities needed to support, sustain and/or strengthen its efforts.

c. Briefly identify and describe two-year goals consistent with the plan for economic development which, at a minimum, must include:

- The creation and development of new businesses;
- The retention and expansion of existing Nevada companies; and
- The attraction and relocation or expansion of companies from outside our state.

(3.3)

- Assist with a minimum of 3 Strategic Business Start-ups
- Produce 64 new qualified leads
- Host 30 in region site visits
- Facilitate 14 out of state company relocations/expansions
- Facilitate 10 in region company expansions
- Assist 15 companies through retention efforts
- Gain 8 new Certified Sites
- Facilitate acquisition of 4 Certified Sites
d. Identify and describe a plan to work regularly with and unify regional local governmental leadership and economic development staff, workforce development and other key organizations. (3.5)

Regional Local Governmental Leadership and Economic Staff

- **NNDA General Board of Directors:** The members of the General Board, especially the Executive Board, serve as economic development ambassadors and advocates throughout the Sierra Region. Executive Board members also provide outreach to the county governments and local city governments regarding issues that affect the area. The NNDA General Board of Directors consists of key regional stakeholders:

  - County Representatives
  - Manufacturers
  - Commercial Real Estate
  - Residential Real Estate
  - Construction and Design
  - Real Estate Developers
  - Banking and Finance
  - Auto Dealerships
  - Consultants
  - Washoe Tribe

  - Western Nevada Development District
  - Workforce Development Agencies
  - Western Manufacturing Alliance
  - Nevada Industry Excellence
  - Western Nevada Community College
  - Regional Airports

- **CDBG Development Projects:** The Community Development Block Grant (CDBG) Program administered by the U.S. Department of Housing and Urban Development provides communities with resources to address a wide range of unique community development needs. Nevada’s block grant is administered by GOED, and NNDA provides assistance regarding the selection of eligible CDBG projects and grant application preparation for economic development projects within NNDA’s service area. Future funding of the CDBG program is contingent on approved federal budget appropriations each federal fiscal year.

  When applied to eligible projects, CDBGs can have a significant impact on economic development in the Sierra Region. Because of the positive benefits and the grant application requirement for the local Regional Development Authority’s participation in the project, NNDA will work with each of the Sierra Region’s four counties in the preparation of their CDBG applications. Also, NNDA will work with the Counties to identify projects that could be eligible for CDBG funding and which have an impact on the local economy. NNDA will assist by performing the required economic analysis for the application and writing a letter of support for qualified projects.

- **Sierra Region Economic Council (SREC):** SREC has been established as an advisory for NNDA to support economic development activities for the Sierra Region of Nevada, the state’s third largest metropolitan region. The Sierra Region covers a large geographic area that spans four counties. It also has a diverse business population which includes tourism, logistics, manufacturing, mining, aerospace, and agriculture. SREC is the vehicle that brings all of the diverse groups together, who participate in or are affected by...
economic development, for conversation and discussion regarding the region’s top priorities and key issues. The group also provides strategic counsel to NNDA about these matters.

SREC includes a broad representation of key Sierra Region stakeholders. The membership includes thought leaders and influencers from business, education, government, housing, and essential services. Subject matter experts will be invited to participate on an ad hoc basis. SREC will provide feedback to NNDA regarding matters deemed to be essential for maintaining and strengthening the region’s economic ecosystem. It will also provide support for economic growth and prosperity, with the goal of increasing median family incomes. The purpose of SREC is to improve the quality of life for all constituents in the region. It will assist NNDA with addressing the highest priority issues that are affecting the region’s growth with an initial focus on workforce development, workforce housing that is affordable, the critical infrastructure needed to support growth, and the maintenance of essential services within the region.

- **The Washoe Tribe Economic Development**: NNDA has recently been approached by the Washoe Tribe of Nevada and California to assist them with tribal economic development. The tribe is interested in assistance with transitioning from a reactive to a proactive economic vitality strategy. Their overall goal is a general improvement of living standards and quality of life for their tribal community, via the building of a strong, prosperous, and resilient economy.

### Workforce Development

- **Western Nevada College Institutional Advisory Council (WNC IAC)**: The NNDA Executive Director currently chairs the WNC IAC. The council’s two-fold purpose is to 1) ensure and facilitate communication between the College and its service area and 2) anticipate future regional educational trends and employer needs. Through NNDA’s membership and participation on the WNC IAC, it will:

  - Facilitate workforce education and development programs, which promotes programs available in K-12 systems and through employers, that meet the critical skill needs of the Sierra Region;
  - Utilize the direct link that the WNC IAC has with the NSHE Board of Directors to communicate and promote the workforce development needs of Sierra Region employers; and
  - Demonstrate the advantage of including economic development on the IAC, particularly in a leadership role.

- **Workforce Development and Pipeline Initiative**: The New Nevada Economy needs a workforce with the advanced and/or contemporary skills required by emerging and evolving industries. The dual purpose of the Workforce Development and Pipeline Initiative is to 1) address the workforce needs of Sierra Region employers, both current and future and 2) provide Sierra Region citizens with opportunities and programs that lead to economic independence and higher family incomes. The overall goal is to stimulate workforce pipelines so that industry sectors in the Sierra Region can flourish.
There are four core components in the Workforce Development and Pipeline Initiative:

- **Recruitment Program:** NNDA would provide a process where Sierra Region citizens interested in pursuing new job opportunities and workforce training in Nevada could obtain information and guidance about workforce needs and training programs. Initially, NNDA will work with the region’s pastoral network and WNC Veterans Resource Center to identify eligible candidates for the pipeline program, offer informational seminars about available options, and assist program candidates with navigating and accessing available resources.

- **Education and Training:** WNC, a major NNDA partner and stakeholder, provides educational opportunities and training solutions for business, industries and government or non-profit agencies within its widespread service area, which includes the Sierra Region. The college provides education and training for program participants, based on employer need and student interest and/or aptitude.

- **Workforce Housing:** Nevada Rural Housing Authority (NRHA) and NNDA have partnered to address the lack of mixed income workforce housing. While the Sierra Region needs to ensure housing that is affordable for all its citizens, it must also be sure that housing is available and affordable for the region’s expanding workforce. A shortage of this type of housing could impact the region’s economic ecosystem, as it could impede the ability of companies to locate in the area or to expand.

- **Job Placement:** NNDA will work with employment resources in the Sierra Region to place completers in the program who successfully achieve a certificate or other educational credentials.

c. **Describe your organization’s track record in economic development, and briefly describe your organizational capacity necessary to carry out the plan for economic development.**

Northern Nevada Development Authority has represented the Sierra Region as its Regional Development Authority for over 30 years and has assisted 100s of companies with their expansions, relocations, and retention efforts. Since 2010, NNDA has assisted and supported with 69 out-of-state companies to relocate or expand to the Sierra Region, assisted 20 local companies with expansion, and provided retention assistance to another 27 companies. These companies have primarily been in the advanced manufacturing, logistics, agricultural, and healthcare industries. NNDA’s efforts resulted in the creation of over 5,000 jobs (Direct, Indirect, and Induced), and the total economic impact for the region was greater than $1.7 billion.

NNDA is the economic development connector between the many sectors of the Sierra Region’s business community and State, County and local governments, as well as many federal agencies. The organization relies on the contributions from its Investor Partners —
time, talent and treasure – to help accomplish its mission and achieve its goals. NNDA
Investor Partners are comprised of small, medium and large businesses, for profit ad
non-profit entities, and key industry sectors and their supply chains.

NNDA relies on its committees to assist with and support the accomplishments the
organization’s business objectives. Each committee is chaired by an NNDA investor
partner and is supported by designated NNDA staff. NNDA committees help to address
the highest priority issues that are affecting the economic ecosystem of the Sierra Region,
as well as those that promote economic growth and prosperity. The seven standing
committees include:

- Banking and Finance
- Commercial Real Estate
- Construction and Design
- Investor Partners Membership
- NNDA Events
- Residential Real Estate (Workforce Housing)
- Workforce Development and Education

Key accomplishments of NNDA and committee system:
- Established the Western Manufacturing Alliance™, with support from the
  General Board of Directors
- Worked with 25 local manufacturers and WNC to create and establish
  Manufacturing Curriculum on campus, producing dozens of program graduates
- Established the U.S.CIS-certified Nevada EB5 Regional Center
- Established the Nevada Certified Sites Program with the assistance of the
  Construction and Design Committee
- Facilitated better communication between WNC, K-12, and workforce training
  programs in the region
- Received a U.S. EPA Brownfields Grant, and there is a high probability of
  renewal and expansion of the grant
- Improving access to capital and financing services
- Developing coordination of business attraction
- Develop Regional Cooperation

The capacity of NNDA to effectively implement and successfully execute its economic
development plan for the Sierra Region extends beyond its experienced staff. It includes
the strategic counsel of and feedback from its county and city government partners, along
with volunteer assistance from its investor partners, General and Executive Boards, and
committee system (ad hoc and standing). In addition, the collaborative and cooperative
relationship with EDAWN and LVGEA ensures maximum economic benefits for the
state of Nevada.

3. COMPANY BACKGROUND AND REFERENCES (RFP Section 4)

Responses to this RFP should briefly address each of the following:
Northeastern Nevada Regional Development Authority (NNRDA)
Nevada Governor’s Office of Economic Development
Request For Proposal No. 17-10
For

ECONOMIC DEVELOPMENT SERVICES

Release Date: May 2, 2017
Deadline for Submission and Opening Date and Time: May 12, 2017 at 10:00 am

For additional information, please contact:
Steve Woodbury, Administrative Services Officer
swoodbury@diversifynevada.com
Phone: (775) 687-9900
TTY for the Hearing Impaired: 1-800-326-6868.
Ask the relay agent to dial 7-775-687-9900/V.

Company Name: NNRDA Contact Person: Pam Borda
Address: 1500 College Pkwy, McMullen Hall #103 City: Elko State: NV Zip: 89801
Telephone: (775) 738-2100 Fax: (775) 738-2978
E-Mail Address: pam@nnrda.com

I have read, understand, and agree to all terms and conditions herein. Date: 5/9/17
Signed: Pam Borda Print Name & Title: Pam Borda, Executive Director
A Request for Proposals process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors may take exception to any section of the RFP. Exceptions should be clearly stated in Attachment A (Certification of Indemnification and Compliance with Terms and Conditions of RFP) and will be considered during the evaluation process. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State NRS §333.350(1).

1. **OVERVIEW OF PROJECT**

The Governor's Office of Economic Development (GOED) is charged by the Nevada legislature, pursuant to NRS 231, with the following responsibilities to, in part:

1. Promote, aid or encourage economic development in this State or a locality or region of this State.
2. Coordinate and oversee all economic development programs in this State to ensure that such programs are consistent with the State Plan for Economic Development.
3. Support the efforts of the Board, the regional development authorities designated by the Executive Director pursuant to subsection 4 of NRS 231.052 and the private sector to encourage the creation and expansion of businesses in Nevada and the relocation of businesses to Nevada.

Economic development refers broadly to the activities and policies that improve the economic well-being of a region or state. These activities and policies include, without limitation, job creation, job retention, tax base enhancements, business retention and expansion, technology transfer, the diversification of the economy, the development and support of entrepreneurs, the development and support of business leaders, and the education and training of the workforce.

To accomplish this charge, GOED seeks to designate and contract interested organizations as Regional Development Authorities (RDA) to provide services to aid, promote, and encourage economic development of Nevada. Such contracts are for administrative and operating purposes, including, but not limited to, recruiting, disseminating program information, marketing, grant writing, accounting services, legal services, travel and training.

A “Regional Development Authority” is defined by Nevada Revised Statutes (NRS) 231.009 as an organization for economic development that is designated by the Executive Director of GOED and is:

- A local governmental entity;
- Two or more local governmental entities,
- A private nonprofit entity, or
- Any combination thereof.

A qualified vendor who responds to this Request for Proposals (RFP) may be designated as an RDA by the Executive Director of GOED, in consultation with the Board of Economic Development. Such designation will expire on June 30, 2019 unless terminated by GOED prior to that date or extended beyond that date.
Selected RDAs will be required to timely present a strategy for the economic development and diversification of the designated region which aligns with the State Plan for Excellence in Economic Development published by GOED.

Additionally, the items should align where possible with a RDA’s submission to the state plan and its subsequent updates.

2. **SCOPE OF WORK (RFP Section 3)**

Responses to this RFP need not address every item within the State Plan, but must be based on objectives, strategies and actions that can reasonably be accomplished over the term of the contract.

a. Identify the target region to be served. Name the county/counties, city or cities; describe the population, key demographics and the region’s top two or three economic drivers. Supporting documentation from local government supporting this designation is encouraged. (3.1)

The Northeastern Nevada Regional Development Authority (NNRDA) serves Northeastern Nevada which is primarily the gold mining region. Members include: Elko, Eureka, Humboldt, Lander and White Pine Counties and the Cities of Carlin, Elko, Ely, Wells, West Wendover and Winnemucca.

The major industries for this region are mining, agriculture and tourism. The total population for the region is 87,808. 3% of the state. The average income is $68,784 and there are 43,964 jobs.

All of our local government members are added to the organization via an interlocal agreement among all of the local government members. Any member can discontinue their membership at any time and are members solely by choice. Attachment E includes the latest interlocal agreement with the list of members that have adopted the interlocal via resolution by their respective governing commissions and councils. We are in the process of adding Humboldt County and the City of Winnemucca. They joined on March 1, 2017.

b. Identify and describe a basic plan for creating jobs in the region served that is linked to the State Plan for Economic Development. (3.2)

Such a plan must identify strategies and goals for:

- The creation and development of new businesses;
- The retention and expansion of existing Nevada companies; and
- The attraction and relocation or expansion of companies from outside our state.
Such a plan may include strategies and goals for:
- Development of key industry sectors
- Retention and expansion of existing Nevada businesses
- Workforce development
- Rural and community economic development
- Entrepreneurial and startup development

Please see attachment F, Interim Strategic Plan and attachment G, the City of Wells Strategic Plan. The City of Wells is the first of our new strategic planning effort and we plan to complete at least two communities per year until we are finished. In the interim, we updated our last plan to work from in general but will utilize community plans as we have them.

c. Briefly identify and describe two-year goals consistent with the plan for economic development which, at a minimum, must include:
- The creation and development of new businesses;
- The retention and expansion of existing Nevada companies; and
- The attraction and relocation or expansion of companies from outside our state. (3.3)

Please see attachment F, Interim Strategic Plan and attachment G, the City of Wells Strategic Plan. The City of Wells is the first of our new strategic planning effort and we plan to complete at least two communities per year until we are finished. In the interim, we updated our last plan to work from in general but will utilize community plans as we have them.
d. Identify and describe a plan to work regularly with and unify regional local governmental leadership and economic development staff, workforce development and other key organizations. (3.5)

NNRDA is proud to say that we already have a great relationship with all of our local government members from elected officials to various levels of staff. When the RDA's started doing CDBG, it wasn't an issue for us as we already had relationships with our members. However, those relationships can only be maintained by constantly working with them. We involve every local government in every lead we pursue. They have the ability to choose to respond or not and to help with the response. Sometimes we submit 5 or 6 different communities to a lead.

One additional step that we will be taking from now on is to have 2 1/2 day workshops per year to invite all of our local government members so they can get to know each other and to work on regional issues. Because all of the government members are represented on our Executive committee, they generally know each other and get along well but a meeting to ensure everyone is there in person and able to work on issues is thought to create more bonding among our members.

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e. Describe your organization’s track record in economic development, and briefly describe your organizational capacity necessary to carry out the plan for economic development.

NNRDA has a good track record of not only creating jobs and bringing companies to Nevada, but also in helping our communities to provide the infrastructure and resources that are necessary in order to compete for companies to locate within the region. Last year, the City of Elko lacked a part of the funding to put a water line to Exit 298 where we want to expand the industrial area. NNRDA raised $400,000.00 to get the water line completed.

NNRDA does not sit back and wait to be told what to do, we are leaders that are leading the way. We are involved in numerous activities that are important for success with our communities but for which most of our counterparts do not get involved with. We partnered with NvMA and GOED to create the mining reverse expo. In its second year, we have a company that attended that is locating here, exactly what we were trying to accomplish. We held a housing summit when it became apparent that everyone had housing issues and projects were not moving. All of the stakeholders attended and it was a great session where everyone left with a great deal more knowledge and ability to work within our constraints to succeed.

NNRDA has an Executive Director and one Economic Development Officer but plan to hire an additional Economic Development Officer in July when we begin receiving the Humboldt county funds from GOED. We can split the region into thirds with each covering a portion and then work on regional items together. We are also locating the current Economic Development Officer in Lander and Humboldt splitting her time between the two since those are the counties she serves. We will try to do the same with Eureka and White Pine counties.
Attachment F
RESPONSE TO RFP 17-10
Northeastern Nevada Regional Development Authority
Interim Strategic Plan

Regional Development Authority Overview:

The Northeastern Nevada Regional Development Authority (NNRDA) was established in the early 90’s by Elko County and each of the four cities within the county through an Interlocal agreement. Two years ago, Lander County joined NNRDA and this past year Eureka, Humboldt and White Pine Counties as well as the cities of Ely and Winnemucca joined NNRDA. In addition to the government members, there are many private sector members of NNRDA. The Board of Directors is made up of one appointee from each of the governments and an appointee from each private sector company that pays membership fees at a Board level. The Executive Committee is the decision authority for NNRDA with the Board of Directors making recommendations to the Executive Committee. The Executive Committee is made up of the members of government and the Chair and Vice-Chair of the Board of Directors (both of which are elected from the private sector members). Our interlocal agreement is attached as Attachment E. We now represent 41.1% of Nevada with a 4 hour drive from border to border east and west and a 5 hour drive border to border north and south. Our office in Elko is pretty central to the region with no more than a 3 hour drive to any of our member communities.

Interim Plan Overview

NNRDA’s strategic plan was developed over 5 years ago and is mostly complete. With the addition of 4 counties and 2 cities, NNRDA requires a new strategic plan. We developed a new process and format for strategic planning that is significantly different than the traditional community assessments and CEDS plans that have been used throughout the state.

We started a new planning effort in 2016 with the City of Wells as a pilot project with the new approach to planning. The City of Wells plan is great and is already producing major results. Our intent is to continue with this approach for each of our communities, creating “Economic Plans” for each community and when items are regional in nature, they will be added to and a regional plan created. This effort will take several years to complete so we will utilize this interim plan until we complete all of the planning throughout the region.

As each community’s plan is completed, we will be working from those plans and are currently for the City of Wells. We included the Executive Summary plan for the City of Wells as attachment G. The whole plan is several megabytes long but can be provided if desired.

Key Economic Development Initiatives:

**Workforce Development**

Objectives:
- Address the work force shortage throughout the region and in all industries and find solutions
- Make new residents/employees from out of the area feel welcome so they will want to stay
- Continue working with Great Basin College on workforce training
Tactics:
- Expand the MTC program at GBC to increase number of students trained
- Work with employers to develop recruiting plans to fill work force needs when GBC isn’t enough
- Assist GBC and employers as needed

Community Capacity Building

Objectives:
- Leaders of the region collaborating on issues common to all within the region
- Provide the infrastructure, industrial land and housing needed to support job growth throughout the region
- Restore air service to Reno and Las Vegas for Elko and West Wendover
- Provide more industrial land in key areas and that is shovel ready
- Update the Railport Master Plan to address land availability and shared infrastructure
- Participate in the redevelopment of key areas throughout the region
- Build strong partnerships with local government and provide education in order to attract business

Tactics:
- Create 2, ½ day workshops per year to bring all government members together to talk about and work on regional issues
- Continue working with the local government members and developers to obtain shovel ready industrial land throughout the region
- Continue with efforts to revitalize areas such as downtown Elko, Wells earthquake damage, Carlin, and Battle Mountain and others as planning is completed
- Assist with exploration of funding sources to accomplish infrastructure projects
- With the housing assessment, address affordable housing needs throughout the region

Existing Business Development

Objectives:
- Continue to assist business with expansions; find larger facilities, additional staffing, housing, and financing
- Create a more business friendly and proactive experience for business with local, state and federal governments
- Match unemployed to available jobs
Tactics:
- Meet with businesses to understand their needs and issues, help them to find solutions
- Help displaced employees with finding other local jobs
- Help business with expansion plans; find property and facilities suitable for expansion, find additional staff and housing

**Recruiting**

Objectives:
- Continue efforts to diversify economy to lessen dependence on gold mining
- Bring at least 8 new companies to the region in each of the two years of the biennium
- Generate at least 30 leads in each year of the biennium
- Identify mining supply chain companies from out of area and recruit to the region
- Sharing of leads with GOED and other regional development authorities as appropriate
- Assist at least 20 startup companies
- Continue with the annual Mining Reverse Expo and attend tradeshows as appropriate

Tactics:
- Continued development of target industry:
  - Mining supply chain
  - Mining other than gold
  - Oil and gas
  - Transportation
  - Renewable energy
  - Health Care
  - Retail
- Lead management/follow-up/information fulfillment, including periodic provision of information to and contact with leads generated from previous marketing campaigns
- Site and other visits with clients
• Assistance to clients with local, state and federal permitting agency coordination

• Assistance to clients in developing and defending applications for GOED incentives

**Regional Development Initiatives**

**Objectives:**
• Continue work on the public lands initiative and educating all stakeholders about the economic impact

• Develop strategic plans for each community in the region as funding is approved

• Secure natural gas for the Railport

• Work with GOED and others on legislation for the greater good

• Obtain more funding sources for infrastructure projects

• Add all new members to marketing collateral and make all changes necessary to put all members on equal footing

**Tactics:**
• Continue working with the Nevada Lands Council and the Elko County Commissioners on the economic impact of federal decisions on public lands and to ultimately transfer the land to the state

• Continue working through various initiatives to restore and enhance GBC funding and expand the MTC program

• Help communities in the region to move forward with revitalization efforts such as Elko, Wells, Carlin and Battle Mountain

• Revise all marketing collateral to add all new members including our videos, web site, resource guide and tool kit

• Develop videos for Eureka and Humboldt/Winnebago as well as edit the White Pine video as needed

• Redesign the web site to include all new members as well as the resource guide and relocation tool kit
Attachment G

Executive Summary for the Downtown Core Economic Vision
Wells, Nevada

Executive Summary

Background
The City of Wells was first established in 1869 as a railroad town and watering hole. The area is endowed with an abundance of ground water, which gave the City its namesake. It also lies near the headwaters of the Humboldt River. The City served as a midpoint oasis for trains as they traveled across the Great Basin Desert. With the advent and widespread adoption of the automobile, the railroad industry and the business it brought to town declined.

With the construction of I-80 and U.S. Highway 93, the City transitioned into a stop for travelers along the highways and has become highly dependent on highway traffic for sales and lodging tax revenue. Highway 40, or Sixth St., became the City's downtown and main economic corridor. In 1985, I-80 was extended past the City, which caused a significant decline in downtown traffic. In addition, the continual improvement in vehicle gas efficiency has allowed more travelers to bypass the City, causing many gas stations and other businesses to close.

To add to its struggles, in 2008 the City was hit by a 6.0 magnitude earthquake that caused considerable damage to many of the City's buildings, especially historic buildings along Sixth and Seventh Streets. Although some repairs and rebuilds have been completed, many buildings have since been torn down. Others are in such a state of damage and disrepair that they are unfit for occupancy. The exodus of businesses from the downtown due to the economic calamity caused by the earthquake has also contributed to the City's high vacancy rate. The City is in need of a vision and actionable strategy to brand itself as a destination attraction for travelers as well as a community of choice for new residents and employers.

Current Opportunities
The City has significant job creation opportunities in the mining and extraction industry over the next five years. Demand on City resources will be significant as many workers may immigrate to the City during the construction of a new gold mine being developed by Newmont at their Long Canyon operation. The mine is centrally located between Wells and Wendover. Strategic planning and public/private investments in workforce infrastructure will be critical in order for Wells to attract and capture this new workforce rather than losing it to Wendover or Elko. Collaborative partnerships with private industry should be formed to identify the needs of employers as well as those of the existing and future workforce in order to work together to find mutually beneficial solutions.

The mining and extraction industry is dependent on global commodity prices, subjecting the industry to dramatic boom and bust cycles, as seen in the Elko County region in the past two decades. As such, the City should identify funding mechanisms that can capture, channel, and complement future tax revenue generated by the mining and extraction industry and workforce accommodation projects to foster growth in other strategic clusters that have less volatile economic cycles. Securing these funding mechanisms is time-critical as Newmont is planning new construction starting in early or mid-2015.

Applications for planning grants through the Economic Development Administration (EDA) and the Department of Housing and Urban Development’s (HUD) Community Development Block Grant (CDBG) Program are being prepared to assist the City in developing plans and strategies for workforce accommodation and long-term economic diversification.
The development of highway amenities and destination attractions capable of capturing significant sales and lodging tax revenues from highway travelers and tourists will provide the City with a revenue source that can be re-purposed for strategic projects designed to eliminate blight, diversify the City’s economy, revitalize the downtown core, and capture and retain its workforce.

Housing and Quality of Life
The City suffers from a lack of quality housing and a notable amount of blighted land and buildings. Typically, housing issues stem from a lack of employment opportunities, but the City has a much different underlying problem. Demand for housing is weak because the City lacks quality of life offerings for its citizens and the workforce in the City and region, and because of the blight that exists. Improvements in quality of life and a change in community perception will position the City to better attract new housing developments and new residents who come to work for the mine and other future employers.

The City should work to address the underlying quality of life issues in concert with existing employers, Newmont, and their workforce. For example, workforce attraction and retention policies should be coordinated among existing businesses, local government, and housing developers. Surveys should be conducted to determine needs, and planning charrettes held to engage the public. The outcome of these efforts should be to develop strategies to address and resolve quality of life issues that ultimately drive demand for housing in the community.

Strategic Quality of Life Projects
The City suffers from a lack of quality of life offerings, which can be addressed and remedied through public private partnerships (PPP). PPPs will require the participation of the City and the private development community in the development of year-round destination attraction assets. These assets can provide recreation and entertainment to local citizens thereby providing them a higher quality of life.

More importantly, these projects should be large enough in scale to attract the regional and larger markets. Ultimately, the ability of a community to attract dollars from outside its borders determines its economic fate. Capturing the regional, national, and even international market will allow these projects to attract and catalyze additional private investment as well as provide significant economic benefit to existing local businesses while creating market opportunities for new small business owners.

A clear strategic vision must be adopted with regards to the location and operational structure of these assets with the ultimate outcome being the ability to transfer the operational risk and ongoing maintenance responsibility to the private sector. As such, the location of quality of life assets should be driven in part by the private sector based on fundamental economics and the ability to be self-funded through a PPP structure.

The downtown core is not a suitable location for a strategic destination attraction due to its distance from the freeway and lack of visibility. A downtown site that is closer to the freeway will provide better freeway visibility and access, while also acting as a gateway to the downtown district. The bend on Sixth Street near Shoshone Avenue appears to be a natural place for such a development. The public meeting held at City Hall on December 4, 2014 resulted in general support for this proposal from the stakeholders present. Environmental and geotechnical surveys should be conducted to determine if soils are uncontaminated and the site is developable.

Quality of Life Assets + Tourism Venues = Win/Win
The City is well-positioned to develop quality of life assets and grow its tourism base, but suffers from a high-degree of seasonality and lacks amenities that would allow locals and tourists to take full advantage of local recreational opportunities. Snowmobiling and cross-country skiing could provide economic benefit to the community but their season is limited to the winter months and the City lacks outfitters and rentals. Conversely, the Humboldt Mountain Range, mere miles from downtown Wells, has the potential to become a moderate driver for tourism with hiking, biking, fishing, and more, but these activities' season is limited to the summer
months, and again the City lacks outfitters and rentals. A new year-round destination attraction will supplement these existing assets and provide occupancy demand that will drive additional private investment in hospitality. A project that equally solves the quality of life issues in the community and addresses seasonality in the tourism base should be a strategic focus. To date, efforts to address quality of life (and to a certain degree seasonality by bolstering year-round demand) have focused on single or multi-day events and small improvements to existing assets. This is a very common approach and a policy that is not unique to the City. Unfortunately, this policy will never create the change needed to address the underlying fundamental economic issues within the community. Existing funding sources such as the City’s transient lodging tax (TLT) revenue, which provides recreation and advertising funds, should be committed to strategic year-round destination attraction projects. This funding can be used to provide quality of life assets to local citizens yet place the burden of taxation to fund these assets on visitors from outside the community. The use of TLT to develop and maintain strategic year-round destination venues addresses the quality of life issues that plague the community. In turn, destination venues produce additional TLT revenue since they are demand drivers for hotel rooms. Continual public investment (when appropriately partnered with private investment and operation) in strategic year-round destination venues creates a virtuous cycle of investment and growth.

Asset Inventory
The City has a number of assets that may be of use in building up the downtown core or improving quality of life:

- Approximately 50 acres of vacant land and land with vacant buildings along Sixth and Seventh Streets from U.S. Highway 93 through the downtown core (see Figure 31 through Figure 33);
- A new community swimming pool was recently completed to replace the one damaged in the 2008 earthquake. The pool offers daily, monthly, quarterly, and annual passes, as well as 10- and 20-use punch passes. Group and private swimming lessons are also offered, as well as private parties and lockers;
- The City owns a 160 acre shovel-ready industrial park that is adjacent to the municipal airport. The park is only minutes from Highway 93 and I-80 where three truck stops are located;
- The municipal airport is minutes from the downtown core and right next to the industrial park. The runway dimensions are 5,508 x 75 feet. It has a 25,000 pound single-wheel weight bearing capacity. The airport offers 100LL and JET-A fuel;
- The City also owns the 9-hole Chimney Rock Golf Course, which has a snack bar, a pro shop, and golf carts for rent.

Geothermal Resources
The City’s geothermal resources provide an asset that can be leveraged to recruit energy and environmentally-conscious businesses in industry clusters such as tourism and energy. The ability to successfully recruit these industry clusters will largely be dependent on the City’s infrastructure assets. Evaluating the feasibility and interest of Wells Rural Electric Company to develop a “clean grid” using geothermal energy within the City should also be pursued as this may represent a competitive advantage in recruiting employers to the City.

Proposed Projects
Better City recommends an immediate focus on recruiting a developer for a new housing development. This will supply the housing that incoming employers need. Subsequent development of the project that will be proposed below should be advanced through a phased approach that focuses on the City’s long-term quality of life goals through developing destination attractions.
Feasibility studies and market analyses should be conducted, and the private sector engaged in the development of a natural hot pools attraction using the City’s geothermal resources, an indoor botanical garden or conservatory that also utilizes geothermal energy, an adjacent restaurant, and a hotel with a spa component (the “Project”). This Project will provide the type of year-round destination attraction that the City needs to pull travelers from the highway and entice tourists to visit.

**Action Items**

Better City recommends the following action items:

- EDA Short Term Planning Grant Application – CEDS;
- EDA Short Term Planning Grant Application – Economic Redevelopment;
- HUD CDBG application – Local planning and implementation;
- Recruit developer for new housing project to prepare for the expected influx of Newmont mine workers;
- Year-round destination attraction strategic project feasibility studies;
- Recruit developer(s)/operator(s) for year-round destination attractions;
- Funding strategy for each Project phase;
- Begin dialogue with Wells Rural Electric Company to assess feasibility and interest in developing geothermal electricity source and “clean grid;”
- Conduct data and trend analysis on tax revenue generated from tourists from TLT revenues to determine underlying drivers, customer base, and price sensitivity to changes in the tax rate.
Highway 95 Regional Development Authority
Nevada Governor’s Office of Economic Development
Request For Proposal No. 17-10
For

ECONOMIC DEVELOPMENT SERVICES

Release Date: May 2, 2017
Deadline for Submission and Opening Date and Time: May 12, 2017 at 10:00 am

For additional information, please contact:
Steve Woodbury, Administrative Services Officer
swoodbury@diversifynevada.com
Phone: (775) 687-9900
TTY for the Hearing Impaired: 1-800-326-6868.
Ask the relay agent to dial 7-775-687-9900/V.

See Page 8, for instructions on submitting proposals.

Company Name __Highway 95 RDA__________________________ Contact Person ___Bob Shriver

Address _____c.o City of Fallon; 55 W. Williams Ave. _______________________City
Fallon __________NV 89406
Telephone (___775__) __287-8030 __________________________Fax (___)

E-Mail Address: reshriv@yahoo.com

I have read, understand, and agree to all terms and conditions herein. Date _____May 12, 2017

Signed ______________________ Print Name & Title ___Bob Shriver, Director/Consultant

Economic Development Services RFP No. 17-10
A Request for Proposals process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors may take exception to any section of the RFP. Exceptions should be clearly stated in Attachment A (Certification of Indemnification and Compliance with Terms and Conditions of RFP) and will be considered during the evaluation process. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State NRS §333.350(1).

1. OVERVIEW OF PROJECT

The Governor’s Office of Economic Development (GOED) is charged by the Nevada legislature, pursuant to NRS 231, with the following responsibilities to, in part:

1. Promote, aid or encourage economic development in this State or a locality or region of this State.
2. Coordinate and oversee all economic development programs in this State to ensure that such programs are consistent with the State Plan for Economic Development.
3. Support the efforts of the Board, the regional development authorities designated by the Executive Director pursuant to subsection 4 of NRS 231.053 and the private sector to encourage the creation and expansion of businesses in Nevada and the relocation of businesses to Nevada.

Economic development refers broadly to the activities and policies that improve the economic well-being of a region or state. These activities and policies include, without limitation, job creation, job retention, tax base enhancements, business retentions and expansion, technology transfer, the diversification of the economy, the development and support of entrepreneurs, the development and support of business leaders, and the education and training of the workforce.

To accomplish this charge, GOED seeks to designate and contract interested organizations as Regional Development Authorities (RDA) to provide services to aid, promote, and encourage economic development of Nevada. Such contracts are for administrative and operating purposes, including, but not limited to, recruiting, disseminating program information, marketing, grant writing, accounting services, legal services, travel and training.

A “Regional Development Authority” is defined by Nevada Revised Statutes (NRS) 231.009 as an organization for economic development that is designated by the Executive Director of GOED and is:

- A local governmental entity;
- Two or more local governmental entities,
- A private nonprofit entity, or
- Any combination thereof.

A qualified vendor who responds to this Request for Proposal (RFP) may be designated as an RDA by the Executive Director of GOED, in consultation with the Board of Economic Development. Such designation will expire on June 30, 2019 unless terminated by GOED prior to that date or extended beyond that date.
Selected RDAs will be required to timely present a strategy for the economic development and diversification of the designated region which aligns with the State Plan for Excellence in Economic Development published by GOED.

Additionally, the items should align where possible with a RDA’s submission to the state plan and its subsequent updates.

2. **SCOPE OF WORK (RFP Section 3)**

Responses to this RFP need not address every item within the State Plan, but must be based on objectives, strategies and actions that can reasonably be accomplished over the term of the contract.

a. Identify the target region to be served. Name the county/counties, city or cities; describe the population, key demographics and the region’s top two or three economic drivers. Supporting documentation from local government supporting this designation is encouraged. (3.1)

The Target region consists of the City of Fallon, the counties of Churchill, Mineral and Pershing. The population of the Highway 95 RDA is approximately 35,802 with Churchill county with 24,341, Mineral with 4,694 and Pershing with 6,767. The key economic drivers in the region includes: agriculture, mining, defense-related, clean energy, manufacturing and tourism.

b. Identify and describe a basic plan for creating jobs in the region served that is linked to the State Plan for Economic Development. (3.2)

Such a plan must identify strategies and goals for:
- The creation and development of new businesses;
- The retention and expansion of existing Nevada companies; and
- The attraction and relocation or expansion of companies from outside our state.

Such a plan may include strategies and goals for:
- Development of key industry sectors
- Retention and expansion of existing Nevada businesses
- Workforce development
- Rural and community economic development
- Entrepreneurial and startup development

Highway 95 RDA will help coordinate with the local subcontracting entities, Churchill EDA, Pershing EDA, Mineral EDA the retention and expansion of the key industry sectors while working to attract similar industry sectors to locate or expand operations to the RDA region. Entrepreneurship is key for our rural communities to develop new businesses and jobs. The RDA will work with local workforce entities to develop new skills for our residents. We will also champion, in conjunction with the local governmental entities, community enhancements that will benefit those local communities and their citizens.

c. Briefly identify and describe two-year goals consistent with the plan for economic development which, at a minimum, must include:
The creation and development of new businesses;
The retention and expansion of existing Nevada companies; and
The attraction and relocation or expansion of companies from outside our state. (3.3)

The Hwy 95 RDA will work with subcontractors to create new start-ups in the communities and will work to market the area to businesses to re-locate of expand operations to the region. As a rural/suburban entity, a key mission is to help expand local businesses. Making our local communities responsive to expanding local business and to attract new companies to our region is key to our success in the next two years.

d. Identify and describe a plan to work regularly with and unify regional local governmental leadership and economic development staff, workforce development and other key organizations. (3.5)

Working closely with the City of Fallon, Churchill, Mineral and Pershing county officials is paramount to making the Highway 95 RDA and its subcontractors (CEDA, MCEDA and PCEDA) successful in accomplishing our mission and goals. The RDA and its subcontractors will work closely with Western Nevada Community College and the Small Business Development Center in helping both our citizens and business owners in developing better, new work skills and business skills.

e. Describe your organization’s track record in economic development, and briefly describe your organizational capacity necessary to carry out the plan for economic development.

The RDA has successfully integrated the three rural/suburban counties and its cities into a cooperative working entity dedicated to bringing expertise, ideas and resources to the subcontractors, their local governing entities to successfully create new-to-the-region jobs and industries as well as assisting local businesses to expand their operations and workforces.

3. COMPANY BACKGROUND AND REFERENCES (RFP Section 4)

Responses to this RFP should briefly address each of the following:

a. Organization type/structure (government, nonprofit, etc). (4.1.1)

   Local government (city of Fallon) is the lead entity

b. Organization background/history and why vendor is qualified to provide the services described in this RFP. (4.1.7)

   The vendor, the City of Fallon, is utilizing their economic development consultant, Bob Shriver, to act as the executive director of the RDA.
Nye County Regional Economic Development Authority (NCREDA)
Nevada Governor's Office of Economic Development
Request for Proposal No. 17-10
For

ECONOMIC DEVELOPMENT SERVICES

Release Date: May 2, 2017
Deadline for Submission and Opening Date and Time: May 12, 2017, at 10:00am

For additional information, please contact:
Steve Woodbury, Administrative Services Officer
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(TTY for the Hearing Impaired: 1-800-326-6868. Ask the relay agent to dial 7-775-687-9900/V.)

See Page 8, for instructions on submitting proposals.

Company Name: NCREDA
Person: Paul Miller

Address 1301 S. Hwy 160, 2nd Floor
City Pahrump
State NV Zip 89048

Telephone (775) 727-0716 Fax (775)

E-Mail Address: pmiller@doingbusinessinnye.net

I have read, understand and agree to all terms and conditions herein. Date: 11 May 2017

Signed: [Signature], Print Name & Title: Paul Miller, Executive Director.

Signed: [Signature], Print Name & Title: Allan Parker, NCREDA Board President.
1 Executive Summary

The Nye County Regional Economic Development Authority (NCREDA) was organized in 2012 as the economic development organization for Nye County. We completed incorporation as a non-profit, and formed a dynamic executive board from seven representatives of the county, including one from each of: the Nye County School District, NyE Communities Coalition (that manages the local Job Connect), the Town of Pahrump, the Towns of Amargosa/Beatty, Northern Nye County, Rural Nevada Development Corporation, and Nye County Administration. We have completed bylaws and membership recruitment processes, and most of the milestones established for the entity for the past years. NCREDA has implemented economic development strategies throughout Nye County as proposed in the county’s Comprehensive Economic Development Strategy (CEDS). NCREDA and the CEDS have aligned the county’s economic development objectives with the State Plan for Excellence in Economic Development and utilize the State Plan as the overarching guide for promoting economic development initiatives across the region.

During Fiscal Years (FY) 2014 and 2016, Nye County has turned over most of the economic development initiatives from the county to NCREDA. During that timeframe, both organizations instituted a unified economic development approach across the region through funding and support from the Governor’s Office of Economic Development to leverage to get in-kind support from local organizations and businesses throughout Nye County. Below are only some of the primary accomplishments of Nye County and NCREDA has accomplished over the last 2 years include:

1) Completion of the CEDS initiatives covering the county's six main population centers.
2) Development and expansion of NCREDA.
3) Implementation of a quarterly county-wide job and business fair representing business, job seekers, and resources for both businesses and jobseekers.
4) Coordination with NyE Communities Coalition develops a primary location for key potential employers/businesses with job seekers through a work employment office.
5) Implementation of an Environmental Workforce Development and Job Training Grant with NyE Communities Coalition ($175.00 EPA grant to be leveraged with other job training and employment readiness funding).
6) Annual Brownfields Revolving Loan Fund grants continue annually (4,000.00 to date) to promote economic redevelopment of contaminated private industry and community sites in Nye, Lincoln, Esmeralda, and White Pine Counties.
7) USDA Rural Development for a revolving loan fund that now has six (6) small business loans throughout the NCREDA region.
NCREDA’s vision, mission, objectives, and strategic initiatives will continue to be aligned (as appropriate) with the GOED Strategy. NCREDA will work closely with GOED to coordinate economic development efforts, learn from the successes and challenges of other Regional Development Authorities (RDAs), and proactively engage in coordination and cooperation among RDAs, consistent with Nye County’s CEDS.

Nye County, through NCREDA, stands ready to do its part by rising to the Governor’s challenge to create jobs in Nevada. In January 2017, the county employment was 14,835, as reported by the Nevada Department of Employment, Training and Rehabilitation (DETR).

2 Introduction
This proposal is being submitted in response to Request for Proposal (RFP) No. 17-10, Economic Development Services, released on May 2, 2017 by the State of Nevada Governor’s Office of Economic Development (GOED). Please note the RFP-required, signed Cover Page and Attachment A “Certification of Indemnification and Compliance with Terms and Conditions of RFP – Primary Vendor” are included at the beginning of this proposal.

The Nye County Regional Economic Development Authority (NCREDA) was organized in 2012 as the economic development organization for Nye County. We completed incorporation as a non-profit, formed a dynamic Executive Board, and now have a full time Executive Director. The Executive Board members formulate policy; take action based upon recommendations from technical consultants, general members, and other stakeholders, as appropriate.

In FY 2014, NCREDA proposed to use funding from GOED to pursue business growth by actively engaging in out of state businesses and international business relationships through GOED and local business partnerships. The goal was to seek out critical areas of real estate, industry, agriculture and renewable energy to bring into Nye County. Our new proposed metrics is more directed to job and business development, FY 2017-2018 as described herein and tabulated in the Strategy and Metrics Table (see pages 14-16).
3 Scope of Work
NCREDA proposes in the next 36 months (FY2017-2019) to stay on course with our initial eight major objectives, but directing our attention to business development, business retention and workforce employment. The expected outcomes associated with each initiative are expressed below.

3.1 Central Point of Contact for Economic Development Services
The Nye County Regional Economic Development Authority (NCREDA), created in December 2012, is comprised of a seven-member Executive Board (see Organizational Chart below). These three branches of NCREDA were identified as necessary components to maximize economic development processes including stakeholder and RDA communications. The individuals listed below comprise the seven-member board, and two alternates along with the Executive Director/President acting as the primary point of contact for NCREDA. The Executive Board members were identified from throughout the region, based on geographical and occupational criteria to ensure fair and equitable representation across the region, including:

1. President: Allan Parker (representative from business community)
2. Vice-President: Stacy Smith (representing workforce development)
3. Secretary: Salli Kerr (representative from Pahrump)
4. Treasurer: Mike Floyd (representing educational institutions)
5. Member: Joni Eastley (representative from northern Nye County, including Tonopah, Round Mountain, and Gabbs)
6. Member: David Spicer (representing Amargosa and Beatty Nevada)
7. Member: Open (representing Nye County Government)
8. Alt Member: Dina Erdag-Williamson (Business Owner, Pahrump)
9. Alt Member: Cassandra Selbach, (Valley Electric Co-op, Pahrump)
10. Executive Director and POC: Paul Miller
3.2 Lead all Economic Development Efforts

The development of NCREDA was to consolidate the county’s economic development efforts into a single entity which could actively and effectively pursue efforts and initiatives. This has been successfully executed and NCREDA has for the most part become NYE county’s primary point of contact for businesses looking to startup, expand or seek economic information about the region. Nye County Comprehensive Economic Development Strategy, economic development activities among the region’s communities, and other efforts and initiatives are still ongoing, but NCREDA as a central location to start.

The breakdown of economic development activities into eight elements allows for complex economic development issues to be addressed by qualified/interested stakeholders and for the development of solutions to these issues, which can be managed by the and Executive Boards. Using this tiered structure allows the Executive Board and Executive Director/President to act as the single contact and executing point for all economic development activities, while directly involving stakeholders in specific economic development activities.
3.3 Develop and Execute an Appropriate Economic Development Plan

NCREDA proposes to support the following objectives:

a) Identify relevant sector and cluster opportunities and a plan to create jobs in those relevant sectors.

NCREDA has and is making better business and job opportunities by increasing its partnership with USDA, SBDC, NYECC and Nye County government. The strategy has begun to provide more opportunities that Align and Support NYE County CEDS. The CEDS is used to identify target industries which could support economic development throughout the county. The CEDS document was approved by the U.S. Economic Development Administration (EDA) in August 2012 and is presently being updated by NCREDA to direct economic development efforts throughout the region. Although NCREDA will continue to work in the Key Target Sectors: clean energy; aerospace and defense; mining, materials and manufacturing; and tourism, gaming, and entertainment. We will also focus our efforts in joint operations with our partners in communities in NYE County. Using our partners we have already reached out to developers to promote the resources available within these townships and regions. To actively pursue local job and business development as well as improving local services necessary to support these businesses, such as housing and food options. The 2012 CEDS is presently in review and updating.

b) Identify and grow global opportunities for export of Nevada goods and services as well as foreign direct investment where relevant.

NCREDA has been, and will continue, working with investors to establish an EB-5 Regional Center to bring foreign investment into the county and coordinating with GOED to vet EB-5 leads. NCREDA will promote development of utility-scale renewable energy production facilities that export power into California. Additionally, through the CEDS process, existing manufacturers will be identified and targeted to increase exports from the NCREDA service area.

c) Identify opportunities to cooperate with Nevada's research institutions to advance innovation, commercialization, and technology transfer.

NCREDA intends to leverage Nye County’s documented history of cooperation with Nevada’s research institutions and has established relationships with each institution relevant to the NCREDA region. NCREDA routinely consults with the University of Nevada and Desert Research Institute campuses in Las Vegas and Reno on innovative energy storage and solar projects, and waste, water and air resource issues and has worked with the University of Nevada Reno (UNR) Small Business Development Center (SBDC) to encourage utility-scale solar developers to use local businesses and labor. NCREDA and its stakeholder partners will continue to leverage their relationships with renewable energy developers, transmission planning agencies, federal regulatory agencies, and other international research institutions.
d) **Identify workforce development requirements and develop plans to meet those needs.**

Nye County, NCREDA, and the NyE Communities Coalition have been working collaboratively to continue the Nye County Environmental Workforce Development and Job Training Grant awarded by the Environmental Protection Agency. The continued grant awarded in October 2016, will fund workforce development and training in Nye County’s growing industries. The workforce development team has been working with local businesses and industries to construct a training program and curriculum that will prepare program participants for high-paying jobs in renewable energy, environmental, and related sectors. Additionally NYECC has requested NCREDA help develop a job employment type agency (10 job in itself) to reach out to incoming business developers to do the screening processes for new employees. This we hope will be expanded to reach all to all of NYE County.

e) **Identify and advocate for necessary improvements to the region's business environment.**

NCREDA will maintain contact lists for existing businesses and business leads and maintain a record of the results of interactions with each contact. If the contact did not result in a positive outcome (retention or expansion of an existing business or entry of a new business into the region), NCREDA will attempt to determine the specific reasons behind decisions by existing companies to leave the region or by new, potential businesses to go elsewhere and will make corrections to the policies, regulations, or permitting requirements imposed on businesses. One of the past concerns by prospective businesses was the disjointed, local permitting process. NCREDA and Nye County have implemented a one-stop-permitting shop in Pahrump where businesses in need of permitting assistance and services can obtain all relevant county-specific information and submit permit applications. In 2015-2016, this one stop shop has been expanded to include NCREDA and the business planning and building inspection departments.

f) **Identify specific steps to start, expand, and recruit businesses to the region.**

NCREDA will continue to develop marketing materials consistent with the needs of the region on a local level and a sector/cluster level. NCREDA will make these materials available on its website (www.doingbusinesslnyec.net), which currently includes information on development sites for lease, business assistance, Nye County communities, the Nye County Brownfields Program, and renewable energy resource development. NCREDA will continue to work with the Small Business Development Center (SBDC) to nurture new and existing businesses and entrepreneurs. NCREDA has been working with developers to grow and expand housing and food services in the Tonopah area and have an active full time volunteer to reach out to businesses looking to startup or expand. NCREDA will continue to work with businesses in the target industries to attract them to expand existing operations throughout the county.

3.4 **Proposed Objectives**

NCREDA is an organization leading economic development efforts in the region. During FY 17 through FY 19, NCREDA will continue to make headway in partnership with USDA, SBDC, NYECC and Nye County government on the objectives listed below and to continue through FY 19.

- Business Recruitment
- Business Retention and Growth
- Sector Development
- Workforce to Jobs
International Opportunities
Regional Collaboration and Other Partnerships
Redevelopment
Government Affairs

Marketing, Branding, Recruitment

NCREDA will use the CEDS document as a guide to develop a consistent marketing message and unique brand that distinguishes its region from those in the surrounding area. The message and brand will be used to develop marketing materials for distribution to recruit business in specific target sectors located in Arizona, California, and Utah. Focused recruitment of new business and industry will be consistent with target sectors identified in the CEDS and aligned with the Governor’s Office for Economic Development strategy. NCREDA will coordinate and collaborate with GOED and other RDAs within Nevada to synergistically leverage and/or expand upon other marketing initiatives.

NCREDA will work with the county to update existing county websites, fact sheets, and other marketing materials to incorporate concepts developed in the updated CEDS and gain State-wide and national recognition of NCREDA. NCREDA will participate in regional and national conferences and trade shows with GOED and other Nevada regions to pool resources and recruit new businesses to each region. Finally, NCREDA will work with prospective new businesses to the area to facilitate siting, permitting, tax incentives, and related activities.

Expected Outcomes:
- Increased number of prospective businesses attracted to the NCREDA region (either through GOED or leads from our partner agencies, as well as leads that NCREDA finds).
- Increased number of businesses from targeted industries/sectors moving into the region from other states or countries.
- Increased employment of Nye County workers in the targeted industries/sectors moving into the region.

Business Retention and Growth

NCREDA, will continue with the Nye County’s initiative to evaluate the impact of county services on existing business enterprises throughout the county, promote business expansion and retention, and provide entrepreneurial support. The evaluations will be conducted through one-on-one interviews with local businesses. Information from these interviews will be compiled and reviewed on a quarterly basis with the NCREDA Board to determine what actions/services are necessary to retain and expand businesses and promote entrepreneurial enterprise development. NCREDA has established revolving loan fund program with United States Department of Agriculture (USDA) to facilitate short-term “bridge” funding and similar tools to assist small businesses. NCREDA will be responsible for facilitating these actions and providing or identifying providers for necessary services. NCREDA has been working with USDA and SBDC to identify various resources that can be consolidated into a public-private financing package to support housing development in areas experiencing growth due to target industry expansion.
**Expected Outcomes:**

- Improved coordination between local businesses and economic development support resources.
- Three to five existing businesses realizing expansion opportunities through access to the revolving loan program.
- Three to five new business start-ups within Nye County.
- Servicing of three to five loans to new business start-ups or existing small businesses within the NCREDA region.

**Sector Development**

NCREDA will continue to support cultivation and identified key target sectors for pursuit within the region, including: clean energy; aerospace and defense; mining, materials and manufacturing; and tourism, gaming, and entertainment. Development efforts in each Target Sector will be coordinated with and through the appropriate GOED Industry Specialist. Additionally, NCREDA has been pursuing other sectors, such as agriculture and hydroponics, and will work with local business, GOED, and communities in the region to advance these economic development opportunities in areas outside of the target sectors.

**Expected Outcomes:**

- Focused marketing efforts coordinated through GOED to attract business development and recruitment from at least four key target sectors identified in the CEDS (clean energy; aerospace and defense; mining, materials and manufacturing; and tourism, gaming, and entertainment).
- Increased number of prospective businesses attracted to the NCREDA region.
- Three to five existing businesses from key target sectors (as established in the CEDS) recruited to Nye County.
- Three to five new businesses established in Nye County related to the key target sectors identified in the CEDS.

**Workforce to Jobs**

NCREDA will use a combination of information obtained during the CEDS update in 2017, to process its Workforce Team comprised of representatives from organizations such as Nye County, Great Basin College, Nye County School District, Workforce Connections, NyE Communities Coalition, and other workforce development stakeholders to formulate an action plan to: 1) improve graduation rates among high school, vocational, and higher-education students; 2) align training with employment opportunities consistent with NCREDA’s economic development and
diversification efforts; and 3) identify how many trained students obtained jobs in their field of study. Additionally, the action plan will review complementary programs offered by each training entity within the region to avoid duplication of training and maximize the benefit to potential employers throughout the region from each program. In 2016, Nye County and the Nye Community Coalition were awarded a $175,000 for Environmental Workforce Development and Job Training grant by the Environmental Protection Agency to support training in environmental and related specialties, such as clean energy. Nye County, NCREDa, and the NyE Communities Coalition were also awarded a 1 million dollar grant for Work Force Development in Nye County.

Expected Outcomes:
- Improved coordination between local businesses, educational institutions, and workforce development representatives.

International Opportunities
NCREDa, working in corporation with GOED’s International Department, will work with local businesses to promote opportunities to export goods and services, improve regional competitiveness, and attract more foreign direct investment. NCREDa will continue to work to attract an EB-5 Regional Center to the region and pursue similar opportunities.

Expected Outcomes:
- Increased export opportunities for businesses operating in the region.

Regional Collaboration and Other Partnerships
Nye County empowered its communities to establish funding mechanisms (such as a portion of hotel room taxes) to support local economic development initiatives. Coordinating economic development efforts, particularly among communities with complementary goals and objectives (as identified in the CEDS document), available revenues may be consolidated to accomplish greater sub-regional industry sector development. Additionally, the Regional Collaboration and Other Partnerships Team can coordinate grant applications and other funding initiatives within NCREDa region and USDA, SBDC and RNDC.

NCREDa, through its relationship with Nye County, has an active grant research and development team in place, and the team is available to assist other regions or State entities. With appropriate funding from the State, NCREDa can access that capacity to benefit the entire State by providing grant notices, coordinating applications, and assisting with grant applications and submittals.
Expected Outcomes:
- Improved relationships and team building among local jurisdictions, neighboring RDAs, and other economic and community development entities with similar and/or complementary missions.
- Enhanced economic development opportunities throughout the region and state.

Redevelopment
NCREDA’s with Nye County’s established Brownfields Program to continue to promote redevelopment of former landfills, mine-scarred lands, and other blighted or otherwise underutilized properties. Nye County has successfully garnered more than $4,000,000 in direct funding and technical assistance since 2012, through the U.S. Environmental Protection Agency and Nevada’s Division of Environmental Protection to promote redevelopment of private property. The county’s efforts have gained national accolades from EPA Region 9 and attracted renewable energy companies to initiate the development of production facilities in the county...

Expected Outcomes:
- Develop capacity to manage a revolving loan fund.
- Market the availability of the revolving loan fund for cleanup activities to area businesses and property owners.
- Enhance the marketability of previously contaminated properties.
- Create database of remediated properties ready for development.

Government Affairs
NCREDA Executive Board will serve as advocates for businesses at public meetings and conference venues. Additionally, they will work with Nye County to sponsor Bill Draft Requests to provide authority within strictly defined boundaries, and to counties on a State-wide basis for the provision of incentives to new and existing businesses.

Expected Outcomes:
- Increased local capacity to provide incentives to new and existing businesses through coordination with State departments and governing bodies.

3.5 Win/Loss Analysis
NCREDA will report win/loss data as under 3.3.f NCREDA will maintain contact lists for existing businesses and business leads and maintain a record of the results of interactions with each contact. If the contact did not result in a positive outcome
(retention or expansion of an existing business or entry of a new business into the region), NCREDA will attempt to determine the specific reasons behind decisions by existing companies to leave the region or by new, potential businesses to go elsewhere and make corrections to that process.

**Broader Plans**
NCREDA is supporting economic development throughout the county and the surrounding region will remain consistent with the Vision (“A vibrant, innovative, and sustainable economy”) and Mission (“High Quality Jobs for Nevadans”) expressed in the State’s economic development plan. Additionally, the State’s plan emphasizes the need for RDAs to be nimble and flexible, thus NCREDA will use its existing, established relationships both within the county’s geo-political boundaries, and with its partners throughout the State, to take immediate advantage of opportunities as they arise. NCREDA will use its partnerships with USDA, SBDC NYECC and Nye County to keep the momentum of the initiatives it has undertaken over the last two years to continue expanding business, industry, and workforce opportunities in its target sectors (clean energy; aerospace and defense; mining, materials and manufacturing; and tourism, gaming, and entertainment) and related service areas.

**Performance Measurements**
NCREDA will be responsible for tracking the metrics listed below, in addition to those required by GOED, to evaluate performance for each of the activities outlined under 3.4 (“Proposed Objectives”). The List of Metrics and the Performance Measurements will be incorporated into the quarterly report to GOED.

Nye County established the following goals:
- Goal 1: Create New Business Development and Jobs
- Goal 2: Refine the Regional Strategy
- Goal 3: Identify and Implement Plans, Projects, and Programs

Goals 1 has been accomplished through the formation of NCREDA, Goal 2 the prioritization of Nye County CEDS update project, and the approval of the CEDS document by the U.S. Economic Development Administration is still in progress. Under Goal 3, NCREDA identified and implemented several plans, projects, and programs. NCREDA, in FY13 – FY16 has worked with and developed 57 local businesses providing initial business counseling to business plan development, to actual business location and startup funding. In addition has assisted 12 out of state or international business who were interested in potential business development in Nye County. NCREDA also worked with NyE Communities Coalition, whose Executive Director sits on the NCREDA Board, has established a Quarterly job fair to expedite matchmaking between county businesses and job seekers.

NCREDA intends to expand on Goal 3 over the next two years by increasing business and job growth development identified under 3.4 (“Proposed Objectives”). NCREDA will track and evaluate the GOED metrics and NCREDA metrics below to demonstrate progress toward expanding economic opportunities throughout the region:
GOED Metrics

- Number of start-up businesses assisted, the number of associated jobs, and a brief description of the assistance
- Number of existing businesses assisted, the number of associated jobs, and a brief description of the assistance
- Number of leads for business relocations or expansions into Nevada from outside the state
- Number of qualified prospects for business relocations or expansions into Nevada from outside the state
- Number of site visits by prospective businesses
- Number of successful relocations
- Number of qualified prospects deciding not to locate in Nevada and primary reasons for that decision
- Number of businesses assisted in obtaining workforce training grants or programs
- Number of businesses assisted with international exports and a brief description of that assistance
- Number of connections made between existing businesses and foreign investors and a brief description of those connections
- Number of businesses assisted with establishing sponsored research projects at an institution within the Nevada System of Higher Education, government contractors, business and other academic institutions, and a brief description of that assistance
- Number of referrals from the regional development authority to other regional development authorities of opportunities that the referring development authority does not pursue.

NCREDA Metrics

- Unemployment rate status
- Job growth by Sector

- NCREDA share of sector by percentage in Nevada
- Exports
- Foreign direct investment
- Number of new businesses
- Percentage of Nye County-based workforce training program participants employed in County/State
- Job growth
- Wages and salaries
- Economic impact and growth
- Business recruitment
- Number of NCREDA leads applying for Catalyst Fund incentives
Lincoln County Regional Development Authority (LCRDA)
Nevada Governor’s Office of Economic Development
Request For Proposal No. 17-10
For

ECONOMIC DEVELOPMENT SERVICES

Release Date: May 2, 2017
Deadline for Submission and Opening Date and Time: May 12, 2017 @ 10:00am

For additional information, please contact:
Steve Woodbury, Administrative Officer
scwoodbury@diversifynevada.com
(775) 687-9900
(TTY for the Hearing Impaired: 1-800-326-6868.
Ask the relay agent to dial 7-775-687-9900/V.)

Company Name _Lincoln County Regional Development Authority_

Contact Person _Mike Baughman, Ph.D., CEcD, Executive Director_

Address _P.O. Box 851 _ City _ Caliente _______ State _NV____ Zip _89008_

Telephone (775) _315-2544_____________ Fax (___) ___ N/A________

E-Mail Address: ______________ mikebaughman@charter.net

I have read, understand, and agree to all terms and conditions herein. Date _5/11/2017___

Signed ______________________ Print Name & Title  Mike Baughman, Exec. Director
Scope of Work

Target Region to Be Served
Services will be provided within the 10,600 square mile area encompassing Lincoln County and it's only incorporated City, Caliente. The 2010 U.S. Census estimated Lincoln County’s population at 5,348. According to Census estimates, the Lincoln County population grew by 28.3 percent between 2000 and 2010. The Nevada State Demographer's Office estimated in March 2017 that Lincoln County’s population will decline from 5,057 in 2016 to 4,814 in 2021, a total reduction of 4.8 percent. This decline is in part believed to be associated with the out-migration of young persons who leave the County following graduation from high school to attend college or seek employment elsewhere. Comparatively, the State of Nevada is projected by Nevada’s State Demographer to grow by nearly 6.3 percent during the period 2016 through 2021.

During 2016, the average annual earnings in Lincoln County were $45,532 which was just 85 percent of the Nevada average of $53,597. High paying sectors include Transport by Rail with employee compensation per employee of $94,000, Water, Sewage, etc. at $78,600, Employment and Payroll Only, Federal Government at $75,600, and Other State and Local Government Enterprises at $73,100. Collectively, these economic sectors employed an estimated 106 persons during 2010. These data underscore the importance of employment with and for (as contractors) the Union Pacific Railroad, particularly in the Caliente area where a significant rail corridor maintenance presence by UPRR is found.

The 2010 U.S. Census estimated Lincoln County’s population at 5,348. According to Census estimates, the Lincoln County population grew by 28.3 percent between 2000 and 2010. The Nevada State Demographer's Office estimated in March 2017 that Lincoln County’s population will decline from 5,057 in 2016 to 4,814 in 2021, a total reduction of 4.8 percent. This decline is in part believed to be associated with the out-migration of young persons who leave the County following graduation from high school to attend college or seek employment elsewhere. Comparatively, the State of Nevada is projected by Nevada’s State Demographer to grow by nearly 6.3 percent during the period 2016 through 2021.

Services Offered
Consistent with the April 2017 Lincoln County Comprehensive Economic Development Strategy (CEDS), the Lincoln County Regional Development Authority (LCRDA) proposes to work on the following regional economic development initiatives during the period of July 1, 2017 through June 30, 2019:

Leadership Development
Planned Inputs/Activities
- LCRDA will continue to retain a highly qualified Executive Director whom has been recognized by the International Economic Development Council as a Certified Economic Developer (CEcD).
• The nine-member LCRDA Board of Directors will continue to volunteer their time to oversee and provide strategic guidance to the activities undertaken by the Authority.
• LCRDA will make semi-annual presentations to the Board of Lincoln County Commissioners and to the Caliente City Council on the economic development activities of the Authority.
• The LCRDA Executive Director will attend at least one International Economic Development Council Conference.
• LCRDA will maintain an Investor Partnership Program to secure private funding and engage private firms in the activities of LCRDA.
• LCRDA will provide minutes of its meetings to the Lincoln County Record each quarter.

Desired Outputs/Outcomes
• LCRDA will be run professionally.
• The credibility and effectiveness of LCRDA economic development initiatives will be enhanced.
• LCRDA activities and priorities will be informed through the counsel of key business and community leaders.
• LCRDA will be the central point of contact for the Nevada Governor’s Office of Economic Development (GOED), USDA Rural Development Administration, Economic Development Administration, other agencies and the public for economic development services and information within Lincoln County and the City of Caliente.
• Members of the Board of Lincoln County Commissioners and the Caliente City Council will better understand the local economic development process, initiatives and outcomes.
• Support for LCRDA economic development initiatives among members of the Board of Lincoln County Commissioners and Caliente City Council members and others in the County will be enhanced.
• LCRDA’s Corporate Partners will be increased to five or more.
• Total funds provided by Corporate Partners will be increased to $3,000.

Workforce Development
Planned Inputs/Activities
• Coordination with Department of Employment, Training and Rehabilitation (DETR)
• Coordination with Governor’s Office of Economic Development (GOED) Train Employees Now (TEN) program staff.
• Coordination with major employers in the County to identify employee retention, attraction and training needs, opportunities and constraints.
• Assist other parties to implement recommendations in 2009 Lincoln County Labor Market Survey Report.
• Coordination with UNR Cooperative Extension Staff Regarding Employment Skills Development and Job Training Initiatives in Lincoln County

Desired Output/Outcomes
• Identification of labor requirements and issues at major Lincoln County employers.
• Identification of workforce training services and other technical support available through DETR, the Lincoln County School District and GOED.
• Accurate characterization of existing Lincoln County labor market conditions.
• Reduced unemployment rate in Lincoln County.
• Local availability and provision of workforce training/education opportunities.

Community Capacity Building

Planned Inputs/Activities
• Identification of technical assistance and infrastructure grant opportunities.
• Development, submission and defense of technical assistance and infrastructure grant applications.
• Coordination with Lincoln County, Lincoln County Power District #1, Alamo Power District #3, Alamo Sewer and Water GID, and the Town of Alamo regarding continued development, parceling and infrastructure development within the Alamo Industrial Park.
• Coordination with the City of Caliente regarding further infrastructure development at the Meadow Valley Industrial Park.
• Coordination with the Bureau of Land Management to encourage long-term pinyon-juniper thinning contracts.
• Coordination with SNWA regarding location of water project related facilities in Lincoln County.
• Continued coordination with Nevada’s congressional delegation to secure passage of federal legislation which contains Lincoln County Commission requested amendments to the Lincoln County Land Act and the Lincoln County Conservation, Recreation and Development Act and which authorize BLM to utilize land sale proceeds to plan and implement pinyon-juniper thinning projects in Lincoln County; remove land use constraints facing the Meadow Bay Gold Company at the Atlanta Mine site; and enable Lincoln County to use LCLA/LCCRDA land sale proceeds to fund economic development activities.
• Encourage the Board of Lincoln County Commissioners and the Caliente City Council to nominate approximately 3,000 acres of BLM administered land annually for disposal pursuant to the Lincoln County Conservation, Recreation and Development Act.
• Encourage local, state and federal initiatives to transfer federally administered land in Lincoln County to the State of Nevada and local governments.

Desired Output/Outcomes
• Enhanced understanding of and greater level of participation in economic development activities by County officials, existing business owners/managers, land owners and others in Lincoln County.
• Adoption by LCRDA, the City of Caliente and the Board of Lincoln County Commissioners of a FY 2018 Comprehensive Economic Development Strategy (CEDS) Annual Update.
• Reaffirmation by the Economic Development Administration as to Qualification of Lincoln County and the City of Caliente to receive EDA Technical Assistance and Infrastructure Grants
• Award of one or more economic development related technical assistance or infrastructure grants applied for by LCRDA, Lincoln County and/or the City of Caliente.
• Parceling and infrastructure development within the Alamo Industrial Park.
• Identification of funding sources for development of rail siding and rail-to-truck trans-loading capability at the Meadow Valley Industrial Park.
• Agreement by BLM to enter into a long-term Stewardship Agreement with LCRDA for thinning of up to 10,000 acres of pinyon-juniper woodlands annually in Lincoln County.
• Commitments from developers of major utility infrastructure such as SNWA to locate support facilities in Lincoln County.
• Identification of markets for Lincoln County derived biomass and agricultural products.

**Existing Business Development**

**Planned Inputs/Activities**
• Continue LCRDA funding to University of Nevada Small Business Development Center for assistance to entrepreneurs in Lincoln County.
• Coordination with SBA to ensure that Lincoln County maintains its designation as an SBA designated HubZone area.
• Cooperate with GOED and SBA in planning and holding a procurement outreach forum for small Lincoln County businesses in the County.
• LCRDA assistance to entrepreneurs interested in becoming SBA HubZone certified.
• Coordination with University of Nevada Cooperative Extension staff regarding entrepreneurial opportunities for agricultural and horticultural products sales.
• Coordination with developers of Coyote Springs regarding opportunities for Lincoln County entrepreneurs to develop businesses to supply products and services supporting development at Coyote Springs.
• Meetings with existing business owners/managers to identify existing operating constraints and opportunities.
• Meetings with managers and procurement staff of DOE and DOD prime contractors to encourage use of Lincoln County vendors at Nellis Air Force Base and Nevada National Security Area (formerly Nevada Test Site).
• Continued coordination with the Nevada Division of Child and Family Services regarding making maximum use of Caliente Youth Center (CYC) facilities.

**Desired Outputs/Outcomes**
• Enhanced decision-making by local entrepreneurs.
• Start-up of 2-3 new small businesses in Lincoln County.
• Awareness among entrepreneurs of opportunities to supply developers of projects in Lincoln County with products and services.
• Increased sales by Lincoln County businesses to federal agencies operating within the County.
- Reduced number of small business failures in Lincoln County.
- Increased number of small business expansions in Lincoln County.
- Increased employment in Lincoln County.
- Stable funding and employment levels at the CYC related C.O. Bastian High School operated for the State of Nevada by the Lincoln County School District.

**Recruiting**

Planned Inputs/Activities

- Coordination with GOED regarding leads and prospect/client portfolios.
- Attendance at two trade shows/conferences which target the following industrial sectors:
  - Small California manufacturers
  - Utility scale solar energy developers
  - Biomass energy developers
  - Biofuels
  - Biochemicals
- Update marketing collateral materials as required (i.e. brochures/fact-sheets, Power Point presentations).
- Contract for targeted marketing campaign(s).
- Lead management/follow up/information fulfillment.
- Site and other visits with clients.
- Assistance to clients with local, state and federal permitting agency coordination.
- Assistance to clients in developing and defending applications for GOED incentives.

**Desired Outputs/Outcomes**

- LCRDA targeted industrial marketing initiative(s) fully integrated with and informed by GOED marketing initiatives.
- Increased number of GOED generated leads with interest in Lincoln County.
- Increased number of LCRDA generated leads.

**Regional Development Initiatives**

Planned Inputs/Activities

- Coordination with Mesquite Business Alliance and Las Vegas Global Alliance for Economic Development (LVGAED) regarding development of the Lincoln County Land Act (LCLA) and Coyote Springs areas.
- Coordination with the Nevada Pinyon-Juniper Partnership and White Pine County regarding industrial utilization of pinyon-juniper biomass derived from Bureau of Land Management lands.
- Coordination with LVGAED, Clark County and Nye County regarding retention/expansion of Department of Energy missions at the Nevada Test Site and the Department of Defense missions on the Nellis Testing and Training Range; the Nellis Bombing and Gunnery Range; the Groom Lake Operating Area and the Department of Energy Yucca Mountain Geologic Repository.
• Coordination with major casino/hotel establishments in the Las Vegas area to enhance market opportunities and demand for agricultural products and food products produced in Lincoln County.

• Coordination with GOED and representatives of Faraday Future and other industries locating at the Apex Industrial Area regarding the provision of employee housing and siting of cluster industries at Coyote Springs.

Desired Outputs/Outcomes

• Establishment of a cooperative initiative with Mesquite Business Alliance and Las Vegas Global Alliance for Economic Development for marketing development opportunities in the LCLA and Coyote Springs areas.

• Identification of purchasers and increased demand for biomass derived from public land in Lincoln County.

• Purchases by major casino/hotel establishments in the Las Vegas area of agricultural products and food products produced in Lincoln County.

• Increased employment of Lincoln County residents at the Nevada National Security Area; Nellis Testing and Training Range; the Nellis Bombing and Gunnery Range and at the Groom Lake Operating Area.

Infrastructure

Planned Inputs/Activities

• Identify sources of and assist in securing grant and other funding for the following infrastructure projects:
  o Water line serving the Alamo Airport
  o Downtown revitalization in the City of Caliente
  o Visitor related facilities to support mountain bike related and other visitors to Lincoln County
  o Telecommunications towers and related equipment in Caliente and other Lincoln County locales
  o Upgraded broadband and other high-speed data transfer capacity
  o Improvements to the Alamo Industrial Park including Hwy 93 access, grading and drainage improvements, water and sewer systems, electric service and capacity upgrades
  o Improvements to the Meadow Valley Industrial Park including water and sewer, interior roads and rail access
  o Truck to rail trans-loading facility on City-owned land south of the Meadow Valley Industrial Park
  o Renovation of the Caliente City Hall

Desired Outputs/Outcomes

• Assist with development of one or more grant applications for infrastructure funding
• Secure funding for one or more infrastructure projects
**Program Management/Administration**

**Planned Inputs/Activities**
- Monthly meetings of the LCRDA Board of Directors.
- Quarterly reporting to Nevada Governor’s Office of Economic Development (GOED).
- Lincoln County administration of LCRDA funds.
- Quarterly reporting to USDA Rural Development Administration.
- Lincoln County will include audit of LCRDA within annual County audit.
- LCRDA will develop, negotiate and administer contracts for professional services and technical assistance.
- LCRDA agendas posted pursuant to Open Meeting Law.
- LCRDA agendas provided to GOED.
- LCRDA meeting minutes provided to GOED.

**Desired Outputs/Outcomes**
- Increased public awareness of LCRDA meetings and activities.
- Fiscal accountability and openness.
- Compliance in fulfilling GOED contract requirements.
- Effective contractor/project management.

**Performance Measures**
In addition to the Desired Outputs/Outcomes described above, the following metrics and accountability measures, will be monitored and reported on a quarterly basis and in a form prescribed by GOED on a quarterly basis:
- Number of start-up businesses assisted, the number of associated jobs, and a brief description of the assistance
- Number of existing businesses assisted, the number of associated jobs, and a brief description of the assistance
- Number of leads for business relocations or expansions into Nevada from outside the state
- Number of qualified prospects for business relocations or expansions into Nevada from outside the state
- Number of site visits by prospective businesses
- Number of successful relocations
- Number of qualified prospects deciding not to locate in Nevada and primary reasons for that decision
- Number of businesses assisted in obtaining workforce training grants or programs
- Number of businesses assisted with international exports and a brief description of that assistance
- Number of connections made between existing businesses and foreign investors and a brief description of those connections
- Number of businesses assisted with establishing sponsored research projects at an institution within the Nevada System of Higher Education, government contractors, business and other academic institutions, and a brief description of that assistance
• Number of referrals from the regional development authority to other regional development authorities of opportunities that the referring development authority does not pursue.

In addition, other basic measures of performance by LCRDA in assisting to implement the Nevada State Plan for Economic Development will be monitored and reported to the LCRDA Board of Directors on a periodic basis and will include the following:
• DETR reported employment levels in Lincoln County
• DETR reported unemployment rate in Lincoln County
• Quarterly monitoring of Department of Taxation reported sales and use tax collections in Lincoln County
• Year to year monitoring of assessed valuation of real property in Lincoln County

Reporting Requirements
In addition to the reporting described in the Services Offered section above, LCRDA will submit quarterly reports to GOED by the 10th day after the end of each quarter which will address each of the following:
• A description of each activity undertaken with funding provided pursuant to the contract;
• The amount of total funding and the amount of state funding used for each such activity;
• Accomplishments achieved during the quarter;
• A statement of the benefit provided to the public during that quarter; and
• An analysis of the work needed to be accomplished in the next quarter in order to continue progress toward stated goals, including the jobs goal.

LCRDA Background and References

Qualifying Vendor Information

Organization Type
LCRDA is a unit of local government established through an interlocal agreement between Lincoln County, Nevada and the City of Caliente, Nevada. Nevada Revised Statutes 277.080 and 277.170 inclusive of the Interlocal Cooperation Act, provides that any power, privilege, or authority exercised or capable of exercise by the public agency of the State of Nevada may be exercised jointly with any other public agency of the State. A copy of the Interlocal Agreement establishing the Lincoln County Regional Development Authority is included as Attachment B.

Disclosures
LCRDA is not a party to any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or pending investigation nor has LCRDA ever been judged guilty or liable with the State of Nevada.