



**KINGSBURY GENERAL IMPROVEMENT DISTRICT BOARD OF TRUSTEES
SPECIAL MEETING NOTICE AND AGENDA
PROTEST HEARING OF AWARD OF SNOW REMOVAL CONTRACT
TUESDAY, SEPTEMBER 23, 2025 9:00 a.m.
AGENDA**

A special meeting of the Kingsbury General Improvement District Board of Trustees shall be held Tuesday September 23, 2025, at the district office (160 Pine Ridge Drive, Stateline, NV, 89449), commencing at 9:00 a.m. The agenda and supporting material are available on the district website www.kgid.org under News & Notices. Copies of this agenda were posted 3 business days prior to the meeting at: The District Office, Stateline Post Office, Zephyr Cove Post Office, and Douglas County Lake Tahoe Administration Building.

Electronic copies of the agenda and supporting materials are also available at the following website: • State of Nevada Public Notices website: <https://notice.nv.gov/>

Remote attendance is welcomed. To offer public comment prior to the meeting, individuals may submit comments using the drop box located at the district office entrance, or email to the District Secretary.

- To provide public comment or attend the meeting by phone, **(669) 900-9128** - ID code **775-588-3548** passcode **5883548**. Although the phone line accommodates multiple callers, should you receive a busy signal, please call back.
- Public comments are limited to three minutes and occurs at the beginning and end of the meeting.

Join the meeting using the link below via Zoom:

<https://us02web.zoom.us/j/7755883548?pwd=UnF2YzBxb05Ya0pjWjRCNUNEMUFVZz09&omn=81157577568>

Meeting ID: 775 588 3548 Passcode: 5883548

MISSION STATEMENT

As a team, our employees and the Board of Trustees provide water and sewer service, maintain roads and drainage systems for the benefit of our customers using modern business systems in an efficient courteous, and accountable manner which surpass standards set for public health, safety, and the environment.

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the district by calling 775-588-3548 at least one day in advance of the meeting.

ALL MATTERS ON THE BOARD AGENDA ARE SCHEDULED WITH POSSIBLE BOARD ACTION

AGENDA

9:00 A.M.

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Public Comment**

During this public comment period, the public may make comments on any matter indicated within this notice for possible action. Public comment will NOT be permitted during the Board's consideration of individual action items. Please limit your comments to three minutes. Nevada Open Meeting Law (NRS 241.034) prohibits action on items not listed on the agenda.

- 5. Approval of Agenda: For Possible Action:** Items on the agenda may be taken out of order; two or more agenda items may be combined for consideration; and items may be removed from the agenda or discussion relating thereto delayed at any time.

NEW BUSINESS

- 6. For Discussion and Possible Action:** Manchester Enterprises Inc. Protest Hearing of Award of Snow Removal Contract to Lopez Snow Removal.
- 7. For Discussion and Possible Action:** Award of Snow Removal Contract. This item shall not be entertained if the Board of Trustees sustains any protest considered during the prior agenda item.
- 8. Final Public Comment:** The public may utilize this period to make comments on any matter pertinent to the district and not related to items indicated for action within this notice.
- 9. For Possible Action; Adjournment**

**KINGSBURY GENERAL IMPROVEMENT DISTRICT
AGENDA ITEM # 6**

**TITLE: MANCHESTER ENTERPRISES INC. PROTEST HEARING OF AWARD OF
SNOW REMOVAL CONTRACT TO LOPEZ SNOW REMOVAL**

For Discussion and Possible Action: Board Response to Manchester's Protest Elements

MEETING DATE: 23 September 2025

PREPARED BY: Derek Dornbrook, General Manager

RECOMMENDED ACTION: That the KGID Board of Trustees respond to the four protest elements and offer rebuttals as appropriate to defend the award of the snow removal contract to Lopez Snow Removal.

BACKGROUND INFORMATION:

The District's current snow removal contract expires on September 30, 2025. To secure a new agreement, the District issued a Request for Proposals (RFP) on July 28, 2025. The RFP was advertised in local newspapers, posted on the District's website, and distributed to potential proposers. Three timely and response proposals were received respectively from Manchester Enterprises Inc., Lopez Snow Removal, and Colbre Grading and Paving. Proposals were opened on August 21, 2025, and evaluated by the Board during a Special Meeting held August 27, 2025. Following discussion, and evaluation the Board voted 3-2 to award the contract to Lopez Snow Removal. Manchester Enterprises Inc. issued a Notice of Protest of Contract Award for RFP on September 11, 2025. A Protest Hearing to consider the Notice was scheduled for September 23, 2025.

INCLUDED:

- A. Exhibit A, Manchester Notice of Protest of Contract Award for RFP
- B. Exhibit B, KGID Protest Acknowledgement Letter with Certificate of Receipt
- C. Exhibit C, Request for Proposal Documents
- D. Exhibit D, Manchester Proposal
- E. Exhibit E, Lopez Snow Removal Proposal
- F. Exhibit F, Board of Trustees' Scored Evaluation Matrix Forms
- G. Exhibit G, Lopez Home Enterprises LLC Nevada Business License Information
- H. Exhibit H, Lopez Snow Removal Certificate of Business: Fictitious Firm Name
- I. Exhibit I, KGID email Informing Manchester of date and time of Protest Hearing
- J. Exhibit J, Email from State of Nevada Contractor's Board to Chuck Zumpft
- K. Exhibit K, Lopez Snow Removal Response to Manchester Notice of Protest

Fund impacted by above action:

- () All Funds () Not a Budget Item

- | | |
|---|---|
| <input type="checkbox"/> Water Fund | <input type="checkbox"/> Sewer Fund |
| <input type="checkbox"/> General Fund | <input checked="" type="checkbox"/> Snow Removal Fund |
| <input type="checkbox"/> Not Budgeted for | <input type="checkbox"/> Emergency Spending |

SEP 11 2025

Initial: BQ

Manchester Ent. Inc.

PO Box 2275, Stateline, NV 89449 (775)588-2842

September 11, 2025

Kingsbury General Improvement District

P.O. Box 2220

Stateline, NV 89449

Sent via email to: Judy@kgid.org; derek@kgid.org;

Hand Delivered to KGID

**Re: Notice of Protest of Contract Award for RFP – Snow Removal Services Kingsbury
General Improvement District**

Dear Derek and Judy and To Whom This May Concern:

This letter serves as our formal notice of Protest regarding the contract award for the above-referenced solicitation. Our company, Manchester Enterprises, Inc., was an unsuccessful bidder for this contract. We are submitting this protest in accordance with and NRS 332.068. Please note, that there was no protest procedures outlined in the solicitation documents. (Solicitation requirements NRS 332.043(4)).

We protest the award to Lopez Snow Removal on the following grounds:

1. The evaluation criteria was not applied as stated in the solicitation, as evidenced by the purchasing agency's waiver to the criteria number 1 - Relevant Experience and criteria number 5 -Performance Record as stated in proposal matrix.

2. The purchasing agency failed to follow the guidelines of NRS 332.065 (c) (3) The experience of the bidder, it was stated by the board members "if we don't give them the experience, then how will they get it.". NRS 332.065 (e) Past performance. NRS 332.065 (i) The best interests of the public. The roads to be plowed and sanded are publicly owned and operated roads. The public needs these roads to be cleared of snow and sanded so that they can safely utilize them to drive around. Snow removal is therefore necessary to keep publicly-owned or operated property in a "safe and continuously usable condition" for which they have been designed. Unless an exception applies, the snow removal is public work because it constitutes "maintenance". (*Department of Industrial Relations Public Works Case No. 2019-016 Snow Removal*). Is there enough time to properly train a new company on 22 miles of public road.

3. Vague and ambiguous RFP, the RFP did not mention the need to store salt and sanding materials nor the sanding requirements, it did not include mention clearing of bus routes, or liability issue of why the fire hydrants need to be cleared within 24 hours.

4. Bias or Unequal Treatment in no place does the RFP state KGID would provide yard space for equipment or sand storage to the winning bidder or that it was an option to have storage space with KGID, during the board meeting it was mentioned that it was offered to Lopez Snow Removal.

Based on the grounds stated above, we request the following corrective action:

1. A re-evaluation of all submitted bids in compliance with the stated requirement and adherence to the scoring matrix that was provided.
2. The cancellation of the contract award to Lopez Snow Removal.
3. Awarding the contract to our company, should a re-evaluation demonstrate that we are the lowest responsive and responsible bidder.
4. Re-classification of this contract be considered to Public Works and not a service.

As required by Nevada Law for certain local government contracts, please provide the necessary information for submitting the mandatory bond/security deposit, which is 25% of the total contract value. Please contact Charlena Manchester at 775-742-3876, with further instructions. We look forward to your prompt response.

Sincerely,



Charlena Manchester

Secretary/ Treasurer of Manchester Enterprises, INC



P.O. Box 2220, Stateline, Nevada 89449

September 12, 2025
Manchester Enterprises, Inc.
P.O. Box 2275
Stateline, NV 89449

Re: Notice of Protest – Snow Removal Services Contract Award

Dear Ms. Manchester,

This letter acknowledges receipt of your Notice of Protest regarding the award of the Kingsbury General Improvement District's (KGID) contract for snow removal services.

Pursuant to NRS 332.068(3), the governing body may require that a protest be perfected by submitting a bond or other approved security in the amount of 25% of the total bid. Based on your bid of \$500,000, the required amount is \$125,000.

Please submit the required bond or equivalent security within 10 calendar days from the date of this letter to one of the following addresses:

- Physical: KGID Business Office, 160 Pine Ridge Drive, Stateline, NV 89449
- Mailing: P.O. Box 2220, Stateline, NV 89449

Failure to submit the required bond or security within this timeframe will constitute a withdrawal of your protest. If the bond or security is received timely, the matter will be scheduled for consideration by the KGID Board at a public meeting in accordance with law.

Sincerely,

Derek Dornbrook
General Manager
Kingsbury General Improvement District

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Manchester Enterprises, Inc.
P.O. Box 2275
Stateline, NV 89449

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Barb P. [Signature] ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

SEP 15 2025

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number 7009-3410-0002-2982-7192
(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



Initial: _____

SEP 17 2025

RECEIVED

Stateline, NV 89449

P.O. Box 2220

Kingsbury General Improvement District

• Sender: Please print your name, address, and ZIP+4 in this box •

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10



16 SEP 2025 AM 11

RENO NV 894

UNITED STATES POSTAL SERVICE

REQUEST FOR PROPOSALS (RFP):



Snow Removal Services Kingsbury General Improvement District

Date Issued:

July 26, 2025

REQUEST FOR PROPOSALS

A. INTRODUCTION

Kingsbury General Improvement District (KGID) is soliciting proposals from qualified contractors to provide professional snow removal services on approximately 22 miles of KGID-maintained streets within its jurisdiction. Kingsbury Grade (SR 207) is maintained by the Nevada Department of Transportation and is excluded from this RFP.

The selected vendor must enter into KGID's Professional Services Agreement.

This RFP is issued pursuant to **NRS Chapter 332.**, and the resulting contract will be awarded to the **lowest responsive and responsible proposer** in accordance with **NRS 332.043 and 332.065(2).**

B. BACKGROUND

As a team, our employees and Board of Trustees provide water and sewer service, maintain roads and drainage systems for the benefit of our customers using modern business systems in an efficient, courteous, and accountable manner which surpass standards set for public health, safety, and the environment.

C. SCOPE OF SERVICES

The Contractor shall:

- Perform all work and furnish all labor and equipment required to perform snow removal.
- Perform snow plowing, blowing, sanding, de-icing, and/or anti-icing on designated streets.
- Plow operations are deficient and unacceptable if they result in fire hydrants being inaccessible by first responders. Plowing operations are to be conducted and concluded in a fashion that assures ready hydrant access. Operators shall not cover hydrants with plowing debris; and the contractor shall cause the removal of any such debris from around hydrants such that they are accessible by first responders, at no additional cost to KGID., and prior to the end of that operator's shift.

- This includes snow bladed or piled due to plowing, blowing, or other equipment activity performed by the Contractor. Contractor is responsible at Contractor's sole expense to remove any such obstruction within 24 hours of said obstruction occurring.
- Contractor is **not responsible** for removing snow from around hydrants that accumulated **naturally during a snowstorm**, provided the Contractor's operations did not contribute to the obstruction. **All required hydrant snow removal shall be completed within 24 hours of notification, as determined by KGID staff.**
- Widen streets narrowed by snow buildup within 24 hours.
- Contractor shall respond to **KGID dispatch regarding resident or District complaints** related to snow removal operations within **four (4) hours** of notification. The **District shall determine whether a complaint is reasonable** and warrants contractor action. Once deemed reasonable, the Contractor shall **resolve the issue within twelve (12) hours**, unless otherwise approved or extended by KGID staff due to extenuating circumstances.

KGID will provide:

- Maps identifying snow removal routes, primary sanding routes and secondary sanding routes.
- Road markers and snow stakes at its expense; contractor will assist in determining placement.

Timeliness Standard:

- Snow removal must commence within **1 hour** of snowfall reaching three inches.

Reporting:

- Contractor must submit daily logs of service activity, route coverage, and material use on a weekly basis.

D. INSURANCE REQUIREMENTS

Contractor must maintain the following minimum coverage:

- Commercial General Liability: \$2,000,000 per occurrence.
- Automobile Liability: \$1,000,000 per occurrence.
- Workers' Compensation: As required by Nevada law.

- Proof of insurance must be submitted before contract execution.

(These standards reflect common public-sector and municipal contracting norms for snow removal and similar public works services)

E. SUBMISSION REQUIREMENTS

Provide:

- Two printed and one digital copy of your proposal. Digital submissions may be emailed to judy@kgid.org
- Use 8.5" x 11" format, 1" margins, 12-point font.

Organize proposals as follows:

Section 1: Company Introduction

- Cover page with name and contact information.
- Company background and philosophy.
- Key competitive advantages.
- Summary of comparable service contracts with name and telephone number of each contact person.

Section 2: Fee Proposal

- Hourly rates by role/position.
- Indicate if rates reflect a discount from commercial rate and if so the value of the discount.
- Describe rate comparability with other public contracts.
- Acknowledge rates are valid throughout contract duration and extensions.

Section 3: Contract Review and Revisions

Vendors will be required to sign KGID Professional Services Contract and agree to all mandatory terms and conditions. A copy of the KGID Professional Services Contract is available upon request by contacting judy@kgid.org

- If vendor takes exception to any provision(s) in the standard contract, the vendor must note which provision(s) it takes exception to by identifying said provision(s) and proposing alternate language.
- Exceptions raised by vendor may, at KGID's discretion, be grounds for rejection of proposal.

- Vendors that fail to note their exceptions(s) to the contract in their proposal will be deemed to have accepted KGID's Professional Services Contract, "as is."

Section 4: Equipment Inventory and Commitment

Proposers shall provide a comprehensive list of all snow removal equipment they currently own and intend to dedicate to KGID operations if awarded the contract. The list should include:

- Vehicle/equipment type, model, and year
- Plowing/blowing/sanding capacity
- Status (owned, leased, or to be acquired)
- Availability (e.g., dedicated, on-call, or shared use)

If the proposer plans to lease or purchase additional equipment specifically for this contract, this intent must be clearly stated along with the anticipated acquisition timeline.

KGID reserves the right to verify availability and inspect proposed equipment prior to contract award.

F. EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

- **Relevant Experience** – Demonstrated history providing similar services for public agencies or comparable environments.
- **Responsiveness to RFP Requirements** – Completeness, clarity, and organization of the proposal.
- **Personnel Qualifications** – Competence and certifications of key staff.
- **Fleet & Equipment** – Type, number, and readiness of vehicles/equipment.
- **Performance Record** – Documented reliability, past contract compliance, and references.
- **Availability & Responsiveness** – Ability to meet required response times and communication standards.
- **Liability Coverage & Risk Management** – Insurance documentation and history of claims or litigation.
- **Cost Proposal** – Comprehensive pricing including:

- Hourly standby rate
- Hourly plowing rate
- Hourly hauling rate
- Equipment and operator cost

G. QUESTIONS

Submit questions to judy@kgid.org using subject line "Snow Removal RFP Question - [Topic]" by August 11, 2025. Queries will be answered no later than August 15, 2025.

H. SUBMITTAL DEADLINE

Due: August 20, 2025 by 4:00 p.m.

Submissions not received by that date and time will be deemed untimely and rejected

Mail or Courier delivery to:

Email of electronic submissions to:

Kingsbury General Improvement District
Attn: Judy Brewer
P.O. Box 2220
Stateline, NV 89449

judy@kgid.org

Submissions may also be hand delivered to:

Kingsbury General Improvement District
160 Pine Ridge Drive
Stateline, NV 89449

I. Award Basis

KGID will award the contract to the **lowest responsive and responsible proposer**, as defined in **NRS 332.065**. The District reserves the right to:

- Reject any or all proposals,
- Waive minor irregularities,
- Negotiate with top-ranked firms, and

- Cancel or reissue the RFP if necessary.

J. CONTRACTUAL TERMS

1. Length of Contract

Three-year term with option to renew.

2. Acknowledgment of Terms

Submission of a proposal in response to this Request for Proposals (RFP) constitutes acknowledgment and acceptance of all terms, conditions, and requirements set forth herein.

3. Right to Revise the RFP

KGID reserves the right to revise, amend, or clarify any portion of this RFP prior to the final deadline for submission. Any such revisions will be issued in writing to all known recipients.

4. Right to Extend Submission Deadline

KGID may, at its sole discretion, extend the proposal submission deadline. In such an event, all proposers shall be afforded an opportunity to revise their submissions accordingly.

5. Late Submissions

Proposals received after the designated deadline will not be considered. KGID retains sole discretion in determining the timeliness of submissions.

6. Waiver of Informalities

KGID reserves the right to waive any minor informalities or irregularities in the proposal process when such waiver is in the best interest of the District.

7. Withdrawal and Rejection Rights

KGID may withdraw this RFP at any time without prior notice and reserves the right to reject any or all proposals received, in whole or in part.

8. Request for New Proposals

KGID reserves the right to request new or revised proposals from any or all proposers, including but not limited to clarification or supplementation of previously submitted proposals.

9. No Guarantee of Award

KGID makes no representation, warranty, or guarantee that any contract will be awarded as a result of this RFP.

10. Verification of Information

KGID reserves the right to verify any information submitted in a proposal and to request additional information or documentation, as necessary.

11. Costs of Proposal Preparation

All costs incurred in preparing and submitting a proposal in response to this RFP shall be borne solely by the proposer. KGID shall not be liable for any costs or expenses incurred before execution of a contract, including but not limited to costs related to proposal development, presentations, or negotiations.

12. Proposal Validity Period

Proposals submitted shall remain valid and binding for a period of one hundred twenty (120) calendar days from the date of receipt by KGID.

13. Incorporation into Contract

This RFP and any response or part thereof may be incorporated by reference into any resulting contract, including any amendments or clarifications thereto.

14. Right to Negotiate Terms

KGID reserves the right to negotiate the terms and conditions of the final contract. Such terms may include additional provisions or differ from those contained in this RFP.

Thank you for your interest in serving the Kingsbury community.

Derek Dornbrook, General Manager

NOTICE TO BIDDERS

Snow Removal Services - Request for Proposals (RFP) Kingsbury
General Improvement District (KGID)

Kingsbury General Improvement District (KGID)

KGID is soliciting proposals from qualified contractors to provide snow removal services on approximately 22 miles of KGID-maintained streets within the District's jurisdiction.

Kingsbury Grade (State Route 207) is maintained by the Nevada Department of Transportation and is excluded from this contract.

Scope of Work

The contract includes, but is not limited to:

- Plowing, blowing, sanding, de-icing, and anti-icing
- Fire hydrant accessibility
- Widening of streets narrowed by snow accumulation
- Timely response to complaints and dispatch
- Compliance with accessibility and safety standards

Maps, snow stakes, and route designations will be provided by KGID.

Contractor must respond to snow events within one hour of snowfall reaching three inches.

Contract Term

Three-year contract beginning October 1, 2025, and ending September 30, 2028, with an option for renewal.

Submission Deadline

Wednesday, August 20, 2025, by 4:00 p.m. (Pacific Time) Late submissions will be rejected.

Proposal Delivery Options

Proposers must submit the following:

- Two (2) printed copies and
- One (1) digital copy (on USB or emailed)

Proposals may be submitted in any of the following ways: By Mail or Courier:

Kingsbury General Improvement District Attn: Judy Brewer
P.O. Box 2220
Stateline, NV 89449

In Person:

Kingsbury General Improvement District
160 Pine Ridge Drive
Stateline, NV 89449

By Email (Digital Copy Only):

judy@kgid.org

(Subject line: Snow Removal RFP Submission – [Firm Name])

RFP Document Access & Questions

To request a full copy of the RFP or the KGID Professional Services Contract, email judy@kgid.org

Questions regarding the RFP must be submitted in writing via email by August 11, 2025, using subject line:

"Snow Removal RFP Question – [Your Topic]"

Answers to all questions will be posted by August 15, 2025

Award Basis

Contract will be awarded to the lowest responsive and responsible proposer, pursuant to NRS 332.065. KGID reserves the right to reject any or all proposals, waive minor informalities, or negotiate with top-ranked firms.

Date Issued: July 26, 2025

Contact: Judy Brewer - judy@kgid.org - (775) 588-3548

Pub Date: July 26, 2025

Ad # 54503

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REQUEST FOR PROPOSALS: (RFP)
For Snow Removal

Kingsbury General Improvement District

Date Issued:

June 14, 2022

REQUEST FOR PROPOSALS

A: Introduction

Kingsbury General Improvement District (KGID) is in the process of selecting a vendor to provide snow removal services on 22 miles of streets maintained by the District within the Kingsbury General Improvement District boundaries. Kingsbury Grade, State Route 207, is maintained by Nevada Department of Transportation and is not a part of this Request for Proposals

The vendor awarded a contract pursuant to this RFP will be required to enter into a Kingsbury GID Professional Service Agreement.

BACKGROUND

Kingsbury General Improvement District's skilled employees, management staff and Board of Trustees, working as a team, are committed to provide water and sewer, and maintain roads and drainage systems in an efficient, courteous, and accountable manner, for the long-term benefit of our customers, in accordance with standards set for public health, safety and the environment.

SCOPE OF SERVICES

The Contractor shall perform all the work and furnish all labor and equipment required to perform snow removal on District maintained streets and those private streets within the KGID boundaries which the district directs Contractor to plow.

The District will furnish to the Contractor maps of the District for use by Contractor's drivers. Maps will designate roads to be plowed, primary sanding routes and secondary sanding routes.

The work to be done consists of snow plowing streets, applying de-icing and/or anti icing materials to the streets, removing snow from in front of fire hydrants, and widening streets narrowed by snow buildup. Unless otherwise specified the vendor shall furnish all labor, material, and equipment to perform the work.

District will provide, install, and maintain road markers and snow stakes at its expense. Contractor will assist District in determining where markers should be placed to protect property and drivers.

The current contract expires September 1, 2022.

SUBMISSION REQUIREMENTS

If your firm would like to be considered for selection, please provide two hard copies and one electronic copy of your proposal in the format of a written report. Each proposal should be prepared using 8.5"x11" paper, 1" margins, a font no smaller than twelve point and presented in a simple binding.

Proposals should be divided into two sections and, at a minimum, include the following:

Section 1: Introduction.

A brief overview that includes:

1. A cover page with name and contact information
2. A brief overview of organization's history, philosophy, and capabilities
3. Describe your strongest competitive advantages
4. A summary of all service contract comparable in size to the proposed contract, with name and telephone number of each contact person.

Section 2: Fee Proposal.

Your firm's fee schedule should include:

1. An acknowledgement that the rates will be valid for the entire duration of the contract, including any extensions.
2. List hourly rate by position. Indicate whether the proposed rate is a discount from your commercial rate and, if so, the value of the discount.
3. If your firm is doing other work for other public sector entities, indicate how the rates proposed compare to the rates for those other matters.

Section 3: Required Contract and Proposed Revisions.

The selected vendor will be required to sign the KGID Professional Services Contract and must agree to all mandatory state terms and conditions. If a vendor takes exception to any provision(s) in the standard contract, the vendor must note which provision(s) it takes exception to by identifying said provision(s) and proposing alternate language. This should be completed by using the comments and track changes tools in the word version of the contract.

RFP for Snow Removal

Exceptions raised by a vendor may, at the KGID's option, be grounds for rejection of the proposal.

Vendors that fail to note their exception(s) to the contract in their proposal will be deemed to have accepted KGID's Professional Services Contract "as is".

Questions

Any potential respondent with questions regarding this RFP may submit their written question by email to Judy@kgid.org. Please use as the subject line "Snow Removal RFP Question-[Topic]." Questions must be submitted by noon, July 31, 2022, Answers to all substantive questions will be answered no later than August 31, 2022.

Submittal

All responses to this RFP must be received by KGID no later than **August 23, 2022, at 9:59 a.m.** Responses should be delivered by Mail or Courier (proposals may not be emailed or faxed) and addressed to:

Kingsbury General Improvement District
Attn: Judy Brewer
P.O. Box 2220
Stateline, NV 89449

Evaluation and Selection Process

This RFP constitutes on an invitation to submit proposals and is not a request for competitive bids for service. KGID makes no representation that any firm responding to this RFP will be selected or that a contract will be awarded.

Expense, Ownership and Disposition

KGID shall not be responsible in any manner for the costs associated with the preparation or submission of the proposals in response to this RFP. All proposals, including plans, photos, and narrative material, shall become the property of KGID upon receipt. KGID shall be free to use as its own, without payment of any kind or liability therefore, any idea, concept, scheme, suggestion, or plan received during this proposal process.

Right of Rejection

KGID reserves the right to reject any or all proposals, to waive any informality in such proposals, or to not award any contract. The receipt of proposals by KGID shall not, in any way, obligate KGID to enter any contract with any proposer. All submitted copies of all proposals shall become the property of KGID.

KGID Reservations

1. Submission of a proposal to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein.
2. KGID reserves the right to revise this RFP prior to the deadline for final submission of written proposals.
3. KGID reserves the right to extend the deadline for submission. Vendors will have the right to revise their proposal in the event the deadline is extended.
4. Late responses will not be considered. KGID, in its sole discretion, reserves the right to determine the timeliness of all proposals submitted.
5. KGID reserves the right to waive any informality in the process when to do so is in the best interest of KGID.
6. KGID reserves the right to withdraw this RFP at any time without prior notice and the right to reject all proposals.
7. KGID reserves the right to request new proposals from one or more of the proposing vendors.
8. KGID makes no representation that any contract will be awarded to any vendor responding to this RFP.
9. KGID reserves the right to verify the information in any submitted proposals.
10. All costs of response preparation shall be borne by the proposer. KGID shall not, in any event, be liable for any pre-contractual expenses incurred by the proposer in the preparation and/or submission of the response, subsequent presentation or negotiations.
11. Responses and the offers contained in a firm's proposal shall remain valid for a period of 120 days from the date of receipt.
12. This RFP and any response, or any parts thereof, may be incorporated into and made a part of the final contract.
13. KGID reserves the right to further negotiate the terms and conditions of the contract. The final contract offer of KGID may contain additional terms or terms different from those set forth herein.

Thank you,

Mitchell S. Dion, General Manager

Manchester Ent. Inc.

PO Box 2275, Stateline, NV 89449 (775)588-2842

August 19, 2025

RE: KGID RFP for All Work to perform Snow Removal

Section 1. Company Intro

Manchester Ent. Inc. yard address 270 Logging Road, Stateline, NV 89449. Office address 201 Manor Drive, Stateline, NV 89449

Contact Charles Manchester, President, (775) 742-1124 or Jason Torres (510) 426-3889 Or Charlena Manchester, Secretary, at Office (775) 588-2842 or (775) 588-6089. Email Charlena@fbime.com

MEI has been plowing snow since 1979. Charles Manchester was born and raised here. We strive to do the best job possible, adapt to current situations, and follow through. MEI has plowed the KGID contract since 1979. We are competent on meeting our response times as proven over the years. We have the equipment, storage yard, and knowledge to complete any task that arises. We have all current insurance requirements in place.

We have been plowing Heavenly Parking Lots from 1980 Contract ranges from 300k to 500k Brian Bigley (775)586-7000

We plow Douglas County Loop Road Contract ranges from 35-50K Douglas County Jon Erb (775) 782-6233

Section 2. Fee Proposal (See Rate Sheet)

See Proposal Rate Sheet Provided. Exhibit B

In the past, (5) Wheel Loaders fully chained with 5 cyd Snow Blades dedicated to the district. Price per hour \$225 for new contract. We currently have (10) loaders for our contracts that can be used for the district at any time.

In the Past, (2) Large 500 Ton per hour and (2) small 250 tons per hour Snow blowers were required to widen to plow the district. Price per hour \$400 for large and \$275 for small snow

blowers for new contract. We currently have (4) 500 Ton Snow blowers and (4) 250 Ton Blowers to be used for this contract at any time.

In the Past, (3) Spreader/Snowplow Combination Trucks were required to plow District. Price per hour \$200 per hour. We currently have (7) Combo Trucks to be used for the contract at this time.

In the past, (1) 1 Ton Plow was required. We also have (3) Support 1 Ton trucks with plows to use for coordination of plows, drive district to make sure all areas safe. Foreman keeps in touch with KGID designated contact for all requests and needs. New contract hourly rate \$150. We have (1) Fully Chained Backhoe to assist in any needs \$200 per hour and (1) (6) Wheel Grader \$250 per hour.

We have no commercial discounts.

We currently have (1) other (3) year public contract with Douglas County with this being our last season on that contract. The rates are (3) years old on that one and are more comparable to our old KGID Contract.

All rates quoted are valid though out entire contract including any extension.

Section 3. Contract Review & Revisions

We have reviewed the KGID Professional Services Contract (Exhibit A Contract) and Scope of Services RFP (Exhibit C RFP) and have provided a copy that we have hand noted our exceptions.

At our previous meeting, we reviewed our exceptions with the RFP with you and are now providing those hand written note exceptions for later discussion if accepted for contract. As noted on RFP provided written notes as our exception on a copy of our last contract (Exhibit A) with you as required for notification of exceptions and possible language change.

All open for discussion.

Section 4. Equipment Inventory and Commitment

See Bid Proposal Exhibit B for Equipment Type/Model/Capacity Listing

All our equipment is owned by Manchester Ent. Inc.

All Equipment listed on Hourly Proposal is dedicated for the KGID contract. We have dedicated the amount of the required equipment (13) listed and our total amount of snow removal equipment is (30) pieces available to KGID. KGID is our main concern the entire snow removal

season. If more equipment is needed, not likely, then we will rent additional equipment as needed.

All equipment is stored at 270 Logging Road Stateline, NV and 2540 Knowlin Road, Minden, NV.

The Guarantee was not really addressed in the RFP.

Between GM's for the past 20 years your guarantee has shrunk from \$350k to the present even though KGID has had no cause. Snow Removal Insurance (separate policy), General Liability, Auto Policies, Diesel Fuel, Oil, Chains, Tires, Labor, Equipment costs are all astronomical. We are requesting the Seasonal Guarantee to be raised to \$500,000 per season payable in the same increments as stated in your contract.

Signed


Secretary 8/20/25

Exhibit "A" 2025

**KINGSBURY GENERAL IMPROVEMENT DISTRICT
SNOW REMOVAL CONTRACT**

THIS CONTRACT is entered into this 23rd day of August 2022, by and between the KINGSBURY GENERAL IMPROVEMENT DISTRICT, hereinafter referred to as "District" and Manchester Ent. Inc., Nevada License No. 17085A hereinafter referred to as "Contractor." 35817

This contract is made with reference to the following facts which are deemed a material part of this contract:

RECITALS

(1) The District is organized pursuant to N.R.S. Chapter 318, and has powers to maintain certain public roads within its boundaries, including the removal of snow.

(2) The District, after public notice by advertisement for bids for snow removal and review of said bids at a duly noticed public meeting, agreed to accept the bid of Contractor, as in the best interest of the District.

(3) Contractor's proposal is attached as Exhibit "B".

NOW THEREFORE, IT IS AGREED by and between the Contractor and the District as follows:

I. Scope of Work and Contract

The Contractor shall perform all the work and furnish all labor and equipment required to perform snow removal on District maintained streets and those private streets within the KGID boundaries which the District directs Contractor to plow, as set forth in the General Conditions and Specifications, Exhibit "A," and Contractor's Proposal, Exhibit "B" hereof, dated August 2, 2022, Contractor's Qualification Statement, Exhibit "C", District Map, Exhibit "D" each attached hereto and incorporated herein by reference. The exhibits are an integral part of this Contract.

II. Time of Performance

This Contract shall become effective on October 1, 2022 and shall continue through September 30, 2025, a term of three (3) years. Upon mutual consent of both parties, this contract may be extended annually for up to two (2) additional years.

last year
he bid for
this year.
an

III. Payments

Payments shall be made to the Contractor for said work performed at the time and in the manner provided in the General Conditions and Specifications.

IV. Independent Contractor

It is understood and agreed by and between the parties hereto that the Contractor shall perform this Contract as an independent contractor, and nothing herein shall be construed to be inconsistent with this relationship or status, nor shall anything in this Contract be in any way construed to constitute the Contractor, or any of the Contractor's employees or agents, as the agent, employee or representative of the District.

V. Contractor's Representations

In order to induce District to enter into the Agreement, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
2. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
5. Contractor is aware of the general nature of work to be performed by District and others at the Site that relates to the Work as indicated in the Contract Documents.
6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
7. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

VI. Indemnification and Hold Harmless

The Contractor assumes all liability and agrees to indemnify, protect and hold the District harmless from all liability and expense on account of claims, suits and costs growing out of or connected with operations by the Contractor and the Contractor's employees and agents under this Contract; provided, however, that the District shall not be relieved hereby from non-immunized liability for the District's own negligence or that of its employees. Any and all provisions of this Contract by which the Contractor agrees to indemnify and hold the District harmless shall be

XI. Attorney Fees

In the event that any action is filed in relation to this Contract, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

XII. Notices

All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Contract shall be in writing and shall be deemed to have been given when personally delivered or mailed by certified mail, postage prepaid, return receipt requested. Notices, demands and communications shall, unless another address is specified in writing, be sent to the addresses indicated below:

If to the District:
Mitch Dion, General Manager or
Judy Brewer, Admin. & H.R. Supervisor
Kingsbury General Improvement District
255 Kingsbury Grade
Post Office Box 2220
Stateline, Nevada 89449

If to the Contractor:

XIII. Severability

The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other remaining provisions unenforceable, invalid or illegal, and the remaining provisions shall not in any way be affected or impaired thereby.

XIV. Integration

This Contract with exhibits incorporated and part thereof, Exhibit "A" - General Conditions & Specification, Exhibit "B" - Bid Form, Exhibit "C" - Contractor's Qualification Statement and Exhibit "D" - District Map contains and constitutes the entire contract by and between the parties hereto and supersedes any and all prior written or oral agreements, express or implied, involving that which is the subject matter of this Contract.

IN WITNESS WHEREOF, District has caused this Contract to be executed by its officers, duly authorized, and Contractor has subscribed same this _____ day of September, _____.

construed to apply under all working conditions and to all stationary or mobile locations where work is to be performed regardless of the hazards and dangers to persons or property, whether disclosed or undisclosed.

The Contractor shall indemnify and hold the District harmless against any suit, action, claim, demand, lien, loss, damage, fine, judgment or decree and any expenses connected therewith, including reasonable attorney's fees for or on account of the violation of any statute, ordinance, building code or regulations, or for any property damages, or for personal injury or death to any person, including contractors, employees or agents, which may arise from the work or operations of Contractor under this Contract; however, that the District shall not be relieved / hereby from non-immunized liability for the District's own negligence or that of its employees, own

VII. Compliance with Laws

The Contractor agrees to observe and promptly comply with, at the Contractor's own expense, all present, amended, and future applicable federal, state and local laws, ordinances, rules and regulations, including safety and hazardous materials laws and regulations of any governing authority, and including any applicable licensing requirements and regulations for the payment of sales and use taxes on equipment, materials and supplies provided for the public work.

VIII. Right of Inspection

District reserves the right, with prior arrangement, to inspect the equipment and materials the Contractor uses for snow removal and de-icing under this Contract. District inspection does not imply compliance with environmental, DOT or other regulations pertinent to this activity.

IX. Assignment

Neither this Contract nor any interest therein, or claim hereunder, shall be assigned or transferred by the Contractor to any party or parties without the express written approval of the District. Contractor may not subcontract any portion of this Contract or its obligation without the District's prior written consent.

X. Dispute Resolution

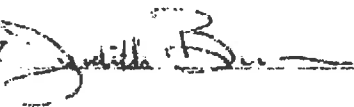
In the event of a dispute regarding interpretation, enforcement of, or a parties' performance under this Contract, the parties shall first engage in mediation, initiated by the written request of any party. The parties agree to share equally the cost of any such mediation process; however, they agree to assume the expense of their own counsel. Venue for any mediation shall be within Douglas County, Nevada. Commencement of mediation shall not affect any of the rights or obligations of either party hereunder, all of which shall continue to be performed on a timely basis. If the dispute(s) is (are) not resolved through mediation, and is (are) litigated, the prevailing party shall be entitled to reasonable attorney fees and costs.

DISTRICT:

KINGSBURY GENERAL IMPROVEMENT DISTRICT

BY 
Mitchell S. Dion, General Manager

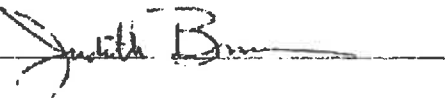
ATTEST:

BY 

CONTRACTOR:

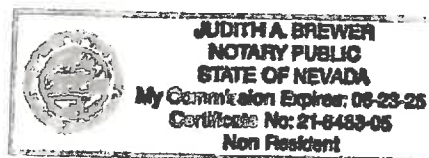
BY 

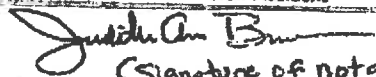
ATTEST:

BY 

State of Nevada
County of Douglas

This instrument was acknowledged before me
on December 2, 2022 by Mitchell S. Dion




(Signature of notarial officer)

32

5

There is no Exhibit "A" for the contract
provided as this is a RFP and not a bid

Exhibit B
BID FORM

**KINGSBURY GENERAL IMPROVEMENT DISTRICT
SNOW REMOVAL CONTRACT BIDDING
August 23, 2022 10:00 AM**

The undersigned bidder declares that he has examined the Information for Bidders, Snow Removal Contract, General Conditions & Specifications (Exhibit "A"), completed the Contractor's Qualification Statement (Exhibit "C") and examined the roadways shown on the District Map (Exhibit "D") and has a full and complete knowledge of the work specified and the terms of the contract. Bidder agrees that if its bid is accepted as submitted herewith, he/she will enter into a contract with Kingsbury General Improvement District within fifteen days of Notice of Award and will supply all equipment, labor and materials as offered in this bid to the full compliance with the specifications. Upon satisfactory completion of all other elements of this proposal and ability to serve the district, the award will be determined based upon the total required equipment cost per hour.
All required documents must be signed and enclosed, also page two of this exhibit must be initialed by submitting official to be deemed complete.

BIDDER'S INFORMATION:

COMPANY NAME Manchester Ent Inc.
ADDRESS: 201 Manor Drive Stateline NV 89449
PHONE: 775 588 6089 FAX: 775 588 - 1627
17085A
NEVADA STATE CONTRACTOR LICENSE NO. 38817 CLASS A
LICENSE MONETARY LIMIT 550,000 (450,000 & 100,000)
Charles Manchester 8/21/2022
Signature of Bidder Date
Charles Manchester Sec / Treas
Printed Name Title
Location(s) of staging yard, fuel and materials storage area:
270 Logging Road Lane
Stateline NV 89449

Kingsbury General Improvement District
 Bid Form - Contract for Snow Removal
 For Bid Opening August 23, 2022
 Page Two

Required Equipment Listing

Type	Make	Size or Capacity	Rate/ Hour
* Wheel loader	Hitachi	Snow Blade / 5 cyd	175 ⁰⁰
Wheel loader	Hitachi	Snow Blade / 5 cyd	175 ⁰⁰
Wheel loader (2)	Case 821	Snow Blade / 5 cyd	175 ⁰⁰
Wheel loader (2)	Case 721	Snow Blade / 5 cyd	175 ⁰⁰
Wheel loader	Hyundai	Snow Blade / 5 cyd	175 ⁰⁰
Large rotary snow blower	John Deere	500 tons per hour	325 ⁰⁰
Large rotary snow blower	Melroe	500 tons per hour	325 ⁰⁰
Small rotary snow blower (3)	Bobcat	250 tons per hour	200 ⁰⁰
Small rotary snow blower	Unimog	500 tons per hour	250 ⁰⁰
Spreader/Snowplow Combination Truck	(8) Mack	7 cyd spreader	150 ⁰⁰
Spreader/Snowplow Combination Truck	(2) Oshkosh	7 cyd spreader	150 ⁰⁰
Spreader/Snowplow Combination Truck	(2) Int	7 cyd spreader	150 ⁰⁰
Support truck (1 ton) with blade	Dodge	Mega Cab / Foreman	110 ⁰⁰
TOTAL			2535 ⁰⁰

Additional equipment available to district

Foreman to facilitate calls start to finish	110 ⁰⁰
(3) Case 580L Backhoe Fully Chained	150 ⁰⁰
(2) Support Trucks	110 ⁰⁰
(1) Wheel Grader equipped with arm	175 ⁰⁰

Note: Prices slightly higher than before because fuel surcharge changed to each year.
 Page 2 of 2 complete - no additional notes - initials by submitter () Season

* Total of (10) Loaders Available

Exhibit C

CONTRACTOR'S
QUALIFICATION STATEMENT

Submitted by:

Name of Organization Manchester Ent Inc
Name of Individual Charles Manchester
Title Pres
Address PO Box 2275
Stateline NV 89449
Telephone (775) 583 2842 (775) 742-1124

Submitted to:

Name Kingsbury General Improvement District
Address PO Box 2220, Stateline, NV 89449
Telephone (775) 588-3548
Project Name and Description (if applicable):
Kingsbury GID Snow Removal Contract

August 2022

Contractor's General Business Information

Check if:

- ☒ Corporation ☐ Partnership ☐ Joint Venture
☐ Sole Proprietorship ☐ LLC

If Corporation:

a. Date and State of Incorporation

March 1979

b. List of Executive Officers

Name	Title
Charles Manchester	President
Charles Manchester	Sec / Treas

If Partnership:

a. Date and State of Incorporation

b. Names of Current General Partners

Name	Title
------	-------

c. Type of Partnership

☒ General ☐ Publicly Traded ☐ Limited

☐ Other (describe):

If Joint Venture:

a. Date and State of Incorporation

b. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk*)

Name	Address	Form of Organization
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1. On Schedule A, attached, list statement of bidder experience completed by this organization in the past five (5) years. (If joint venture, list each participant's projects separately).
2. On Schedule B, attached, list current snow removal contracts held by this organization, (If joint venture, list each participant's projects separately).

3. Name of surety company and name, address, and phone number of agent.

Frontier Bonding

300 E 2nd St. SE 1300 Revs NW 87501

L/P Insurance TTS 996-6032

LP Ins. net

4. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec. 1563?
☐ Yes ☒ No

If yes, show names and addresses of affiliated companies.

5. ☒ Furnish on Schedule C, attached, details of the construction experience of the principal individuals of your organization directly involved in construction operations.

6. Has your organization ever failed to complete any contract awarded to it?
☐ Yes ☒ No

If yes, describe circumstances and provide details on attachment.

7. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a contract awarded to him or her in their own name or when acting as a principal of another organization?
☐ Yes ☒ No

If yes, describe circumstances and provide details on attachment.

8. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?
☐ Yes ☒ No

If yes, describe circumstances and provide details on attachment.

9. Does your organization now have any legal suits or arbitration claims pending or outstanding against it or any officers?
☐ Yes ☒ No

If yes, describe circumstances and provide details on attachment.

10. Has your organization had a contract partially or completely terminated with or without cause within the past five years?
☐ Yes ☒ No

If yes, describe circumstances and provide details on attachment.

11. List the licensed categories of work that your company normally performs with its own workforce.

Snow Removal, Contract Utilities, Demolition,
Rock Walls, Excavation, Backfill, Recharging

12. If required, can your organization provide a bid bond for this project? ☒ Yes ☐ No

13. What is your approximate total bonding capacity?

- ☒ \$500,000 to \$2,000,000
☐ \$2,000,000 to \$5,000,000
☐ \$5,000,000 to \$10,000,000
☐ \$10,000,000 or more

14. Describe the permanent safety program maintained within your organization. Use attachment if necessary.

W. Hen safety program. Signed by each employee. Weekly Safety Meetings

15. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank US Bank
Address PO Box 5400
State line NV 89449
Account Manager Justin
Telephone 775 588-5724

16. Per NRS 338.1385, complete the following:

- (a) Has your organization been determined by the State Public Works Board pursuant to NRS 338.1379 to be qualified to bid on contracts for public works of the State pursuant to criteria adopted pursuant to NRS 338.1375? ☒ Yes ☐ No
- (b) Has your organization been determined by another governing body pursuant to NRS 338.1379 to be qualified to bid on contracts for public works of that local government pursuant to criteria adopted pursuant to NRS 338.1377? ☐ Yes ☒ No
- (c) If you did not answer "yes" to either 16(a) or 16(b), complete the following:
- (1) Has your organization breached any contracts with a public agency or person in this state or any other state during the 5 years immediately preceding the date of this bid?
☐ Yes ☒ No If yes, describe circumstances and provide details on attachment.
- (2) Has your organization been disqualified from being awarded a contract pursuant to NRS 338.017 or 338.13895?
☐ Yes ☒ No If yes, describe circumstances and provide details on attachment.
- (3) Has your organization been convicted of a violation for discrimination in employment during the 2 years immediately preceding the date of this bid?
☐ Yes ☒ No If yes, describe circumstances and provide details on attachment.
- (4) Does your organization have the ability to obtain and maintain insurance coverage for public liability and property damage within limits sufficient to protect your organization and your subcontractors from claims for personal injury, accidental death and damage to property that may arise in connection with the work to be required by this project?

☒ Yes ☐ No

Furnish the following information with respect to your Workmans Compensation Carrier:

Name of Provider

Progroup

Address

575 S. Salimari Road

Carson City NV 89701

Policy Agent

Michelle Creasey

Policy Number

BAWR10649

Telephone

800 859-3177 (775) 887-2480

- (5) Has your organization been disciplined for fined by the State Contractor's Board or another state or federal agency for conduct that relates to the ability of your organization to perform the work to be required by this project?

☐ Yes ☒ No If yes, describe circumstances and provide details on attachment.

- (6) During the 5 years immediately preceding the date of application, has your organization, any principals or affiliated organizations filed as a debtor under the provision of the United States Bankruptcy code?

☐ Yes ☒ No If yes, describe circumstances and provide details on attachment.

- (7) During the 5 years immediately preceding the date of this bid, has your organization, as a result of causes within the control of your organization or a subcontractor supplier of your organization, failed to perform any contract:

(i) In the manner specified by the contract and any change orders initiated or approved by the person or governmental entity that awarded the contract or its authorized representative; or,

(ii) Within the time specified by the contract unless extended by the person or governmental entity that awarded the contract or its authorized representative; or,

(iii) For the amount of money specified in the contract or as modified by any change orders initiated or approved by the person or governmental entity that awarded the contract or its authorized representative?

Evidence of failures described in this subsection may include, without limitation, the assessment of liquidated damages against your organization, the forfeiture of any bonds posted by your organization, an arbitration award granted against the applicant or decision by a court of law against your organization.

☐ Yes ☒ No If yes, describe circumstances and provide details on attachment.

I hereby certify that the information submitted herewith, including any attachment, is true to the best of my knowledge and belief.

By:

Charlene Manchester

(Signature)

Charlene Manchester

(Print)

Title:

See Trus

Date:

8-21-2022

SCHEDULE A - STATEMENT OF BIDDER EXPERIENCE - DURING LAST FIVE YEARS

Contract Name, Location and Description of Work	Owner/Entity	Contact Person	Date Completed	Contract Price	Phone
1983 - Present Heavenly Valley Vail Resorts		Brandon	more years on contract	15,500,000	755 584 7000
1979 - Present				Time & Material	
KC10	KC10	Brandon	May 2022	30,000,250/200	50222244
Oliver Park G10			May 2022	60,000	
Zephyr Heights G10			1997-2000	40,000	
Dringlan Parkway Loop Road			1983-2012		
"	"	"	2021 - 2022 May		

SCHEDULE B - CURRENT SNOW REMOVAL CONTRACTS FIELD

Contract Name, Location and Description of Work	Owner/Entity	Contact Person	Contract Price	Phone
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Hunting Valley	Val Resorts	Regan	250k to 500k	(755) 387 0000
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Boxing Quarry Loop Road		Ethan	25k to 30k	Road Dept 182-4233
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18

Position

Date started in construction

Prior positions and experience in construction

199

197

All aspects of Mandelstam

Been working constantly since I was 16 years old. I've

1953

Charles Marchmont

It

193

All bookwork/accounts

42



P.O. Box 2220, Stateline, Nevada 89449
NOTICE TO BIDDERS
SNOW REMOVAL CONTRACT

Kingsbury General Improvement District (KGID or District) seeks a vendor (Contractor) to provide snow removal services on streets maintained by the District within the Kingsbury General Improvement District boundaries.

Located within the Tahoe Basin, in Douglas County, Nevada, the district straddles State Route 207 from near the intersection of US 50 and extending to the summit of Kingsbury Grade (Daggett Pass). Kingsbury Grade, State Route 207, is maintained by Nevada Department of Transportation and is not a part of this bid. In addition, there are private roads within the boundaries which are not included in this proposal but subject to separate agreement with the successful bidder.

Kingsbury General Improvement District invites sealed bids for snow removal on District roads for three years beginning October 1, 2022. Bids are due and will be opened and read aloud at 10:00 a.m., Tuesday, August 23, 2022, at the KGID office, 255 Kingsbury Grade, Stateline, NV 89449.

The district's representatives will review Bids received and will recommend action to the Board of Trustees soon thereafter.

The work for which Bids are to be submitted consists of furnishing all labor, materials and equipment required to perform snow plowing, and applying de-icing or anti-icing materials, and street widening on approximately 22 miles of District maintained streets within the KGID boundaries.

Bid documents may be obtained at the KGID office or by calling (775) 588-3548. KGID reserves the right to reject any and all bids and to waive irregularities in the bids.

The vendor awarded a contract pursuant to this RFP will be required to enter into a Kingsbury GID Contract Service Agreement and provide validation of all licensing, insurance and other elements of this contract.

BACKGROUND

Kingsbury General Improvement District's skilled employees, management staff and Board of Trustees, working as a team, are committed to provide water and sewer, and maintain roads and drainage systems in an efficient, courteous, and accountable manner, for the long-term benefit of our customers, in accordance with standards set for public health, safety and the environment. Snow removal services are provided to

district customers as a contracted service of the agency. The district provides limited augmentation of the snow removal effort by application of saline solution in advance of icing condition.

The district seeks qualified vendors to balance the road plowing (public safety), costs, and environmental impact with the minimal application of deicing material applied at rates appropriate for site specific and weather conditions. During evolving weather events, solid judgements and reliable communications between the district and contractor are mandatory.

GENERAL SCOPE OF SERVICES

The Contractor shall perform all the work and furnish all labor and equipment required to perform snow removal on District maintained streets and those private streets within the KGID boundaries which the district directs Contractor to plow.

Contractor will maintain equipment and crews necessary to respond to accomplish these tasks for duration of the contract for the period of 1 October to 31 May each year. During light snow periods, the Contractor will make equipment and crews available to KGID when available to accomplish other tasks required by the district within the provisions provided for in this contract.

The District will furnish to the Contractor maps of the district for use by Contractor's drivers. Maps will designate roads to be plowed, primary sanding routes and secondary sanding routes.

The work to be done consists of snow plowing streets, applying de-icing and/or anti icing materials to the streets, removing snow from in front of fire hydrants, and widening streets narrowed by snow buildup. Unless otherwise specified the vendor shall furnish all labor, material, and equipment to perform the work.

District will provide, install, and maintain road markers and snow stakes at its expense. Contractor will assist District in determining where markers should be placed to protect property and drivers.

This contract will be in effect as soon as possible upon approval of the Board of Trustees and all contract elements satisfied. The contract period is for three years with two, one-year renewals possible upon satisfactory performance by the contractor.

Dated: August 3, 2022

Mitch Dion
General Manager
Kingsbury GID

EXHIBIT "A"

GENERAL CONDITIONS AND SPECIFICATIONS FOR THE KINGSBURY GENERAL IMPROVEMENT DISTRICT CONTRACT FOR SNOW REMOVAL

I. SCOPE OF WORK:

The work to be done under this Contract consists of performing snow plowing of streets, the application of de-icing and/or anti-icing materials to streets, the removal of snow from in front of and around fire hydrants as necessary, and the widening streets narrowed by snow buildup at the direction of Kingsbury GID (District). Unless otherwise specified herein, the Contractor shall furnish all labor, material and equipment to perform the work.

II. LOCATION OF WORK:

The work shall be accomplished on streets maintained by the District within its boundaries. Kingsbury Grade, State Route 207, is maintained by the Nevada Department of Transportation and is not a part of this contract. At the direction of District, some private roads within the district may be plowed under provisions of this contract.

District will provide, install and maintain road markers and snow stakes at its expense. Contractor will assist District as requested in determining where markers should be placed to protect property and drivers. The District will have the final determination of placement of markers.

III. PREVAILING WAGES AND CONTRACT:

Under a ruling by the Labor Commission, it is not required that prevailing wage rates be paid on this contract.

IV. PERFORMANCE AND PAYMENT BONDS:

Contractor shall furnish annually a Performance Bond and a Payment Bond, each in the amount of \$300,000, for the term of the Snow Removal Contract. Such bonds shall be in a form approved by the District and executed by one or more surety companies authorized to do business in Nevada in compliance with N.R.S. Chapter 339.

After Contractor has satisfactorily performed snow removal for the District for two (2) or more consecutive years, the District may, at its option and upon the request of Contractor, withhold from each payment to Contractor ten percent (10%) retention in lieu of requiring Performance or Payment Bonds. If Contractor thereafter satisfactorily performs for one year, then the retention shall be returned on June 1. Retention will be held during each contract year for which bonds are not provided.

V. CONTRACTOR'S AND BUSINESS LICENSES:

The Contractor and any approved subcontractor, and all employees and agents of both, shall be appropriately licensed to perform all the work under this Contract. At minimum, the Contractor must meet State of Nevada Business Licensing requirements and be in compliance with all local, state, and federal regulations to contract with the District. If circumstances arise in the performance of this contract that require services which are not within the licensing authority of the Contractor, it shall immediately notify the District of this fact so that District can arrange for performance of the work, in which case the District shall coordinate and supervise such work.

VI. SUBCONTRACTORS:

Except with prior written authorization of the District, no subcontractor will be recognized as such, and all persons engaged in the work will be considered Contractor's employees, and Contractor will be responsible for their work. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the District.

VII. SUPERINTENDENCE AND PERSONNEL:

The Contractor shall designate in writing, before starting work, the names and phone numbers of authorized representatives who shall have complete authority to represent and act for the Contractor. An authorized representative shall be readily available at all times. The Contractor is solely responsible at all times for the superintendence of the work and for its safety and progress. The District shall notify the Contractor's authorized representatives when, in the opinion of the District, conditions warrant additional or reduced snow removal efforts. The Contractor shall provide sufficient experienced, properly licensed and trained personnel to do the work outlined in this Contract and shall not employ any unfit or unskilled person.

Prior to, (and during multi-day) storm events, the Contractor shall provide direct contact information for authorized representative in charge of the plowing operations. This allows the District to more effectively handle customer complaints, calls from law enforcement, and other issues as they arise. The Contractor's authorized representative shall also advise District of cessation of operations concurrently therewith.

VIII. SAFETY:

The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the work. Safety provisions shall conform to all present, amended and future applicable federal, state, county and local laws, ordinances, and codes, to the rules and regulations established by the Nevada Department of Industrial Safety, and to all other laws applicable to the work.

IX. INSTRUCTIONS:

The District will furnish to the Contractor maps of the District for use by Contractor's drivers. Maps will designate roads to be plowed and primary and secondary sanding routes. Secondary sanding routes shall be sanded only at the direction of the District. It is the District's goal to balance safety of the traveling public, expense and environmental concerns of the snow plowing activity on its roadways by minimizing unnecessary sanding efforts. However, public safety is the dominant factor.

X. PERMITS AND REGULATIONS:

Permits and licenses necessary for to perform the work shall be obtained by the Contractor at its expense. The Contractor shall acquaint itself with, and abide by, all requirements of this Contract and related documents. The Contractor shall comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work. If the Contractor observes that this Contract's specifications are at variance therewith, it shall promptly notify the District in writing, and specifically detailing any such discrepancies. If the Contractor performs any work contrary to such laws, ordinances, rules, and regulations, Contractor shall bear all costs, penalties, fines and attorney's fees incidental thereto.

XI. DISTRICT'S RIGHT TO TERMINATE CONTRACT OR TO DO WORK:

In the case of unsatisfactory performance by Contractor, District may provide snow removal to supplement Contractor's work without terminating the Contract, and Contractor shall be responsible for any increased costs above the per hour rates as specified by this Contract incurred by District for the balance of the Contract term.

If the Contractor should be adjudged voluntary or involuntary bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of it, or if it is insolvent, or if it should persistently or repeatedly refuse or fail to supply enough properly skilled or trained personnel or provide properly maintained equipment, or should fail to perform snow removal, provide adequate quality sand and salt or perform de-icing to a reasonable level of effort and care, or if it should fail to make prompt payment to its employees or subcontractors for material or labor, or persistently disregard governing law, ordinances, codes or the instructions of the District, or otherwise be guilty of a substantial or material breach or violation of any provisions of this Contract, then the District may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) days written notice, terminate this Contract with Contractor. In such case, the Contractor shall not be entitled to receive any further payment under this Contract.

If the District terminates the contract for unsatisfactory performance, Contractor shall be responsible for any increased cost in snow removal above the per hour rates as specified by this Contract for the balance of the Contract term.

In the event of disagreements, all parties agree to meet and confer prior to any action. Contractor will be provided reasonable opportunity to cure deficiencies prior to default or termination for unsatisfactory performance.

NRS 332.065, Subsection 3. states "If after the lowest responsive and responsible bidder has been awarded the contract, during the term of the contract he or she does not supply goods or services in accordance with the bid specifications, or if he or she repudiates the contract, the governing body or its authorized representative may re-award the contract to the next lowest responsive and responsible

bidder without requiring that new bids be submitted. Re-awarding the contract to the next lowest responsive and responsible bidder is not a waiver of any liability of the initial bidder awarded the contract."

XII. INSURANCE:

The Contractor shall obtain at its own expense all required insurance. Such insurance must have the approval of the District as to limit, form, and amount and be in accord with this Contract. The Contractor will not permit any District approved subcontractor to commence any work until the insurance requirements have been complied with by such subcontractor. Contractor shall obtain and maintain Workers Compensation Insurance and Comprehensive General Liability and Property Insurance. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The Contractor will provide District certificates issued by the insurance carrier showing that such policies are in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without thirty (30) days written notice to be delivered by certified or registered mail to the District. In case of the breach of any provision of this Article, the District, at its option, may take out and maintain at the expense of the Contractor such insurance as the District may deem necessary and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract.

A. **Comprehensive General Liability Insurance:** The Contractor shall submit written evidence that it and/or its subcontractors have obtained full Comprehensive General Liability Insurance coverage. This coverage will provide for both bodily injury and property damage and be in the minimum amounts of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The Bodily Injury portion will include coverage for injury, sickness, disease, or death, arising directly or indirectly out of, or in connection with, the performance of work under this Contract. The Property Damage portion will provide for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of, or in connection with, the performance of work under this Contract. Included in such insurance will be contractual coverage sufficiently broad to insure compliance with that provision titled "Indemnity" hereinafter. The Comprehensive General Liability Insurance will include as Additional Named Insureds the District and each of its officers, agents, and employees.

B. **Workers' Compensation Insurance:** The Contractor shall submit written evidence that it has obtained for the period of the Contract full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance will be in strict accordance with the requirements of the most current and applicable State of Nevada laws, including any amended laws taking effect during the term of this Contract. The Contractor shall, before the commencement of the work herein specified, and on an annual basis thereafter, furnish to the District a certificate of coverage in compliance with Nevada Workers' Compensation laws.

C. **Automobile Liability:** The contractor shall submit written evidence that it has obtained full Business Auto insurance coverage. This insurance shall include protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, operations, maintenance or use of equipment of the insured, or by its employees, agents or consultants, or by anyone directly or indirectly employed by the insured. The amount of insurance

shall be not less than \$1,000,000 combined single limit per accident, including non-owned and hired, applying to bodily and personal injury and property damage.

XIII. INDEMNITY:

The Contractor shall hold harmless, indemnify, and defend the District and each of its officers and employees and agents from any and all liability claims, losses, or damages arising or alleged to arise from or during the performance of the work described herein, and specifically including any personal injury, property damage, or any other loss caused by or occurring as a result of Contractor's performance of the Contract, however, that the District shall not be relieved hereby from non-immunized liability for the district's

XIV. PRESERVATION OF PROPERTY: *over negligence or that of its employee*

The Contractor shall take all precautions necessary to prevent damage to all property and improvements, including above-ground and underground utilities, trees, shrubbery, fences, signs, mail boxes, driveways, survey marks and monuments, buildings and structures, the District's property, adjacent property and any other improvements or facilities within or adjacent to the work. If such improvements or property are injured or damaged by reason of the Contractor's negligent operations, they shall be replaced and/or restored at the Contractor's expense, to a condition at least as good as the condition they were prior to the injury or damage. Roadway delineation/snow stakes shall be included in "District's property". When delineation is damaged beyond repair and new delineation has to be installed the cost of the delineation will be the Contractor's responsibility.

On or before September 1 of each contract year, the Contractor shall notify District, in writing, of any observable hazards existing on the streets that could reasonably cause injury to its drivers or damage to its equipment. District will repair, eliminate or mitigate such hazards upon adequate notice.

XV. ACCIDENTS:

The Contractor must promptly report in writing to the District all accidents arising out of, or in connection with, the performance of the work, giving full details and the names, addresses and statements of witnesses. In addition, if death or serious injury or serious damage occurs, the accident must be reported immediately to the District by telephone or messenger. If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the District, giving full details of the claim.

XVI. MATERIALS AND EQUIPMENT:

If the Contractor proposes to substitute materials or equipment from those specified, it shall first request approval from the District of the proposed substitutions. No substitutions may be made without prior written approval of the District.

XVII. RECORDS:

The Contractor shall at all times maintain adequate books and records pertaining to work under the Contract and documenting work performed, hours worked and costs of materials for de-icing and fuel. All records shall be available to District during regular business hours upon reasonable prior notice.

XVIII. PAYMENT:

Contractor shall be fully responsible for the prompt payment of all bills, wages and salaries including all taxes and insurance if its employees.

Contractor may submit invoices as soon as possible after a snow event, and at least once monthly by the 10th of the month for work performed the previous month. Payment under this Contract shall be made for each documented hour or partial hour of equipment used for snow removal, sanding and checking roads to determine if plowing/sanding is needed and shall be made for each load or partial load of sand/salt mix applied to the roads. Partial hours shall be documented and paid for in (1/4) quarter hour increments. In support of each billing, Contractor shall supply time records showing date, driver's name, general location of plowing or sanding, equipment used, hours of work, a measurement of sand/salt used, and fuel invoices if a surcharge is included in the invoice.

Payment shall be made to Contractor within fifteen days of receipt of an invoice, subject to verification by District of work performed.

De-icing or anti-icing materials, including sand/salt mix shall be paid for as used by the Contractor for the benefit of the District and shall be billed at Contractor's documented cost for materials, hauling, mixing, loading and storage. Records of total quantities and areas of application must be provided to the District with each pay request.

~~Whenever the average price of diesel fuel purchased during a semi-monthly billing period exceeds the established price per gallon for the snow year, Contractor may claim a one percent (1%) surcharge on the applicable equipment rates for that billing period for each fifteen cents (\$.15) the diesel price exceeds annual established rate. Contractor must include a copy of relevant fuel invoices with the billing. The annual unit price of diesel fuel will be reset at the beginning of each plowing season covered in this contract based upon the average monthly price paid by the district during the preceding six months (adjusted for taxes).~~

The Contractor shall accept the compensation as herein provided as the full payment for furnishing all superintendence, labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified; and for executing the work according to the Contract documents. No compensation will be made in any case for loss of anticipated profits.

XXI. SNOW REMOVAL AND DE-ICING PROCEDURES

A: PROCEDURES

Contractor shall perform snow removal and sanding on designated streets maintained by the District and on private roads within District boundaries that are designated by the District.

1. Unless District notifies Contractor otherwise, snow plowing shall commence when the snow reaches a depth of three (3) inches on the road at the intersection of North Benjamin and Kingsbury Grade. Sanding shall begin as soon as surfaces on regularly-sanded streets have the potential to become slippery, as determined by the District.
2. Contractor shall ensure school bus routes are free of snow and apply de-icing materials prior to the normal travel time of school buses and, when conditions permit, by 7 a.m. if the snow is at or over three (3) inches deep.
3. De-icing ("sanding") shall be done on streets designated by the District before 7 a.m. and again early afternoon when streets are icy and at such other times as conditions warrant.
 - a. District shall designate Primary and Secondary Sanding Routes. Secondary sanding routes shall only be sanded with approval of the District Representative or designate. Areas not identified as Primary or Secondary shall only be sanded at the direction of the District Representative or designate. District reserves the right to reduce or expand the routes based on operational requirements.
 - b. Should a sand truck be observed off of the approved Primary Sanding Route or repeatedly travelling the route with no visible sign of need for plowing or sanding without receiving prior permission from the District, all of the hours measured back to the last time the operator can be verified to have been on its normal route will be at the Contractor's cost. District shall not pay the Contractor for any un-authorized work.
 - c. Type "D" Sand meeting the Nevada Department of Transportation specification shall be exclusively used in the sand/salt mix applied to streets.
 - d. The District shall designate the application rate, width and symmetry of sand application.
 - e. The District shall communicate to the Contractor any changes in application rate from the calibrated rate of application as defined herein.
 - f. The District shall designate the width of spread pattern to use on each route unless this has been pre-arranged. In no case shall the spread pattern formed by the material extend beyond the traveled portion of the road.
4. After heavy snowstorms and when fire hydrants become inaccessible for use, Contractor shall clean in front of and around hydrants along the streets Contractor is obligated to plow. Contractor shall assume responsibility for any snowplow damage to such fire hydrants and shall indemnify and hold District harmless for damages to hydrants or any claim resulting from Contractor removing snow from fire hydrants. District, with input from Contractor, will ensure that hydrant locations are clearly marked.
5. A rotary snow blower shall be used in such areas as are designated by District, with District authorization prior to each use.

Payments Withheld: The District may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- a. Claims filed or reasonable evidence indicating probable filing of claims.
- b. Failure of the Contractor to make payments properly to subcontractors, suppliers or employees or for material or labor.
- c. Failure of the Contractor to repair damage to private property or in right-of-way.
- d. Failure to maintain or repair required equipment to meet performance requirements.

XIX. ISSUES WITH PRIVATE PROPERTY OWNERS AND THE GENERAL PUBLIC:

All complaints of third parties on snow removal or sanding received by the District shall be received by the District, which will direct matters to the Contractor as appropriate. Drivers shall be directed not to enter into discussions with the public but to refer issues to the District's designated representative.

District and Contractor shall cooperate in the removal of vehicles from the right-of-way when they are impeding snow removal. Contractor shall first notify the Douglas County Sheriff and then notify the District representative of such impeding vehicles.

XX. ANNUAL MINIMUM PAYMENT GUARANTEE:

\$500,000 for each year of contract and Extension
Unless this Contract is terminated as set forth herein, the District will guarantee an annual minimum payment of ~~\$315,000 for the first year, \$250,000 for the second year, and \$250,000 for the third year of the Contract.~~ Fuel surcharges, as noted in Article XVIII will not be counted toward the minimum guarantee. Contract extensions will be considered as an extension of the third year of the contract. ~~Annual minimum payment will be \$235,000 for each year of a contract extension. Additional work or alternative equipment used under the provisions of this contract may be substituted to fulfill work of minimal years when snowfall is light.~~

\$9,000 C
On October 1 of each Contract year, District will advance to Contractor the sum of ~~\$25,000.~~
Any balance due on the guarantee will be due June 1 of the following year or, upon written request of Contractor and with approval of District, a prorated amount equal to ~~\$36,250 per month less 10% retention during the months of October through May of the first contract year, \$31,250 per month less 10% retention the second year and third contract year, which may be paid in advance of June 1.~~ *\$65,000 C*
~~Contract extensions will be considered as an extension of the third year of the contract. A prorated amount equal to \$26,250 per month less 10% retention, which may be paid in advance of June 1.~~

Liability
Issue

6. District reserves the right to perform limited plowing (up 25% of the plowing work). If District plows, District shall coordinate its efforts with Contractor so that the work is not overlapped. Such coordination shall include but not be limited to a meeting with the Contractor to communicate specific streets that the District will plow, specific days and times that the District will take responsibility for plowing, and when the Contractor shall resume plowing and/or sanding responsibilities for those specific streets. Contractor shall not be liable for damage caused by District plowing efforts.
7. District will perform anti-icing operations within specific areas of the District. District shall coordinate such efforts with Contractor. Such coordination shall include but not be limited to a meeting with the Contractor to communicate specific streets that the District will perform anti-icing operations, specific days and times that the District Work will be performed, and when the Contractor shall resume anti-icing responsibilities for those specific streets. Contractor shall not be liable for damages resulting from District's anti-icing operations. Contractor shall be responsible for the overall safety of the roads at all times.
8. When practical, loader and ^{Do not turn a} plow truck blades shall be turned away from driveways and intersections to reduce or eliminate berms. Intersection berms shall be cleared regularly during and immediately after a storm.

B. EXCESSIVE WINTER DE-ICING MATERIALS/ABRASIVES USAGE

1. The District has determined the amount of winter de-icing materials/abrasives required to complete each route based on normal rate of application and even coverage.
2. Should the winter de-icing material/abrasives usage by the Contractor be found excessive (more than 10% of the amount of winter de-icing material/abrasives estimated for the assigned route using the traveled route distance, capacity of the spreader and normal application rate), the District shall have the right to deduct the cost of the extra winter de-icing material/abrasives used from any payment due to the Contractor.
3. Should the winter de-icing material/abrasives usage as a function of distribution rate as measured by the spreader controls (+/-5%) not equal the actual volume of winter de-icing materials/abrasives used, the spreader will be deemed to be operating improperly or the load to have been spread incorrectly. If so, the Contractor shall immediately advise the District and shall do the following:

Should the Contractor have a spare spreader, the Contractor shall remove from service the out of calibration spreader. The Contractor shall make the spreader switch recognizing that time is of the essence. The District and Contractor shall agree on the time required to make the switch safely. The Contractor shall not be entitled to payment between end of route time for out of calibration spreader and arrival on route of spare spreader.

4. If the Contractor does not have a spare spreader, District may permit the Contractor to use the out of calibration spreader on the current winter event.

5. The out of calibration spreader shall be re-calibrated and available within twenty-four (24) hours or other District and Contractor agreed upon time frame. The District's decision shall be final.

~~The Contractor shall ensure that the actual volume of winter de-icing materials used is included in daily reports. This shall be reported in cubic yards.~~

Upon completion of an assigned route the Contractor shall return any unused winter de-icing materials to its place of origin and again shall ensure that the actual cubic yard volume of winter de-icing materials used is included on the daily reports.

The Contractor shall be aware that large or foreign objects may exist in the winter de-icing materials. The Contractor shall take such precautions to prevent damage to his equipment and public from such objects. District will not be responsible for any damages from such objects loaded into the Contractor's spreaders.

XXII. EQUIPMENT:

- A. MINIMUM EQUIPMENT REQUIRED. Contractor shall have in good working order for the performance of this Contract the following equipment. Substitutions may be made only with the approval of District and will be documented with an amendment to this Contract. Other equipment and hourly rate may be listed (will not be included in determining the rate for bidding) but could be made available by the contractor for use under this contract as approved by the district. ~~Minimum equipment required, when not available during a snow event may be cause for a deduction of payment (at the rate specified in the bid) unless suitable substitution has been approved by the district.~~

- a. Five (5) fully chained wheel loaders with 10 to 14-foot snow blades and a minimum of three (3) three-cubic yard buckets.
- b. Two (2) large rotary snow blowers with minimal capacity each of 2500 tons per hour. And two (2) small rotary snow blowers with capacity of approximately 600 to 1000 tons per hour. Blowers may be loader-mounted.

Plowing/Sanding and Salting units as specified;

- c. Three (3) Spreader/Snowplow Combination Truck with drive wheels chained with 5 to 7 cubic yard spreader box / hopper, 10 to 14-foot reversible snow blade complete with operators (this includes one extra truck for back-up). All trucks must be able to be fitted with GPS sensors to indicate plow up/down.

~~Two (2) of the spreader trucks must have both pre wetting and anti-icing capability and be equipped with a minimum liquid tank capacity of 490 gallons per spreader truck~~

4. All snowplow units shall be equipped with variable speed spread control system capable of controlling the application rate of sand or the sand/salt mixture. A hydraulic pump, powered by the vehicle's engine, shall power the hydraulic system of all spreader boxes. Auxiliary motors are not permitted. All must be capable to be fitted with GPS sensors for plow up or down.

NO
Brine
Approved
for this
year

5. Variable speed spread control devices shall be able to be calibrated to ensure consistent and uniform delivery of material to the road. It is preferred for the spread rate application settings to be controlled from inside the cab of the vehicle. All must be suitable to be fitted with GPS sensors for spreader on/off protocol.

6. One (foreman) support truck (1 ton) with blade.

All plow trucks will be fitted with prescribed vehicle tracking system modules at District's expense. Contractor is responsible for use, maintenance, and security of these tracking units. The GPS unit is connected to the electronic wiring harness system of the vehicle. Detailed information on the current system being used can be found at <http://www.networkfleet.com>.

- The District will pay the monthly monitoring charges.
- The District will allow the Contractor limited access to various functions within the software and to generate reports.

Equipment not meeting the above requirements will be rejected. Within the provisions of this contract and upon mutual agreement the contractor may make equipment available to complete other district assignments which the contractor is licensed and qualified to perform.

XXIII. DE-ICING AND ANTI-ICING MATERIALS:

A. Contractor shall prepare and provide mixed sand and salt for de-icing at a ratio not to exceed 1 part salt to 3 parts Type "D" at Contractor's cost. Contractor shall provide covered storage for the sand/salt mixture and maintain moisture content at less than 2%. Alternatively, District, at its discretion, may provide and store mixed sand/salt for Contractor's use with appropriate notice.

B. District may seek to explore de-icing and anti-icing alternatives during the term of the Contract and reserves the right to negotiate with Contractor the implementation of a different sanding/de-icing/anti-icing program which may include, among other things, pre-wetting of the sand/salt mix, use of different chemicals and a change in application rates or procedures. District reserves the right to bring the sanding component of the contract in-house upon reasonable notification to Contractor with appropriate reduction in minimum rate payable to contractor.

C. QA/QC: Contractor shall allow the District to obtain samples of the sand/salt mix from spreaders to verify correct sand type and mix ratios.

XXIV. STAGING YARD AND MATERIALS STORAGE:

A. Contractor must provide his own equipment staging and material storage area at Stateline, Nevada or at another nearby (within two miles of District boundaries) District-approved site. Contractor is required to operate and maintain the yard in compliance with applicable State and Federal laws.

XXV. DEFINITIONS:

- cu*
- A. ~~SANDING means the application of de-icing abrasives by pre-wetting a sand and salt mixture as it is applied during and after storm events.~~
- B. ~~ANTI-ICING means pre-wetting the road surface with 23% salt brine and/or salt before a storm event.~~
- C. ~~DE-ICING means Application of 23% salt brine and salt after a storm event.~~

Remove from contract due to distract Brine a

XXVI. SAND SPECIFICATIONS (SPEC. "D"):

- Moisture content shall not be in excess of 5% of the weight of the material delivered.
- Durability Index or hardness must be greater than 75 per ASTM D4644 test. The loss by abrasion must be less than 33%.
- The content of material smaller than 100 mesh sieve must not exceed 4.0 percent fines by weight. The content of material smaller than 200 mesh sieve must not exceed 2.5 percent fines by weight. Phosphorus: The maximum phosphorus content shall be 10 parts per million or less.

SIEVE SIZE	PERCENTAGE PASSING
#4	93% - 100%
#8	40% - 80%
#16	15% - 60%
#50	0% - 20%
#100	0% - 4%
#200	0% - 2.5%

TBD alternative to be discussed.

"Percent Fines" means the percent material passing a specified sieve size as determined by the American Society for Testing Materials (ASTM) "Standard Method for Sieve Analysis of Fine and Coarse Aggregates", designation I 36-84a or AASHTO Designation T27.

"Durability Index" means the hardness of the material or its resistance to breaking down as defined by American Association of State Highway and Transportation Officials (AASHTO) T-210 or Caltrans Test 229.

"Loss by Abrasion" means the percent loss of weight as determined by using AASHTO "Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and impact in the Los Angeles Machine". Designation AASHTO T-96.

Manchester Ent. Inc.

Exhibit "B"

P.O. Box 2275, Stateline, NV 89449
NV Lic #17085A CA Lic #946920
(775) 588-2842

Bid Proposal

8/19/2025

KGID
P.O. Box 2220
Stateline, NV 89449

Estimate #

2074

Project: KGID 2025-2028

Description	Qty	Rate	Total
Exhibit B (Rates)			
We hereby propose to furnish the Labor, Equipment and Materials for the completion of 2025-2028 Snow Removal Contract:			
Require Equipment Listing - Type/Model/Capacity	1	225.00	225.00
Hitachi Snow Blade / 5cyd (We have total of 10 Loaders)	1	225.00	225.00
Hitachi Snow Blade / 5cyd	1	225.00	225.00
Hitachi Snow Blade / 5cyd	1	225.00	225.00
Case 821 Snow Blade / 5cyd	1	225.00	225.00
Case 821 Snow Blade / 5cyd	1	225.00	225.00
Case 721 Snow Blade / 5cyd	1	400.00	400.00
Idaho Norland 500 ton Snowblower (We have total (4) this size)	1	400.00	400.00
Michigan Loader Mount Ton per hour Snow Blower	1	400.00	400.00
Unimog 500 ton snowblower	1	400.00	400.00
Case 821 Loader Mount 500 Ton Snowblower	1	275.00	275.00
Bobcat Trackless Snowblower 250 Tons (we have (4) this size)	1	200.00	200.00
Mack 6Wheel Drive (7) cyd Sander Truck (3 Total)	1	200.00	200.00
Oshkosh 6Whl Drive (7cyd) Sander Truck (2) Total	1	200.00	200.00
International 6Whl Drive (7cyd) Sander Truck (2) Total	1	250.00	250.00
(6) Wheel Grader	1	150.00	150.00
Support Truck (1) ton with Blade/Foreman Total of (3)	1	200.00	200.00
Case 580L Backhoe Fully Chained			
Season Guarantee to be rased to \$500,000 per year			
Salt/Sand Mixture TBD by Market Rates			
57			33
Acceptance _____	Total		\$4,425.00

Exhibit "C"

REQUEST FOR PROPOSALS (RFP):



Snow Removal Services Kingsbury General Improvement District

Date Issued:

July 26, 2025

REQUEST FOR PROPOSALS

A. INTRODUCTION

Kingsbury General Improvement District (KGID) is soliciting proposals from qualified contractors to provide professional snow removal services on approximately 22 miles of KGID-maintained streets within its jurisdiction. Kingsbury Grade (SR 207) is maintained by the Nevada Department of Transportation and is excluded from this RFP.

The selected vendor must enter into KGID's Professional Services Agreement.

This RFP is issued pursuant to NRS Chapter 332., and the resulting contract will be awarded to the lowest responsive and responsible proposer in accordance with NRS 332.043 and 332.065(2).

B. BACKGROUND

As a team, our employees and Board of Trustees provide water and sewer service, maintain roads and drainage systems for the benefit of our customers using modern business systems in an efficient, courteous, and accountable manner which surpass standards set for public health, safety, and the environment.

C. SCOPE OF SERVICES

The Contractor shall:

- Perform all work and furnish all labor and equipment required to perform snow removal.
- Perform snow plowing, blowing, sanding, de-icing, and/or anti-icing on designated streets. *OK designated streets.*
- Plow operations ~~are deficient and unacceptable if they result in fire hydrants being inaccessible by first responders.~~ *will possibly* Plowing operations ~~are to be~~ *will be* conducted and concluded in a fashion that ~~assures ready hydrant access.~~ *hydrant minimums can be met T.B.D.* Operators shall not cover hydrants with plowing debris; ~~and the contractor shall cause the removal of any such debris from around hydrants such that they are accessible by first responders, at no additional cost to KGID, and prior to the end of that operator's shift.~~ *Plowing debris will happen due to plow operation during a storm. M&E will do their best to plow the roads and keep berms to a minimum*

- This includes snow bladed or piled due to plowing, blowing, or other equipment activity performed by the Contractor. ~~Contractor is responsible at Contractor's sole expense to remove any such obstruction within 24 hours of said obstruction occurring.~~ Contractor will do it's best to remove berms from hydrants after storm event.
- Contractor is **not responsible** for removing snow from around hydrants that accumulated naturally during a snowstorm, provided the Contractor's operations did not contribute to the obstruction. All required hydrant snow removal shall be completed within 24 hours of notification, as determined by KGID staff.
- ~~Widen streets narrowed by snow buildup within 24 hours.~~ ^{Start is 24 hrs} of snow event. Road widening can take several days after a storm event.
- Contractor shall respond to KGID dispatch regarding resident or District complaints related to snow removal operations within four (4) hours of notification. The District shall determine whether a complaint is reasonable and warrants contractor action. Once deemed reasonable, the Contractor shall resolve the issue within twelve (12) hours, unless otherwise approved or extended by KGID staff due to extenuating circumstances.

KGID will provide:

- Maps identifying snow removal routes, primary sanding routes and secondary sanding routes.
- Road markers and snow stakes at its expense; contractor will assist in determining placement.

Timeliness Standard:

- Snow removal must commence within 1 hour of snowfall reaching three inches. ^{1st} Standard protocol is main roads @ 3" and secondary roads @ 6"

Reporting:

- Contractor must submit daily logs of service activity, route coverage, and material use on a weekly basis. ^{Snow removal is a continuing event, not a start/stop procedure} as it a larger endeavor than a weekly monthly process.

D. INSURANCE REQUIREMENTS

Contractor must maintain the following minimum coverage:

- Commercial General Liability: \$2,000,000 per occurrence.
- Automobile Liability: \$1,000,000 per occurrence.
- Workers' Compensation: As required by Nevada law.

- Proof of insurance must be submitted before contract execution.

(These standards reflect common public-sector and municipal contracting norms for snow removal and similar public works services)

E. SUBMISSION REQUIREMENTS

Provide:

- Two printed and one digital copy of your proposal. Digital submissions may be emailed to judy@kgid.org
- Use 8.5" x 11" format, 1" margins, 12-point font.

Organize proposals as follows:

Section 1: Company Introduction

- Cover page with name and contact information.
- Company background and philosophy. *See 2012 Contract Exhibit A*
- Key competitive advantages. *Leaving Road Yard 32 acres plowed roads for 44 years prior*
- Summary of comparable service contracts with name and telephone number of each contact person. *See 2012 Contract Exhibit A*

Section 2: Fee Proposal

- Hourly rates by role/position. *Exhibit B*
- ~~Indicate if rates reflect a discount from commercial rate and if so the value of the discount.~~ *No Discount*
- Describe rate comparability with other public contracts.
- Acknowledge rates are valid throughout contract duration and extensions. *Ch*

Section 3: Contract Review and Revisions

Vendors will be required to sign KGID Professional Services Contract and agree to all mandatory terms and conditions. A copy of the KGID Professional Services Contract is available upon request by contacting judy@kgid.org

- If vendor takes exception to any provision(s) in the standard contract, the vendor must note which provision(s) it takes exception to by identifying said provision(s) and proposing alternate language.
- Exceptions raised by vendor may, at KGID's discretion, be grounds for rejection of proposal.

- Vendors that fail to note their exceptions(s) to the contract in their proposal will be deemed to have accepted KGID's Professional Services Contract, "as is."

Section 4: Equipment Inventory and Commitment

Proposers shall provide a comprehensive list of all snow removal equipment they currently own and intend to dedicate to KGID operations if awarded the contract. The list should include:

- Vehicle/equipment type, model, and year
- Plowing/blowing/sanding capacity
- Status (owned, leased, or to be acquired)
- Availability (e.g., dedicated, on-call, or shared use)

If the proposer plans to lease or purchase additional equipment specifically for this contract, this intent must be clearly stated along with the anticipated acquisition timeline.

KGID reserves the right to verify availability and inspect proposed equipment prior to contract award.

F. EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

- **Relevant Experience** – Demonstrated history providing similar services for public agencies or comparable environments.
- **Responsiveness to RFP Requirements** – Completeness, clarity, and organization of the proposal.
- **Personnel Qualifications** – Competence and certifications of key staff.
- **Fleet & Equipment** – Type, number, and readiness of vehicles/equipment.
- **Performance Record** – Documented reliability, past contract compliance, and references.
- **Availability & Responsiveness** – Ability to meet required response times and communication standards.
- **Liability Coverage & Risk Management** – Insurance documentation and history of claims or litigation.
- **Cost Proposal** – Comprehensive pricing including:

- Hourly standby rate
- Hourly plowing rate
- Hourly hauling rate
- Equipment and operator cost

G. QUESTIONS

Submit questions to judy@kgid.org using subject line "Snow Removal RFP Question - [Topic]" by August 11, 2025. Queries will be answered no later than August 15, 2025.

H. SUBMITTAL DEADLINE

Due: August 20, 2025 by 4:00 p.m.

Submissions not received by that date and time will be deemed untimely and rejected

Mail or Courier delivery to:

Email of electronic submissions to:

Kingsbury General Improvement District
Attn: Judy Brewer
P.O. Box 2220
Stateline, NV 89449

judy@kgid.org

Submissions may also be hand delivered to:

Kingsbury General Improvement District
160 Pine Ridge Drive
Stateline, NV 89449

I. Award Basis

KGID will award the contract to the **lowest responsive and responsible proposer**, as defined in **NRS 332.065**. The District reserves the right to:

- Reject any or all proposals,
- Waive minor irregularities,
- Negotiate with top-ranked firms, and

- Cancel or reissue the RFP if necessary.

J. CONTRACTUAL TERMS

1. Length of Contract

Three-year term with option to renew.

2. Acknowledgment of Terms

Submission of a proposal in response to this Request for Proposals (RFP) constitutes acknowledgment and acceptance of all terms, conditions, and requirements set forth herein.

3. Right to Revise the RFP

KGID reserves the right to revise, amend, or clarify any portion of this RFP prior to the final deadline for submission. Any such revisions will be issued in writing to all known recipients.

4. Right to Extend Submission Deadline

KGID may, at its sole discretion, extend the proposal submission deadline. In such an event, all proposers shall be afforded an opportunity to revise their submissions accordingly.

5. Late Submissions

Proposals received after the designated deadline will not be considered. KGID retains sole discretion in determining the timeliness of submissions.

6. Waiver of Informalities

KGID reserves the right to waive any minor informalities or irregularities in the proposal process when such waiver is in the best interest of the District.

7. Withdrawal and Rejection Rights

KGID may withdraw this RFP at any time without prior notice and reserves the right to reject any or all proposals received, in whole or in part.

8. Request for New Proposals

KGID reserves the right to request new or revised proposals from any or all proposers, including but not limited to clarification or supplementation of previously submitted proposals.

9. No Guarantee of Award

KGID makes no representation, warranty, or guarantee that any contract will be awarded as a result of this RFP.



LOPEZ SNOW REMOVAL
SOUTH LAKE TAHOE

August 20, 2025

Kingsbury General Improvement District
Attn: Judy Brewer
PO Box 2220
Stateline, NV 89449
judy@kgid.org

RE: Snow Removal Services: Kingsbury General Improvement District

Dear Ms. Brewer, Mr. Dornbrook and the KGID Board:

Lopez Snow Removal is pleased to submit the enclosed proposal for the 2025, 2026, and 2027 snow seasons. We would welcome the opportunity to serve Kingsbury General Improvement District (KGID).

We are a local, minority-owned small business that prides itself on providing quality and reliable snow services to the South Lake Tahoe and Stateline communities. We are licensed and insured in California and Nevada. We offer extensive snow removal expertise, professional equipment, and first-rate communication to build lasting relationships with satisfied customers. We care about getting the job done right, no matter the conditions, as our reputation shows.

Additionally, enclosed please find:

- 1) **Company Introduction**
- 2) **Fee Proposal**
- 3) **Contract Review and Revisions**
- 4) **Equipment Inventory and Commitment**

Thank you for your consideration and please let us know of any questions you may have.

Sincerely,
Jaime Lopez
Managing Member
530-539-4032
lopezsnowremoval@gmail.com
lopezsnowremoval.com



Section 1: Company Introduction

Philosophy

LSR provides exceptional quality snow removal service with the best equipment, the best operators, and the best customer services. We are members of this community and care about our friends and neighbors' wellbeing, which includes being safe and able to continue their days, even in snowy conditions. This drives us to provide quality snow removal responsiveness and customer service. We are truly passionate about this work and grateful to be part of the community that supports our small business. This philosophy has guided us in growing our company and is core to our operations and company identity. It is also why we have excellent references from our clients that have seen us in action.

Lopez Snow Removal (LSR) has eight years' experience in South Lake Tahoe area. Since inception, we have grown from extensive residential service to focusing on improvement districts, government contracts, commercial parking lots, apartment buildings, and HOAs in some of the most challenging areas in South Lake and Stateline. Our core operations are within KGID's service area, so we are very familiar with the unique challenges faced by Kingsbury's terrain.

LSR licensed and in good standing in California and Nevada (Lopez Home Enterprises LLC DBA Lopez Snow Removal). LSR carries General Liability Insurance of one million occurrence and two million aggregate and current workers compensation insurance. This will be raised to the required two million occurrence upon contract award. To date, LSR has only one small claim submitted to insurance (the fender of a small, snow-covered car was damaged) and no litigation.

Team Organization

LSR anticipates consistently utilizing the following primary operators for this contract. LSR reserves the option to supplement additional or alternative crew members as needed. Not all may be required at one time.

Jaime Lopez – Managing Member of Lopez Snow Removal. He has 9 years of snow removal experience, including, operating wheel loaders with bucket/plows, skid steers with both buckets/blowers, plow truck, and compact excavator for both commercial and residential clients. Roofs snow removal, debris removal and deicing as needed. More than 10 years of operator experience in greater Los Angeles area. Including dozers, wheel loaders, excavators, and skid steers for large scale demolitions, skyscraper/office building footings, and foundation work. Jaime is also a licensed CA contractor that can utilize his knowledge and experience for repairs as needed.

Jaime Guzman – Senior operator with Lopez Snow Removal 5 years with experience operating each loader, skid steer (bucket and blowers), and excavator during winter and



summer conditions. Operates the loaders, skid steers, and hand machines. Experienced in heavy snow conditions in Kingsbury area.

Valentine Hernandez – Senior operator with Lopez Snow Removal 6 years with experience operating each loader, skid steer (bucket and blowers), and excavator during winter and summer conditions. Operates the larger loaders, skid steers, and hand machines. Experienced in heavy snow conditions in Kingsbury area.

Brayan Mandujano – Operator with Lopez Snow Removal for 3 years, including experience operating the wheel loaders and skid steers (bucket and blowers). Experienced in heavy snow conditions in Kingsbury area.

Jose Morales – Operator with Lopez Snow Removal for 2 years, including experience operating the wheel loaders and skid steers (bucket and blowers). Experienced in heavy snow conditions.

Scope of Work/Operations Plan

The following operations plan is tailored to suit the site needs and ensure the best service for KGID. For effective and efficient snow removal, Lopez Snow Removal operates in three phases. Tiering the phases of removal allows us to prioritize access without shortchanging long-term site conditions. Scope includes:

- Perform all work and furnish all labor and equipment required to perform snow removal within KGID's district (proximately 22 miles of KGID maintained streets).
- Snow removal begins within 1 hour of snowfall reaching 3 inches of accumulation.
- Perform snow plowing, blowing, sanding, deicing, and/or anti-icing on designated streets.
- Obstructions caused by plowing shall be removed within 24 hours of occurrence. Operators shall not cover hydrants and will be responsible for removal prior to end of operator's shift. Any contractor obstruction of fire hydrants shall be removed within 24 hours of notification as determined by KGID staff.
- Widen streets within 24 hours.
- Respond to KGID dispatch regarding resident or district complaints within 4 hours of notification. The district shall determine whether the complaint is reasonable and warrants contract action within 12 hours.
- Assist in staking the district prior to first snowfall (stakes and road markers to be provided by KGID).
- Submit daily logs of service activity, route coverage and material use on a weekly basis.
- Local staging to be discussed with KGID.

Timing: Lopez Snow Removal (LSR) is available 24/7 and may operate at any time of day to meet contract specifications. LSR actively monitors all snow events and always has staff ready to respond no matter the timing. Per RFP specs, LSR will mobilize within 1 hour of snow reaching 3 inches of accumulation. Our crews have dedicated routes so there is consistent



staffing, allowing for familiarization with the site and assurance of faster, better service.

Communication: Close communication is essential in the beginning of any snow removal partnership, as LSR learns in more detail the nuances of KGID's needs. We prefer to have an onsite manager that can communicate with us directly. Generally, we text with managers on expected snow events, arrivals, any issues or delays, and any changes needed to the service. We're happy to adjust to the client's communication needs/expectations. LSR will automatically respond to a storm event but appreciate **prompt communication** for any corrections that need to be made or any issues that arise, especially in the beginning phases of the contract. Any damage should be immediately reported to LSR and we can discuss appropriate next steps. Generally, this is minimal and typical to snow removal operations that are resolved in the spring.

Safety: LSR has **new equipment** that has safety features, proper lighting and safety controls. Our crew are trained and retrained each season, including daily "tailboard" safety meetings. We use tracking on our machines for easy mapping of routes, timing etc.

Phase 1: Triage – Access Priority

Upon accumulation of 2 inches or more, the priority is responding to snow events and providing access. In Phase 1, LSR will prioritize removal of the primary road surface to a width allowable for two-way vehicle passage. Depending on snow conditions and levels of seasonal accumulation, this may vary.

During Phase 1, LSR primarily utilizes its John Deere 644, 544, and 444 wheel loaders with **winged plows**. These offer the most efficient and thorough operations. The new machines operate efficiently allowing LSR to cover many miles more effectively than with alternative equipment. We generally do not use plow trucks because the plows are not winged and therefore tend to incur more damage and more snow buildup on fire hydrants. Other equipment/plows may be substituted to best fit site needs.

LSR will also utilize **2 municipal scale salt and sand spreader trucks** to liberally apply ice control materials. LSR utilizes a mix of sand and salt (typical for municipal needs in cold areas) for best traction on the steep Kingsbury roads. Additional **deicer may be utilized** as needed and discussed with KGID.

Phase 2: Cleanup/Snow Storage

After a snow event, LSR will return as needed to widen the roads, improve access and cleanup as much as reasonably feasible. Within 24 hours the 644 wheel loader with the blower will conduct road widening. We may also use any of the skid steers with high-flow blowers for widening where the larger blower does not fit to continue efficient operations. Any incidental snow accumulated from snow removal operations **around fire hydrants** will be removed within **24 hours**. This phase may also utilize other large and medium wheel loaders or more skid steers and blowers, depending on site conditions and needs.



Phase 3: Site Maintenance and Preparation

This phase further cleans/widens the site and includes hauling and relocating snow as needed to prepare for additional accumulation. Typically, this phase utilizes the wheel loaders/buckets, skid steers and the dump trailer but may require alternative equipment in heavy snow years.

If requested, LSR may apply of anti-icing liquid brine 12-72 hours before an anticipated snow event, when in its best judgment such application will delay or prevent snow accumulation, particularly in steep areas where additional preventative measures are needed. Not all storms or areas will benefit from brining.

LSR Advantages

As detailed throughout this submission, LSR has a unique and robust operations system to provide the best quality service. Some additional advantages to highlight include:

- **Fast and Responsive** – We utilize the same crew year after year to ensure familiarity with the site and allow for fast and safe snow removal.
- **Communication** – We are easy to work with, responsive, and communicative. We have 24/7 response time, dedicated in-office staff and multiple back-ups to ensure communication flows from KGID to the operators as needed.
- **New Equipment** – New equipment means less break downs, better, more efficient, less fuel stops and safer service.
- **Winged Plows** – Having the right plows makes all the difference in efficient removal and avoiding damage and accumulation on fire hydrants and driveways.
- **Tracking** – All our machines are tracked in real time with GPS monitoring.
- **Cameras** – All our machines have cameras for quality control and incident documentation.
- **Safety is a priority** – Our daily tailboards and frequent training prioritizes safety. Snow removal is dangerous but to date we have only had one incident requiring reports to insurance (a small vehicle hidden in the snow and unflagged).
- **Mechanic on-call** – Should we need assistance we have a staff mechanic on call and a strong working relationship with the John Deere dealer to resolve any issues.
- **Repair/Summer Operations** – We take responsibility for repairs that are a result of snow removal operations and utilize our year-round crew to resolve any issues during the summer.

References

- 1) Ponderosa Pines HOA, Kathy Odom, (775) 901-0698, kgotahoe@gmail.com
- 2) Summit Village HOA, Janet Martell, (775) 3150-5256, summitvillage.nv@gmail.com
- 3) Oliver Park General Improvement District, Stephan Haase, (775) 781-3541 stephan@kingsburysnowremoval.com
- 4) Tahoe Valley Properties, Jerry Williams, (530) 318-0079, jerry@tahoevalleyproperties.com

Section 2: Fee Proposal

Schedule: November 1– April 30 (may be adjusted per Customer requirements)

Seasonal Fixed Price: LSR can offer a seasonal rate of **\$480,000/season**. 10% deposit due at the beginning of each season. Monthly payments thereafter. Alternative payment details negotiable with KGID.

This all-inclusive price includes completion of all work under the operations plan regardless of the number of storms or site visits required to successfully remove and store the snow. It also includes sand and fuel and mechanic repairs. Within this flat rate, LSR will also repair minor damage that may be incurred during typical snow removal operations. With a fixed price, KGID will have **no surprise bills, no improper billing** for less than 3 inches accumulation, **no nickel and diming** deicing materials or fuel used. Just fast, effective, and thorough service for its residents. This rate is considered discounted more than 10% from a comparable commercial contract and government contract, accounting for the size, scope, and needs of KGID. This is also a significant discount from KGID's recent snow removal costs. Per public record, KGID appears to have averaged approximately \$609,000/season for seasons 2021, 2022, and 2023, with invoice swings as high as \$1.2 million (not accounting for other costs for litigation or damages etc.). Our fixed rate eliminates the guess work and also ensures a fair rate for both KGID and LSR in heavy and light years.

Rates out of scope work: Additional snow removal will be billed at the following rate (unless otherwise agreed upon). The following rates are discounted 10% from our commercial and other governmental prices.

Crew: \$54

Supervisor: \$76.50

Mechanic (contract related repairs: \$252

Equipment (with 1 hr minimum):

- John Deere 644G Wheel Loader - \$270/hr
- John Deere 544P Wheel Loader - \$247.50/hr
- John Deere 444k Wheel Loader - \$207/hr
- John Deere 244k Wheel Loader - \$193.50/hr
- John Deere 324G Skid Steer - \$162/hr
- John Deere 318G Skid Steer - \$144/hr
- John Deere 26G Compact Excavator - \$103.50/hr
- Big Tex 14LP Dump Trailer - \$63/hr
- F600 Dump Truck (5 yard) - \$135/hr

All rates are valid throughout the contract duration and any extensions.

Section 3: Contract Review and Revisions

LSR raises no exceptions to KGID's Professional Services Contract.

Section 4: Equipment Inventory and Commitment

As discussed above, LSR will utilize various equipment to best suit the snow conditions and phase of treatment. LSR reserves the option to utilize or share alternate equipment of similar type/capacity to allow for best contract execution for KGID.

- 1. John Deere 644G Wheel Loader (2) (40000lb)**
High-capacity wheel loader, manages large snow loads effectively. Dedicated to KGID.
 - a. 4 Yard bucket
 - b. 18 ft plow with wings
 - c. Larue D-445 heavy duty municipal grade, loader mounted two-stage snow blower*
- 2. John Deere 544P Wheel Loader (25000lb)**
High-capacity wheel loader, manages large snow loads effectively. Dedicated to KGID.
 - a. 3 Yard bucket
 - b. 18 ft plow with wings
- 3. John Deere 444k Wheel Loader (12,000lb)**
Medium capacity ideal for tighter areas. Shared within the district.[†]
 - a. 1.5-yard bucket
 - b. 10ft plow with wings
- 4. John Deere 244k Wheel Loader**

* To be acquired upon contract execution.

[†] May be traded/upgraded to 544 if snow conditions require. An additional 544 can also be acquired as needed.

- (12,000lb) Backup machine for contract.
- a. 1.5-yard bucket
 - b. 10ft plow
5. **John Deere 330G Skid Steer (70 hp)**
Precise and compact typically utilized for phase 2/3.
- a. 72inch high-flow blower
 - b. 2-yard bucket
6. **John Deere 324G Skid Steer (70 hp)**
Precise and compact typically utilized for phase 2/3
- a. 72inch high-flow blower
 - b. 2-yard bucket
7. **John Deere 318G Skid Steer (65 hp)**
Precise and compact typically utilized for phase 2/3
- a. 60 inch high-flow blower
 - b. 2-yard bucket
8. **John Deere 26G Compact Excavator (20 hp)**
Utilized for tight spaces, snow relocation, build up removal.
9. **Big Tex 14LP Dump Trailer (7-ton, 17.25 Cubic yards, hydraulic jack)**
Available for snow storage/hauling.
10. **F600 Dump Truck (5 yard)**
Available for snow storage/hauling.
11. **Chevy Silverado 2500 Duramax (4X4 flatbed support truck)** Flatbed, tools, fuel, lube, spare parts, hand tools, deicer etc.
12. **Chevy Silverado 3500 Duramax (Sander truck)**
Spreader for ice control operations (see below)
13. **Chevy Silverado 5500 Duramax (Sander trucks)**
Spreader for ice control operations (see below)
14. **Henderson FSM-A heavy-duty salt & sand spreader for trucks* (2)[†]**
Hydraulically powered 7" variable pitch auger to handle the toughest jobs, stainless steel construction, standard top grate screens are included for safety.

[†] To be acquired upon contract execution.



KGID Snow Removal Services – Proposal Evaluation Matrix

Lopez

~~Parish~~ Parks

Evaluation Criteria	Description	Weight (%)	Score (0-5)	Weighted Score
1. Relevant Experience	History providing similar services to public agencies or comparable environments	20%	<u>4</u>	<u>16</u>
2. Responsiveness to RFP Requirements	Completeness, clarity, and organization of proposal	10%	<u>5</u>	<u>10</u>
3. Personnel Qualifications	Competence and certifications of proposed staff	10%	<u>4</u>	<u>8</u>
4. Fleet & Equipment	Type, number, condition, and readiness of vehicles/equipment	15%	<u>4</u>	<u>12</u>
5. Performance Record	Past contract compliance, references, and documented reliability	10%	<u>3</u>	<u>6</u>
6. Availability & Responsiveness	Ability to meet response times and communication standards	10%	<u>3</u>	<u>6</u>
7. Liability Coverage & Risk Management	Insurance documentation, limits, and any claims or litigation history	10%	<u>4</u>	<u>8</u>
8. Cost Proposal	Hourly standby, plowing, hauling, equipment/operator rates – overall pricing competitiveness	15%	<u>5</u>	<u>15</u>
Total		100%	<u>81</u>	<u>100</u>

Scoring Guide (0–5 Scale)

Score Interpretation

- | | |
|---|----------------------------------|
| 0 | Did not address or non-compliant |
| 1 | Poor – insufficient detail |
| 2 | Fair – minimally meets standard |
| 3 | Good – meets standard |
| 4 | Very Good – exceeds expectations |
| 5 | Excellent – outstanding response |

Example Calculation

- **Criterion:** Relevant Experience
- **Evaluator Score:** 4 out of 5
- **Weight:** 20%

Weighted Score = $4 \times (20 \div 5) = 16$

Repeat this process for all 8 criteria, and then **sum the weighted scores** to get the **Total Score (out of 100)**.

- Each evaluator should complete their own matrix independently.
- After scoring, results can be averaged or discussed collectively to reach a consensus.
- This structure supports a transparent and auditable review process in alignment with **NRS 332.065** for awarding to the *lowest responsive and responsible proposer*.

~~9-17-00~~

Manchester

Parker



KGID Snow Removal Services – Proposal Evaluation Matrix

Evaluation Criteria	Description	Weight (%)	Score (0-5)	Weighted Score
1. Relevant Experience	History providing similar services to public agencies or comparable environments	20%	5	20
2. Responsiveness to RFP Requirements	Completeness, clarity, and organization of proposal	10%	2	4
3. Personnel Qualifications	Competence and certifications of proposed staff	10%	4	8
4. Fleet & Equipment	Type, number, condition, and readiness of vehicles/equipment	15%	5	15
5. Performance Record	Past contract compliance, references, and documented reliability	10%	4	8
6. Availability & Responsiveness	Ability to meet response times and communication standards	10%	4	8
7. Liability Coverage & Risk Management	Insurance documentation, limits, and any claims or litigation history	10%	3	3
8. Cost Proposal	Hourly standby, plowing, hauling, equipment/operator rates – overall pricing competitiveness	15%	3	9
Total		100%	75	100

Scoring Guide (0–5 Scale)

Score Interpretation

- | | |
|---|----------------------------------|
| 0 | Did not address or non-compliant |
| 1 | Poor – insufficient detail |
| 2 | Fair – minimally meets standard |
| 3 | Good – meets standard |
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Example Calculation

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- This structure supports a transparent and auditable review process in alignment with **NRS 332.065** for awarding to the *lowest responsive and responsible proposer*.

Parkes



Colbrie

KGID Snow Removal Services – Proposal Evaluation Matrix

Evaluation Criteria	Description	Weight (%)	Score (0-5)	Weighted Score
1. Relevant Experience	History providing similar services to public agencies or comparable environments	20%	<u>1</u>	<u>2</u>
2. Responsiveness to RFP Requirements	Completeness, clarity, and organization of proposal	10%	<u>5</u>	<u>10</u> 10
3. Personnel Qualifications	Competence and certifications of proposed staff	10%	<u>N/A</u>	<u>0</u>
4. Fleet & Equipment	Type, number, condition, and readiness of vehicles/equipment	15%	<u>2</u>	<u>3</u>
5. Performance Record	Past contract compliance, references, and documented reliability	10%	<u>1</u>	<u>1</u>
6. Availability & Responsiveness	Ability to meet response times and communication standards	10%	<u>—</u>	<u>—</u>
7. Liability Coverage & Risk Management	Insurance documentation, limits, and any claims or litigation history	10%	<u>0</u>	<u>0</u>
8. Cost Proposal	Hourly standby, plowing, hauling, equipment/operator rates – overall pricing competitiveness	15%	<u>1</u>	<u>2</u>
Total		100%	<u>20</u>	<u>100</u>

Scoring Guide (0–5 Scale)

Score Interpretation

- | | |
|---|----------------------------------|
| 0 | Did not address or non-compliant |
| 1 | Poor – insufficient detail |
| 2 | Fair – minimally meets standard |
| 3 | Good – meets standard |
| 4 | Very Good – exceeds expectations |
| 5 | Excellent – outstanding response |

Example Calculation

- **Criterion:** Relevant Experience
- **Evaluator Score:** 4 out of 5
- **Weight:** 20%

Weighted Score = $4 \times (20 \div 5) = 16$

Repeat this process for all 8 criteria, and then **sum the weighted scores** to get the **Total Score (out of 100)**.

- Each evaluator should complete their own matrix independently.
- After scoring, results can be averaged or discussed collectively to reach a consensus.
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KGID Snow Removal Services – Proposal Evaluation Matrix

Evaluation Criteria	Description	Weight (%)	Score (0-5)	Weighted Score
1. Relevant Experience	History providing similar services to public agencies or comparable environments	20%	<u>5</u>	<u>20</u>
2. Responsiveness to RFP Requirements	Completeness, clarity, and organization of proposal	10%	<u>4</u>	<u>8</u>
3. Personnel Qualifications	Competence and certifications of proposed staff	10%	<u>5</u>	<u>10</u>
4. Fleet & Equipment	Type, number, condition, and readiness of vehicles/equipment	15%	<u>4</u>	<u>12</u>
5. Performance Record	Past contract compliance, references, and documented reliability	10%	<u>4</u>	<u>8</u>
6. Availability & Responsiveness	Ability to meet response times and communication standards	10%	<u>5</u>	<u>10</u>
7. Liability Coverage & Risk Management	Insurance documentation, limits, and any claims or litigation history	10%	<u>5</u>	<u>10</u>
8. Cost Proposal	Hourly standby, plowing, hauling, equipment/operator rates – overall pricing competitiveness	15%	<u>5</u>	<u>15</u>
Total		100%	<u>93</u>	<u>/100</u>

Scoring Guide (0–5 Scale)

Score Interpretation

- | | |
|---|----------------------------------|
| 0 | Did not address or non-compliant |
| 1 | Poor – insufficient detail |
| 2 | Fair – minimally meets standard |
| 3 | Good – meets standard |
| 4 | Very Good – exceeds expectations |
| 5 | Excellent – outstanding response |

Example Calculation

- **Criterion:** Relevant Experience
- **Evaluator Score:** 4 out of 5
- **Weight:** 20%

Weighted Score = $4 \times (20 \div 5) = 16$

Repeat this process for all 8 criteria, and then **sum the weighted scores** to get the **Total Score (out of 100)**.

- Each evaluator should complete their own matrix independently.
- After scoring, results can be averaged or discussed collectively to reach a consensus.
- This structure supports a transparent and auditable review process in alignment with **NRS 332.065** for awarding to the *lowest responsive and responsible proposer*.



KGID Snow Removal Services – Proposal Evaluation Matrix

Ed
LOP2

Evaluation Criteria	Description	Weight (%)	Score (0-5)	Weighted Score
1. Relevant Experience	History providing similar services to public agencies or comparable environments	20%	<u>1</u>	<u>4</u>
2. Responsiveness to RFP Requirements	Completeness, clarity, and organization of proposal	10%	<u>5</u>	<u>10</u>
3. Personnel Qualifications	Competence and certifications of proposed staff	10%	<u>0</u>	<u>0</u>
4. Fleet & Equipment	Type, number, condition, and readiness of vehicles/equipment	15%	<u>2</u>	<u>6</u>
5. Performance Record	Past contract compliance, references, and documented reliability	10%	<u>0</u>	<u>0</u>
6. Availability & Responsiveness	Ability to meet response times and communication standards	10%	<u>0</u>	<u>0</u>
7. Liability Coverage & Risk Management	Insurance documentation, limits, and any claims or litigation history	10%	<u>1</u>	<u>2</u>
8. Cost Proposal	Hourly standby, plowing, hauling, equipment/operator rates – overall pricing competitiveness	15%	<u>4</u>	<u>12</u>
Total		100%	<u>34</u>	/100

Scoring Guide (0–5 Scale)

Score Interpretation

- | | |
|---|----------------------------------|
| 0 | Did not address or non-compliant |
| 1 | Poor – insufficient detail |
| 2 | Fair – minimally meets standard |
| 3 | Good – meets standard |
| 4 | Very Good – exceeds expectations |
| 5 | Excellent – outstanding response |

Example Calculation

- **Criterion:** Relevant Experience
- **Evaluator Score:** 4 out of 5
- **Weight:** 20%

Weighted Score = $4 \times (20 \div 5) = 16$

Repeat this process for all 8 criteria, and then **sum the weighted scores** to get the **Total Score (out of 100)**.

- Each evaluator should complete their own matrix independently.
- After scoring, results can be averaged or discussed collectively to reach a consensus.
- This structure supports a transparent and auditable review process in alignment with **NRS 332.065** for awarding to the *lowest responsive and responsible proposer*.

20Pez



KGID Snow Removal Services - Proposal Evaluation Matrix

Evaluation Criteria	Description	Weight (%)	Score (0-5)	Weighted Score
1. Relevant Experience	History providing similar services to public agencies or comparable environments	20%	<u>3</u>	<u>12</u>
2. Responsiveness to RFP Requirements	Completeness, clarity, and organization of proposal	10%	4	8 10
3. Personnel Qualifications	Competence and certifications of proposed staff	10%	5	8 10
4. Fleet & Equipment	Type, number, condition, and readiness of vehicles/equipment	15%	<u>3</u>	<u>9</u>
5. Performance Record	Past contract compliance, references, and documented reliability	10%	<u>3</u>	<u>6</u>
6. Availability & Responsiveness	Ability to meet response times and communication standards	10%	4	8
7. Liability Coverage & Risk Management	Insurance documentation, limits, and any claims or litigation history	10%	4	8
8. Cost Proposal	Hourly standby, plowing, hauling, equipment/operator rates - overall pricing competitiveness	15%	<u>4</u>	<u>12</u>
Total		100%	65 67 <u>75</u>	1100

Scoring Guide (0–5 Scale)

Score Interpretation

- | | |
|---|----------------------------------|
| 0 | Did not address or non-compliant |
| 1 | Poor – insufficient detail |
| 2 | Fair – minimally meets standard |
| 3 | Good – meets standard |
| 4 | Very Good – exceeds expectations |
| 5 | Excellent – outstanding response |

Example Calculation

- **Criterion:** Relevant Experience
- **Evaluator Score:** 4 out of 5
- **Weight:** 20%

Weighted Score = $4 \times (20 \div 5) = 16$

Repeat this process for all 8 criteria, and then **sum the weighted scores** to get the **Total Score (out of 100)**.

- Each evaluator should complete their own matrix independently.
- After scoring, results can be averaged or discussed collectively to reach a consensus.
- This structure supports a transparent and auditable review process in alignment with **NRS 332.065** for awarding to the *lowest responsive and responsible proposer*.

Manchester



KGID Snow Removal Services - Proposal Evaluation Matrix

Evaluation Criteria	Description	Weight (%)	Score (0-5)	Weighted Score
1. Relevant Experience	History providing similar services to public agencies or comparable environments	20%	<u>3</u>	<u>12</u>
2. Responsiveness to RFP Requirements	Completeness, clarity, and organization of proposal	10%	<u>1</u>	<u>2</u>
3. Personnel Qualifications	Competence and certifications of proposed staff <i>Difficult to determine what is proposed and old contract Fire hydrants</i>	10%	<u>2</u>	<u>4</u>
4. Fleet & Equipment	Type, number, condition, and readiness of vehicles/equipment	15%	<u>3</u>	<u>9</u>
5. Performance Record	Past contract compliance, references, and documented reliability <i>Hydrants can take several days</i>	10%	<u>2</u>	<u>4</u>
6. Availability & Responsiveness	Ability to meet response times and communication standards	10%	<u>3</u>	<u>6</u>
7. Liability Coverage & Risk Management	Insurance documentation, limits, and any claims or litigation history	10%	<u>3</u>	<u>6</u>
8. Cost Proposal	Hourly standby, plowing, hauling, equipment/operator rates - overall pricing competitiveness	15%	<u>2</u>	<u>9</u>
Total		100%	<u>52</u>	<u>100</u>

Written in "Do our best for Hydrants"?

Scoring Guide (0-5 Scale)

Score Interpretation

- 0 Did not address or non-compliant
- 1 Poor – insufficient detail
- 2 Fair – minimally meets standard
- 3 Good – meets standard
- 4 Very Good – exceeds expectations
- 5 Excellent – outstanding response

Example Calculation

- **Criterion:** Relevant Experience
- **Evaluator Score:** 4 out of 5
- **Weight:** 20%

Weighted Score = $4 \times (20 \div 5) = 16$

Repeat this process for all 8 criteria, and then **sum the weighted scores** to get the **Total Score (out of 100)**.

- Each evaluator should complete their own matrix independently.
- After scoring, results can be averaged or discussed collectively to reach a consensus.
- This structure supports a transparent and auditable review process in alignment with **NRS 332.065** for awarding to the *lowest responsive and responsible proposer*.



KGID Snow Removal Services – Proposal Evaluation Matrix

Evaluation Criteria	Description	Weight (%)	Score (0-5)	Weighted Score
1. Relevant Experience	History providing similar services to public agencies or comparable environments	20%	<u>2</u>	<u>8</u>
2. Responsiveness to RFP Requirements	Completeness, clarity, and organization of proposal	10%	<u>2</u>	<u>4</u>
3. Personnel Qualifications	Competence and certifications of proposed staff	10%	<u>2</u>	<u>4</u>
4. Fleet & Equipment	Type, number, condition, and readiness of vehicles/equipment	15%	<u>2</u>	<u>6</u>
5. Performance Record	Past contract compliance, references, and documented reliability	10%	<u>2</u>	<u>4</u>
6. Availability & Responsiveness	Ability to meet response times and communication standards	10%	<u>2</u>	<u>4</u>
7. Liability Coverage & Risk Management	Insurance documentation, limits, and any claims or litigation history	10%	<u>2</u>	<u>4</u>
8. Cost Proposal	Hourly standby, plowing, hauling, equipment/operator rates – overall pricing competitiveness	15%	<u>1</u>	<u>3</u>
Total		100%	<u>37</u>	/100

Scoring Guide (0–5 Scale)

Score Interpretation

- | | |
|---|----------------------------------|
| 0 | Did not address or non-compliant |
| 1 | Poor – insufficient detail |
| 2 | Fair – minimally meets standard |
| 3 | Good – meets standard |
| 4 | Very Good – exceeds expectations |
| 5 | Excellent – outstanding response |

Example Calculation

- **Criterion:** Relevant Experience
- **Evaluator Score:** 4 out of 5
- **Weight:** 20%

Weighted Score = $4 \times (20 \div 5) = 16$

Repeat this process for all 8 criteria, and then **sum the weighted scores** to get the **Total Score (out of 100)**.

- Each evaluator should complete their own matrix independently.
- After scoring, results can be averaged or discussed collectively to reach a consensus.
- This structure supports a transparent and auditable review process in alignment with **NRS 332.065** for awarding to the *lowest responsive and responsible proposer*.

TR199

Manchester Ent. Inc.

PO Box 2275, Stateline, NV 89449 (775)588-2842

August 19, 2025

RE: KGID RFP for All Work to perform Snow Removal

Section 1. Company Intro

Manchester Ent. Inc. yard address 270 Logging Road, Stateline, NV 89449. Office address 201 Manor Drive, Stateline, NV 89449

Contact Charles Manchester, President, (775) 742-1124 or Jason Torres (510) 426-3889 Or Charlena Manchester, Secretary, at Office (775) 588-2842 or (775) 588-6089. Email Charlena@fbime.com

MEI has been plowing snow since 1979. Charles Manchester was born and raised here. We strive to do the best job possible, adapt to current situations, and follow through. MEI has plowed the KGID contract since 1979. We are competent on meeting our response times as proven over the years. We have the equipment, storage yard, and knowledge to complete any task that arises. We have all current insurance requirements in place.

We have been plowing Heavenly Parking Lots from 1980 Contract ranges from 300k to 500k Brian Bigley (775)586-7000

We plow Douglas County Loop Road Contract ranges from 35-50K Douglas County Jon Erb (775) 782-6233

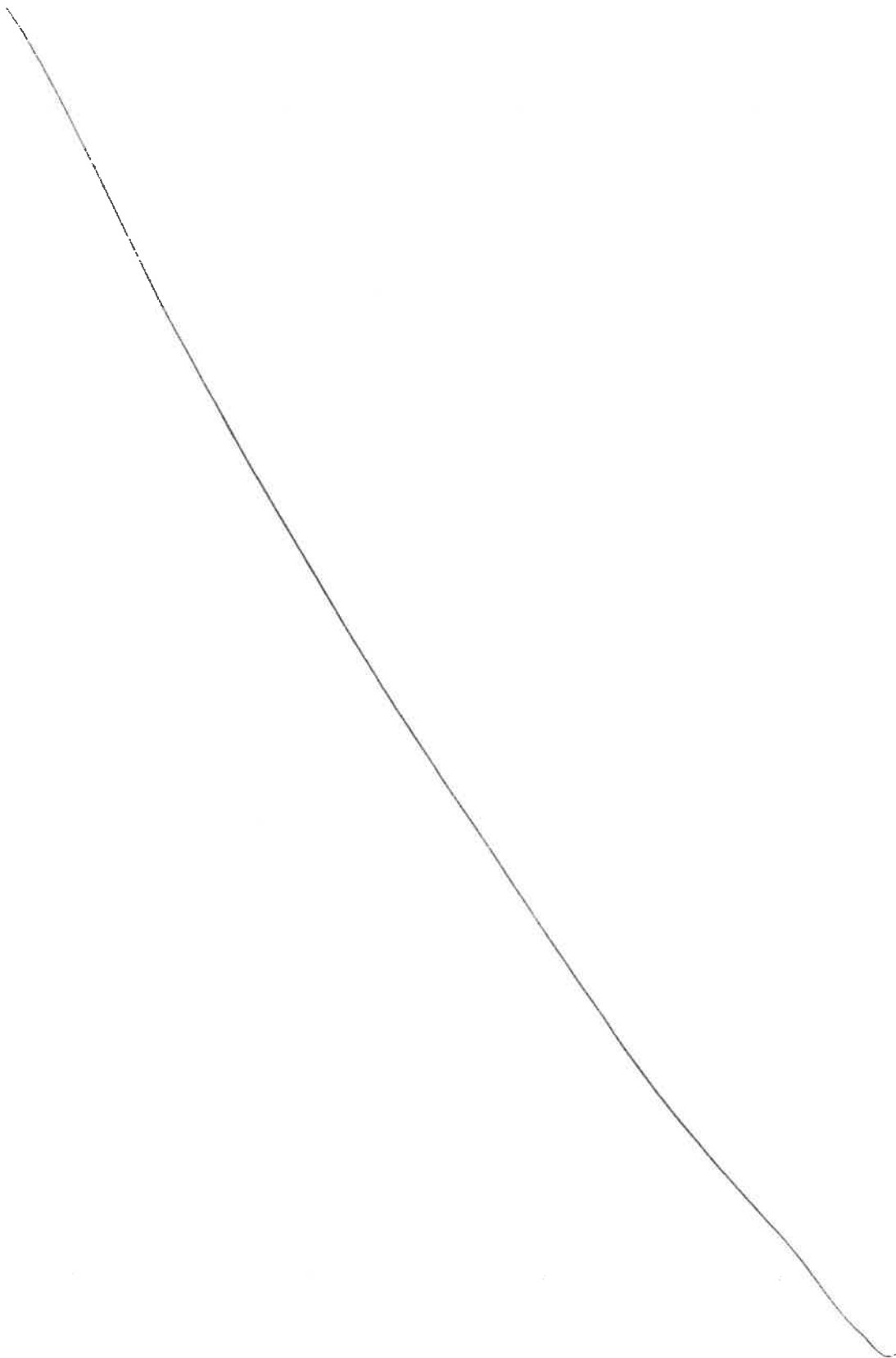
Section 2. Fee Proposal (See Rate Sheet)

See Proposal Rate Sheet Provided. Exhibit B

In the past, (5) Wheel Loaders fully chained with 5 cyd Snow Blades dedicated to the district. Price per hour \$225 for new contract. We currently have (10) loaders for our contracts that can be used for the district at any time.

In the Past, (2) Large 500 Ton per hour and (2) small 250 tons per hour Snow blowers were required to widen to plow the district. Price per hour \$400 for large and \$275 for small snow

*This RFI
shows disrespect
for the board
It is an
entitled
behavior
the
board*



T1199

district customers as a contracted service of the agency. The district provides limited augmentation of the snow removal effort by application of saline solution in advance of icing condition.

The district seeks qualified vendors to balance the road plowing (public safety), costs, and environmental impact with the minimal application of deicing material applied at rates appropriate for site specific and weather conditions. During evolving weather events, solid judgements and reliable communications between the district and contractor are mandatory.

GENERAL SCOPE OF SERVICES

The Contractor shall perform all the work and furnish all labor and equipment required to perform snow removal on District maintained streets and those private streets within the KGID boundaries which the district directs Contractor to plow.

Contractor will maintain equipment and crews necessary to respond to accomplish these tasks for duration of the contract for the period of 1 October to 31 May each year. During light snow periods, the Contractor will make equipment and crews available to KGID when available to accomplish other tasks required by the district within the provisions provided for in this contract.

The District will furnish to the Contractor maps of the district for use by Contractor's drivers. Maps will designate roads to be plowed, primary sanding routes and secondary sanding routes.

The work to be done consists of snow plowing streets, applying de-icing and/or anti icing materials to the streets, removing snow from in front of fire hydrants, and widening streets narrowed by snow buildup. Unless otherwise specified the vendor shall furnish all labor, material, and equipment to perform the work.

District will provide, install, and maintain road markers and snow stakes at its expense. Contractor will assist District in determining where markers should be placed to protect property and drivers.

This contract will be in effect as soon as possible upon approval of the Board of Trustees and all contract elements satisfied. The contract period is for three years with two, one-year renewals possible upon satisfactory performance by the contractor.

Dated: August 3, 2022

Mitch Dion
General Manager
Kingsbury GID



P.O. Box 2220, Stateline, Nevada 89449

NOTICE TO BIDDERS
SNOW REMOVAL CONTRACT

Kingsbury General Improvement District (KGID or District) seeks a vendor (Contractor) to provide snow removal services on streets maintained by the District within the Kingsbury General Improvement District boundaries.

Located within the Tahoe Basin, in Douglas County, Nevada, the district straddles State Route 207 from near the intersection of US 50 and extending to the summit of Kingsbury Grade (Daggett Pass). Kingsbury Grade, State Route 207, is maintained by Nevada Department of Transportation and is not a part of this bid. In addition, there are private roads within the boundaries which are not included in this proposal but subject to separate agreement with the successful bidder.

Kingsbury General Improvement District invites sealed bids for snow removal on District roads for three years beginning October 1, 2022. Bids are due and will be opened and read aloud at 10:00 a.m., Tuesday, August 23, 2022, at the KGID office, 255 Kingsbury Grade, Stateline, NV 89449.

The district's representatives will review Bids received and will recommend action to the Board of Trustees soon thereafter.

The work for which Bids are to be submitted consists of furnishing all labor, materials and equipment required to perform snow plowing, and applying de-icing or anti-icing materials, and street widening on approximately 22 miles of District maintained streets within the KGID boundaries.

Bid documents may be obtained at the KGID office or by calling (775) 588-3548. KGID reserves the right to reject any and all bids and to waive irregularities in the bids.

The vendor awarded a contract pursuant to this RFP will be required to enter into a Kingsbury GID Contract Service Agreement and provide validation of all licensing, insurance and other elements of this contract.

BACKGROUND

Kingsbury General Improvement District's skilled employees, management staff and Board of Trustees, working as a team, are committed to provide water and sewer, and maintain roads and drainage systems in an efficient, courteous, and accountable manner, for the long-term benefit of our customers, in accordance with standards set for public health, safety and the environment. Snow removal services are provided to



77199
Respect for
the board in
their RFP
August 20, 2025

Kingsbury General Improvement District
Attn: Judy Brewer
PO Box 2220
Stateline, NV 89449
judy@kgid.org

RE: Snow Removal Services: Kingsbury General Improvement District

Dear Ms. Brewer, Mr. Dornbrook and the KGID Board:

Lopez Snow Removal is pleased to submit the enclosed proposal for the 2025, 2026, and 2027 snow seasons. We would welcome the opportunity to serve Kingsbury General Improvement District (KGID).

We are a local, minority-owned small business that prides itself on providing quality and reliable snow services to the South Lake Tahoe and Stateline communities. We are licensed and insured in California and Nevada. We offer extensive snow removal expertise, professional equipment, and first-rate communication to build lasting relationships with satisfied customers. We care about getting the job done right, no matter the conditions, as our reputation shows.

Additionally, enclosed please find:

- 1) Company Introduction
- 2) Fee Proposal
- 3) Contract Review and Revisions
- 4) Equipment Inventory and Commitment

Thank you for your consideration and please let us know of any questions you may have.

Sincerely,

Jaime Lopez

Managing Member

530-539-4032

lopezsnowremoval@gmail.com

lopezsnowremoval.com



LOPEZ SNOW REMOVAL
SOUTH LAKE TAHOE

Section 1: Company Introduction

Philosophy

LSR provides exceptional quality snow removal service with the best equipment, the best operators, and the best customer services. We are members of this community and care about our friends and neighbors' wellbeing, which includes being safe and able to continue their days, even in snowy conditions. This drives us to provide quality snow removal responsiveness and customer service. We are truly passionate about this work and grateful to be part of the community that supports our small business. This philosophy has guided us in growing our company and is core to our operations and company identity. It is also why we have excellent references from our clients that have seen us in action.

Lopez Snow Removal (LSR) has eight years' experience in South Lake Tahoe area. Since inception, we have grown from extensive residential service to focusing on improvement districts, government contracts, commercial parking lots, apartment buildings, and HOAs in some of the most challenging areas in South Lake and Stateline. Our core operations are within KGID's service area, so we are very familiar with the unique challenges faced by Kingsbury's terrain.

LSR licensed and in good standing in California and Nevada (Lopez Home Enterprises LLC DBA Lopez Snow Removal). LSR carries General Liability Insurance of one million occurrence and two million aggregate and current workers compensation insurance. This will be raised to the required two million occurrence upon contract award. To date, LSR has only one small claim submitted to insurance (the fender of a small, snow-covered car was damaged) and no litigation.

Team Organization

LSR anticipates consistently utilizing the following primary operators for this contract. LSR reserves the option to supplement additional or alternative crew members as needed. Not all may be required at one time.

Jaime Lopez – Managing Member of Lopez Snow Removal. He has 9 years of snow removal experience, including, operating wheel loaders with bucket/plows, skid steers with both buckets/blowers, plow truck, and compact excavator for both commercial and residential clients. Roofs snow removal, debris removal and deicing as needed. More than 10 years of operator experience in greater Los Angeles area. Including dozers, wheel loaders, excavators, and skid steers for large scale demolitions, skyscraper/office building footings, and foundation work. Jaime is also a licensed CA contractor that can utilize his knowledge and experience for repairs as needed.

Jaime Guzman – Senior operator with Lopez Snow Removal 5 years with experience operating each loader, skid steer (bucket and blowers), and excavator during winter and

summer conditions. Operates the loaders, skid steers, and hand machines. Experienced in heavy snow conditions in Kingsbury area.


Valentine Hernandez – Senior operator with Lopez Snow Removal 6 years with experience operating each loader, skid steer (bucket and blowers), and excavator during winter and summer conditions. Operates the larger loaders, skid steers, and hand machines. Experienced in heavy snow conditions in Kingsbury area.

Brayan Mandujano – Operator with Lopez Snow Removal for 3 years, including experience operating the wheel loaders and skid steers (bucket and blowers). Experienced in heavy snow conditions in Kingsbury area.

Jose Morales – Operator with Lopez Snow Removal for 2 years, including experience operating the wheel loaders and skid steers (bucket and blowers). Experienced in heavy snow conditions.

Scope of Work/Operations Plan

The following operations plan is tailored to suit the site needs and ensure the best service for KGID. For effective and efficient snow removal, Lopez Snow Removal operates in three phases. Tiering the phases of removal allows us to prioritize access without shortchanging long-term site conditions. Scope includes:

- 
- Perform all work and furnish all labor and equipment required to perform snow removal within KGID's district (proximately 22 miles of KGID maintained streets).
 - Snow removal begins within 1 hour of snowfall reaching 3 inches of accumulation.
 - Perform snow plowing, blowing, sanding, deicing, and/or anti-icing on designated streets.
 - Obstructions caused by plowing shall be removed within 24 hours of occurrence.
 - Operators shall not cover hydrants and will be responsible for removal prior to end of operator's shift. Any contractor obstruction of fire hydrants shall be removed within 24 hours of notification as determined by KGID staff.
 - Widen streets within 24 hours.
 - Respond to KGID dispatch regarding resident or district complaints within 4 hours of notification. The district shall determine whether the complaint is reasonable and warrants contract action within 12 hours.
 - Assist in staking the district prior to first snowfall (stakes and road markers to be provided by KGID).
 - Submit daily logs of service activity, route coverage and material use on a weekly basis.
 - Local staging to be discussed with KGID.

Timing: Lopez Snow Removal (LSR) is available 24/7 and may operate at any time of day to meet contract specifications. LSR actively monitors all snow events and always has staff ready to respond no matter the timing. Per RFP specs, LSR will mobilize within 1 hour of snow reaching 3 inches of accumulation. Our crews have dedicated routes so there is consistent



staffing, allowing for familiarization with the site and assurance of faster, better service.

Communication: Close communication is essential in the beginning of any snow removal partnership, as LSR learns in more detail the nuances of KGID's needs. We prefer to have an onsite manager that can communicate with us directly. Generally, we text with managers on expected snow events, arrivals, any issues or delays, and any changes needed to the service. We're happy to adjust to the client's communication needs/expectations. LSR will automatically respond to a storm event but appreciate prompt communication for any corrections that need to be made or any issues that arise, especially in the beginning phases of the contract. Any damage should be immediately reported to LSR and we can discuss appropriate next steps. Generally, this is minimal and typical to snow removal operations that are resolved in the spring.

Safety: LSR has new equipment that has safety features, proper lighting and safety controls. Our crew are trained and retrained each season, including daily "tailboard" safety meetings. We use tracking on our machines for easy mapping of routes, timing etc.

Phase 1: Triage – Access Priority

Upon accumulation of 2 inches or more, the priority is responding to snow events and providing access. In Phase 1, LSR will prioritize removal of the primary road surface to a width allowable for two-way vehicle passage. Depending on snow conditions and levels of seasonal accumulation, this may vary.

During Phase 1, LSR primarily utilizes its John Deere 644, 544, and 444 wheel loaders with winged plows. These offer the most efficient and thorough operations. The new machines operate efficiently allowing LSR to cover many miles more effectively than with alternative equipment. We generally do not use plow trucks because the plows are not winged and therefore tend to incur more damage and more snow buildup on fire hydrants. Other equipment/plows may be substituted to best fit site needs.

LSR will also utilize 2 municipal scale salt and sand spreader trucks to liberally apply ice control materials. LSR utilizes a mix of sand and salt (typical for municipal needs in cold areas) for best traction on the steep Kingsbury roads. Additional deicer may be utilized as needed and discussed with KGID.

Phase 2: Cleanup/Snow Storage

After a snow event, LSR will return as needed to widen the roads, improve access and cleanup as much as reasonably feasible. Within 24 hours the 644 wheel loader with the blower will conduct road widening. We may also use any of the skid steers with high-flow blowers for widening where the larger blower does not fit to continue efficient operations. Any incidental snow accumulated from snow removal operations around fire hydrants will be removed within 24 hours. This phase may also utilize other large and medium wheel loaders or more skid steers and blowers, depending on site conditions and needs.

20PeZ



KGID Snow Removal Services – Proposal Evaluation Matrix

Evaluation Criteria	Description	Weight (%)	Score (0-5)	Weighted Score
1. Relevant Experience	History providing similar services to public agencies or comparable environments	20%	3-4	3-4
2. Responsiveness to RFP Requirements	Completeness, clarity, and organization of proposal	10%	5	5
3. Personnel Qualifications	Competence and certifications of proposed staff	10%	3	3
4. Fleet & Equipment	Type, number, condition, and readiness of vehicles/equipment	15%	4	4
5. Performance Record	Past contract compliance, references, and documented reliability	10%	5	4
6. Availability & Responsiveness	Ability to meet response times and communication standards	10%	5	4
7. Liability Coverage & Risk Management	Insurance documentation, limits, and any claims or litigation history	10%	4	4
8. Cost Proposal	Hourly standby, plowing, hauling, equipment/operator rates – overall pricing competitiveness	15%	5	5
Total		100%	85	81

start of mtg

end of meeting

RFP professional, easy to follow
 Covered all items requested
 Positive customer reviews, only one minor ins. claim
 Accepted 100% of scope!
 Fixed (maximum) \$480K
 New, modern equipment (condition, gates, GPS, cameras)
 Enough equipment + personnel?



KGID Snow Removal Services - Proposal Evaluation Matrix

Manchester

Start of meeting
end of meeting

Evaluation Criteria	Description	Weight (%)	Score (0-5)	Weighted Score
1. Relevant Experience	History providing similar services to public agencies or comparable environments	20%	5	5
2. Responsiveness to RFP Requirements	Completeness, clarity, and organization of proposal	10%	2	2
3. Personnel Qualifications	Competence and certifications of proposed staff	10%	3	3
4. Fleet & Equipment	Type, number, condition, and readiness of vehicles/equipment	15%	4	4
5. Performance Record	Past contract compliance, references, and documented reliability	10%	3	4
6. Availability & Responsiveness	Ability to meet response times and communication standards	10%	3	3
7. Liability Coverage & Risk Management	Insurance documentation, limits, and any claims or litigation history	10%	5	5
8. Cost Proposal	Hourly standby, plowing, hauling, equipment/operator rates - overall pricing competitiveness	15%	2	2
Total		100%	40	72

RFP sloppy, handwritten column notes, hard to follow

Did NOT ACCEPT SCOPE (berms, hydrants)

Non-responsive on claims, lawsuits, personnel qualifications

Minimum \$500K, no maximum, charged \$1.2M 3 yrs ago

Communication concerns - written, oral

more + larger variety of equipment than Lopez, condition?
larger staff with knowledge of district no gates!

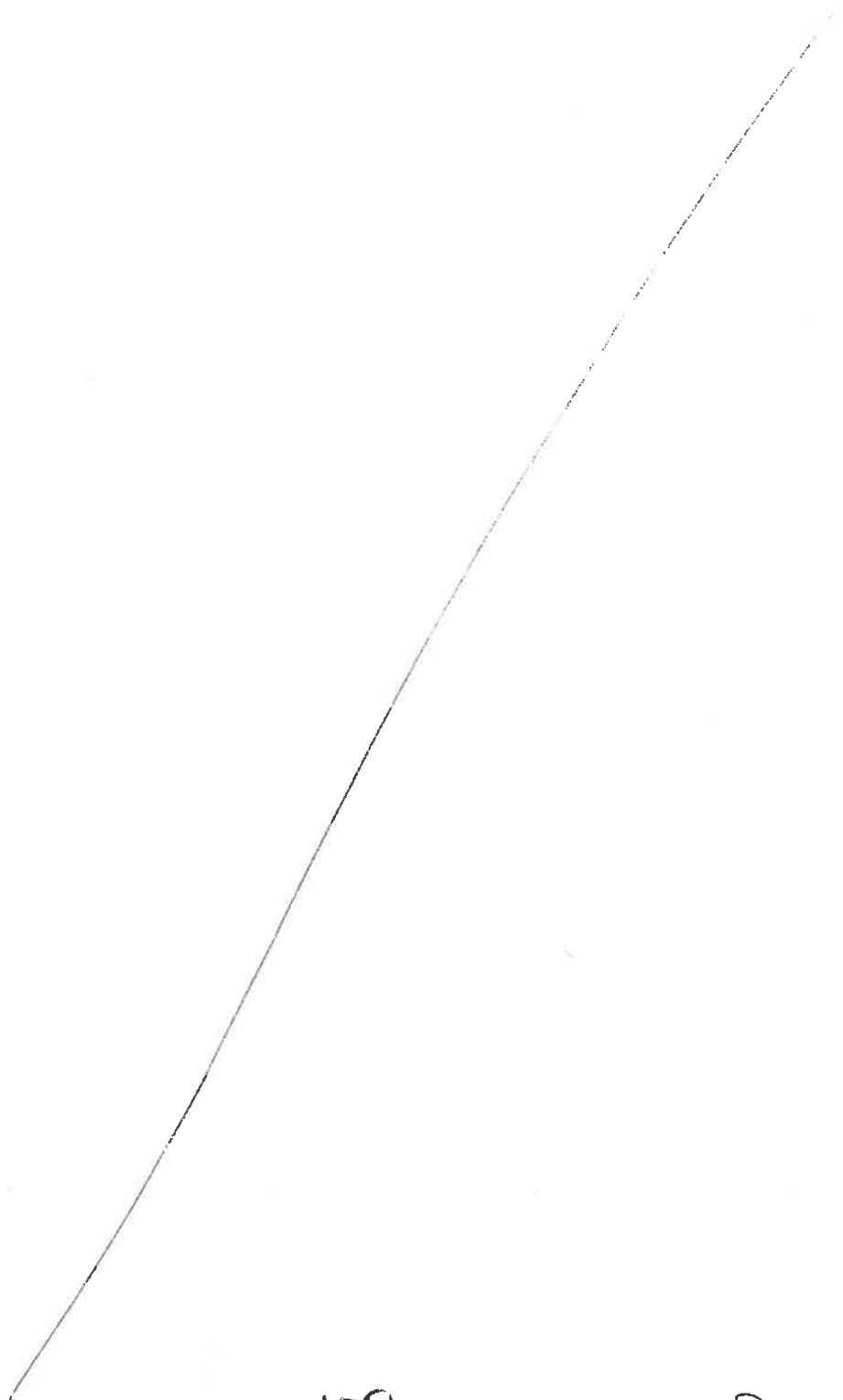


KGID Snow Removal Services - Proposal Evaluation Matrix

Colbre

Evaluation Criteria	Description	Weight (%)	Score (0-5)	Weighted Score
1. Relevant Experience	History providing similar services to public agencies or comparable environments	20%	1-2	___
2. Responsiveness to RFP Requirements	Completeness, clarity, and organization of proposal	10%	1-2	___
3. Personnel Qualifications	Competence and certifications of proposed staff	10%	0	___
4. Fleet & Equipment	Type, number, condition, and readiness of vehicles/equipment	15%	2	___
5. Performance Record	Past contract compliance, references, and documented reliability	10%	1	___
6. Availability & Responsiveness	Ability to meet response times and communication standards	10%	2	___
7. Liability Coverage & Risk Management	Insurance documentation, limits, and any claims or litigation history	10%	0	___
8. Cost Proposal	Hourly standby, plowing, hauling, equipment/operator rates - overall pricing competitiveness	15%	1	___
Total		100%	(24)	/100

No mention of personnel (quantity or qualifications)
 No mention of insurance, claims, lawsuits
 Only Tahoe experience is large, flat lot
 All equipment but 1 is rented
 Price 50% higher than Lopez



100

WELSON



KGID Snow Removal Services - Proposal Evaluation Matrix

Evaluation Criteria	Description	Weight (%)	Score (0-5)	Weighted Score
1. Relevant Experience	History providing similar services to public agencies or comparable environments	20%	5	100
2. Responsiveness to RFP Requirements	Completeness, clarity, and organization of proposal	10%	3	30
3. Personnel Qualifications	Competence and certifications of proposed staff	10%	4	40
4. Fleet & Equipment	Type, number, condition, and readiness of vehicles/equipment	15%	4	60
5. Performance Record	Past contract compliance, references, and documented reliability	10%	5	50
6. Availability & Responsiveness	Ability to meet response times and communication standards	10%	4	40
7. Liability Coverage & Risk Management	Insurance documentation, limits, and any claims or litigation history	10%	4	40
8. Cost Proposal	Hourly standby, plowing, hauling, equipment/operator rates - overall pricing competitiveness	15%	2	30
Total		100%	78	780

Beert us / Dist since 1979

Heavy snow 1980 + Douglas County

on Kingsbury

litigation history?

Second 500

2 hydrants in 40 yrs
10 mechanics on staff
own fuel station
staff of 32

LOP-2



KGID Snow Removal Services - Proposal Evaluation Matrix

Evaluation Criteria	Description	Weight (%)	Score (0-5)	Weighted Score
1. Relevant Experience	History providing similar services to public agencies or comparable environments	20%	2	
2. Responsiveness to RFP Requirements	Completeness, clarity, and organization of proposal	10%	4	
3. Personnel Qualifications	Competence and certifications of proposed staff	10%	3	
4. Fleet & Equipment	Type, number, condition, and readiness of vehicles/equipment	15%	3	
5. Performance Record	Past contract compliance, references, and documented reliability	10%	3	
6. Availability & Responsiveness	Ability to meet response times and communication standards	10%	4	
7. Liability Coverage & Risk Management	Insurance documentation, limits, and any claims or litigation history	10%	3	
8. Cost Proposal	Hourly standby, plowing, hauling, equipment/operator rates - overall pricing competitiveness	15%	3	
Total		100%	112	1100

either on last or first estimate

location?

Does not have insurance needed for liability claim

Chester 485

4 trucks for KGID

Porterbrush + Summit

Exhibit G

Entity Information**Entity Information****Entity Name:**

LOPEZ HOME ENTERPRISES LLC

Entity Number:

E33790932023-4

Entity Type:

Foreign Limited-Liability Company

Entity Status:

Active

Formation Date:

07/28/2023

NV Business ID:

NV20232856273

Termination Date:**Annual Report Due Date:**

7/31/2026

Compliance Hold:**Series LLC:****Domicile Name:**

Lopez Home Enterprises LLC

Jurisdiction:

California - United States

Registered AGENT INFORMATION**Name of Individual or Legal Entity:**

Sara Lopez

Status:

Active

CRA Agent Entity Type:**Registered Agent Type:**

Non-Commercial Registered Agent

NV Business ID:**Office or Position:****Jurisdiction:****Street Address:**

466 Andria Dr. , Stateline, NV, 89448, USA

Mailing Address:

PO Box 723 , Zephyr Cove, NV, 89448, USA

OFFICER INFORMATION☐ **View Historical Data**

Title	Name	Address	Last Updated	Status
Managing Member	Jaime Lopez	971 Merced Ave, #10, South Lake Tahoe, CA, 96150, USA	07/28/2023	Active

Page 1 of 1, records 1 to 1 of 1

Filing History

Name History

Mergers/Conversions

[Return to Search](#)

[Return to Results](#)



*Douglas County
Clerk-Treasurer's office*

FILED
NO. 32356 Date: 8/1/23
By: [Signature] Deputy Clerk
Douglas County Clerk's office

Certificate of Business: Fictitious Firm Name

The expiration date for such certificates shall expire after five years from the date of filing.

If your business is a Series LLC you MUST use a different form.

Please Select One:

- ☒ New Application
☐ Renewal of existing Fictitious Firm Name

The undersigned do/does hereby certify that they are conducting business in Douglas County, Nevada, under the

Fictitious Firm Name: Lopez Snow Removal

Business Address: 971 Merced Ave. #10, South Lake Tahoe, CA 96150

And that business is being conducted as:

☐ A Natural Person ☒ An Artificial Person ☐ A General Partnership ☐ A Trust

By the following person(s) whose name(s) and address(es) are as follows:

Signed By: Jaime Arturo Lopez Alvarez

Full Name of Authorized Signer

971 Merced Ave. #10

Street Address of Business or Residence

[Signature]
Signature (Must be signed before a Notary Public)

South Lake Tahoe, CA 96150

City, State, Zip

Mailing Address (Required if different than address above)

City, State, Zip

Signed By: N/A

(Use if needed) Full Name of Authorized Signer

Signature (Must be signed before a Notary Public)

Street Address of Business or Residence

City, State, Zip

Mailing Address (Required if different than address above)

City, State, Zip

By signing above, I declare (or affirm), under penalty of perjury, that all statements made in this document are true, and that I have authority to sign on behalf of and to bind the above named business/legal entity to a contract.

For additional signatures, please use additional pages

STATE OF Nevada

COUNTY OF Douglas

SS:

This instrument was acknowledged before me on

July 31, 2023
(Date)

by

Jaime Arturo Lopez Alvarez
(Name of individual(s) whose signature(s) is/are being notarized)



Nina Monica C. Kocmanek
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 21-4027-05

Nina M Kocmanek
Signature of Notary Public

Page 1 of 1

Mail to: Douglas County Clerk, Attn: FPN, PO BOX 218, Minden, NV 89423
Include: Filing Fee of \$25.00 (includes one copy) payable to County Clerk, completed certificate, and a self-addressed stamped envelope.

Rev 2/21 DMD
NRS 602.020

Derek Dornbrook

From: Derek Dornbrook
Sent: Thursday, September 18, 2025 8:27 AM
To: charlena@fbime.com; jasonmtorres@me.com; Rodney Vonahsen; rodney@fbime.com
Cc: Chuck Zumpft; Judy Brewer
Subject: Notice of Protest Hearing
Attachments: AGENDA September 23 2025.doc

Charlena,

This email and the attached Agenda will serve as official notification of the Protest Hearing to be held September 23, 2025 at the KGID board meeting room at 9:00 am. This date, time and location were agreed upon by our staff, and your representative, Flipper Manchester prior to the September 16, 2025 Board of Trustees meeting.

Regards,

Derek Dornbrook

General Manager

Kingsbury General Improvement District

Phone: 775-588-3548 | **Fax:** 775-588-3541

Email: derek@kgid.org

www.kgid.org

160 Pine Ridge Dr. – P.O. Box 2220 Stateline, NV 89449

Office hours: M–TH 7:00am-12:00pm and 12:30pm-4:30pm|Fri 7:00am-12:00pm and 12:30pm-3:30pm



From: Bree Welch <bwelch@nscb.state.nv.us>
Sent: Tuesday, September 2, 2025 4:05 PM
To: Chuck Zumpft <zumpft@mindenlawyers.com>
Cc: Tricia Amthauer <Tricia@mindenlawyers.com>; Class Determination <ClassDetermination@nscb.state.nv.us>
Subject: RE: Snow plowing

DTS - Spam Filter

Warning: Sender bwelch@nscb.state.nv.us is not yet trusted by your organization. Please be careful before replying or clicking on the URLs.

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Hi Chuck,

No, snow plowing does not require a license. Please see NRS 624.020 for the definition of a contractor.

NRS 624.020 "Contractor" synonymous with "builder"; "contractor" defined.

1. "Contractor" is synonymous with "builder."
2. A contractor is any person, except a registered architect or a licensed professional engineer, acting solely in a professional capacity, who undertakes to, offers to undertake to, purports to have the capacity to undertake to, or submits a bid to, or does himself, herself or itself or by or through an employee or employees of the contractor or of another contractor, construct, alter, repair, add to, subtract from, improve, move, wreck or demolish any building, highway, road, railroad, excavation or other structure, project, development or improvement, or to do any part thereof, including the erection of scaffolding or other structures or works in connection therewith. Evidence of the securing of any permit from a governmental agency or the employment of any person on a construction project must be accepted by the Board or any court of this State as prima facie evidence that the person securing that permit or employing any person on a construction project is acting in the capacity of a contractor pursuant to the provisions of this chapter.

3. A contractor includes a subcontractor or specialty contractor, but does not include anyone who merely furnishes materials or supplies without fabricating them into, or consuming them in the performance of, the work of a contractor.

4. A contractor includes a construction manager who performs management and counseling services on a construction project for a professional fee.

5. A contractor does not include an owner of a planned unit development who enters into one or more oral or written agreements with one or more general building contractors or general engineering contractors to construct a work of improvement in the planned unit development if the general building contractors or general engineering contractors are licensed pursuant to this chapter and contract with the owner of the planned unit development to construct the entire work of improvement.

6. As used in subsection 2, "employee" means a natural person who:

(a) Works under the direction and control of a contractor; and

(b) For federal income tax purposes:

(1) Is required by the contractor to complete a Form W-4 for the withholding of federal income taxes from wages paid to the person by the contractor; and

(2) Is provided at the end of each year a Form W-2 for the reporting of wages paid to the person by the contractor.

Thank you!

Bree E. Welch

Licensing Supervisor

Nevada State Contractors Board

8400 West Sunset Road, Suite 150

Las Vegas, Nevada 89113

Office: 702.486.1116

Fax: 702.486.0079

Email: bwelch@nscb.state.nv.us



"Model Regulatory Board"

Please visit our website at: <https://www.nscb.nv.gov>



We, at the Nevada State Contractors Board, value your time and opinion. Please complete our short survey and let us know how well we served you today:
<https://www.research.net/s/NSCBCustomerSurvey>. Thank you!

P Please consider the environment before printing this e-mail.

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From: Chuck Zumpft <zumpft@mindenlawyers.com>

Sent: Tuesday, September 2, 2025 11:51 AM

To: Class Determination <ClassDetermination@nscb.state.nv.us>

Cc: Tricia Amthauer <Tricia@mindenlawyers.com>

Subject: Snow plowing

====

CAUTION: This email originated from outside your organization. Exercise caution when

opening attachments or on clicking links from unknown senders.

====

Hello there,

I am an attorney and represent a governing body that requires snow plowing services. Is snow plowing subject to NSCB licensing?

Thank you.

Chuck

Charles Scott Zumpft, Esq.

Minden Lawyers, LLC

Post Office Box 2860

1664 US Highway 395 N., Suite 105

Minden, Nevada 89423

Telephone: 775 -782-7171

Facsimile: 775-782-3081

WEBSITE

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September 16, 2025

Kingsbury General Improvement District
Derek Dornbrook
Derek@KGID.org
P.O. Box 2220
Stateline, NV 89449

CC: Charles Scott Zumpft, Esq.
zumpft@mindenlawyers.com
Minden Lawyers, LLC

RE: Response to protest of contract award for snow removal services.

To whom it may concern:

Lopez Snow Removal (Lopez) submits this letter in response to Manchester Ent. Inc. (Manchester) protest of the contract award for snow removal service. The KGID process to solicit and award the snow removal contract was open, fair and lawful. Manchester's protest is attempt to intimidate the KGID Board and undermine the public bidding process with meritless accusations. The Board carefully, thoroughly and properly awarded the contract.

On August 27, 2025 the KGID Board awarded the snow removal contract to Lopez Snow Removal after an extensive, nearly 4-hour deliberative meeting. During the solicitation process KGID received three bids. Lopez Snow Removal meticulously responded to every request from the solicitation and committed to fulfilling all portion in the proposed scope of work. Manchester was the other viable bidder, despite failing to meet proposal requirements. Manchester was unresponsive to multiple sections requested in the solicitation and crossed out sections of the scope of work, including fire hydrant response requirements and current litigation

liability with KGID. Manchester did not lose the bid due to any failure in the RFP or incomplete process by the Board. Not only was Lopez the only fully responsive bidder, but it offered the lowest cost and the Board properly awarded the contract. Manchester lost the bid because they proposed to do less work for more money than Lopez Snow Removal, and this protest stems solely from a sense of entitlement, not valid solicitation concerns.

Lopez Snow Removal has prepared the following as a point for point response to the grounds that Manchester raised in their protest:

I. Manchester claimed the evaluation criteria was not applied as stated in the solicitation. The Board considered all criteria stated in the solicitation. Manchester appears to disagree with how the Board weighted those criteria. The Board asked questions regarding relevant experience and performance record of Lopez Snow Removal. Lopez explained their clientele, familiarity working in the Kingsbury conditions, other road experience and the training of their employees. How much experience is required is within the sole discretion of the Board. The Board member quote in the protest was taken out of context and was referring to getting KGID experience. After much deliberation and procedural guidance from counsel, each Board member scored the criteria, a motion was made, and Lopez Snow Removal won the bid. The basis for a protest must be more than just that losing bidder does not agree with the Board's judgement. The Board considered and applied all criteria as stated in the solicitation. Accordingly, the protest fails on this ground.

II. The allegation that KGID failed to follow the guideline of NRS 332.065 is redundant to Manchester's first claim. The evaluation criteria substantial mirror the requirements in NRS 332.065. As evidenced by the quote in the protest the Board did consider Lopez's experience and the fact that they would be a new contractor for this service. Lopez's past performance was

considered by the Board and reference were provided and contacted by KGID. The Board has the sole discretion to determine what is best contractor for KGID as long as they follow the correct procedures, which they have done. Moreover, during the meeting KGID legal counsel specifically read from this portion of the statute to ensure that Board members followed the correct considerations required in NRS 332.065.

A. KGID also seems to also erroneously suggest that this should be a public works contract. Maybe in California this would be the case but in Nevada it is not. The Department of Industrial Relations case they cited is a California case. California public works requirements are very different than Nevada. The operative statutes have different language in each state. In Nevada a public work is defined simply as “any project for the new construction, repair or reconstruction of a project financed in whole or in part from public money for.” NRS 338.010(19). Maintenance is not included as a public work in Nevada. NRS 338.011 (public works does not apply to maintenance). This is also evidenced by the fact that in Nevada the Division of Industrial relations has not made any finding or classified snow removal as something that prevailing wage would apply to. Moreover, if it were a public works contract all prevailing wage and other requirements would be applicable, going against 41 years of KGID precedent in its snow removal contracts and other Nevada-side government’s (USPS, TRPA, OPGID) interpretations that snow removal is not a public work. It is not the place of KGID to step into the shoes of the Legislature and declare snow removal a public work when the statute does not provide for such.

III. Manchester is attempting to add requirements to the RFP or falsely claim vagueness. KGID thoroughly provided each bidder with the opportunity to ask questions. Not only is there a

formal procedure for questions in the RFP, but each met with the General Manager and Site Supervisor to understand the scope and ask more question. Then, there was a meeting before the solicitations were due, during which bidders had the opportunity to clarify with the Board any questions regarding the RFP. Both Manchester and Lopez Snow Removal attended and asked clarifying questions.

The RFP was clear that sanding and salting would be required and award went to Lopez based on their ability to sand and salt. Why would KGID require a contractor to store sand and salt in any specific location? Similarly, bus routes are part of the road so requiring them to be specified in the RFP would be redundant. The requirement for fire hydrants to be cleared were part of the RFP. Hydrant requirements were 3 out 7 bullet points in the RFP's scope of work. There is no vagueness here. Manchester seems to suggest that KGID must explain in an RFP why it wants specific work done. NRS 333.043 does not require a solicitation to explain the reason why the work needs to be done. Manchester's allegation that RFP was vague and ambiguous has no merit when Manchester has held the same contract for years now. It flies in the face of reason to insinuate that KGID somehow, after all the opportunity to ask questions, unfairly crafted the RFP.

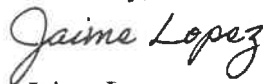
IV. Manchester claims that the award was due to bias and unequal treatment. Past performance is a required and allowable consideration when awarding the contract. If Manchester's past performance has caused the KGID Board to look for a new contractor that is permissible under both the solicitation and the NRS 332. Using the yard is not a requirement of the RFP, any protest must be based on NRS 332. Nothing in this entire chapter suggests that KGID must state in the RFP what resources of KGID are available to the winning bidder. There was a question-and-answer period. KGID staff made clear on record that use of the yard is standard for KGID vendors and this opportunity was open to any bidder. Moreover, it is in the best interests of

the District to allow vendors to use their yard as a safe, convenient and appropriate location for materials and equipment. It's simply been the District's standard practice.

In summary, the Manchester protest fails to substantiate a basis to overturn the bid award. Merely being unsuccessful is not a statutory basis for protest. The Board should be proud of the meticulous and open process to award this RFP to Lopez Snow Removal. You chose to do right by all your ratepayers to provide quality service at a lower price. The community will soon see what our current clients do – exceptional service, integrity, and professionalism without the price tag.

Lopez Snow Removal looks forward to continuing to work with the KGID Board and we have already begun preparing for the 2025/2026 snow removal season. Please let us know how we can assist you moving forward and we look forward to resolving this protest and anticipate signing the contract before the October 1 start date.

Sincerely,

A handwritten signature in cursive script that reads "Jaime Lopez".

Jaime Lopez
Managing Member
Lopez Snow Removal

11/5/19

120

**KINGSBURY GENERAL IMPROVEMENT DISTRICT
AGENDA ITEM # 7**

TITLE: SNOW REMOVAL CONTRACT – LOPEZ SNOW REMOVAL

For Discussion and Possible Action. To adopt the snow removal contract with Lopez Snow Removal

MEETING DATE: 16 September 2025

PREPARED BY: Derek Dornbrook, General Manager

RECOMMENDED ACTION: Approve the Snow Removal Contract and authorize the General Manager to execute an agreement with Lopez Snow Removal for a three (3) year term, with an option to renew for an additional two (2) years.

BACKGROUND INFORMATION:

The District's current snow removal contract expires on September 30, 2025. To secure a new agreement, the District issued a Request for Proposals (RFP) on July 28, 2025. The RFP was advertised in local newspapers, posted on the District's website, and distributed to potential proposers. Three timely and response proposals were received respectively from Manchester Enterprises Inc., Lopez Snow Removal, and Colbre Grading and Paving. Proposals were opened on August 21, 2025, and evaluated by the Board during a Special Meeting held August 27, 2025. Following discussion, and evaluation the Board voted 3–2 to award the contract to Lopez Snow Removal. Manchester Enterprises Inc. issued a Notice of Protest of Contract Award for RFP on September 11, 2025. A Protest Hearing to consider the Notice was scheduled for September 23, 2025. If the Board rules that the protest by Manchester is invalid. The snow removal contract will be awarded to Lopez Snow Removal.

INCLUDED:

A. Snow Removal Contract 2025

Fund impacted by above action:

- | | |
|---|---|
| <input type="checkbox"/> All Funds | <input type="checkbox"/> Not a Budget Item |
| <input type="checkbox"/> Water Fund | <input type="checkbox"/> Sewer Fund |
| <input type="checkbox"/> General Fund | <input checked="" type="checkbox"/> Snow Removal Fund |
| <input type="checkbox"/> Not Budgeted for | <input type="checkbox"/> Emergency Spending |



KINGSBURY GENERAL IMPROVEMENT DISTRICT

SNOW REMOVAL CONTRACT

Term: October 1, 2025 - September 30, 2028

THIS CONTRACT is entered into this ____ day of _____, 2025, by and between the KINGSBURY GENERAL IMPROVEMENT DISTRICT, hereinafter referred to as "District" and Lopez Home Enterprises LLC, dba Lopez Snow Removal, Nevada entity no. E33790932023-4, hereinafter referred to as "Contractor."

This agreement is made with reference to the following facts which are deemed a material part of this contract:

RECITALS

The District is organized pursuant to N.R.S. Chapter 318 and has powers to maintain certain public roads within its boundaries, including the removal of snow.

The District, after public notice by advertisement for Request For Proposals (RFPs) for snow removal and review of said Proposals at a duly noticed public meeting, accepted the Proposal of Contractor, as in the best interest of the District.

Contractor's Proposal is attached as Exhibit "B".

NOW THEREFORE, IT IS AGREED by and between the Contractor and the District as follows:

I. Scope of Work and Contract

The Contractor shall perform all the work and furnish all labor and equipment required to perform snow removal on District maintained streets and those private streets within the KGID boundaries which the District directs Contractor to plow, as set forth in the General Conditions and Specifications, **Exhibit "A"**; Contractor's Proposal, **Exhibit "8"** hereof, dated August 29, 2025; Contractor's Qualification Statement, **Exhibit "C"**; and District Map, **Exhibit "D"** each attached hereto and incorporated herein by reference. All exhibits are an integral part of this Contract. In the event of any inconsistency between the provisions of **Exhibit A** and **Exhibit B**, the provision of **Exhibit A** shall control.

II. Time of Performance

This Contract shall become effective on October 1, 2025 and shall continue through September 30, 2028, a term of three (3) years. Upon ~~Contractor's mutual consent of both parties, satisfactory performance~~ this contract may be extended ~~annually~~ for up to ~~three (3) additional years~~ and annually thereafter, upon mutual consent and continued performance.

Commented [JL1]: The RFP stated that there would be an option to "renew" implying on the same terms, rather than just an annual extension. Updated with suggested language to more closely match the RFP. This provides additional price security for the District given satisfactory performance for at least another 3 years. The District is still protected under paragraph XI below should they need to cancel for performance during the agreement term. Mutually beneficial to extend the term for accountability and consistency on both ends.

III. Payments

Payments shall be made to the Contractor for said work performed at the time and in the manner provided in the General Conditions and Specifications.

IV. Independent Contractor

It is understood and agreed by and between the parties hereto that the Contractor shall perform this Contract as an independent contractor, and nothing herein shall be construed to be inconsistent with this relationship or status, nor shall anything in this Contract be in any way construed to constitute the Contractor, or any of the Contractor's employees or agents, as the agent, employee or representative of the District.

V. Contractor's Representations

In order to induce District to enter into the Agreement, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
2. Contractor has visited the Site and is familiar with and is satisfied as to the general, ~~JoealLocal~~, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with and is satisfied as to all ~~federal~~ federal, state and ~~JoealLocal~~ Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
5. Contractor is aware of the general nature of work to be performed by District and others at the Site that relates to the Work as indicated in the Contract Documents.
6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
7. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

VI. Indemnification and Hold Harmless

The Contractor assumes all ~~Liability~~Liability and agrees to indemnify, protect and hold the District harmless from all liability and expense on account of claims, suits and costs growing out of

or connected with operations by the Contractor and the Contractor's employees and agents under this Contract; provided, however, that the District shall not be relieved hereby from non-immunized liability for the District's own negligence or that of its employees. Any and all provisions of this Contract by which the Contractor agrees to indemnify and hold the District harmless shall be construed to apply under all working conditions and to all stationary or mobile locations where work is to be performed regardless of the hazards and dangers to persons or property, whether disclosed or undisclosed.

The Contractor shall indemnify and hold the District harmless against any suit, action, claim, demand, lien, loss, damage, fine, judgment or decree and any expenses connected therewith, including reasonable attorney's fees for or on account of the violation of any statute, ordinance, building code or regulations, or for any property damages, or for personal injury or death to any person, including contractors, employees or agents, which may arise from the work or operations of Contractor under this Contract.

VII. Compliance with Laws

The Contractor agrees to observe and promptly comply with, at the Contractor's own expense, all present, amended, and future applicable federal, state and local laws, ordinances, rules and regulations, including safety and hazardous materials laws and regulations of any governing authority, and including any applicable licensing requirements and regulations for the payment of sales and use taxes on equipment, materials and supplies necessary to perform under this Contract.

VIII. Right of Inspection

District reserves the right, with prior arrangement, to inspect the equipment and materials the Contractor uses for snow removal and de-icing under this Contract. District inspection does not imply compliance with environmental, DOT or other regulations pertinent to this activity.

IX. Assignment

Neither this Contract nor any interest therein, or claim hereunder, shall be assigned or transferred by the Contractor to any party or parties without the express written approval of the District. Contractor may not subcontract any portion of this Contract or its obligation without the District's prior written consent.

X. Dispute Resolution

In the event of a dispute regarding interpretation, enforcement of, or a parties' performance under this Contract, the parties shall first engage in mediation, initiated by the written request of any party. The parties agree to share equally the cost of any such mediation process; however, they agree to assume the expense of their own counsel. Venue for any mediation shall be within Douglas County, Nevada. Commencement of mediation shall not affect any of the rights or obligations of either party hereunder, all of which shall continue to be performed on a timely basis. If the dispute(s) is (are) not resolved through mediation, and is (are) litigated, the prevailing party shall be entitled to reasonable attorney fees and costs.

XI. Attorney Fees

In the event that any action is filed in relation to this Contract, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

XII. Notices

All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Contract shall be in writing and shall be deemed to have been given when personally delivered or mailed by certified mail, postage prepaid, return receipt requested. Notices, demands and communications shall, unless another address is specified in writing, be sent to the addresses indicated below:

If to the District:
Derek Dornbrook, General Manager or
Judy Brewer, Admin. & H.R. Supervisor
Kingsbury General Improvement District
160 Pine Ridge Drive
Post Office Box 2220
Stateline, Nevada 89449

If to the Contractor:
Jaime Lopez
Post Office Box 723
Zephyr Cove, Nevada 89448

XIII. Severability

The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other remaining provisions unenforceable, invalid or illegal, and the remaining provisions shall not in any way be affected or impaired thereby.

XIV. Integration

This Contract with exhibits incorporated and part thereof, **Exhibit "A"** - General Conditions & Specification; **Exhibit "B"** - Contractor's Proposal; **Exhibit "C"** - Contractor's Qualification Statement and **Exhibit "D"** - District Map contains and constitutes the entire contract by and between the parties hereto and supersedes any and all prior written or oral agreements, express or implied, involving that which is the subject matter of this Contract.

IN WITNESS WHEREOF

District has caused this Contract to be executed by its officers, duly authorized, and Contractor has subscribed same this ____ day of September, ____.

KINGSBURY GENERAL IMPROVEMENT DISTRICT

BY _____

Derek Dornbrook, General Manager

ATTEST:

BY _____

CONTRACTOR:

LOPEZ HOME ENTERPRISES LLC

BY _____

Jaime Lopez, Managing Member

EXHIBIT "A"

GENERAL CONDITIONS AND SPECIFICATIONS FOR THE KINGSBURY GENERAL IMPROVEMENT DISTRICT CONTRACT FOR SNOW REMOVAL

I. SCOPE OF WORK:

The work to be done under this Contract consists of performing snow plowing of streets, the application of de-icing and/or anti-icing materials to streets, the removal of snow from in front of and around fire hydrants and related tasks. Plow operations are deficient and unacceptable if they result in fire hydrants being inaccessible by first responders. Plowing operations are to be conducted and concluded in a fashion that assures ready hydrant access. Contractor is not responsible for removing snow from around hydrants that accumulates naturally during a snowstorm, provided the Contractor's operations did not contribute to the obstruction. All required hydrant snow removal shall be completed within 24 hours of notification, as determined by District staff. Operators shall not cover or obstruct hydrants with plowing debris; and the Contractor shall cause the removal of any such debris from around hydrants such they are accessible by first responders prior to the end of that operator's Scope includes the widening of streets narrowed by snow buildup at the direction of Kingsbury GID (District). Unless otherwise specified herein, the Contractor shall furnish all labor, material and equipment to perform the work

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Commented [JL2]: Please add this for clarity. Without this clarification it appears to require us to remove all snow from the hydrant.

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II. LOCATION OF WORK:

The work shall be accomplished on streets maintained by the District within its boundaries. Kingsbury Grade, State Route 207, is maintained by the Nevada Department of Transportation and is not a part of this Contract. At the direction of District, some private roads within the District may be plowed under provisions of this Contract to allow District to access its service infrastructure.

Contractor and Contractor's operators are responsible for familiarizing themselves with District's roads and adjacent properties, including all hazards. District will provide, install and maintain road markers and snow stakes at its expense. Contractor will assist District as requested in determining where markers should be placed to protect property and drivers, and will advise District of missing or damaged markers throughout the term of this Contract. The District will have the final determination of placement of markers, however, Contractor shall be responsible for any and all damages caused by impact with any fire hydrant or other improvement whether or not properly marked.

III. PREVAILING WAGES AND CONTRACT:

Prevailing wages are not required under this Contract.

IV. PERFORMANCE AND PAYMENT BONDS:

Contractor shall furnish annually a Performance Bond and a Payment Bond, each in the amount of \$300,000, for the term of this Contract. Such bonds shall be in a form approved

by the District and executed by one or more surety companies authorized to do business in Nevada in compliance with N.R.S. Chapter 339.

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After Contractor has satisfactorily performed snow removal for the District for two (2) or more consecutive years, the District may, at its option and upon the request of Contractor, withhold from each payment to Contractor ten percent (10%) retention in lieu of requiring Performance or Payment Bonds. If Contractor thereafter satisfactorily performs for one year, then the retention shall be returned on June 1. Retention will be held during each contract year for which bonds are not provided.

V. LICENSES:

The Contractor and any approved subcontractor, and all employees and agents of both, shall be appropriately licensed to perform all the work under this Contract. At minimum, the Contractor must meet State of Nevada Business Licensing requirements and be in compliance with all local, state, and federal regulations to contract with the District. If circumstances arise in the performance of this Contract that require services which are not within the licensing authority of the Contractor, it shall immediately notify the District of this fact so that District can arrange for performance of the work, in which case the District shall coordinate and supervise such work. Contractor shall ensure that all persons who operate any equipment under this Contract are properly trained and licensed for the equipment they operate and the tasks that they perform.

VI. SUBCONTRACTORS:

Except with prior written authorization of the District, no subcontractor will be recognized as such, and all persons engaged in the work will be considered Contractor's employees, and Contractor will be responsible for their work. Nothing contained in the Contract documents shall create any contractual relationship between any subcontractor and the District.

VII. SUPERINTENDENCE AND PERSONNEL:

The Contractor shall designate in writing, before starting work, the names and phone numbers of authorized representatives who shall have complete authority to represent and act for the Contractor. An authorized representative shall be readily available at all times. The Contractor is solely responsible for the superintendence of the work and for its safety and progress. The District shall notify the Contractor's authorized representatives when, in the opinion of the District, conditions warrant additional or reduced snow removal efforts. The Contractor shall provide sufficient experienced, properly licensed and trained personnel to do the work outlined in this Contract and shall not employ any unfit or unskilled person.

Prior to (and during multi-day) storm events, the Contractor shall provide direct contact information for authorized representative in charge of the plowing operations. This allows the District to more effectively handle customer complaints, calls from law enforcement, and other issues as they arise. The Contractor's authorized representative shall also advise District of cessation of operations concurrently therewith.

VIII. SAFETY:

The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the work. Safety provisions shall conform to all present, amended and future applicable federal, state, county and local laws, ordinances, and codes, to the rules and regulations established by the Nevada Department of Industrial Safety, and to all other laws applicable to the work.

IX. INSTRUCTIONS

The District will furnish to the Contractor maps of the District for use by Contractor's drivers. Maps will designate roads to be plowed and primary and secondary sanding routes. Secondary sanding routes shall be sanded only at the direction of the District. It is the District's goal to balance safety of the traveling public, expense and environmental concerns of the snow plowing activity on its roadways by minimizing unnecessary sanding efforts. However, public safety is the dominant factor.

X. PERMITS AND REGULATIONS:

Permits and licenses necessary to perform the work shall be obtained by the Contractor at its expense. The Contractor shall acquaint itself with, and abide by, all requirements of this Contract and related documents. The Contractor shall comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work. If the Contractor observes that this Contract's specifications are at variance therewith, it shall promptly notify the District in writing and specifically detail any such discrepancies. If the Contractor performs any work contrary to such laws, ordinances, rules, and regulations, Contractor shall bear all costs, penalties, fines and attorney's fees incidental thereto.

XI. DISTRICT'S RIGHT TO TERMINATE CONTRACT OR TO DO WORK:

In the case of unsatisfactory performance by Contractor, District may provide snow removal to supplement Contractor's work without terminating the Contract, and Contractor shall be responsible for any increased costs above the rates specified by this Contract incurred by District, whether resulting from District's efforts or those of a third party.

If the Contractor should be adjudged voluntary or involuntary bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of it, or if it is insolvent, or if it should persistently or repeatedly refuse or fail to supply enough properly skilled or trained personnel or provide properly maintained equipment, or should fail to perform effective snow removal, provide adequate quality sand and salt or perform de-icing to a reasonable level of effort and care, or if it should fail to make prompt payment to its employees or subcontractors for material or labor, or persistently disregard governing law, ordinances, codes or the instructions of the District, or otherwise be guilty of a substantial or material breach or violation of any provisions of this Contract, then the District may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) days written notice, terminate this Contract with Contractor. In such case, the Contractor shall not be entitled to receive any further payment under this Contract.

If the District terminates the Contract for unsatisfactory performance, Contractor shall be responsible for any increased cost in snow removal above the rates specified by this Contract for the balance of the Contract term.

In the event of disagreements, all parties agree to meet and confer prior to any action. Contractor will be provided reasonable opportunity to cure deficiencies prior to default or termination for unsatisfactory performance.

NRS 332.065, Subsection 3. states "If after the lowest responsive and responsible bidder has been awarded the contract, during the term of the Contract he or she does not supply goods or services in accordance with the bid specifications, or if he or she repudiates the contract, the governing body or its authorized representative may re-award the Contract to the next lowest responsive and responsible bidder without requiring that new bids be submitted. Re-awarding the Contract to the next lowest responsive and responsible bidder is not a waiver of any liability of the initial bidder awarded the contract." District may elect to exercise this right in the event of Contractor's uncured default.

XII. INSURANCE:

The Contractor shall obtain at its own expense all required insurance. Such insurance must have the approval of the District as to limit, form, and amount and be in accord with this Contract. The Contractor will not permit any District approved subcontractor to commence any work until the insurance requirements have been complied with by such subcontractor. Contractor shall obtain and maintain Workers Compensation Insurance and Comprehensive General Liability and Property Insurance. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The Contractor will provide District certificates issued by the insurance carrier showing that such policies are in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without thirty (30) days written notice to be delivered by certified or registered mail to the District. In case of the breach of any provision of this Article, the District, at its option, may take out and maintain at the expense of the Contractor such insurance as the District may deem necessary and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract.

A. Comprehensive General Liability Insurance: The Contractor shall submit written evidence that it and/or its subcontractors have obtained full Comprehensive General Liability Insurance coverage. This coverage will provide for both bodily injury and property damage and be in the minimum amounts of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The Bodily Injury portion will include coverage for injury, sickness, disease, or death, arising directly or indirectly out of, or in connection with, the performance of work under this Contract. The Property Damage portion will provide for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of, or in connection with, the performance of work under this Contract.

Commented [JL3]: Per RFP don't we need higher insurance?

Included in such insurance will be ~~contractual~~ contractual coverage sufficiently broad to ensure compliance with that provision titled "Indemnity" hereinafter. The Comprehensive General Liability Insurance will include as Additional Named Insureds the District and each of its officers, agents, and employees.

B. Workers' Compensation Insurance: The Contractor shall submit written evidence that it has obtained for the period of the Contract full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance will be in strict accordance with the requirements of the most current and applicable State of Nevada laws, including any amended laws taking effect during the term of this Contract. The Contractor shall, before the commencement of the work herein, and on an annual basis thereafter, furnish to the District a certificate of coverage in compliance with Nevada Workers' Compensation laws.

C. Automobile Liability: The Contractor shall submit written evidence that it has obtained full Business Auto insurance coverage. This insurance shall include protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, operations, maintenance or use of equipment of the insured, or by its employees, agents or consultants, or by anyone directly or indirectly employed by the insured. The amount of insurance shall be not less than \$1,000,000 combined single limit per accident, including non-owned and hired, applying to bodily and personal injury and property damage.

XVIII. INDEMNITY:

The Contractor shall hold harmless, indemnify, and defend the District and each of its officers and employees and agents from any and all liability claims, losses, or damages arising or alleged to arise from or during the performance of the work described herein, and specifically including any personal injury, property damage, or any other loss caused by or occurring as a result of Contractor's performance of the Contract.

XIV. PRESERVATION OF PROPERTY:

The Contractor shall take all precautions necessary to prevent damage to all property and improvements, including above-ground and underground utilities, fire hydrants, trees, shrubbery, fences, signs, mailboxes, driveways, survey marks and monuments, buildings and structures, the District's property, adjacent property and any other improvements or facilities within or adjacent to the work. If such improvements or property are injured or damaged by reason of the Contractor's negligent operations, they shall be replaced and/or restored at the Contractor's expense, to a condition at least as good as the condition they were prior to the injury or damage. Roadway delineation/snow stakes shall be included in "District's property". When delineation is damaged beyond repair and new delineation has to be installed, the cost of the delineation will be the Contractor's responsibility.

On or before September 1 of each contract year, the Contractor shall notify District, in writing, of any observable hazards existing on the streets that could reasonably cause injury to its drivers or damage to its equipment. District will repair, eliminate or mitigate such hazards upon adequate notice.

XV. ACCIDENTS:

The Contractor shall promptly report in writing to the District all accidents arising out of, or in connection with, the performance of the work, giving full details and the names, addresses and statements of witnesses. In addition, if death or serious injury or serious damage occurs, the accident must be reported immediately to the District by telephone or messenger. If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the District, giving full details of the claim. "Promptly report" is defined as within one business day.

XVI MATERIALS AND EQUIPMENT:

If the Contractor proposes to substitute materials or equipment from those specified, it shall first request approval from the District of the proposed substitutions. No substitutions may be made without prior written approval of the District.

XVII. RECORDS:

The Contractor shall at all times maintain adequate books and records pertaining to work under the Contract and documenting work performed, hours worked, and quantities and costs of materials for de-icing and fuel. All records shall be available to District during regular business hours upon reasonable prior notice.

XVIII. CONSIDERATION:

Contractor shall be fully responsible for the prompt payment of all bills, wages and salaries including all taxes and insurance of its employees.

For its services, Contractor shall be paid a seasonal "flat rate" of Four Hundred Eighty Thousand Dollars and no cents (\$480,000.00) for the 2025-2026 plow season; and for the 2026-2027 plow season; and for the 2027-2028 plow season. If the extension is exercised, the same fee will apply to each additional plow season.

The annual flat rate contract amount is "all inclusive," meaning that no other fees or charges of any type or kind will be demanded by Contractor for services under this Contract, or paid by District unless agreed upon in writing or otherwise provided for herein. Efforts and matters included in the flat rate include, by way of example and not limitation, any and all equipment necessary to properly complete the Contractor's duties hereunder, labor, insurance, permits, disposal, storage, hauling, sand, salt, brine, subscriptions, recordkeeping and reporting.

The flat fee arrangement notwithstanding, Contractor shall maintain records of all its work, materials, labor and expenses utilized in the performance of this Contract and will share same with District each and every month for informational and statistical purposes.

It is reasonably foreseeable that Contractor may be called upon by District to perform additional work for District's benefit which falls outside the scope of work identified in this Contract. Such services shall only be performed pursuant to a written direction by District and acceptance by Contractor. In such cases the following payment protocols will be observed and followed by the parties.

For out-of-scope work, Contractor may submit invoices immediately after the work is performed. Payment under this Contract shall be made for each documented hour or partial hour of equipment used for the out-of-scope tasks. Partial hours shall be documented and paid for in (1/4) quarter hour increments. In support of each billing, Contractor shall supply time records showing date, driver's name, general location of work performed, nature of the work performed, equipment used, hours of work, a measurement of materials used, if any, and fuel invoices if a fuel surcharge is permitted.

Payment shall be made to Contractor within fifteen days of receipt of an out-of-scope invoice, subject to verification by District of work performed.

The Contractor shall accept the compensation as herein provided as the full payment for furnishing all superintendence, labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified; and for executing the work according to the Contract documents. No compensation will be made in any case for loss of anticipated profits.

Payments Withheld: The District may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

1. Claims filed or reasonable evidence indicating probable filing of claims.
2. Failure of the Contractor to make payments properly to subcontractors, suppliers or employees or for material or labor.
3. Failure of the Contractor to repair damage to private property or in right-of-way.
4. Failure to maintain or repair required equipment to meet performance requirements.

XIX. ISSUES WITH PRIVATE PROPERTY OWNERS AND THE GENERAL PUBLIC:

All complaints of third parties on snow removal or sanding shall be directed to District, which will direct matters to the Contractor as appropriate. Drivers shall not enter into

discussions with the public, and shall instead refer such persons to the District's designated representative.

District and Contractor shall cooperate in the removal of vehicles from the right-of-way when they are impeding snow removal. Contractor shall first notify the Douglas County Sheriff and then notify the District representative of such impeding vehicles.

XX. PAYMENT PRACTICES:

Unless this Contract is terminated as set forth herein, the District will guarantee an annual payment of \$480,000 per season of the Contract with a 10% deposit due at the beginning of each season and monthly payments thereafter. Alternative payment details negotiable with the District.

XXI. SNOW REMOVAL AND DE-ICING PROCEDURES:

A: PROCEDURES

Contractor shall perform snow removal and sanding on designated streets maintained by the District and on private roads within District boundaries that are designated by the District.

1. Unless District notifies Contractor otherwise, plowing operations shall commence when the snow reaches a depth of three (3) inches on the road at the intersection of North Benjamin and Kingsbury Grade. Sanding shall begin as soon as surfaces on regularly-sanded streets have the potential to become slippery, as determined by the District.
2. Contractor shall ensure school bus routes are free of snow and apply de-icing materials prior to the normal travel time of school buses and, when conditions permit, by 7 a.m. if the snow is at or over three (3) inches deep.
3. De-icing ("sanding") shall be done on streets designated by the District before 7 a.m. and again early afternoon when streets are icy and at such other times as conditions warrant.
 - a. District shall designate Primary and Secondary Sanding Routes. Secondary sanding routes shall only be sanded with approval of the District Representative or designate. Areas not identified as Primary or Secondary shall only be sanded at the direction of the District Representative or designate. District reserves the right to reduce or expand the routes based on operational requirements.
 - b. Type "D" Sand meeting the Nevada Department of Transportation specification shall be exclusively used in the sand/salt mix applied to streets.
 - c. The District shall designate the application rate, width and symmetry of sand application.

- d. The District shall communicate to the Contractor any changes in application rate from the calibrated rate of application as defined herein.
 - e. The District shall designate the width of spread pattern to use on each route unless this has been pre-arranged. In no case shall the spread pattern formed by the material extend beyond the traveled portion of the road.
4. Plow operations are deficient and unacceptable if they result in fire hydrants being inaccessible by first responders. Plowing operations are to be conducted and concluded in a fashion that assures ready hydrant access. Operators shall not cover or obstruct hydrants with plowing debris; and the Contractor shall cause the removal of any such debris from around hydrants such that they are accessible by first responders within 24 hours. Contractor shall assume responsibility for any snowplow damage to such fire hydrants and shall indemnify and hold District harmless for damages to hydrants or any claim resulting from Contractor removing snow from fire hydrants, whether or not such hydrants are adequately marked. District, with input from Contractor, will endeavor to reliably mark hydrant locations.
 5. Contractor is not responsible for removing snow from around hydrants that accumulates naturally during a snowstorm, provided the Contractor's operations did not contribute to the obstruction. All required hydrant snow removal shall be completed within 24 hours of notification, as determined by District staff.
 6. A rotary snow blower shall be used in such areas as are designated by District, with District authorization prior to each use.
 7. District reserves the right to perform limited plowing (up 25% of the plowing work). If District plows, District shall coordinate its efforts with Contractor so that the work is not overlapped. Such coordination shall include but not be limited to a meeting with the Contractor to communicate specific streets that the District will plow, specific days and times that the District will take responsibility for plowing, and when the Contractor shall resume plowing and/or sanding responsibilities for those specific streets. Contractor shall not be liable for damage caused by District plowing efforts. District's supplemental plowing shall not affect the Contractor's payment.
 8. District will perform anti-icing operations within specific areas of the District. District shall coordinate such efforts with Contractor. Such coordination shall include but not be limited to a meeting with the Contractor to communicate specific streets that the District will perform anti-icing operations, specific days and times that the District Work will be performed, and when the Contractor shall resume anti-icing responsibilities for those specific streets. Contractor shall not be liable for damages resulting from District's anti-icing operations. Contractor shall be responsible for the overall safety of the roads at all times.
 9. When practical, loader and plow truck blades shall be turned away from driveways, intersections, and fire hydrants to reduce or eliminate berms.

Intersection berms shall be cleared regularly during and immediately after a storm.

B: EXCESSIVE WINTER DE-ICING MATERIALS/ABRASIVES USAGE

1. The District has determined the amount of winter de-icing materials/abrasives required to complete each route based on normal rate of application and even coverage.
2. Contractor shall utilize best efforts to comply with District's determinations as to amounts of products mentioned in the previous paragraph, and will avoid excessive application of de-icing materials and abrasives. This is necessary for Lake Tahoe clarity concerns.
3. Should the winter de-icing material/abrasives usage as a function of distribution rate as measured by the spreader controls (+/-5%) not equal the actual volume of winter de-icing materials/abrasives used, the spreader will be deemed to be operating improperly or the load to have been spread incorrectly. If so, the Contractor shall immediately advise the District and shall do the following:
 - a. Should the Contractor have a spare spreader; the Contractor shall remove from service the out of calibration spreader. The Contractor shall make the spreader switch recognizing that time is of the essence. The District and Contractor shall agree on the time required to make the switch safely.
4. If the Contractor does not have a spare spreader, District may permit the Contractor to use the out of calibration spreader on the current winter event.
5. The out-of-calibration spreader shall be re-calibrated and available within twenty-four (24) hours or other District and Contractor agreed upon time frame.
6. The Contractor shall ensure that the actual volume of winter de-icing materials used is included in daily reports. This shall be reported in cubic yards.
7. Upon completion of an assigned route the Contractor shall return any unused winter de-icing materials to its place of origin and again shall ensure that the actual cubic yard volume of winter de-icing materials used is included on the daily reports.
8. The Contractor shall be aware that large or foreign objects may exist in the de-icing materials. The Contractor shall take such precautions to prevent damage to its equipment and public from such objects. District will not be responsible for any damages from such objects loaded into the Contractor's spreaders.

XXII. EQUIPMENT:

A. MINIMUM EQUIPMENT REQUIRED.

Contractor shall have in good working order for the performance of this Contract the following equipment. Substitutions may be made only with the approval of District and will be documented with an amendment to this Contract Other equipment and hourly rates (if applicable) may be listed (will not be included in determining the rate for bidding) but could be made available by the Contractor for use under this Contract as approved by the District. Minimum equipment required, when not available during a snow event may be

cause for a deduction of payment (at the rate specified in the bid) unless suitable substitution has been approved by the District.

1. ~~Five-Four (45)~~ fully chained wheel loaders with 10 to 14-foot snow blades and/or plow with wings and a minimum of three (3) three-cubic yard buckets.
2. Two (2) large rotary snow blowers with minimal capacity each of 2500 tons per hour. And ~~three two (32)~~ small rotary snow blowers with capacity of approximately 600 to 1000 tons per hour. Blowers may be loader/loader-mounted.

Plowing/Sanding and Salting units as specified;

1. ~~Three-Two (23)~~ Spreader/Snowplow Combination ~~T~~ trucks with 4x4 drive wheels chained with ~~5 to 73~~ cubic yard spreader box/ hopper, ~~10 to 14 foot reversible snow blade complete with operators (this includes one extra truck for back up). All trucks must be able to be fitted with GPS sensors to indicate plow up/down.~~
2. ~~Two-One (21)~~ Brining truck of the spreader trucks must have both pre-wetting and anti-icing capability and be equipped with a minimum liquid tank capacity of ~~490-300~~ gallons, per spreader truck.
- 2-3. ~~One (1)~~ Support truck for fuel, chains, hoses and backup spreader. May include plow.

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All snowplow units shall be equipped with variable speed spread control system capable of controlling the application rate of sand or the sand/salt mixture. ~~A hydraulic pump, powered by the vehicle's engine, shall power the hydraulic system of all spreader boxes.~~

Commented [JL4]: These are old specs. Everything is electric and comes as a unit.

~~Auxiliary motors are not permitted. All must be capable to be fitted with GPS sensors for plow up or down.~~

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Variable speed spread control devices shall be able to be calibrated to ensure consistent and uniform delivery of material to the road. It is preferred for the spread rate application settings to be controlled from inside the cab of the vehicle. All must be suitable to be fitted with GPS sensors for spreader on/off protocol.

~~One (foreman) support truck (1-ton) with blade.~~

~~Any~~ plow trucks will be fitted with prescribed vehicle tracking system modules. Contractor is responsible for use, maintenance, and security of these tracking units. The GPS unit is connected to the electronic wiring harness system of the vehicle. Detailed information on the current system being used can be found at <http://www.networkfleet.com> The District will pay the monthly monitoring charges. The District will allow the Contractor limited access to various functions within the software and to generate reports. Alternative tracking systems may be substituted upon agreement between District and Contractor.

Commented [JL5]: We have our own tracking systems. Loaders are built in but trucks are aftermarket. Perhaps this would be used for the trucks? Added language to the end to allow Staff and Contractor to discuss more fully and adjust as needed.

Equipment not meeting the above requirements will be rejected. Within the provisions of this Contract and upon mutual agreement the Contractor may make equipment available to complete other District assignments which the Contractor is licensed and qualified to

perform.

XXIII. DE-ICING AND ANTI-ICING MATERIALS:

- A. Contractor shall prepare and provide mixed sand and salt for de-icing at a ratio not to exceed 1 part salt to 3 parts Type "D" at Contractor's cost. Contractor shall provide covered storage for the sand/salt mixture and maintain moisture content at less than 2%. Alternatively, District, at its discretion, may provide and store mixed sand/salt for Contractor's use with appropriate notice.
- B. District may seek to explore de-icing and anti-icing alternatives during the term of the Contract and reserves the right to negotiate with Contractor the implementation of a different sanding/de-icing/anti-icing program which may include, among other things, pre-wetting of the sand/salt mix, use of different chemicals and a change in application rates or procedures. District reserves the right to bring the sanding component of the Contract in-house upon reasonable notification to Contractor with appropriate reduction in minimum rate payable to Contractor.
- C. QA/QC: Contractor shall allow the District to obtain samples of the sand/salt mix from spreaders to verify correct sand type and mix ratios.

XXIV. STAGING YARD AND MATERIALS STORAGE:

Contractor may use the District's Operations Yard to stage equipment and material. Contractor shall operate and maintain the yard consistent with all applicable laws and ordinances. Contractor's use of the District Operations Yard shall not interfere with District's use thereof.

XXV. DEFINITIONS:

- A. SANDING means the application of de-icing abrasives by pre-wetting a sand and salt mixture as it is applied during and after storm events.
- B. ANTI-ICING means pre-wetting the road surface with 23% salt brine and/or salt before a storm event.
- C. DE-ICING means Application of 23% salt brine and salt after a storm event.

XXVI. SAND SPECIFICATIONS (SPEC. "D"):

- A. Moisture content shall not be in excess of 5% of the weight of the material delivered.
- B. Durability Index or hardness must be greater than 75 per ASTM D4644 test. The loss by abrasion must be less than 33%.
- C. The content of material smaller than 100 mesh sieve must not exceed 4.0 percent fines by weight. The content of material smaller than 200 mesh sieve must not exceed 2.5 percent fines by weight. Phosphorus: The maximum phosphorus content shall be 10 parts per million or less.

<u>SIEVE SIZE</u>	<u>PERCENTAGE PASSING</u>
#4	93%-100%
#8	40%-80%
#16	15%-60%
#50	0%-20%

#100	0%-4%
#200	0% - 2.5%

"Percent Fines" means the percent material passing a specified sieve size as determined by the American Society for Testing Materials (AASHTO) "Standard Method for Sieve Analysis of Fine and Coarse Aggregates," designation 136-84a or AASHTO Designation T27.

"Durability Index" means the hardness of the material or its resistance to breaking down as defined by American Association of State Highway and Transportation Officials (AASHTO) T-210 or Caltrans Test 229.

"Loss by Abrasion" means the percent loss of weight as determined by using AASHTO "Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and impact in the Los Angeles Machine", Designation AASHTO T-96.

Exhibit B
BID FORM

**KINGSBURY GENERAL IMPROVEMENT DISTRICT
SNOW REMOVAL CONTRACT PROPOSAL**

The undersigned proposer declares that he/ she has examined the Information for Bidders, Snow Removal Contract, General Conditions & Specifications (Exhibit "A"), completed the Contractor's Qualification Statement (Exhibit "C") and examined the roadways shown on the District Map (Exhibit "D"). The undersigned has full and complete knowledge of the work specified; of the hazards existing in the work area; and the terms of the contract. Proposer agrees that if its bid is accepted as submitted herewith, he/ she will promptly enter into a contract with Kingsbury General Improvement District and will supply all equipment, labor and materials as offered in its proposal to the full compliance with the specifications. Upon satisfactory completion of all other elements of this proposal and ability to serve the District, the award will be determined based upon the most responsive and responsible proposal and the interests of the District.

All required documents must be signed and returned. Page two of *this* exhibit must be initialed by submitting official to be deemed complete.

PROPOSER'S INFORMATION:

COMPANY NAME _____

ADDRESS: _____

PHONE: _____ FAX: _____

~~N E A B~~ BUSINESS LICENSE NO. ____

Signature of Proposer

Date

Printed Name

Title

Location(s) of staging yard, fuel and materials storage area:

Kingsbury General Improvement District
 Bid Form - Contract for Snow Removal
 For Bid Opening August 23, 2022
 Page Two

Required Equipment Listing

<u>Item</u>	<u>Make</u>	<u>Size or Capacity</u>	<u>Rate per Hour</u>
Wheel loader			
Wheel loader			
Wheel loader			
Wheel loader			
Wheel loader			
Large rotary snow blower			
Large rotary snow blower			
Small rotary snow blower			
Small rotary snow blower			
Spreader/Snowplow Combination Truck			
Spreader/Snowplow Combination Truck			
Spreader/Snowplow Combination Truck			
Support truck (1 ton) with blade			
TOTAL			

Additional equipment available to district

