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| CETS# |
| RFP#99SWC-S2381 |

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
A Contract Between the State of Nevada
Acting by and Through its

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| Agency Name: | Various State Agencies Monitored By: Department of Administration Purchasing Division |
| Address: | 515 E. Musser Street, Suite 300 |
| City, State, Zip Code: | Carson City, NV 89701 |
| Contact: | Nancy Feser |
| Phone: | 775-684-0175 |
| Email: | nfeser@admin.nv.gov |

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| Contractor Name: | Truckee Meadows Fire Protection District |
| Address: | 3663 Barron Way |
| City, State, Zip Code: | Reno, NV 89511 |
| Contact: | Adam Crichton |
| Phone: | 775-737-8782 |
| Email: | acrichton@tmfpd.us |

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.
 - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
 - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
 - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

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3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval.

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| Effective from: | Upon BOE Approval | To: | July 8, 2028 |
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.

5. **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:

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| ATTACHMENT AA: | SCOPE OF WORK |
| ATTACHMENT BB: | INSURANCE SCHEDULE |
| ATTACHMENT CC: | STATE SOLICITATION # 99SWC-S2381 |
| ATTACHMENT DD: | VENDOR PROPOSAL |

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

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| <p>Cost will be provided on an as needed basis, based on Agency project(s).</p> <p>Scopes of Work</p> <p>4.1 Forest Management \$8,187,500</p> <p>4.2 Large Tree Removal \$938,000</p> <p>4.3 Forestry Equipment \$1,200,500</p> <p>4.4 Ground Pesticide Application \$150,000</p> <p>4.7 Ground Seeders/Spreaders \$700,000</p> <p>4.9 Controlled Fire \$1250000</p> <p>4.11 Project Planning /Project Management \$2,000,000</p> <p>4.12 Risk Assessment/Project Planning \$7,190,000</p> |
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| Total Contract or installments payable at: | Within 30 days upon receipt of invoice |
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| Total Contract Not to Exceed: | \$21,616,000.00 |
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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 result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. **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 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 Contractor.
9. **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 Section.
- 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.
10. **CONTRACT TERMINATION.**
- A. **Termination Without Cause.** Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- 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 claims(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. **Termination with Cause for Breach.** A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
- 1) 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

- 2) 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
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 5) 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
 - 6) 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.** Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.
- 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 Section survive termination:
- 1) 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;
 - 2) 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;
 - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
 - 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.
11. **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. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. 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 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.
12. **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. 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. Contractor's tort liability shall not be limited.

13. **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.
14. **INDEMNIFICATION AND DEFENSE.** 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 breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor 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.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

A. **Insurance Coverage.** Contractor shall, at 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 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.

B. **General Requirements.**

- 1) **Additional Insured:** By endorsement to the 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.

- 2) **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 Contractor.
- 3) **Cross Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) **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.
- 5) **Policy Cancellation:** Except for ten (10) days' notice for non-payment of premiums, 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 Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) **Approved Insurer:** Each insurance policy shall be:
 - a) 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
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. **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 by the 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 *Section 16A, Insurance Coverage*.

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 *Section 16B, General Requirements*.
- 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.
- 4) **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.

17. **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 shall provide proof of its compliance upon request of the Contracting Agency. 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.
18. **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.
19. **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.
20. **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 nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract (“State Materials”) shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **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.
23. **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.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - 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 Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, 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.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), 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.)

25. **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, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products 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.
27. **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 State Board of Examiners 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.
28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to 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 under this Contract.
30. **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-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
31. **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 and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

ATTACHMENT AA
SCOPE OF WORK AND COST SCHEDULE

1. SCOPES OF WORK

For vendors to qualify for any fire fuels reduction service, proposing vendors must provide evidence of the required employee knowledge and skills through experience (attach resumes and/or CV), as well as a detailed description of services in the scope of work being proposed upon. A minimum of three (3) years' experience in each of the scopes of work being proposed is preferred.

Work is to be performed in a professional manner, with due diligence paid to protecting private property and ensuring a safe working environment for crew members. Equipment and crew must be fully compliant with State and local employer safety and fire prevention codes and ordinances. On-site crew supervision is required to ensure crew safety, as well as an industry accepted level of production. Routine inspections will be conducted to determine quality of work, production levels, and compliance with site protection requirements. Any slash or high stumps that are left will constitute an incomplete job and payment will not be approved until complete.

1.1. FOREST MANAGEMENT HAND CREW SERVICES SPECIFICATIONS

- 1.1.1. Vendor(s) who qualify will provide skilled hand crew services to complete forest management-related work, including but not limited to:
 - A. Fuels reduction.
 - B. Tree thinning.
 - C. Wildlife habitat improvement; and
 - D. Erosion control.
- 1.1.2. Crews will be provided with written prescriptions that contain specifications and other pertinent information for each project.
- 1.1.3. Travel to the worksite may require driving on narrow, winding, native surface roads for long distances. During the summer months, frequent encounters with hikers, mountain bikers, and horseback riders should be expected.
- 1.1.4. Crews must be able to work in difficult terrain that may include steep, rocky slopes, and areas of dense trees with large, unstable snags, poor footing, and exposure to adverse weather. In addition, some work may be required in urban environments and may contain such hazards as structures, trees, power lines, and vehicles; and
- 1.1.5. Work includes lifting rounds of wood and segments of logs, limb wood, and brush.
- 1.1.6. Tree felling services will include the operation of chainsaws to complete felling, liming, lopping, bucking, and brushing activities according to written prescriptions. Specifications identified below may be modified based on a specific prescription or scope of work.
 - A. Tree fellers must be able to directionally fell trees away from residual trees or objects to be protected.
 - B. A tree to be cut larger than six (6) inches in diameter may be marked with paint (color to be determined between awarded vendor and State's designee). Trees that are less than six (6) inches in diameter may be designated by description.
 - C. Trees typically range in size from one (1) inch to twenty-four (24) inches DBH but may include larger trees.
 - D. Cut trees in areas not designated for firewood sales must be limbed on all sides, bucked into four (4) foot lengths and stacked for burning, depending on the prescription unless specified differently in a scope of work.
 - E. In areas designated for firewood sales, cut trees larger than eight (8) inches in diameter must be limbed on all sides, bucked into four (4) foot lengths, and stacked for removal by individuals purchasing firewood permits unless specified differently in a scope of work.
 - F. Borax will be applied to all freshly cut green evergreen tree stumps larger than ten (10) inches in diameter to prevent the spread of root disease unless specified differently in a scope of work.
 - G. Maximum stump height is six (6) inches above high ground level unless specified differently in a scope of work.
 - H. Trees that are less than six (6) inches must be cut flush with the ground unless specified differently in a scope of work; and
 - I. Typical brush species are primarily ceanothus, manzanita, oak, and chinkapin, and are mostly three (3) to six (6) feet high. Designation for brush removal is generally by description (e.g., remove fifty (50) percent of the brush) to reduce fuel continuity.

- 1.1.7. Disposal of cut material will be accomplished by hand piling for burning, chipping, scattering, and/or removal from site, as designated by the project manager or through a scope of work. All piles must be located so that live trees are not scorched during the burning process. Pile locations will be decided by the awarded vendor and the State’s designee. Accurate recordation for hours of use and biomass produced is required.
- 1.1.8. Erosion control services that may be requested include routine light maintenance on roads and trails that can be done by hand, such as digging, trenching and/or removing sedimentation from drainage structures installed along park roads and trails. Other erosion control may include tilling, application of fertilizer, seeding, mulching, irrigation, and the application and establishment of erosion control materials (i.e., geotextile fabric).
- 1.1.9. Cost items shall be provided by the vendor to accomplish specific forestry-related tasks using the units below *during the bidding process*.

A. Service Associated with Scope

| Service Associated with Scope | Cost Unit |
|--|-----------|
| A. Tree cutting (felling, liming, bucking) | Acre |
| B. Burn pile stacking | Acre |
| C. Pile burning | Acre |
| D. Brushing | Acre |
| E. Chipping | Hourly |
| F. Fire line construction | LF |
| G. Mobilization | Mile |

All other work and materials necessary to complete work (e.g., generator fuel) will be considered incidental and included in the payment of cost items.

1.2. LARGE TREE REMOVAL SERVICES SPECIFICATIONS

- 1.2.1. Awarded vendor will provide large tree removal on an as needed basis.
- 1.2.2. Equipment used must be able to operate on uneven, rocky ground.
- 1.2.3. Equipment used must be able to selectively remove individual trees.
- 1.2.4. Equipment used must be able to operate near homes and other structures.
- 1.2.5. Tree stumps shall be cut to a height of six (6) inches or what is deemed to be appropriate based on-site limitations (to be determined by State’s designee and awarded vendor), and then treated with a borax solution. If the entire tree is not specified for removal, then logs remaining on the lot must be bucked as necessary to ensure that each log or log segment is completely on the ground.
- 1.2.6. All felled trees must be limbed, and the slash must be removed from the property, or chipped, blown and scattered on the property as directed by the State’s designee. Wood chips left on the parcel must not exceed two (2) inches in depth.
- 1.2.7. If project specifications include that the awarded vendor remove materials for commercial purposes, then the awarded vendor may be expected to reduce or negotiate their fees. Vendors must indicate in their response whether they will remove materials for commercial purposes, and if so, define their process and fee schedule, along with their willingness to negotiate when appropriate.
- 1.2.8. Upon receipt of a work order, the awarded vendor shall have all work completed within thirty (30) days.
- 1.2.9. The awarded vendor’s activities upon any Government, State, or private property shall be confined to spaces, areas, roads, and locations as directed by the State’s designee; and
- 1.2.10. The awarded vendor will work only on normal workdays, Monday through Friday, and between the hours of 8:00 a.m. and 5:00 p.m. After hours work and work on Saturdays, Sundays, and State holidays will not be permitted unless the awarded vendor obtains written approval from the State’s designee.
- 1.2.11. Services will be provided by the vendor to accomplish large tree removal using the units below:

- A. Class A: Any tree that can be laid down with a clear path on said property. (e.g., A 200' tree or a 30' tree regardless of the height and diameter, if the tree has a clear path to fall and can be easily topped and limbed. This job would require one (1) or more people).
 - B. Class B: Any tree needing to be climbed, trimmed, topped and pieced out. (This job requires one (1) climber/faller and one (1) or more ground person); and
 - C. Class C: Mechanical involvement required. (e.g., Crane job – 100' crane. This job would require two (2) or more people).
- 1.2.12. Appropriate signage meeting State Highway and local county jurisdiction's requirements must be provided by the awarded vendor.
- 1.3. FORESTRY EQUIPMENT SPECIFICATION
- 1.3.1. Vendors must indicate in their response the manufacturer and model of available equipment, the capabilities of the equipment, and the operator/crews available to man the equipment.
- 1.3.2. Equipment to be utilized on fuels management and/or forest health and/or habitat enhancement projects that may include, but is not necessarily limited to:
- A. Tree shears
 - B. Brush masticators and mowers – light, medium, and heavy duty
 - C. Feller bunchers
 - D. Forwarders
 - E. Cut to length operators.
 - F. Heavy cranes
 - G. Wheeled skidders
 - H. Tracked skidders.
 - I. Tub grinders
 - J. Chippers
 - K. Bulldozers
 - L. Lawson Aerator
- 1.3.3. Awarded vendor will be required to supply operator(s), equipment transport, and if applicable, water for fire suppression/dust abatement.
- 1.3.4. General project specifications (project specific specifications will be described in a scope of work prior to commencement of each project and may deviate from the specifications listed below):
- A. All vegetation and slash identified for treatment shall be cut at a maximum of six (6) inches above the normal plane of ground (measured at stump height on uphill side).
 - B. No slash and other vegetative debris shall be more than twelve (12) inches deep as measured from the ground level unless specified differently in a scope of work.
 - C. No damage to crop trees as a result of contract operations is permitted.
 - D. All cut vegetation shall be kept within unit boundaries.
 - E. Any cut vegetation falling into ditches, roads, road banks, trails or adjacent units shall be removed by the end of the workday.
 - F. No masticated or cut material shall lean against or be suspended by leave trees.
 - G. Vegetation that is within two (2) feet vertical or horizontal of any obstacle such as large rocks or fences will not require treatment; and
 - H. All boles or pieces up to ten (10) inches in diameter shall be masticated.
- 1.3.5. Specifications for cut material (slash):
- A. Fifty (50) percent shall be less than or equal to six (6) inches in length.
 - B. Forty (40) percent shall be less than or equal to two (2) feet in length; and
 - C. No more than ten (10) percent shall be equal to two (2) to four (4) feet in length. No slash shall exceed four (4) feet.

1.3.6. Chaining

- A. D8 or larger tractors; The contractor will be responsible for furnishing 2 dozers capable of pulling an anchor chain assembly which is approximately 180-200 feet in overall length and weighs an estimated 22,000 to 28,500 pounds and capable of mountain seed dribblers. The dozers must be furnished with skilled and experienced operators and the necessary support. The work environment will consist of varied terrain and topographic features including hills, draws in a mountainous setting.
- B. Government or using Agency will supply anchor chain, pigtail chains, swivels, clevises, and associated pins, seed dribblers and repair parts for all of the above. Generally, contractors will be required to pick up and transport chain from a BLM office location to the identified work site.

1. Ely or smooth

- C. One (1) way vs two (2) way chaining; Type of chaining required will be identified in the scope of work but will generally consist of either a one-way chaining or 2-way chaining.

1.4. GROUND APPLICATION OF PESTICIDE APPLICATION SPECIFICATION

- 1.4.1. Vendor must be compliant with **NRS 555**.
- 1.4.2. License issued by the Nevada Department of Agriculture in the appropriate pesticide category(s) prior to submitting a proposal. Questions regarding this requirement should be addressed to the Nevada Department of Agriculture at (775) 688-1180. Any response submitted by a non-licensed vendor, or vendor that has “applied for” a license, will not be accepted until license is issued. A copy of the license or the license number must be submitted in response.
- 1.4.3. Records, application documentation and labels must be available on site.
- 1.4.4. Awarded vendors must have the ability to take spot weather to determine temperature, wind speed, and relative humidity.
- 1.4.5. Spot, whole tree, and broadcast treatments may be required in some cases.
- 1.4.6. Application equipment that is carried by hand, on ATVs, as a slide in unit on a truck, or purpose-built spray equipment on specialized vehicles may be required.
- 1.4.7. Application equipment must be cleaned daily and must be easily operable and easily metered.
- 1.4.8. To prevent drift, spraying operations will be halted when sustained wind speed is greater than or equal to eight (8) mph, or when the State’s designee determines that there is the potential for drift off the project site.
- 1.4.9. Routine inspections will be done by a qualified State designee.
- 1.4.10. Mixing tanks must be equipped with portable containment systems and clean-up materials/tools.
- 1.4.11. Metering equipment and replacement spray nozzles must be available on the project site.
- 1.4.12. The awarded vendor(s) for Pesticide Application will be required to carry Pollution Liability and Pollution Legal Liability Insurance. (See Attachment E of this document for minimum requirements).
- 1.4.13. If preventative tree spraying is done, tank pressures need to be at least 400 pounds per square inch (psi) in order to reach the tops of some trees.
- 1.4.14. Government or using Agency may or may not supply chemicals and adjuvants (including indicator dye). Government or using Agency provided provisions will be identified in a scope of work.
- 1.4.15. Vendor may supply chemical if needed; and
- 1.4.16. Or the chemical may be supplied by the Agency.

1.5. SEED DRILLS/APPLICATION SPECIFICATION

- 1.5.1. Vendors must indicate in their response the manufacturer and model of all the equipment that will be used, transport and operators.
- 1.5.2. **Agricultural Seed Drills** – Designed to place seed into prepared seedbeds. These drills must have multi-species capabilities that allow for the sowing of both grains and legumes and then side dressing each seed row with granular or liquid fertilizer. Agricultural seed drills must be precisely metered so that seeding rates can be calibrated for a variety of seed sizes and types. This type of drill will be used with a tractor equipped with a three-point hitch. Due to the complexity and delicacy of this type of drill, use on rough or rocky ground is not acceptable.
- 1.5.3. **No-Till Drills** – Designed to place seed into untilled seed beds in agricultural and pastoral areas. In addition, no-till drills can be used in areas where native vegetation is primarily grasses, perennial and annual forbs and the occasional sub-shrub. This type of drill will be used to place multiple seed species and fertilizer. It must be capable of being used in slightly rougher terrain and somewhat rockier soils than an agricultural drill and will be used on slopes up to four (4) to five (5) percent. Hydraulic controls must be used for this type of drill and must be set up with a three-point hitch for

operation.

1.5.4. **Rangeland Drills** – Designed for drilling seed on wildland sites with a variety of soil types. Minimal ground preparation is required where grasses, forbs and small shrubs are common. Plowing, crushing, or chaining and/or burning may be used as a pre-treatment on sites with mature brush and/or small trees with Government or State designee approval.

- A. Vendors may provide drills and carts.
- B. Agencies may provide drills and carts.
- C. Vendors must be able to calibrate drill equipment prior to the project whether provided by the vendor or the agency.
- D. Contractor shall keep a written log with daily entries indicating the date, time, and number of bags utilized in each set of drills. This log shall always be kept current and shall be available for inspection by the State or Government at the work site during all working hours.
- E. Contractor shall furnish at the worksite all equipment, labor, supplies, and materials required to complete the work within the specified performance time. The Contractor shall service and maintain equipment, including State/Government-Furnished equipment, as necessary to maintain satisfactory progress on the work. The Contractor shall be responsible for all the State/Government-Furnished equipment as long as it is in his/her custody and shall protect equipment and spare parts from loss or damage due to theft or any other cause. Worn or broken parts that are replaced by the Contractor shall be presented for inspection by the Project Inspector.
- F. The Contractor must furnish and be proficient in the use of, a hand-help GPS unit capable of uploading shapefiles. It will be the responsibility of the Contractor to ensure that all treatment activities occur within the designated treatment boundaries by utilizing a GPS unit. The contractor may flag the boundaries of the treatment units at their discretion; however, the contractor will be responsible for the removal of all flagging prior to demobilizing; and
- G. The Contractor shall properly dispose of all empty seed bags, tags, strings, pallets, or any other associated trash.

1.6. HAULING SERVICES SPECIFICATION

- 1.6.1. Awarded vendor will drop off container on project site (roll on, roll off system);
- 1.6.2. Container must be capable of holding woody biomass (chipped or unchipped; but not in the same container).
- 1.6.3. Available container volumes should be ten (10), twenty (20), and thirty (30) cubic yards, or volume specified by State's designee; and
- 1.6.4. The containers will be hauled by the awarded vendor from project sites to landfills, power plants, or biomass recycling centers on specially constructed heavy trucks.
- 1.6.5. Awarded vendor may be requested to remove previously cut fuel wood from a project site. Vendors should include in their response a minimum bid per cord that will be paid to the State Agency awarding the project to remove fuel wood or other by-products for commercial sale and a listing of available equipment necessary to complete this task.

1.7. GROUND SEEDERS/SPREADER SPECIFICATIONS

- 1.7.1. Hand and electric broadcast seeders, to consist of a hopper to contain a given volume of seed, a seed propeller that distributes seed over an area in front of the seeder, and a metering lever that provides the ability to control the rate/amount/pounds per unit volume.
- 1.7.2. Metering must be done by determining a set area (usually a square foot frame with square inches marked), adjusting the equipment metering levers to the prescribed seeding rate provided by the State's designee's resource plan, walking and cranking with a manual seeder, or by driving the electric seeder over the set area at the average speed the operator will be traveling, then counting the number of seeds found within the set area. The seeder can then be adjusted up or down to the prescribed seeding rate.
- 1.7.3. Hand seeders will be carried by a field worker and cranked at a steady rate, following determination of actual seeding rate and adjustment to the prescribed rate.
- 1.7.4. Electric seeders will be mounted on a vehicle and driven at a set speed and setting, again following a determination of actual seeding rate and adjustment to the prescribed rate.
- 1.7.5. Vendors may supply seeds if needed.
- 1.7.6. Or the seed may be supplied by the Agency.
- 1.7.7. Weed free testing; and
- 1.7.8. Germination tests for all seeds.

- 1.7.9. Whether the vendor or agency supplies the seeds, all seed will be tested to ensure that current government standards (federal/state) for noxious weeds and germination are met.
- 1.7.10. When required by the State designee's resource plan, soil disturbances will be completed, to put the broadcast seed in closer contact with the soil. On small sites, this will be accomplished by raking and on larger sites by use of a harrow, tine drag, or a chain link drag pulled by an ATV or similar vehicle.
- 1.7.11. In some cases, the awarded vendor will be required to broadcast seed over snow, to allow the seed to gradually carry down through the snowpack and eventually deposit on the soil surface with a source of moisture.
- 1.7.12. Awarded vendor(s) must be able to calibrate equipment to meet the prescribed seeding rate.
- 1.7.13. The awarded vendor(s) must have labor available to hand rake small areas and equipment such as rakes, harrows and drags in order to put seed in good contact with the soil.
- 1.7.14. Awarded vendors must have a certified tree climber if requested. Vendors must indicate in their response if they have ISA certification for Tree Worker or Arborist and detail any experience in this area. This requirement is dependent on the specific project and the area.

1.8. SHRUB AND TREE PLANTING SPECIFICATIONS

- 1.8.1. May include bare root and containerized plants.
- 1.8.2. Survival rates will be monitored, documented, and reported to the contracting agency per the scope of work.

1.9. CONTROLLED FIRE SPECIFICATION

- 1.9.1. Crews to apply controlled fire to natural vegetation under specified conditions and after precautionary actions have been taken to ensure that the fire is confined to a predetermined area, in compliance with NRS 527.
- 1.9.2. Awarded vendor must be able to write a controlled fire plan. The plan must be prepared by a person qualified to oversee a controlled fire, be approved by the State Forester prior to implementation, and contain at least:
 - A. A description and map of the area to be burned.
 - B. A list of personnel and equipment necessary to commence and control fire.
 - C. A description of the meteorological factors that must be present before commencing a controlled fire, including surface wind speed and direction, transport wind speed and direction, minimum mixing height, minimum relative humidity, maximum temperature, and fine fuel moisture.
 - D. A description of considerations related to common behavioral patterns of fires in the area to be burned, including various burning techniques, the anticipated length of the flame and the anticipated speed of the fire; and
 - E. The signature of the person who prepared the plan.
- 1.9.3. Before signing the written plan, the person qualified to oversee the fire must evaluate and approve the anticipated impact of the fire on surrounding areas which are sensitive to smoke (NRS 527.128).
- 1.9.4. A direct supervisor, who is qualified to oversee such fires and crews, must remain on site for the duration of the fire.
- 1.9.5. Vendors must indicate in their response whether their personnel are NWCG qualified for prescribed fire positions and must provide documentation to show qualifications with their response.

1.10. ROAD CONSTRUCTION/MAINTENANCE/REHABILITATION SPECIFICATION

- 1.10.1. Vendors must indicate in their response the manufacturer and model of available equipment necessary to complete this work, the capabilities of the equipment, and the operator/crews available to man the equipment as they pertain to the specifications of this scope of work.
- 1.10.2. Road construction activities may include, but are not necessarily limited to:
 - A. Road blazing.
 - B. Grading.
 - C. Backhoe/Track Hoe work.
 - D. Rock removal.
 - E. Tree removal.
 - F. Cut and fill work.
 - G. Skid trail construction.
 - H. Installation of drainage structures such as, but not limited to:

1. Culverts, bar ditches
2. Rolling dips
3. Trench drains
4. Tile drains
5. Erosion control barriers and structures
6. Temporary drainage crossings
7. Existing road and skid trail maintenance; and
8. Skid road rehabilitation following project conclusion.

1.10.3. Vendors must have familiarity with drainage fabrics and geotextiles. Vendors must include in their response detailed experience in comparable projects.

1.11. PROJECT PLANNING OR PROJECT MANAGEMENT

1.11.1. Vendors will complete vegetation management, fuel reduction, and other project implementation plans that may consider historical, present, and desired future conditions of any, but not limited to the following:

- A. Fire occurrence and impacts.
- B. Fuel loading.
- C. Vegetation condition and biodiversity.
- D. Soil condition and health.
- E. Invasive species.
- F. Riparian and wetlands.
- G. Rangeland uses and values.
- H. Recreation.
- I. Water quantity and quality.
- J. Wildlife species and habitats.
- K. Archeological resources.
- L. Climate impacts and carbon cycling.
- M. Special status species (threatened, endangered, sensitive, etc.); and
- N. National Environmental Policy Management Act or other public land planning and authorization processes.

1.11.2. Vendors performing project planning functions may be required to include accurate and current costs and budgets for planned tasks.

1.11.3. Vendors will be requested to perform project implementation management for fuel reduction, vegetation management and other projects while using any, but not limited to the following:

- A. Task planning, Gant chart, and RACI chart or matrix use.
- B. Project kickoff processes and procedures.
- C. Roles and responsibilities assignment.
- D. Permitting, permissions, clearances, and authorizations.
- E. Procurement, Coordinating and scheduling resources for implementation.
- F. Production monitoring, feedback, and evaluation.
- G. Safety hazard analysis and monitoring.
- H. Monitoring and reporting deliverable attainment.
- I. Budget and expense tracking; and
- J. Project closeout.

1.11.4. Vendors must indicate their experience and qualifications with the following processes and approaches as necessary and required to complete project plans and/or project management:

1.11.5. Prescription and application of best management practices, including, but not limited to the following:

- A. Fuel reduction in various fuel types and quantities.
- B. Vegetation health and vigor.
- C. Water quality.
- D. Wildlife habitat function.
- E. Soil stabilization.
- F. Weed control.
- G. Revegetation.
- H. Integrated Pest Management.
- I. Riparian Proper Functioning Condition.
- J. Vegetation protection measures.
- K. Use management practices.
- L. GIS analysis and mapping.
- M. GPS tracking.
- N. Electronic and/or web-based report production.
- O. Project planning in natural environments in Nevada; and
- P. Project management for implemented projects managed in natural environments in Nevada.

1.12. RISK ASSESSMENTS AND PROTECTION PLANNING

1.12.1. Vendors will complete assessments and provide reports with findings for various types of including, but not limited to:

- A. Wildfire risk assessment.
- B. Community hazard assessment.
- C. Hazardous fuel assessment; and
- D. Home ignition zone (HIZ) inspections.

1.12.2. Vendors will write protection plans and provide copies for various types including, but not limited to:

- A. Wildfire pre-suppression plans.
- B. Community wildfire protection plans.
- C. Wildfire mitigation plans.
- D. Evacuation plans.
- E. Fire prevention plans; and
- F. Emergency notification plans

1.12.3. Vendors must indicate their experience with the following processes and approaches as necessary and required to complete assessments, protection plans and comparable projects:

- A. Facilitating Public meetings.
- B. Consensus building; collaboration.
- C. Partnership creation and/or enhancement.
- D. Public information and/or media notification and coordination.
- E. GIS analysis and mapping; and
- F. Electronic and/or web-based report production

1.12.4. Vendors must have a familiarity with and use as requested, but not limited to the following references and guidelines:

- A. Home Ignition Zone (HIZ) (National Fire Protection Association).
- B. Firewise USA®.
- C. Ready, Set, Go! (IAFC).
- D. Healthy Forests Restoration Act of 2003 standards for Community Wildfire Protection Planning.
- E. Preparing a Community Wildfire Protection Plan: A Handbook for Wildland-Urban Interface Communities (2004).

- F. Community Guide to Preparing and Implementing a Community Wildfire Protection Plan (2008); and
- G. Other state and nationally accepted standards and guidelines for risk assessments and wildfire protection planning.

1.13. TARGETED GRAZING

1.13.1. Vendors will supply livestock to achieve objectives obtained through vegetation and fuel reduction or alteration including, but not limited to:

- A. Fuel load reduction.
- B. Invasive plant species management.
- C. Wildlife habitat improvement; and
- D. Native and/or desired species restoration and maintenance.

1.13.2. Livestock supplied by Vendors will be used to achieve land management objectives these and other physical actions:

- A. Consuming vegetation and fuel; and
- B. Trampling vegetation and fuel

1.13.3. Vendors will use the livestock they supply to take action to reduce or alter vegetation and fuel characteristics according to a specific prescription that contains the following and possibly greater details and specifications:

- A. Duration of treatment.
- B. Timing of treatment.
- C. Intensity of treatment.
- D. Location of treatment.
- E. Targeted fuel and/or vegetation; and
- F. Defined results and outcomes.

1.13.4. Vendors will indicate which specific target vegetation and fuel types, class and/or species their livestock are capable of consuming or trampling to meet objectives, including, but not limited to:

- A. Fuels.
- B. One-hour fuels are less than 0.25 inch in diameter (also dormant grasses).
- C. Ten-hour fuels are 0.25 inch to 1 inch in diameter (also leaf litter and pine needles).
- D. One hundred-hour fuels are 1 inch to 3 inches in diameter.
- E. One thousand-hour fuels are 3 inches to 8 inches in diameter.
- F. Individual species; and

- 1. Vegetation Class
- 2. Grass and/or grass like
- 3. Forbs
- 4. Shrubs
- 5. Trees

1.13.5. Vendors will provide a description of the livestock they possess and can supply for vegetation and fuel management projects.

- A. Species
- B. Breed
- C. Quantities
- D. Sex
- E. Age class

- 1.13.6. Vendors will provide a description of the livestock management techniques and resources they can and may use on targeted grazing project, including, but not limited to:
- A. Herders and/or Riders.
 - B. Supplemental feeding and/or salting.
 - C. Fencing and/or corrals.
 - D. Herding animals; and
 - E. Periodic monitoring and/or 24-hour onsite management.
- 1.13.7. Vendors must indicate their experience completing targeted grazing, indicating specific reference to each of the subsections of this scope of work.
- 1.14. SURVEYS, MONITORING, PERMITTING AND MITIGATION FOR NATURAL AND CULTURAL RESOURCES
- 1.14.1. Vendors will provide surveys, monitoring, permitting, and mitigation strategies for a natural and cultural resources including, but not limited to:
- A. Historic and prehistoric cultural resources.
 - B. Invasive and weedy species.
 - C. Special status species (threatened, endangered, sensitive, rare and others);
 - D. Wildlife populations and habitats; and
 - E. Critical water resources and watersheds.
- 1.14.2. Vendors will provide vegetation and ecological site surveys and monitoring, including, but not limited to:
- A. Coordinating with State of Nevada staff to develop survey and monitoring goals and objectives.
 - B. Developing project specific survey methodology for evaluating and documenting vegetation and ecological site status including identifying and describing vegetative communities, basic soil and geologic characteristics, describing site disturbances, identifying and quantifying invasive and/or noxious weeds, and identifying mapping rare and sensitive species.
 - C. Developing methodology that is statistically rigorous using modern and defensible sampling techniques.
 - D. Using geospatial tools and models for site selection, methods development, etc.
 - E. Hiring, coordinating, and managing field crews to implement surveys.
 - F. Ensuring that survey staff have sufficient knowledge and experience to accurately identify vegetation, soils, geology, and other natural resource attributes in Nevada ecosystems; and
 - G. Providing reports in various electronic formats that describe all requested surveyed and monitored items, their locations, conditions, quantities, and other attributes.
- 1.14.3. Vendors will develop vegetation and ecological site permitting, mitigation and data management, including, but not limited to:
- A. Provide Clean Water Act Sections 401, 402, and 404 permitting assistance, stormwater pollution prevention plans (SWPPPs).
 - B. Develop site-specific best management practices (BMPs).
 - C. Ensuring that environmental compliance and permitting needs are known and met.
 - D. Collecting and maintaining geospatial data such as survey tracklogs, point occurrences, and area polygons.
 - E. Developing, populating, and maintaining geospatial databases; and
 - F. Developing data management and delivery plans
- 1.14.4. Vendors will plan and perform surveys and inventories for weedy plants (including invasive, noxious, and non-native species). Vendors must:
- A. Be familiar with noxious and invasive weeds found in Nevada, be able to accurately distinguish weedy species from native vegetation and have enough knowledge to identify incipient populations of weedy species not yet established

in Nevada.

- B. Coordinate with State of Nevada staff to develop survey and monitoring goals and objectives.
- C. Hire, coordinate, and manage field crews to implement surveys.
- D. Prepare reports on noxious and invasive species found onsite; and
- E. Prepare invasive species management plans and agency-specific herbicide use permits, with suggested treatment methods for noxious and invasive species found onsite including outcomes and timelines expected with suggested treatment methods. Collect, manage, and deliver geospatial data such as point occurrences, survey tracklogs, and area polygons.

1.14.5. Vendors will plan and implement surveys to meet state and federal laws and regulations related to the preservation of cultural resources in Nevada.

- A. Vendors should have an expert level understanding of the compliance and consultation needs to meet State of Nevada statutes and Federal laws and regulations for the preservation of historic, archaeological, and cultural resources.

1.14.6. Vendors may be requested to do some or all the following:

- A. Coordinate with State of Nevada staff to develop survey and monitoring goals and objectives.
- B. Develop project specific survey methodology for cultural clearance surveys.
- C. Develop methodology that is statistically rigorous using modern and defensible industry standard sampling protocol.
- D. Hire, coordinate, and manage field crews to implement surveys.
- E. Ensure that survey staff have sufficient knowledge and experience to identify accurately and properly, record, and document archaeological resources and historic properties.
 - 1. Ensure permitting needs are known and met.
 - 2. Collect and maintain geospatial data such as survey tracklogs, point occurrences, and area polygons; and
 - 3. Prepare and submit reports sufficient to meet the Nevada State Historic Preservation Office requirements for Section 106 and Section 110 consultation and compliance.

COST

RFQ 99SWC-S2381 FIRE FUELS REDUCTION - GROUND

As needed, using agencies will obtain quotes from all contracted vendors in the region in which purchase is to be made.

Purchase will be made with consideration of lowest cost and availability of fuel delivery.

The cost of fuel and any additional fees must be provided to the using agency at the time quotes are requested. **Any fees not disclosed at time of quote will not be paid.**

ATTACHMENT BB
INSURANCE SCHEDULE

**INSURANCE SCHEDULE
SCOPE OF WORK
CONTROLLED FIRE,**

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 and 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 and broad form contractual liability and XCU coverage.

- 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".

b. The policy shall include coverage for pollution arising from products liability for environmental control equipment, manufacturers and distributors.

c. "Policy shall not contain exclusion for controlled burn activities or wildfire."

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 | |
| 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 of Nevada.
- 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. Contractor's Pollution Liability (Including Errors and Omissions)

For losses caused by pollution conditions that arise from the operations of the Contractor as described in the Scope of Services section of this Contract.

Per Occurrence \$1,000,000
General Aggregate \$2,000,000

- a. The policy shall provide for complete professional service coverage, including coverage for pollution liability that is the result of a breach of professional duties.
- b. The policy shall provide for protection against claims for third-party bodily injury, property damage, or environmental damage caused by pollution conditions resulting from general contracting activities for which the Contractor is legally liable.
- c. The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.
- d. 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".

5. Pollution Legal Liability (only if work involves the transportation of hazardous materials or regulated substances)

If the Scope of Services in this Contract requires the transportation of any hazardous material or regulated substances, the Contractor shall provide coverage with limits of at least:

Per Occurrence \$1,000,000
General Aggregate \$2,000,000

- 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".
- b. If the Scope of Services in the Contract requires the transportation of any hazardous materials or regulated substances, then the policy shall provide coverage for claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo.

6. Pollution Legal Liability for Disposal Site Operator

If the Scope of Services in this Contract requires the disposal of any hazardous materials from the job site, Contractor shall obtain a certificate of insurance for Pollution Legal Liability from the disposal site operator.

Per Occurrence \$1,000,000
General Aggregate \$2,000,000

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:
1. On insurance policies where the State of Nevada 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 **(State of Nevada Representative's Name & Address)**. 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 **(State Department Representative's Name and Address)**. The State project/contract number and project description are to 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 Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract must have prior approval from the State of Nevada Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

**INSURANCE SCHEDULE
SCOPES OF WORK
FOREST MANAGEMENT HAND CREWS, LARGE TREE REMOVAL,
FORESTRY EQUIPMENT, PESTICIDE APPLICATION,
SEED DRILLS/APPLICATION, GROUND SEEDERS/SPREADERS,
SHRUB & TREE PLANTING,
ROAD CONSTRUCTION/MAINTENANCE/REHABILITATION,
TARGETED GRAZING**

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 and 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 and broad form contractual liability and XCU coverage.

- 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".

b. The policy shall include coverage for pollution arising from products liability for environmental control equipment, manufacturers and distributors.

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 | |
| 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 of Nevada.
- 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. Contractor's Pollution Liability (Including Errors and Omissions)

For losses caused by pollution conditions that arise from the operations of the Contractor as described in the Scope of Services section of this Contract.

| | |
|-------------------|-------------|
| Per Occurrence | \$1,000,000 |
| General Aggregate | \$2,000,000 |

- a. The policy shall provide for complete professional service coverage, including coverage for pollution liability that is the result of a breach of professional duties.
- b. The policy shall provide for protection against claims for third-party bodily injury, property damage, or environmental damage caused by pollution conditions resulting from general contracting activities for which the Contractor is legally liable.
- c. The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.
- d. 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".

5. Pollution Legal Liability (only if work involves the transportation of hazardous materials or regulated substances)

If the Scope of Services in this Contract requires the transportation of any hazardous material or regulated substances, the Contractor shall provide coverage with limits of at least:

| | |
|-------------------|-------------|
| Per Occurrence | \$1,000,000 |
| General Aggregate | \$2,000,000 |

- 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".
- b. If the Scope of Services in the Contract requires the transportation of any hazardous materials or regulated substances, then the policy shall provide coverage for claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo.

6. Pollution Legal Liability for Disposal Site Operator

If the Scope of Services in this Contract requires the disposal of any hazardous materials from the job site, Contractor shall obtain a certificate of insurance for Pollution Legal Liability from the disposal site operator.

| | |
|-------------------|-------------|
| Per Occurrence | \$1,000,000 |
| General Aggregate | \$2,000,000 |

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. On insurance policies where the State of Nevada 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 **(State of Nevada Representative's Name & Address)**. 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 **(State Department Representative's Name and Address)**. The State project/contract number and project description are to 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 Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract must have prior approval from the State of Nevada Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

ATTACHMENT CC
STATE SOLICITATION



**STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, NV 89701
Phone: 775-684-0170**

Solicitation: **99SWC-S2381**
For
Fire Fuels and Vegetation Management Services Statewide
Ground Only

Release Date: **02/13/2024**
Deadline for Submission and Opening Date and Time: **03/13/2024 @ 2:00 pm**

Single point of contact for the solicitation:
NANCY FESER, PURCHASING OFFICER II
Email Address, nfeser@admin.nv.gov

(TTY for Deaf and Hard of Hearing, 800-326-6868
Ask the relay agent to dial, 1-775-515-5173/V.)

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1. APPLICABLE REGULATIONS GOVERNING PROCUREMENT

- 1.1. All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: www.leg.state.nv.us/law1.cfm.
- 1.2. SINGLE POINT OF CONTACT. Vendors and/or their representatives shall only contact the single point of contract or use the electronic procurement system regarding this solicitation until after a notice of award (NOA) has been issued. Failure to observe this restriction may result in disqualification of a proposal per NAC 333.155(3).
- 1.3. Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to NRS 281A, NRS 333.800, and NAC 333.155.

2. PROJECT OVERVIEW

- 2.1. The State of Nevada Purchasing Division is seeking proposals from qualified vendors to provide Fire Fuel Reduction and Vegetation Services statewide. The intent of this RFQ is to qualify vendors in which agencies will request bids on an as needed basis from the list of qualified vendors. The RFQ does not hold awarded vendors to any prices, nor does it obligate the State to purchase goods or services from all awarded vendors. The purchase amount will be controlled by the individual using agencies through a purchase order submitted or specific scope of work and accepted by the vendor once an individual project has been bid and awarded and the vendor enters into a Services Agreement with the using Agency, refer to Service Agreement for Statewide Contracts and Mini Bid Process.
- 2.2. The State may award one (1) or more contracts in conjunction with this RFQ, as determined in the best interests of the State. It is the intention of the State to award contract(s) on a statewide basis; however, proposals may be considered regionally (Northern, Southern, Rural). The vendor's proposal must identify the geographic region(s) in which services are being offered.
- 2.3. This contract(s) will be mandatory for State agencies located in geographic regions serviced by the contract. The University and Community College System, the Court System, the Legislative Counsel Bureau, and Political Subdivisions (i.e., cities, counties, school districts, etc.) may use the contract(s) resulting from this RFQ; however, they are not required to do so.
- 2.4. The State Purchasing Division will administer contract(s) resulting from this RFQ. The resulting contract(s), anticipated to begin May 14, 2024, subject to Board of Examiners approval, with an option to renew for two (2) additional years, if agreed upon by both parties and in the best interests of the State.
- 2.5. The State reserves the right to accept vendor proposals for qualification on an ongoing basis. Any future contract awards will be written based upon termination dates concurrent with contracts awarded as a result of the original RFQ.

2.6. GOALS AND OBJECTIVES

- 2.6.1. All work is to be performed in a professional manner, with due diligence paid to protecting Government and private property and ensuring a safe working environment for crew members. Equipment and crew must be fully compliant with State and local employer safety and fire prevention codes and ordinances. Key personnel are required to ensure crew safety, as well as an industry accepted level of production. Routine inspections will be conducted by the contracting agency to determine quality of work, production levels, and compliance with site protection requirements. Vendors will be required to have appropriate license(s) and insurance to qualify for all work in this RFQ. Copy of appropriate license(s) must be submitted with proposal. Vendors may also be required to provide a Performance Security in the form of a Surety Bond, Certificate of Deposit or Treasury Note. This requirement will be on a project-by-project basis and will be in an amount up to 100% of the project total.

A. Services may include, but are not necessarily limited to:

1. Forest Management Hand Crews
2. Large Tree Removal

3. Forestry Equipment
4. Pesticide Application
5. Seed Drills/Application
6. Hauling Services
7. Ground Seeders/Spreaders
8. Shrub and Tree Planting
9. Controlled Fire
10. Road Construction/Maintenance/Rehabilitation
11. Project Planning and Management
12. Risk Assessments and Projection Planning
13. Targeted Grazing
14. Application
15. Survey, Monitoring, Permitting, and Mitigation for Natural and Cultural Resources

B. Each service will be evaluated separately by the Evaluation Committee. The vendor must clearly identify in the ***Fire Fuels Reduction and Vegetation Management Services for Ground Only***, the service(s) that they would like to be considered for. The Evaluation Committee members will review each service independently of the others and determine if the Vendor meets the criteria of this RFQ.

3. REQUEST FOR QUALIFICATIONS

3.1. RFQ PROCESS

The process by which RFQ Responses shall be considered for award under this RFQ consists of two (2) distinct stages.

3.1.1. First Stage

The first stage is a determination of whether the vendor qualifies under the set of General Minimum Qualifications. If a vendor is determined to not meet any one of the General Minimum Qualifications, the RFQ response in its entirety shall not be considered for award.

3.1.2. Second Stage

If the vendor meets all the General and Technical Minimum Qualifications, and is awarded a contract under this RFQ, Vendors will be required to follow the guidelines regarding the bidding process.

3.2. GENERAL MINIMUM QUALIFICATIONS

It is mandatory that each component listed below in the Minimum Qualifications be addressed. Failure to address each component will result in disqualification of the RFQ response. Vendors proposing to receive an award through this RFQ must provide a detailed description of their SOQ, which must include, at a minimum, the following information.

- 3.2.1. Vendors will be required to have appropriate license(s) and insurance to qualify for all work in this RFQ. Copy of appropriate license(s) must be submitted with proposal; and
- 3.2.2. Vendors may also be required to provide a Performance Security in the form of a Surety Bond, Certificate of Deposit or Treasury Note. This requirement will be on a project-by-project basis and will be in an amount up to 100% of the project total.

3.3. TECHNICAL MINIMUM QUALIFICATIONS

It is ***mandatory*** that each component listed below in the Technical Minimum Qualifications be addressed. Failure to address each component shall result in disqualification of the RFQ response.

Vendors proposing to receive an award through this RFQ shall provide a detailed description of their SOQ, which shall include, at a minimum, the following information.

- 3.3.1. Vendors will be required to have appropriate license(s) and insurance to qualify for all work in this RFQ. Copy of

appropriate license(s) must be submitted with proposal; and

- 3.3.2. Vendors may also be required to provide a Performance Security in the form of a Surety Bond, Certificate of Deposit or Treasury Note. This requirement will be on a project-by-project basis and will be in an amount up to 100% of the project total.

3.4. BIDDING PROCESS

Using Agencies will utilize a bidding system on an as needed basis for each project, and the awarded vendors will be notified based on the project's needs. *The RFQ does not hold awarded vendors to any prices, nor does it obligate the State to purchase goods or services from all awarded vendors.* The purchase amount will be controlled by the individual using agencies through a purchase order submitted to and accepted by the vendor once an individual project has been bid on and awarded. *Refer to– Service Agreement Template and Mini-Bid Process.*

3.5. PROJECT MEETINGS FOR FIRE FUEL REDUCTION AND VEGETATION MANAGEMENT SERVICES.

3.5.1. Pre-Work Conference:

- A. A Pre-Work Conference will be held prior to the start of each project. The vendor will be notified in advance of the meeting time, date, and place. The purpose will be to review required work, project drawings and specifications, construction schedules, payments, and administrative provisions of the contract.
- B. The vendor, subcontractors, and the persons responsible for coordination of the work shall be present at the meeting; and
- C. The vendor shall be prepared to summarize and explain procedures planned for the project.

4. ATTACHMENTS

4.1. ATTACHMENTS INCORPORATED BY REFERENCE. To be read and not returned.

4.1.1. Terms and Conditions for Services

- 4.1.2. Cost Schedule – NOT needed the purchase amount will be controlled by the individual using agencies based on the project.

4.2. ATTACHMENTS FOR REVIEW. To be read and not returned (unless redlining).

4.2.1. Contract Form

4.2.2. Insurance Schedule

4.3. PROPOSAL ATTACHMENTS. To be completed and returned.

4.3.1. Scopes of Work – Vendor proposal on.

4.3.2. Proposed Staff Resume

4.3.3. Reference Questionnaire

4.3.4. Attachments for Signature

A. Vendor Information Response

B. Vendor Certifications

C. Certification Regarding Lobbying

D. Confidentiality and Certification of Indemnification

5. TIMELINE

5.1. QUESTIONS. All questions regarding this solicitation shall be submitted using the Bid Q&A feature in NevadaEPro.

5.2. TIMELINE. The following represents the proposed timeline for this project.

5.2.1. All times stated are Pacific Time (PT).

5.2.2. These dates represent a tentative schedule of events.

5.2.3. The State reserves the right to modify these dates at any time.

- A. Deadline for QuestionsNo later than 5:00 pm on 02/20/2024
- B. Answers Posted..... On or about 02/27/2024
- C. Deadline for References.....No later than 5:00 pm on 03/12/2024
- D. Deadline Proposal Submission and OpeningNo later than 2:00 pm on 03/13/2024
- E. Evaluation Period (estimated)..... 03/13/2024 – 03/20/2024
- F. Notice of Intent (estimated) On or about 03/20/2024
- G. Notice of Award (estimated)..... On or about 04/09/2024
- H. BOE Approval (estimated) 05/14/2024
- I. Contract start date (estimated) 05/14/2024

6. EVALUATION

6.1. Evaluation and scoring are conducted in accordance with NRS 333.335 and NAC 333.160-333.165.

- 6.1.1. Proposals shall be kept confidential until a contract is awarded.
- 6.1.2. In the event the solicitation is withdrawn prior to award, proposals remain confidential.
- 6.1.3. The evaluation committee is an independent committee established to evaluate and score proposals submitted in response to the solicitation.
- 6.1.4. Financial stability shall be scored on a pass/fail basis.
- 6.1.5. Proposals shall be consistently evaluated and scored based upon the following factors and relative weights.

- A. Experience in performance of comparable engagements..... Pass/Fail
- B. Expertise and availability of key personnel.....Pass/Fail
- C. Demonstrated CompetencePass/Fail
- D. Conformance with the terms of this RFQ..... Pass/Fail

6.1.6. Cost: **Cost will be provided on an as needed basis, based on the scope of work.**

6.2. INVERSE PREFERENCE

- 6.2.1. The State applies an inverse preference to vendors that have a principal place of business in a state other than Nevada and that state applies an in-state preference not afforded to Nevada based vendors, pursuant to AB28 passed in the 81st session of the Nevada Legislature.
- 6.2.2. The amount of the inverse preference is correlated to the amount of preference applied in the other state.
- 6.2.3. Vendors who meet this criterion must indicate it on their submitted Quote in NevadaEPro.
- 6.2.4. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

7. MANDATORY MINIMUM REQUIREMENTS

- 7.1. Pursuant to NRS 333.311 a contract cannot be awarded to a proposal that does not comply with the requirements listed in this section. The proposal shall include confirmation of compliance with all mandatory minimum requirements.
- 7.2. NEVADA LAW AND STATE INDEMNITY. Pursuant to NRS 333.339, any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.
- 7.3. NO BOYCOTT OF ISRAEL. Pursuant to NRS 333.338, the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).
- 7.4. INDEMNIFICATION. Required contract terms on 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 breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract."

- 7.5. LIMITED LIABILITY. Required contract terms on Limited Liability: "The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. The contract liability of both parties shall not be subject to punitive damages. 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. Contractor's tort liability shall not be limited."
- 7.6. CONTRACT RESPONSIBILITY. Awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this solicitation, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 7.7. STATESIDE DATA. State IT requires that State data assets must be maintained in the United States and data will not be held offshore.
- 7.8. NEVADA BUSINESS LICENSE. Pursuant to NRS 353.007, prior to contract execution awarded vendor must hold a state business license pursuant to NRS chapter 76 unless exempted by NRS 76.100(7)(b).
- 7.9. DISCLOSURE. Each vendor shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable.

8. CRITICAL ITEMS

- 8.1. In addition to the *Scope of Work* and *Attachments*, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring the proposal. Vendor proposals should address items in this section in enough detail to provide evaluators with an accurate understanding of vendor capabilities. Proposals that fail to sufficiently respond to these items may be considered non-responsive.
- 8.2. CONTRACT FORM. The State strongly prefers vendors agree to the terms of the attached *Contract Form* as is. The ability to agree to contract terms is a high priority to the State. Vendors who cannot agree to the contract as is must include a redlined Word version of the attached *Contract Form* with their proposal response. To the extent a vendor has prior contractual dealings with the State, no assumption should be made that terms outside those provided herein have any influence on this project.
- 8.3. INSURANCE SCHEDULE
 - 8.3.1. The State strongly prefers vendors agree to the terms of the attached *Insurance Schedule* as is. Vendors who cannot agree must explain which areas are causing non-compliance and attach a red line if necessary.
 - 8.3.2. The awarded vendor shall maintain, for the duration of the contract, insurance coverage as set forth in the fully executed contract.
 - 8.3.3. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage.
 - 8.3.4. Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.
- 8.4. VENDOR BACKGROUND
 - 8.4.1. Company background/history and why vendor is qualified to provide the services described in this solicitation.
 - 8.4.2. Provide a brief description of the length of time vendor has been providing services described in this solicitation to the public and/or private sector.
- 8.5. VENDOR STAFF RESUMES
 - 8.5.1. A resume shall be included for each proposed key personnel, see *Proposed Staff Resume*.
 - 8.5.2. A resume shall also be included for any proposed key subcontractor personnel.
- 8.6. SUBCONTRACTORS
 - 8.6.1. Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this solicitation. This does not include third parties who provide support or incidental services to the contractor.
 - 8.6.2. The proposal should include a completed *Vendor Information Response* form for each subcontractor.
 - 8.6.3. Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

- 8.6.4. Vendor proposal shall identify specific requirements of the project for which each subcontractor shall perform services.
- A. How the work of any subcontractor(s) shall be supervised
 - B. How channels of communication shall be maintained
 - C. How compliance with contracts terms and conditions will be assured
 - D. Previous experience with subcontractor(s)

8.7. **VENDOR FINANCIAL INFORMATION**

- 8.7.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.
- 8.7.2. This information should be submitted as a separate attachment, flagged as confidential in NevadaEPro.
- 8.7.3. Proposing vendor shall provide the following financial information and documentation:
- A. Dun and Bradstreet Number
 - B. Federal Tax Identification Number

8.8. **BUSINESS REFERENCES**

- 8.8.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.
- 8.8.2. Vendors shall provide a minimum of three (3) business references from similar projects performed for private and/or public sector clients within the last five (5) years, see *Reference Questionnaire*.
- 8.8.3. The purpose of these references is to document relevant experience and aid in the evaluation process.
- 8.8.4. Business references should return *Reference Questionnaire* directly to Single Point of Contact via email.
- 8.8.5. Business references will not be accepted directly from proposing vendor.
- 8.8.6. Business references shall not be requested from the soliciting agency.
- 8.8.7. The State will not disclose submitted references but will confirm if a reference has been received.
- 8.8.8. The State reserves the right to contact references during evaluation.

9. SUBMISSION CHECKLIST

- 9.1. This section identifies documents that shall be submitted to be considered responsive. Vendors are encouraged to review all requirements to ensure all requested information is included in their response.
- 9.1.1. Proposals must be submitted as a Quote through NevadaEPro, <https://NevadaEPro.com>.
- 9.1.2. Vendors are encouraged to submit a single file attachment per proposal section if possible.
- 9.1.3. Technical proposal information and Cost proposal information shall not be included in the same attachment.
- 9.1.4. Additional attachments may be included but are discouraged and should be kept to a minimum.

9.2. **TECHNICAL PROPOSAL**

- A. Title Page
- B. Table of Contents
- C. Response to Mandatory Minimum Requirements
- D. Response to Critical Items
- E. Response to Scope of Work
- F. Proposed Staff Resumes
- G. Other Informational Material

- 9.3. **PROPRIETARY INFORMATION.** If necessary. The attachment should be flagged confidential in NevadaEPro.

- A. Title Page
- B. Table of Contents
- C. Trade Secret information, cross reference to the technical proposal.

- 9.4. **VENDOR FINANCIAL INFORMATION.** The attachment should be flagged confidential in NevadaEPro.

9.5. SIGNED ATTACHMENTS

- A. Vendor Information Response
- B. Vendor Certifications
- C. Confidentiality and Certification of Indemnification
- D. Certification Regarding Lobbying

9.6. OTHER ATTACHMENTS. If necessary, not recommended.

9.7. REFERENCE QUESTIONNAIRES. Not submitted directly by vendor.

VENDOR INFORMATION RESPONSE

Vendors shall complete and return this form in their proposal.
If the proposal includes subcontractors, form must be completed for each subcontractor as well.

1. VENDOR CONTACT INFORMATION

1.1 COMPANY NAME AND CONTACT INFORMATION:

The information provided in the table below shall be used for development of the contract, if awarded.

| Requested Information | Response |
|--|----------|
| Company Name: | |
| Company Street Address: | |
| City, State, Zip Code: | |
| Telephone Number, including area code: | |
| Toll Free Number, including area code: | |
| Email Address: | |

1.2 CONTACT PERSON FOR QUESTIONS/CONTRACT NEGOTIATIONS

| Requested Information | Response |
|--|----------|
| Name: | |
| Title: | |
| Address: | |
| City, State, Zip Code: | |
| Email Address: | |
| Telephone Number, including area code: | |
| Toll Free Number, including area code: | |

2. VENDOR INFORMATION

2.1 Vendors shall provide an overall company profile in the following table:

| Question | Response |
|--|----------|
| Company Name: | |
| Ownership (sole proprietor, partnership, etc.): | |
| State of Incorporation: | |
| Date of Incorporation: | |
| # of years in business: | |
| List of top officers: | |
| Location of company headquarters, to include City and State: | |
| Location(s) of the office that shall provide the services described in this RFP: | |
| Number of employees locally with the expertise to support the requirements identified in this RFP: | |
| Number of employees nationally with the expertise to support the requirements in this RFP: | |
| Location(s) from which employees shall be assigned for this project: | |

2.2 VENDOR LICENSING

2.2.1 **Please be advised:** Pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state shall register with the State of Nevada, Secretary of State’s Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

2.2.2 The selected vendor, prior to doing business in the State of Nevada, shall be appropriately licensed by the State of Nevada, Secretary of State’s Office pursuant to NRS 76. Information regarding the Nevada Business License can be located at <http://nvsos.gov>.

| Question | Response | | | |
|--|----------|-----------------------|----|-----------------------|
| Nevada Business License Number: | | | | |
| Legal Entity Name: | | | | |
| Is the Legal Entity Name the same name as vendor is Doing Business As (DBA)? | Yes | <input type="radio"/> | No | <input type="radio"/> |
| If the answer is ‘No’, provide explanation below: | | | | |
| | | | | |

2.3 STATE OF NEVADA EXPERIENCE

| Question | Response | | | |
|--|----------|-----------------------|----|-----------------------|
| Has the vendor ever been engaged under contract by any State of Nevada agency? | Yes | <input type="radio"/> | No | <input type="radio"/> |

2.3.1 If 'Yes', complete the following table for each State agency for whom the work was performed.

2.3.2 Table can be duplicated for each contract being identified.

| Question | Response |
|-------------------------------------|----------|
| State Agency Name: | |
| State Agency Contact Name: | |
| Dates Services Were Performed: | |
| Type of Duties Performed: | |
| Total Dollar Value of the Contract: | |

2.4 CURRENT OR FORMER EMPLOYEE

| Question | Response | | | |
|---|----------|-----------------------|----|-----------------------|
| Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions? | Yes | <input type="radio"/> | No | <input type="radio"/> |
| If 'Yes', please explain when the employee is planning to render services; i.e., while on annual leave, compensatory time, or on their own time? | | | | |

2.4.1 If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response to this RFP, and specify the services that each person shall be expected to perform.

2.5 PRIOR OR ONGOING CONTRACTUAL ISSUES

2.5.1 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity.

2.5.2 Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP shall also be disclosed.

| Question | Response | | | |
|--|----------|-----------------------|----|-----------------------|
| Does any of the above apply to your company? | Yes | <input type="radio"/> | No | <input type="radio"/> |

2.5.3 If 'Yes', please provide the information in the table below.

2.5.4 Table can be duplicated for each issue being identified.

| Question | Response | |
|---|--------------|--------------------|
| Date of alleged contract failure or breach: | | |
| Parties involved: | | |
| Description of the contract failure, contract breach, or litigation, including the products or services involved: | | |
| Amount in controversy: | | |
| Resolution or current status of the dispute: | | |
| If the matter has resulted in a court case: | Court | Case Number |
| | | |
| Status of the litigation: | | |

3. PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD

Using agencies may desire to use a Procurement Card as a method of payment to vendors.

| PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD | | | |
|--|----------|-----------------------|--------------------------|
| Question | Response | | |
| Please indicate if you will accept this method of payment? | Yes | <input type="radio"/> | No <input type="radio"/> |

4. NAME OF INDIVIDUAL AUTHORIZED TO BIND THE ORGANIZATION

| Requested Information | Response |
|-----------------------|----------|
| Name: | |
| Title: | |

4.1 SIGNATURE OF INDIVIDUAL AUTHORIZED TO BIND THE VENDOR

| Individual shall be legally authorized to bind the vendor per NRS 333.337 | |
|---|--|
| Signature: | |
| Date: | |

VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

1. Any and all prices that may be charged under the terms of the contract do not and shall not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
2. All proposed capabilities can be demonstrated by the vendor.
3. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
4. All proposal terms, including prices, shall remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, shall remain in effect throughout the contract negotiation process.
5. No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals shall be made in good faith and without collusion.
6. All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion shall be in writing and included in the proposal at the time of submission.
7. Each vendor shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict shall be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest shall automatically result in the disqualification of a vendor's proposal. An award shall not be made where a conflict of interest exists. The State shall determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
8. All employees assigned to the project are authorized to work in this country.
9. The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or disability of another nature.
10. The company has a written policy regarding compliance for maintaining a drug-free workplace.
11. Vendor understands and acknowledges that the representations within their proposal are material and important and shall be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
12. Vendor shall certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.

The proposal shall be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

| | |
|---------------|--|
| Company Name: | |
| Print Name: | |
| Signature: | |
| Date: | |

CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked confidential in their entirety, or those in which a significant portion of the submitted proposal is marked confidential shall not be accepted by the State of Nevada. Pursuant to NRS 333.333, only proprietary information may be labeled a trade secret as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendor proposals become public information.

In accordance with the submittal instructions of this RFP, vendors are requested to submit confidential information in separate files flagged as confidential in NevadaEPro.

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling requirements, proposals shall be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that shall be in an open meeting format, the proposals shall remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act shall constitute a complete waiver, and all submitted information shall become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

If this proposal contains Confidential Information, Trade Secrets and/or Proprietary information. Please initial the appropriate response in the boxes below and provide the justification for confidential status. Attached additional pages if necessary.

| | Proprietary Information | Yes | <input type="radio"/> | No | <input type="radio"/> |
|--|-------------------------|-----|-----------------------|----|-----------------------|
| Justification for Confidential Status: | | | | | |
| Company Name: | | | | | |
| Signature: | | | | | |
| Print Name: | | | | | |
| Date: | | | | | |

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

| | |
|--|--|
| Vendor Name: | |
| Project Title: | |
| Print Name of Official Authorized to Sign Application: | |
| Signature of Official Authorized to Sign Application: | |
| Date: | |

ATTACHMENT DD
VENDOR PROPSAL

VENDOR INFORMATION RESPONSE

Vendors shall complete and return this form in their proposal.

If the proposal includes subcontractors, form must be completed for each subcontractor as well.

1. VENDOR CONTACT INFORMATION

1.1 COMPANY NAME AND CONTACT INFORMATION:

The information provided in the table below shall be used for development of the contract, if awarded.

| Requested Information | Response |
|--|--|
| Company Name: | Truckee Meadows Fire Protection District |
| Company Street Address: | 3663 Barron Way |
| City, State, Zip Code: | Reno Nevada 89511 |
| Telephone Number, including area code: | 775-326-6080 |
| Toll Free Number, including area code: | |
| Email Address: | Tmontoya-neves@tmfpd.us |

1.2 CONTACT PERSON FOR QUESTIONS/CONTRACT NEGOTIATIONS

| Requested Information | Response |
|--|--------------------|
| Name: | Adam Crichton |
| Title: | Crew Boss |
| Address: | 3663 Barron Way |
| City, State, Zip Code: | Reno Nevada 89511 |
| Email Address: | acrichton@tmfpd.us |
| Telephone Number, including area code: | 775-737-8782 |
| Toll Free Number, including area code: | 775-326-6076 |

2. VENDOR INFORMATION

2.1 Vendors shall provide an overall company profile in the following table:

| Question | Response |
|--|--|
| Company Name: | Truckee Meadows Fire Protection District |
| Ownership (sole proprietor, partnership, etc.): | Local Government |
| State of Incorporation: | Nevada |
| Date of Incorporation: | 1972 |
| # of years in business: | 52 Years |
| List of top officers: | Chief Charles Moore |
| Location of company headquarters, to include City and State: | Reno Nevada |
| Location(s) of the office that shall provide the services described in this RFP: | 3663 Barron way reno nevada 89511 |
| Number of employees locally with the expertise to support the requirements identified in this RFP: | 30 |
| Number of employees nationally with the expertise to support the requirements in this RFP: | 0 |
| Location(s) from which employees shall be assigned for this project: | Reno Nevada |

2.2 VENDOR LICENSING

2.2.1 **Please be advised:** Pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state shall register with the State of Nevada, Secretary of State’s Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

2.2.2 The selected vendor, prior to doing business in the State of Nevada, shall be appropriately licensed by the State of Nevada, Secretary of State’s Office pursuant to NRS 76. Information regarding the Nevada Business License can be located at <http://nvsos.gov>.

| Question | Response | | | | |
|--|--|-----|----------------------------------|----|-----------------------|
| Nevada Business License Number: | | | | | |
| Legal Entity Name: | Truckee Meadows Fire Protection District | | | | |
| Is the Legal Entity Name the same name as vendor is Doing Business As (DBA)? | <table border="1"> <tr> <td>Yes</td> <td><input checked="" type="radio"/></td> <td>No</td> <td><input type="radio"/></td> </tr> </table> | Yes | <input checked="" type="radio"/> | No | <input type="radio"/> |
| Yes | <input checked="" type="radio"/> | No | <input type="radio"/> | | |
| If the answer is 'No', provide explanation below: | | | | | |
| | | | | | |

2.3 STATE OF NEVADA EXPERIENCE

| Question | Response | | | |
|--|----------|----------------------------------|----|-----------------------|
| Has the vendor ever been engaged under contract by any State of Nevada agency? | Yes | <input checked="" type="radio"/> | No | <input type="radio"/> |

2.3.1 If 'Yes', complete the following table for each State agency for whom the work was performed.

2.3.2 Table can be duplicated for each contract being identified.

| Question | Response |
|-------------------------------------|--|
| State Agency Name: | Nevada Division Of Forestry |
| State Agency Contact Name: | Ron Bollier |
| Dates Services Were Performed: | 2020 to current |
| Type of Duties Performed: | Natrual disaster Response, Fuel Reduction work |
| Total Dollar Value of the Contract: | 3 million |

2.4 CURRENT OR FORMER EMPLOYEE

| Question | Response | | | |
|---|----------|-----------------------|----|----------------------------------|
| Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions? | Yes | <input type="radio"/> | No | <input checked="" type="radio"/> |
| If 'Yes', please explain when the employee is planning to render services; i.e., while on annual leave, compensatory time, or on their own time? | | | | |

2.4.1 If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response to this RFP, and specify the services that each person shall be expected to perform.

2.5 PRIOR OR ONGOING CONTRACTUAL ISSUES

2.5.1 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity.

2.5.2 Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP shall also be disclosed.

| Question | Response | | | |
|--|----------|-----------------------|----|----------------------------------|
| Does any of the above apply to your company? | Yes | <input type="radio"/> | No | <input checked="" type="radio"/> |

2.5.3 If 'Yes', please provide the information in the table below.

2.5.4 Table can be duplicated for each issue being identified.

| Question | Response | |
|---|--------------|--------------------|
| Date of alleged contract failure or breach: | | |
| Parties involved: | | |
| Description of the contract failure, contract breach, or litigation, including the products or services involved: | | |
| Amount in controversy: | | |
| Resolution or current status of the dispute: | | |
| If the matter has resulted in a court case: | Court | Case Number |
| | | |
| Status of the litigation: | | |

3. PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD

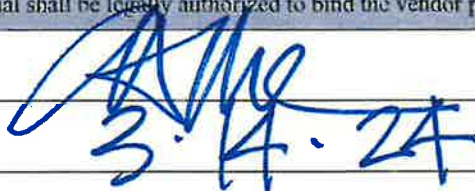
Using agencies may desire to use a Procurement Card as a method of payment to vendors.

| PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD | | | |
|--|----------|-----------------------|-------------------------------------|
| Question | Response | | |
| Please indicate if you will accept this method of payment? | Yes | <input type="radio"/> | No <input checked="" type="radio"/> |

4. NAME OF INDIVIDUAL AUTHORIZED TO BIND THE ORGANIZATION

| Requested Information | Response |
|-----------------------|---------------|
| Name: | Charles Moore |
| Title: | Fire Chief |

4.1 SIGNATURE OF INDIVIDUAL AUTHORIZED TO BIND THE VENDOR

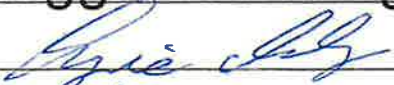
| Individual shall be legally authorized to bind the vendor per NRS 333.337 | |
|---|--|
| Signature: |  |
| Date: | 3.4.24 |

VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

1. Any and all prices that may be charged under the terms of the contract do not and shall not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
2. All proposed capabilities can be demonstrated by the vendor.
3. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
4. All proposal terms, including prices, shall remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, shall remain in effect throughout the contract negotiation process.
5. No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals shall be made in good faith and without collusion.
6. All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion shall be in writing and included in the proposal at the time of submission.
7. Each vendor shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict shall be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest shall automatically result in the disqualification of a vendor's proposal. An award shall not be made where a conflict of interest exists. The State shall determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
8. All employees assigned to the project are authorized to work in this country.
9. The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or disability of another nature.
10. The company has a written policy regarding compliance for maintaining a drug-free workplace.
11. Vendor understands and acknowledges that the representations within their proposal are material and important and shall be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
12. Vendor shall certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.

The proposal shall be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

| | |
|---------------|---|
| Company Name: | Truckee Meadows Fire Protection District |
| Print Name: | Auggie Isernhagen |
| Signature: |  |
| Date: | 3/14/24 |

CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked confidential in their entirety, or those in which a significant portion of the submitted proposal is marked confidential shall not be accepted by the State of Nevada. Pursuant to NRS 333.333, only proprietary information may be labeled a trade secret as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendor proposals become public information.

In accordance with the submittal instructions of this RFP, vendors are requested to submit confidential information in separate files flagged as confidential in NevadaEPro.

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling requirements, proposals shall be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that shall be in an open meeting format, the proposals shall remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act shall constitute a complete waiver, and all submitted information shall become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

If this proposal contains Confidential Information, Trade Secrets and/or Proprietary information. Please initial the appropriate response in the boxes below and provide the justification for confidential status. Attached additional pages if necessary.

| | Proprietary Information | Yes | <input type="radio"/> | No | <input checked="" type="radio"/> |
|--|-------------------------|-----|-----------------------|----|----------------------------------|
| Justification for Confidential Status: | | | | | |
| Company Name: | | | | | |
| Signature: | | | | | |
| Print Name: | | | | | |
| Date: | | | | | |


CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

| | |
|--|--|
| Vendor Name: | Truckee Meadows Fire Protection District |
| Project Title: | Fire Fuels & Vespitation Managment Services |
| Print Name of Official Authorized to Sign Application: | Auggie Isernhagen |
| Signature of Official Authorized to Sign Application: |  |
| Date: | 3/14/24 |



Summary of Services/Benefits

Truckee Meadows Fire Protection District

Introduction

This document will provide a summary of services and benefits provided by Truckee Meadows Fire Protection District (TMFPD) to NV Energy (NVE) through their established fuels management collaboration. The following will provide details and unique aspects of the TMFPD Program to assist with cost comparison during contract renewal. Many of these benefits are above what is captured in the contract Scope of Work but are vital to NVE fuels management implementation. The involvement of TMFPD has been crucial in every successful example of this program across the state. Specifics can also be found in job descriptions attached as an exhibit in the TMFPD/NVE Contract.

TMFPD Wildland/Fuels Division Overview

When fully staffed, the TMFPD Wildland/Fuels Division is comprised of the following: one Division Chief, one Fire Management Officer, two Crew Boss/Wildland Battalion Chiefs, six Squad Boss/Wildland Captains, three Heavy Equipment Operators, six Wildland Engine Operators, 18 Wildland Crew Members, one Wildland Urban Interface Coordinator, one Billing/Grants Accountant, and one mechanic (Exhibit 1- Organizational Chart). While not all positions are funded under the program, and none are solely funded by NVE, all can and do engage frequently in NVE work. All TMFPD Wildland/Fuels personnel are year-round; there are no seasonal employees in the TMFPD Wildland/Fuels Division. This is a key element benefitting NV Energy through increased fuels management production outside of the traditional “fire season,” as well as other types of natural disasters (TMFPD personnel and equipment were used extensively during the snowstorms of the 2022/2023 winter).

Positions (The following are descriptions of positions and skillsets within the Division)

- ❖ Division Chief – The TMFPD Wildland/Fuels Division Chief is funded through TMFPD budgets and not through NV Energy. The current incumbent in this position has an undergraduate degree in Forestry and Rangeland Ecology and a Master’s Degree in Public Administration and Policy, as well as over twenty years in wildland fire and project implementation. In addition, this person has been, and is crucial across the state to the effective implementation of the Natural Disaster Protection Plan (NDPP), both in the field and regarding administrative functions. As an example, this individual oversaw all field operations during the large NVE projects done as the Caldor Fire came toward South Lake Tahoe. This individual also identified the need to use Field Maps to capture data and established the need for herbicide application post-treatment across the State.
- ❖ Fire Management Officer – This position is key to planning and implementing large-scale NVE projects across the State and is the main point of contact between TMFPD, other local jurisdictions, and NVE FMOs for project oversight and prioritization. The current incumbent in this position has over thirty years of experience in fire and Incident Management Teams. This includes performing as the Operations Section Chief on Type I and Type II Incident Management Teams, managing over a thousand operational personnel at times. This individual has been crucial to the success of numerous complex NVE projects across the State.

The 101/102 line (Exhibit 2) treatments, 619 treatments, 212 treatments (Exhibit 3), aerial logging projects (Exhibit 4), The Austin project (Exhibit 5), and Winnemucca projects (Exhibit 6) would not have been successfully completed and/or implemented without their management skillset. This position has also been key in the oversight and management of other NVE-sponsored Cooperator Programs across western Nevada (Exhibit 7).

- ❖ Crew Bosses – TMFPD Crew Bosses are qualified at mid-management level fire qualifications and have been instrumental in the oversight of multiple operational resources during large projects. Examples of this include every large-scale and traveling project across the State including but not limited to: the 101/102 and 212 projects, hazard tree removal on Mt. Charleston, Big Bend State Park treatments near Las Vegas, Tamarack Fire, Caldor Fire, etc. Crew Bosses are also assigned oversight of grants and contracts outside of NVE while not under NVE funding. They are critical in obtaining other funding and the implementation/administrative needs of those sources, serving as a return on investment to NVE as outlined under the “Additional Funding” section of this document.
- ❖ Squad Bosses – The six TMFPD Squad Bosses provide day-to-day, in-the-field oversight of deployment and the implementation of personnel. In addition, each Squad Boss manages one or more “subordinate programs” within the Division, each with their own associated skill sets. Examples include, but are not limited to, chainsaw maintenance, and inventory, herbicide application, training, technology, SNPLMA grant processes, TMFPD Green Waste Program (collects roughly 1500 loads of hazardous fuels a year), TMFPD Curbside Chipping (non-NVE funded), Wildland Urban Interface Community Programs, etc. These unique oversight elements have all been key to the successes of the Division and the NDPP thus far.
- ❖ Heavy Equipment Operators (HEO) – TMFPD currently employs three HEO’s and all have been utilized repeatedly across the state. They were critical in all of the aforementioned projects and carry Nevada Class A Commercial Driver’s Licenses, often moving crucial heavy equipment (both owned by TMFPD and NVE) around the state upon NVE request. The 1st HEO manages the TMFPD Prescribed Fire Program (used on pile burns for NVE and other projects), The 2nd HEO is one of only two trained and certified cooperator personnel on the NVE-owned Spider Excavator (Exhibit 8), and the 3rd HEO has a large skill set in bulldozer operations which are staffed for standby and fire response during wind events at NVE’s request.
- ❖ Wildland Urban Interface (WUI) Coordinator – This position is fairly new to TMFPD but is designed to increase the use of FireWise, Ready Set Go, Fire Adapted Nevada, and Living With Fire Programs. Each of these programs comes with the added benefit of available grant funding for fuels management treatments. Additionally, this position is designed to update needed Community Wildfire Protection Plans, a requirement to apply for the tens of millions of dollars available through the Community Wildfire Defense Program. This position has a large public education component, serving as a force multiplier through fuels management implementation by citizens. The WUI Coordinator is also required to obtain a National Wildfire Coordination Group qualification as a Public Information Officer both for utilization on wildland fires and for Public Relations regarding large NVE projects.

Miscellaneous Skillsets – In addition to the above-mentioned positions, personnel throughout the Division come with various skillsets including, but not limited to: NVE Cellular on Wheels oversight, maintenance, and operation, natural resource degrees, fire management degrees, multiple and various wildland fire qualifications, advanced/hazard tree faller qualifications, Certified Pesticide Applicator qualifications, International Society for Arboriculture Certified Arborist qualifications, and multitudes of others.

Additional Funding

As mentioned previously, through the work of TMFPD’s Billing/Grants Accountant and work of Crew Bosses, TMFPD is one of the few cooperators that actively seek and utilize other funding sources for larger impacts on the landscape regarding fuels management.

Examples of funding that has been awarded/utilized are as follows:

- Approximately \$600,000 per year in annual funding from internal TMFPD budgets
- Approximately \$800,000 Southern Nevada Land Management Act (BLM) funding to do fuels treatments along Mt. Rose Highway in the 212 line area
- Approximately \$5,000,000 in Hazard Mitigation Grant Program (FEMA) funding for fuels treatments in Washoe Valley, West Reno, Galena, and the North Valleys of Reno
- Approximately \$1,200,000 in Senate Bill 508 Nevada Division of Forestry funding
- Approximately \$80,000 from the Hazardous Fuels Grant Program through the United States Forest Service (USFS) to do treatments off Mount Rose Highway in southwest Reno
- Approximately \$30,000 in Landscape Scale Restoration (USFS) funding for treatments along Pyramid Highway north of Spanish Springs
- Over \$2,000,000 in direct contracts with the USFS for fuels management work on USFS lands across the Sierra Front and State

These additional funding sources are a substantial return on investment from the NVE/TMFPD partnership that has direct benefits to the resiliency of NVE infrastructure through decreased fire intensity and behavior.

Fire Qualified Resources

A basic belief from personnel/agencies outside the wildland fire arena is that any four personnel with an engine can effectively, safely, and within national standards engage in fuels management and fire suppression. TMFPD believes that any, and all personnel should and must be fully qualified in operations. TMFPD ensures that all personnel have NWCG qualifications for their position (if one is available) and continually train on the equipment to stay current with industry standards and practices.

Versatility

As outlined above, TMFPD is the only agency in the State with the listed assortment of personnel, skill sets, and equipment. Project implementation with other cooperators/private contractors requires multiple entities to come together, increasing complexity in oversight. TMFPD has the unique ability to take any project of any size and complexity from anywhere within NVE service areas from planning through implementation and project closeout.

Traveling

TMFPD takes pride in being able to mobilize multi-faceted groups of personnel and equipment and travel at NVE requests. Since the onset of the NDPP, TMFPD personnel and equipment have traveled and provided services on more than a dozen "out of District" projects in every corner of NVE service territory. TMFPD believes the ability for NVE to make a request (including unanticipated priority needs with little notice) and know that TMFPD resources will travel and engage anywhere needed has been a huge asset to NVE.

Conclusion

In conclusion, TMFPD would like to bring awareness to the high caliber of product provided to NVE through this crucial partnership. Ancillary benefits and services provided are clear and TMFPD will continue to strive for excellence regarding product delivery to NVE in the future through our collaborative partnership.

Exhibit 1 – Organizational Chart

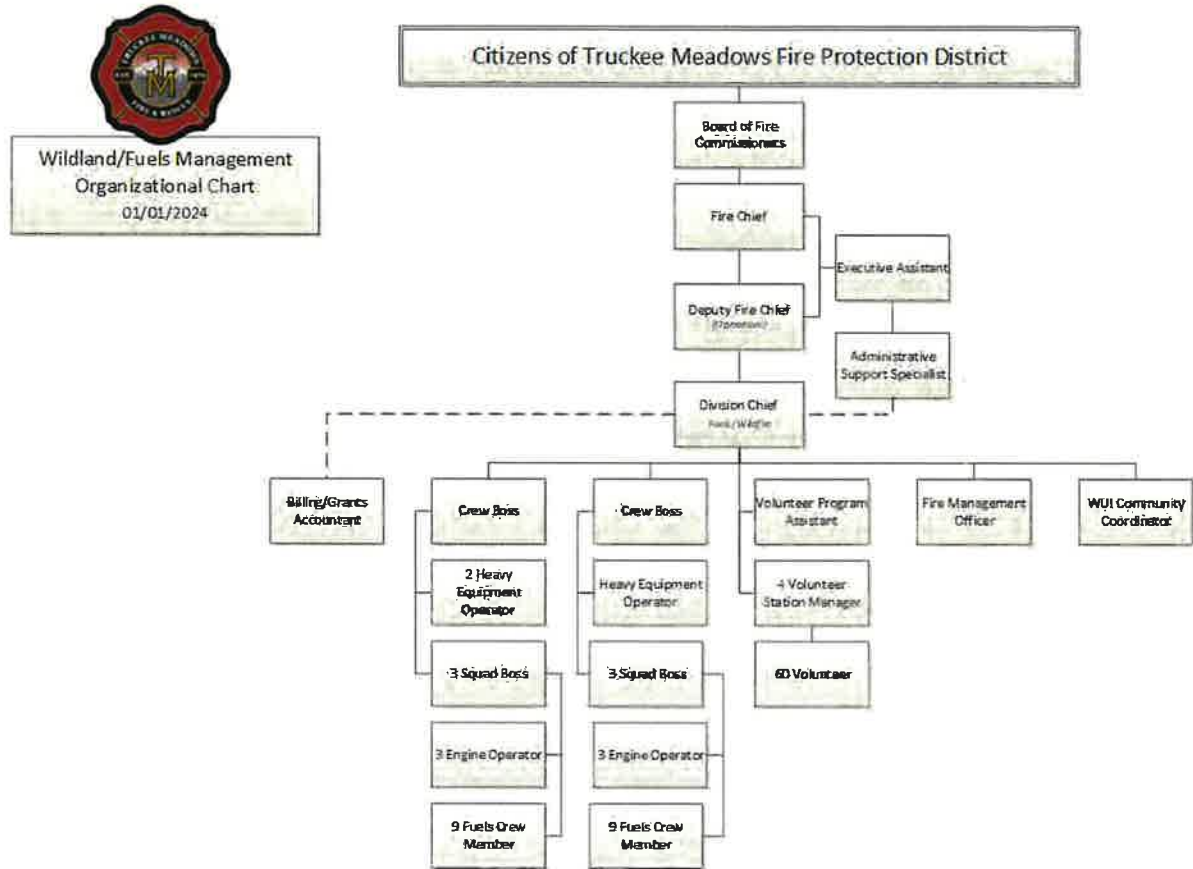


Exhibit 2 – Project 101/102 (California)



Exhibit 2 – Project 101/102 Continued (California)



Exhibit 3 – Project 212 (Washoe County, NV)



Exhibit 4 – Aerial Logging Project (Lake Tahoe, NV)



Exhibit 6 - Winnemucca Project (Humboldt County)



Exhibit 5 – Austin Project (Lander County, NV)



Exhibit 7 – Miscellaneous Projects



Cold Springs Power Lines



Crystal Peak Fire Start (near power lines)

Exhibit 7 – Miscellaneous Projects Continued

2023 Winter Storm Operations



Mastication – Lyon County



Exhibit 7 – Miscellaneous Projects Continued



Exhibit 7 – Miscellaneous Projects Continued



Hazard Tree Removal



Advanced Falling – Hazard Tree Removal

Exhibit 8 – Spider Excavator

