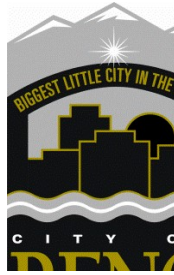


Cover Sheet for Request for Proposal
RFP #2025-06 Community Wildfire Protection Plan
Consultant

If you are submitting a Response to a Request for Proposal, please utilize our [online portal](#).

CITY OF RENO
Procurement Division
P.O. Box 1900
Reno, NV 89505
(775) 326-6658
(775) 334-2409 fax
woodm@reno.gov

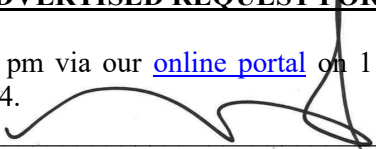


Date: 10/25/2024

Request for Proposal No.
2025-06
THIS IS NOT AN ORDER

INVITATION AND ADVERTISED REQUEST FOR PROPOSAL

Sealed RFPs will be received until 3:00 pm via our [online portal](#) on 11/14/2024. Said RFPs shall be opened no earlier than 3:05 pm 11/14/2024.



Marcie Wood, Management Analyst - Procurement

The City of Reno is currently accepting sealed proposals for a Community Wildfire Protection Plan Consultant. It is the express intent of this RFP solicitation to award to the lowest responsive, responsible Proposer(s) to provide services/ equipment to the City of Reno. If the Proposer proposes to provide services/equipment other than specified so as to make it conform to performance standards, a complete and detailed description must be included as part of the RFP showing each proposed modification. All deviations from the specified scope of services must be completely described. Attach more sheets and label appropriately if needed. The City of Reno shall determine if any information submitted shall be deemed necessary to the successful completion of the project within “NO SUBSTITUTIONS” category.

This proposal is exempted from the request for proposal process pursuant to Nevada Revised Statute §332.115(1)(b), nonetheless this solicitation is made pursuant to the procedures outlined under Nevada Revised Statute §332. Any appeal and or protest shall be in conformance with §332.068 and the protest requirements stated in this RFP.

Questions regarding the Request for Proposal shall be submitted via the [online portal](#) under the Questions Tab.

Per the attached Terms, Conditions, and Requirements

Firm Name _____

Address _____

City _____

State _____ Zip _____

Telephone _____

Fax _____

E-Mail _____

In compliance with this Request for Proposal and subject to all Terms and Conditions thereof, the undersigned offers and agrees, if Proposal is accepted, to furnish any or all of the items or services listed herein at the fees and terms stated. I also acknowledge receipt of 38 pages of this Request for Proposal.

Signature _____

Print Name _____

Print Title _____

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REQUEST FOR PROPOSAL PROCESS AND RULES

1. Request for Proposal Schedule

Schedule of Events	Date
RFP Released	10/25/2024
Last Day to Submit Questions	11/01/2024 3:00 pm
All Addendums to be Posted to reno.gov by	11/07/2024 5:00 pm
Sealed Proposals Due to City of Reno	11/14/2024 3:00 pm
Proposed Award Date by City Council	12/11/2024
Implementation	TBD

The City of Reno reserves the right to modify this schedule at the City's discretion. Notification of changes in the Request for Proposal, due date, and deadline for questions will be posted on the City website at reno.gov and our [online portal](#) or as otherwise stated herein. Changes in any other anticipated dates will not be released unless deemed necessary at the sole discretion of the City.

Description of Scheduled Events

Deadline For Questions – The deadline for any questions concerning the Request for Proposal is 11/1/2024 at 3:00 pm local time. Any questions submitted after the deadline will not be responded to.

All Addendums to be Posted by – All addendums to the Request for Proposal shall be posted to the City's website at reno.gov and our [online portal](#) no later than 5:00 pm local time on 11/07/2024. All proposals submitted for this Request for Proposal **must** have all addendums attached and acknowledged. Any proposal that does not include the addendums will be rejected.

Proposal Due to City – The due date for the Request for Proposal response is 11/14/2024 at 3:00 pm local time. All proposals received after the date and time set for receipt shall be disqualified from consideration and thus deemed rejected.

2. Questions/ Clarifications

Questions regarding the Request for Proposal shall be submitted via the [online portal](#) under the Questions Tab. Questions should be submitted in accordance with the Request for Proposal Schedule. If any questions or responses require revision to this solicitation as originally published, such revisions will be by formal addendum only. If the solicitation includes a contact person for technical information, any oral or written representations made by this, or any person shall not be relied upon unless subsequently ratified by a

written addendum to this solicitation issued by the City. To determine whether any representations made require an addendum be issued, please contact Marcie Wood, Management Analyst - Procurement, at (775) 326-6658.

It is the City's intent to allow submitters sufficient time to submit questions and seek clarification on the RFP.

All responses to inquiries will be electronic and will be provided to all prospective submitters who have downloaded the RFP from our [online portal](#) based on the Proposal Schedule to ensure that the answers can be sent and received by the prospective submitters for their consideration prior to the date submissions are due.

3. Addendums

All addendums to this Request for Proposal shall be issued by the City of Reno in writing. Material changes affecting the material or the Proposer's cost estimate shall have no standing with the City of Reno if not sanctioned by written addendum.

4. Exceptions

A Proposer who believes RFP specifications are unnecessarily restrictive or limit competition may submit such on the Exceptions page of this RFP documents. All Exceptions will be considered in the RFP evaluation.

The City of Reno will promptly respond in writing to each written objection and where appropriate, issue all revisions, substitutions, or clarifications via addenda. Objections of technical or contractual requirements shall include the reason for the objections, supported by documented factual information and any proposed changes to the requirements.

5. Request for Proposal Receipt

The RFP proposal must be received via our [online portal](#) no later than 3:00 pm, 11/14/2024.

Late RFPs shall be disqualified from consideration.

6. Preparation of RFP

Proposer shall examine all specifications, specific instructions, and terms and conditions of the Request for Proposal. Failure to do so will be at Proposer's risk.

Any addenda issued shall forthwith become an integral part of the RFP. Proposer shall be required to acknowledge receipt of the same by signing and returning the addenda with the original RFP document.

In the space provided, a duly authorized representative of the RFP firm shall sign the RFP document.

Proposer shall proofread RFP carefully for errors.

Prices quoted shall be F.O.B. destination within the Reno/Sparks general area and shall be inclusive of all costs and exclusive of Federal and State taxes.

In the event of a difference between a unit price and the extended price, the unit price shall govern.

Technical specifications contained herein shall be considered “optimum”. However, a Proposer deviating from the specifications must specify in the exception section any and all exceptions. Failure to note exceptions shall be interpreted to convey that the Proposer shall propose to perform in the manner described and/or specified in this RFP solicitation. Alternate RFP proposals shall be considered provided said alternate (s) are fully described and accompanied by brochures, literature specifications or a combination thereof. The City’s decision with respect to equivalents shall be final.

7. Submission of Request for Proposal

Proposer shall sign and return the ENTIRE RFP DOCUMENT.

This RFP proposal must be received via our [online portal](#) no later than 3:00 pm, 11/14/2024.

Prices offered shall **only** be considered if they are provided in the appropriate space(s) on the RFP schedule. For consideration, any additions or deductions to the RFP prices offered must be shown under the exception section of the RFP. Extraneous numbers, prices, comments, etc. appearing elsewhere on their RFP shall be deemed to have no effect on the prices offered in the designated locations.

The City of Reno shall provide a copy of the RFP results to those Proposers requesting such.

8. Late RFP

A RFP received after the receiving time specified shall be rejected.

9. Withdrawal of RFP

A RFP may be withdrawn by written notice, provided such a notice is received prior to the date and time set for the RFP opening.

A request for withdrawal of RFP received after the scheduled RFP opening will not be considered.

10. Specifications

Please see the Scope and Requirements Sheet, Attachment A.

11. Exceptions

Utilizing space provided on the RFP Schedule, Proposers shall note any and all exceptions and/or terms and conditions contained herein. Submittal of a specification sheet alone shall not be considered sufficient notification of exceptions.

Failure to note exceptions on the RFP Schedule shall be interpreted that the Proposer will perform in the manner described in this Request for Proposal.

The City of Reno reserves the right to accept or reject any and all exceptions offered, based solely on the value of said exceptions to the City of Reno.

12. References

In the space provided in this RFP, Proposers shall provide verifiable references for a Community Wildfire Protection Plan Consultant, RFP #2025-06 as specified in this Request for Proposal.

For the references listed, please give the following information:

Name of entity

Name, phone number and contact person within the above listed organization

Type of product/service provided

Failure to provide references may result in rejection of the Proposer's response

13. Guarantee/Warranty

The successful Proposer shall agree to replace and or redo, at no cost to the City of Reno, any products or services purchased as a result of award of this Request for Proposal, if that product/service is deemed unacceptable for any reason resulting from deviations from the specifications contained herein, or as a result of improper procedures, and/or improper handling by the successful Proposer.

In the space provided on the RFP Schedule, Proposer shall provide the nature and limitations of the guarantee/warranty that shall apply to Community Wildfire Protection Plan Consultant, RFP #2025-06.

14. Tax Exemption

The City of Reno is a tax exempt public entity and is not generally subject to federal excise, state, or local taxes. The City is specifically limited in its payment of sales tax per NRS §372.325. No additional taxes may be added or "passed through" as a result of any agreement.

15. Pricing

Proposers shall provide prices for Community Wildfire Protection Plan Consultant, RFP #2025-06.

Pricing shall be inclusive of ALL COSTS such as per diem, travel time, hotel costs and

all other expenses relating to the service provided.

Prices shall be exclusive of all Federal and State of Nevada sales, use and/or excise taxes.

16. Discount and Payment Terms

Prompt payment discounts and payment terms shall not be considered in recommending the RFP award if less than twenty (20) days.

The City of Reno normal payment terms are “Net 30 days”. If the Proposer wishes to take exception with the terms as stated, an exception must be stated in the Exception Section of the Request for Proposal.

The beginning of the discount and/or payable period will be computed from the date of satisfactory completion of services, and/or the date of receipt of a correct invoice by the City of Reno accounts payable department, whichever is later. Payment is deemed made as of the date on the City of Reno warrant.

17. Billing

The successful Proposer shall invoice the City of Reno and reflect the purchase order number, be itemized and show the name of the authorized individual who placed the order. Original or copy with authorized signature is required.

All original billings should be addressed to:

City of Reno
P.O. Box 1900
Reno, NV 89505
Attention: Accounts Payable

A copy of the billing should also be sent to the ordering department.

18. RFP Evaluation

RFPs shall be evaluated with considerations being price, responses to questions posed within the RFP document related to process, references and on the basis of conformance to specifications, terms and conditions of the Request for Proposal as stated herein. Additionally, further detail relating to the selection of a vendor may be in Attachment A.

19. Cancellation

The City of Reno reserves the right to cancel a resultant Agreement upon thirty (30) days written notice.

Cancellation may occur in the event the type, quality and/or work is unsatisfactory to the City of Reno.

In the event successful Proposer does not perform in an acceptable and/or satisfactory manner or is in default for whatever reason, the City of Reno reserves the right to cancel

the resultant agreement and to assess cover charges for any difference between the original RFP price and the cost to procure said product/service from an alternate source.

In the event that successful Proposer shall default or is terminated for default, they shall not be considered a responsible Proposer for Community Wildfire Protection Plan Consultant, RFP #2025-06 shall be recommended to the Reno City Council, for debarment from doing business with the City of Reno for at least one (1) year after the termination of the term of the defaulted agreement.

20. Termination

The resultant contract may also be terminated upon thirty (30) days written notice by the City of Reno without cause.

21. Assignment

No Assignment of any agreement resulting from this award of this RFP shall be allowed, including the right to receive payment, without the express written permission of the City of Reno.

This Section Left Intentionally Blank

REFERENCES

In the space provided below, Proposers shall provide the name, address, telephone number and contact person of the customers for whom they have performed for as described in this Request for Proposal. References cannot be a current or former City of Reno employee or a division of the City of Reno.

Name, Address, Phone #, Contact Person

1.

2.

City of Reno Business License Number and Expiration date _____

Reno Municipal Code, Section 4.04.020 requires that any business operating within the City of Reno is required to possess a valid City of Reno business license. Be advised that upon award of a contract/agreement to perform services for the City of Reno, a current business license must be in your possession before commencing business.

Minority Status: Has this firm been certified as a minority, women-owned or disadvantaged business enterprise by any governmental agency? ____Yes ____No if yes, please specify government agency: _____

Date of certification: _____

The above is for information only. The City of Reno encourages minority business participation; however, no preference shall be given.

Notice to disabled persons: The City of Reno will make reasonable accommodations for disabled persons who wish to submit RFPs or attend a RFP opening by contacting Marcie Wood prior to the RFP opening date.

Debarment and/or Suspension: As required by Executive Order 125.49, Debarment & Suspension, and implemented at 34CFR Part 85, the Proposer certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any Federal Department or Agency.

NONDISCRIMINATION. In connection with the performance of work under this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, religion, color, veteran status, sex, sexual orientation (means having or being perceived as having an orientation for heterosexuality, homosexuality, or bi-sexuality), gender identity or gender expression (means a gender-related identity, appearance, expression, or behavior of a person regardless of the person's assigned sex at birth), physical condition, disability, national origin, or any other protected class status applicable under federal, state or local law, rule or regulation. Race includes traits associated with race, including, without limitation, hair texture and protective hairstyles.

Pursuant to NRS §332.065, this RFP requires that a written certification be included certifying that the proposing company is not currently engaged in and agrees for the duration of any contract entered into with the City of Reno to not engage in, a boycott of Israel. Accordingly, the [proposing/bidding] company hereby certifies they are not currently engaged in and agree not to engage in for the duration of this contract entered into with the City of Reno, a boycott of Israel. _____ Yes _____ No

Printed Name & Position

Signature

GENERAL TERMS AND CONDITIONS

1. Notice of Rights

- The City of Reno reserves the right to reject any or all proposals or any part thereof.
- The City of Reno reserves the right to waive any minor informalities or irregularities.
- The City of Reno reserves the right to require such surety as may be deemed necessary for the protection of the City of Reno, or to ensure the satisfactory performance of a contractor in accordance with the specifications and RFP documents.
- The City of Reno reserves the right to withhold award for a period of ninety (90) days from the date of RFP opening.
- The City of Reno reserves the right to award in whole or in part, by item, group of items, or by section where such action would serve the City's best interest. RFPs identified on the basis of "All or Nothing" will be excluded from this provision.
- The City of Reno is a tax exempt public entity and is not subject to federal excise, state, or local taxes. No additional taxes may be added or "passed through".
- The City of Reno may require a full demonstration of any item RFP at vendor's expense.

2. Preparation of RFPs

- RFPs must be submitted in accordance with any document attached hereto and made an integral part hereof.
- Proposers are expected to examine these documents carefully. Failure to do so will be at the Proposer's risk.
- RFPs should be proofread carefully for any errors.
- Any irregularities or lack of clarity in any of the RFP documents attached hereto should be brought to the attention of the Management Analyst - Procurement as soon as possible so that corrective addenda may be furnished to all Proposers.
- Alterations/erasures must be crossed out and the corrections thereof printed in ink or typewritten adjacent thereto. Corrections must be initialed in ink by each person signing the RFP.
- In the case of a difference between written words and figures, the amount stated in written words shall govern.
- In the case of a difference between a unit price and the extended price, the unit price shall govern.

All additions, deletions or exceptions are to be listed on the page marked as such. If there are none, print "NONE" and return the page with the submitted RFP. Failure to return or sign the exception page will be presumed as no exceptions are being taken and all terms, conditions, and specifications are being met. **Any pricing information being offered MUST either be submitted on the RFP document cost sheet (if one is provided) or specifically detailed on the "Exception Page". Pricing information offered in other areas of the RFP package WILL NOT be considered.**

Proposers shall note that alterations in the RFP language shall be cause for RFP rejection. If exceptions are taken or alternatives offered, complete descriptions must be shown separately.

All prices quoted shall be F.O.B. destination. No additional charges for freight, packaging, handling, etc., shall be allowed.

Proposers are instructed to use City RFP forms, if provided and complete the requested information fully, i.e., pricing, RFP schedules, specification descriptions, exceptions, disclosure of principals, etc. Failure to do so may be cause for RFP rejection. If additional space is needed, attach additional sheets referencing the appropriate section.

3. Award of Contract

- A. The City of Reno will award the contract on the basis of the RFP or RFPs most advantageous, in addition to price, the City may consider the following;
 - a. The ability, capacity and skill of the Proposer to perform the contract or provide the service required;
 - b. Whether the Proposer can perform the contract or provide the service promptly, and within the time specified without delay or interference;
 - c. The character, integrity, reputation judgment, experience and efficiency of the Proposer;
 - d. The quality of performance on previous contract;
 - e. The previous compliance of laws by the Proposer;
 - f. The financial responsibility of the Proposer to perform the contract or provide the service;
 - g. The limitations of any license the Proposer may be required to possess;
 - h. The quality, availability, and adaptability of the product or service;
 - i. The ability of the Proposer to provide future maintenance and service;
 - j. The number and scope conditions attached to the RFP;
 - k. The life-cycle, maintenance and performance of the equipment or product being offered; and
 - l. Or any other basis as allowed by law.
- B. A purchase order, mailed or otherwise furnished by the Procurement Division to the successful Proposer, is a binding contract without further action by either party.
- C. The Procurement Division will notify all unsuccessful Proposers of the RFP results, and will return with such notice any surety held for bonding.
- D. The resultant contract may not be assigned, transferred or delegated, along with any rights, obligations or duties without prior written consent of the City of Reno.
- E. The technical specifications contained herein shall be considered "optimum" to the standard material, and is not intended to restrict RFPs, evaluation of RFPs, and recommendation for award of the material to specific manufacturer or from a specific point of origin. Alternatives and/or exceptions to the specifications shall be given consideration in the resultant RFP evaluation

PROVIDED:

1. Each alternative and/or exception shall be entered on separate sheets stating page number, item, and/or sub-item number and a detailed description of all items offered as alternatives or exceptions.
 2. However, the City of Reno shall reserve the right and privilege to accept or reject any or all RFPs offered, based solely on the judgment of City of Reno staff as to the value of the offers to the City of Reno.
- F. The resultant agreement may be extended at the discretion of the City if determined to be in the best interest of the using agency.
- G. This project will be funded in whole or in part with federal award funds. The maximum dollar amount of \$244,054.94. Period of performance is 9/3/2024-9/2/2026.
- H. Performance standards shall be construed that Proposer shall be responsible for exercising the degree of skill and care customarily required by accepted professional practices and procedures to perform the contract subject to the City's final approval.

4. Funding Out Clause

In the event the City of Reno fails to obligate requisite funds for the ensuing fiscal year(s) for payment of amounts due against an agreement resulting from this Request for Proposal, necessitating cancellation of the Agreement, the successful Proposer(s) shall agree to hold the City of Reno free from any charge or penalty.

5. Default of Contract

- A. In case of default by the contractor (successful Proposer), the City may procure the product(s) or service from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- B. If necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper adjustment in price.
- C. Default by the Proposer in any manner including failure or refusal to furnish any product(s) or service at the price and/or the time specified in the RFP may be considered cause to commence with proceedings against any surety held with the RFP, or assess a penalty equal to five (5) percent of the total RFP price.

6. Appeal by Unsuccessful Proposer

- A. Proposer may appeal a pending RFP award prior to award by the Reno City Council as established in NRS §332.068.
- B. Proposer must submit a written appeal in accordance with the requirements set forth herein to the Management Analyst - Procurement within five business days from the

date of the letter notifying of intent to award the RFP.

- C. The appellant must post a bond with the written appeal with good and solvent surety authorized to do business in the State of Nevada in an amount equal to 25% of the value of the contract with the Procurement Division in order to have their appeal heard by the City Council. Any and all bonds are subject to the approval of the Reno City Attorney. In the event the appeal is not upheld by the City Council, a claim may be made against the bond in an amount equal to the expenses incurred and other monetary losses suffered by the City because of the unsuccessful appeal.
- D. The route of appeal is the Finance Director and City Manager, or designee, and must be followed sequentially.
- E. No RFP protests will be heard by the Reno City Council unless the Proposer has followed the appeal process route.
- F. Claims Against Protest Bonds:

The City shall not make a claim upon any bond or other security unless and until the basis of that claim is considered and approved by the City Council. The City may:

1. Claim its regular staff time and costs in processing, considering and/or defending against an award protest.
2. Claim any necessary extraordinary staff overtime incurred in processing, considering and/or defending against an award protest.
3. Claim the City Attorney's time and costs in processing, considering and/or defending against an award protest.
4. Claim any resulting fees and costs incurred to any independent contractors, consultants or contracted attorneys utilized in processing, considering and/or defending against an award protest.
5. Claim any lost expenditure savings, lost revenue and other consequential financial damages resulting from the protest's automatic stay of the award of a contract to a selected solicitation response.
6. Claim any lost gifts, lost grants or other lost government or private financial participation resulting from any delay caused by the protest's automatic stay of the award of a contract to a selected solicitation response.

G. Protest Bond Risk Inquiry—Procedure:

As soon as possible after an award protester has posted a protest bond or other security, the soliciting City department or agency shall provide a written non-binding estimate of the basis of potential claims unique to the circumstances of the contract award(s) stayed by the protest, without disclosing any RFP information that must remain confidential until an award decision is final. From this estimate, the protester shall be responsible for calculating the risk(s) of proceeding with a protest to a final decision by the City Council. A protester may withdraw a protest in writing at any time prior to a decision of the City Council, but any withdrawal more than seven (7) calendar days after the issue date of the City's estimate of the basis of potential claims shall, upon City Council's approval of the claims, be subject to claims against the bond or other security of the withdrawing protestor prior to its return to the

protester. At a minimum the estimate of the basis of potential claims shall include:

1. If relevant, the date the current contract expires.
2. If relevant, the rate per year paid (or revenue earned) on the current expiring contract.
3. If relevant, the cost per year to complete the solicitation's anticipated work with City staff, equipment and materials.
4. The date the stayed contract award would have begun in the absence of the protest and its anticipated term.
5. The estimated rate per year to be paid (or revenue earned) on the stayed contract award.
6. The rate per hour to be paid to any relevant independent contractors, consultants or contracted attorneys as a result of the protest.
7. An estimate of any anticipated staff time and costs in processing, considering and/or defending against the protest.
8. An estimate of necessary extraordinary employee overtime salary in processing, considering and/or defending against the protest
9. The rate per hour for City Attorney services and any estimated costs in processing, considering and/or defending against the protest.
10. Disclosure of the amounts of any gifts, grants or other government or private financial participation that might be lost due to the protest.
11. Disclosure of any known seasonal, labor, equipment or materials costs that are materially time-sensitive and might result in financial damages to the City due to the protest.
12. Disclosure of any other anticipated consequential financial damages

7. Bonds Required

Each RFP shall be accompanied by a certified or cashier's check, or **RFP bond**, in the amount of five percent (5%) of the total amount RFP, payable to the City of Reno, Nevada, as a penalty in the event the Proposer does not, within ten (10) working days after receipt of written notice that the contract has been awarded, enter into a contract with the City of Reno in accordance with this RFP. The successful Proposer may be required to furnish a **performance bond** in the amount of one hundred percent (100%) of the contract insuring faithful performance of all terms of this RFP. All bonds shall be subject to the approval of the Reno City Attorney.

8. Insurance Requirements

Successful Proposer(s) shall procure and maintain Comprehensive or Commercial General Liability Insurance (occurrence form) from a carrier licensed to do business in the State of Nevada with a Best rating of A.VII or above. Minimum acceptable policy limits shall be in an amount of not less than two million dollars (\$2,000,000.00), combined, single limit, occurrence based policy, in a form satisfactory to the City. A certificate of insurance evidencing said coverage shall be supplied by successful Proposer upon request, naming the City as an Additional Insured under the liability policy. The liability policy shall contain a provision that such policy shall not be cancelled until at least thirty (30) days prior written notice of cancellation has been received by the City for any reason other than non-payment of premium and for non-payment of premium at least ten (10) days prior written notice of cancellation.

Successful Proposer(s) shall, upon request, deliver to City of Reno evidence of worker's compensation as required by the State of Nevada.

This Section Left Intentionally Blank

EXCEPTIONS

Does the Proposer take exception to any of the terms or conditions of this Request for Proposal and attachment thereto, or specifications? ____Yes ____No If yes, please indicate the specific nature of the exception or clarification, in the space provided below. Attach additional sheet(s) if necessary.

[illegible]

Firm Name _____

Address

City _____

State _____ Zip _____

Telephone _____

Fax _____

E-Mail

Proposers Federal Tax ID # _____

(May be requested at a later date)

In compliance with this "Request for Proposal" and subject to all Terms and Conditions thereof, the undersigned offers and agrees, if this bid is accepted to furnish any and all goods and services described herein at the prices, terms and delivery stated

Signature _____

Print Name _____

Print Title

If further space is required, please attach additional sheets

DISCLOSURE OF PRINCIPALS

Please print or type

_____ Company Name	_____ Telephone Number with area code
_____ Street Address	_____ Fax Number with area code
_____ City, State and Zip Code	_____ Federal Tax Identification Number

Names of Officers or Owners of Concern, Partnership, Etc

_____ Name	_____ Official Capacity
_____ Street Address	_____ City, State and Zip Code
_____ Name	_____ Official Capacity
_____ Street Address	_____ City, State and Zip Code
_____ Name	_____ Official Capacity
_____ Street Address	_____ City, State and Zip Code
_____ Name	_____ Official Capacity
_____ Street Address	_____ City, State and Zip Code
_____ Name	_____ Official Capacity
_____ Street Address	_____ City, State and Zip Code

I/ we hereby certify the Instructions and Terms and Conditions have been read and agree to:
(Print)

Address

Phone

Fax

Representative

Print Name

Signature

Vendor acknowledges 38 pages of this RFP. Date

This Section Left Intentionally Blank

ATTACHMENT A

SCOPE AND REQUIREMENTS

RFP #2025-06 COMMUNITY WILDFIRE PROTECTION PLAN CONSULTANT

I. Introduction and Project Overview

The City of Reno Fire Department (RFD) is seeking proposals from qualified consultants to develop a Community Wildfire Protection Plan (CWPP) for the City of Reno, covering approximately 110 square miles. The CWPP will serve as a framework to identify and prioritize wildfire hazard reduction projects, fostering a collaborative, community-wide effort to reduce wildfire risks to life, property, and natural resources.

The CWPP must meet the minimum requirements of the Healthy Forest Restoration Act of 2003, the IAFC CWPP Leader's Guide, FEMA's "Creating a CWPP" (May 2020), and focus on reducing structural ignitability, improving fire preparedness, and developing prioritized actions for public education and fuel reduction. The consultant will work closely with RFD to incorporate individual community plans and environmental guidelines.

II. Background

Reno was included in a 2005 county-wide CWPP for Washoe County. However, the city's rapid growth has expanded development into the wildland-urban interface (WUI), increasing wildfire risks. The outdated 2005 plan is insufficient to address current threats. A new CWPP will help RFD streamline grant applications and improve wildfire prevention and mitigation.

III. General Requirements

The consultant should have extensive experience in wildland fire management, vegetation management, GIS, public outreach, and wildfire behavior analysis. Prior experience in similar regions or with wildland-urban interface communities is advantageous.

Key deliverables should minimize text and prioritize visual communication using maps, images, and figures. All final work products will be owned by RFD and must conform to the Healthy Forests Restoration Act and state/local guidelines.

The consultant must:

1. Assemble a project team directed by the Fire Chief or designee.
2. Have a record of satisfactory performance.
3. Maintain records that meet reporting requirements.
4. Have administrative and fiscal capabilities to manage the project.
5. Meet public presentation and stakeholder participation requirements.
6. Complete the CWPP on time.

IV. Scope of Work

1. Review Existing Information

The consultant will review existing GIS data, policies, and management documents to understand the city's fire history, identify data gaps, and ensure alignment with existing plans. Consultations with RFD personnel and community representatives are required.

2. Conduct Hazard and Risk Analysis

Utilizing fire behavior models and risk assessment tools, the consultant will identify fire hazards and areas of risk. Key tasks include:

- Identifying wildfire ignition zones, fire spread potential, and existing fire protection.
- Assessing infrastructure risks and preparedness.
- Mapping defensible space and priority fuel treatment areas.

Deliverables include city-wide hazard assessments, a list of priority treatment areas, and wildfire scenarios based on behavior models.

3. Stakeholder Outreach and Public Engagement

This CWPP is a collaborative effort involving multiple stakeholders. The consultant will assist in identifying stakeholders, conducting monthly project team meetings, and planning public workshops. Workshops will provide interactive presentations on wildfire hazards, risk analyses, and mitigation strategies, gathering input from residents and agencies.

4. Mapping/GIS

The consultant will produce a series of GIS maps showing community WUI zones, hazard severity, vegetation types, and infrastructure. These maps, along with an online geodatabase, will help track completed projects and future treatments. A pre-fire response atlas should also be developed.

5. Prepare Community Wildfire Protection Plan (CWPP)

The consultant will create a comprehensive CWPP based on the previous tasks. The plan will prioritize wildfire risks and propose specific fuel reduction and hazard mitigation projects. It will cover:

- City overview (values at risk, fire protection, land use)
- Wildfire problems (fire ecology, climate, fire history)
- Risk assessments and action plans for community preparedness, structure protection, and fuel mitigation strategies.

Grant Provisions

1. Remedies

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs.

2. Contract Termination

- a. Termination without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon thirty (30) days written notice by mutual consent of both parties, or unilaterally by either party for any reason or no reason.
- b. Termination for Non-Appropriation. The continuation of this Contract beyond the fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Reno City Council and/or federal sources. The City may terminate this Contract, and contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City Department/Agency's funding from City and/or federal sources is not appropriated or is withdrawn, limited, or impaired in either a City, State or federal fiscal year.
- c. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
 - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City;
 - iii. Contractor shall preserve, protect and promptly deliver into City possession all property of the City.

3. Equal Employment Opportunities

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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 apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. **Davis-Bacon Act**

If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act (29 C.F.R. § 5.5(a)(1)-(10)).

29 CFR § 5.5 - Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.*

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it

can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210.

The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination.

The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash

equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under

approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and

that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees* -

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually

performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training

program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

5. **Compliance with the Contract Work Hours and Safety Standards Act.**

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City of Reno shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”
Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

6. Rights to Inventions Made Under a Contract or Agreement

Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.

7. Clean Air Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to the City of Reno and understands and agrees that the City of Reno will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate

Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation to the R. S. Hughes and understands and agrees that the City of Reno will, in turn, report each violation as required to assure notification to State of Nevada Office of the Military Division of Emergency Management (DEM), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

9. Debarment and Suspension

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City of Reno. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City of Reno, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered

transactions.

10. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

11. Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. Procurement of Recovered Materials

In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

13. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system;
or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses

covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered

telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

14. Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

The supplier/vendor/contractor acknowledges receipt of these certified assurances and hereby assures adherence to all the above conditions as it relates to a FEMA grant purchase by the City of Reno.

SUPPLIER/VENDOR/CONTRACTOR

Name (print): _____

Title: _____

Signature:

Date