

**STATE OF NEVADA**

**DEPARTMENT OF ADMINISTRATION**

**Purchasing Division**

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

**Phone: 775-684-0170**

Solicitation:**99SWC-S2381**

For

**Fire Fuels and Vegetation Management Services Statewide**

***Ground Only***

Release Date: **02/13/2024**

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

Single point of contact for the solicitation:

NANCY FESER, PURCHASING OFFICER II

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

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

Ask the relay agent to dial, 1-775-515-5173/V.)

TABLE OF CONTENTS

[1. APPLICABLE REGULATIONS GOVERNING PROCUREMENT 2](#_Toc156979859)

[2. PROJECT OVERVIEW 2](#_Toc156979860)

[3. REQUEST FOR QUALIFICATIONS 3](#_Toc156979861)

[4. ATTACHMENTS 5](#_Toc156979862)

[5. TIMELINE 5](#_Toc156979863)

[6. EVALUATION 5](#_Toc156979864)

[7. MANDATORY MINIMUM REQUIREMENTS 6](#_Toc156979865)

[8. CRITICAL ITEMS 7](#_Toc156979866)

[9. SUBMISSION CHECKLIST 8](#_Toc156979867)

# 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 to provide Fire Fuel Reduction and Vegetation Services statewide. The intent of this RFQ is to qualify vendors in which agencies will request bids on an as needed basis from the list of qualified vendors. The RFQ does not hold awarded vendors to any prices, nor does it obligate the State to purchase goods or services from all awarded vendors. The purchase amount will be controlled by the individual using agencies through a purchase order submitted or specific scope of work and accepted by the vendor once an individual project has been bid and awarded and the vendor enters into a Services Agreement with the using Agency, refer to Service Agreement for Statewide Contracts and Mini Bid Process.

## The State may award one (1) or more contracts in conjunction with this RFQ, as determined in the best interests of the State. It is the intention of the State to award contract(s) on a statewide basis; however, proposals may be considered regionally (Northern, Southern, Rural). The vendor’s proposal must identify the geographic region(s) in which services are being offered.

## This contract(s) will be mandatory for State agencies located in geographic regions serviced by the contract. The University and Community College System, the Court System, the Legislative Counsel Bureau, and Political Subdivisions (i.e., cities, counties, school districts, etc.) may use the contract(s) resulting from this RFQ; however, they are not required to do so.

## The State Purchasing Division will administer contract(s) resulting from this RFQ. The resulting contract(s), anticipated to begin May 14, 2024, subject to Board of Examiners approval, with an option to renew for two (2) additional years, if agreed upon by both parties and in the best interests of the State.

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

## 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:

##### Forest Management Hand Crews

##### Large Tree Removal

##### Forestry Equipment

##### Pesticide Application

##### Seed Drills/Application

##### Hauling Services

##### Ground Seeders/Spreaders

##### Shrub and Tree Planting

##### Controlled Fire

##### Road Construction/Maintenance/Rehabilitation

##### Project Planning and Management

##### Risk Assessments and Projection Planning

##### Targeted Grazing

##### Application

##### Survey, Monitoring, Permitting, and Mitigation for Natural and Cultural Resources

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

# REQUEST FOR QUALIFICATIONS

## RFQ PROCESS

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

### First Stage

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

### Second Stage

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

## GENERAL MINIMUM QUALIFICATIONS

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

### 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

### 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.

## TECHNICAL MINIMUM QUALIFICATIONS

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

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

### 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

### 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.

## BIDDING PROCESS

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

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

### Pre-Work Conference:

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

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

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

# ATTACHMENTS

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

### Terms and Conditions for Services

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

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

### Contract Form

### Insurance Schedule

## PROPOSAL ATTACHMENTS. To be completed and returned.

### Scopes of Work – Vendor proposal on.

### 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 02/20/2024

#### Answers Posted On or about 02/27/2024

#### Deadline for References No later than 5:00 pm on 03/12/2024

#### Deadline Proposal Submission and Opening No later than 2:00 pm on 03/13/2024

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

#### Notice of Intent (estimated) On or about 03/20/2024

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

#### BOE Approval (estimated) 05/14/2024

#### Contract start date (estimated) 05/14/2024

# 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 on an as needed basis, based on the scope of work.**

## 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 any claim 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.

## 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)

## VENDOR FINANCIAL INFORMATION

### 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.

### This information should be submitted as a separate attachment, flagged as confidential in NevadaEPro.

### Proposing vendor shall provide the following financial information and documentation:

#### Dun and Bradstreet Number

#### Federal Tax Identification Number

## 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 reference to the technical proposal.

## 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.