

State of Nevada  
Department of Administration

Purchasing Division

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



Brian Sandoval  
Governor

Patrick Cates  
Director

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Administrator

State of Nevada  
Purchasing Division  
**Request for Qualifications: 3282**  
For  
**FIRE FUELS REDUCTION AND VEGETATION  
MANAGEMENT SERVICES**

Release Date: January 10, 2017

Deadline for Submission and Opening Date and Time: February 7, 2017 @ 2:00 PM

***Refer to Section 9, RFQ Timeline for the complete RFQ schedule***

For additional information, please contact:

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State of Nevada, Purchasing Division

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Ask the relay agent to dial: 1-775-684-0175/V.)

***Refer to Section 10 for instructions on submitting an RFQ Response***

## VENDOR INFORMATION SHEET FOR RFQ 3282

**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 of the Technical SOQ response.

V1	Company Name	Dale E. Nichols Contracting
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V2	Street Address	41907 Bobbit Bench Rd
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V3	City, State, ZIP	Peck, ID 83545
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V4	Telephone Number	
	Area Code: 208	Number: 486-6209

V5	Facsimile Number	
	Area Code:	Number:

V6	Toll Free Number	
	Area Code:	Number:

V7	<i>Contact Person for Questions / Contract Negotiations, including address if different than above</i>	
	Name: Dale or Cindy Nichols	
	Title: Owner or Spouse/Office Manager	
	Address: 41907 Bobbit Bench Rd, Peck, ID 83545	
Email Address: NicholsRanch@ymail.com		

V8	Telephone Number for Contact Person	
	Area Code: 208	Number: 486-6209

V9	Facsimile Number for Contact Person	
	Area Code:	Number:

V10	<i>Name of Individual Authorized to Bind the Organization</i>	
	Name: Dale E. Nichols	Title: Owner

V11	Signature ( <i>Individual must be legally authorized to bind the vendor per NRS 333.337</i> )	
	Signature:	Date: 2/3/17

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**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. PROJECT OVERVIEW

The State of Nevada Purchasing Division is seeking proposals from qualified vendors to provide Fire Fuel Reduction and Vegetation Services statewide. The intent of this RFQ is to qualify vendors in which agencies' will request bids on an as needed basis from the list of qualified vendors. *The RFQ does not hold awarded vendors to any prices, nor does it obligate the State to purchase goods or services from all awarded vendors.* The purchase amount will be controlled by the individual using agencies through a purchase order submitted or specific scope of work and accepted by the vendor once an individual project has been bid and awarded.

The State may award one (1) or more contracts in conjunction with this RFQ, as determined in the best interests of the State. It is the intention of the State to award contract(s) on a statewide basis; however, proposals may be considered regionally (Northern, Southern, Rural). 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 RFQ; however, they are not required to do so.

The State Purchasing Division will administer contract(s) resulting from this RFQ. The resulting contract(s) will be for an initial contract term of four (4) years, anticipated to begin April 6, 2017 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 Government and 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. Key personnel is required to ensure crew safety, as well as an industry accepted level of production. Routine inspections will be conducted by contracting agency to determine quality of work, production levels, and compliance with site protection requirements. Vendors will be required to have appropriate license(s) and insurance to qualify for all work in this RFQ. Copy of appropriate license(s) must be submitted with proposal. Vendors may also be required to provide a Performance Security in the form of a Surety Bond, Certificate of Deposit or Treasury Note. This requirement will be on a project by project basis, and will be in an amount up to 100% of the project total.

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

1.1.2.1 Hand Crews

- 1.1.2.2 Arboricultural Work/Tree Maintenance
- 1.1.2.3 Burned Area Rehab
- 1.1.2.4 Large Tree Removal
- 1.1.2.5 Mechanized Logging
- 1.1.2.6 Pesticide Application
- 1.1.2.7 Seed Drills/Application
- 1.1.2.8 Hauling Services
- 1.1.2.9 Seeding
- 1.1.2.10 Controlled Fire
- 1.1.2.11 Road Construction/Maintenance/Rehabilitation

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

**2. ACRONYMS/DEFINITIONS**

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

<b>Acronym</b>	<b>Description</b>
<b><i>Assumption</i></b>	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
<b><i>Awarded Vendor</i></b>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFQ.
<b><i>BOE</i></b>	State of Nevada Board of Examiners
<b><i>Bucking</i></b>	The work done to cut a tree into segments.
<b><i>Confidential Information</i></b>	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 NRS 333.020(5) (b).

<b>Acronym</b>	<b>Description</b>
<b><i>Contract Approval Date</i></b>	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.
<b><i>Contract Award Date</i></b>	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.
<b><i>Contractor</i></b>	The company or organization that has an approved contract with the State of Nevada for services identified in this RFQ. 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.
<b><i>Cross Reference</i></b>	A reference from one document/section to another document/section containing related material.
<b><i>Customer</i></b>	Department, Division or Agency of the State of Nevada.
<b><i>CV</i></b>	Curriculum Vitae
<b><i>DBH</i></b>	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.
<b><i>Division/Agency</i></b>	The Division/Agency requesting services as identified in this RFQ.
<b><i>Evaluation Committee</i></b>	An independent committee comprised of a majority of State officers or employees established to evaluate and score RFQ responses pursuant to NRS 333.335.
<b><i>Exception</i></b>	A formal objection taken to any statement/requirement identified within the RFQ.
<b><i>Felling</i></b>	All steps necessary to sever a standing tree.
<b><i>Goods</i></b>	The term “goods” as used in this RFQ 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.
<b><i>ISA</i></b>	International Society of Arboriculture
<b><i>Key Personnel</i></b>	Vendor staff responsible for oversight of work during the life of the project and for deliverables.
<b><i>LCB</i></b>	Legislative Counsel Bureau

<b>Acronym</b>	<b>Description</b>
<b><i>LOI</i></b>	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.
<b><i>May</i></b>	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 RFQ responses without the information.
<b><i>Must</i></b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of an RFQ response as non-responsive.
<b><i>NAC</i></b>	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: <a href="http://www.leg.state.nv.us">www.leg.state.nv.us</a> .
<b><i>NOA</i></b>	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.
<b><i>NRS</i></b>	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: <a href="http://www.leg.state.nv.us">www.leg.state.nv.us</a> .
<b><i>Pacific Time (PT)</i></b>	Unless otherwise stated, all references to time in this RFQ and any subsequent contract are understood to be Pacific Time.
<b><i>Proprietary Information</i></b>	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).
<b><i>Public Record</i></b>	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]).
<b><i>Redacted</i></b>	The process of removing confidential or proprietary information from a document prior to release of information to others.
<b><i>RFQ</i></b>	Request for Qualification - a written statement which sets forth the requirements and qualifications of a contract to be awarded by competitive selection.
<b><i>RFQ Response</i></b>	Vendor's response to all requirements as stated within the RFQ.
<b><i>RH</i></b>	Relative Humidity

<b>Acronym</b>	<b>Description</b>
<b><i>Shall</i></b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of an RFQ response as non-responsive.
<b><i>Should</i></b>	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 RFQ response without the information.
<b><i>Slash</i></b>	Vegetation cut during the performance of this project and any other vegetation debris within the project area.
<b><i>Snag</i></b>	A standing, partially or completely dead tree, often missing a top or most of the smaller branches.
<b><i>SOQ</i></b>	Statement of Qualifications.
<b><i>State</i></b>	The State of Nevada and any agency identified herein.
<b><i>Subcontractor</i></b>	Third party, not directly employed by the contractor, who will provide services identified in this RFQ. This does not include third parties who provide support or incidental services to the contractor.
<b><i>Trade Secret</i></b>	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.
<b><i>User</i></b>	Department, Division, Agency or County of the State of Nevada.
<b><i>Vendor</i></b>	Organization/individual submitting a response to this RFQ.
<b><i>Will</i></b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of an RFQ response as non-responsive.



## 2.1 STATE OBSERVED HOLIDAYS

The State observes the holidays noted in the following table. When January 1<sup>st</sup>, July 4<sup>th</sup>, November 11<sup>th</sup> or December 25<sup>th</sup> 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
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. REQUEST FOR QUALIFICATIONS

### 3.1 RFQ PROCESS

The process by which proposals will be considered for a contract under this RFQ is to determine whether or not the vendor qualifies under the set of Minimum Qualifications (*refer to Section 3.2*). If a vendor is determined to not meet any one of the Minimum Qualifications, the proposal in its entirety will not be considered for contract. Each proposal will be reviewed independently in the Minimum Qualification section. All vendors that qualify will receive a contract.

### 3.2 MINIMUM QUALIFICATIONS

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

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

### **3.3 BIDDING PROCESS**

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

### **3.4 PROJECT MEETINGS FOR FIRE FUEL REDUCTION AND VEGETATION MANAGEMENT SERVICES;**

#### **3.4.1 Pre Work Conference:**

3.4.1.1 A Pre-Work Conference will be held prior to the start of each project. The vendor will be notified in advance of meeting time, date and place. The purpose will be to review required work, project drawings and specifications, construction schedules, payments, and administrative provisions of the contract;

3.4.1.2 The vendor, subcontractors and the persons responsible for coordination of the work shall be present at the meeting; and

3.4.1.3 The vendor shall be prepared to summarize and explain procedures planned for the project.

## **4. SCOPES OF WORK**

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

Work is to be performed in a professional manner, with due diligence paid to protecting private property and ensuring a safe working environment for crew members. Equipment and 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;

### **4.1 Forest Management Hand Crew Services Specification**

4.1.1 Vendor(s) who qualify will provide skilled hand crew services to complete forest management-related work, including but not limited to:

4.1.1.1 Fuels reduction;

- 4.1.1.2 Tree thinning;
- 4.1.1.3 Wildlife habitat improvement; and
- 4.1.1.4 Erosion control.
- 4.1.2 Crews will be provided with written prescriptions that contain specifications and other pertinent information for each project;
- 4.1.3 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;
- 4.1.4 Crews must be able to work in difficult terrain that may include steep, rocky slopes, and areas of dense trees with large, unstable snags, poor footing and exposure to adverse weather. In addition, some work may be required in urban environments and may contain such hazards as structures, trees, power lines, and vehicles; and
- 4.1.5 Work includes lifting rounds of wood and segments of logs, limb wood, and brush.
- 4.1.6 Tree felling services will include the operation of chainsaws to complete felling, liming, lopping, bucking and brushing activities according to written prescriptions. Specifications identified below may be modified based on a specific prescription or scope of work.
  - 4.1.6.1 Tree fellers must be able to directionally fell trees away from residual trees or objects to be protected;
  - 4.1.6.2 Tree to be cut larger than six (6) inches in diameter may be marked with paint (color to be determined between awarded vendor and State's designee). Trees that are less than six (6) inches in diameter may be designated by description;
  - 4.1.6.3 Trees range in size from one (1) inch to twenty-four (24) inches DBH;
  - 4.1.6.4 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 unless specified differently in a scope of work;
  - 4.1.6.5 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 unless specified differently in a scope of work;

- 4.1.6.6 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;
  - 4.1.6.7 Maximum stump height is six (6) inches above high ground level;
  - 4.1.6.8 Trees that are less than six (6) inches must be cut flush with the ground; and
  - 4.1.6.9 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.
- 4.1.7 Disposal of cut material will be accomplished by hand piling for burning, chipping, scattering, and/or removal from site, as designated by the project manager or through a scope of work. All piles must be located so that live trees are not scorched during the burning process. Pile locations will be decided by awarded vendor and the State's designee. Accurate recordation for hours of use and biomass produced is required.
- 4.1.8 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).
- 4.1.9 Cost items shall be provided by the vendor to accomplish specific forestry-related tasks using the units below *during the bidding process*.

4.1.9.1 Service Associated with Scope

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

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

## **4.2 Large Tree Removal Services Specification**

- 4.2.1 Awarded vendor will provide large tree removal on an as needed basis.
- 4.2.2 Equipment used must be able to operate on uneven, rocky ground;
- 4.2.3 Equipment used must be able to selectively remove individual trees;
- 4.2.4 Equipment used must be able to operate in close proximity to homes and other structures;
- 4.2.5 Tree stumps shall be cut to a height of six (6) inches or what is deemed to be appropriate based on site limitations (to be determined by State's designee and awarded vendor), and then treated with a borax solution. If the entire tree is not specified for removal, then logs remaining on the lot must be bucked as necessary to insure that each log or log segment is completely on the ground;
- 4.2.6 All felled trees must be limbed, and the slash must be removed from the property, or chipped, blown and scattered on the property as directed by the State's designee. Wood chips left on the parcel must not exceed two (2) inches in depth;
- 4.2.7 If project specifications include that the awarded vendor remove materials for commercial purposes, then the awarded vendor may be expected to reduce or negotiate their fees. Vendors must indicate in their response whether 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;
- 4.2.8 Upon receipt of a work order, the awarded vendor shall have all work completed within thirty (30) days;
- 4.2.9 The awarded vendor's activities upon any Government, State, or private property shall be confined to spaces, areas, roads and locations as directed by the State's designee; and
- 4.2.10 The awarded vendor will work only on normal workdays, Monday through Friday, and between the hours of 8:00 a.m. and 5:00 p.m. After hours work and work on Saturdays, Sundays, and State holidays will not be permitted unless the awarded vendor obtains written approval from the State's designee.
- 4.2.11 Services will be provided by the vendor to accomplish large tree removal using the units below:
  - 4.2.11.1 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);

4.2.11.2 Class B: Any tree needing to be climbed, trimmed, topped and pieced out. (This job requires one (1) climber/faller and one (1) or more ground person); and

4.2.11.3 Class C: Mechanical involvement required. (e.g., Crane job – 100’ crane. This job would require two (2) or more people).

4.2.12 Appropriate signage meeting State Highway and local county jurisdiction’s requirements must be provided by awarded vendor.

### **4.3 Forestry Equipment Specification**

4.3.1 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.

4.3.2 Equipment to be utilized on fuels management and/or forest health and/or habitat enhancement projects that may include, but is not necessarily limited to:

4.3.2.1 Tree shears

4.3.2.2 Brush masticators and mowers – light, medium, and heavy duty

4.3.2.3 Feller bunchers

4.3.2.4 Forwarders

4.3.2.5 Cut to length operators

4.3.2.6 Heavy cranes

4.3.2.7 Wheeled skidders

4.3.2.8 Tracked skidders

4.3.2.9 Tub grinders

4.3.2.10 Chippers

4.3.2.11 Bulldozers

4.3.2.12 Lawson Aerator

4.3.3 Awarded vendor will be required to supply operator(s), equipment transport, and if applicable, water for fire suppression/dust abatement.

- 4.3.4 General project specifications (project specific specifications will be described in a scope of work prior to commencement of each project and may deviate from the specifications listed below):
- 4.3.4.1 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);
  - 4.3.4.2 No slash and other vegetative debris shall be more than twelve (12) inches deep as measured from the ground level;
  - 4.3.4.3 No damage to crop trees as a result of contract operations is permitted;
  - 4.3.4.4 All cut vegetation shall be kept within unit boundaries;
  - 4.3.4.5 Any cut vegetation falling into ditches, roads, road banks, trails or adjacent units shall be removed by the end of the work day;
  - 4.3.4.6 No masticated or cut material shall lean against or be suspended by leave trees;
  - 4.3.4.7 Vegetation that is within two (2) feet vertical or horizontal of any obstacle such as large rocks or fences will not require treatment; and
  - 4.3.4.8 All boles or pieces up to ten (10) inches in diameter shall be masticated.
- 4.3.5 Specifications for cut material (slash):
- 4.3.5.1 Fifty (50) percent shall be less than or equal to six (6) inches in length;
  - 4.3.5.2 Forty (40) percent shall be less than or equal to two (2) feet in length; and
  - 4.3.5.3 No more than ten (10) percent shall be equal to two (2) to four (4) feet in length. No slash shall exceed four (4) feet.
- 4.3.6 Chaining
- 4.3.6.1 D8 or larger tractors; The contractor will be responsible for furnishing 2 dozers capable of pulling an anchor chain assembly which is approximately 180-200 feet in overall length and weighs an estimated 22,000 to 28,500 pounds and capable of mountain seed dribblers. The dozers must be furnished with skilled and experienced operators and the necessary support. Work environment will consist of varied terrain and topographic features including hills, draws in a mountainous setting.

4.3.6.2 Government or using Agency will supply anchor chain, pigtail chains, swivels, clevises, and associated pins, seed dribblers and repair parts for all of the above. Generally contractor will be required to pick up and transport chain from a BLM office location to the identified work site.

A. Ely or smooth

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

#### **4.4 Pesticide Application Specification**

4.4.1 Vendor must be compliant with **NRS 555**;

4.4.2 License issued by the Nevada Department of Agriculture in the appropriate pesticide category(s) prior to submitting a proposal. Questions regarding this requirement should be addressed to the Nevada Department of Agriculture at (775) 688-1180. Any response submitted by a non-licensed vendor, or vendor that has “applied for” a license, will not be accepted until license is issued. A copy of the license or the license number must be submitted with response;

4.4.3 Records, application documentation and labels must be available on site;

4.4.4 Awarded vendor must have the ability to take spot weather to determine temperature, wind speed, and relative humidity;

4.4.5 Spot, whole tree, and broadcast treatments may be required in some cases;

4.4.6 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;

4.4.7 Application equipment must be cleaned daily and must be easily operable and easily metered;

4.4.8 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;

4.4.9 Routine inspections will be done by a qualified State designee;

4.4.10 Mixing tanks must be equipped with portable containment systems and clean-up materials/tools;

4.4.11 Metering equipment and replacement spray nozzles must be available on project site;



- 4.4.12 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);
- 4.4.13 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; and
- 4.4.14 Government or using Agency may or may not supply chemicals and adjuvants (including indicator dye). Government or using Agency provided provisions will be identified in a scope of work.

#### 4.5 Seed Drills/Application Specification

- 4.5.1 Vendors must indicate in their response the manufacturer and model of all of the equipment that will be used, transport and operators; ***International #10 or John Deere 455 , Seed Drills, 1990 F-350, Circle D Trailer w/tools & equipment for repairs and maintenance; Tractors are in NV if needed will hire transportation(low boy) to move it to job site, several more tractors are available along with crawler tractors for stauby ground, several heavy offset disc harrows and both light & heavy spike tooth harrows; Operator Dale E. Nichols, have other independent contractors who are experienced and have worked with me on/off for several years available if necessary.***
- 4.5.2 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; ***Sunflower Pasture No Till or John Deere 750 No Till***
- 4.5.3 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; and ***Metal Master Rangeland Drills***
- 4.5.4 Rangeland Drills – Designed for drilling seed on wildland sites with a variety of soil types. Minimal ground preparation is required where grasses, forbs and small shrubs are common. Plowing, crushing or chaining and/or burning may be used as a pre-treatment on sites with mature brush and/or small trees with Government or State designee approval.

#### 4.6 Hauling Services Specification

- 4.6.1 Awarded vendor will drop off container on project site (roll on, roll off system);
- 4.6.2 Container must be capable of holding woody biomass (chipped or unchipped; but not in the same container);
- 4.6.3 Available container volumes should be ten (10), twenty (20), and thirty (30) cubic yards, or volume specified by State's designee; and
- 4.6.4 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.
- 4.6.5 Awarded vendor may be requested to remove previously cut fuel wood from a project site. Vendors should include in their response a minimum bid per cord that will be paid to the State Agency awarding the project to remove fuel wood or other by-products for commercial sale and a listing of available equipment necessary to complete this task.

#### **4.7 Ground Seeders/Spreaders Specification**

- 4.7.1 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.
- 4.7.2 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.
- 4.7.3 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.
- 4.7.4 Electric seeders will be mounted on a vehicle and driven at a set speed and setting, again following a determination of actual seeding rate and adjustment to the prescribed rate.
- 4.7.5 Vendor may supply seeds if needed;
- 4.7.6 Or the seed maybe supplied by the Agency;
- 4.7.7 Weed free testing; and
- 4.7.8 Germination tests for all seed.

- 4.7.9 Whether the vendor or agency supplies the seeds, all seed will be tested to ensure that current government standards (federal/state) for noxious weeds and germination are met.
- 4.7.10 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.
- 4.7.11 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.
- 4.7.12 Awarded vendor must be able to calibrate equipment to meet the prescribed seeding rate.
- 4.7.13 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.
- 4.7.14 Awarded vendor must have a certified tree climber if requested. Vendors must indicate in their response if they have ISA certification for Tree Worker or Arborist, and detail any experience in this area. This requirement is dependent on the specific project and the area.

#### **4.8 Shrub and Tree Planting Specification**

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

#### **4.9 Controlled Fire Specification**

- 4.9.1 Crews to apply controlled fire to natural vegetation under specified conditions and after precautionary actions have been taken to ensure that the fire is confined to a predetermined area, in compliance with NRS 527.
- 4.9.2 Awarded vendor must be able to write a controlled fire plan. The plan must be prepared by a person qualified to oversee a controlled fire, be approved by the State Forester prior to implementation, and contain at least:
  - 4.9.2.1 A description and map of the area to be burned;
  - 4.9.2.2 A list of personnel and equipment necessary to commence and control fire;
  - 4.9.2.3 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;

4.9.2.4 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; and

4.9.2.5 The signature of the person who prepared the plan.

4.9.3 Before signing the written plan, the person qualified to oversee the fire must evaluate and approve the anticipated impact of the fire on surrounding areas which are sensitive to smoke (NRS 527.128).

4.9.4 A direct supervisor, who is qualified to oversee such fires and crews, must remain on site for the duration of the fire.

4.9.5 Vendors must indicate in their response whether their personnel are NWCG qualified for prescribed fire positions, and must provide documentation to show qualifications with their response.

#### **4.10 Road Construction/Maintenance/Rehabilitation Specification**

4.10.1 Vendors must indicate in their response the manufacturer and model of available equipment necessary to complete this work, the capabilities of the equipment, and the operator/crews available to man the equipment as they pertain to the specifications of this scope of work.

4.10.2 Road construction activities may include, but are not necessarily limited to:

4.10.2.1 Road blazing;

4.10.2.2 Grading;

4.10.2.3 Backhoe/Track Hoe work;

4.10.2.4 Rock removal;

4.10.2.5 Tree removal;

4.10.2.6 Cut and fill work;

4.10.2.7 Skid trail construction;

4.10.2.8 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

4.10.2.9 Existing road and skid trail maintenance; and

4.10.2.10 Skid road rehabilitation following project conclusion.

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

#### **4.11 Additional Requirements**

4.11.1 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.

4.11.2 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.

4.11.3 The awarded vendor 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 vendor in the field. The awarded vendor 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 RFQs. In the event that historic or prehistoric resources are discovered, contractor will cease work immediately and contact the State's designee.

4.11.4 The awarded vendor(s) 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.

4.11.5 The awarded vendor shall call law enforcement if any suspected human remains are encountered in the project area.

## **5. COMPANY BACKGROUND AND REFERENCES**

## 5.1 VENDOR INFORMATION

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

Question	Response
Company name:	Dale E. Nichols Contracting
Ownership (sole proprietor, partnership, etc.):	Sole Proprietor
State of incorporation:	Not Incorporated
Date of incorporation:	
# of years in business:	Beginning 24 <sup>th</sup> year
List of top officers:	Dale E Nichols
Location of company headquarters:	Peck , ID
Location(s) of the company offices:	Peck, ID
Location(s) of the office that will provide the services described in this RFQ:	Peck, ID
Number of employees locally with the expertise to support the requirements identified in this RFQ:	One
Number of employees nationally with the expertise to support the requirements in this RFQ:	One
Location(s) from which employees will be assigned for this project:	Peck, ID

5.1.2 **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.

5.1.3 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:	NV20101839436
Legal Entity Name:	Dale E Nichols

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

Yes	<b>X</b>	No	
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If “No”, provide explanation.

5.1.4 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.

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

Yes	<b>X</b>	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:	NDOW Contract #1639
State agency contact name:	Steve Foree
Dates when services were performed:	11/9/10, 10/16/11, 12/19/11, 3/5/12, 3/20/12, 2013.
Type of duties performed:	Drill Seeding, Disking
Total dollar value of the contract:	\$149,738.42
Question	Response
Name of State agency:	NDOW Contract #3002
State agency contact name:	Steve Foree
Dates when services were performed:	11/21/16
Type of duties performed:	Drill Seeding, Disking
Total dollar value of the contract:	\$23,229.00

5.1.6 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	<b>X</b>
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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 RFQ, and specify the services that each person will be expected to perform.

5.1.7 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 RFQ must also be disclosed. Does any of the above apply to your company?

Yes		No	X
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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:		

5.1.8 Vendors must review the insurance requirements specified in **Attachment E, Insurance Schedule for RFQ 3282**. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in **Attachment E**.

Yes	X	No	
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Any exceptions and/or assumptions to the insurance requirements **must** be identified on **Attachment B, Technical Certification of Compliance with Terms and Conditions of RFQ**. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of their RFQ response submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Upon contract award, the successful vendor **must** provide the Certificate of Insurance identifying the coverages as specified in **Attachment E, Insurance Schedule for RFQ 3282**.

5.1.9 Company background/history and why vendor is qualified to provide the services described in this RFQ. Limit response to no more than five (5) pages. **See attached page Labeled “5.1.9”**



5.1.10 Length of time vendor has been providing services described in this RFQ to the public and/or private sector. Please provide a brief description. **50 years experience (see narrative for 5.1.9 attachment)**

5.1.11 Financial information and documentation to be included in Part III, Confidential Financial Information of vendor’s response in accordance with Section 10.5, Part III – Confidential Financial Information.

5.1.11.1 Dun and Bradstreet Number **824910335**

5.1.11.2 Federal Tax Identification Number **82-0406834**

## 5.2 SUBCONTRACTOR INFORMATION

5.2.1 Does this RFQ response include the use of subcontractors?

Yes		No	X
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If “Yes”, vendor must:

5.2.1.1 Identify specific subcontractors and the specific requirements of this RFQ for which each proposed subcontractor will perform services.

5.2.1.2 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).

5.2.1.3 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; and
- 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.

- 5.2.1.4 Provide the same information for any proposed subcontractors as requested in *Section 5.1, Vendor Information*.
- 5.2.1.5 Business references as specified in *Section 5.3, Business References* must be provided for any proposed subcontractors.
- 5.2.1.6 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 5.2.1.7 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 RFQ in *Section 5.2, Subcontractor Information*. The vendor must receive agency approval prior to subcontractor commencing work.

**5.3 BUSINESS REFERENCES**

- 5.3.1 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.
- 5.3.2 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.

<b>Reference #:</b>	Contract #3002		
<b>Company Name:</b>	NDOW		
<i>Identify role company will have for this RFQ project (Check appropriate role below):</i>			
<input checked="" type="checkbox"/>	<b>VENDOR</b>	<input type="checkbox"/>	<b>SUBCONTRACTOR</b>
Project Name:	Izzenhood Drill Seeding		
<b>Primary Contact Information</b>			
Name:	Steve Foree		
Street Address:	60 Youth Center Road		
City, State, Zip	Elko, NV 89801		
Phone, including area code:	775-777-2306		
Facsimile, including area code:	775-738-2485		
Email address:			
<b>Alternate Contact Information</b>			
Name:	Alan Jenne		
Street Address:	6980 Sierra Center Pkwy#120		
City, State, Zip	Reno, NV 89511		
Phone, including area code:	775-688-1560		
Facsimile, including area code:			
Email address:	ajenne@ndow.org		

<b>Project Information</b>			
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	Rangeland Drill Seeding on burned off wildlife habitat area		
Original Project/Contract Start Date:	10-29-16		
Original Project/Contract End Date:	12-5-16		
Original Project/Contract Value:	\$23,229.00		
Final Project/Contract Date:	11-21-16		
Was project/contract completed in time originally allotted, and if not, why not?	Yes		
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	No, additional acreage was added.		
<b>Reference #:</b>	Contract #L16PS01276		
<b>Company Name:</b>	BLM		
<i>Identify role company will have for this RFQ project (Check appropriate role below):</i>			
<input checked="" type="checkbox"/>	<b>VENDOR</b>	<input type="checkbox"/>	<b>SUBCONTRACTOR</b>
Project Name:	Squaw Fire Drill Seeding		
<b>Primary Contact Information</b>			
Name:	Jim Harmoning		
Street Address:			
City, State, Zip	Elko, NV 89801		
Phone, including area code:	775-753-0373		
Facsimile, including area code:			
Email address:			
<b>Alternate Contact Information</b>			
Name:	Tom Warren		
Street Address:			
City, State, Zip	Elko NV 89801		
Phone, including area code:	775-753-0355		
Facsimile, including area code:			
Email address:			
<b>Project Information</b>			
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	Rangeland Drill seeding of chemically treated ground		
Original Project/Contract Start Date:	10-12-16		
Original Project/Contract End Date:	10-27-16		

Original Project/Contract Value:	\$6,462.50
Final Project/Contract Date:	10-27-16
Was project/contract completed in time originally allotted, and if not, why not?	Yes
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	Yes.
<b>Reference #:</b> Contract #L13PX01118	
<b>Company Name:</b> BLM	
<i>Identify role company will have for this RFQ project (Check appropriate role below):</i>	
<input checked="" type="checkbox"/>	<b>VENDOR</b>
<input type="checkbox"/>	<b>SUBCONTRACTOR</b>
Project Name:	North Schell Drill Seeding
<b>Primary Contact Information</b>	
Name:	Dave Appold
Street Address:	1340 Financial Way
City, State, Zip	Reno NV 89501
Phone, including area code:	775-861-6592
Facsimile, including area code:	775-861-6634
Email address:	dappold@blm.gov
<b>Alternate Contact Information</b>	
Name:	
Street Address:	
City, State, Zip	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
<b>Project Information</b>	
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	Rangeland Drill seeding of chemically treated ground
Original Project/Contract Start Date:	
Original Project/Contract End Date:	3-16-14
Original Project/Contract Value:	\$17,766.00
Final Project/Contract Date:	3-16-14
Was project/contract completed in time originally allotted, and if not, why not?	Yes
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	Yes.

- 5.3.3 Vendors must also submit *Attachment F, Reference Questionnaire* to the business references that are identified in *Section 5.3.2*.
- 5.3.4 The company identified as the business references must submit the Reference Questionnaire directly to the Purchasing Division.
- 5.3.5 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 9, RFQ 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.
- 5.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

#### **5.4 VENDOR STAFF RESUMES**

A resume must be completed for each proposed key personnel responsible for performance under any contract resulting from this RFQ per *Attachment G, Proposed Staff Resume*.

### **6. COST**

- 6.1 Cost items shall be provided by the vendor to accomplish specific forestry-related tasks on an as needed base during the bidding process.

### **7. FINANCIAL**

#### **7.1 PAYMENT**

- 7.1.1 Upon review and acceptance by the State, payments for invoices are normally made within 30 days of receipt, providing all required information, documents and/or attachments have been received.
- 7.1.2 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 RFQ electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

#### **7.2 BILLING**

- 7.2.1 The State does not issue payment prior to receipt of goods or services.
- 7.2.2 The vendor must bill the State as outlined in the approved contract and/or payment schedule.

### **8. WRITTEN QUESTIONS AND ANSWERS**

The Purchasing Division will accept questions and/or comments in writing regarding this RFQ as noted below:

## 8.1 QUESTIONS AND ANSWERS

- 8.1.1 The RFQ Question Submittal Form is located on the Services RFP/RFQ Opportunities webpage at <http://purchasing.state.nv.us/services/sdocs.htm>. Select this RFQ number and the “Question” link.
- 8.1.2 The deadline for submitting questions is as specified in *Section 9, RFQ Timeline*.
- 8.1.3 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 9, RFQ Timeline*.

## 9. RFQ 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	01/17/2017 @ 12:00 PM
Answers posted to website	On or about 01/23/2017
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 02/06/2017
Deadline for submission and opening of SOQs	No later than 2:00 PM on 02/07/2017
Evaluation period (approximate time frame)	02/07/2017 – 02/15/2017
Selection of vendor	On or about 02/15/2017
Anticipated BOE approval	04/06/2017
Contract start date (contingent upon BOE approval)	04/06/2017

## 10. RFQ RESPONSE SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

### 10.1 GENERAL SUBMISSION REQUIREMENTS

Vendors’ RFQ responses must be packaged and submitted in counterparts; therefore, vendors must pay close attention to the submission requirements. RFQ responses 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 10.3, Part I B – Confidential Technical and Section 10.5, Part III Confidential Financial Information*. 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 10.6, Confidentiality of RFQ Response.***

The required CDs must contain information as specified in *Section 10.6.4*.

Detailed instructions on RFQ response submission and packaging follows and vendors must submit their responses 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.

- 10.1.1 All information is to be completed as requested.
- 10.1.2 Each section within the RFQ response must be separated by clearly marked tabs with the appropriate section number and title as specified in the following sections.
- 10.1.3 Although it is a public opening, only the names of the vendors submitting RFQ responses will be announced per NRS 333.335(6). Technical details about the responses submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFQ 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.
- 10.1.4 If discrepancies are found between two (2) or more copies of the RFQ response, the master copy will provide the basis for resolving such discrepancies. If one (1) copy of the RFQ response is not clearly marked "MASTER," the State may reject the response. However, the State may at its sole option, select one (1) copy to be used as the master.
- 10.1.5 For ease of evaluation, the RFQ response must be presented in a format that corresponds to and references sections outlined within this RFQ and must be presented in the same order. Written responses must be placed immediately following the applicable RFQ question, statement and/or section and must be presented in a style/format that is easily distinguishable from RFQ language. Exceptions/assumptions to this may be considered during the evaluation process.
- 10.1.6 RFQ responses are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.

Unnecessarily elaborate responses beyond what is sufficient to present a complete and effective response to this RFQ 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 RFQ, 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 responses, to the extent possible and practical:

10.1.6.1 Be submitted on recycled paper;

10.1.6.2 Not include pages of unnecessary advertising;

10.1.6.3 Be printed on both sides of each sheet of paper; and

10.1.6.4 Be contained in re-usable binders rather than with spiral or glued bindings.

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

10.1.8 Any vendor who believes the 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 RFQ.

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.

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

## **10.2 PART I A – TECHNICAL STATEMENT OF QUALIFICATIONS (SOQ)**

10.2.1 The technical SOQ must include:

10.2.1.1 One (1) original marked "MASTER"; and

10.2.1.2 Five (5) identical copies.

10.2.2 The technical SOQ *must not include* confidential technical information (refer to *Section 10.3, Part I B, Confidential Technical SOQ*).

10.2.3 Format and Content

10.2.3.1 Tab I – Title Page

The title page must include the following:

<b>Part I A – Technical SOQ</b>	
RFQ Title:	Fire Fuels Reduction & Vegetation Management
RFQ:	3282
Vendor Name:	Dale E Nichols
Address:	41907 Bobbit Bench Rd, Peck, ID 83545
Opening Date:	February 7, 2017
Opening Time:	2:00 PM

10.2.3.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

10.2.3.3 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.

10.2.3.4 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 J – 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.

10.2.3.5 Tab V - Attachment B, Technical Certification of Compliance with Terms and Conditions of RFQ

- A. **Attachment B** with an original signature by an individual authorized to bind the organization must be included in this tab.
- B. If the exception and/or assumption require a change in the terms or wording of any section of the RFQ, the contract, or any incorporated documents, vendors **must** provide the specific language that is being proposed on **Attachment B**.
- C. Only technical exceptions and/or assumptions should be identified on **Attachment B**.
- D. The State will not accept additional exceptions and/or assumptions if submitted after the RFQ response deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

10.2.3.6 Tab VI – Section 3.2 – General Minimum Qualifications

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

10.2.3.7 Tab VII – Section 3.3 – Technical Minimum Qualifications

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

10.2.3.8 Tab VIII– Section 4 – Company Background and References

Vendors must place their written response(s) in **bold/italics** immediately following the applicable RFQ question, statement and/or section. This section must also include the requested information in **Section 5.2, Subcontractor Information**, if applicable.

10.2.3.9 Tab IX – Attachment G – Proposed Staff Resume

- A. Vendors must include all proposed staff resumes per **Section 5.4, Vendor Staff Resumes** in this section.
- B. This section should also include any subcontractor proposed staff resumes, if applicable.

10.2.3.10 Tab X – Other Informational Material

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

**10.3 PART I B – CONFIDENTIAL TECHNICAL SOQ**

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

10.3.2 The confidential technical SOQ must include:

10.3.2.1 One (1) original marked “MASTER”; and

10.3.2.2 Five (5) identical copies.

10.3.3 Format and Content

10.3.3.1 Tab I – Title Page

The title page must include the following:

<b>Part I B – Confidential Technical SOQ</b>	
RFQ Title:	Fire Fuels Reduction & Vegetation Management
RFQ:	3282
Vendor Name:	Dale E Nichols
Address:	41907 Bobbit Bench Rd, Peck, ID 83545
Opening Date:	February 7, 2017
Opening Time:	2:00 PM

10.3.3.2 Tabs – Confidential Technical

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

**10.4 PART II – CONFIDENTIAL FINANCIAL INFORMATION**

10.4.1 The confidential financial information part must include:

10.4.1.1 One (1) original marked “MASTER”

10.4.2 Format and Content

10.4.2.1 Tab I – Title Page

The title page must include the following:

<b>Part II – Confidential Financial Information</b>	
RFQ Title:	Fire Fuels Reduction & Vegetation Management
RFQ:	3282

Vendor Name:	Dale E Nichols
Address:	41907 Bobbit Bench Rd, Peck, ID 83545
Opening Date:	February 7, 2017
Opening Time:	2:00 PM

10.4.2.2 Tab II – Financial Information and Documentation

Vendors must place the information required per *Section 5.1.11* in this tab.

**10.5 CONFIDENTIALITY OF SOQS**

10.5.1 As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.

10.5.2 Vendors are required to submit written documentation in accordance with *Attachment A, Confidentiality and Certification of Indemnification* demonstrating the material within the RFQ response marked “confidential” conforms to NRS §333.333, which states “Only specific parts of the RFQ response may be labeled a “trade secret” as defined in NRS §600A.030(5)”. Not conforming to these requirements will cause your RFQ response to be deemed non-compliant and will not be accepted by the State of Nevada.

10.5.3 Vendors acknowledge that material not marked as “confidential” will become public record upon contract award.

10.5.4 The required CDs must contain the following:

10.5.4.1 One (1) “**Master**” CD with an exact duplicate of the technical.

A. The electronic files must follow the format and content section for the technical.

10.5.4.2 One (1) “**Public Records CD**” with the technical.

A. This CD **must not** contain any confidential or proprietary information.

B. All electronic files **must** be saved in “PDF” format.

C. The CD must be packaged in a case and clearly labeled as follows:

<b>Public Records CD</b>	
RFQ:	3282
Vendor Name:	Dale E. Nichols
Contents:	Part IA – Technical SOQ for Public Records Request

- 10.5.5 The Public Records submitted on the CD will be posted to the Purchasing Website upon the Notice of Award.
- 10.5.6 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.
- 10.5.7 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.

**10.6 RFQ RESPONSE PACKAGING**

- 10.6.1 If the separately sealed technical and 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:
- 10.6.2 Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate these labels for ease and accuracy of RFQ response packaging.

<b>Nancy Feser</b> <b>State of Nevada, Purchasing Division</b> <b>515 E. Musser Street, Suite 300</b> <b>Carson City, NV 89701</b>	
<b>RFQ:</b>	3282
<b>OPENING DATE:</b>	February 7, 2017
<b>OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	Fire Fuels Reduction & Vegetation Management
<b>VENDOR’S NAME:</b>	<b>Dale E. Nichols</b>

- 10.6.3 RFQ responses must be received at the address referenced below no later than the date and time specified in Section 9, RFQ Timeline. RFQ responses that do not arrive by the scheduled opening date and time will not be accepted. Vendors may submit their RFQ response any time prior to the above stated deadline.
- 10.6.4 The State will not be held responsible for RFQ response envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone responses will NOT be considered; however, at the State’s discretion, the RFQ response may be submitted all or in part on electronic media, as requested within the RFQ document. RFQ responses may be modified by facsimile, e-mail or written notice provided such notice is received prior to the scheduled opening date and time.
- 10.6.5 The technical SOQ shall be submitted to the State in a sealed package and be clearly marked as follows:

<b>Nancy Feser State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701</b>	
<b>RFQ:</b>	3282
<b>RFQ COMPONENT:</b>	Part I A – Technical SOQ
<b>OPENING DATE:</b>	February 7, 2017
<b>OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	Fire Fuels Reduction & Vegetation Management
<b>VENDOR'S NAME:</b>	<b>Dale E. Nichols</b>

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

<b>Nancy Feser State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701</b>	
<b>RFQ:</b>	3282
<b>RFQ COMPONENT:</b>	Part I B – Confidential Technical SOQ
<b>OPENING DATE:</b>	February 7, 2017
<b>OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	Fire Fuels Reduction & Vegetation Management
<b>VENDOR'S NAME:</b>	<b>Dale E. Nichols</b>

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

<b>Nancy Feser State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701</b>	
<b>RFQ:</b>	3282
<b>RFQ COMPONENT:</b>	Part II – Confidential Financial Information
<b>OPENING DATE:</b>	February 7, 2017
<b>OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	Fire Fuels Reduction & Vegetation Management
<b>VENDOR'S NAME:</b>	<b>Dale E. Nichols</b>

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

<b>Nancy Feser State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701</b>	
<b>RFQ:</b>	3282
<b>RFQ COMPONENT:</b>	CDs

<b>OPENING DATE:</b>	February 7, 2017
<b>OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	Fire Fuels Reduction & Vegetation Management
<b>VENDOR'S NAME:</b>	Dale E. Nichols

## 11. RFQ RESPONSE EVALUATION AND AWARD PROCESS

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

**11.1** General Minimum Qualifications shall be evaluated on a pass/fail basis. Only vendors who meet the General Minimum Qualifications will have their Technical SOQs considered.

**11.2** Technical SOQs shall be consistently evaluated and scored in accordance with NRS §333.335 based upon the following criteria listed below:

11.2.1 Demonstrated competence

11.2.2 Experience in performance of comparable engagements

11.2.3 Conformance with the terms of this RFQ

11.2.4 Expertise and availability of key personnel

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

RFQ responses shall be kept confidential until a contract is awarded.

**11.3** The State may also contact the references provided in response to *Section 4.3, Business 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 an RFQ response; and seek and review any other information deemed pertinent to the evaluation process.

**11.4** Each vendor must include in its RFQ response 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 RFQ response. The State reserves the right to reject any RFQ response 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.

**11.5** Clarification discussions may, at the State's sole option, be conducted with vendors who submit RFQ responses 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 RFQ responses. 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 RFQ



responses submitted by competing vendors. Any modifications made to the original RFQ response during the best and final negotiations will be included as part of the contract.

- 11.6** 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 RFQ.
- 11.7** Any contract resulting from this RFQ shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

## **12. TERMS AND CONDITIONS**

### **12.1 PROCUREMENT AND SOQ TERMS AND CONDITIONS**

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

- 12.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 12.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFQ, or to withdraw this RFQ, 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.
- 12.1.3 The State reserves the right to waive informalities and minor irregularities in RFQ responses received.
- 12.1.4 For ease of responding to the RFQ, vendors are encouraged to download the RFQ from the Purchasing Division's website at <http://purchasing.state.nv.us>.
- 12.1.5 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.
- 12.1.6 RFQ responses 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 an RFQ response non-responsive.

- 12.1.7 The State reserves the right to reject any or all RFQ responses received prior to contract award (NRS 333.350).
- 12.1.8 Any irregularities or lack of clarity in the RFQ should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 12.1.9 Descriptions on how any and all services and/or equipment will be used to meet the requirements of this RFQ shall be given, in detail, along with any additional informational documents that are appropriately marked.
- 12.1.10 Alterations, modifications or variations to an RFQ response may not be considered unless authorized by the RFQ or by addendum or amendment.
- 12.1.11 RFQ responses 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.
- 12.1.12 RFQ responses 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.
- 12.1.13 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).
- 12.1.14 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the RFQ response or any other such expenses incurred by the vendor in responding to the RFQ, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 12.1.15 RFQ responses submitted per the submission requirements become the property of the State, selection or rejection does not affect this right; RFQ responses will be returned only at the State's option and at the vendor's request and expense. The masters of the technical SOQ, confidential technical SOQ and confidential financial information of each response shall be retained for official files.
- 12.1.16 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 12.1.17 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and Chapter 333 of the Nevada Administrative Code.

## **12.2 CONTRACT TERMS AND CONDITIONS**

*The information in this section does not need to be returned with the vendor's RFQ response. 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 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 submission deadline.

- 12.2.1 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 RFQ, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 12.2.2 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 RFQ. 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.
- 12.2.3 The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.
- 12.2.4 *Attachment B* of this RFQ shall constitute an agreement to *all* terms and conditions specified in the RFQ, 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. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.
- 12.2.5 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 RFQ together with any modifications thereto, and the awarded vendor's response, 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 RFQ response, the RFQ, and the awarded vendor's response. Specific exceptions to this general rule may be noted in the final executed contract. **"The State will not indemnify Bidder/Contractor from any liability or damages, including but not limited to attorneys' fees and costs, arising under any contract resulting from this bid/proposal.**
- 12.2.6 Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFQ and any local government may join or use any contract resulting from this RFQ 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 RFQ.

12.2.7 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.

12.2.8 Pursuant to NRS 613 in connection with the performance of work under this contract, the contractor agrees not to 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.

### 12.3 PROJECT TERMS AND CONDITIONS

*The information in this section does not need to be returned with the vendor's RFQ response.* 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 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 submission deadline.

#### 12.3.1 Award of Related Contracts

12.3.1.1 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.

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

#### 12.3.2 Products and/or Alternatives

12.3.2.1 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 included a clear description of such proposed alternatives and clearly mark any descriptive material to show the proposed alternative.

12.3.2.2 An acceptable alternative is one the State considers satisfactory in meeting the requirements of this RFQ.

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

12.3.3 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.

12.3.4 Inspection/Acceptance of Work

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

12.3.4.2 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.

12.3.4.3 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.

12.3.5 Travel

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

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

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

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

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

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

12.3.6 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.

#### 12.3.7 Right to Publish

- 12.3.7.1 All requests for the publication or release of any information pertaining to this RFQ and any subsequent contract must be in writing and sent to the Jeff Haag, Department of Administration, Purchasing Division or designee.
- 12.3.7.2 No announcement concerning the award of a contract as a result of this RFQ can be made without prior written approval of the Jeff Haag, Department of Administration, Purchasing Division or designee.
- 12.3.7.3 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.
- 12.3.7.4 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 Jeff Haag, Department of Administration, Purchasing Division or designee.
- 12.3.7.5 Throughout the term of the contract, the contractor must secure the written approval of the State per **Section 12.3.7.2** prior to the release of any information pertaining to work or activities covered by the contract.

### 13. 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 RFQ response received without these requisite documents may be deemed non-responsive and not considered for contract award.

<b>Part I A– Technical SOQ Submission Requirements</b>		<b>Completed</b>
Required number of the Technical SOQ 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 Certification of Compliance with Terms and Conditions of RFQ	
Tab VI	Section 3.2 – General Minimum Qualifications	
Tab VII	Section 3.3 – Technical Minimum Qualifications	
Tab VIII	Section 4 – Company Background and References	
Tab IX	Attachment G – Proposed Staff Resumes	
Tab X	Other Information Material	
<b>Part I B – Confidential Technical SOQ Submission Requirements</b>		
Required number of the Confidential Technical SOQ per submission requirements		
Tab I	Title Page	
Tabs	Appropriate tabs and information that cross reference back to the technical proposal	
<b>Part II – Confidential Financial Submission Requirements</b>		
Required number of Confidential Financial Proposals per submission requirements		
Tab I	Title Page	
Tab II	Financial Information and Documentation	
<b>CDs Required</b>		
One (1)	Master CD with the Technical SOQ, Confidential Technical SOQ	
One (1)	Public Records CD with the Technical SOQ	
<b>Reference Questionnaire Reminders</b>		
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 RFQ, 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.*

<b>Part I B – Confidential Technical Information</b>			
YES		NO	
<b>Justification for Confidential Status</b>			

<b>A Public Records CD has been included for the Technical SOQ Proposal</b>			
YES		NO	

<b>Part III – Confidential Financial Information</b>			
YES		NO	
<b>Justification for Confidential Status</b>			

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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



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

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

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

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

If the exception and/or assumption require a change in the terms in any section of the RFQ, the contract, or any incorporated documents, vendors *must* provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

**Dale E. Nichols Contracting**

Company Name

Signature

**Dale E. Nichols**

Print Name

**2/3/17**

Date

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

**EXCEPTION SUMMARY FORM**

EXCEPTION #	RFQ SECTION NUMBER	RFQ PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
1	Attachment E #2		Combined Single Limit from \$1,000,000 to \$500,000
2	Attachment E Section C		Contractor shall for each insurance policy required by insurance provisions put policies into effect before any work begins and may be cancelled after job is completed unless another job is to start expeditiously.
3	1.1.1, 3.2.1	4, 9	Contractor will put in place NV Business License before any work commences, however if NV Business License expires and no work is eminent, the business license may not be renewed until work becomes available.

**ASSUMPTION SUMMARY FORM**

ASSUMPTION #	RFQ SECTION NUMBER	RFQ PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)
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ASSUMPTION #	RFQ SECTION NUMBER	RFQ 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 RFQ 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 RFQ. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFQ, 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.

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Vendor Company Name

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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 RFQ. 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.

If exceptions and/or assumptions require a change to the Contract Form, vendors *must* provide the specific language that is being proposed on *Attachment B, Technical Certification of Compliance with Terms and Conditions of RFQ*.

**Please pay particular attention to the insurance requirements, as specified in Paragraph 16 of the embedded 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](mailto:srvpurch@admin.nv.gov) for an emailed copy.*

## ATTACHMENT E – INSURANCE SCHEDULE FOR RFQ 3282

The following Insurance Schedule is provided as a courtesy to vendors interested in responding to this RFQ. Please review the terms and conditions in the Insurance Schedule, as this is the standard insurance schedule used by the State for all services of independent contractors.

If exceptions and/or assumptions require a change to the Insurance Schedule, vendors **must** provide the specific language that is being proposed on ***Attachment B, Technical Certification of Compliance with Terms and Conditions of RFQ.***



ATTACHMENT  
E.docx

*To open the document, double click on the icon.*

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once you have doubled clicked on the icon,  
please contact Nevada State Purchasing at  
[srvpurch@admin.nv.gov](mailto:srvpurch@admin.nv.gov) for an emailed copy.*

## ATTACHMENT F – REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the RFQ 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.

<b>INSTRUCTIONS TO PROPOSING VENDOR</b>	
1.	Proposing vendor or vendor’s proposed subcontractor <b>MUST</b> complete Part A of the Reference Questionnaire.
2.	Proposing vendor <b>MUST</b> send the following Reference Questionnaire to <b>EACH</b> business reference listed for completion of Part B, Part C and Part D.
3.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:  <div style="text-align: center;">                     State of Nevada, Purchasing Division                      Subject:     <b>RFQ 3282</b>                      Attention:   <b>Purchasing Division</b>                      Email:        <a href="mailto:RFPdocs@admin.nv.gov">RFPdocs@admin.nv.gov</a>                      Fax:           775-684-0188                 </div> <p>Please reference the RFQ number in the subject line of the email or on the fax.</p>
4.	The completed Reference Questionnaire <b>MUST</b> be received <i><b>no later than 4:30 PM PT February 6, 2017</b></i>
5.	Business references are <b>NOT</b> 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 RFQ cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor’s score in the evaluation process.



Reference  
Questionnaire - 10-12

*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](mailto: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.*

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once you have doubled clicked on the icon,  
please contact Nevada State Purchasing at  
[srvpurch@admin.nv.gov](mailto:srvpurch@admin.nv.gov) for an emailed copy.*

## ATTACHMENT H – FIRE FUELS REDUCTION AND VEGETATION SERVICES



ATTACHMENT  
H.docx

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## ATTACHMENT J – 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