Division of State Parks

General #00-7	Grazing Leases	10/2013	Page 1 of 2

REFERENCES: NRS 322.050, NRS 322.075, NRS 407.065 1(c)

PURPOSE: This policy provides the criteria and guidelines for determining, recruiting, contracting and managing grazing leases in an effort to make the process responsive to legal requirements and liability concerns.

ORGANIZATION: Through the use of grazing leases, the division will maintain and improve park property, while providing facilities and services compatible with park master plans.

PROCEDURE:

A grazing lease is generally defined as a contractual agreement with a public or private entity, as authorized in NRS 407.065, subparagraph 1(c), for the use of state park property.

I. Determination of the need for long-term grazing leases will be made during the general management plan process. However, grazing leases not included in a park's general management plan may be considered.

II. Grazing leases shall not be contracted solely to make profits for the lessee or for the division. Grazing leases will be granted based on the following criteria for the following reasons: experience, expertise and reliability, and operations plan. The lease shall not result in an increase in division operating costs, unless there are compensating values received.

III. A review team will be appointed by the administrator with oversight by the Contract Manager. The review team will:

A. Develop the Request for Proposal (RFP) (see attachment A RFP template). Minimum bid amounts will be set by State Lands per NRS 322.075.

B. Solicit proposals through the RFP process and public advertisement (advertisement for a minimum of one day in the local newspaper).

C. Review proposals and recommend a lessee to the administrator. The review team will consider the prospective lessee's ability to develop a feasible operational plan, finance the operation, and provide services and facilities that benefit the park.

D. After receiving the administrator's concurrence, the team will draft and negotiate terms of the lease agreement (see attachment B lease template).

E. Submit lease agreement to the administrator for signature.

F. After the lease agreement is awarded, the regional manager and park supervisor will be responsible for monitoring performance of the lease. Problems not resolved at the region level will be directed to the deputy administrator.

G. The contract manager will have general oversight responsibilities for administrative aspects of the grazing lease. These include financial obligations and ensuring requirements are met as established in the lease agreement.

H. The park or regions will receive all grazing lease payments. All accounts receivable for a grazing lease will be listed on the accounts receivable report submitted to the Controller's Office quarterly. Late payments will be assessed on all lessees, unless the late fee has been waived in part or entirely by the administrator under special circumstances.

I. All requests to expend grazing lease funds will be completed on the pre-approval form (ADM-3) and will be approved by the regional manager and the deputy administrator or administrator prior to expending funds (attachment D).

J. The expenditures and the funds available will be tracked by the region office and park for each lease.

RULES:

I. Grazing leases shall be considered only for park improvement/resource management and shall be consistent with division policy.

II. All parties concerned will receive a final copy of the grazing lease.

III. Attachment C is a standard letter format to notify customers regarding non-payment of lease agreements.

IV. Lease rental payments will be deposited quarterly and be used for management and operation associated with the leased property through standard state purchasing methods.

Original signed by: **SIGNED** **Eric Johnson, Acting Administrator**	**10/28/13** **Date**
Original signed by: **SIGNED** **Leo Drozdoff, Director**	**10/28/13** **Effective Date**

*Review Date:*_____

STATE OF NEVADA

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF STATE PARKS

REQUEST FOR PROPOSAL NO. ###-##

Of a Lease Agreement for the operation and management of a
Livestock Grazing Operation

Within

_____,

Located in_____, Nevada

__, Administrator
Nevada Division of State Parks

THE NEVADA DIVISION OF STATE PARKS
IS SOLICITING PROPOSALS FOR

Livestock Grazing Operation within _____

REQUEST FOR PROPOSAL NO. ###-##

Release Date: 00/00/00

DEADLINE FOR SUBMISSION - DATE & TIME: 00/00/00, 0:00 pm

Project Abstract: This solicitation is to award a new Lease for the operation and management of a livestock grazing operation within_____, located in _____County, Nevada

The actual RFP document consists of _____ pages.

A copy of this Request for Proposal (RFP) may be obtained by any of the following methods:

1. Retrieve the document from the State of Nevada, Division of State Parks Web Page at: http://parks.nv.gov/ and click on the appropriate tab. **You will be responsible for checking the web site for any amendments.**
2. E-Mail us at sdecrona@parks.nv.gov and request that a copy of the RFP be forwarded to you. Please include your company name, address, contact name, phone number and fax number. We will automatically send you any amendments or changes to the RFP.
3. Fill out this form and fax it back to us at (775) 684-2777, attn. Shirley DeCrona. We will automatically send you any amendments or changes to the RFP.

Company Name: _____

Contact Name: _____

Phone No. _____Fax No. _____

E-mail Address: _____

Address: _____

City: _____ State:_____ Zip: _____

Preferred method for receiving documents? ____ Fax ____ Mail ____ E-Mail

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SECTION I

REQUEST FOR PROPOSAL OVERVIEW

A. General Overview

The Nevada Division of State Parks (NDSP) intends to award a Lease through this Request for Proposal for the operation and management of a livestock grazing at: Location _____ _____ County, Nevada.

The Name of Area is located _____in _____, Nevada. The property leased for grazing includes approximately _____ acres. Livestock grazing has been permitted as a natural resource management strategy for vegetation control, habitat control and fuel reduction as well as maintaining the original cultural aspects and integrity of the property.

Nevada State Parks will permit, through this agreement, livestock grazing on portions of the name of area. The maximum amount of Animal Unit Months (AUMs) allowed per year is_ _____. The maximum AUM allotment is based on a normal water year.

Nevada State Parks will accept proposals for a grazing lease for one (1) grazing season from __ _____to_____. Four (4) additional terms of one year each may also be entered into upon application in writing by lessee prior to the termination of the first grazing season. After award of a lease, and at the conclusion of the first grazing season, NDSP will allow the lessee the first of four, one year extensions of the lease terms if State Parks retains the lease on the property.

B. TENTATIVE SCHEDULE

RFP – issued .....DATE

Pre-Proposal Meeting (on site visit) .....DATE & TIME

Deadline for submitting questions .....DATE & TIME

Answers to all questions submitted available on or about .....DATE & TIME

Deadline for submission of proposals .....DATE & TIME

Evaluation completed/lessee selected .....DATE

Lease negotiated with lessee/ lease signed .....DATE

Lease approved.....DATE

Lease begins .....DATE

NOTE: *This schedule does not consider unforeseen factors that could impact the timing of the project. It is the intent of the State to keep Respondents apprised of changes in the schedule as they may occur.*

C. ACRONYMS/DEFINITIONS

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

AUM: Animal Unit Month

.75 AUM = One calf 6 months to one year or one yearling for one month

1 AUM = One cow with or without calf (less than 6 months old) or one Steer for 1 month

1 AUM = 5 Sheep for one month

1.25 AUM = One cow with calf (more than 6 months old) or one Steer (over 1,000 lbs) for one month

1.25 AUM = One bull for one month

1.5 AUM = One horse for one month

Awarded Respondent: The organization/individual whose proposal is selected for the award of a grazing lease on the permitted area of _____.

Division or Parks: Nevada Division of State Parks

Evaluation Committee: An independent committee comprised of a majority of state officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS §333.335.

May: Indicates something that is not mandatory but permissible.

NAC: Nevada Administrative Code

NRS: Nevada Revised Statutes

RFP: Request for Proposal - a written statement which sets forth the requirements and specifications of a lease to be awarded by competitive selection NRS 333.020(7).

Shall/Must: Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the Respondent to provide the information or evaluate the proposal without the information.

State: The State of Nevada and any agency identified herein.

Subcontractor: Third party not directly employed by the Respondent who will provide services identified in this RFP. Subcontractor does not include third parties who provide support or incidental services to the Respondent.

Will: Expected or required.

Respondent: Organization/individual submitting a proposal in response to this RFP.

D. TERMS, CONDITIONS AND EXCEPTIONS

For the purposes of this RFP, the following terms, conditions, and exceptions apply. Additional term, conditions, and exceptions may be included within the text of this RFP.

1. The selection of a proposal for the award of a grazing lease is being solicited in accordance with NRS chapter 333 and NAC chapter 333.
2. Parks reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a lease pursuant hereto, if it is in the best interest of the State to do so.
3. Parks reserves the right to reject any or all proposals received prior to lease award (NRS §333.350).
4. Parks shall not be obligated to accept the highest revenue proposal, but will make an award based on best interests of the State of Nevada after all factors have been evaluated (NRS §333.335).
5. Alterations, modifications or variations to a proposal after submission to Parks will not be considered unless authorized by the RFP.
6. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this lease, may be rejected.
7. Proposals from employees of the State of Nevada may be considered if, in the opinion of the selection committee, there is no conflict with the State Administrative Manual, NRS §281 and NRS §284.
8. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other leaser, respondent or prospective vendor. Complimentary proposals are illegal and prohibited.
9. No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally noncompetitive proposal. All proposals must be made in good faith and without collusion.
10. Respondents proposal is an irrevocable offer for the term of the lease and any lease extensions. The awarded respondent agrees to provide the services at the costs, rates and fees as set forth in their proposal in response to this RFP.
11. A proposal submitted in response to this RFP must identify any subcontractors/sub-leasers, and outline the contractual relationship between the awarded Respondent and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor/sub-leaser has read and will agree to abide by the awarded respondent's obligations.
12. The awarded respondent will be the sole point of lease responsibility. The State will look solely to the awarded respondent for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded respondent shall not be relieved for the non-performance of any or all subcontractors.
13. The awarded respondent must maintain, for the duration of its lease, insurance coverage's as set forth in the insurance requirements in the draft lease attached as an exhibit to this RFP. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of lease. Work on the lease shall not begin until after the awarded respondent has submitted acceptable evidence of the required insurance coverage. Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the

lease in lieu of the insurance policies required by the Insurance Schedule provided in the sample lease. It will be the awarded respondent's responsibility to recommend to the State alternative methods of insuring the lease. Any alternatives proposed by a Respondent should be accompanied by a detailed explanation regarding the vendor's inability to obtain insurance coverage as described above. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

14. Each respondent must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, respondents affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a respondent's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a respondent. The State reserves the right to disqualify any respondent on the grounds of actual or apparent conflict of interest.
15. Each respondent must include in its proposal a complete disclosure of any alleged significant prior or ongoing lease failures, any civil or criminal litigation or investigation pending which involves the respondent or in which the respondent has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The State reserves the right to reject any proposal based upon the respondent's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet lease milestones or other contractual failures. See generally, NRS §333.335.
16. The State will not be liable for Federal, State, or Local excise taxes.
17. The State reserves the right to negotiate final lease terms with any vendor selected. NAC §333.170. The lease between the parties will consist of the RFP together with any modifications thereto, and the awarded respondent's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed lease, the RFP, any modifications and clarifications to the awarded respondent's proposal, and the awarded respondent's proposal. Specific exceptions to this general rule may be noted in the final executed lease.
18. Respondent understands and acknowledges that the representations above are material and important, and will be relied on by the State in evaluation of the proposal. Any respondent misrepresentation shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
19. No announcement concerning the award of a lease as a result of this RFP can be made without the prior written approval of the State.
20. The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
21. A unsuccessful respondent may file an appeal in strict compliance with NRS §333.370 and chapter 333 of the Nevada Administrative Code.

22. Local governments (as defined in NRS §332.015) are intended third party beneficiaries of any lease resulting from this RFP and any local government may join or use any lease resulting from this RFP subject to all terms and conditions thereof NRS §332.195. The State is not liable for the obligations of any local government, which joins or uses any lease resulting from this RFP.
23. Any person who requests or receives a Federal lease, grant, loan or cooperative agreement shall file with the State Parks a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. §1352.

E. REQUEST FOR PROPOSAL QUESTIONS

Questions regarding this RFP must be submitted in writing no later than TIME on DATE , the day following the pre-proposal meeting. To ensure fair competition in which all respondents receive the same information and materials, no telephone or personal inquires about this RFP will be answered. Questions should be submitted in writing by mail or fax or email at the address and numbers below. A written compilation of all questions and answers and any RFP addenda will be sent by first class mail to all respondents. Questions will be answered as clearly and completely as possible without jeopardizing the competitiveness of the proposals.

In addition, any irregularities or lack of clarity in the RFP should be brought to the attention of Parks as soon as possible so that corrective addenda may be furnished to prospective Respondents.

Respondents should send their questions to:

Shirley DeCrona, Management Analyst
Nevada Division of State Parks
901 Stewart St., 5th Floor, Suite 5005
Carson City, NV 89701
FAX: 775-684-2788
EMAIL: sdecrona@parks.nv.gov

Familiarity with Sample Lease: It is critical that respondents be familiar with and fully understands all the terms and conditions of the draft lease agreement (included herein). Your proposal should be based on the requirements of this lease in its entirety. If a respondent is awarded the lease, the successful respondent has 15 days to review and sign the awarded lease. Although Parks will negotiate the final details of the lease agreement with the selected Lessee, such negotiated changes will not materially alter the contents of the draft lease agreement enclosed in this RFP.

Pre-proposal Meeting: A recommended pre-proposal meeting has been set for DATE, DATE at _____ State Park. The meeting will be held at _____State Park.

F. PROPOSAL SUBMISSION

Your proposal, including the proposal bond, must be received by TIME on DATE at:

Nevada Division of State Parks

901 Stewart St., 5th Floor, Suite 5005
Carson City, NV 89701

Proposal Format & Content: Proposals should be plainly marked on the outside of a sealed envelope: "PROPOSAL FOR _____GRAZING LEASE". Please submit an original plus **four (4)** copies of your proposal on 8.5" x 11" paper. Larger formatted graphic exhibits are acceptable if folded to fit within an 8.5" x 11" three-ring binder.

Master Copy/Confidentiality: The master copy of each proposal shall be retained for official files and will become public record after the award of a lease unless the proposal or specific parts of the proposal can be shown to be exempt by law (NRS 333.333). Each Respondent may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Respondent thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the information.

If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one copy of the proposal is not clearly marked "MASTER COPY," Parks may reject the proposal. However, Parks may at its sole option, select one copy to be used as the master copy.

Withdrawal of Proposals: Proposals may be withdrawn in writing or by facsimile at any time prior to the proposal closing date and time, provided that a written request executed by the Respondent or his/her duly authorized representative for the withdrawal of such proposal is filed with Parks. The withdrawal of a proposal shall not prejudice the right of a Respondent to file a new proposal prior to the proposal closing date and time. However, once the proposal closing date and time has passed, proposals shall be irrevocable.

State's Right to Reject Proposals, Waive Defects and Requirements: Parks reserves the right to accept or reject any or all proposals, and waive any or all immaterial defects, irregularities, or requirements in the RFP for the benefit of the State, so long as such waiver does not give any Respondent a material advantage over other Respondents. A Respondent shall not be relieved of his/her proposal nor shall any change be made in his/her proposal due to a Respondent error.

Proposal Costs: The State is not liable for any costs incurred by Respondents prior to entering into a formal lease. Costs of developing the proposals or any other such expenses incurred by the Respondent in responding to the RFP, are entirely the responsibility of the Respondent, and shall not be reimbursed in any manner by the State.

G. PROPOSAL OPENING

All information submitted in conjunction with the RFP is confidential until the opening. This includes: names of the individuals/firms who submitted proposals, their proposed solutions, and their financial reports. All proposals will be opened at the date, time and place specified in the RFP. Proposals not meeting the deadline will be returned to the Respondent unopened. All RFP openings are open to the public (NRS 333.330).

At the opening, only the names of the individuals/firms who submitted proposals are announced. The amounts they bid or any exceptions they've taken are not disclosed. Once the lease has

been awarded, all proposals are open to public inspection (NRS 333.350). Information designated as "proprietary" or as a "trade secret" is not public information, and is not disclosed to the public (NRS 333.333), even after the lease has been awarded.

Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening are available through pre-arrangement with the Park's designee.

Supplemental Information: At its sole discretion, Parks reserves the right, but does not have the obligation, to seek supplementary information or clarification from any Respondent at any time between the dates of proposal submission/acceptance and the lease award. Any Respondent may be required to appear before the Lessee Evaluation Committee.

Discussions may, at the Park's sole option, be conducted with responsible Respondents who submit proposals determined to be reasonably susceptible of being selected for an award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Respondents.

H. PROPOSAL EVALUATION

All proposals received shall be evaluated for form and content in accordance with the requirements of this RFP by a Lessee Selection Board composed of the following:

NAME, AGENCY
NAME, AGENCY
NAME, AGENCY
Shirley DeCrona, Management Analyst, Nevada Division of State Parks. (Non-voting)

The Lessee Evaluation Committee will evaluate and score each eligible proposal pursuant to the point system and selection criteria as described in the Proposal Instructions and the Proposal Evaluation Criteria and Form. Proposals not containing all of the items requested in the Lease Proposal form may be rejected.

Proposals are to be based on the RFP. A Respondent shall not be relieved of his/her proposal nor shall any change be made in his/her proposal because of mistakes.

I. LEASE AWARD

If an award is made, the award for a Lease agreement will be to the "Best Responsible Respondent". The "Best Responsible Respondent" will be the bidder whose proposal passes each of the required elements and receives the highest total score as determined by the Lessee Evaluation Committee and approved by the Administrator. For the purpose of this RFP, the "Best Responsible Respondent" shall be the person or entity submitting a proposal, in accordance and within the criteria of this Request for Proposal, in conformity with the signed lease, and that will develop, operate, and maintain the Lease in the best interests of the State and the public.

Execution of the awarded Lease agreement is subject to the completion of all required approvals. From the Nevada Division of State Parks, signatures are required from the Northern Regional Manager, Administrative Services Officer, and Deputy Administrator In addition signatures from the Administrator of the Nevada Division of State Lands, Deputy Attorney General, and the Board of Examiners are required.

Upon approval by all signatories, the Management Analyst will forward a signed copy of the respective agreements and issue the Notice to Proceed.

A Notification of Intent to Award shall be sent to all Respondents. Any award is contingent upon the successful negotiation of final lease terms. Negotiations shall be confidential and not subject to disclosure to competing Respondents unless and until an agreement is reached. If lease negotiations cannot be concluded successfully, Parks upon written notice to all Respondents may negotiate a lease with the next highest scoring Respondent or withdraw the RFP.

Appeal of Award: A person who makes an unsuccessful bid or proposal may file a notice of appeal in accordance with NRS 333.370.

J. LEASE EXECUTION

Preparation of Lease: Subsequent to the award of a lease, if an award is made, the Parks will prepare a final lease for execution. The lease will contain "exhibits" developed from the selected proposal including the Respondent's Operation and management proposals, as required. Minor changes or modifications to the lease, proposal plans, and lease exhibits may be made prior to execution based on agreement between Parks and Lessee. However, no material change to the lease or its exhibits as presented in the RFP and in the selected proposal may be made.

Failure to Sign/Deliver Lease: A failure of the successful Respondent to sign and deliver the lease within fifteen (15) days of receipt may be treated as a refusal to execute if the Parks so elects.

SECTION II

THE PROPOSAL PROCESS

A. INSTRUCTIONS FOR THE LEASE PROPOSAL

A completed Lease Proposal Questionnaire will constitute your proposal. You must complete all sections, respond to all questions, and fill in all blanks of the form. Inapplicable questions or blanks must be marked "N/A" or "Not Applicable". Failure to properly complete the form may disqualify your proposal.

Proposals are to be prepared in such a way as to provide a straightforward, concise, delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colorful displays, promotional materials, etc., are neither necessary nor desired. The proposal must be clear, unambiguous and unconditional. It should clearly commit you to entering into a lease with the State to provide the services and other Lease improvements as required by this RFP and offered in the proposal.

The submission of a proposal shall be deemed evidence that you are fully aware of the responsibilities of being a Lessee and have carefully examined State laws relating to Leases operations; possessory interest tax as related to Leases; the site(s) selected for said Lease; obligations and responsibilities related to local control agencies and permitting requirements; and the proposal instructions, proposal form and the sample Lease agreement included herein.

I. EXECUTIVE SUMMARY

Provide a brief overview of the Respondent's management goals and qualifications for the Lease.

II. RESPONDENT INFORMATION

A. Respondent Identification

The Respondent shall identify the business or organization, as it will appear and a primary contact person for the Lease management and operation. This person shall be the sole point of contact for the Lessee and Parks. Parks will look solely to the awarded Respondent for the performance of all lease and contractual obligations, which may result from an award based on this RFP, and the awarded Respondent shall not be relieved for the non-performance of any or all sub-leasers.

B. Business Information

Select the type of business that describes the proposing entity (Sole Proprietorship, Partnership, Joint Venture, LLC, or Corporation) and provide the requested information. The type of business must be established prior to submitting a proposal and must not be a condition of receiving the lease.

The experience and reliability of the Respondent's organization are considered in the evaluation process. Therefore, the Respondent is advised to submit any information that documents successful and reliable experience in past performances, especially those performances relating to the requirements of the RFP.

Each Respondent must include in its proposal a complete disclosure of any alleged significant prior or ongoing lease failures, any civil or criminal litigation or investigation pending which involves the Respondent or in which the Respondent has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. Parks reserves the right to reject any proposal based upon the Respondent's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet lease milestones or other lease or contractual failures.

C. Individual Information

Each individual, partner, member of joint ventures, officer of corporations, Lease manager, and holders of 25% or more of the company's shares (as applicable) must complete a copy of the Individual Information form AND complete and sign the Authorization to Release Information in Section III. Please include information for any sub-leasers that may be associated with the proposal.

Provide a narrative describing the extent of your experience with special emphasis on your experience related to the subject Lease.

D. References.

Respondent references are used to confirm information provided by Respondents and to evaluate the Respondent's quality of experience and past performance. Please submit three references. Respondents should notify their references in writing that a representative from the State may be contacting them.

For the purposes of this RFP, please provide the references from the following sources:

- Business References: Name clients or other persons that most accurately reflect your performance and ability to fulfill lease obligations with other entities for the provision of goods and services.

III. PROPOSAL INFORMATION – OPERATIONS PLAN

Provide an Operations Plan that addresses the operations of the proposed development and other elements of this RFP. For your information, each element of the Lease Proposal is described below. You may submit additional information to fully describe and enhance your proposal. As a condition of the lease award, the successful Respondent will be required to develop and maintain an operations plan to the satisfaction of Parks prior to the opening of the Lease. The plan will be incorporated as an exhibit to the lease and become an obligation of the Lessee. Your operation plan should include the following elements. If and when accepted the final plan will be incorporated as an exhibit to the lease and become an obligation of the Lessee.

Organizational Structure: Provide an organization chart and staffing plan that can guide the operation and ongoing management of your Lease business.

The awarded Respondent will be the sole point of lease responsibility. The State will look solely to the awarded Respondent for the performance of all lease or contractual

obligations, which may result from an award based on this RFP, and the awarded Respondent shall not be relieved for the non-performance of any or all sub-leasers.

Please refer to the Management Plan (Draft Lease Section IV) for specifications for this project.

IV. PROPOSAL SUMMARY

The Proposal Summary should summarize your relevant experience, knowledge, and expertise, and Operation Plan in 250 words or less.

V. PROPOSAL EVALUATION

After determining that a proposal satisfies the requirements of this RFP, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made by using *subjective judgment*. The award of the lease resulting from this RFP shall be based upon the proposal judged most favorable to Parks in accordance with the evaluation criteria stated below:

Experience, Expertise, and Reliability **30 Points**

The experience and reliability of the Respondent are a prime consideration in the evaluation process. Therefore, the Respondent is advised to submit any information that documents successful and reliable experience in similar enterprises. The qualifications of both the organization (if applicable) and personnel proposed to perform the requirements of this RFP will be considered in the evaluation. Respondents will be rated according to the years of relevant experience as verified by references and the quality of experience as it relates to the business described in this RFP. In addition, points are awarded for experience leasing with public agencies.

Operation Plan **30 Points**

Proposals will be evaluated based on the Respondent's distinctive operation plan outlining personnel factors such as organization, personnel, and management capability. In addition, points will be awarded based upon the Respondent's demonstrated ability to implement the components of the plan.

Rental Offer **20 Points**

The evaluation rental offers by the Respondents shall be assigned points in relation to the highest acceptable bid. Minimum bid is based on hypothetical annual 1,400 total AUMs/year at a minimum bid of eight dollars per AUM ($11.00/AUM) for a total minimum bid of Fifteen Thousand Four Hundred Dollars per year ($15,400.00 /yr):

**Note: the highest lease offer received may not be considered acceptable. Respondents may be required to prove to the satisfaction of the State their ability to operate a successful business under their bid. Failure to prove this ability will be cause to disqualify the proposal. In this case, the second highest acceptable bid would be used to calculate points awarded.*

Other Factors: **20 Points**

Factors not included in other criteria that support a proposal as the "Best Responsible Respondent". This could include factors as community service work and other supporting information provided.

TOTAL **100 Points**

PROPOSAL EVALUATION FORM

	MAX. POINTS	POINTS
III. Experience, Expertise and Reliability	30	_____
IV. Proposal – Operations Plan	30	_____
V. Rental Offer	20	_____
VII. Other Criteria and Considerations	20	_____
	TOTAL POINTS: (Maximum 100)	_____

The award of the lease resulting from the Request for Proposal shall be based upon the Respondent judged to be most favorable to Nevada Division of State Parks in accordance with the above criteria.

Evaluator: _____ Date: _____

SECTION III

THE PROPOSAL

A. PROPOSAL FORMAT

A completed Lease Proposal and a Proposal Bond will constitute your proposal. You must follow the format provided in the proposal package and respond to all questions and fill in all blanks of the form. Inapplicable questions or blanks must be marked "N/A" or "NOT APPLICABLE". Failure to properly complete the form may disqualify your proposal.

Proposals should be plainly marked on the outside of a sealed envelope: "PROPOSAL FOR _____GRAZING LEASE NDSP". Please submit an original plus **four (4)** copies of your proposal on 8.5" x 11" paper.

I EXECUTIVE SUMMARY

II. RESPONDENT INFORMATION
- A. Respondent Identification
- B. Business Information
- C. Individual Information

III. PROPOSAL – OPERATIONS PLAN
- A. Organizational Structure
- B. Employee Staffing and Training Plan

IV. PROPOSAL SUMMARY

V. CERTIFICATION OF PROPOSAL

VI. AUTHORIZATION

VII. SUPPLEMENTAL INFORMATION

I. EXECUTIVE SUMMARY

Please add additional Pages if necessary.

II. RESPONDENT INFORMATION

II-A Respondent Identification

BUSINESS NAME_____
(Exactly as it is to appear on the Lease Agreement)

ADDRESS_____

CITY/STATE/ZIP CODE_____

PHONE NUMBER_____FAX NUMBER_____

EMAIL ADDRESS_____

LEASE MANAGER NAME_____

NEVADA STATE BUSINESS LICENSE NUMBER_____

CONTACT PERSON

NAME_____

ADDRESS_____

CITY/STATE/ZIP CODE_____

PHONE NUMBER_____FAX NUMBER_____

EMAIL ADDRESS_____

II.B. Business Information

Check the one box below that describes your type of business and complete/attach the associated information requested. Also attach an organization chart if appropriate.

☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP: Attach a complete copy of the Partnership Agreement. To qualify as a responsive Respondent, the Partnership Agreement shall be executed and binding upon each of the parties.

1. Date partnership established_____

2. Is the Partnership Agreement recorded: ☐ Yes. Date_____Where_____ ☐ No

3. Has the partnership done business in Nevada? ☐Yes. Dates_____ ☐ No

4. PARTNER NAMES	ADDRESSES	NO.OF SHARES	GENERAL(G) or LIMITED(L)
			☐ G ☐ L
			☐ G ☐ L
			☐ G ☐ L

5. Has a surety or bonding company ever been required to perform on the default of the corporation within the last ten (10) years?
   ☐ Yes. Provide the information below for each default. ☐ No (*proceed to item 10*)

   Surety/Bonding Company Name_____

   Bond Date_____ Bond Amount_____

   Explain the circumstances surrounding each default and actions taken by the surety or bonding Company.

6. Has the corporation ever been adjudicated bankrupt or involved in pending bankruptcy matters?
   ☐ Yes. Below, enter dates, court jurisdiction and amounts of liabilities and assets. ☐No

7. Is the corporation presently a party to any pending litigation, liens or claims?
   ☐ Yes. Below, enter detailed information for each legal action. ☐ No

8. Is the corporation subject to any outstanding claims, liens, or judgments?
   ☐ Yes. Below, enter detailed information for each claim, lien or judgment. ☐ No

9. Has the corporation defaulted on, been terminated for non-performance or breach of lease, or voluntarily abandoned or forfeited rights under a lease for services or Leases lease?
   ☐ Yes. Below, enter an explanation of the circumstances and outcomes of each event. ☐ No

II. C. Individual Information.

Legal Name_____ Social Security No._____
Residence Address_____ Phone No._____
Business Address_____ Phone No._____

PERSONAL HISTORY

1. Have you, individually, as a partner, joint venture or as a officer of a corporation had a bond or surety canceled or forfeited within the last ten (10) years?
   ☐ Yes. Provide information below. ☐ No

   Bond Company Name_____

   Bond Date_____ Bond Amount_____

   Explain the reason for each cancellation or forfeiture.

2. Have you individually, as a partner, joint venture, or officer of a corporation been convicted of a felony crime in the last 10 years?
   ☐ Yes. Please explain. ☐ No

3. Have you or your spouse or any business that you owned or in which you were an officer or had an interest ever declared bankruptcy, been declared insolvent or bankrupt, filed for bankruptcy, or reorganization under Federal or State laws?
   ☐ Yes. Below, enter dates, court jurisdictions and amounts of liabilities and assets. ☐ No

4. Are you individually or is any partnership or joint venture in which you have been party currently involved in any pending litigation? ☐ Yes. Below, enter dates, violations and locations. ☐ No

WORK EXPERIENCE:
Attach a resume and narrative as necessary.

CERTIFICATION: I hereby certify under penalty of perjury that all responses stated above regarding my personal history and work experience are true to the best of my knowledge and belief, and I understand and agree that any misstatement or omission of any material fact may cause forfeiture on my part of all rights to the proposed lease to be awarded by the State of Nevada.

Signature Date

▲_____ _____

III. OPERATIONS PLAN

Add additional information if desired.

Please refer to the Management Plan (Draft Lease Section IV) for specifications for this project.

IV. PROPOSAL SUMMARY

(Attach separate pages as necessary.)

V. CERTIFICATION OF PROPOSAL

CERTIFICATION OF PROPOSAL TO
NEVADA DIVISION OF STATE PARKS

Pursuant to Request for Proposals, dated DATE_____for the development and operation for a Grazing lease operation at LOCATION in the County of _____, State of Nevada, for the term of _____ grazing session with _____ extensions, the undersigned Respondent hereby submits his/her proposal: GRAZING OPERATION LEASE.
The Lease facility referred to herein is on the LOCATION, located in the County of_____, State of Nevada, and it is to be planned, maintained and operated in accordance with the draft lease, and the provisions and specifications contained therein and by reference hereto made a part hereof. In the event I am the successful Respondent for the proposed lease, I will plan, finish, equip, operate, and maintain the Lease facilities in accordance with requirements of the draft lease. I will obtain and pay associated costs for all necessary licenses and permits.

The undersigned, as Respondent, declares that the only person or persons interested in this proposal as principals are those named herein; that Respondent fully understands the taxable nature of a grazing lease on public property as detailed in N.R.S. 361.157 - N.R.S. 361.159. These statutes are applicable to such grazing operations and are described in the R.F.P. Respondent further affirms that this proposal is made without collusion with any other person, firm, or corporation; that Respondent has carefully examined the location of the Lease area, the terms, conditions, specifications and other stipulations hereinbefore or hereinafter set out in this RFP, as well as any other documents used by the parties in negotiating this award and the proposed Lease Agreement attached hereto. Respondent agrees, if this proposal is accepted, to enter into a lease with the State of Nevada to provide all necessary facilities, attendants, apparatus and other means of operation and to do any and all other acts in fulfilling the said lease requirements, terms, conditions, and specifications; and during the period that said Lease Agreement is in effect, he/she will pay therefore, without demand for each year:

$_____ X _____ AUMs/yr for a total bid of $_____ / year.

(Minimum bid based on _____ total AUMs/year at Eleven Dollars per AUM ($11.00/AUM) for a total minimum bid of _____dollars per _____:

If this proposal is accepted, said undersigned Respondent shall execute a Lease Agreement following the general guidelines stipulated in the attached sample Lease Agreement form. If the undersigned shall fail to execute a Lease Agreement within fifteen (15) days after the

Respondent has received notice from the State or its duly authorized representative that the lease is ready for signature, the State may determine that the Respondent has abandoned the lease; thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate; and the same shall be property of the State of Nevada.

Accompanying this proposal is a Respondent's Bond or Cashier's Check in the Amount of One thousand dollars ($1,000.00) as a guarantee that, if the proposal is accepted, Respondent will execute the Lease Agreement. Should Respondent fail to execute said Lease Agreement, he/she will forfeit said amount.

A part of this proposal is a completed and verified financial statement and fully answered questionnaire, which has been verified.

I/We herby certify that all responses and information provided in connection with this proposal are true to the best of my/our knowledge and belief, and I/we understand and agree that any misstatement or omission of any material fact may cause forfeiture on my/our part of all rights to the proposed agreement to be awarded by the State of Nevada.

I/we hereby respectfully submit this proposal, including all required documents and statements. I/we represent that the signatures hold the positions set forth below signatures and are authorized to execute this proposal.

If the Respondent is a corporation, state legal name of corporation, address state of incorporation, person designated for service of process, names of the directors, president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Respondent is an individual, state first, middle and last name in full:

Signature		**Position Title**	**Phone No.**
Printed Name	**Date**	**Fax No.**	**Email address**
Address		**City/State/Zip Code**	
Signature		**Position Title**	**Phone No.**
Printed Name	**Date**	**Fax No.**	**Email address**
Address		**City/State/Zip Code**	
Signature		**Position Title**	**Phone No.**
Printed Name	**Date**	**Fax No.**	**Email address**
Address		**City/State/Zip Code**	

VI. AUTHORIZATION TO RELEASE INFORMATION

To Whom It May Concern:

I/my company have (has) submitted a proposal to the Nevada Division of State Parks, for a Lease operation. I hereby authorize State Parks to release or discuss any or all information contained in my response(s) to the RFP with indicated references, financial institutions and other individuals or business associations whose identities have been disclosed by me or if not disclosed by me, any relevant individual or business entity, including other government entities, who may reasonably have information that will verify the contents of my proposal. This process may be necessary for the Division of State Parks to verify information submitted by me in the above-referenced proposal.

Respondent Signature ►	Date Signed
Printed Name	
Position/Title	
Company Name (*if applicable)*	

VII. SUPPLEMENTAL INFORMATION/ATTACHMENTS

SECTION IV

DRAFT LEASE AGREEMENT

Enter Location & Parcel Number(s)

GRAZING LEASE

Insert Name

IN ACCORDANCE with NRS 322.050, 322.075, and NRS 407.065 1(c) and in consideration of the provisions contained herein, this lease, made and entered into on **ENTER DATE,** by and between the STATE OF NEVADA, acting by and through the DIVISION OF STATE LANDS, for and on behalf of the DIVISION OF STATE PARKS, hereinafter referred to as PARKS, and **NAME OF LESSEE**, hereinafter referred to as LESSEE.

WITNESSETH:

WHEREAS, NRS 322.010 authorizes the Administrator of the DIVISION OF STATE LANDS to enter into Lease agreements on behalf of agencies for which the title to real property is held, and;

WHEREAS, NRS 407.065 authorizes the Administrator of the DIVISION OF STATE PARKS to allow multiple use of state parks including grazing as long as the use is in furtherance of the purposes of the park, and;

FOR AND IN CONSIDERATION of the mutual covenants of the parties hereinafter stated, to be kept and performed, and for and in consideration of the rentals reserved and stated herein, the parties hereto agree as follows:

PARKS agrees to lease to LESSEE the grazing rights to pastures identified in **EXHIBIT A** and consisting of approximately **ENTER TOTAL NUMBER OF ACRES** acres located **ENTER LOCATION** County, Nevada. The grazing rights and pasturage herein granted, does not constitute the granting of a leasehold in the real property to LESSEE. The use of the term "lease" herein refers solely to grazing rights and pasturage for livestock.

1. **INCORPORATED DOCUMENTS**: The parties agree that the scope of work and grazing rights to pastures shall be specifically described; this lease incorporates the following attachments in descending order of constructive precedence; a LESSEE 's attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this lease:

ATTACHMENT A:	STATE SOLICITATION
ATTACHMENT B:	LESSEE 'S RESPONSE
ATTACHMENT C:	SCOPE OF WORK - MANAGEMENT PLAN
EXHIBIT A	PASTURE BOUNDARY MAP

2. **TERM:** The term of this grazing Lease shall be for ONE (1) GRAZING SEASON from **Enter Start Date** to **Enter Ending Date**. Four (4) additional terms of one year each may also be entered into upon application in writing by the lessee three (3) months prior to the termination of the first one year term and, if necessary, three (3) months prior to the termination of the first one year extension. Any renewal thereafter shall be at the sole option of PARKS.

3. **NOTICE:** All notices or other communications required or permitted to be given under this lease shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by fax with simultaneous regular mail, or certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

4. **ASSENT:** The parties agree that the terms and conditions listed on incorporated attachments of this lease are also specifically a part of this lease and are limited only by their respective order of precedence and any limitations specified.

5. **INSPECTION & AUDIT:**

   A. Books and Records. LESSEE agrees to keep and maintain accepted principles full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

   B. Inspection & Audit. LESSEE agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of LESSEE or its SUBLESSEE's including financial statements and supporting documentation, and documentation related to the operations of the lease shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of LESSEE where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners.

   C. Period of Retention. All books, records, reports, and statements relevant to this lease must be retained a minimum three years and for five years if any federal funds are used in the lease. The retention period runs from the date of termination of the lease. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

6. **LEASE TERMINATION:**

A. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this lease may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

B. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This lease may be terminated by either party with written notice of default or breach to the other party as follows:

i. If LESSEE fails to provide or satisfactorily perform any of the conditions, or services called for by this lease within the time requirements specified in this lease or within any granted extension of those time requirements; or

ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by LESSEE to comply with any requirements of this lease is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

iii. If LESSEE becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the State materially breaches any material duty under this lease and any such breach impairs LESSEE's ability to perform; or

vi. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by LESSEE, or any agent or representative of LESSEE, to any officer or employee of the State of Nevada with a view toward securing a lease or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such lease; or

vii. If it is found by the State that LESSEE has failed to disclose any material conflict of interest relative to the performance of this lease.

C. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (3), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

D. Winding Up Affairs Upon Termination. In the event of termination of this lease 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 lease. 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. LESSEE shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by PARKS;

iii. LESSEE shall execute any documents and take any actions necessary to effectuate an assignment of this lease if so requested by PARKS;

E. PARKS reserves the right as its sole option, at any time upon Ninety (90) days written notice to LESSEE, to terminate this lease. In the event of termination pursuant to this provision, PARKS will refund to LESSEE any unused portion of an advanced payment made by LESSEE.

F. LESSEE understands that a State of Nevada grazing lease is a privilege and that livestock grazing is a management tool for the issuing agency. If livestock grazing is not beneficial to the leased property at any time, PARKS can elect not to re-offer the grazing lease or terminate under section 6.A. above.

7. **PURPOSE:** The premises are leased solely for the pasturage and grazing of livestock and all activities normal and reasonable as incident thereto and no deviation or change of use shall be made unless and until first approved in writing by PARKS.

8. **FEES:** Lease fees were established through the bidding process for a total of **Enter Amount** Animal Unit Months (AUM's) at a bid of $ **Enter Monetary Amount** per AUM, or a total annual lease fee of $**Enter Total Amount**. This fee will be the minimum annual lease fee, regardless of the number of AUM's actually used by LESSEE each year, unless adjusted by PARKS as provided in other sections of this lease, or the lease is terminated. Should PARKS authorize any additional AUM's, as provided in other sections of this lease, they will be the same rate of $ **Enter Monetary Amount** per AUM. Payment for each year of the lease shall be paid in full by December 31st of each year of the lease.

Payment by check will be made payable to the DIVISION OF STATE PARKS and mailed or delivered to:

_____

_____

_____

In the event a payment is not made on or before the date schedule determined by the LESSEE and the park supervisor of that month, LESSEE shall pay to PARKS a late charge on said unpaid fee at the rate of one and one-half percent (1 ½%) per month from the due date thereof until the date of payment. Should any unusual or extenuating circumstances exist for not paying said fee on or before the due date herein provided, the administrator in its discretion may waive late charge on the unpaid fees.

OPTION IN LIEU PAYMENTS: At the option of PARKS, in lieu of cash rental, the LESSEE may furnish materials, fencing, services or equipment used in ranch operations to improve the leased area (upon advance written approval by PARKS).

9. **DEFINITION:**

Animal Unit Months (AUMs) are defined as:

.75 AUM = **ENTER DEFINITION**

1 AUM = **ENTER DEFINITION**

1.25 AUM = **ENTER DEFINITION**

1.5 AUM = **ENTER DEFINITION**

10. **REMEDIES:** Except as otherwise provided for by law or this lease, 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. The State may set off any award to lessee against any unpaid obligation of LESSEE to any State agency in accordance with NRS 353C.190.

11. **LIMITED LIABILITY:** The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Lease liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach are limited to actual damages and shall never exceed the remaining value attributable to the State's breach or the fiscal year in which the breach occurred Damages for any LESSEE breach

shall not exceed 150% of the lease maximum "not to exceed" value. LESSEE's tort liability shall not be limited.

12. **FORCE MAJEURE:** Neither party shall be deemed to be in violation of this lease if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the lease after the intervening cause ceases.

13. **INDEMNIFICATION:** To the fullest extent permitted by law, LESSEE 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 alleged negligent or willful acts or omissions of LESSEE, its officers, employees and agents.

14. **INSURANCE:** LESSEE will maintain insurance coverage as follows under (B) during the term of this lease:

A. **Loss or Partial Loss of Assets:** If the State of Nevada (Hereinafter referred to as STATE) property upon which the lessees grazes is rendered totally or partially unfit for the purposes for which this lease was entered into, whether by fire, flood, or other casualty, STATE may declare this lease terminated. STATE is not liable in any manner for any loss or damage suffered by LESSEE because of the occurrence of any of these events or conditions set forth in this paragraph. STATE and LESSEE hereby waive any rights each may have against the other for loss or damage to their respective property in which they may have an interest.

B. **Coverage**: The LESSEE shall, at the LESSEE's sole expense, procure, maintain and keep in force for the duration of the lease the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of the lease and shall continue in force as appropriate until the latter of:

1. Final acceptance by the State of the completion of this lease; or
2. Such time as the insurance is no longer required by the State under the terms of this lease.

Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from LESSEE. LESSEE's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, LESSEE shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the lease, an insurer or surety shall fail to comply with the requirements of this lease, as soon as LESSEE has knowledge of any such failure, LESSEE shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

Workers' Compensation and Employer's Liability Insurance

1) LESSEE shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.
2) Employer's Liability insurance with a minimum limit of $500,000 for each employee per accident for bodily injury by accident or disease. If this lease is for temporary or leased employees, an *Alternate Employer* endorsement must be attached to the LESSEE's workers' compensation insurance policy.
3) If the LESSEE qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the PARKS a fully executed "Affidavit of Rejection of Coverage Under NRS 616B627 and NRS 617.210" form.

Commercial General Liability Insurance

1) Minimum Limits required:

$ 2,000,000	General Aggregate
$ 1,000,000	Damage to leased/rented premises
$ 1,000,000	Personal and Advertising Injury
$ 1,000.000	Each Occurrence

2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent LESSEEs, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured lease (including the tort liability of another assumed in a business lease).

Business Automobile Liability Insurance

1) Minimum Limit required: $ 1,000,000 Each Occurrence for bodily injury and property damage.

Professional Liability Insurance

1) Minimum Limit required: $ N/A Each
2) Retroactive date: Prior to commencement of the performance of the lease
3) Discovery period: Three (3) years after termination date of lease.
4) A certified copy of this policy may be required.

Umbrella or Excess Liability Insurance

1) May be used to achieve the above minimum liability limits.
2) Shall be endorsed to state it is "As Broad as Primary Policy"

Commercial Crime Insurance

Minimum Limit required: $ 100,000 Per Loss for Employee Dishonesty

This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

Performance Security

Amount required: $ N/A

1) Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the State of Nevada, only.
2) The security shall be deposited with the PARKS no later than ten (10) working days following award of the Lease to LESSEE.
3) Upon successful Lease completion, the security and all interest earned, if any, shall be returned to the LESSEE.

General Requirements:

A. Additional Insured: By endorsement to the LESSEE's commercial general liability policy, *The State of Nevada, its Division of State Parks, its officers, employees, and immune contractors* as defined in NRS 41.0307 shall be named as additional insured's for all liability claims and demands arising from the concessionaires use of the premises or arising out of its management and operation of the concession.

B. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

C. Cross-Liability: All required liability policies shall provide cross-liability coverage as be achieve under the standard ISO separation of insureds clause.

D. Deductibles and Self-Insured Retentions: Insurance maintained by LESSEE shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve LESSEE from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000 per occurrence, unless otherwise approved by the Risk Management Division.

E. Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the State of Nevada, c/o Nevada State Parks, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to Nevada Division of State Parks, 901 S. Stewart St., Ste. 5005, Carson City, NV 89701.

F. Approved Insurer: Each insurance policy shall be:

1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
2) Currently rated by A.M. Best as "A- VII" or better.

Evidence of Insurance:

Prior to the start of any Work, LESSEE must provide the following documents to PARKS:

1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State as evidence of the insurance policies and coverage required of the LESSEE.

2) Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) , signed by an authorized insurance company representative, **must** be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, Subsection a above and *must* include the following language; ***The State of Nevada, Division of State Parks, Department of Conservation and Natural Resources, its officers, employees and agents shall be an Additional Insured on the General Liability under the terms of the insurance required***.

3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by LESSEE. Neither approval by the State nor failure to disapprove the insurance furnished by LESSEE shall relieve LESSEE of LESSEE's full responsibility to provide the insurance required by this lease. Compliance with the insurance requirements of this lease shall not limit the liability of LESSEE or its sub-LESSEEs, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this lease or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.
Mail all required insurance documents to Nevada State Parks at 901 S. Stewart St., Ste. 5005, Carson City, NV 89701-5248.

15. **BUSINESS LICENSE:** All contracts require a Nevada business license (NBL) in good standing with the Secretary of State's business requirements. The NBL must be carried through the length of the contract.

16. **MANAGEMENT PLAN:** If necessary, the plan may be interpreted or modified due to conditions including but not limited to weather, forage conditions, pasture conditions, and construction. All decisions from the park supervisor or regional manager are binding on the LESSEE. Changes in turnout dates, AUM's or rotation schedules will be discussed with and approved by the LESSOR, in writing, prior to making modifications. Increases in stocking rates that are justified by forage conditions must be agreed to by both LESSEE and LESSOR in writing.

17. **TURN-OUT DATE:** LESSEE agrees to begin movement of livestock onto pastures each year at times to be coordinated with the park supervisor and/or regional manager under guidance of the recommendations set forth in the Management Plan and the condition of pastures.

18. **LIVESTOCK MOVEMENT:** LESSEE agrees further that the park supervisor and/or regional manager will be given a minimum TWO (2) days advance notice when moving livestock. LESSEE is required to abide by NRS Chapter 565 regarding brand inspection, including the provisions for inspection regarding out of state livestock (NRS 565.090), and will record the number of livestock, in/out dates and totals for each season at a place designated by the park supervisor; so that both parties will have a true and correct count. If requested by the park supervisor, the LESSEE will provide a record of brand inspection when the livestock are brought upon the property.

19. **PROBLEMS:** LESSEE agrees to keep in contact with the park supervisor or designee to discuss any problems that may develop.

20. **HEALTH OF LIVESTOCK:** All animals grazing upon the premises must be disease free. PARKS reserves the right to require a veterinarian's inspection and certificate concerning any and all such animals at any time and at LESSEE'S sole expense. All horses will be vaccinated against West Nile Virus.

21. **SICK OR DEAD LIVESTOCK:** PARKS will not be liable for sickness or death of any livestock. LESSEE agrees to furnish his own equipment for removal of dead animals and animal parts to a location determined by the park supervisor and/or regional manager. PARKS agrees to dig a burial pit for said animals within two (2) days if equipment is available. LESSEE will be required to cover animal burials with soil or chemicals.

22. **FENCES:** LESSEE will maintain interiorexterior property line fences and gates in good repair. LESSEE will promptly repair fences damaged by livestock, furnishing material and labor needed to make repairs. Repairs completed by LESSEE must be equal to standard fence repair and approved by park supervisor. In the event of major damage outside of the control of LESSEE, repairs will be shared by both PARKS and LESSEE. LESSEE is to furnish to PARKS records, cost figures and receipts of any repairs made.

23. **CONDITION OF IMPROVEMENTS:** PARKS makes no warranty as to the condition of the park's ditches, canals, fences, corrals, or other equipment, fixtures, improvements appurtenant to the grazing property. PARKS also makes no warranty as to the quantity or quality of available stock water or water that sub-irrigates the pastures.

24. **CARE OF LIVESTOCK:** LESSEE will furnish all items needed by livestock, including but not limited to salt licks, oilers for flies, and any veterinary care.

25. **STRAYS:** LESSEE will take every reasonable step to prevent animals from straying upon adjoining properties. Lessee will take all responsibility for damages caused by or incurred by livestock straying on to adjoining property and will repair or rectify all damages to adjoining property.

26. **PERSONAL PROPERTY TAXES:** PARKS shall have no responsibility or liability to pay any personal property taxes because of any personal property brought upon or used in connection with this lease, and LESSEE will indemnify PARKS there from, should such taxes at any time be assessed.

27. **PARK RULES:** LESSEE agrees to abide by all of the rules and regulations of the U.S. Fish and Wildlife Service and the DIVISION OF STATE PARKS per NAC chapter 407.

28. **ACCESS:** Nothing contained herein shall be construed to preclude PARKS, its agents and employees, from enjoying full access to all areas of the Park including the grazing lease, for proper management of all recreation and wildlife activities and the construction, repair, and supervision of improvements and facilities utilized for such activities.

29. **LIMITED PUBLIC ACCESS:** The State of Nevada will take all reasonable precautions against the disturbance or harming of livestock, but shall not be held liable in any way for any loss to LESSEE, his agents, or assigns, or employees, occurring by theft, accident, acts of God, or in any other manner.

30. **ASSIGNMENT:** LESSEE may assign or sublet this grazing lease with prior written consent of PARKS.

31. **IMPROVEMENTS:** At the expiration or termination of this lease, all improvements made and/or installed on the area by LESSEE shall become property of PARKS.

32. **REMOVAL OF EQUIPMENT AND LIVESTOCK:** At the expiration of the terms and conditions of this grazing lease, and in the absence of another lease agreement being entered into between parties hereto, LESSEE will surrender and give up the premises to PARKS or its successor in interest, and shall remove without delay all livestock, equipment and other property belonging to LESSEE.

33. **COMPLIANCE WITH LEGAL OBLIGATIONS:** LESSEE shall procure and maintain for the duration of this lease any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by LESSEE to provide the goods or services required by this Lease. LESSEE will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of LESSEE in accordance with NRS 361.157 and 361.159. LESSEE agrees to be responsible for payment of any such government obligations not paid by its SUBLESSEEs during performance of this lease. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

34. **WAIVER OF BREACH:** Failure to declare a breach or the actual waiver of any particular breach of the lease or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

35. **SEVERABILITY:** If any provision contained in this lease is held to be unenforceable by a court of law or equity, this lease shall be construed as if such provision did not exist and

the non-enforceability of such provision shall not be held to render any other provision or provisions of this lease unenforceable.

36. **ASSIGNMENT/DELEGATION:** To the extent that any assignment of any right under this lease changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this lease, attempts to operate as an ovation, or includes a waiver or abrogation of any defense to payment to State, such offending portion of the assignment shall be void, and shall be a breach of this Lease. LESSEE shall neither assign, transfer nor delegate any rights, obligations or duties under this lease without the prior written consent of the State.

37. **PUBLIC RECORDS:** Pursuant to NRS 239.010, information or documents received from LESSEE may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. LESSEE may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that LESSEE thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

38. **CONFIDENTIALITY:** LESSEE shall keep confidential all information, in whatever form, produced, prepared, observed or received by LESSEE to the extent that such information is confidential by law or otherwise required by this lease.

39. **PROPER AUTHORITY:** The parties hereto represent and warrant that the person executing this Lease on behalf of each party has full power and authority to enter into this Lease. LESSEE acknowledges that as required by statute or regulation this Lease is effective only after approval by the State Board of Examiners and only for the period of time specified in the lease. Any services performed by LESSEE before this lease is effective or after it ceases to be effective are performed at the sole risk of LESSEE.

40. **GOVERNING LAW; JURISDICTION:** This lease and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-interest that would require the application of the law of any other jurisdiction. LESSEE consents to the jurisdiction of the Nevada district courts for enforcement of this Lease.

41. **ENTIRE LEASE AND MODIFICATION:** This lease and its integrated attachment(s) and exhibits constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations,

discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this lease specifically displays a mutual intent to amend a particular part of this lease, general conflicts in language between any such attachment and this lease shall be construed consistent with the terms of this lease. Unless otherwise expressly authorized by the terms of this lease, no modification or amendment to this Lease shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have subscribed this LEASE AGREEMENT on the day and year first above written.

STATE OF NEVADA
Division of State Lands

By:_____
Administrator, Ex-Officio State Land Registrar

Date:_____

LESSEE:

By_____

Date:_____

STATE OF NEVADA)
:ss
CARSON CITY)

On _____, _____, personally appeared before me, a notary public, _____, Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that he executed the above Instrument.

_____
NOTARY PUBLIC

APPROVED:

Division of State Parks

By:_____
Administrator, _____

Date:_____

APPROVED as to Form:

Attorney General

By:_____
Deputy Attorney General for State Lands

Date:_____

BOARD OF EXAMINERS:

By:_____

Date:_____

APPROVED as to Form:
Attorney General

By:_____
Deputy Attorney General for State Parks

Date:_____

ATTACHMENT A – **EXAMPLE/SAMPLE**

NAME OF LEASE

PASTURE MANAGEMENT PLAN

Nevada State Parks leases approximately 1,570 acres from the U.S. Fish and Wildlife Service (USF&WS) north of the Carson River directly east of Fort Churchill State Park. The primary goal of this lease is to maintain existing wildlife habitat and prevent the spread of noxious and nuisance weeds to adjacent State owned property. This property is leased on a year to year basis from the USF&WS.

Grazing management

Nevada Division of State Parks intends to manage the area for multiple purposes including agricultural production for the purpose of creating and maintaining wildlife habitat, noxious weed control and fire fuels reduction. As this area is managed as a refuge, recreational uses are not included in the plan. With this management concept in mind, the pasture should be leased for a maximum of #### A.U.M.'s. Turnout date will be between _____and _____depending on conditions. On years of early spring green-up, the livestock should be turned out on the DATE and conversely on late winters the stock shall be turned out on approximately DATE. The DATE on average years would give the slower starting forage species a time to grow before grazing impact. Pasture rotation will be left up to the Leasee. Generally the rotation should be faster in the spring and slower towards the fall. After freezing becomes consistent, all the gates could be opened to let livestock have free choice.

Irrigation

The majority of the pasture needs to be irrigated about every 20 days during the cool part of the growing season: _____ to _____ and _____ to_____ . During the period of peak consumptive use (June 15th through September 15th) the area needs to be irrigated approximately every 15 days. This frequency is based on the soils ability to hold water and the amount of water the plants use. These numbers should be used as a guide. Irrigation frequency on planted crops is best left to the permittee. Frequency will be determined by age of stand, rotation schedule, availability of water, etc.

Weed Control

Perennial Pepperweed has expanded rapidly along the Carson River Corridor and is prevalent on the North Ghiglia. This weed and other noxious weeds outcompete both native vegetation and crops threatening not only agriculture, but wildlife habitat and water quality. It is recommended that these areas be integrated pest management practices be utilized. These include selective crops, grazing, chemical applications (permission is required from the USF&WS prior to use) and reseeding treated areas.

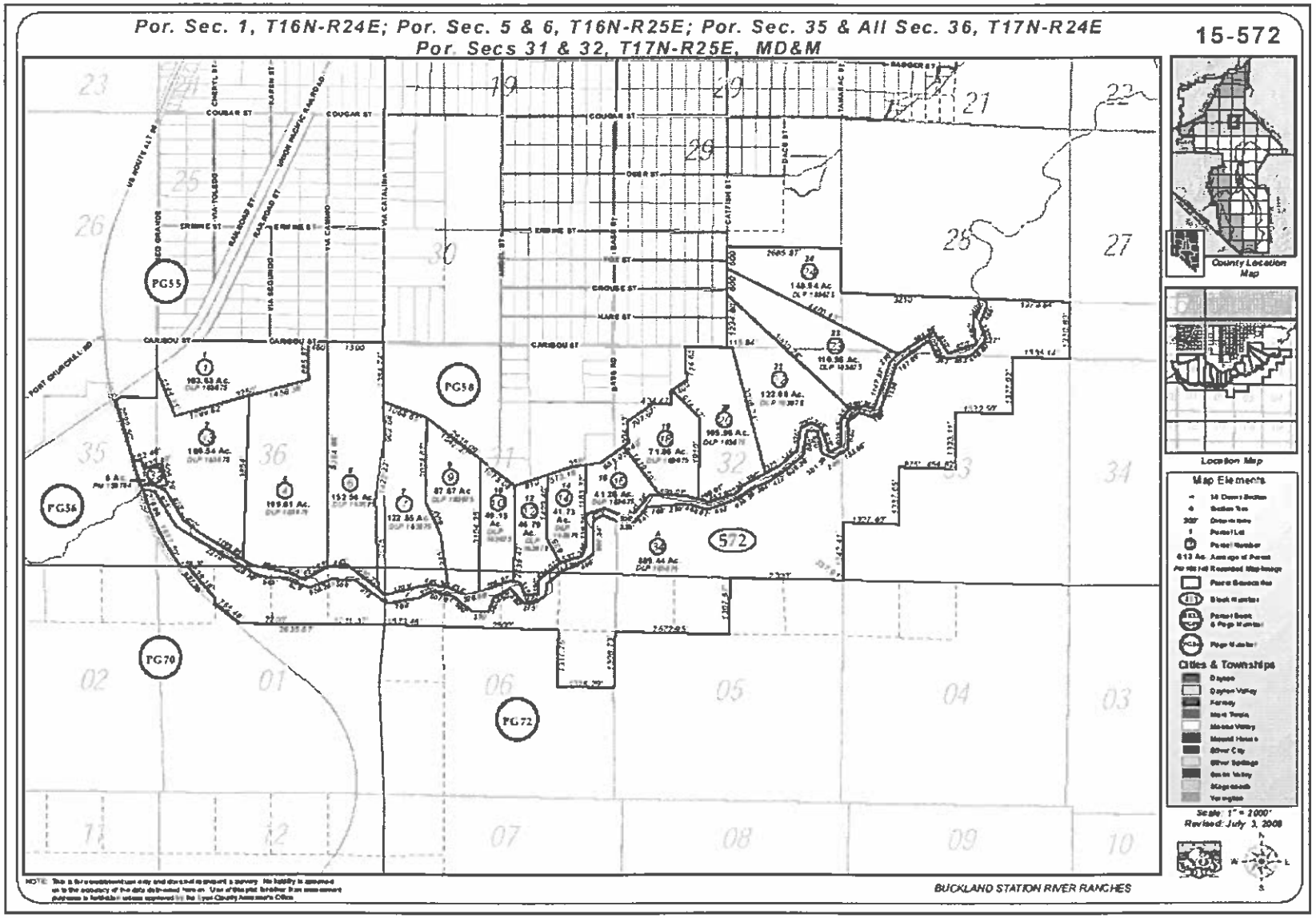

EXHIBIT A
North Ghiglia Ranch Boundary Map

Enter Location & Parcel Number(s)

GRAZING LEASE

Insert Name

IN ACCORDANCE with NRS 322.050, 322.075, and NRS 407.065 1(c) and in consideration of the provisions contained herein, this lease, made and entered into on **ENTER DATE**, by and between the STATE OF NEVADA, acting by and through the DIVISION OF STATE LANDS, for and on behalf of the DIVISION OF STATE PARKS, hereinafter referred to as PARKS, and **NAME OF LESSEE**, hereinafter referred to as LESSEE.

WITNESSETH:

WHEREAS, NRS 322.010 authorizes the Administrator of the DIVISION OF STATE LANDS to enter into Lease agreements on behalf of agencies for which the title to real property is held, and;

WHEREAS, NRS 407.065 authorizes the Administrator of the DIVISION OF STATE PARKS to allow multiple use of state parks including grazing as long as the use is in furtherance of the purposes of the park, and;

FOR AND IN CONSIDERATION of the mutual covenants of the parties hereinafter stated, to be kept and performed, and for and in consideration of the rentals reserved and stated herein, the parties hereto agree as follows:

PARKS agrees to lease to LESSEE the grazing rights to pastures identified in **EXHIBIT A** and consisting of approximately **ENTER TOTAL NUMBER OF ACRES** acres located **ENTER LOCATION** County, Nevada. The grazing rights and pasturage herein granted, does not constitute the granting of a leasehold in the real property to LESSEE. The use of the term "lease" herein refers solely to grazing rights and pasturage for livestock.

1. **INCORPORATED DOCUMENTS**: The parties agree that the scope of work and grazing rights to pastures shall be specifically described; this lease incorporates the following attachments in descending order of constructive precedence; a LESSEE 's attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this lease:

ATTACHMENT A:	STATE SOLICITATION
ATTACHMENT B:	LESSEE 'S RESPONSE
ATTACHMENT C:	SCOPE OF WORK - MANAGEMENT PLAN
EXHIBIT A	PASTURE BOUNDARY MAP

2. **TERM:** The term of this grazing Lease shall be for ONE (1) GRAZING SEASON from **Enter Start Date** to **Enter Ending Date**. Four (4) additional terms of one year each may also be entered into upon application in writing by the lessee three (3) months prior to the termination of the first one year term and, if necessary, three (3) months prior to the termination of the first one year extension. Any renewal thereafter shall be at the sole option of PARKS.

3. **NOTICE:** All notices or other communications required or permitted to be given under this lease shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

4. **ASSENT:** The parties agree that the terms and conditions listed on incorporated attachments of this lease are also specifically a part of this lease and are limited only by their respective order of precedence and any limitations specified.

5. **INSPECTION & AUDIT:**

A. Books and Records. LESSEE agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

B. Inspection & Audit. LESSEE agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of LESSEE or its SUBLESSEE's including financial statements and supporting documentation, and documentation related to the operations of the lease shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of LESSEE where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners.

C. Period of Retention. All books, records, reports, and statements relevant to this lease must be retained a minimum three years and for five years if any federal funds are used in the lease. The retention period runs from the date of termination of the lease. Retention time shall be extended when an audit is scheduled or in progress for a period

reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

6. **LEASE TERMINATION:**

A. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this lease may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause. If the State is unable to renew their lease of the said property from U.S. Fish and Wildlife Service, this lease may be terminated (if applicable).

B. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This lease may be terminated by either party with written notice of default or breach to the other party as follows:

i. If LESSEE fails to provide or satisfactorily perform any of the conditions, or services called for by this lease within the time requirements specified in this lease or within any granted extension of those time requirements; or

ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by LESSEE to comply with any requirements of this lease is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

iii. If LESSEE becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the State materially breaches any material duty under this lease and any such breach impairs LESSEE's ability to perform; or

vi. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by LESSEE, or any agent or representative of LESSEE, to any officer or employee of the State of Nevada with a view toward securing a lease or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such lease; or

vii. If it is found by the State that LESSEE has failed to disclose any material conflict of interest relative to the performance of this lease.

C. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (3), and the

subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

D. Winding Up Affairs Upon Termination. In the event of termination of this lease 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 lease. 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. LESSEE shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by PARKS;

iii. LESSEE shall execute any documents and take any actions necessary to effectuate an assignment of this lease if so requested by PARKS;

E. PARKS reserves the right as its sole option, at any time upon Ninety (90) days written notice to LESSEE, to terminate this lease. In the event of termination pursuant to this provision, PARKS will refund to LESSEE any unused portion of an advanced payment made by LESSEE.

F. LESSEE understands that a State of Nevada grazing lease is a privilege and that livestock grazing is a management tool for the issuing agency. If livestock grazing is not beneficial to the leased property at any time, PARKS can elect not to re-offer the grazing lease or terminate under section 6.A. above.

7. **PURPOSE:** The premises are leased solely for the pasturage and grazing of livestock and all activities normal and reasonable as incident thereto and no deviation or change of use shall be made unless and until first approved in writing by PARKS.

8. **FEES:** Lease fees were established through the bidding process for a total of **Enter Amount** Animal Unit Months (AUM's) at a bid of $ **Enter Monetary Amount** per AUM, or a total annual lease fee of $**Enter Total Amount**. This fee will be the minimum annual lease fee, regardless of the number of AUM's actually used by LESSEE each year, unless adjusted by PARKS as provided in other sections of this lease, or the lease is terminated. Should PARKS authorize any additional AUM's, as provided in other sections of this lease, they will be the same rate of $ **Enter Monetary Amount** per

AUM. Payment for each year of the lease shall be paid in full by December 31st of each year of the lease.

Payment by check will be made payable to the DIVISION OF STATE PARKS and mailed or delivered to:

_____

_____

_____

In the event a payment is not made on or before the date schedule determined by the LESSEE and the park supervisor of that month, LESSEE shall pay to PARKS a late charge on said unpaid fee at the rate of one and one-half percent (1 ½%) per month from the due date thereof until the date of payment. Should any unusual or extenuating circumstances exist for not paying said fee on or before the due date herein provided, the administrator in its discretion may waive late charge on the unpaid fees.

OPTION IN LIEU PAYMENTS: At the option of PARKS, in lieu of cash rental, the LESSEE may furnish materials, fencing, services or equipment used in ranch operations to improve the leased area (upon advance written approval by PARKS).

9. **DEFINITION:**

Animal Unit Months (AUMs) are defined as:

.75 AUM = **ENTER DEFINITION**

1 AUM = **ENTER DEFINITION**

1.25 AUM = **ENTER DEFINITION**

1.5 AUM = **ENTER DEFINITION**

10. **REMEDIES:** Except as otherwise provided for by law or this lease, 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. The State may set off any award to lessee against any unpaid obligation of LESSEE to any State agency in accordance with NRS 353C.190.

11. **LIMITED LIABILITY:** The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Lease liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach are limited to actual damages and shall never exceed the remaining value attributable to the State's breach or the fiscal year in which the breach occurred Damages for any LESSEE breach

shall not exceed 150% of the lease maximum "not to exceed" value. LESSEE's tort liability shall not be limited.

12. **FORCE MAJEURE:** Neither party shall be deemed to be in violation of this lease if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the lease after the intervening cause ceases.

13. **INDEMNIFICATION:** To the fullest extent permitted by law, LESSEE 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 alleged negligent or willful acts or omissions of LESSEE, its officers, employees and agents.

14. **INSURANCE:** LESSEE will maintain insurance coverage as follows under (B) during the term of this lease:

A. **Loss or Partial Loss of Assets:** If the State of Nevada (Hereinafter referred to as STATE) property upon which the lessees grazes is rendered totally or partially unfit for the purposes for which this lease was entered into, whether by fire, flood, or other casualty, STATE may declare this lease terminated. STATE is not liable in any manner for any loss or damage suffered by LESSEE because of the occurrence of any of these events or conditions set forth in this paragraph. STATE and LESSEE hereby waive any rights each may have against the other for loss or damage to their respective property in which they may have an interest.

B. **Coverage**: The LESSEE shall, at the LESSEE's sole expense, procure, maintain and keep in force for the duration of the lease the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of the lease and shall continue in force as appropriate until the latter of:

1. Final acceptance by the State of the completion of this lease; or
2. Such time as the insurance is no longer required by the State under the terms of this lease.

Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from LESSEE. LESSEE's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, LESSEE shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the lease, an insurer or surety shall fail to comply with the requirements of this lease, as soon as LESSEE has knowledge of any such failure, LESSEE shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

Workers' Compensation and Employer's Liability Insurance

1) LESSEE shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.
2) Employer's Liability insurance with a minimum limit of $500,000 for each employee per accident for bodily injury by accident or disease. If this lease is for temporary or leased employees, an *Alternate Employer* endorsement must be attached to the LESSEE's workers' compensation insurance policy.
3) If the LESSEE qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the PARKS a fully executed "Affidavit of Rejection of Coverage Under NRS 616B627 and NRS 617.210" form.

Commercial General Liability Insurance

1) Minimum Limits required:

$ 2,000,000	General Aggregate
$ 1,000,000	Damage to leased/rented premises
$ 1,000,000	Personal and Advertising Injury
$ 1,000.000	Each Occurrence

2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent LESSEEs, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured lease (including the tort liability of another assumed in a business lease).

Business Automobile Liability Insurance

1) Minimum Limit required: $ 1,000,000 Each Occurrence for bodily injury and property damage.

Professional Liability Insurance

1) Minimum Limit required: $ N/A Each
2) Retroactive date: Prior to commencement of the performance of the lease
3) Discovery period: Three (3) years after termination date of lease.
4) A certified copy of this policy may be required.

Umbrella or Excess Liability Insurance

1) May be used to achieve the above minimum liability limits.
2) Shall be endorsed to state it is "As Broad as Primary Policy"

Commercial Crime Insurance

Minimum Limit required: $ 100,000 Per Loss for Employee Dishonesty

This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

Performance Security

Amount required: $ N/A

1) Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the State of Nevada, only.
2) The security shall be deposited with the PARKS no later than ten (10) working days following award of the Lease to LESSEE.
3) Upon successful Lease completion, the security and all interest earned, if any, shall be returned to the LESSEE.

General Requirements:

A. Additional Insured: By endorsement to the LESSEE's commercial general liability policy, *The State of Nevada, its Division of State Parks, its officers, employees, and immune contractors* as defined in NRS 41.0307 shall be named as additional insured's for all liability claims and demands arising from the concessionaires use of the premises or arising out of its management and operation of the concession.

B. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

C. Cross-Liability: All required liability policies shall provide cross-liability coverage as be achieve under the standard ISO separation of insureds clause.

D. Deductibles and Self-Insured Retentions: Insurance maintained by LESSEE shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve LESSEE from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000 per occurrence, unless otherwise approved by the Risk Management Division.

E. Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the State of Nevada, c/o Nevada State Parks, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to Nevada Division of State Parks, 901 S. Stewart St., Ste. 5005, Carson City, NV 89701.

F. Approved Insurer: Each insurance policy shall be:

1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
2) Currently rated by A.M. Best as "A- VII" or better.

Evidence of Insurance:

Prior to the start of any Work, LESSEE must provide the following documents to PARKS;

1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State as evidence of the insurance policies and coverages required of the LESSEE.

2) Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) , signed by an authorized insurance company representative, **must** be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, Subsection a above and *must* include the following language; ***The State of Nevada, Division of State Parks, Department of Conservation and Natural Resources, its officers, employees and agents shall be an Additional Insured on the General Liability under the terms of the insurance required***.

3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by LESSEE. Neither approval by the State nor failure to disapprove the insurance furnished by LESSEE shall relieve LESSEE of LESSEE's full responsibility to provide the insurance required by this lease. Compliance with the insurance requirements of this lease shall not limit the liability of LESSEE or its sub-LESSEEs, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this lease or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.
Mail all required insurance documents to Nevada State Parks at 901 S. Stewart St., Ste. 5005, Carson City, NV 89701-5248.

15. **MANAGEMENT PLAN:** If necessary, the plan may be interpreted or modified due to conditions including but not limited to weather, forage conditions, pasture conditions, and construction. All decisions from the park supervisor or regional manager are binding on the LESSEE. Changes in turnout dates, AUM's or rotation schedules will be discussed with and approved by the LESSOR, in writing, prior to making modifications. Increases in stocking rates that are justified by forage conditions must be agreed to by both LESSEE and LESSOR in writing.
16. **TURN-OUT DATE:** LESSEE agrees to begin movement of livestock onto pastures each year at times to be coordinated with the park supervisor and/or regional manager under guidance of the recommendations set forth in the Management Plan and the condition of pastures.
17. **LIVESTOCK MOVEMENT:** LESSEE agrees further that the park supervisor and/or regional manager will be given a minimum TWO (2) days advance notice when moving livestock in or out of the pastures. LESSEE is required to abide by NRS Chapter 565 regarding brand inspection, including the provisions for inspection regarding out of state livestock (NRS 565.090), and will record the number of livestock, in/out dates and totals for each pasture at a place designated by the park supervisor; so that both parties will have a true and correct count. If requested by the park supervisor, the LESSEE will provide a record of brand inspection when the livestock are brought upon the property.
18. **PROBLEMS:** LESSEE agrees to keep in contact with the park supervisor or designee to discuss any problems that may develop.

19. **HEALTH OF LIVESTOCK:** All animals grazing upon the premises must be disease free. PARKS reserves the right to require a veterinarian's inspection and certificate concerning any and all such animals at any time and at LESSEE'S sole expense. All horses will be vaccinated against West Nile Virus.

20. **SICK OR DEAD LIVESTOCK:** PARKS will not be liable for sickness or death of any livestock. LESSEE agrees to furnish his own equipment for removal of dead animals and animal parts to a location determined by the park supervisor and/or regional manager. PARKS agrees to dig a burial pit for said animals within two (2) days. LESSEE will be required to cover animal burials with soil or chemicals.

21. **FENCES:** LESSEE will maintain exterior property line fences and gates in good repair. LESSEE will promptly repair fences damaged by livestock, furnishing material and labor needed to make repairs. Repairs completed by LESSEE must be equal to standard fence repair and approved by park supervisor. In the event of major damage outside of the control of LESSEE, repairs will be shared by both PARKS and LESSEE. LESSEE is to furnish to PARKS records, cost figures and receipts of any repairs made.

22. **CONDITION OF IMPROVEMENTS:** PARKS makes no warranty as to the condition of the park's ditches, canals, fences, corrals, or other equipment, fixtures, improvements appurtenant to the grazing property. PARKS also makes no warranty as to the quantity or quality of available stock water or water that sub-irrigates the pastures.

23. **CARE OF LIVESTOCK:** LESSEE will furnish all items needed by livestock, including but not limited to salt licks, oilers for flies, and any veterinary care.

24. **STRAYS:** LESSEE will take every reasonable step to prevent animals from straying upon adjoining properties. Lessee will take all responsibility for damages caused by or incurred by livestock straying on to adjoining property and will repair or rectify all damages to adjoining property.

25. **PERSONAL PROPERTY TAXES:** PARKS shall have no responsibility or liability to pay any personal property taxes because of any personal property brought upon or used in connection with this lease, and LESSEE will indemnify PARKS there from, should such taxes at any time be assessed.

26. **PARK RULES:** LESSEE agrees to abide by all of the rules and regulations of the U.S. Fish and Wildlife Service and the DIVISION OF STATE PARKS per NAC chapter 407.

27. **ACCESS:** Nothing contained herein shall be construed to preclude PARKS, its agents and employees, from enjoying full access to all areas of the Park including the grazing

lease, for proper management of all recreation and wildlife activities and the construction, repair, and supervision of improvements and facilities utilized for such activities.

28. **LIMITED PUBLIC ACCESS:** The State of Nevada will take all reasonable precautions against the disturbance or harming of livestock, but shall not be held liable in any way for any loss to LESSEE, his agents, or assigns, or employees, occurring by theft, accident, acts of God, or in any other manner.

29. **ASSIGNMENT:** LESSEE may assign or sublet this grazing lease with prior written consent of PARKS.

30. **IMPROVEMENTS:** At the expiration or termination of this lease, all improvements made and/or installed on the area by LESSEE shall become property of PARKS.

31. **REMOVAL OF EQUIPMENT AND LIVESTOCK:** At the expiration of the terms and conditions of this grazing lease, and in the absence of another lease agreement being entered into between parties hereto, LESSEE will surrender and give up the premises to PARKS or its successor in interest, and shall remove without delay all livestock, equipment and other property belonging to LESSEE.

32. **COMPLIANCE WITH LEGAL OBLIGATIONS:** LESSEE shall procure and maintain for the duration of this lease any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by LESSEE to provide the goods or services required by this Lease. LESSEE will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of LESSEE in accordance with NRS 361.157 and 361.159. LESSEE agrees to be responsible for payment of any such government obligations not paid by its SUBLESSEEs during performance of this lease. The State may set-off against any award against the State any delinquent government obligation in accordance with NRS 353C.190.

33. **WAIVER OF BREACH:** Failure to declare a breach or the actual waiver of any particular breach of the lease or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

34. **SEVERABILITY:** If any provision contained in this lease is held to be unenforceable by a court of law or equity, this lease shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this lease unenforceable.

35. **ASSIGNMENT/DELEGATION:** To the extent that any assignment of any right under this lease changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this lease, attempts to operate as an ovation, or includes a waiver or abrogation of any defense to payment to State, such offending portion of the assignment shall be void, and shall be a breach of this Lease. LESSEE shall neither assign, transfer nor delegate any rights, obligations or duties under this lease without the prior written consent of the State.

36. **PUBLIC RECORDS:** Pursuant to NRS 239.010, information or documents received from LESSEE may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. LESSEE may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that LESSEE thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

37. **CONFIDENTIALITY:** LESSEE shall keep confidential all information, in whatever form, produced, prepared, observed or received by LESSEE to the extent that such information is confidential by law or otherwise required by this lease.

38. **PROPER AUTHORITY:** The parties hereto represent and warrant that the person executing this Lease on behalf of each party has full power and authority to enter into this Lease. LESSEE acknowledges that as required by statute or regulation this Lease is effective only after approval by the State Board of Examiners and only for the period of time specified in the lease. Any services performed by LESSEE before this lease is effective or after it ceases to be effective are performed at the sole risk of LESSEE.

39. **GOVERNING LAW; JURISDICTION:** This lease and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-interest that would require the application of the law of any other jurisdiction. LESSEE consents to the jurisdiction of the Nevada district courts for enforcement of this Lease.

40. **ENTIRE LEASE AND MODIFICATION:** This lease and its integrated attachment(s) and exhibits constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the

subject matter hereof. Unless an integrated attachment to this lease specifically displays a mutual intent to amend a particular part of this lease, general conflicts in language between any such attachment and this lease shall be construed consistent with the terms of this lease. Unless otherwise expressly authorized by the terms of this lease, no modification or amendment to this Lease shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have subscribed this LEASE AGREEMENT on the day and year first above written.

STATE OF NEVADA
Division of State Lands

By:_____
Administrator, Ex-Officio State Land Registrar

Date:_____

LESSEE:

By_____

Date:_____

STATE OF NEVADA)
:ss
CARSON CITY)

On _____, _____, personally appeared before me, a notary public, _____, Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that he executed the above Instrument.

_____
NOTARY PUBLIC

APPROVED:

Division of State Parks

By:_____
Administrator, David K. Morrow

Date:_____

APPROVED as to Form:

Attorney General

By:_____
Deputy Attorney General for State Lands

Date:_____

BOARD OF EXAMINERS:

By:_____

Date:_____

APPROVED as to Form:
Attorney General

By:_____
Deputy Attorney General for State Parks

Date:_____

AGENCY/REGION LETTERHEAD ONLY

Date

Lease Holder
Address

Dear (Lease Holder):

Your payment for the lease you hold with Nevada Division of State Parks has not been received by the contracted due date. Terms of your lease should be reviewed by you and the appropriate payment, including any late fees required, must be submitted to the designated Nevada Division of State Park office within ten days from the date of this letter. Any questions pertaining to payment schedules should be discussed with designated park staff and will be handled within the parameters of your lease agreement.

Billing Information

Fees required for: _____

Amount due: _____ Date Due: _____

Late fees: _____

Total due: _____

Sincerely,

Park Supervisor, Regional Manager or Contract Manager

Attachment C

GRAZING LEASE EXPENDITURE REQUEST

TO: Regional Manager, Deputy Administrator or Administrator

FROM: Park Supervisor, _____

DATE: _____

Item(s) _____

Justification:

Approved _____ **Disapproved** _____ **Date** _____

Approved _____ **Disapproved** _____ **Date** _____

All expenditures must be pre-approved per Policy #00-7.