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**STATE OF NEVADA**

**DEPARTMENT OF ADMINISTRATION**

**Purchasing Division**

**515 East Musser Street, Suite 300 │ Carson City, NV 89701**

**Phone: 775-684-0170 │ Fax: 775-684-0188**

Solicitation: 70CNR-S2612

For

**Forestry Facilities Maintenance and Repair**

Release Date: **12/06/2023**

Deadline for Submission and Opening Date and Time: **03/12/2024 @ 2:00 pm**

Single point of contact for the solicitation:

Nancy Feser, Purchasing Officer II

Email Address, [nfeser@admin.nv.gov](mailto:nfeser@admin.nv.gov)

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

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

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# APPLICABLE REGULATIONS GOVERNING PROCUREMENT

## All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: [www.leg.state.nv.us/law1.cfm](http://www.leg.state.nv.us/law1.cfm).

## SINGLE POINT OF CONTACT. Vendors and/or their representatives shall only contact the single point of contract or use the electronic procurement system regarding this solicitation until after a notice of award (NOA) has been issued. Failure to observe this restriction may result in disqualification of a proposal per NAC 333.155(3).

## Prospective vendors are advised to review Nevada’s ethical standards requirements, including but not limited to NRS 281A, NRS 333.800, and NAC 333.155.

# PROJECT OVERVIEW

## The State of Nevada Purchasing Division is seeking proposals from qualified vendors on behalf of State Forestry to provide prime contractor services statewide. The intent of this Request for Qualifications (RFQ) is to qualify vendors in which Forestry will request bids on a 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 using agencies through a purchase order submitted or specific scope of work and accepted by the vendor once an individual project has been bid and awarded and the vendor enters into a Service Agreement with Forestry, refer to Service Agreement for Statewide Contracts and Mini Bid Process.

## Forestry intends to award one (1) or more contracts in conjunction with this Request for Qualification (RFQ), as determined in the best interests of the State. Forestry shall administer contract(s) resulting from this solicitation. It is the intention of the State to award contract(s) on a statewide basis; however, proposals may be considered by regions, refer to the Region Map. The vendor’s proposal must identify the Nevada region(s) in which services are being offered. The resulting contract(s) are expected to be for a contract term of four years, subject to the Board of Examiners’ approval.

## Forestry reserves the right to accept vendor proposals for qualification on an ongoing basis. Any future contract awards will be written based upon termination dates concurrent with contracts awarded as a result of the original RFQ.

## GOALS AND OBJECTIVES

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

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

#### General Licensed Contractor

##### General construction, i.e., drywall, doors, walls, windows, siding, roofing, painting, and flooring, etc.

##### Specialized construction areas, i.e., HVAC, plumbing, electrical, refrigeration, etc.

##### Additional specialized areas, i.e., concrete, asphalt, excavating, ground penetration, well services, sewer, etc.

#### General Restoration & Repair

##### Carpentry.

##### Overhead doors; repair and/or replacement.

##### Roofing & siding.

##### Concrete & asphalt.

##### Ground penetration and excavating.

##### Lathing, plastering and masonry.

##### Solar contracting.

##### Drilling wells, installing and/or repairing/replacing pumps, pressure tanks, and storage tanks.

#### HVAC Services

##### Heating and air conditioning components.

##### Heating and cooling vents and conduits; repair and/or replacement.

##### Heating and cooling controls and wiring.

##### Insulation of pipes, ducts, and vents.

##### Installing heaters.

#### Plumbing & Sewer Services

##### Plumbing & sewer components and drains.

##### Water heaters.

##### Filtration and purification systems.

##### Installing equipment to treat water.

##### Insulation of pipes and ducts.

##### Pipes and vents for gas.

##### Boilers.

#### Electrical & Lighting Services

##### Electrical wiring.

##### Integrated ceilings.

##### Low voltage.

##### Lines to transmit electricity.

##### Residential wiring.

##### Photovoltaics.

#### Interior Decorating & Remodeling

##### Painting and decorating.

##### Flooring and baseboards; repair and/or replacement.

##### Drywall; repair and/or replacement.

##### Carpentry & cabinetry; repair and/or replacement.

##### Tile; repair and/or replacement.

##### Doors; repair and/or replacement.

#### Exterior Decorating & Remodeling

##### Fencing and equipping playgrounds.

##### Landscape contracting.

##### Metal doors & windows.

##### Prefabricated steel structures.

##### Awnings & louvres.

##### Exterior painting and trim.

##### Erecting scaffolding and bleachers.

##### Erection of temporary or semi-permanent exterior buildings, i.e., greenhouses, storage buildings, garages, pump houses, etc.

#### Key & Lock Services

##### Key duplication.

##### Repairing/replacing broken locks.

##### Rekeying or replacing locks including master keys.

##### Rekeying locked furniture, i.e., desks, filing cabinets, etc.

##### Installation or repair of digital security locks.

# SCOPE OF WORK

## This is to provide services all-inclusive to the maintenance and upkeep of the Division of Forestry owned facilities throughout the State of Nevada. Interested vendors will be able to select from multiple geographical locations to provide services within their preferred service area. If awarded a contract, the vendor is not guaranteed to receive orders or monies unless services are rendered at the request of the State Agency. If selected to perform services for the Division of Forestry, a service agreement detailing the project will be negotiated between the vendor and the requesting agency.

## For vendors to qualify for this RFQ, proposing vendors must possess a valid contracting license issued by the Nevada Board of Contractors and be in “good standing” before submitting their request for qualification under this RFQ. The interested vendor must provide evidence of the required employee knowledge and skills through experience (attach resume), as well as a detailed description of services previously provided.

## This SOW provides emergency and non-emergency services, repairs, or additions to facilities throughout the service area per Region Map.

## The proposed vendor must be a General Licensed Contractor: definition: a contractor whose principal contracting business is in connection with the construction or remodeling of buildings or structures for the support, shelter and enclosure of persons, animals, chattels, or movable property of any kind, requiring in their construction the use of more than two unrelated building trades or crafts, upon which he or she is a prime contractor and where the construction or remodeling of a building is the primary purpose. Unless he or she holds the appropriate specialty license, a general building contractor may only contract to perform specialty contracting if he or she is a “prime contractor” on a project (NRS 624-215 Section 3). The license must be issued by the Nevada State Contractors Board (NSCB) with at least one of the following classifications:

### “A” – General Engineering; or

### “B” – General Building; or

### “AB” – General Building and General Engineering

## The awarded contractor(s) is authorized to utilize subcontractors in the execution of the negotiated project. The subcontractors must meet the same licensing requirements as above or possess one or multiple separate primary “C” license classifications for contractors whose construction work requires special skill and whose principal contracting business involves the use of specialized building trades or crafts. A Contractor may obtain a license in any of the specialty classifications they are qualified for. A separate license is required for each primary classification. Multiple sub-classifications within the same primary classification can be combined under one license (NAC 624).

## Work is to be performed in a professional manner, with due diligence paid to protecting private property and ensuring a safe working environment for crew members. Equipment and crew must be fully compliant with State and local employer safety and fire prevention codes and ordinances. On-site crew supervision is required to ensure crew safety, as well as an industry accepted level of production. Routine inspections will be conducted to determine quality of work, production levels, and compliance with site protection requirements.

# ATTACHMENTS

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

## Evaluation Criteria

### Region Map

### Service Agreement

### Terms and Conditions for Services

### Terms and Conditions for Goods

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

### Contract Form

### Insurance Schedule

* 1. PROPOSAL ATTACHMENTS. To be completed and returned.

### Cost Schedule - the purchase amount will be controlled by the Division of Forestry based on the project. No Cost Schedule Attachment

### Business Hours and Travel Information

### Proposed Staff Resume

### Reference Questionnaire

### Attachments for Signature

#### Vendor Information Response

#### Vendor Certifications

#### Certification Regarding Lobbying

#### Confidentiality and Certification of Indemnification

# TIMELINE

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

## 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.

#### Deadline for Questions No later than 5:00 pm on 12/06/2023

#### Answers Posted On or about 12/20/2023

#### Deadline for References No later than 5:00 pm on 03/11/2024

#### Deadline Proposal Submission and Opening No later than 2:00 pm on 03/12/2024

#### Evaluation Period (estimated) 03/13/2024 – 03/20/2024

#### Notice of Intent (estimated) On or about 03/21/2024

#### Notice of Award (estimated) On or about 04/09/2024

#### BOE Approval (estimated) 04/09/2024

#### Contract start date (estimated) 05/01/2024

# EVALUATION

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

### Proposals shall be kept confidential until a contract is awarded.

### In the event the solicitation is withdrawn prior to award, proposals remain confidential.

### The evaluation committee is an independent committee established to evaluate and score proposals submitted in response to the solicitation.

### Financial stability shall be scored on a pass/fail basis.

### Proposals shall be consistently evaluated and scored based upon the following factors and relative weights.

#### Experience in performance of comparable engagements Pass/Fail

#### Expertise and availability of key personnel Pass/Fail

#### Demonstrated Competence Pass/Fail

#### Conformance with the terms of this RFQ Pass/Fail

### Cost: Cost will be provided by the vendor on an as needed basis, based on the scope of work.

## NEVADA-BASED BUSINESS PREFERENCE

### The State awards a five percent (5%) preference to Nevada-based businesses pursuant to NRS 333.3351 to 333.3356, inclusive.

### Nevada-based business is defined in NRS 333.3352(1).

### The term ‘principal place of business’ has the meaning outlined by the United States Supreme Court in Hertz Corp v. Friend, 559 U.S. 77 (2010), typically meaning a business’s corporate headquarters.

### To claim this preference a vendor must indicate it on their vendor account and submit Quote in NevadaEPro.

### This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

## INVERSE PREFERENCE

### The State applies an inverse preference to vendors that have a principal place of business in a state other than Nevada and that state applies an in-state preference not afforded to Nevada based vendors, pursuant to AB28 passed in the 81st session of the Nevada Legislature.

### The amount of the inverse preference is correlated to the amount of preference applied in the other state.

### Vendors who meet this criterion must indicate it on their submitted Quote in NevadaEPro.

### This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

# MANDATORY MINIMUM REQUIREMENTS

## Pursuant to NRS 333.311 a contract cannot be awarded to a proposal that does not comply with the requirements listed in this section. The proposal shall include confirmation of compliance with all mandatory minimum requirements.

## NEVADA LAW AND STATE INDEMNITY. Pursuant to NRS 333.339, any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.

## NO BOYCOTT OF ISRAEL. Pursuant to NRS 333.338, the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).

## INDEMNIFICATION. Required contract terms on Indemnification: "To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State’s right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys’ fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor’s obligation to indemnify the State shall apply in all cases except for claims arising solely from the State’s own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor’s duty to defend begins when the State requests defense of anyclaim arising from this Contract."

## LIMITED LIABILITY. Required contract terms on Limited Liability: "The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. The contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor’s tort liability shall not be limited."

## CONTRACT RESPONSIBILITY. Awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this solicitation, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.

## DATA ENCRYPTION. State IT requires that data be encrypted in transit and in rest.

## STATESIDE DATA. State IT requires that State data assets must be maintained in the United States and data will not be held offshore.

## NEVADA BUSINESS LICENSE. Pursuant to NRS 353.007, prior to contract execution awarded vendor must hold a state business license pursuant to NRS chapter 76 unless exempted by NRS 76.100(7)(b).

## DISCLOSURE. Each vendor shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable.

# CRITICAL ITEMS

## In addition to the *Scope of Work* and *Attachments*, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring the proposal. Vendor proposals should address items in this section in enough detail to provide evaluators with an accurate understanding of vendor capabilities. Proposals that fail to sufficiently respond to these items may be considered non-responsive.

## CONTRACT FORM*.* The State strongly prefers vendors agree to the terms of the attached *Contract Form* as is. The ability to agree to contract terms is a high priority to the State. Vendors who cannot agree to the contract as is must include a redlined Word version of the attached *Contract Form* with their proposal response. To the extent a vendor has prior contractual dealings with the State, no assumption should be made that terms outside those provided herein have any influence on this project.

## INSURANCE SCHEDULE

### The State strongly prefers vendors agree to the terms of the attached *Insurance Schedule* as is. Vendors who cannot agree must explain which areas are causing non-compliance and attach a red line if necessary.

### The awarded vendor shall maintain, for the duration of the contract, insurance coverage as set forth in the fully executed contract.

### Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage.

### Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.

## VENDOR BACKGROUND

### Company background/history and why vendor is qualified to provide the services described in this solicitation.

### Provide a brief description of the length of time vendor has been providing services described in this solicitation to the public and/or private sector.

## VENDOR STAFF RESUMES

### A resume shall be included for each proposed key personnel, see *Proposed Staff Resume.*

### A resume shall also be included for any proposed key subcontractor personnel.

## SUBCONTRACTORS

### Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this solicitation. This does not include third parties who provide support or incidental services to the contractor.

### The proposal should include a completed *Vendor Information Response* form for each subcontractor.

### Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

### Vendor proposal shall identify specific requirements of the project for which each subcontractor shall perform services.

#### How the work of any subcontractor(s) shall be supervised

#### How channels of communication shall be maintained

#### How compliance with contracts terms and conditions will be assured

#### Previous experience with subcontractor(s)

## BUSINESS REFERENCES

### The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.

### Vendors shall provide a minimum of three (3) business references from similar projects performed for private and/or public sector clients within the last five (5) years, see *Reference Questionnaire*.

### The purpose of these references is to document relevant experience and aid in the evaluation process.

### Business references should return *Reference Questionnaire* directly to Single Point of Contact via email.

### Business references will not be accepted directly from proposing vendor.

### Business references shall not be requested from the soliciting agency.

### The State will not disclose submitted references but will confirm if a reference has been received.

### The State reserves the right to contact references during evaluation.

# SUBMISSION CHECKLIST

## This section identifies documents that shall be submitted to be considered responsive. Vendors are encouraged to review all requirements to ensure all requested information is included in their response.

### Proposals must be submitted as a Quote through NevadaEPro, [https://NevadaEPro.com](https://nevadaepro.com/).

### Vendors are encouraged to submit a single file attachment per proposal section if possible.

### Technical proposal information and Cost proposal information shall not be included in the same attachment.

### Additional attachments may be included but are discouraged and should be kept to a minimum.

## TECHNICAL PROPOSAL

### Title Page

### Table of Contents

### Response to Mandatory Minimum Requirements

### Response to Critical Items

### Response to Scope of Work

### Proposed Staff Resumes

### Other Informational Material

## PROPRIETARY INFORMATION. If necessary. The attachment should be flagged confidential in NevadaEPro.

### Title Page

### Table of Contents

### Trade Secret information, cross referenced to the technical proposal

## COST PROPOSAL - the purchase amount will be controlled by the Division of Forestry based on the project.

## VENDOR FINANCIAL INFORMATION. The attachment should be flagged confidential in NevadaEPro.

## SIGNED ATTACHMENTS

### Vendor Information Response

### Vendor Certifications

### Confidentiality and Certification of Indemnification

### Certification Regarding Lobbying

## OTHER ATTACHMENTS. If necessary, not recommended.

## REFERENCE QUESTIONNAIRES. Not submitted directly by vendor.