

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701



Brian Sandoval
Governor

Jeff Mohlenkamp
Director

Greg Smith
Administrator

State of Nevada
Purchasing Division
Request for Proposal: 1995
For
FIRE FUELS REDUCTION SERVICES

Release Date: August 15, 2012

Deadline for Submission and Opening Date and Time: September 19, 2012 @ 2:00 PM

Refer to Section 8, RFP Timeline for the complete RFP schedule

For additional information, please contact:

Teri Smith, Purchasing Officer

State of Nevada, Purchasing Division

515 E. Musser Street, Suite 300

Carson City, NV 89701

Phone: 775-684-0178

Email address: tlsmith@admin.nv.gov

(TTY for Deaf and Hard of Hearing: 1-800-326-6868

Ask the relay agent to dial: 1-775-684-0178/V.)

Refer to Section 9 for instructions on submitting proposals

VENDOR INFORMATION SHEET FOR RFP 1995

Vendor Must:

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Tab III, State Documents of the Technical Proposal.

V1	Firm Name	
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V2	Street Address	
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V3	City, State, ZIP	
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V4	Telephone Number	
	Area Code:	Number:

		Extension:
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V5	Facsimile Number	
	Area Code:	Number:

		Extension:
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V6	Toll Free Number	
	Area Code:	Number:

		Extension:
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V7	<i>Contact Person for Questions / Contract Negotiations, including address if different than above</i>	
	Name:	
	Title:	
	Address:	

Email Address:	
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V8	Telephone Number for Contact Person	
	Area Code:	Number:

		Extension:
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V9	Facsimile Number for Contact Person	
	Area Code:	Number:

		Extension:
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V10	<i>Name of Individual Authorized to Bind the Organization</i>	
	Name:	Title:

V11	<i>Signature (Individual must be legally authorized to bind the vendor per NRS 333.337)</i>	
	Signature:	Date:

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A Request for Proposal process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors' technical exceptions and/or assumptions should be clearly stated in *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP*. Vendors' cost exceptions and/or assumptions should be clearly stated in *Attachment J, Cost Proposal Certification of Compliance with Terms and Conditions of RFP*. Exceptions and/or assumptions will be considered during the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State per NRS 333.350(1).

Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to, NRS 281A and the Governor's Proclamation, which can be found on the Purchasing Division's website (<http://purchasing.state.nv.us>).

1. OVERVIEW OF PROJECT

The State of Nevada Purchasing Division is seeking proposals from qualified vendors to provide Fire Fuel Reduction Services statewide on an as needed basis.

The State may award one (1) or more contracts in conjunction with this RFP, 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). Vendor's proposal must identify the geographic region(s) in which services are being offered.

This contract 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 RFP; however, they are not required to do so.

The State Purchasing Division will administer contract(s) resulting from this RFP. The resulting contract(s) will be for an initial contract term of four years, anticipated to begin January 1, 2013, 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.

1.1 GOALS AND OBJECTIVES

- 1.1.1 All 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 crews 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. Vendors will be required to have appropriate license(s) and insurance to qualify for all work in this RFP. 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.

1.1.2 Services may include, but are not necessarily limited to:

1.1.2.1 Hand Crews

1.1.2.2 Large Tree Removal

1.1.2.3 Forestry Equipment

1.1.2.4 Pesticide Application

1.1.2.5 Seed Drills/Application

1.1.2.6 Hauling Services

1.1.2.7 Ground Seeders/Spreaders

1.1.2.8 Controlled Fire

1.1.2.9 Road Construction/Maintenance/Rehabilitation

1.1.3 Each service will be evaluated separately by the Evaluation Committee. The vendor must clearly identify in their response, the service being proposed upon. The evaluation committee members will score each service independently of the others, and will make awards as in the best interest of the State of Nevada.

2. ACRONYMS/DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

Acronym	Description
<i>Assumption</i>	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
<i>Awarded Vendor</i>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
<i>Biomass</i>	Plant materials used especially as a source of fuel.
<i>BOE</i>	State of Nevada Board of Examiners
<i>Bucking</i>	The work done to cut a tree into segments.
<i>Confidential Information</i>	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer to NRS 333.020(5) (b).

Acronym	Description
<i>Contract Approval Date</i>	The date the State of Nevada Board of Examiners officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful vendor.
<i>Contract Award Date</i>	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.
<i>Contractor</i>	The company or organization that has an approved contract with the State of Nevada for services identified in this RFP. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance.
<i>Cross Reference</i>	A reference from one document/section to another document/section containing related material.
<i>Customer</i>	Department, Division or Agency of the State of Nevada.
<i>CV</i>	Curriculum Vitae
<i>DBH</i>	Diameter Breast Height - Tree DBH is outside bark diameter at breast height. Breast height is defined as 4.5 feet above the forest floor on the uphill side of the tree.
<i>Division/Agency</i>	The Division/Agency requesting services as identified in this RFP.
<i>Evaluation Committee</i>	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS 333.335.
<i>Exception</i>	A formal objection taken to any statement/requirement identified within the RFP.
<i>Felling</i>	All steps necessary to sever a standing tree.
<i>Goods</i>	The term “goods” as used in this RFP has the meaning ascribed to it in NRS §104.2105(1) and includes, without limitation, “supplies”, “materials”, “equipment”, and “commodities”, as those terms are used in NRS Chapter 333.
<i>ISA</i>	International Society of Arboriculture
<i>Key Personnel</i>	Vendor staff responsible for oversight of work during the life of the project and for deliverables.
<i>LCB</i>	Legislative Counsel Bureau

Acronym	Description
<i>LOI</i>	Letter of Intent - Notification of the State's intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
<i>May</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<i>Must</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>NAC</i>	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: www.leg.state.nv.us
<i>NOA</i>	Notice of Award – Formal notification of the State's decision to award a contract, pending Board of Examiners' approval of said contract, any non-confidential information becomes available upon written request.
<i>NRS</i>	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: www.leg.state.nv.us .
<i>NWCG</i>	National Wildfire Coordinating Group
<i>Pacific Time (PT)</i>	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time.
<i>Proprietary Information</i>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a).
<i>Public Record</i>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).
<i>Redacted</i>	The process of removing confidential or proprietary information from a document prior to release of information to others.
<i>RFP</i>	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection as defined in NRS 333.020(8).
<i>RH</i>	Relative Humidity
<i>Shall</i>	Indicates a mandatory requirement. Failure to meet a mandatory

Acronym	Description
	requirement may result in the rejection of a proposal as non-responsive.
<i>Should</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<i>Slash</i>	Vegetation cut during the performance of this project and any other vegetation debris within the project area.
<i>Snag</i>	A standing, partially or completely dead tree, often missing a top or most of the smaller branches.
<i>State</i>	The State of Nevada and any agency identified herein.
<i>Subcontractor</i>	Third party, not directly employed by the contractor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.
<i>Trade Secret</i>	Information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
<i>User</i>	Department, Division, Agency or County of the State of Nevada.
<i>Vendor</i>	Organization/individual submitting a proposal in response to this RFP.
<i>Will</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

2.1 STATE OBSERVED HOLIDAYS

The State observes the holidays noted in the following table. *Note: When January 1st, July 4th, November 11th or December 25th falls on Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.*

Holiday	Day Observed
New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February

Holiday	Day Observed
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	Friday following the Fourth Thursday in November
Christmas Day	December 25

3. SCOPE OF WORK

In order for vendors to be considered 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 years experience in each of the scopes of work being proposed upon is preferred.

3.1 Forest Management Hand Crew Services Specification

- 3.1.1 The awarded vendor will provide skilled hand crew services to complete forest management-related work, including but not limited to:
 - 3.1.1.1 Fuels reduction
 - 3.1.1.2
 - 3.1.1.3 Tree thinning
 - 3.1.1.4 Wildlife habitat improvement
 - 3.1.1.5 Erosion control
- 3.1.2 Crews will be provided with written prescriptions that contain specifications and other pertinent information for each project.
- 3.1.3 Travel to 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.
- 3.1.4 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.
- 3.1.5 Work includes lifting rounds of wood and segments of logs, limb wood, and brush.

- 3.1.6 Tree felling services will include the operation of chainsaws to complete felling, limbing, lopping, bucking and brushing activities according to written prescriptions.
- 3.1.6.1 Tree fellers must be able to directionally fell trees away from residual trees or objects to be protected.
 - 3.1.6.2 Tree to be cut larger than six (6) inches in diameter will 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.
 - 3.1.6.3 Trees range in size from one (1) inch to twenty-four (24) inches DBH.
 - 3.1.6.4 Cut trees in area 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.
 - 3.1.6.5 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.
 - 3.1.6.6 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.
 - 3.1.6.7 Maximum stump height is six (6) inches above high ground level.
 - 3.1.6.8 Trees that are less than six (6) inches must be flush cut.
 - 3.1.6.9 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.
- 3.1.7 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. Any piling must be located so that live trees are not scorched during the burning process. Piling locations will be decided by awarded vendor and the State's designee. Accurate recordation for hours of use and biomass produced is required.

- 3.1.8 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).
- 3.1.9 Cost items shall be provided by the vendor to accomplish specific forestry-related tasks using the units below:

3.1.9.1	Service associated with scope	Cost unit
	A. Tree cutting (felling, limbing, 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.

3.2 Large Tree Removal Services Specification

- 3.2.1 Awarded vendor will provide large tree removal on an as needed basis. Vendor must be a qualified tree worker and must provide certification and/or license information.
- 3.2.2 Equipment used must be able to operate on uneven, rocky ground.
- 3.2.3 Equipment used must be able to selectively remove individual trees.
- 3.2.4 Equipment used must be able to operate in close proximity to homes and other structures.
- 3.2.5 Trees may be located on parcels owned by the State in Washoe and Douglas Counties, as well as rural Carson City, on the Nevada side of the Lake Tahoe Basin, in addition to other locations throughout the State.
- 3.2.6 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 insure that each log or log segment is completely on the ground, and is located on State property.

- 3.2.7 All hazard 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.
- 3.2.8 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 or not they will remove materials for commercial purposes, and if so, define their process and fee schedule, along with their willingness to negotiate when appropriate.
- 3.2.9 Upon receipt of a work order, the awarded vendor shall transport a work crew and equipment to the job site and have all work completed within thirty (30) days.
- 3.2.10 The awarded vendor's activities upon any State property shall be confined to spaces, areas, roads and locations as directed by the State's designee.
- 3.2.11 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.
- 3.2.12 Services will be provided by the vendor to accomplish large tree removal using the units below:
 - 3.2.12.1 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).
 - 3.2.12.2 Class B: Any tree needing to be climbed, trimmed, topped and pieced out. (This job requires a climber/faller and one or more ground person).
 - 3.2.12.3 Class C: Mechanical involvement required. (e.g., Crane job – 100' crane. This job would require two (2) or more people).
- 3.2.13 Appropriate signage meeting State Highway and local county jurisdiction's requirements must be provided by awarded vendor.

3.3 Forestry Equipment Specification

- 3.3.1 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.

- 3.3.2 Equipment to be utilized on fuels management and/or forest health projects may include, but is not necessarily limited to:
 - 3.3.2.1 Tree shears
 - 3.3.2.2 Brush masticators – light, medium, and heavy duty
 - 3.3.2.3 Feller bunchers
 - 3.3.2.4 Forwarders
 - 3.3.2.5 Cut to length operators
 - 3.3.2.6 Heavy cranes
 - 3.3.2.7 Wheeled skidders
 - 3.3.2.8 Tracked skidders
 - 3.3.2.9 Tub grinders
 - 3.3.2.10 Chippers
- 3.3.3 Awarded vendor will be required to supply operator(s), equipment transport, and if applicable, water for fire suppression/dust abatement.
- 3.3.4 General project specifications (project specific specifications will be described in a scope of work prior to commencement of each project):
 - 3.3.4.1 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)
 - 3.3.4.2 No slash and other vegetative debris shall be more than twelve (12) inches deep as measured from the ground level
 - 3.3.4.3 No damage to crop trees as a result of contract operations is permitted
 - 3.3.4.4 All cut vegetation shall be kept within unit boundaries
 - 3.3.4.5 Any cut vegetation falling into ditches, roads, road banks, trails or adjacent units shall immediately be removed by the end of the work day
 - 3.3.4.6 No masticated or cut material shall lean against or be suspended by leave trees

- 3.3.4.7 Vegetation that is within two (2) feet vertical or horizontal of any obstacle such as large rocks or fences will not require treatment
- 3.3.4.8 All boles or pieces up to ten (10) inches in diameter shall be masticated
- 3.3.5 Specifications for cut material (slash):
 - 3.3.5.1 Fifty (50) percent shall be less than or equal to six (6) inches in length
 - 3.3.5.2 Forty (40) percent shall be less than or equal to two (2) feet in length
 - 3.3.5.3 Ten (10) percent shall be less than or equal to two (2) to four (4) feet in length

3.4 Pesticide Application Specification

- 3.4.1 In accordance with NRS 555, vendors must have a Nevada Custom Pest Control
- 3.4.2 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. A copy of the license or the license number must be submitted with response.
- 3.4.3 Records, application documentation and labels must be available on site.
- 3.4.4 Awarded vendor must have the ability to take spot weather to determine temperature, wind speed, and relative humidity.
- 3.4.5 Spot, whole tree, and broadcast treatments may be required in some cases.
- 3.4.6 Application equipment that is carried by hand, on ATV’s, as a slide in unit on a truck, or purpose built spray equipment on specialized vehicles may be required.
- 3.4.7 Application equipment must be cleaned daily and must be easily operable and easily metered.
- 3.4.8 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.
- 3.4.9 Routine inspections will be done by a qualified State designee.
- 3.4.10 Mixing tanks must be equipped with portable containment systems and clean-up materials/tools.

- 3.4.11 Metering equipment and replacement spray nozzles must be available on project site.
- 3.4.12 Awarded vendor for Pesticide Application will be required to carry Pollution Liability and Pollution Legal Liability Insurance. (See Attachment E of this document for minimum requirements).
- 3.4.13 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.
- 3.4.14 Whole tree bark beetle preventative insecticide spraying will require that the main trunk is sprayed until dripping up to a top diameter of five (5) inches.

3.5 Seed Drills/Application Specification

- 3.5.1 Vendors must indicate in their response the manufacturer and model of all of the equipment that will be used.
- 3.5.2 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.
- 3.5.3 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.
- 3.5.4 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.

3.6 Hauling Services Specification

- 3.6.1 Awarded vendor will drop off container on project site (roll on, roll off system).
- 3.6.2 Container must be capable of holding woody biomass (chipped or unchipped; but not in the same container).
- 3.6.3 Available container volumes should be ten (10), twenty (20), and thirty (30) cubic yards, or volume specified by State's designee.

- 3.6.4 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.
- 3.6.5 Cost to include container rental, fuel, distance to the drop point, tipping fees, and biomass price per dry ton (if hauling to a biomass energy generator).
- 3.6.6 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.

3.7 Ground Seeders/Spreaders Specification

- 3.7.1 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.
- 3.7.2 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.
- 3.7.3 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.
- 3.7.4 Electric seeders will be mounted on a vehicle or an ATV and driven at a set speed and setting, again following a determination of actual seeding rate and adjustment to the prescribed rate.
- 3.7.5 When required by the State designee's resource plan, soil disturbances will be completed, in order 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.
- 3.7.6 In some cases, awarded vendor will be required to broadcast seed over snow, to allow the seed to gradually carry down through the snow pack and eventually deposit on the soil surface with a source of moisture.
- 3.7.7 Awarded vendor must be able to calibrate equipment to meet the prescribed seeding rate.

- 3.7.8 Awarded vendor 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.
- 3.7.9 Awarded vendor must have a certified tree climber for seed collection 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.

3.8 Controlled Fire Specification

- 3.8.1 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.
- 3.8.2 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:
 - 3.8.2.1 A description and map of the area to be burned
 - 3.8.2.2 A list of personnel and equipment necessary to commence and control fire
 - 3.8.2.3 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
 - 3.8.2.4 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
 - 3.8.2.5 The signature of the person who prepared the plan
- 3.8.3 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).
- 3.8.4 A direct supervisor, who is qualified to oversee such fires and crews, must remain on site for the duration of the fire.
- 3.8.5 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.

3.9 Road Construction/Maintenance/Rehabilitation Specification

- 3.9.1 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.
- 3.9.2 Road construction activities may include, but are not necessarily limited to:
 - 3.9.2.1 Road blazing
 - 3.9.2.2 Grading
 - 3.9.2.3 Backhoe/Trackhoe work
 - 3.9.2.4 Rock removal
 - 3.9.2.5 Tree removal
 - 3.9.2.6 Cut and fill work
 - 3.9.2.7 Skid trail construction
 - 3.9.2.8 Installation of drainage structures such as, but not limited to:
 - A. Culverts, bar ditches
 - B. Rolling dips
 - C. Trench drains
 - D. Tile drains
 - E. Erosion control barriers and structures
 - F. Temporary drainage crossings
 - 3.9.2.9 Existing road and skid trail maintenance
 - 3.9.2.10 Skid road rehabilitation following project conclusion
- 3.9.3 Vendors must have a familiarity with drainage fabrics and geotextiles. Vendors must include in their response, detailed experience in comparable projects.

3.10 Additional Requirements

- 3.10.1 Vendors need to be aware that due to wildlife and special resource concerns, or special events, a temporary delay in authorization to proceed may result.

- 3.10.2 At awarded vendor's expense, all vehicles entering any critical habitats must be extensively cleaned (primarily the undercarriage) prior to entry to prevent the spread of invasive species.
- 3.10.3 The awarded contractor must agree to avoid impacts to historic and prehistoric sites as defined under NRS 381.195. Avoidance means that no ground disturbing activities associated with the project will affect historic and prehistoric sites during construction. The State's designee will flag the boundaries of historic and prehistoric sites to be avoided within the project area and present this information to the contractor in the field. The awarded contractor will be responsible for communicating avoidance requirements to heavy equipment operators, subcontractors and any of its personnel working in the vicinity. Any impacts to cultural resources within the flagged boundaries associated with the project, whether purposeful or inadvertent, are not acceptable and the State may require the awarded contractor to pay for the recordation, stabilization or data recovery at the site. The State may consider a contractor's affects to historic and prehistoric sites as disqualifying factors in future RFPs. In the event that historic or prehistoric resources are discovered, contractor will cease work immediately and contact the State's designee.
- 3.10.4 The awarded contractor shall ensure that all its personnel and the personnel of any of its subcontractors are directed not to engage in the illegal collection of historic and prehistoric materials.
- 3.10.5 The awarded contractor shall call law enforcement if any suspected human remains are encountered in the project area.

4. COMPANY BACKGROUND AND REFERENCES

4.1 VENDOR INFORMATION

4.1.1 Vendors must provide a company profile in the table format below.

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:	
Location(s) of the company offices:	
Location(s) of the office that will 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:	

Question	Response
Location(s) from which employees will be assigned for this project:	

4.1.2 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state must 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.

4.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State’s Office, pursuant to NRS76. Information regarding the Nevada Business License can be located at <http://sos.state.nv.us>.

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

Is “Legal Entity Name” the same name as vendor is doing business as?

Yes		No	
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If “No”, provide explanation.

4.1.4 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

4.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes		No	
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If “Yes”, complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

4.1.6 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		No	
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If “Yes”, please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

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 will be performing or producing the services which you will be contracted to provide under this contract, you must disclose the identity of each such person in your response to this RFP, and specify the services that each person will be expected to perform.

- 4.1.7 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. 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 must also be disclosed.

Does any of the above apply to your company?

Yes		No	
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If “Yes”, please provide the following information. 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:		

- 4.1.8 Vendors must review the insurance requirements specified in **Attachment E, Insurance Schedule for RFP 1995**. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in **Attachment E**?

Yes		No	
-----	--	----	--

Any exceptions to the insurance requirements *must* be identified on *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP*. In order for any exceptions to the insurance requirements to be considered they must be documented in detail in *Attachment B*. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission.

Upon contract award, the successful vendor *must* provide the Certificate of Insurance identifying the coverages as specified in *Attachment E, Insurance Schedule for RFP 1995*.

- 4.1.9 Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.
- 4.1.10 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.
- 4.1.11 Financial information and documentation to be included in Part III, Confidential Financial of vendor’s response in accordance with *Section 9.5, Part III – Confidential Financial*.

- 4.1.11.1 Dun and Bradstreet Number
- 4.1.11.2 Federal Tax Identification Number
- 4.1.11.3 The last two (2) years and current year interim:
 - A. Profit and Loss Statement
 - B. Balance Statement

4.2 SUBCONTRACTOR INFORMATION

4.2.1 Does this proposal include the use of subcontractors? Check the appropriate response in the table below.

Yes		No	
-----	--	----	--

If “Yes”, vendor must:

- 4.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 4.2.1.2 If any tasks are to be completed by subcontractor(s), vendors must:
 - A. Describe the relevant contractual arrangements;
 - B. Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and
 - C. Describe your previous experience with subcontractor(s).

- 4.2.1.3 Vendors must describe the methodology, processes and tools utilized for:
 - A. Selecting and qualifying appropriate subcontractors for the project/contract;
 - B. Ensuring subcontractor compliance with the overall performance objectives for the project;
 - C. Ensuring that subcontractor deliverables meet the quality objectives of the project/contract; and
 - D. Providing proof of payment to any subcontractor(s) used for this project/contract, if requested by the State. Proposal should include a plan by which, at the State’s request, the State will be notified of such payments.
- 4.2.1.4 Provide the same information for any proposed subcontractors as requested in *Section 4.1, Vendor Information*.
- 4.2.1.5 Business references as specified in *Section 4.3, Business References* must be provided for any proposed subcontractors.
- 4.2.1.6 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 4.2.1.7 Vendor must notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in *Section 4.2, Subcontractor Information*. The vendor must receive agency approval prior to subcontractor commencing work.

4.3 BUSINESS REFERENCES

- 4.3.1 Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last three (3) years.
- 4.3.2 Vendors must provide the following information for every business reference provided by the vendor and/or subcontractor:

The “Company Name” must be the name of the proposing vendor or the vendor’s proposed subcontractor.

Reference #:	
Company Name:	
<i>Identify role company will have for this RFP project (Check appropriate role below):</i>	
VENDOR	SUBCONTRACTOR

Project Name:	
Primary Contact Information	
Name:	
Street Address:	
City, State, Zip	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Alternate Contact Information	
Name:	
Street Address:	
City, State, Zip	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Project Information	
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	
Original Project/Contract Start Date:	
Original Project/Contract End Date:	
Original Project/Contract Value:	
Final Project/Contract Date:	
Was project/contract completed in time originally allotted, and if not, why not?	
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	

- 4.3.3 Vendors must also submit **Attachment F, Reference Questionnaire** to the business references that are identified in **Section 4.3.2**.
- 4.3.4 The companies identified as business references must submit the Reference Questionnaire directly to the Purchasing Division.
- 4.3.5 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in **Section 8, RFP Timeline** for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.
- 4.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

4.4 VENDOR STAFF RESUMES

A resume or CV must be completed on the State form provided in *Attachment G*, for key personnel to be responsible for performance of any contract resulting from this RFP.

5. COST

Vendors must provide detailed fixed prices for all costs associated with the responsibilities and related services. Clearly specify the nature of all expenses anticipated (refer to *Attachment I, Cost Schedule*).

6. FINANCIAL

6.1 PAYMENT

6.1.1 Upon review and acceptance by the State, payments for invoices are normally made within 45 – 60 days of receipt, providing all required information, documents and/or attachments have been received.

6.1.2 Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this RFP electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

6.2 BILLING

6.2.1 The State does not issue payment prior to receipt of goods or services.

6.2.2 The vendor must bill the State as outlined in the approved contract and/or payment schedule.

6.2.3 Vendors may propose an alternative payment option. Alternative payment options must be listed on *Attachment J, Cost Proposal Certification of Compliance with Terms and Conditions of the RFP*. Alternative payment options will be considered if deemed in the best interest of the State, project or service solicited herein.

7. WRITTEN QUESTIONS AND ANSWERS

In lieu of a pre-proposal conference, the Purchasing Division will accept questions and/or comments in writing, received by email regarding this RFP.

7.1 QUESTIONS AND ANSWERS

7.1.1 The RFP Question Submittal Form is located on the Services RFP/RFQ Opportunities webpage at <http://purchasing.state.nv.us/services/sdocs.htm>. Select this RFP number and the “Question” link.

- 7.1.2 The deadline for submitting questions is as specified in *Section 8, RFP Timeline*.
- 7.1.3 All questions and/or comments will be addressed in writing and responses emailed or faxed to prospective vendors on or about the date specified in *Section 8, RFP Timeline*.

8. RFP TIMELINE

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time.

Task	Date/Time
Deadline for submitting questions	August 24, 2012 @ 2:00 PM
Answers posted to website	On or about August 31, 2012
Deadline for submittal of Reference Questionnaires	<u>No later than 4:30 PM on September 18, 2012</u>
<u>Deadline for submission and opening of proposals</u>	<u>No later than 2:00 PM on September 19, 2012</u>
Evaluation period (approximate time frame)	September 20 – October 3, 2012
Selection of vendor	On or about October 3, 2012
Anticipated BOE approval	December 11, 2012
Contract start date (contingent upon BOE approval)	01/01/2013

9. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

9.1 GENERAL SUBMISSION REQUIREMENTS

Vendors’ proposals must be packaged and submitted in counterparts; therefore, vendors must pay close attention to the submission requirements. Proposals will have a technical response, which may be composed of two (2) parts in the event a vendor determines that a portion of their technical response qualifies as “confidential” as defined within *Section 2, Acronyms/Definitions*.

If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with *Section 9.3, Part I B – Confidential Technical and Section 9.5, Part III Confidential Financial*. Specific references made to the tab, page, section and/or paragraph where the confidential information can be located must be identified on *Attachment A, Confidentiality and Certification of Indemnification* and comply with the requirements stated in *Section 9.6, Confidentiality of Proposals*.

The remaining section is the Cost Proposal. Vendors may submit their proposal broken out into the three (3) sections required, or four (4) sections if confidential technical information is included, in a single box or package for shipping purposes.

The required CDs must contain information as specified in *Section 9.6.4*.

Detailed instructions on proposal submission and packaging follows and vendors must submit their proposals as identified in the following sections. Proposals and CDs that do not comply with the following requirements may be deemed non-responsive and rejected at the State's discretion.

- 9.1.1 All information is to be completed as requested.
- 9.1.2 Each section within the technical proposal and cost proposal must be separated by clearly marked tabs with the appropriate section number and title as specified in the following sections.
- 9.1.3 Although it is a public opening, only the names of the vendors submitting proposals will be announced per NRS 333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two (2) days in advance of the opening.
- 9.1.4 If discrepancies are found between two (2) or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one (1) copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one (1) copy to be used as the master.
- 9.1.5 For ease of evaluation, the proposal must be presented in a format that corresponds to and references sections outlined within this RFP and must be presented in the same order. Written responses must be in *bold/italics* and placed immediately following the applicable RFP question, statement and/or section. Exceptions/assumptions to this may be considered during the evaluation process.
- 9.1.6 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Unnecessarily elaborate responses beyond what is sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the proposer's lack of environmental and cost consciousness. Unless specifically requested in this RFP, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

The State of Nevada, in its continuing efforts to reduce solid waste and to further recycling efforts requests that proposals, to the extent possible and practical:

- 9.1.6.1 Be submitted on recycled paper;
- 9.1.6.2 Not include pages of unnecessary advertising;
- 9.1.6.3 Be printed on both sides of each sheet of paper; and
- 9.1.6.4 Be contained in re-usable binders rather than with spiral or glued bindings.

9.1.7 For purposes of addressing questions concerning this RFP, the sole contact will be the Purchasing Division as specified on Page 1 of this RFP. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

9.1.8 Any vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be received no later than the deadline for submission of questions.

The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

9.1.9 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive per NRS 333.311.

9.2 PART I A – TECHNICAL PROPOSAL

9.2.1 Submission Requirements

9.2.1.1 Technical proposal must include:

- A. One (1) original marked "MASTER"; and
- B. Eight (8) identical copies.

9.2.1.2 The technical proposal *must not include* confidential technical information (refer to **Section 9.3, Part I B, Confidential Technical**) or project costs. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.

9.2.2 Format and Content

9.2.2.1 Tab I – Title Page

The title page must include the following:

Part I A – Technical Proposal	
RFP Title:	Fire Fuels Reduction Services
RFP:	1995
Vendor Name:	
Address:	
Proposal Opening Date:	September 19, 2012
Proposal Opening Time:	2:00 PM

9.2.2.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

9.2.2.3 Tab III – Vendor Information Sheet

The vendor information sheet completed with an original signature by an individual authorized to bind the organization must be included in this tab.

9.2.2.4 Tab IV – State Documents

The State documents tab must include the following:

- A. The signature page from all amendments with an original signature by an individual authorized to bind the organization.
- B. Attachment A – Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.
- C. Attachment C – Vendor Certifications with an original signature by an individual authorized to bind the organization.
- D. Attachment K – Certification regarding lobbying with an original signature by an individual authorized to bind the organization.
- E. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.
- F. Copies of applicable certifications and/or licenses.

9.2.2.5 Tab V - Attachment B

The Technical Proposal Certification of Compliance with Terms and Conditions of RFP with an original signature by an individual authorized to bind the organization must be included in this tab.

In order for any technical exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables in ***Attachment B***. Only technical exceptions and/or assumptions should be identified on this attachment. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. Vendors must be specific. Nonspecific exceptions or assumptions may not be considered. If the exception or assumption requires a change in the terms or wording of the contract, the scope of work, or any incorporated documents, vendors must provide the specific language that is being proposed in ***Attachment B***.

9.2.2.6 Tab VI – Section 3 – Scope of Work

Vendors must place their written response(s) in ***bold/italics*** immediately following the applicable RFP question, statement and/or section.

9.2.2.7 Tab VII– Section 4 – Company Background and References

Vendors must place their written response(s) in ***bold/italics*** immediately following the applicable RFP question, statement and/or section. This section must also include the requested information in ***Section 4.2, Subcontractor Information***, if applicable.

9.2.2.8 Tab VIII – Attachment G – Proposed Staff Resume(s)

Vendors must include all proposed staff resumes per ***Section 4.4, Vendor Staff Resumes*** in this section. This section should also include any subcontractor proposed staff resumes, if applicable.

9.2.2.9 Tab IX – Other Informational Material

Vendors must include any other applicable reference material in this section clearly cross referenced with the proposal.

9.3 PART I B – CONFIDENTIAL TECHNICAL

Vendors only need to submit Part I B if the proposal includes any confidential technical information (***Refer to Attachment A, Confidentiality and Certification of Indemnification***).

9.3.1 Submission Requirements, if confidential technical information is being submitted.

9.3.1.1 Confidential technical information must include:

- A. One (1) original marked “MASTER”; and
- B. Eight (8) identical copies.

9.3.2 Format and Content

9.3.2.1 Tab I – Title Page

The title page must include the following:

Part I B – Confidential Technical Proposal	
RFP Title:	Fire Fuels Reduction Services
RFP:	1995
Vendor Name:	
Address:	
Proposal Opening Date:	September 19, 2012
Proposal Opening Time:	2:00 PM

9.3.2.2 Tabs – Confidential Technical

Vendors must have tabs in the confidential technical information that cross reference back to the technical proposal, as applicable.

9.4 PART II – COST PROPOSAL

9.4.1 Submission Requirements

9.4.1.1 Cost proposal must include:

- A. One (1) original marked “MASTER”; and
- B. Eight (8) identical copies.

9.4.1.2 The cost proposal must not be marked “confidential”. Only information that is deemed proprietary per NRS 333.020(5)(a) may be marked as “confidential”.

9.4.2 Format and Content

9.4.2.1 Tab I – Title Page

The title page must include the following:

Part II – Cost Proposal	
RFP Title:	Fire Fuels Reduction Services
RFP:	1995
Vendor Name:	
Address:	

Proposal Opening Date:	September 19, 2012
Proposal Opening Time:	2:00 PM

9.4.2.2 Tab II – Cost Proposal

Vendor’s response for the cost proposal must be included in this tab.

9.4.2.3 Tab III – Attachment J

The Cost Proposal Certification of Compliance with Terms and Conditions of RFP with an original signature by an individual authorized to bind the organization must be included in this tab.

In order for any cost exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables in **Attachment J**. Only cost exceptions and/or assumptions should be identified on this attachment, do not restate the technical exceptions and/or assumptions on this form. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. Vendors must be specific. Nonspecific exceptions or assumptions may not be considered. If the exception or assumption requires a change in the terms or wording of the contract, the scope of work, or any incorporated documents, vendors must provide the specific language that is being proposed in **Attachment J**.

9.5 PART III – CONFIDENTIAL FINANCIAL

9.5.1 Submission Requirements

9.5.1.1 Confidential financial information must include:

- A. One (1) original marked “MASTER”; and
- B. One (1) identical copy.

9.5.2 Format and Content

9.5.2.1 Tab I – Title Page

The title page must include the following:

Part III – Confidential Financial Proposal	
RFP Title:	Fire Fuels Reduction Services
RFP:	1995
Vendor Name:	
Address:	
Proposal Opening Date:	September 19, 2012
Proposal Opening Time:	2:00 PM

9.5.2.2 Tab II – Financial Information and Documentation

- A. Dun and Bradstreet Number
- B. The completed Attachment H, State of Nevada Registration Substitute IRS Form W-9
- C. The last two (2) years and current year interim:
 - 1. Profit and Loss Statement
 - 2. Balance Statement

9.6 CONFIDENTIALITY OF PROPOSALS

- 9.6.1 As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.
- 9.6.2 Vendors are required to submit written documentation in accordance with *Attachment A, Confidentiality and Certification of Indemnification* demonstrating the material within the proposal marked “confidential” conforms to NRS §333.333, which states “Only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5)”. Not conforming to these requirements will cause your proposal to be deemed non-compliant and will not be accepted by the State of Nevada.
- 9.6.3 Vendors acknowledge that material not marked as “confidential” will become public record upon contract award.
- 9.6.4 The required CDs must contain the following:
 - 9.6.4.1 One (1) “**Master CD**” with an exact duplicate of the technical and cost proposal contents only. The electronic files must follow the format and content section for the technical and cost proposal. The CD must be packaged in a case and clearly labeled as follows:

Master CD	
RFP No:	1995
Vendor Name:	
Contents:	Part IA – Technical Proposal Part IB – Confidential Technical Part II – Cost Proposal

- 9.6.4.2 One (1) “**Public Records CD**” with the technical and cost proposal contents to be used for public records requests. This CD **must not** contain any confidential or proprietary information. The electronic files must follow the format and content section for the redacted versions of the technical and cost proposal. The CD must be packaged in a case and clearly labeled as follows:

Public Records CD	
RFP No:	1995
Vendor Name:	
Contents:	Part IA – Technical Proposal for Public Records Request Part II – Cost Proposal for Public Records Request

- 9.6.5 It is the vendor’s responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. 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 release of said information.

9.7 PROPOSAL PACKAGING

- 9.7.1 If the separately sealed technical and cost proposals as well as confidential technical information and financial documentation, marked as required, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked as follows:

Teri Smith State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	1995
PROPOSAL OPENING DATE:	September 19, 2012
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Fire Fuels Reduction Services
VENDOR’S NAME:	

- 9.7.2 Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate these labels for ease and accuracy of proposal packaging.
- 9.7.3 Proposals **must be received at the address referenced below no later than the date and time specified in Section 8, RFP Timeline.** Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.
- 9.7.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone proposals will NOT be considered; however, at the State’s discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be modified by facsimile, e-mail or written notice provided such notice is received prior to the opening of the proposals.
- 9.7.5 The technical proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Teri Smith State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	1995
PROPOSAL COMPONENT:	PART I A - TECHNICAL
PROPOSAL OPENING DATE:	September 19, 2012
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Fire Fuels Reduction Services
VENDOR'S NAME:	

- 9.7.6 If applicable, confidential technical information shall be submitted to the State in a sealed package and be clearly marked as follows:

Teri Smith State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	1995
PROPOSAL COMPONENT:	PART I B – CONFIDENTIAL TECHNICAL
PROPOSAL OPENING DATE:	September 19, 2012
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Fire Fuels Reduction Services
VENDOR'S NAME:	

- 9.7.7 The cost proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Teri Smith State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	1995
PROPOSAL COMPONENT:	PART II - COST
PROPOSAL OPENING DATE:	September 19, 2012
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Fire Fuels Reduction Services
VENDOR'S NAME:	

- 9.7.8 Confidential financial information shall be submitted to the State in a sealed package and be clearly marked as follows:

Teri Smith State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	1995
PROPOSAL COMPONENT:	PART III - CONFIDENTIAL FINANCIAL

	INFORMATION
PROPOSAL OPENING DATE:	September 19, 2012
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Fire Fuels Reduction Services
VENDOR'S NAME:	

9.7.9 The CDs shall be submitted to the State in a sealed package and be clearly marked as follows:

Teri Smith State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	1995
PROPOSAL COMPONENT:	CDs
PROPOSAL OPENING DATE:	September 19, 2012
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Fire Fuels Reduction Services
VENDOR'S NAME:	

10. PROPOSAL EVALUATION AND AWARD PROCESS

The information in this section does not need to be returned with the vendor's proposal.

10.1 Proposals shall be consistently evaluated and scored in accordance with NRS 333.335(3) based upon the following criteria:

- Demonstrated competence
- Experience in performance of comparable engagements
- Conformance with the terms of this RFP
- Expertise and availability of key personnel
- Cost

Note: Financial stability will be scored on a pass/fail basis.

Proposals shall be kept confidential until a contract is awarded.

10.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada per NRS 333.335(5).

10.3 Each vendor must 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. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior

history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS 333.335.

- 10.4** Clarification discussions may, at the State’s sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive per NAC 333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors. Any modifications made to the original proposal during the best and final negotiations will be included as part of the contract.
- 10.5** A Notification of Intent to Award shall be issued in accordance with NAC 333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.
- 10.6** Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

11. TERMS AND CONDITIONS

11.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

*The information in this section does not need to be returned with the vendor’s proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they MUST be documented in Attachment B. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.*

- 11.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 11.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 11.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 11.1.4 For ease of responding to the RFP, vendors are encouraged to download the RFP from the Purchasing Division’s website at <http://purchasing.state.nv.us>.

- 11.1.5 The failure to separately package and clearly mark **Part I B and Part III** – which contains confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 11.1.6 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements and lease purchase agreements. The omission of these documents renders a proposal non-responsive.
- 11.1.7 The State reserves the right to reject any or all proposals received prior to contract award (NRS 333.350).
- 11.1.8 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS 333.335).
- 11.1.9 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee’s attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 11.1.10 Descriptions on how any and all services and/or equipment will be used to meet the requirements of this RFP shall be given, in detail, along with any additional informational documents that are appropriately marked.
- 11.1.11 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 11.1.12 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 11.1.13 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter 281 and NRS Chapter 284.
- 11.1.14 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS 333.350(3).
- 11.1.15 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.

- 11.1.16 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 11.1.17 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The masters of the technical proposal, confidential technical proposal, cost proposal and confidential financial information of each response shall be retained for official files.
- 11.1.18 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 11.1.19 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and Chapter 333 of the Nevada Administrative Code.

11.2 CONTRACT TERMS AND CONDITIONS

*The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they MUST be documented in Attachment B. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.*

- 11.2.1 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 11.2.2 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.
- 11.2.3 Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the attached Insurance Schedule. It will be the awarded vendor's responsibility to recommend to the State alternative methods of insuring the contract. Any alternatives proposed by a vendor should be accompanied by a detailed explanation regarding the vendor's inability to obtain insurance coverage as described within this RFP. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

- 11.2.4 The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.
- 11.2.5 **Attachment B and Attachment J** of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, except such terms and conditions that the vendor expressly excludes. Exceptions and assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered.
- 11.2.6 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, any modifications and clarifications to the awarded vendor's proposal, the RFP, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 11.2.7 Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS 332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
- 11.2.8 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
- 11.2.9 Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

11.3 PROJECT TERMS AND CONDITIONS

*The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order*

for any exceptions and/or assumptions to be considered they **MUST** be documented in Attachment B. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

11.3.1 Award of Related Contracts

11.3.1.1 The State may undertake or award supplemental contracts for work related to this project or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors and the State in all cases.

11.3.1.2 All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

11.3.2 Products and/or Alternatives

11.3.2.1 The vendor shall not propose an alternative that would require the State to acquire hardware or software or change processes in order to function properly on the vendor's system unless vendor includes a clear description of such proposed alternatives and clearly marks any descriptive material to show the proposed alternative.

11.3.2.2 An acceptable alternative is one the State considers satisfactory in meeting the requirements of this RFP.

11.3.2.3 The State, at its sole discretion, will determine if the proposed alternative meets the intent of the original RFP requirement.

11.3.3 State Owned Property

The awarded vendor shall be responsible for the proper custody and care of any State owned property furnished by the State for use in connection with the performance of the contract and will reimburse the State for any loss or damage.

11.3.4 Inspection/Acceptance of Work

11.3.4.1 It is expressly understood and agreed all work done by the contractor shall be subject to inspection and acceptance by the State.

11.3.4.2 Any progress inspections and approval by the State of any item of work shall not forfeit the right of the State to require the correction of any faulty workmanship or material at any time during the course of the work and warranty period thereafter, although previously approved by oversight.

11.3.4.3 Nothing contained herein shall relieve the contractor of the responsibility for proper installation and maintenance of the work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the State.

11.3.5 Travel

If travel is required, the following processes must be followed:

11.3.5.1 All travel must be approved in writing in advance by the Department.

11.3.5.2 Requests for reimbursement of travel expenses must be submitted on the State Claim for Travel Expense Form with original receipts for all expenses.

11.3.5.3 The travel expense form, with original signatures, must be submitted with the vendor's invoice.

11.3.5.4 Vendor will be reimbursed travel expenses and per diem at the rates allowed for State employees at the time travel occurs.

11.3.5.5 The State is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by vendor for a rental vehicle.

11.3.6 Completion of Work

Prior to completion of all work, the contractor shall remove from the premises all equipment and materials belonging to the contractor. Upon completion of the work, the contractor shall leave the site in a clean and neat condition satisfactory to the State.

11.3.7 Right to Publish

11.3.7.1 All requests for the publication or release of any information pertaining to this RFP and any subsequent contract must be in writing and sent to the Administrator of Department of Administration, Purchasing Division or designee.

11.3.7.2 No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of the Administrator of Department of Administration, Purchasing Division or designee.

11.3.7.3 As a result of the selection of the contractor to supply the requested services, the State is neither endorsing nor suggesting the contractor is the best or only solution.

- 11.3.7.4 The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with the specific advance written authorization of the Administrator of Department of Administration, Purchasing Division or designee.
- 11.3.7.5 Throughout the term of the contract, the contractor must secure the written approval of the State per *Section 11.3.7.2* prior to the release of any information pertaining to work or activities covered by the contract.

12. SUBMISSION CHECKLIST

This checklist is provided for vendor's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

Part I A– Technical Proposal Submission Requirements		Completed
Required number of Technical Proposals per submission requirements		
Tab I	Title Page	
Tab II	Table of Contents	
Tab III	Vendor Information Sheet	
Tab IV	State Documents	
Tab V	Attachment B – Technical Proposal Certification of Compliance with Terms and Conditions of RFP	
Tab VI	Section 3 – Scope of Work	
Tab VII	Section 4 – Company Background and References	
Tab VIII	Attachment G – Proposed Staff Resume(s)	
Tab IX	Other Information Material	
Part I B – Confidential Technical Submission Requirements		
Required number of Confidential Technical Proposals per submission requirements		
Tab I	Title Page	
Tabs	Appropriate tabs and information that cross reference back to the technical proposal	
Part II – Cost Proposal Submission Requirements		
Required number of Cost Proposals per submission requirements		
Tab I	Title Page	
Tab II	Cost Proposal	
Tab III	Attachment J - Cost Proposal Certification of Compliance with Terms and Conditions of RFP	
Part III – Confidential Financial Submission Requirements		
Required number of Confidential Financial Proposals per submission requirements		
Tab I	Title Page	
Tab II	Financial Information and Documentation	
CDs Required		
One (1)	Master CD with the technical and cost proposal contents only	
One (1)	Public Records CD with the technical and cost proposal contents only	
Reference Questionnaire Reminders		
Send out Reference Forms for Vendor (with Part A completed)		
Send out Reference Forms for proposed Subcontractors (with Part A completed, if applicable)		

ATTACHMENT A – 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” **will not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal 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 vendors’ technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in separate binders marked “**Part I B Confidential Technical**” and “**Part III Confidential Financial**”.

The State will not be responsible for any information contained within the proposal. Should vendors not comply with the labeling and packing requirements, proposals will 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 will be in an open meeting format, the proposals will 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 will constitute a complete waiver and all submitted information will 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.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in *Section 2 “ACRONYMS/DEFINITIONS.”*

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part I B – Confidential Technical Information			
YES		NO	
Justification for Confidential Status			

A Public Records CD has been included for the Technical and Cost Proposal			
YES		NO	

Part III – Confidential Financial Information			
YES		NO	
Justification for Confidential Status			

Company Name

Signature

Print Name

Date

This document must be submitted in Tab IV of vendor’s technical proposal

**ATTACHMENT B – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE
WITH TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

YES _____ I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

In order for any exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables below. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. Vendors must be specific. Nonspecific exceptions or assumptions may not be considered. If the exception or assumption requires a change in the terms or wording of the contract, the scope of work, or any incorporated documents, vendors must provide the specific language that is being proposed in the tables below.

Company Name

Signature

Print Name

Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

This document must be submitted in Tab V of vendor’s technical proposal

ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and will 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, will 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, will 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 must 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 must be in writing and included in the proposal at the time of submission.
- (7) Each vendor must 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 should 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 will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will 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 handicap.
- (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 will 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 must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Vendor Company Name

Vendor Signature

Print Name

Date

This document must be submitted in Tab IV of vendor's technical proposal

ATTACHMENT D – CONTRACT FORM

The following State Contract Form is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in this form, as this is the standard contract used by the State for all services of independent contractors. It is not necessary for vendors to complete the Contract Form with their proposal.

Please pay particular attention to the insurance requirements, as specified in Paragraph 16 of the attached contract and Attachment E, Insurance Schedule.



Contract Form.doc

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at srvpurch@admin.nv.gov for an emailed copy.

ATTACHMENT E – INSURANCE SCHEDULE FOR RFP 1995



Insurance
Schedule.doc

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT F – REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the RFP process, requires proposing vendors to submit business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

INSTRUCTIONS TO PROPOSING VENDOR	
1.	Proposing vendor or vendor’s proposed subcontractor MUST complete Part A of the Reference Questionnaire.
2.	Proposing vendor MUST send the following Reference Questionnaire to EACH business reference listed for completion of Part B, Part C and Part D.
3.	<p>Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:</p> <p style="margin-left: 40px;">State of Nevada, Purchasing Division Subject: RFP 1995 Attention: Chris McElroy Email: rfpdocs@admin.nv.gov Fax: 775-684-0188</p> <p>Please reference the RFP number in the subject line of the email or on the fax.</p>
4.	The completed Reference Questionnaire MUST be received no later than 4:30 PM PT September 18, 2012
5.	Business references are NOT to return the Reference Questionnaire to the Proposer (Vendor).
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor’s score in the evaluation process.



Reference
Questionnaire.doc

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at srvpurch@admin.nv.gov for an emailed copy.

ATTACHMENT G – PROPOSED STAFF RESUME

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff using the State format.



Proposed Staff
Resume.doc

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT H – STATE OF NEVADA REGISTRATION SUBSTITUTE IRS FORM W-9

The completed form must be included in Tab II, Financial Information and Documentation of the *Part III – Confidential Financial* proposal submittal.



KTLVEN-05
Registration.doc

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT I – COST SCHEDULE



Attachment I Cost
Schedule.xls

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srypurch@admin.nv.gov for an emailed copy.*

**ATTACHMENT J – COST PROPOSAL CERTIFICATION OF COMPLIANCE
TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

YES _____ I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

In order for any exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables below. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. Vendors must be specific. Nonspecific exceptions or assumptions may not be considered. If the exception or assumption requires a change in the terms or wording of the contract, the scope of work, or any incorporated documents, vendors must provide the specific language that is being proposed in the tables below.

Company Name

Signature

Print Name

Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

<p>This document must be submitted in Tab III of vendor’s cost proposal. This form MUST NOT be included in the technical proposal.</p>

ATTACHMENT K – 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 will 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 will 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.

By: _____ Date _____
Signature of Official Authorized to Sign Application

For: _____
Vendor Name

Project Title

This document must be submitted in Tab IV of vendor’s technical proposal

ATTACHMENT L – FEDERAL LAWS AND AUTHORITIES

The information in this section does not need to be returned with the vendor's proposal. Following is a list of Federal Laws and Authorities with which the awarded vendor will be required to comply.

ENVIRONMENTAL:

1. Archeological and Historic Preservation Act of 1974, PL 93-291
2. Clean Air Act, 42 U.S.C. 7506(c)
3. Endangered Species Act 16 U.S.C. 1531, ET seq.
4. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
5. Executive Order 11988, Floodplain Management
6. Executive Order 11990, Protection of Wetlands
7. Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
8. Fish and Wildlife Coordination Act, PL 85-624, as amended
9. National Historic Preservation Act of 1966, PL 89-665, as amended
10. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended

ECONOMIC:

1. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended
2. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans

SOCIAL LEGISLATION

1. Age Discrimination Act, PL 94-135
2. Civil Rights Act of 1964, PL 88-352
3. Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
4. Executive Order 11246, Equal Employment Opportunity
5. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
6. Rehabilitation Act of 1973, PL 93, 112

MISCELLANEOUS AUTHORITY:

1. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
2. Executive Order 12549 – Debarment and Suspension