

DOC # 0807819
08/22/2012 01:16 PM Deputy: PK

OFFICIAL RECORD
Requested By:
DC/COUNTY MANAGER

Assessor's Parcel Number: N/A

Date: AUGUST 22, 2012

Recording Requested By: _____

Name: NIKKI SCHMIDT, COUNTY MGR'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 36 Fee: 0.00
BK-0812 PG- 5334 RPTT: 0.00



CONTRACT #2012.181

(Title of Document)

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FILED

No. 2012 181

2012 AUG 22 AM 10: 24

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY

AND

NEXLEVEL INFORMATION TECHNOLOGY, INC.
6829 FAIR OAKS BLVD., SUITE 100, CARMICHAEL, CA 95630
906-692-2000/916-692-2022

TESTED THIRAN CLERK
BY [Signature]

This Contract for Services by an Independent Contractor (the "Contract") is made by and between Douglas County, Nevada, a political subdivision of the State of Nevada, through its authorized agent, the Douglas County Manager (the "County"), and NexLevel Information Technology, Inc., ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that he is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

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

1. DOCUMENTS INCORPORATED. The following exhibits are by this reference incorporated herein and are made part of this Contract:

- Exhibit A - General Conditions for Contract
Exhibit B - Scope of Work

Except as otherwise specifically provided herein, no other documents shall be part of this Contract.

2. WORK TO BE PERFORMED. Except as otherwise provided in this contract, Contractor shall furnish all services, equipment, and materials and shall perform all operations necessary and required to carry out and perform in accordance with the terms and conditions of the Contract the work described in Exhibit B.

3. PERIOD OF PERFORMANCE. Contractor shall perform and complete all work by January 31, 2013, as set forth in Exhibit B. The time periods set forth in Exhibit B may only be altered by the parties by a written agreement to extend the period of performance or by termination in accordance with the terms of the Contract. Contractor shall begin performance upon receipt of a Notice to Proceed from the County.

4. COMPENSATION. Contractor agrees to perform the work and shall be paid in accordance with the provisions of Exhibit B. Unless otherwise provided in Exhibit B or unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. Requests for payment shall be submitted no later than fifteen (15) days after the end of each month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide the following with each request for payment:

1. Appropriate invoice forms. The forms shall include the project purchase order number, a listing of personnel hours and billing rates, and other expenditures for which payment is sought.
2. A progress report. The report shall include, for each monthly reporting period, a description of the work accomplished, problems experienced, upcoming work, any extra work carried out, and a schedule showing actual expenditures billed for the period, cumulative total expenditures billed and paid to date under the Contract, and a comparison of cumulative total expenditures billed and paid to the approved budget.

The County will pay for work satisfactorily completed by Contractor. The County will pay Contractor within 30 days of approval by the County of the submitted invoice forms and progress reports. No payments will be made by the County until the invoice forms and progress reports have been submitted and approved. The parties expressly agree that progress payments shall not exceed the amounts for any particular task or phase of work set forth in Exhibit B and may be made in accordance with General Condition ¶ 14.

5. EFFECTIVE DATE OF CONTRACT. This contract shall not become effective until and unless approved by the Douglas County Manager.

6. NOTICES. All notices, requests, or approvals required or permitted to be given under this Contract shall be in writing, shall be sent by hand delivery, overnight carrier, or by United States mail, postage prepaid, and registered or certified, and shall be addressed to:

COUNTY REPRESENTATIVE: Christine Vuletich, Assistant County Manager/CFO
P.O. Box 218
Minden, NV 89423

CONTRACTOR REPRESENTATIVE: Terry Hackelman, Managing Principal
NexLevel Information Technology, Inc.
6829 Fair Oaks Blvd., Suite 100
Carmichael, CA 95630

Any notice required or permitted under this Contract, if sent by United States mail, shall be deemed to be given to and received by the addressee thereof on the third business day after being deposited in the mail. The County or Contractor may change the address or representative by giving written notice to the other party.

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

Dated: August 16, 2012.


DOUGLAS COUNTY



Lee Bonner, Chairman
~~Steve Mokrohisky, County Manager~~

Dated: August 6, 2012.

NexLevel Information Technology, Inc.

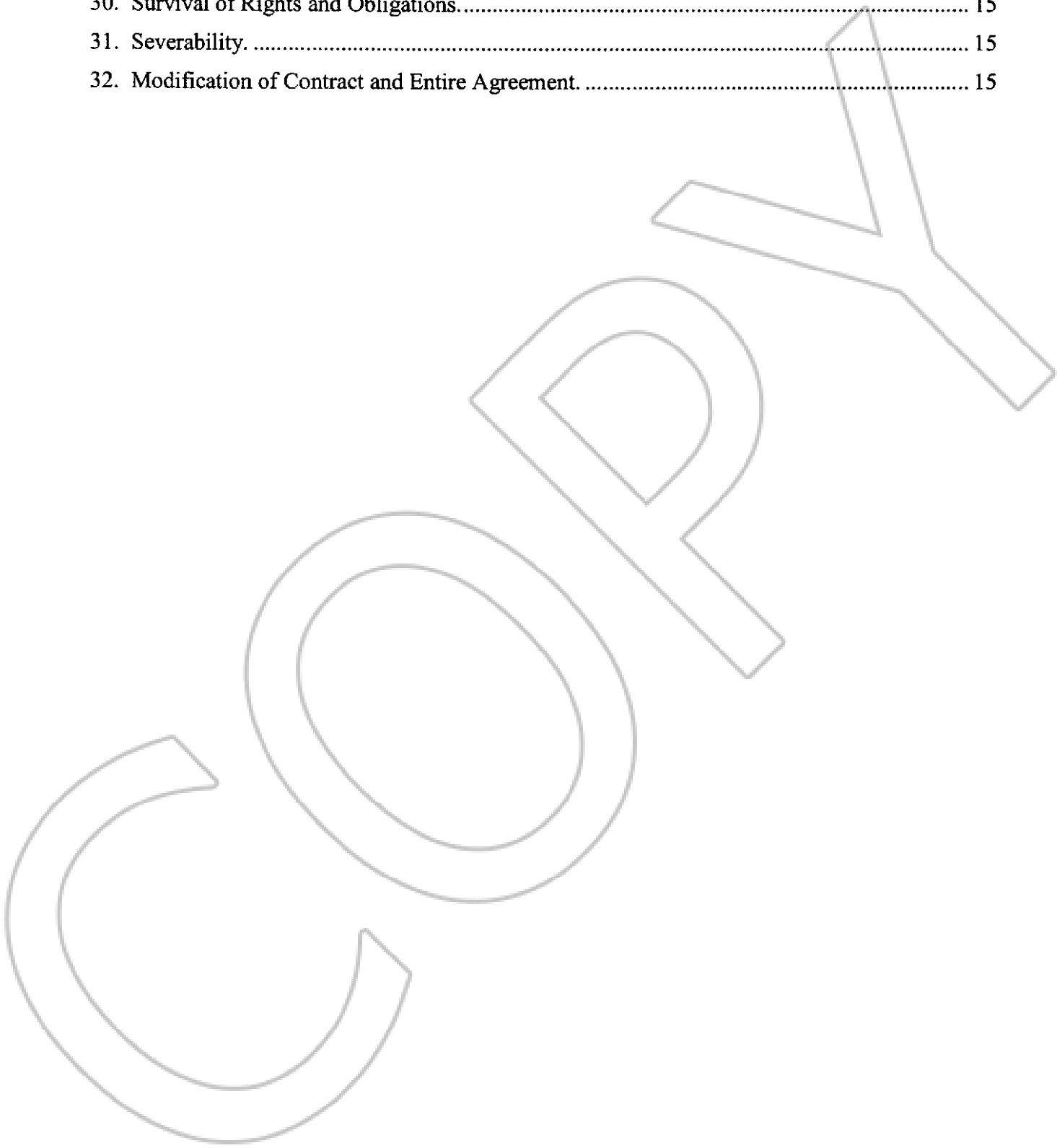


Terry Hackelman, Managing Principal

**EXHIBIT A
GENERAL CONDITIONS**

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1. Definitions.

Unless otherwise required by the context, "Contractor" includes any of the Contractor's consultants, subconsultants, contractors, and subcontractors

Unless otherwise required by the context or unless no County Representative is designated under General Condition ¶ 4 of this Contract, "County" means the person designated under General Condition ¶ 4 of this Contract.

2. Independent Contractor Status and Provision of Workers Compensation Coverage.

The parties agree that Contractor shall have the status of and shall perform all work under this contract as an independent contractor, maintaining control over all its consultants, subconsultants, contractors, or subcontractors. The only contractual relationship created by this Contract is between the County and Contractor, and nothing in this Contract shall create any contractual relationship between the County and Contractor's consultants, subconsultants, contractors, or subcontractors. The parties also agree that this Contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 300.700, as necessarily adapted, to the parties, including that Contractor is not a County employee and that there shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employees' retirement system;
- (5) Accumulation of vacation leave or sick leave provided by the County; and
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

If applicable (and Contractor bears the sole responsibility for producing proof satisfactory to the County that these provisions are not applicable to Contractor), Contractor further agrees, as a precondition to the performance of any work under this Contract and as a precondition to any obligation of the County to make any payment under this Contract, to provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees, prior to commencing any work under the Contract, to complete and to provide the following written request to the qualified insurer:

(Company Name) has entered into a contract with Douglas County to perform work from (starting date) to (ending date) and requests that the qualified insurer provide to Douglas County 1) a certificate of coverage and 2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain. The certificate and notice should be mailed to:

Douglas County Manager
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire



term of the Contract. If Contractor does not maintain coverage throughout the entire term of the Contract, Contractor agrees that County may, at any time the coverage is not maintained by Contractor, immediately order the Contractor to stop work and may immediately suspend or terminate the Contract. For each six month period this Contract is in effect, Contractor agrees, prior to the expiration of the six month period, to provide another written request to a qualified insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six month period, then Contractor agrees that County may order the Contractor to immediately stop work and may immediately suspend or terminate the contract. In the event of an immediate suspension or termination under this provision, Contractor is entitled to receive all amounts due and not previously paid to Contractor for work satisfactorily completed in accordance with the terms of the Contract prior to the date of the suspension or termination. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work. In addition, the provisions of ¶ 10 shall apply in the case of a suspension or termination in accordance with this paragraph.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that the Contractor is a sole proprietor and that:

1. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
2. Is otherwise in compliance with those terms, conditions and provisions.

3. Standard of Care.

Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this Contract. Contractor warrants that all work shall be performed with the degree of professional skill, care, diligence, and sound practices and judgment which are normally exercised by recognized professional firms with respect to services of a similar nature. It shall be the duty of Contractor to assure at its own expense that all work is technically sound and in conformance with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, or other requirements. In addition to all other rights which the County may have, Contractor shall, at its own expense and without additional compensation, re-perform work to correct or revise any deficiencies, omissions, or errors in the work or the product of the work or which result from Contractor's failure to perform in accordance with this standard of care. Any approval by the County of any products or services furnished or used by Contractor shall not in any way relieve Contractor of the responsibility for professional and technical accuracy and adequacy of its work. County review, approval, or acceptance of, or payment for, any of Contractor's work under this contract shall not operate as a waiver of any of the County's rights or causes of action under this Contract, and Contractor shall be and remain liable in accordance with the terms of the Contract and applicable law.

Contractor shall furnish competent and skilled personnel to perform the work under this Contract. The County reserves the right to approve key personnel assigned by Contractor to perform work under this Contract. Approved key personnel shall not be taken off of the project by Contractor without the prior written approval of the County, except in the event of termination of employment. Contractor shall, if requested to do so by the County, remove from the job any personnel whom the County determines to be incompetent, dishonest, or uncooperative.

4. County Representative.

The County may designate a County representative for this Contract. If designated, all notices, project materials, requests by Contractor, invoice forms, and progress reports, and any other communication about the Contract shall be addressed or be delivered to the County Representative.

5. Changes to Scope of Work.

The County may, at any time, by written order, make changes to the general scope, character, or cost of this Contract and in the services or work to be performed, either increasing or decreasing the scope, character, or cost of Contractor's performance under the Contract. Contractor shall provide to the County within 10 calendar days, a written proposal for accomplishing the change. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the County to be able to adequately analyze the proposal. The County will then determine in writing if Contractor should proceed with any or all of the proposed change. If the change causes an increase or a decrease in Contractor's cost or time required for performance of the Contract as a whole, an equitable adjustment shall be made and the Contract accordingly modified in writing. Any claim of Contractor for adjustment under this clause shall be asserted in writing within 30 days of the date the County notified Contractor of the change.

When changes are requested by Contractor, Contractor shall, before any work commences, estimate the effect of the proposed changes on the cost of the Contract and on the work schedule and notify the County in writing of the estimate. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the County to be able to adequately analyze the proposal. The County will then determine in writing if Contractor should proceed with any or all of the proposed changes.

Except as provided in this paragraph, no change shall be implemented by Contractor unless the change is approved by the County in writing. Unless otherwise agreed to in writing, the provisions of this Contract shall apply to all changes. Verbal approval of a change may be provided by the County when the County, in its sole discretion, determines that time is critical or public health and safety are of concern. Any verbal approval must be confirmed in writing by Contractor as soon as practicable. Any change undertaken without prior County approval shall not be compensated and is, at the County's election, sufficient reason for Contract termination.

6. County Cooperation.

The County agrees that its personnel will cooperate with Contractor in the performance of its work under this Contract and that such personnel will be available to Contractor for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with the other responsibilities of County personnel. The County also agrees to provide Contractor with access to County records in a reasonable time and manner and to schedule items which require action by the Board of County Commissioners or their designee in a timely manner. The County and Contractor also agree to attend all meetings called by the County or Contractor to discuss the work under the Contract, and that Contractor may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the County.

7. Discovery of Conflicts, Errors, Omissions, Ambiguities, or Discrepancies.

Contractor warrants that it has examined all Contract documents, has brought all conflicts, errors, discrepancies, and ambiguities to the attention of the County in writing, and has concluded that the County's resolution of each matter is satisfactory to Contractor. All future questions Contractor may have

concerning interpretation or clarification of this Contract shall be submitted in writing to the County within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for Contractor's question or position. The County representative shall render a decision with 15 calendar days. The County's decision on the matter is final and accepted by Contractor as final. Any work affected by a conflict, error, omission, or discrepancy which has been performed by Contractor prior to having received the County's resolution shall be at Contractor's risk and expense. At all times, Contractor shall carry on the work under this Contract and maintain and complete work in accordance with the requirements of the Contract or determination of the County. Contractor is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

8. Construction and Interpretation of Contract.

This contract shall be construed and interpreted according to the laws of the State of Nevada and shall not be construed against or in favor of any Party.

9. Dispute Resolution.

Any dispute not within the scope of ¶ 7 shall be resolved under this paragraph ¶ 9. Either Party shall provide to the other Party, in writing and with full documentation to verify and substantiate its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting Party has delivered the written statement of its position and full documentation to the other Party. The Parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the County Representative and a Contractor representative. At all times, Contractor shall carry on the work under this Contract and maintain and complete work in accordance with the requirements of the Contract or determination or direction of the County. If the dispute is not resolved within 30 days, either Party may request that the dispute be submitted to the County Manager for final resolution. The decision of the County Manager shall be final and binding on the Parties. If either Party is dissatisfied with the decision of the County Manager, that Party may immediately terminate the Contract under this paragraph, with Contractor being entitled to compensation for work actually and satisfactorily performed up to the time of the termination and the County being entitled to all Contract materials in accordance with ¶ 21 and compensation for any additional damages or expenses incurred in completing the work under the Contract, including, without limitation, the costs of securing the services of other independent contractors.

10. Termination of Contract.

A. TERMINATION, ABANDONMENT, OR SUSPENSION WITHOUT CAUSE. The County, in its sole discretion, shall have the right to terminate, abandon, or suspend all or part of the project without cause by providing Contractor 10 day's written notice of its intent to do so.

If all or part of the project is suspended for more than 90 days by the County, the suspension shall be treated as a termination of all or part of the project and Contract.

Upon receipt of notice of termination, abandonment, or suspension, without cause Contractor shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the Contract that is not terminated.
3. Immediately make every reasonable effort to obtain cancellation upon terms



satisfactory to the County of all orders or subcontracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the County any orders or subcontracts specified in the notice, and revoke agreements specified in the notice.

4. Not resume work after the effective date of a notice of suspension until receipt of a written notice from the County to resume performance.

In the event of a termination, abandonment, or suspension of the Contract without cause, Contractor shall receive all amounts due and not previously paid to Contractor for work satisfactorily completed in accordance with the Contract prior to the date of the notice and compensation for work thereafter completed as specified in the notice. No amount shall be allowed or paid for anticipated profit or costs on unperformed services or other unperformed work.

B. TERMINATION FOR CAUSE. This Contract may be terminated by the County upon giving 10 calendar day's written notice to Contractor in the event of a failure by Contractor to adhere to all the terms and conditions of the Contract or for failure to satisfactorily, in the sole opinion of the County, pursue the project or to complete all work in a timely and professional manner. Contractor shall be given an opportunity for consultation with the County prior to the effective date of the termination. Contractor may terminate the contract on 10 calendar days written notice if, through no fault of Contractor, the County fails to pay Contractor for 30 days after the date of approval of any submitted invoice forms and progress reports.

In the event of a termination of the Contract for cause, Contractor shall receive all amounts due and not previously paid to Contractor for work satisfactorily completed in accordance with the Contract prior to the date of the notice, less all previous payments. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work. Any such payment may be adjusted to the extent of any additional costs occasioned to the County by reasons of Contractor's failure. Contractor shall not be relieved of liability to the County for damages sustained from the failure, and the County may withhold any payment to the Contractor until such time as the exact amount of damages due to the County is determined. All claims for payment by the Contractor must be submitted to the County within 30 days of the effective date of the notice of termination.

If after termination of the Contract for the failure of Contractor to adhere to all the terms and conditions of the Contract or for failure to satisfactorily, in the sole opinion of the County, pursue the project or to complete work in a timely and professional manner, it is determined that Contractor had not so failed, the termination shall be deemed to have been a termination without cause.. In that event, an equitable adjustment in the compensation paid to Contractor shall be made by the County. The adjustment shall include a reasonable profit for services or other work performed up to the effective date of termination less all previous payments.

C. GENERAL PROVISIONS FOR TERMINATION. Upon termination of the contract, the County may take over the work and prosecute it to completion by agreement with another party or otherwise. Neither Party shall be considered in default of the performance of its obligations hereunder to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such Party. Delays arising from the actions or inactions of one or more of Contractor's principals, officers, employees, agents, subcontractors, consultants, vendors, or suppliers are expressly recognized to be within Contractor's control.

11. No Damages for Delay.

Apart from a written extension of time, no payment, compensation, or adjustment of any kind

shall be made to Contractor for damages because of hindrances or delays in the progress of the work from any cause, and Contractor agrees to accept in full satisfaction of such hindrances and delays any extension of time which the County may provide.

12. Insurance.

Contractor shall carry and maintain in effect during the performance of services under this Contract worker's compensation and employer's liability insurance covering the Contractor's employees in accordance with statutory requirements, professional liability insurance, general liability insurance, and such other insurance coverage normally carried by Contractor insuring against the injury, loss, or damage to persons and property caused by Contractor's activities. Any additional insurance as may be required shall be as set forth below. Contractor shall maintain in effect at all times during the performance under this Contract all specified insurance coverage with insurers and forms of policy satisfactory to the County, acceptance of which shall not be unreasonably withheld. None of the requirements as to types, limits, and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract. Unless specifically set forth below, the County shall not maintain any insurance on behalf of Contractor.

Contractor will provide the County with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within 10 calendar days after the notice to proceed is issued by the County. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer and who is licensed by the State of Nevada.

A. Each insurance company's rating as shown in the latest Best's Key rating guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by Contractor, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the County.

B. The County and its officers and employees must be expressly covered as additional insureds, except on workers compensation coverage.

C. Contractor's insurance shall be primary as respects the County and its officers and employees.

D. Contractor's general liability insurance policies shall provide coverage for Contractor's contractual liability to the County. The parties further agree that Contractor or its insurance carrier shall provide the County with 30 days advance notice of cancellation of the policies.

E. All deductibles and self-insured retentions shall be fully disclosed in the certificates of insurance.

F. If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, the Contractor must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.

G. Contractor shall obtain and maintain, for the duration of this contract, general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this contract by Contractor or its agents,

representatives, or employees. No separate payment shall be made by the County for the cost of such insurance.

H. General liability coverage shall be on a "per occurrence" basis only and not "claims made." The coverage must be provided either on a Commercial General Liability Form A or a Broad Form Comprehensive General Liability form. The parties agree that no exceptions will be permitted to the coverage provided in such forms. Policies must include, but need not be limited to, coverage for bodily injury, personal injury, broad form property damage, premises operations, severability of interest, products and completed operations, contractual and independent contractors. General liability insurance policies shall be endorsed to include the County as an additional insured. Subject to ¶ F of this section, Contractor shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury, and property damages.

I. Contractor shall obtain and maintain, for the duration of this Contract, automobile coverage which must include, but need not be limited to, coverage against claims for injuries to persons or damages to property which may arise from or in connection with the use of any automobile in the performance of work under this contract by Contractor or its agents, representatives, or employees. Subject to ¶ F of this section, Contractor shall maintain limits of no less than \$1,000,000 combined single limit "per occurrence" for bodily injury and property damage.

J. Contractor shall obtain and maintain professional liability coverage in a form acceptable to the County in an amount of \$500,000 per claim, \$500,000 annual aggregate. If Contractor's retention or deductible is greater than \$25,000, Contractor shall demonstrate to the County's satisfaction, upon the request of the County, Contractor's ability to fund the retention or deductible.

K. If contractor fails to maintain any of the required insurance coverage, then the County will have the option to declare Contractor in breach and terminate the Contract, or the County may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage is maintained. Contractor is responsible for any payments made by the County to obtain or maintain such insurance, and the County may collect the same from Contractor or deduct the amount paid from any sums due Contractor under this Contract.

L. The specified insurance requirements do not relieve Contractor of its responsibility or limit the amount of its liability to the County or other persons, and Contractor is encouraged to purchase such additional insurance as it deems necessary.

M. Contractor is responsible for and required to remedy all damage or loss to any property, including property of the County, caused in whole or in part by Contractor or anyone employed, directed, or supervised by Contractor.

13. Fiscal Contingency.

All payments under this Contract are contingent upon the availability to the County of the necessary funds. In accordance with NRS 354.626, NRS 244.320, and any other applicable provision of law, the financial obligations under this Contract between the parties shall not exceed those monies appropriated and approved by the County for this Contract for the then current fiscal year under the Local Government Budget Act. This Contract shall terminate and the County's obligations under it shall be

extinguished at the end of any fiscal year in which the County fails to appropriate monies for the ensuing fiscal year sufficient for the performance of this Contract.

Nothing in this Contract shall be construed to provide Contractor with a right of payment from any other entity. Any funds obligated by the County under this Contract that are not paid to Contractor shall automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

14. Retentions.

Review by the County of Contractor's submitted monthly invoice forms and progress reports for payment will be promptly accomplished by the County. If there is insufficient information, the County may require Contractor to submit additional information. Unless the County, in its sole discretion, decides otherwise, the County shall pay Contractor in full within 30 days of approval of the submitted monthly invoice forms and progress reports as follows:

- a) From the dollar amount of work in place, a ten percent (10%) retention will be deducted from each monthly progress payment.
- b) Upon completion of 50% of the work in place and if, in the sole opinion of the County, the work is progressing satisfactorily, then the County may forego further retentions.
- c) If, at any time after foregoing a retention from a payment, the County determines that Contractor is failing to make satisfactory progress, the County may resume retentions.

15. Compliance with Applicable Laws.

Contractor, at all times, shall fully and completely comply with all applicable local, state and federal laws, statutes, regulations, ordinances, orders, or requirements of any sort in carrying out the obligations of this Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all immigration and naturalization laws, and the Americans With Disabilities Act. Contractor shall, throughout the period services are to be performed under this Contract, monitor for any changes to the applicable laws, statutes, regulations, ordinances, orders, or requirements, shall promptly notify the County in writing of any changes to the same relating to or affecting this Contract, and shall submit detailed documentation of any effect of the change in terms of both time and cost of performing the Contract.

16. Nondiscrimination.

If applicable or required under any federal or state law, statute, regulation, order, or other requirement, Contractor agrees to enforce a policy of nondiscrimination. Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for employment which the employee or applicant for employment is qualified. Contractor agrees to take affirmative action to employ, advance in employment, or to otherwise treat qualified, handicapped individuals without discrimination based upon physical or mental handicap in all employment practices, including but not limited to the following: Employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and

selection for training, including any apprenticeship.

Contractor acknowledges that it is aware of and is fully informed of Contractor's obligations under Executive Order 11,246 and, where applicable, shall comply with the requirements of the Order and all other orders, rules, and regulations promulgated under the Order and its amendments unless exempted therefrom.

Without limitation of the foregoing, Contractor's attention is directed to 41 C.F.R. § 60-1.4, and the clause entitled "Equal Opportunity Clause" which, by reference, is incorporated into this Contract, to 41 C.F.R. § 60-250 *et seq.* and the clause entitled "Affirmative Action Obligations of Contractors and Subcontractor for Disabled Veterans and Veterans of the Vietnam Era," which, by reference, is incorporated in this Contract, and to 41 C.F.R. § 60-471 and the clause entitled "Affirmative Action Obligations of Contractors and Subcontractors for Handicapped Workers," which, by this reference, is incorporated in this Contract.

Contractor agrees to assist disadvantaged business enterprises in obtaining business opportunities by identifying and encouraging disadvantaged suppliers, consultants, and subconsultants to participate to the extent possible, consistent with their qualification, quality of work, and obligation of Contractor under this contract.

In connection with the performance of work under this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, or age. This Contract includes, but is not limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The failure to comply with NRS 338.130 shall render this Contract void.

Contractor agrees, if applicable, to insert these provisions in all subcontracts, except for subcontracts for standard commercial supplies or raw materials. Any violation of any applicable provision by Contractor shall constitute a material breach of the Contract.

17. Federal Subcontracting Requirements.

If Contractor awards a subcontract under this Contract, Contractor, if applicable, shall use the following alternative steps:

- a. Placing Small Businesses in Rural Areas (SBRAs) on solicitation lists;
- b. Ensuring that SBRAs are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs;
- d. Establishing delivery schedules, where the requirements of work will permit, which would encourage participation by SBRAs;
- e. Using the services of the Small Business Administration and the Minority Business Development Agency of the United States Department of Commerce, as appropriate; and
- f. Requiring the subcontractor, if it awards subcontracts, to take the affirmative steps set forth in ¶¶ a-e.

If applicable, Contractor agrees to complete and submit to the County a Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Utilization Report (Standard Form 334) within 30 days after the end of each fiscal quarter until the end of the Contract.

18. Contractor Endorsement.

Contractor shall seal and/or stamp drawings, plans, maps, reports, specifications, and other instruments of service prepared by Contractor or under its direction as required by state law.

19. Assignment, Transfer, Delegation, or Subcontracting.

Contractor shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this Contract without the prior written consent of the County. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the County is void. Any consent of the County to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this Contract, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the Contract inures to the benefit of, and is binding upon, the approved successors and assigns of the Parties.

20. County Inspection of Contract Materials.

The books, records, documents and accounting procedures and practices of Contractor related to this Contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

21. Disposition of Contract Materials.

Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by, or supplied to, Contractor in the performance of its obligations under this Contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion, termination, or cancellation of this contract. Alternatively, if the County provides its written approval to Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Contractor in the performance of its obligations under this Contract must be retained by Contractor for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to the County. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this Contract without the prior written consent of the County.

22. Public Records Law, Copyrights, and Patents.

Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor (including those remitted to the County by Contractor pursuant to ¶ 21), unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records

pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity.

No books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Contractor in the performance of its obligations under this Contract shall be the subject of any application for a copyright or patent by or on behalf of Contractor. The County shall have the right to reproduce any such materials.

Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright or patent laws of the United States or of any other nation. Contractor agrees to indemnify, to defend, and to hold harmless the County, its representatives, and employees from any claim or action seeking to impose liability, costs, and attorney fees incurred as a result of or in connection with any claim, whether rightful or otherwise, that any material prepared by or supplied to Contractor infringes any copyright or that any equipment, material, or process (or any part thereof) specified by Contractor infringes any patent.

Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing materials, concepts, products, or processes, or to modify such infringing materials, concepts, products, or processes so they become non-infringing, or to obtain the necessary licenses to use the infringing materials, concepts, products, or processes, provided that such substituted or modified materials, concepts, products, or processes shall meet all the requirements and be subject to all the terms and conditions of this contract.

23. Indemnification.

Regardless of the coverage provided by any insurance, Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Contract by Contractor, Contractor's agents or employees. Contractor hereby indemnifies and shall defend and hold harmless the County, its officials, employees, and authorized representatives and their employees from and against any and all suits, actions, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatever kind or nature, including those arising out of injury to or death of Contractor's employees, whether arising before or after completion of the work under this Contract and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract. Contractor's indemnity, defense, and hold harmless obligations, or portions or applications thereof, shall not apply in the event of the sole negligence of the County, its officials, employees, agents, authorized representatives, or any of their employees or agents.

24. Final Acceptance.

Upon completion of all work under the Contract, Contractor shall notify the County in writing of the date of the completion of the work and request confirmation of the completion from the County. Upon receipt of the notice, the County shall confirm to Contractor in writing that the whole of the work was completed on the date indicated in the notice or provide Contractor with a written list of work not

completed. With respect to work listed by the County as incomplete, Contractor shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the County shall be the date upon which the Douglas County Board of County Commissioners accepts and approves the notice of completion.

25. Taxes.

Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the Contract and make any and all payroll deductions required by law. The Contract sum and agreed variations to it shall include all taxes imposed by law. Contractor hereby indemnifies and holds harmless the County from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

26. Non-Waiver of Terms and Conditions.

None of the terms and conditions of this contract shall be considered waived by the County. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the Contract unless expressly stipulated to by the County in a written waiver.

27. Rights and Remedies.

The duties and obligations imposed by the Contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

28. Prohibited Interests.

Contractor shall not allow any officer or employee of the County to have any indirect or direct interest in this Contract or the proceeds of this Contract. Contractor warrants that no officer or employee of the County has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this Contract or in the business of Contractor. If any such interest comes to the attention of Contractor at any time, a full and complete disclosure of the interest shall be immediately made in writing to the County. Contractor also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further warrants that no person having such an interest shall be employed in the performance of this Contract. If County determines that a conflict exists and was not disclosed to the County, it may terminate the Contract with or without cause in accordance with ¶ 10.

In the event Contractor (or any of its officers, partners, principals, or employees acting with its authority) is convicted of a crime involving a public official arising out or in connection with the procurement of work to be done or payments to be made under this Contract, County may terminate the Contract with or without cause accordance with ¶ 10. Upon termination, Contractor shall refund to the County any profits realized under this Contract, and Contractor shall be liable to the County for any costs incurred by the County in completing the work described in this contract. At the discretion of the County, these sanctions shall also be applicable to any such conviction obtained after the expiration or completion of the Contract.

Contractor warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Contractor to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any

determinations with respect to the performance of this Contract. If County determines that such gratuities were or offered or given, it may terminate the Contract at will or for cause in accordance with ¶ 10.

The rights and remedies of this section shall in no way be considered for be construed as a waiver of any other rights or remedies available to the County under this Contract or at law.

29. Third Party Interests and Liabilities.

The County and Contractor, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of the other Party. This Contract is not intended to create any rights, powers, or interest in any third party and this agreement is entered into for the exclusive benefit of the County and Contractor.

30. Survival of Rights and Obligations.

The rights and obligations of the Parties which by their nature survive termination or completion of this Contract shall remain in full force and effect.

31. Severability.

In the event that any provision of this Contract is rendered invalid or unenforceable by any valid act of Congress or of the Nevada legislature or any court of competent jurisdiction, or is found to be in violation of state statutes or regulations, the invalidity or unenforceability of any particular provision of this Contract shall not affect any other provision, the Contract shall be construed as if such invalid or unenforceable provisions were omitted, and the parties may renegotiate the invalid or unenforceable provisions for sole purpose of rectifying the invalidity or unenforceability.

32. Modification of Contract and Entire Agreement.

This Contract constitutes the entire understanding and agreement between the County and Contractor. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this Contract. No changes, amendments, or modifications of any terms or conditions of the Contract shall be valid unless reduced to writing and signed by both Parties.

EXHIBIT B SCOPE OF WORK

Project Approach

NexLevel understands that the County's objective for the Technology Services Assessment includes the following:

- ◆ Expanding on existing achievements in transitioning the Technology Services Department from an emphasis on control and process to a focus on customer and results
- ◆ Providing outstanding customer service through communication and efficient interactions, while eliminating non-value added tasks and unnecessary costs in the business process
- ◆ Becoming a greater strategic resource for top management and departments
- ◆ Reflecting best practices in all areas of activity

NexLevel understands that the scope of services includes, at a minimum, the following:

- ◆ Network Assessment
- ◆ Service Level Assessment
- ◆ Operations Assessment
- ◆ Technology Governance Assessment
- ◆ Regional Assessment

With this understanding, and based on our experience in performing similar projects, NexLevel will complete this project as presented below.

Methodology

NexLevel's proven IT Assessment methodology takes a 360 degree approach. First, we put extensive focus on understanding the current technology service delivery methods, process, and environment. Secondly, we put a heavy emphasis on the involvement and interaction with the users of technology and those setting the business direction for the County (voice of the user). The NexLevel team will then analyze and reconcile the results of the internal technology service assessment and user experience. This approach ensures the final Technology Service Assessment has an enterprise-wide scope and buy-in from all stakeholders.

The resulting Technology Services Assessment will provide the County with the information and recommendations necessary to meet the County's objectives for increasing customer service and results, providing outstanding customer service, aligning the County's technology resources to become a strategic resource, and establishing best practices.

The underlying Work Breakdown Structure (WBS) of NexLevel's IT Assessment methodology includes the tasks depicted in Figure 1.

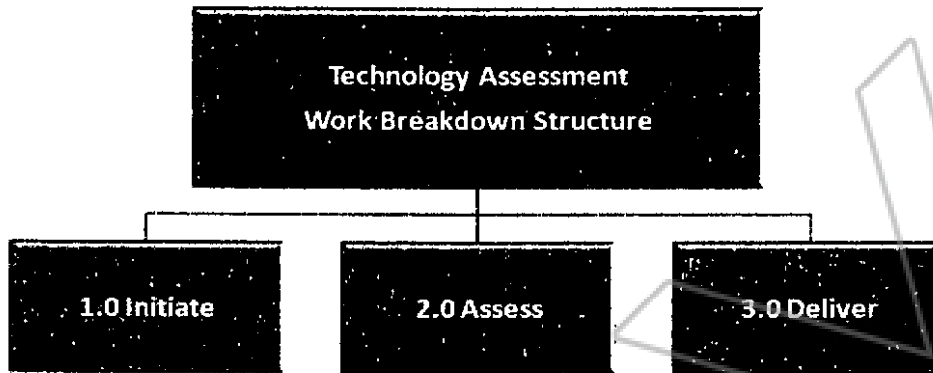


Figure 1 – Technology Assessment Process

Task 1 - Initiate

The primary purpose of Task 1 is to prepare for and initiate the project under a well-defined Project Plan and Schedule, and to ensure alignment of expectations (i.e. purpose, timeline, resources, activities, etc.) among all participants. Figure 2 provides an overview of the major activities associated with Task 1.

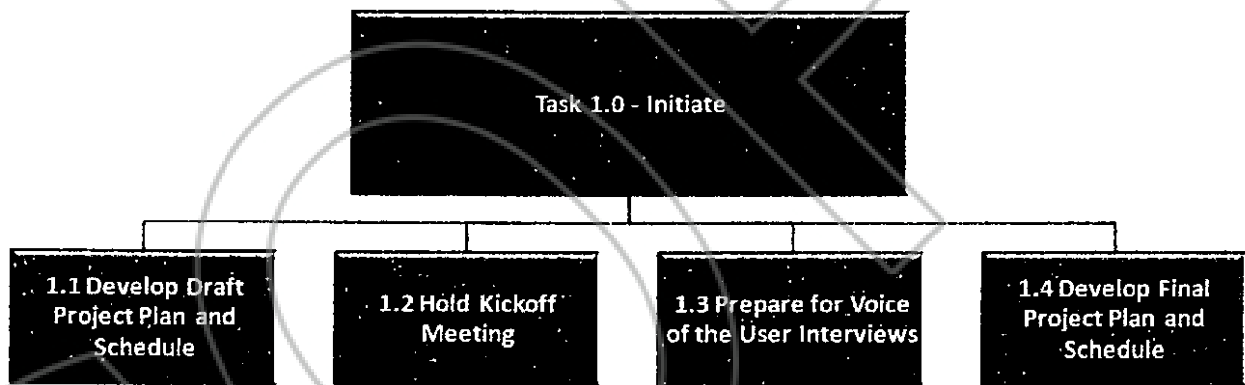


Figure 2 – Initiate Activities

As described in Table 1, this task includes confirming our understanding, as well as the understanding of the stakeholders regarding the scope of work and the process for accomplishing the work.

Table 1 - Task 1 Activities and Deliverables

Activity #	Activity	Description	Deliverables
1.1	Develop Draft Project Plan and Schedule	NexLevel will meet with the County’s designated Project Team to review the scope of work, project timeline, deliverables, and other planning documentation to confirm the project details before formal kickoff.	Draft Project Plan and Schedule

Activity #	Activity	Description	Deliverables
1.2	Hold Kickoff Meeting	NexLevel will develop a Microsoft PowerPoint presentation that describes the project and will lead a Project Kickoff Meeting. The primary goal will be to ensure that all project participants have a common understanding of the planning process and objectives.	Project Kickoff Presentation
1.3	Prepare for Voice of the User Interviews	To facilitate the interview process, NexLevel will distribute preparation guides to all participants. The guide will focus on the current use of technology, user satisfaction, business and technology issues or challenges, regulatory impacts, and anticipated future technology needs. The primary goal of the guide is to stimulate thought regarding issues and challenges that the users may currently be experiencing with the use of technology.	Workshop Preparation Guide
1.4	Develop Final Project Plan and Schedule	NexLevel will finalize and deliver the project plan and schedule as agreed with the County's Project Team. In addition, NexLevel will stage the project collaboration site (via NexLevel Extranet or other preferred means such as SharePoint) with project planning information, including calendar, contact lists, templates, etc.	Final Project Plan and Schedule

Task 2 - Assess

To complete the Technology Services Assessment, it is necessary to have a comprehensive and accurate understanding of the current IT infrastructure and support resources, as well as the voice of the users (user perspective). We will develop this understanding by completing the activities show in Figure 3.

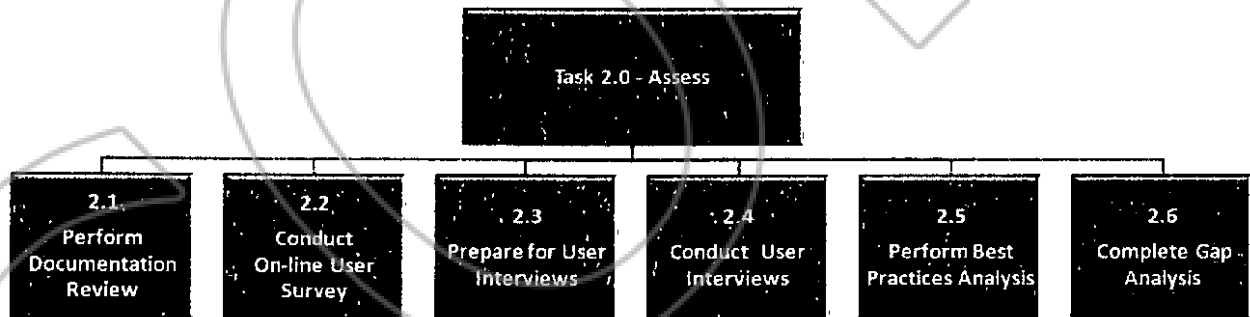


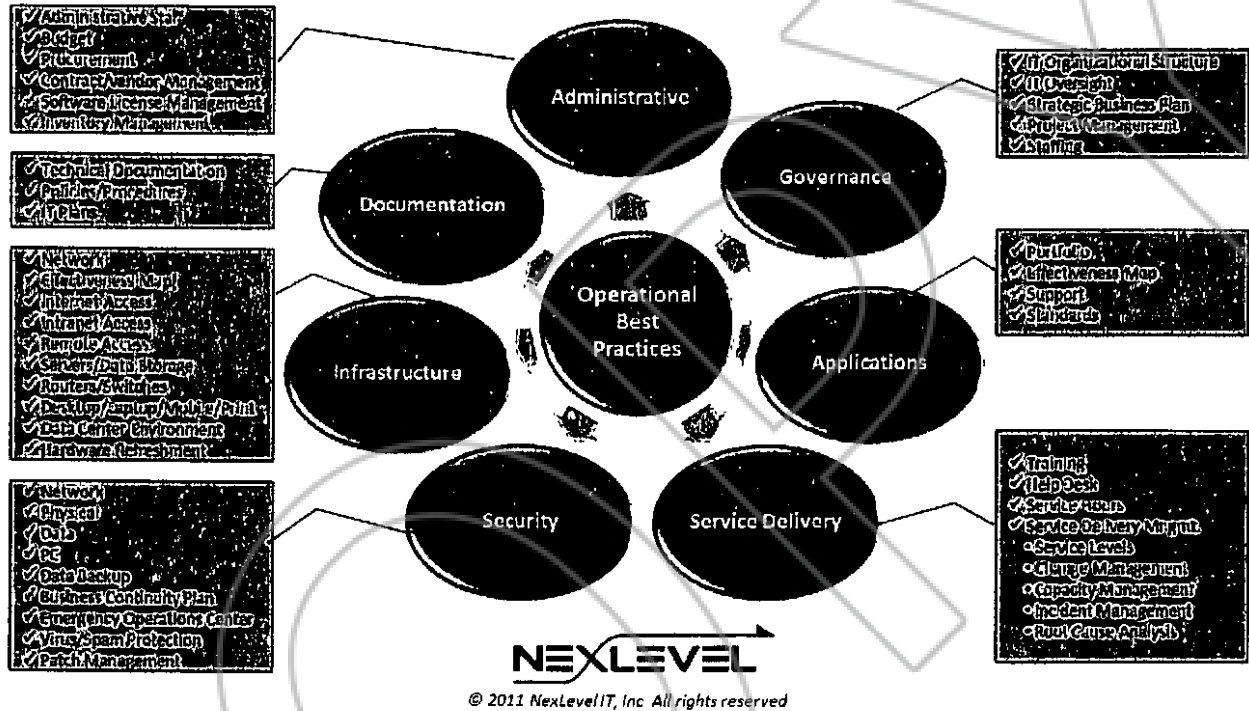
Figure 3 - Assessment

Our data collection and interview process will include canvassing all County departments and stakeholder groups. It is important that business needs and issues drive the recommendations included within the Technology Services Assessment, and as such, NexLevel consultants structure the interview process to focus on business and operational needs and issues rather than just technology. NexLevel consultants use an iterative process where we confirm the information we collect and provide opportunities to stakeholders to provide corrections or additional feedback.

NexLevel's assessment methodology focuses on how effectively the County is leveraging

technology to attain its stated mission and vision. The assessment evaluates whether the County's IT infrastructure and support organization is supporting the needs of the County by reviewing seven key operational technology "assessment dimensions." This review takes a comprehensive "best practices" view of basic technology delivery components as a weakness in any one particular dimension can adversely influence the overall effectiveness of the organization.

In Figure 4 on the following page, NexLevel identifies and details the assessment dimensions.



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Figure 4 – Technology Service Delivery Assessment Dimension Framework

The purpose of Task 2 is to gather comprehensive information and evidence to develop a Technology Services Report that will provide an overview of the current state of the County's technology systems and practices, along with a gap analysis summarizing opportunities, alternatives, and/or best practices for the County's consideration. Table 2 provides a detailed discussion of each activity during Task 2.

Table 2 - Task 2 Activities and Deliverables

Activity Number	Activity	Description	Deliverable
2.1	Perform Documentation Review	NexLevel will request and analyze documentation including, but not limited to, the following: <ul style="list-style-type: none"> ◆ Technology Project Tracking Information ◆ Technology Strategic Plan ◆ Technology Capital and Operating Budget Plan ◆ Other IT assessment and planning documents ◆ IT Inventory (PCs, software, peripherals, servers, storage and backup devices, applications, etc.) ◆ IT Policies and Procedures ◆ IT Disaster Recovery Plan ◆ Network architecture documentation ◆ Organization charts, including job titles and role descriptions ◆ Documentation of projects in process ◆ Service Level Agreements ◆ Performance statistics ◆ Vendor agreements 	Catalog and posting on Secure Project Collaboration Site
2.2	Conduct Online User Survey	NexLevel will complete a web-based user survey to determine overall satisfaction in terms of technology service delivery and support. The survey will be available to and provide an opportunity to obtain input from 100% of the technology users. The information gathered from the online survey will aid in conducting more meaningful user interactions (interviews).	Summary of Online Survey Results
2.3	Prepare for Interviews	To facilitate the interview process, NexLevel will develop and distribute preparation guides to all participants. The guide will focus on the current use of technology, user satisfaction, business and technology issues or challenges, regulatory impacts, and anticipated future business needs requiring technology. The primary goal of the guide is to stimulate thought regarding issues and challenges that the County may currently be experiencing with the use of technology.	Workshop Preparation Guide
2.4	Conduct User Interviews	NexLevel will facilitate a series of interviews with County users to identify the current technology environment within each organization, barriers to full utilizations of that technology, and planned uses and expansion of technology in the future. An interview will be held for each department or stakeholder. NexLevel recommends the following interviews: <ul style="list-style-type: none"> ◆ County Manager ◆ Finance ◆ Human Resources ◆ Finance ◆ Economic Vitality ◆ Project Management Office ◆ Community Services ◆ Public Works ◆ Community Development ◆ Library 	Internal Working Papers



Activity Number	Activity	Description	Deliverable
		<ul style="list-style-type: none"> ◆ Sheriff ◆ Town of Gardnerville ◆ Town of Genoa ◆ Town of Minden ◆ East Fork Fire & Paramedic Districts ◆ Courts ◆ Assessor ◆ Clerk/Treasurer ◆ Recorder ◆ District Attorney ◆ Airport ◆ 911 Emergency Services ◆ Technology Services 	
2.5	Perform Best Practices Analysis	<p>Governance Assessment - NexLevel will evaluate the current technology services organization and assess its skills, staffing levels, staff qualifications, and capability to support operation and maintenance of current and future systems. We will review IT project management practices, planning activities, IT refreshment and standards, and the use of oversight committees.</p> <p>Service Delivery Assessment - NexLevel will evaluate the daily operation of the IT environment including budget, service metrics, support and routine maintenance, Help Desk, configuration management, change management, and capacity management.</p> <p>Applications Assessment - NexLevel will evaluate the effectiveness of current business software applications, technology support, vendor support, standards, project management, and software functionality/capability. NexLevel will evaluate and present the County's applications using our Application Effectiveness Matrix, which provides a graphical view of the state of the County's applications.</p> <p>Security Assessment - NexLevel will review the use of policies and standards, software monitoring tools, change management practices, virus protection procedures, physical hardware security, network vulnerability, passwords standards, data backup/recovery processes, personnel practices, physical, data, integrity planning, PCs, network, firewall, incident response, patch management, anti-virus protection, and emergency operations.</p> <p>Infrastructure Assessment - NexLevel will conduct a review of the network, servers, desktops, telephony, equipment closets and storage configurations, remote access, data storage, server management, operational procedures, and administrative functions when compared to industry best practices.</p> <p>Documentation Assessment - NexLevel will examine the Technology Services documentation relative to processes, policies, procedures, technical standards, file retention, operating manuals, and training processes.</p> <p>Administration Assessment - NexLevel will review IT</p>	Internal Working Papers to Support Gap Analysis and Technology Services Assessment

Activity Number	Activity	Description	Deliverable
		procurement processes, contract management, vendor management, software license management, budget/charge back management, and physical inventory processes.	
2.6	Gap Analysis	NexLevel will perform a gap analysis of the following: <ul style="list-style-type: none"> ◆ Applications Environment ◆ Technical Services Operations and Infrastructure ◆ County Technology IT Governance, Policies, and Processes 	Internal Working Papers

Task 2 – Optional Enhanced Network Assessment

In Task 2 above, NexLevel includes a review of the County’s network and security practices. However, the County desires a more comprehensive, hands-on analysis. NexLevel will provide this enhanced network assessment through a subcontractor that has served NexLevel in the past. For the enhanced Network assessment services, our subcontractor is Keep IT Simple (KIS). KIS is a privately held Network Solutions firm headquartered in Fremont, CA. As a professional services organization, KIS has been serving major corporations, education, and government organizations since 1988. KIS specializes in providing strategic network design, network security, network management, integration, and support services designed to fit client’s specific requirements and business goals.

The KIS technical principals collectively represent over 50 years of experience in computer network systems support for the corporate, industrial, and government sectors. The KIS technical associates have been recruited largely from service-oriented backgrounds, to assure our clients of the best proactive network service possible.

The following list identifies specific activities that will be done in the enhanced network assessment.

1. Network architecture
 - a. Assessment of the County Wide Area Network (WAN)
 - i. Physical configuration and bandwidth for all connections between County sites and the Internet
 - ii. Routing Tables, protocols, and router settings
 - iii. Routing and site connection rules and policies
 - b. Assessment of the County Local Area Network (LAN)
 - i. Physical configuration and bandwidth for internal LAN connections of County sites.
 - ii. Switch configurations, protocols in use, and services
 - iii. VLAN configurations
2. Network security
 - a. Assess Firewall rules and policies at County gateways*
 - i. Primary Site Juniper and DoubleCheck devices
 - ii. Social Services
 - iii. Senior Center

- iv. Town of Gardenville
 - v. Town of Genoa
 - b. Assess router policies and rules relating to security
 - c. Perform an internal passive (non-intrusive) vulnerability assessment *
 - i. Primary Data site
 - ii. Social Services
 - iii. Senior Center
 - iv. Town of Gardenville
 - v. Town of Genoa
- *Note: Excludes Law Enforcement and NCJIS State devices.
- 3. Technology infrastructure vs. geophysical environment
 - a. Review geophysical risks to technologies implemented for the LAN/WAN
 - i. Earthquake
 - ii. Weather
 - iii. Other risk factors local to the county
 - 4. Application portfolios
 - a. Assessment of Portfolios in use at the County and overall impact of the applications on the network infrastructure
 - 5. Disaster recovery procedures
 - a. Assessment of the current Disaster Recovery policies and procedures
 - b. Review of the local County Backup/Restore model(s)
 - c. Review of the onsite/offsite storage

Task 3 - Deliver

As shown in Figure 5, Task 3 focuses on publishing the Technology Service Assessment. Task 3 will result in a Technology Service Assessment that meets all of the County's requirements as identified in the RFP and as summarized earlier in this section.

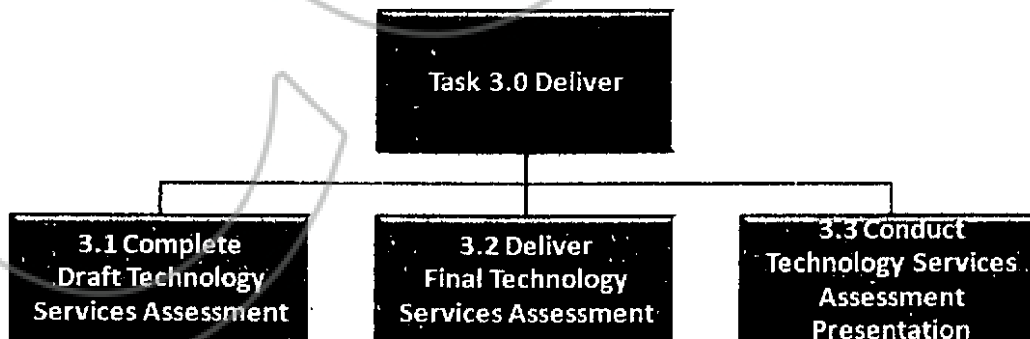


Figure 5 - Deliver

We detail the Task 3 activities and deliverables in Table 3.

Table 3 – Task 3 Activities

Activity Number	Activity	Description	Deliverable
3.1	Complete Draft Technology Services Assessment	NexLevel will incorporate work products from previous tasks as the foundation for the development of the Technology Service Assessment. NexLevel will use this information, as well as other information provided by staff and independent research, to create a draft of the Technology Service Assessment. The Technical Services Assessment will include an overview of the current state of the County's technology systems and practices. The assessment will summarize technology, weaknesses, opportunities, and threats (SWOT), as well potential solutions for the County's consideration.	Draft Technology Service Assessment
3.2	Deliver Final Technology Services Assessment	NexLevel will revise and update the Assessment based on feedback from County staff.	Final Technology Service Assessment
3.3	Conduct Technology Services Assessment Presentation	NexLevel will develop a Microsoft PowerPoint presentation of the results of the Technology Service Assessment that will describe how it was developed and its key components. NexLevel will present the presentation to the County management and/or Board of Commissioners.	Presentation to Board of County Commissioners

Proposed Resources

For this project, NexLevel has assembled a team of consultants that have extensive hands-on experience in technology service delivery and operations. We present our proposed team in Figure 6.

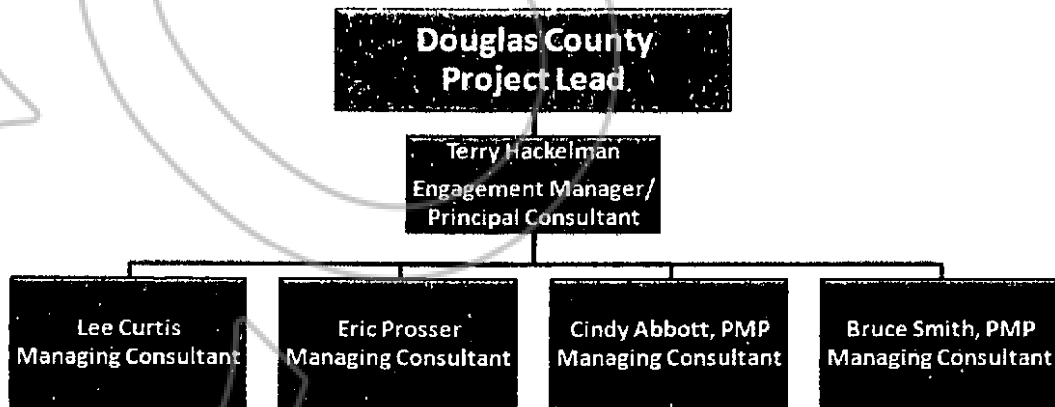


Figure 6 – Project Team

Project Schedule

NexLevel has carefully considered the County’s RFP and based on our experience with similar projects we believe we can complete this project in six months or less. The project start date will be August 17, 2012. In Task 1 of the project, NexLevel will publish a detailed schedule after meeting with the County staff to identify key resources and their availability. If the County so desires, NexLevel believes we could accelerate the schedule to complete the project in less than six months.

In Figure 7, NexLevel provides a draft project timeline.



Figure 7 - Project Timeline

Project Cost

NexLevel understands that this project is a “not to exceed” fixed fee.

Resource Hours by Task

NexLevel has carefully considered the County’s RFP and associated documents to develop our level of effort. Our level of effort is based on our years of experience in completing similar projects. NexLevel is confident that we have included adequate hours to deliver on everything identified in the RFP and our proposal.

In Table 3 - Resource Hours by Task, we identify each proposed resource and the anticipated level of effort (hours) by task.

Table 3 - Resource Hours by Task

Major Tasks	Terry Hackelman	Lee Curtis	Cindy Abbott	Bruce Smith	Eric Prosser	Total
Task 1 - Initiate	12	14	0	0	0	26
Task 2 - Assess	40	110	62	32	32	276
Task 3 - Deliver	24	56	12	12	12	116
Total	76	180	74	44	44	418

Hourly Rates

Table 4 - Hourly Rates, identifies the hourly rate by proposed resource.

Table 4 - Hourly Rates

Resource	Hourly Rate
Terry Hackelman	\$150.00
Lee Curtis	\$135.00
Cindy Abbott	\$135.00
Bruce Smith	\$135.00
Eric Prosser	\$135.00

Project Cost

Table 5 - Project Cost, provides a detailed breakdown of the project cost by task and resource.

Table 5 - Project Cost

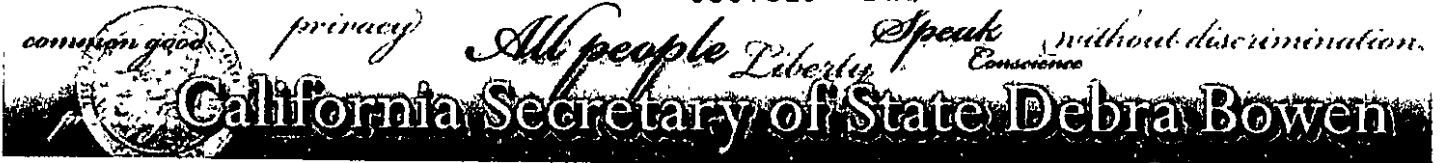
Scope	Labor Categories	Est. Hours	Hourly Rate	Extended Rate
Task 1 - Initiate	Terry Hackelman	12	\$150.00	\$1,800
	Lee Curtis	14	\$135.00	\$1,890
	Cindy Abbott	0	\$135.00	\$0
	Bruce Smith	0	\$135.00	\$0
	Eric Prosser	0	\$135.00	\$0
Total Task 1		26		\$3,690
Task 2 - Assess	Terry Hackelman	40	\$150.00	\$6,000
	Lee Curtis	110	\$135.00	\$14,850
	Cindy Abbott	62	\$135.00	\$8,370
	Bruce Smith	32	\$135.00	\$4,320
	Eric Prosser	32	\$135.00	\$4,320
		276		\$37,860
Task 3 - Deliver	Terry Hackelman	24	\$150.00	\$3,600
	Lee Curtis	56	\$135.00	\$7,560
	Cindy Abbott	12	\$135.00	\$1,620
	Bruce Smith	12	\$135.00	\$1,620
	Eric Prosser	12	\$135.00	\$1,620
		116		\$16,020
Total Project Cost		418		\$57,570

Travel Fees

With the exception of one team member, the NexLevel project team resides in the Sacramento area. Traveling from Sacramento, we estimate ten trips to the County's offices in Minden. The average cost per trip is estimated at \$400. In addition, we estimate two trips for our Southern California resource, Cindy Abbott, at a cost of \$750/trip. For this project, NexLevel commits to a not-to-exceed travel expense of \$5,500. NexLevel does not bill our travel time, only our actual travel expenses.

Enhanced Network Assessment

As indicated in Section 1 – Detailed Project Approach, Task 2, NexLevel will enhance our network assessment activities beyond our normal review procedures to provide a more detailed, hands-on analysis. To complete the enhanced network assessment, NexLevel would retain KIS as our subcontractor. KIS would supply a senior technician who brings the deep technical expertise to complete this analysis. KIS would require 80 hours to complete the Enhanced Network Assessment. Our bill hourly bill rate for the KIS senior consultant is \$230/hour for a total cost of \$18,400. We estimate that the KIS consultant will require two trips to Minden, (from their Fremont, CA office) at an average cost of \$400 per trip.



Business Programs

Business Entities (BE)

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- Business Search
- Disclosure Search
- E-File Statements
- Processing Times

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Service Options

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Forms, Samples & Fees

Annual/Biennial Statements

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FAQs

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Resources

- Business Resources
- Tax Information
- Starting A Business
- International Business Relations Program

Customer Alerts

- Business Identity Theft
- Misleading Business Solicitations

Business Entity Detail

Data is updated weekly and is current as of Friday, July 27, 2012. It is not a complete or certified record of the entity.

Entity Name	NEXLEVEL INFORMATION TECHNOLOGY, INC.
Entity ID	C2323539
Effective Date	12/26/2000
Status	ACTIVE
State	CALIFORNIA
Address	6829 FAIR OAKS BLVD STE 100
City	CARMICHAEL CA 95608
Agent Name	TERRY HACKELMAN
Agent Address	6829 FAIR OAKS BLVD STE 100
Agent City	CARMICHAEL CA 95608

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Field Descriptions and Status Definitions**.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/02/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Placer Insurance Agency License #0C66701 P. O. Box 619052 Roseville, CA 95661-8052 Kirk Kindelt	CONTACT NAME: Karrie Branson PHONE (A/C No., Ext.): 916-784-1008 E-MAIL ADDRESS: kbranson@placerins.com PRODUCER CUSTOMER ID #: NEXLI-1
INSURED Nexlevel Information Technology, Inc. 6829 Fair Oaks Blvd Ste 100 Carmichael, CA 95608	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR (INSR WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	ZLP13N222951215	05/01/12	05/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		BA8141X98812TEC	05/01/12	05/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB	X	ZUP13N223381215	05/01/12	05/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB DEDUCTIBLE RETENTION \$					AGGREGATE \$ 1,000,000 Prod Comp \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A	HJUB7615X00312	05/01/12	05/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.					E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab		ZPL14R360811215	05/01/12	05/01/13	Each Occ 2,000,000
	Retro: 12/07/2001					CLAIMS MADE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is named as additional insured and coverage is primary per attached endorsements.

CERTIFICATE HOLDER**CANCELLATION**

DOUGC-3

Douglas County, its officers
and employees
PO Box 218
Minden, NV 89423

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Walter G. Klebanov

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
OTHER INSURANCE - ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO CERTAIN OTHER INSURANCE

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4. a., **Primary Insurance**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a

named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed; subsequent to the signing and execution of that contract or agreement by you.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED - (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
 - i. Supervisory, inspection, architectural or engineering activities.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III - Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense

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which may result in a claim. To the extent possible, such notice should include:

- I. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - III. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- I. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Aug 27 2012

THOMAS Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy