

Central Lyon County Fire
Protection District

REQUEST FOR PROPOSAL
PROFESSIONAL SERVICES:
CONTRACTS MANAGEMENT &
BILLING SPECIALIST



Proposal Submittal
Due Date June 15, 2026 - 5:00 PM

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INTRODUCTION

A. General Information

Central Lyon County Fire Protection District (Central Lyon Fire) is requesting proposals from Contractors experienced in contract management, billing preparation, and billing portal management services on an as-needed, hourly basis. Contract management and billing are to be performed in accordance with the specific contracts and agreements, as outlined in their requirements. The Fire District may select multiple Contractors and employ each on a case-by-case basis, based on their area of need, experience, and requirements for each contract. Contracts may also be utilized for related program areas not explicitly mentioned in this solicitation.

All procurement transactions shall be conducted in a manner to provide, to the extent possible, practical, open, and free competition. We encourage small businesses, minority companies, veteran-owned, and women-owned enterprises to apply.

There is no expressed or implied obligation for Central Lyon Fire to reimburse responding Contractors for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under Nevada Revised Statutes Chapter 239 - Public Records, unless exempt.

To be considered, one (1) hard copy or pdf of the technical proposal, and one (1) hard copy or pdf of the cost schedule proposal in a separate sealed envelope or email. Proposals must be **received** via personal delivery, mail, or email by 5:00 PM on June 15, 2026 by:

Amber Law, Business Manager / HR Director
Email: alaw@centralfirenv.org

Physical and Mailing Address:
Central Lyon County Fire Protection District
246 Dayton Valley Road, Suite 106
Dayton, NV 89403

Note that a postmark is not sufficient. Proposals must be received by 5:00 pm on June 15, 2026, in order to be responsive.

Inquiries concerning this Request for Proposal must be made to:

Amber Law
Business Manager
alaw@centralfirenv.org
Ph 775-246-6209 ex. 5, ex. 2

Contact with personnel of Central Lyon Fire, other than the above regarding this request for proposals, may be grounds for elimination from the selection process.

During the evaluation process, Central Lyon Fire reserves the right to request additional information or clarification from proposers or to allow corrections of errors or omissions. At the discretion of Central Lyon Fire, Contractors submitting proposals may be invited to an interview and requested to make oral presentations as part of the evaluation process.

Central Lyon Fire reserves the right to retain all proposals submitted and to use any ideas(s) in the proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Contractor of the conditions contained in the request for proposals unless clearly and specifically noted in the proposal submitted and in the contract between the Central Lyon Fire and the Contractor selected.

It is anticipated that the selection of a Contractor will be completed by July 9, 2026. Central Lyon Fire reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items.

B. Term of Engagement

It is the intent of Central Lyon Fire to contract for services presented herein for a term of one (1) fiscal year beginning on July 1, 2026 with a Central Lyon Fire option to extend for four (4) additional fiscal years. The proposal package shall present fee rates and expenses for the fiscal year of the contract term, and each fiscal year of the option term.

I. DESCRIPTION OF THE GOVERNMENT

A. Background Information

Central Lyon Fire is a political subdivision of the State of Nevada, operating under provisions of Chapter 474 of *Nevada Revised Statutes* (NRS) exclusive of 474.460 to 474.540. In June 1971, Central Lyon Fire was established and, in August 1993, received its own independent five (5) person elected Fire Board of Directors.

Central Lyon Fire has a population of approximately 32,500 and covers an area of approximately 640 square miles. The Central Lyon Fire District is located in the western portion of the State, bordering the consolidated municipality of Carson City to the west, Churchill County to the east, Storey County and northern Lyon County to the north, and southern Lyon County and Douglas to the south. Included within the Central Lyon Fire's boundaries are US Highway 50, portions of the Virginia Mountain Range, the Pinenut Mountains, Lake Lahontan, and the Carson River.

The five-member Fire Board of Directors is elected at large on a staggered basis for a term of four years. Central Lyon Fire provides a variety of services, including public safety through emergency response, fire prevention, risk reduction, as well as administrative services.

The fiscal year for Central Lyon Fire begins July 1 and ends June 30.

The Fire District contracts with the Nevada Division of Forestry (NDF) as a Fire Protection Agency (FPA) through the Wildland Fire Protection Plan (WFPP), an Interlocal agreement, to provide Assistance by Hire (ABH) for wildland fire mobilization assistance to other jurisdictions, Local, State, and Federal agencies, with no financial responsibility. ABH requires the FPA to perform cost-recovery by initiating a bill in the NDF FBS following "Billing Procedures and Billing Content" in the WFPP within 30 days of the mobilized resource's return.

The Fire District contracts with public utility providers to perform hazardous vegetation removal and fuels management under a fee-for-service, master services contract. The contract requires the Fire District, as a contractor, to invoice the utility company following the "invoicing" section of the contract for work completed by the 25th of every month.

II. NATURE OF SERVICES REQUIRED

A. Scope of the Work to be Performed

Central Lyon Fire desires a professional and experienced contracts manager and billing specialist who has experience in the public sector, specifically with assistance by hire fire billing and utility company contract

invoices. The selected independent Contractor will be required to perform the following tasks:

Manage data entry for all Central Lyon Fire Agreements, Rates, and Resources, and prepare all Billing Claims within the Nevada Division of Forestry's (NDF) Fire Business System (FBS), which allows for billing claims submission and account follow-up, serving all the financial functions between the FPA and NDF, according to the WFPP agreement.

Update the Agreements, Rates, and Resources within the Nevada Division of Forestry (NDF) Fire Business System (FBS), by July 1 annually, according to the WFPP agreement. Assist the Fire District staff, as necessary, in its bi-annual review of the WFPP.

Manage and update the annual fees and rate schedule for the public utility provider master services contract and assist the District staff with management of the purchase order process. Prepare all invoices for billable work performed under the master service contract during the most recent monthly invoice period.

Review and track all contracted ABH and work expenses, reimbursements, and invoice accounts receivable. Follow up on claims that are not paid in the time frame stipulated in the individual insurance contracts.

Work directly with contracting organizations to correct errors on claims and resubmission of corrected claims.

Track and submit itemized details of work and correspondence done on behalf of the Fire District.

B. Indemnification

The selected proposer will be required to provide proof of various insurance policies as set forth more fully in the sample Contract for Services by an Independent Contractor attached hereto as **Appendix A**.

C. Finance Operations

Amber Law, Business Manager / HR Director, heads the Administration Division. The Division consists of 3 employees (including the Business Manager / HR Director) and provides the following financial services District wide:

General Accounting
Financial Reporting
Accounts Payable/Receivable
Grant Administration

III. TIME REQUIREMENTS

A. Entrance Conferences, Progress Reporting and Exit Conferences

At a minimum, the following conferences are to be held on or before the dates indicated below:

Entrance conference with the Business Manager / HR Director and key personnel no later than the last business day in June. The purpose of this meeting will be to discuss prior and the interim work to be performed if not previously communicated. This meeting will also be used to establish overall liaison/Contractor contact for the professional services to be performed, and to arrange for other needs of the Contractor.

Progress conference with the Business Manager / HR Director and other key personnel shall be held no later than the last week of each Month, and an Exit conference with key personnel shall be held no later than December 15th annually for all WFPP FBS billing services.

The Contractor should be available for any meetings that may be necessary to discuss the draft monthly contract invoices and WFPP FBS bills. Once all issues of discussion are resolved, they shall be delivered to the Business Manager / HR Director. This process will be completed monthly, and the final products will be **delivered by the last business day of each calendar month.**

IV. ASSISTANCE TO BE PROVIDED

A. Administration Division Assistance

The Business Manager / HR Director will be the primary liaison between the Contractor and the District Business Office staff. The office staff will be available to assist the Contractor by providing information, documentation, and explanations. In addition, if required, clerical support will be made available to the Contractor for the preparation of routine letters and memoranda.

B. Work Area and Office Equipment

Work should be performed from remote locations, with the Contractor providing the necessary office space and equipment, including computers and telephones, for their staff, as well as technical support. Meetings should be held via Teams, or similar online methods. Central Lyon Fire can provide an on-premises meeting room or other space upon request.

V. PROPOSAL REQUIREMENTS

A. Format for Technical Proposal

1. **Title Page** showing the RFP's subject, the Contractor's name; the name, address and telephone number of the Contractor's contact person; and the date of the proposal.
2. **Table of Contents** identifying the materials submitted by section and page number.
3. **Signed Transmittal Letter** briefly stating the Proposer's understanding of the work to be done, the commitment to perform the work within the time required, and the name, title, physical and e-mail address and telephone number of the person(s) authorized to represent the Proposer.
4. **Technical Proposal** following the order set forth in Section B below.

B. Contents of the Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Contractor seeking to undertake the contracts management for Central Lyon Fire and perform as a specialist who performs contract billing in conformity with the requirements of this RFP. The Technical Proposal should demonstrate the qualifications of the Contractor and of the specific staff to be assigned to this engagement. The Technical Proposal should address all points outlined in the RFP (excluding any cost information, which should be submitted in a separate, sealed envelope).

The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of this RFP. While additional data may be presented, the

following subjects must be included and represent the criteria against which the proposal will be evaluated.

1. License to do business in Nevada

A statement shall be included verifying that the Contractor and all assigned key professional staff are properly licensed to do business in the State of Nevada.

2. Independence

The Contractor shall provide a statement that it is independent of Central Lyon Fire. The Contractor should also list and describe the Contractor's (or proposed subcontractors') professional relationships involving the Central Lyon Fire for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing independent contract professional services.

3. Contractor Qualifications and Experience

To qualify the Contractor must have relevant experience in contracts management of local governments as well as experience with the preparation of and specialized billing and invoices.

The Proposer should state the size of the Contractor's organization, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement on a full-time basis, and on a part-time basis. Staff consistency is an important consideration.

The Contractor must also provide information on the circumstances and status of any civil or criminal legal action taken or pending against the Contractor during the past three (3) years by State regulatory bodies or professional organizations.

4. Staff Qualifications and Experience

Provide information on each staff member's contracts and management experience, including relevant professional education. Indicate how the quality of staff over the term of the agreement will be assured.

Provide the years the staff has been providing the proposed services. The fire district is most interested in working with contractors who have been providing the listed services for at least 5 years (preferably more) and have a solid history in the field. Please outline your history of providing services. Include any information, such as websites that describe your history and services, that will be helpful in evaluating your experience.

Engagement partners, managers, other supervisory staff, consultants, and specialists may be changed if those personnel leave the Contracting organization. These personnel may also be changed for other reasons with the express prior written permission of the Central Lyon Fire. However, in either case, the Central Lyon Fire retains the right to approve or reject replacements. Other personnel may be changed at the discretion of the proposer if the replacement has substantially the same or better qualifications or experience.

5. Similar Engagements with Other Government Entities and References

List the most significant engagements (maximum 5) performed in the last three (3) years that are similar to the engagement described in this RFP.

The engagements should be ranked based on total staff hours. Indicate the scope of work and date. Provide the name, e-mail address, and telephone number of the organization's principal contact, and provide any letter

of recommendation or support.

Central Lyon Fire reserves the right to contact any or all the listed references regarding the services performed by the Proposer.

6. No dollar amounts should be included in the Technical Proposal

C. Contents of the Cost Proposal

Central Lyon Fire intends to obtain the highest quality proposal for services at the lowest possible cost. For this reason, cost will be evaluated separately from the Contractors' qualifications and the services proposed in response to this RFP.

The cost proposal included in **Appendices B and C** should be submitted in a sealed envelope, or email, separate from the Contractor's technical proposal. Cost information must not be included in the technical proposal.

1. Total All-Inclusive Maximum Price

The separate as-needed hourly rate dollar cost proposal should contain all hourly cost information relative to performing the professional services as described in this RFP, along with total indirect costs and out-of-pocket expenses.

Central Lyon Fire will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such costs should not be included in the proposal.

The cost proposal should be submitted in the format provided in: Appendix B," Cost Proposal Form", and Appendix C, "Schedule of Professional Fees and Expenses".

VI. EVALUATION PROCEDURES

A. Review of Proposals

Proposals will be evaluated by Central Lyon Fire management and reviewed by the Business Manager / HR Director and the Administration Chiefs. Proposals will be evaluated using three (3) sets of criteria: Mandatory Elements, Technical Quality, and Cost. Contractors meeting the mandatory criteria will qualify to have their proposals evaluated and scored for both technical qualifications and price.

Evaluation Criteria:

1. Mandatory Elements:
 - a. Proposal must be received by date and time due.
 - b. The Contractor adheres to the instructions in this RFP on preparing and submitting the proposal.
 - c. The Contractor is independent and licensed to work in Nevada.
 - d. The Contractor has no conflict of interest with regard to any of the work performed by the Contractor for Central Lyon Fire.
 - e. The Contractor submits a copy of its record of quality work.
 - f. The Contractor submits a separate, sealed Cost and Expenses Proposal in the manner and form prescribed.

2. Technical Quality:
 - a. Expertise and Experience
 - b. Past experience and performance on comparable government engagements, especially local governments in Nevada.
 - c. The quality of the professional personnel to be assigned to the engagement and the quality of the management support personnel to be available for technical consultation.
3. Cost - All-Inclusive hourly rates and costs.

B. Interviews

As part of the evaluation process, the highest-scoring Contractors may be invited to participate in an interview with the Business Manager / HR Director and the administration chiefs. Contractors will be requested to make a presentation of no longer than 15 minutes and then have an opportunity to answer any questions the committee may have about the Contractor's proposal. Interviews will be scheduled as necessary and may be held via Teams.

C. Selection Review

Proposals, evaluations, and recommendations will be submitted to the Central Lyon County Fire Protection District Fire Chief and will be reviewed and selected by the Central Lyon Fire Business Manager / HR Director.

D. Final Selection

The Central Lyon Fire Business Manager / HR Director will select a Contractor based upon the recommendations of the Fire Chief, in accordance with the District's procurement manual. It is anticipated that the proposals will be reviewed and the contract for the selected Contractor's final award may be on or before July 9, 2026.

E. Right to Reject Proposals

Submission of a proposal indicates acceptance by the Contractor of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and in the contract between Central Lyon Fire and the Contractor selected. Central Lyon Fire reserves the right to reject any or all proposals.

Appendix A – Sample Contract for Services by an Independent Contractor

A CONTRACT BETWEEN

Central Lyon County Fire Protection District

AND

[CONTRACTOR]

This Contract for Services by an Independent Contractor (the “Contract”) is entered into by and between Central Lyon County Fire Protection District, a political subdivision of the State of Nevada, through the Fire Board of Directors (the “Central Lyon County Fire Protection District,” and _____ “(Contractor”). Central Lyon County Fire Protection District and Contractor are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

WHEREAS, Central Lyon County Fire Protection District, from time to time, requires the services of independent contractors for professional services;

WHEREAS, Central Lyon County Fire Protection District believes it retains the services of Contractor; and

WHEREAS, Contractor represents that it is duly qualified, equipped, staffed, competent, ready, willing, and able to perform the services required by Central Lyon County Fire Protection District, as hereinafter described.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the Central Lyon County Fire Protection District and Contractor mutually agree as follows:

1. **TERM AND EFFECTIVE DATE OF CONTRACT.** The Contract will become effective on the date it is approved and signed by representatives of both Parties and will remain in effect to _____.
2. **INDEPENDENT CONTRACTOR STATUS.** The Parties agree Contractor will have the status of an independent contractor and that the Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the Parties, including the express understanding that Contractor, its officers, employees, and agents are not employees of the Central Lyon Fire and that:

There shall be no:

- (1) Withholding of income taxes by the Central Lyon County Fire Protection District;
- (2) Industrial insurance coverage provided by the Central Lyon County Fire Protection District;
- (3) Participation in group insurance plans which may be available to employees of the Central Lyon County Fire Protection District;
- (4) Participation or contributions by either the Contractor or the Central Lyon County Fire Protection District to the public employees’ retirement system;

- (5) Accumulation of vacation leave or sick leave; and
- (6) Unemployment compensation coverage provided by the Central Lyon County Fire Protection District if the requirements of NRS 612.085 for independent contractors are met.

3. **INDUSTRIAL INSURANCE.** Contractor further agrees that, prior to the commencement of any work and as a precondition to any obligation of the Central Lyon County Fire Protection District to make any payment under the Contract, Contractor will provide the Central Lyon County Fire Protection District with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees that, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the Central Lyon County Fire Protection District that Contractor has made the following written request to Contractor’s insurer:

_____ has entered into a contract with Central Lyon County Fire Protection District to perform work from _____, and requests that an authorized insurer provide to Central Lyon County Fire Protection District: (1) A certificate of coverage issued pursuant to NRS 616B.627 and (2) Notice of any lapse in coverage or nonpayment of coverage that the Contractor is required to maintain.

The certificate and notice should be mailed to:
Central Lyon Fire
Business Manager
246 Dayton Valley Road,
Suite 106
Dayton, Nevada 89403

Contractor agrees to maintain any required workers' compensation coverage throughout the entire term of the Contract. If Contractor does not maintain the required coverage throughout the entire term of the Contract, Contractor agrees that the Central Lyon County Fire Protection District may at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the Central Lyon County Fire Protection District. For each six-month period this Contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in, or nonpayment of, insurance coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that the Central Lyon County Fire Protection District may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the Central Lyon County Fire Protection District.

- 4. **SERVICES TO BE PERFORMED.** The Contractor will perform the services outlined in the “Central Lyon County Fire Protection District, Nevada REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES: CONTRACT MANAGEMENT AND BILLING SPECIALIST” (the “RFP”), Contractor response submitted June 15, 2026 (the “RFP Response”), and related follow-up communication and negotiations.
- 5. **PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 4 at a cost not to exceed those stated in Appendix C of the RFP Response.

6. **TERMINATION OF CONTRACT.** Central Lyon County Fire Protection District may terminate the Contract upon at least 30 days' advance written notice to Contractor.
7. **NON-APPROPRIATION.** Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the Central Lyon County Fire Protection District. Any funds budgeted by the Central Lyon County Fire Protection District pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the Central Lyon County Fire Protection District's discretionary control upon the completion, termination, or cancellation of the Contract. The Central Lyon County Fire Protection District will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.
8. **CONSTRUCTION OF CONTRACT.** The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the Central Lyon County Fire Protection District of Lyon County that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The Parties mutually agree to not seek punitive damages against either Party.
9. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws. Central Lyon County Fire Protection District will not waive and intends to assert all available NRS chapter 41 liability limitations.
10. **ASSIGNMENT.** Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the Central Lyon County Fire Protection District.
11. **CENTRAL LYON COUNTY FIRE PROTECTION DISTRICT INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related to the Contract will be subject to inspection, examination and audit by the Central Lyon County Fire Protection District, including, but not limited to, the contracting agency, the Central Lyon Fire Business Manager / HR Director, the District Attorney, and, if applicable, the Comptroller of Lyon County, or any authorized representative of those entities.
12. **DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under the Contract (the "Materials") will be the exclusive property of the Central Lyon County Fire Protection District and all such materials will be remitted and delivered, at Contractor's expense, to the Central Lyon County Fire Protection District by Contractor upon the completion, termination or cancellation of the contract.

Alternatively, if the Central Lyon County Fire Protection District provides its written approval to Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from the Central Lyon County Fire Protection District and all other pending matters are closed. If, at any time during the retention period, the Central Lyon County Fire Protection District in writing, requests any or all of the Materials, then Contractor will promptly remit and deliver the materials, at Contractor's expense, to the Central Lyon County Fire Protection District. Unless the Central Lyon County Fire Protection District has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the Central Lyon County Fire Protection District.

13. **PUBLIC RECORDS LAW.** Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the Central Lyon County Fire Protection District by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the Central Lyon County Fire Protection District or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.
14. **INDEMNIFICATION OF CENTRAL LYON COUNTY FIRE PROTECTION DISTRICT.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the Central Lyon County Fire Protection District from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor will defend, hold harmless and/or indemnify the Central Lyon County Fire Protection District against such claims. Notwithstanding the obligation of Contractor to defend the Central Lyon County Fire Protection District as set forth in this paragraph, Central Lyon County Fire Protection District may elect to participate in the defense of any claim brought against Central Lyon Fire because of the conduct of Contractor, its officers, employees and agents. Such participation shall be at the Central Lyon County Fire Protection District's own expense and Central Lyon County Fire Protection District shall be responsible for the payment of its own attorney's fees it incurs in participating in its own defense.
15. **INDEMNIFICATION OF CONTRACTOR.** To the fullest extent permitted by law, the Central Lyon County Fire Protection District shall indemnify, hold harmless and defend Contractor from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the Central Lyon County Fire Protection District, its officers, employees and agents. Central Lyon County Fire Protection District will defend, hold harmless and/or indemnify Contractor against such claims. Notwithstanding the obligation of Central Lyon County Fire Protection District to defend Contractor as set forth in this paragraph, Contractor may elect to participate in the defense of any claim brought against Contractor because of the conduct of the Central Lyon County Fire Protection District, its officers, employees and agents. Such

participation shall be at Contractor's own expense and Contractor shall be responsible for the payment of its own attorney's fees it incurs in participating in its own defense.

16. **MODIFICATION OF CONTRACT.** The Contract and the attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.
17. **AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this Contract.
18. **STANDARD OF CARE.** Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing under similar conditions.
19. **WAIVER OF LIEN.** Contractor understands and agrees that the services it will render to the Central Lyon County Fire Protection District are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.
20. **THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party, Superintendent, or to otherwise allow a third party to assert a cause of action against either Contractor or the Central Lyon County Fire Protection District.
21. **NOTICES.** All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To Central Lyon Fire: Central Lyon Fire
246 Dayton Valley Road,
Suite 106
Dayton, Nevada 89403
Telephone:(775)246-6209

To Contractor: _____

22. **Conflict of Interest.** By signing the Contract, Contractor agrees that any information obtained from the Central Lyon County Fire Protection District, in whatever form, will not be divulged to other competing interests without the permission of the Central Lyon Fire Business Manager / HR Director. In the event of a breach of this provision, the Central Lyon County Fire Protection District may immediately withdraw from the Contract without penalty or payment.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

Contractor

By: _____ (Date)

Printed Name: _____

Central Lyon County Fire Protection District

By: _____
Amber Law, Business Manager (Date)
Central Lyon County Fire Protection District

ATTEST:

By: _____
Ryan McIntosh, Assistant Fire Chief (Date)
Central Lyon County Fire Protection District

Appendix B – Professional Services Cost Proposal Form

The cost proposal should be submitted in a sealed envelope, or email, separate from the Contractor's technical proposal. Cost information must not be included in the technical proposal.

Name of Contractor: _____

Address: _____

City/State/Zip: _____

Contact Name: _____

Phone Number(s): _____

Email: _____

I, the undersigned, certify that I am duly authorized to represent the above-named Contractor and am empowered to submit this bid. In addition, I certify that I am authorized to contract with the Central Lyon County Fire Protection District on behalf of the above-named Contractor.

Signature Title Date

Name (print)

Appendix C - Schedule of Professional Fees and Expenses

	Hourly Rate	Costs
Partner		
Manager		
Supervisor		
Clerical		
Other		
Out of Pocket Expenses		
Other (specify)		
Subtotal		