



Written Response to Proposal Questions
for the
**HTNF's East Humboldt and Ruby Mountains Fuels Reduction and Landscape
Resilience Project - NEPA Services RFP**
Posting Time & Date: Friday February 2nd, 2024 12:00n

PROJECT UPDATE

The Scoping Period for this project was initiated on January 19, 2024. The latest publicly available information on the project can be found on the HTNF's Public Pinyon Box folder here:

<https://usfs-public.app.box.com/v/PinyonPublic/folder/230983544942>

GENERAL

Q.1: Based on the schedule in the RFP it looks as if the EA is to be completed in March and April?

A.1: Incorrect, the draft EA is proposed for some time in May per the timeline included in the RFP. The ultimate goal of the project is to have a Decision Notice that would result in the implementation of the project in September 2024, pending the NEPA process going smoothly.

Q.2: It sounds like the HTNF has a pretty aggressive schedule for this project. As far as reviews of the products from GBI and the HTNF, do you anticipate any delays because of people's schedules, fires, vacations, detail, etc?

A.2: GBI has been told that this is an "all-hands-on deck" priority for the HTNF. The HTNF is aware of the timeline they're proposing and what level of review would be required of them in order to meet their goals.

Q.3: RFP, Page 18 - The "Contract Deliverables and Timelines" table has a kick-off meeting January 15, 2024 and a completion date of September 2024. Text below this table shows an anticipated contract start date of March 1, 2024 and an end date of January 1, 2025 which would be more in line with a proposal due date of February 16, 2024. Could the "Contract Deliverables and Timelines" table be updated to reflect these later dates?

A.3: The project has already been started internally with GBI and the HTNF, hence the January start date prior to the RFP being posted. In the details of the RFP it outlines that the HTNF may initiate the scoping period, which they did on January 19, 2024, and complete the scoping process prior to a potentially selected Consultant joining the project. It is the expectation of GBI and the HTNF that any candidate Consultant would not be available to start until March 1, 2024 at the earliest. For clarity, September 2024 is the target date for completion of this EA whereas January 1, 2025 is listed as the end date of the contract as a contingency if there are unexpected project delays.

Q.4: The Forest Service (FS) typically requires at least a two-weeks for their reviews. What does GBI require?

A.4: Typically, we (GBI) work with contractors and look at deliverables prior to sending them to the FS. This takes maybe 3-4 days, or less. We're very diligent and speedy about our reviews as to not hold up the project timeline.

Q.5: RFP, Page 18 - The proposed schedule to complete the data gap analysis, resource specialist reports (data collection, if needed), coordination meetings, Administrative Draft EA, Preliminary EA / Public Review EA is March and April 2024. Is it feasible to complete a site visit (up to 3 days) during this time of year (access concerns and potential for bare ground) and prepare all required documentation for the EA in this two-month timeframe (assuming no data collection is required)?

A.5: Incorrect, the draft EA is proposed for some time in May per the timeline included in the RFP. The ultimate goal of the project is to have a Decision Notice that would result in the potential implementation of the project in September 2024, pending the NEPA process goes smoothly.

Please also note that site visits are optional and are designed to help the Consultant with general familiarity with the project area and benefit resource analysis. Access can vary widely that time of year so it would be up to the discretion of the Consultant to make the decision to utilize a site visit. Additionally, pairing a site visit with the in-person IDT Kickoff Meeting would be advised.

TASK 1: DATA GAP ANALYSIS

Q.6: RFP, Page 7 - States "The HTNF will determine applicable 1986 Humboldt-Toiyabe National Forest Land and Resource Management Plan (LRMP) and amendments, as well as any other applicable FS Region 4 guiding documentation, for compliance and development of project design features." Does this include the HTNF completing a Forest Plan Consistency Review?

A.6: The Consultant is expected to do a Forest Plan Consistency Review to double check all the HTNF provided guidelines and standards.

Q.7: RFP, Page 21 - The data gap fieldwork / survey (2. Cost Proposal, second bullet) requires completion of the Optional Data Gap Fieldwork / Survey Costs table. Without the data gap analysis completed, how are we supposed to know the number of field days or acres surveyed (or if even necessary) to bid this work?

A.7. There are no data gaps anticipated, however, if ones are discovered that are imperative to the NEPA, and could not be addressed post decision pre-implementation, then the Consultant may be selected to perform this work. Cost for supplemental work would best be addressed by cost per acre by a crew of a given number for each resource, as is outlined by the table provided in the RFP (Pages 22-23).

TASK 2: SPECIALIST REPORTS AND DATA COLLECTION (if needed)

Q.8: RFP, Pages 7 to 12 - The scope of work for each resource specialist report is quite general. Can more clarification be provided for the scope of work associated with each resource specialist? If not, can example resource reports be provided showing the expected level of detail?

A.8: These are standard supplemental NEPA reports. You can look at the HTNF's Public Pinyon Box folders for past project examples. Note, the HTNF will provide explicit examples/templates to the potentially selected Consultant for reporting including the EA.

Q.9: RFP, Page 12 - The list of potential site visits (Task 2.11: Site Visits) does not include cultural resources. Section 2.7 Cultural Resources states that it is a possibility, and it is included in the Submission Requirements 2. Cost Proposal. Please clarify.

A.9: It was determined by the HTNF that a site visit would not be necessary for this resource given the level of HTNF and GBI specialist involvement, as well as the amount of information that will be provided to the Consultant by the HTNF and GBI.

Q.10: Would it be feasible to do a tiered pricing estimate, i.e. 1-1,000 acres?

A.10: Yes, a tiered pricing system would be appropriate. GBI and the HTNF do not anticipate large data gaps so it is likely that a small range of acreage (e.g. 100-500 acres) would be appropriate.

Q.11: It seems like for each category you would like a range of different levels of effort?

A.11: The best approach would be to provide a cost per day for a crew of three or four that could then be used as a multiplier knowing how many acres that crew would need to cover. These are not perfect estimates, but for this RFP we have not been informed by the HTNF that these will be needed, and any additional work would be executed in a separate additional Task Order.

SUBMISSION REQUIREMENTS

Q.12: RFP, Page 21 - The RFP notes a 15-page limit for the entire Technical Proposal. Does this include resumes for IDT members or can those be included as an appendix in addition to the 15 pages?

A.12: All pages of the Technical Proposal are 8.5 x 11. The single page cover letter, a single cover page, a table of content (if provided), resumes and/or vitae of key staff as well as past performance information does not count towards the 15-page Technical Proposal page limit.

Q.13: RFP, Page 4 - The Overview states: "GBI desires to establish one contract with a single Consultant for all services requested in this RFP." Can the single Consultant utilize sub-Consultants to complete the work? If so, should they be included in our proposal?

A.13: Yes.

Q.14: Can GBI provide a sample contract and/or "terms and conditions"?

A.14: Yes, a draft of GBI's "Master Service Agreement for Professional Services Terms and Conditions" is attached to this addendum for reference only.

MASTER SERVICE AGREEMENT FOR PROFESSIONAL SERVICES TERMS AND CONDITIONS

This Master Services Agreement (the “MSA”) for professional services is entered into and effective as of this <<<XX>>>th day of <<<MONTH>>>, 20XX (the “Effective Date”), by and between THE GREAT BASIN INSTITUTE , a Nevada Nonprofit Corporation, with its principal place of business being located at 16750 Mount Rose Highway, Reno, Nevada 89511 (“CLIENT”) and <<<Subcontracted Firm Name>>> with its principal place of business being located at <<<Address, City, ST ZIP>>> (“CONSULTANT”).

RECITALS:

- A. Pursuant to a Supplemental Project Agreement (22-SA-11050300-008), dated as of May 16, 2022 (the “SPA”), under a Master Stewardship Agreement (21-SA-11052000-037) dated as of January 18, 2021, as modified (22-SA-11052000-037 Mod 01) dated as of August 23, 2022, the United States Department of Agriculture Forest Service (the “Forest Service”) authorized CLIENT to conduct a National Environmental Policy Act (“NEPA”) document in the Placerville, Pacific, and Amador Ranger Districts of the Eldorado National Forest (“ENF”) in the State of California, Pacific Southwest Region, Region 5 of the Forest Service.
- B. Pursuant to the Supplemental Project Agreement and the Master Stewardship Agreement, the Forest Service staff and CLIENT developed and issued a proposal solicitation request entitled, “Request for Proposals to Provide National Environmental Policy Act Services: Eldorado National Forest, Caldor Fire Restoration Project” (the “RFP”), dated September 26, 2022, for a project entitled, Caldor Fire Restoration Project (the “Project”), under which qualified consultants were sought to provide comprehensive NEPA environmental planning services for its stewardship initiatives.
- C. CLIENT evaluated the proposals received based upon relevant factors and standards set forth in CLIENT’s Procurement Policy in effect from time to time and found that CONSULTANT qualified to provide the necessary services for the implementation of the Project.
- D. CLIENT posted a Notice of Intent to Award on <<<Award Date>>>, and thereby desires to award the Project to CONSULTANT under the terms and conditions contained herein.

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

Section 1. SERVICES TO BE PERFORMED – TASK ORDERS

CONSULTANT shall provide consulting services to CLIENT as more specifically authorized in Task Orders to be attached to and made a part of this MSA. Each Task Order shall be sequentially numbered and shall contain information such as:

- a. Project Name and a description of the scope of work;

- b. Period of performance of the Task Order;
- c. Total dollar value of the Task Order;
- d. Type of contract;
- e. Payment terms including applicable rates if different than the terms herein;
- f. Any other terms and conditions applicable to that particular Task Order.

Each Task Order shall be dated and signed by both parties and shall be governed by the terms of this MSA.

Section 2. LICENSING AND PERMITTING

At the time of performance, CONSULTANT shall be properly licensed, equipped, organized, and financed to perform the work.

CONSULTANT is solely responsible for obtaining all governmental licenses, permits, and approvals required of or deemed necessary or appropriate by CLIENT and the Forest Service in order to perform CONSULTANT's work under this MSA.

Section 3. COORDINATION WITH CLIENT

All work by CONSULTANT under this MSA shall be assigned by, coordinated with, and submitted to CLIENT's representative, or authorized designee. CONSULTANT agrees that all communications during the performance of the work shall be directly with CLIENT's authorized representative or authorized designee, and not with any other third party, unless authorized by CLIENT.

The work shall be performed and conducted in a manner that is consistent with the level of care and skill exercised by reasonably prudent consultants in the industry. Any use or variation of the word "defect" in this MSA shall be interpreted to mean CONSULTANT's failure to meet the standard in the preceding sentence. Any use or variation of the word "defect" in all its forms, including but not limited to "defects," "defective," and "defectiveness," shall be deemed to encompass the full range of its grammatical variations and meanings, including singular and plural forms, as well as any other grammatical derivations or synonyms thereof. Any reference to "defect" or its variations in this MSA shall be construed accordingly. Such standard of care is not a warranty or guarantee and CONSULTANT shall have no such obligation. Accordingly, CLIENT should prepare and plan for clarifications and modifications which may impact both the cost and schedule of the work. CLIENT acknowledges that addressing agency or CLIENT comments is not necessarily correcting defective work.

CLIENT shall promptly report to CONSULTANT any defects or suspected defects in CONSULTANT's work of which CLIENT becomes aware, so that CONSULTANT may take measures to minimize the consequences of such a defect.

CONSULTANT shall ensure that all persons who perform the work shall be professionally competent and properly qualified.

CONSULTANT shall exercise due and reasonable professional care comply with applicable laws, ordinances, rules, regulations, and orders of any public authority applicable to the work and its performance. It is understood, however, that various codes and regulations are subject to varying and sometimes contradictory interpretation. CONSULTANT shall exercise its professional skill and care consistent with, and limited to, the generally accepted standard of care to provide its work that complies with such regulations and codes.

Section 4. ADDITIONAL WORK

CLIENT may award other contracts for additional work and CONSULTANT shall fully cooperate with such other contractors and carefully fit its own work to that provided under the other contracts, as may be directed by CLIENT. CONSULTANT shall not commit or permit any act that will unreasonably interfere with the performance of work by another.

Section 5. TERM

This MSA shall remain in force from the date on which both parties have signed this MSA (the “Effective Date”) until the work is completed according to each specific Task Order unless sooner terminated in accordance with Sections 13 or 14, or unless changed by mutual written agreement of the parties.

Section 6. INDEPENDENT CONTRACTOR

The relationship of the parties established by this MSA is that of independent contractors, and nothing contained in this MSA shall be construed to (a) give any Party the power to direct or control the day-to-day activities of another, (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or (c) allow any party to create or assume any obligation on behalf of another party for any purpose whatsoever.

Section 7. INVOICING AND PAYMENT

7.1 Direct Labor

CLIENT shall pay CONSULTANT for services rendered under this MSA on a time-and- materials and not-to-exceed basis, as agreed to in each Task Order. The fixed hourly rates shall provide full compensation to CONSULTANT for direct salaries, profit, and wages and payroll burden.

CONSULTANT shall advise CLIENT as soon as possible if task costs will be exceeded. CLIENT is only obligated to reimburse CONSULTANT for the performance of work authorized in writing by CLIENT for the amounts specified in the Task Order and any Change Orders, and as invoiced by CONSULTANT. CLIENT shall pay CONSULTANT in accordance with the Scope and Budget of the Task Order for the satisfactory performance of CONSULTANT’s obligations under this MSA.

7.2 Other Direct Costs

CLIENT shall reimburse CONSULTANT the actual cost, plus 10 percent administrative fee, on all direct costs incurred by CONSULTANT reflected in each Task Order.

7.3 Invoicing

CONSULTANT shall submit invoices (with appropriate detail support the time-and- materials billing) on or before the 15th of each month for services performed during the previous month. If the 15th of a particular month falls on a weekend or holiday, invoices are due on the first normal workday before the 15th. CLIENT shall promptly process all invoices received from CONSULTANT and remit payment for the undisputed portion of each properly completed invoice within (30) days after receipt of invoice. Invoices are submitted by email. The CLIENT and CONSULTANT will have diligently collaborated to resolve invoicing disputes when they have taken the following steps: CLIENT will return disputed invoice with specific requested clarifications and/or revisions within 5 days of receipt. Upon completion of requested clarifications and/or revision CONSULTANT may resubmit the invoice for prompt processing if undisputed. These steps will be repeated as necessary until the dispute is resolved.

Additional invoicing instructions and compensation will be set forth in the individual Task Order(s).

7.4 Liens

CONSULTANT agrees not to suffer or permit any lien on any mechanic or materialman to be placed or filed against CLIENT, the Forest Service, or the Project. In case any such lien shall be filed, CONSULTANT shall immediately satisfy and release such lien of record. If CONSULTANT shall fail to have such lien satisfied, released of record, or bonded within around thirty (30) days after its filing, CLIENT may, on behalf of CONSULTANT, without being responsible for making any investigation as to the validity of such lien and without limiting or affecting any other remedies CLIENT may have, pay the same and CONSULTANT shall pay CLIENT on demand the amount so paid by CLIENT.

Section 8. INDEMNITY

CONSULTANT agrees to indemnify and hold CLIENT harmless from all claims for bodily injury or property damage that occurred or is alleged to have occurred (other than the work itself and other property insured under Section 9), violations of any safety regulations, any allegation that materials or services developed, provided, or used for this MSA infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual property or proprietary right of any third party, failure to perform the Services in accordance with this MSA, and any liens, bonds, encumbrances, claims, losses, suits, damages (legal or otherwise), that may arise in whole or part from CONSULTANT's negligent performance under this MSA, to the extent the damage is caused by CONSULTANT, its agents, employees, subcontractors, or vendors of any tier. CONSULTANT shall be liable to CLIENT for all claims that may arise from CONSULTANT's performance pursuant to this MSA and shall indemnify and hold harmless CLIENT for any claim matter that arises from CONSULTANT's alleged breach of contract with CLIENT. CONSULTANT further agrees to defend any and all such actions, suits, or claims, and pay all charges of attorneys, fees, and all other costs and expenses of defenses as they are incurred. If any judgement is rendered or settlement reached against CLIENT or the Forest Service, CONSULTANT shall, at its expense, satisfy and discharge the same. This Section 8 shall survive termination or expiration of the MSA.

Section 9. INSURANCE

CONSULTANT shall provide proof of a policy of insurance satisfactory to CLIENT and documentation evidencing that CONSULTANT maintains insurance that meets the following requirements.

- A. Full Workers' Compensation and Employer's Liability Insurance covering all employees of CONSULTANT as required by law in the State of California.
- B. A commercial general liability policy providing bodily injury coverage, including death and property damage, for \$1,000,000.00 coverage as to each occurrence and \$2,000,000.00 aggregate.
- C. Automobile Liability Insurance of not less than Five Hundred Thousand (\$500,000) is required in the event motor vehicles are used by CONSULTANT in performance of this MSA.
- D. A Professional Liability policy with a coverage limit of \$1,000,000.00
- E. Proof of coverage satisfactory to CLIENT as evidence that the insurance required herein is being maintained shall be provided. The insurance will be issued by an insurance company acceptable to CLIENT, or be provided through partial or total self-insurance likewise acceptable to CLIENT.
- F. CONSULTANT agrees that the insurance required herein shall be in effect at all times during the term of this MSA. In the event said insurance coverage expires at any time or times during the term of this Agreement, CONSULTANT agrees to provide at least thirty (30) days prior to said expiration date, a new Certificate of Insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year.
- G. Failure of CONSULTANT to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the Certificate of Insurance must include the following provisions stating that:
 - a. The insurance required herein shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to CLIENT; and
 - b. CLIENT, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this MSA are concerned. This provision shall apply to all liability policies except Workers' Compensation, automobile and professional liability insurance policies. Proof that CLIENT is named additional insured shall be made by providing CLIENT with a certificate of insurance, or other acceptable evidence, or an endorsement to insurance policy naming CLIENT as additional insured.

Section 10. WARRANTY

CONSULTANT represents and warrants that it is experienced and knowledgeable in the business of providing consulting services relating to the services referenced in the Scope of Work. The services CONSULTANT provides and any professional opinions, advice and recommendations it renders under this MSA shall conform to the standards of care, skill, and diligence normally observed by similar professionals in the provision of similar services as of the time CONSULTANT provides such services.

Section 11. CONFIDENTIALITY

During the term of the MSA, the parties agree not to use or disclose to any third party any information or materials provided to either of them which is of a confidential, proprietary, or trade secret nature, and so identified as such, unless such information or materials are in the public domain through no fault of the parties.

CONSULTANT agrees to maintain in confidence and not disclose to any person or entity, without CLIENT's prior written consent, any trade secret or confidential information, knowledge, or data relating to the products, process, or operation of CLIENT. CONSULTANT further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by CONSULTANT during the term of this MSA. The covenants contained in this paragraph shall survive the termination of this MSA for whatever cause.

Section 12. WORK PRODUCT AND INTELLECTUAL PROPERTY

CONSULTANT agrees that all legal interest and title to data, documents, photographs, drawings, analyses, graphs, reports, physical property, or other subject matter prepared, procured, or produced in the rendition of the services shall vest in CLIENT upon completion of the work and payment in full of all monies due to CONSULTANT. At CLIENT's request, CONSULTANT agrees to execute any assignment required for the providing of such title to CLIENT. In consideration thereof, CLIENT agrees to indemnify and hold CONSULTANT harmless from any loss or liability resulting from CLIENT's negligent use of its professional work product. CONSULTANT may retain a copy of CONSULTANT's work products. CLIENT acknowledges that CONSULTANT's Instruments of Service may be stored and delivered to CLIENT and others in electronic files ("Data"), and that anomalies and errors can be introduced into the Data when it is transferred or used in conjunction with incompatible computer equipment or software. CONSULTANT reserves the right to retain an archival paper or electronic copy of the Data delivered to CLIENT.

Notwithstanding the foregoing, CONSULTANT may keep one copy of its Instruments of Service that CONSULTANT used or relied on in providing professional services under this MSA. CLIENT acknowledges that ownership of, and any copyrights to, CONSULTANT's and CONSULTANT's sub-consultants pre-existing standard details and specifications shall remain with their respective owners and CLIENT shall not acquire any rights in any such pre-existing standard details.

Section 13. TERMINATION FOR DEFAULT

Except as otherwise provided in this MSA, both parties individually reserve the right to terminate the Contract in the event of material default by the other party, provided that the terminating party shall first give the defaulting party written notice of such default determination and such condition continues without remedied for thirty (30) days after written notice of such default is given by the terminating party. In the event this MSA is terminated for default of CONSULTANT and if CLIENT has the work re-performed, completed or corrected, CONSULTANT's total liability under this MSA to CLIENT will be limited to the costs of such re-performance, completion of correction of performance or the dollar value of this MSA, whichever is less. CONSULTANT shall not be responsible for delays due to causes beyond CONSULTANT's reasonable control.

Section 14. TERMINATION FOR CONVENIENCE

Notwithstanding any other provision in this MSA, CLIENT may terminate this MSA for its convenience prior to the completion of the Work upon five (5) days' written notice to the other party, or immediately upon delivery of written notice to the other party. In full discharge of any obligations to CONSULTANT in respect to this MSA and such termination, CLIENT shall pay CONSULTANT for all fees and costs incurred prior to the date of termination in connection with deliverables actually received by CLIENT and ongoing work authorized by CLIENT.

If during the course of the work issues are identified which appear to be critical to verification approval, CLIENT will be notified within one business day. At that time, CLIENT may request to place the project on "hold" for up to 60 days. CLIENT may terminate this MSA at any time. CLIENT shall reimburse CONSULTANT for any services provided and any costs incurred in accordance with this MSA up until date of termination not yet paid for by CLIENT, and CONSULTANT shall reimburse CLIENT for any services paid for by CLIENT but not yet provided.

Section 15. CONSEQUENTIAL DAMAGES

Neither party shall be liable to the other party for any incidental, indirect, special or consequential damages (including but not limited to damages for loss of use, power, business good will, revenue or profit, nor for increased expenses, or business interruption) arising out of or related to the performance or non-performance of this MSA.

Section 16. THIRD PARTY RELIANCE

This MSA is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity

The Work to be performed under this MSA is solely for the benefit of CLIENT. Nothing in this MSA, whether express or implied, is intended to confer any rights or remedies under or by reason of this MSA upon third persons, nor shall any provisions give any third persons any right of subrogation or action against CONSULTANT.

Section 17. WORK ON CLIENT'S OR FOREST SERVICE'S PREMISES

When performing services on premises owned or controlled by CLIENT or by the Forest Service, CONSULTANT shall comply with CLIENT's or Forest Service's safety procedures, provided that CONSULTANT has notice of the procedures including notice provided by the posting of these procedures in working areas. Upon notice, CONSULTANT shall be responsible for informing CONSULTANT's subcontractors, agents and employees of these safety procedures.

Section 18. COMPLIANCE WITH LAW, HEALTH & SAFETY

In performing services under this MSA, CONSULTANT shall at all times comply with all applicable governmental laws, statutes, ordinances, rules, regulations, orders, permits and other requirements, including, without limitation, such governmental requirements applicable to environmental protection, wages, hours, equal employment opportunity, nondiscrimination, health, safety, and working

conditions. CONSULTANT understands and acknowledges that CLIENT is relying on CONSULTANT's fulfillment of its obligations under this Section 18. In the event that CLIENT's cooperation is necessary to achieve such compliance, CONSULTANT shall notify CLIENT promptly.

18.1 Texting While Driving

In accordance with Executive Order ("EO") 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a government-owned vehicle ("GOV") or driving a privately-owned vehicle ("POV") while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. CONSULTANT hereby agrees to adopt and enforce policies for itself, its employees, subcontractors, agents, and affiliates that ban text messaging when driving CONSULTANT owned, leased, or rented vehicles, or POVs or GOVs when driving while performing any work pursuant to this MSA.

18.2 Smoking

Smoking shall not be permitted during fire season, except in a barren area or in an area cleared to mineral soil at least three feet (3') in diameter. In areas closed to smoking, CLIENT, at the direction of the Forest Service, may approve special areas to be used for smoking. CONSULTANT shall sign designated smoking areas. CONSULTANT shall post signs regarding smoking and fire rules in conspicuous places for all employees to see. CONSULTANT supervisory personnel shall require compliance with these rules. Under no circumstances shall smoking be permitted during fire season while employees are operating light or heavy equipment or walking or working in grass and woodlands.

Section 19. ASSIGNMENT

CONSULTANT shall not assign, transfer, or otherwise dispose of any of its rights, duties, or obligations under this MSA. CLIENT may not assign its rights, interests, or obligations under this MSA without the prior written consent of the Forest Service.

19.1 Successors and Assigns

Except as otherwise provided herein, the terms and conditions of this MSA shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this MSA, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of this MSA, except as expressly provided in this MSA.

Section 20. SUBCONTRACTING LIMITATION

All subcontracts entered into by CONSULTANT in relation to this MSA shall be subject to the provisions contained in this contract between CLIENT and CONSULTANT. CONSULTANT shall only subcontract for work in excess of the amounts shown within Attachments with written permission from CLIENT.

CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this MSA without the prior written approval of CLIENT.

Section 21. CONFLICT OF INTEREST OF CONSULTANT

CONSULTANT hereby covenants that at the time of the execution of this MSA, no interest, and that he or she shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this MSA. CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

Section 22. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this MSA, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 23. SEVERABILITY AND INTERPRETATION

If any provision of this MSA is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MSA nevertheless will continue in full force and effect without being impaired or invalidated in anyway.

Failure of either party to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any provision. Further, any action or inaction by CLIENT or the failure of CLIENT on any occasion to enforce any right or provision of the Contract, shall not be construed to be a waiver by CLIENT of its rights and shall not prevent CLIENT from enforcing such provision or right on any future occasion. Rights and remedies are cumulative and are in addition to any other rights or remedies that CLIENT may have at law or in equity.

Section 24. JURISDICTION

Governing Law, Jurisdiction, and Venue. This MSA is governed by and interpreted and enforced under the laws of the United States, and to the extent it does not contradict federal law, the law of the state of Nevada. The parties agree that, except as specified below, the exclusive jurisdiction and venue for any dispute regarding interpretation or enforcement of this MSA and the Contract Documents arising between and among the parties under this MSA will be the state or federal court located in Washoe County, in the state of Nevada, and the parties hereby consent to such courts being the sole and exclusive subject matter jurisdiction within the state of Nevada. EACH PARTY CONSENTS TO THE EXERCISE OF JURISDICTION OF THE COURT IN THE EXCLUSIVE FORUM STATED IN THIS MSA AND WAIVES ANY OBJECTION TO PERSONAL JURISDICTION, IMPROPER VENUE, OR FORUM NON CONVENIENS, AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT.

Section 25. ENTIRE AGREEMENT

This MSA, together with the exhibits attached hereto, and the Task Orders specified in Section 1, contains the entire understanding of the parties, and there are no further or other agreements or

understandings, written or oral, in effect between the parties relating to the subject matter hereof, except as expressly referred to herein.

Section 26. MODIFICATION AND WAIVER

No addition to or modification or waiver of any provisions of this MSA shall be binding on either party unless made in writing and executed by an authorized representative of CONSULTANT and an authorized representative of CLIENT. The waiver of any provision of this MSA by either party to this MSA shall not be construed as a waiver of (i) any claims arising from a subsequent breach of that or any other provision of this MSA, or (ii) any other provision of this MSA. The failure of either party to this MSA to object to, or to take affirmative action with respect to, any conduct of the other party shall not be construed as a waiver of that party's objection to such conduct, or as a waiver of any claim arising from a future breach or subsequent wrongful conduct.

Section 27. NOTICES

All notices, requests, consents, and other communications which are required or permitted hereunder shall be in writing and shall be delivered personally, sent by facsimile transmission, or mailed via certified or registered mail (postage prepaid, return-receipt requested. in which case it shall be deemed given three (3) business days after mailing) to the following:

CONSULTANT:

<<<Subcontracted Firm Name>>>
Attn: XXX
<<<ADDRESS>>>
<<<CITY>>>, <<<ST>>> <<<ZIP>>>
(XXX) XXX-XXXX

CLIENT:

GREAT BASIN INSTITUTE
Attn: Peter Woodruff
16750 Mount Rose Highway
Reno, NV 89511

The parties understand and agree to all of the provisions of this MAS and have executed this MSA effective as of the latest date set forth below.

<<<Subcontracted Firm Name>>>
<<<NAME IN PRINT>>>
<<<TILE>>>

SIGNATURE: _____ DATE _____

Great Basin Institute
Peter Woodruff
Chief Executive Officer

SIGNATURE: _____ DATE: December 6, 2022

DRAFT