State of Nevada
Department of Agriculture

Administration

405 S. 21st Street
Sparks, Nevada 89431

Joe Lombardo
Governor

Julian Goicoechea
Director

SOLICITATION FOR NATIVE SEED GROWING

The State of Nevada, Department of Agriculture is seeking proposals from qualified vendors to provide native seed growing services as described in the scope of work and attachments.

The State intends to award up to six (6) contracts in conjunction with this solicitation, as determined in the best interests of the State. The Department of Agriculture shall administer contract(s) resulting from this solicitation. The resulting contract(s) are expected to be for a contract term of four years, subject to Board of Examiner's approval.

AGENCY BACKGROUND

Wildland fire is an unplanned disturbance that motivates many of the rehabilitation and restoration projects across the Intermountain West. For many plant communities in the region, the question is not whether they will burn, but when, and what type of management may be needed to maintain desired successional trajectories. Sagebrush steppe shrubland, the predominant vegetation type in the western Great Basin Desert, is made up of plant communities that are vulnerable and maladapted to increased frequency and intensity of wildfire. Over 40% of the sagebrush steppe has significant cover of invasive annual grasses, such as cheatgrass and medusahead, which drive fire cycles and outcompete native vegetation under higher disturbance regimes. Once covering more than 372,823 square miles, 60-90% of the sagebrush steppe has been lost, fragmented, or degraded, making it among the most threatened ecosystems in North America (Noss et al. 1995; Knick et al. 2003). Greater sage-grouse (*Centrocercus urophasianus*) is one examples, among many, of sagebrush obligate species that are declining due to a loss and conversion of habitat.

We are living in an era of ambitious rehabilitation and restoration goals set forth by initiatives such as the America the Beautiful Challenge and the United Nations Decade on Ecosystem Restoration (2021-2030). Despite these great efforts and funding influxes, we do not have the necessary native seeds and plant materials readily available to rehabilitate and restore ecosystems. For example, an estimated 74% of native plant species needed for rehabilitation and restoration in the United States are unavailable commercially (PCA 2021). Locally adapted native plant materials play a critical role in fire restoration efforts across the Great Basin Desert, but they are often excluded from seed mixes due to limited quantities, lack of seed sources, and high costs. Practitioners are often forced to fall back on using non-native species, seed mixes that lack biodiversity, or native species that are not adapted to local climates. As a result, rehabilitated ecosystems in the Great Basin lack genetic and species diversity and are at a greater risk for losing resilience in the face of climate change and other disturbances (NASEM 2020; Nef et al. 2021; NASEM 2023).

The U.S. Fish and Wildlife Service (FWS), in cooperation with the Bureau of Land Management (BLM), National Park Service (NPS), U.S. Forest Service (USFS), partners within the Nevada

Native Seed Partnership (NNSP), and Utah Department of Natural Resources' Great Basin Network (GBRC) is proposing to directly address this gap in part by producing 145,000 lbs. of new native seed and plant materials and creating production guidelines for 10 new forb species. Further, this work supports the National Seed Strategy (PCA 2015) and addresses the recent National Academy of Science, Engineering, and Medicine (NASEM) report on Seed Needs recommendations, ultimately benefitting landscape-scale restoration and rehabilitation projects. FWS's proposal aims to enhance the availability of genetically diverse, locally sourced seed for large-scale, post-wildfire rehabilitation and restoration. This effort will provide a wide variety of benefits across the entire Great Basin Desert, including enhancing Greater sage-grouse habitat, providing valuable forage for all wildlife, improving pollinator habitat, and restoring fire-damaged landscapes, and contributing to long-term landscape health and resilience in the face of climate change. This comprehensive approach to native plant materials development showcases innovation, collaboration, and a commitment to restoring and sustaining landscapes impacted by wildfire.

GOALS AND OBJECTIVES

This project is a subset of a larger, partnership-driven project that aims to target 4 main objectives:

A) Native seed collection;
B) Native seed cleaning and storage;
C) Native seed production; and
D) Creation of a native seed equipment network.

This particular project addresses one primary objective: enhancing native seed production in Nevada. We intend to achieve this through both a physical increase in the total supply of a diverse cache of native species and increasing the technical knowledge and experience of growing native species for Nevada-based producers. The achievement of this objective is entirely reliant upon the ability of local landowners and agricultural producers to plant seed stock that will enable restoration practitioners to have access to desirable, locally adapted species for re-seeding projects. Project managers will be tasked with the goal of obtaining the appropriate starter seed and providing those species to eligible producers for increase, while simultaneously selecting seed that is genetically appropriate for replanting within the Great Basin region. Eligible producers will be provided with technical support and the best possible plant materials throughout the project period. It is the intent of this project to fund production efforts for increase by way of state contracting and to obtain an increase in materials used for public restoration projects statewide. Seed yields from increase efforts will be re-admitted to the funding agency and ultimately will be re-allocated to federal and state agencies for use on restoration projects throughout the Great Basin. Funding for production will vary based upon species selected and is limited to 3 overarching categories: 1) $4,000.00/acre, 2) $5,000.00/acre, 3) $6,000.00/acre. The attached Cost Schedule provides more information regarding qualifying species and funding allowance.

SCOPE OF WORK

Inter-annual variability in demand for native seeds and geographic variation in seed use creates market uncertainty for growers and producers. The Nevada Department of Agriculture (NDA) is

seeking to develop a local restoration economy in Nevada. This work is made possible by the connections the NDA, as part of the NNSP, has made while developing Nevada's first Foundation Seed Program (FSP) based in Sparks, Nevada (39.53079, -119.77258). The FSP was established in 2022 to support smaller producers in Nevada with a desire to diversify their traditional crops and incorporate wildland-collected, native seed into their production cycle. The FSP is able to provide high quality, genetically appropriate native seeds to prospective growers who do not have the capacity and resources to independently research, scout, collect, and clean wildland-collected native seed.

Nevada growers will be provided native seed through the Nevada FSP to support continuing or entry into the native seed market. Producers will be financially compensated for increasing the total amount of seed provided. The total amount of funding available to support this initiative is $316,445.00. Proposals will be accepted and reviewed for eligibility, after which each selected producer will be compensated based on pre-scheduled rates based on a selected species' production difficulty rating.

- Objective: the NDA seeks to promote the restoration seed economy in Nevada by stabilizing the annual variability in demand for seed by contracting grow-outs at a pre-determined price.
    - Tasks:
        1) Identify which species are most in demand by restoration managers with a preference for seed zones that most closely align with restoration goals.
        2) Select applicants that display the most amount of knowledge about the species they are applying to receive.
        3) Provide technical support to producers to set them up for the greatest chance of success.
        4) Perform periodic inspections to ensure compliance with best management practices and to correct any issues that may arise.
        5) Award multiple contracts to support production of desirable seed for restoration. Same species can be awarded to the selected applicants, depending upon need and the demand for a particular species.
- Activities:
    - Hold strategy meetings with restoration managers to reach a better understanding of what their needs are and select the most appropriate starter seed to satisfy those needs.
    - Given that many of our applicants will not have direct experience producing the species that we are looking for, applicants must provide evidence of theoretical knowledge to ensure that our resources have the best chance of success.
    - Keeping a frequent line of communication to producers awarded with contracts is key to ensuring success. This serves the dual purpose of providing valuable experience to producers as well as making sure that our investment has the best chance of success.
    - Performing periodic inspections will ensure that the awardee is adhering to our defined expectations, is compliant with applicable regulations, and is also necessary to qualify the seed for "Source ID" certification.
- Deliverables:

- All harvested portions of clean seed will be re-distributed to the funding agency for restoration use.
- Producers will be required to submit a production log monthly during the growing season that details activities performed and logging progress of crops.
- Regular inspections by the NDA will be required during the growing season to ensure best management practices are being applied and reports must be submitted detailing the progress of crops.
- Producer will provide any harvested seed to the Department during the 4-year period of the contract and anything produced from the relevant fields after the contract period is theirs to sell as they see fit.

PROJECT SPECIFIC TERMS AND CONDITIONS

The Department agrees to:

- Assist Cooperator(s) in converting acres to native seed production by providing the agreed-upon amount of starter seeds for the designated species. The amount of seed provided by the Department will be agreed upon between the Department and the Cooperator(s) within the Department's means based on the acreage to be converted, the species to be produced, and best practices in the scientific literature for growing those species for seed production.
- Make the best effort to acquire the agreed upon amount of starter seed for the designated species. Signatories to this agreement understand and agree that market conditions could negatively affect the availability of starter seed. Should starter seed be unavailable due to market conditions (price or availability), the Department would not be held liable for such conditions. This agreement can be amended after approval between both the Department and the Cooperator(s).
- If a desired species is not available, the Department reserves the right to substitute with a comparable species. In the event that this happens, any active contract will be amended to reflect the new species substitution.
- Deliver seed to the Cooperator(s) in a timely manner so planting occurs at an appropriate time.
- Payment for the awarded contract services will be made in two installments. The first being 80% of the agreed upon amount immediately after contract establishment. The second being the final 20% after the completion of this contract.

The Cooperator(s) agree(s) to the following provisions:

- To sow the seeds provided by the Department and maintain plants upon germination to be consistent with best practices, and to produce, harvest, and clean a seed crop that meets federal and state weed quality standards and has an acceptable Pure Live Seed (PLS) content based on purity (cleanliness) and viability of the crop. PLS acceptance will be determined on a case-by-case basis, depending on which species is selected.
- Cooperator(s) must make arrangements to receive awarded seed within two weeks of being notified of acceptance into the Foundation Seed Program. Failure to do so will result in forfeiture of awarded seed unless the Cooperator receives prior approval from the Department.

- The Cooperator(s) will allow the Department to access the premises where the seed provided to the Cooperator(s) under this agreement is being produced for the purposes of inspection on a minimum of 48 hours' notice. Department access will only be required as long as the agreement is active between the Department and Cooperator(s).
- Cooperator(s) must have the seed lot certified to the appropriate level of eligibility. The producer should adhere to the Department's inspection criteria and shall coordinate with inspectors for scheduling of certification inspections. The costs associated with certification are listed on the NDA Seed Program webpage.
    - Each seed lot will be evaluated and assessed to determine the best mode of action for certified designations. These will be evaluated on a case-by-case basis and representatives of the Department will be responsible for informing awardees regarding certification standards and requirements.
- Cooperator(s) will agree to maintain a minimum designation of "Source Identified" class seed according to the guidelines set forth by the Association of Official Seed Certifying Agencies (AOSCA) and the state of Nevada for the duration of the agreement between the Department and the Cooperator(s).
- Cooperator(s) agree(s) to complete a "Production Methods Record Form" and maintain accurate record keeping related to the production of each species as well as participate in an exit interview in which a representative of the Department may freely ask the Cooperator(s) any questions related to production of the agreed-upon seed. The "Production Methods Record Form" (attached for reference) will be due to the Department 15 days after cleaning/conditioning of the harvested lot occurs. Production practices will demonstrate due diligence in growing a successful crop. Though the Department recognizes production challenges may occur that can impact crop yields, if negligence is evident, the entity may be deemed ineligible for future participation in the program and have any unplanted seed provided through this agreement revoked.
- Cooperator(s) agree(s) to adhere to applicable state and federal laws governing seed commerce and all seed offered for sale must maintain compliance with regulations under the Federal Seed Act (7 CFR Part 201), and Nevada state seed law (NRS 587.015-123, NAC 587.010-220).
- Cooperator(s) and growing site must comply with all county/city ordinances.
- Cooperator(s) must have appropriate water rights for the intended use at the site location.
- Cooperator(s) must be the legal landowner ***or*** have a notarized statement from the landowner that gives authorization of native seed cultivation on the parcel and allows Department staff access to the property for inspections.
- Cooperator(s) must perform noxious weed control in accordance with NRS 555.
- Cooperator(s) must be Nevada residents.
- The majority of the growing area must reside within Nevada.

HOW TO RESPOND TO THIS SOLICITATION

Your response should address, at a minimum, the following:

- Previous experience growing comparable crops and/or applicable theoretical knowledge about the species in the Cost Schedule

- Response to Cost Schedule outlining desired species and acreage available
- Completed Native Seed Grow-Out Application (included in the attachments here)
- Contact person and telephone number
- Water rights permit for the intended growing area

Attached to this request are the following:

- AA: The Cost Schedule.
- BB: The Nevada Native Seed Grow-Out Application, to be returned to the Department as part of your response to this solicitation. This application is available as both a PDF file and a Word document file.
- CC: The State's Standard Contract for Services of an Independent Contractor form for your review.
- DD: The State's Insurance Schedule, which outlines the insurance limits that contracted vendors will be expected to maintain for the life of the contract.
- EE: The Production Methods Record Form, for reference.

Questions regarding this solicitation should be sent to ndacontracts@agri.nv.gov.

Please provide your emailed proposal no later than August 28, 2026 at 5:00 PST to ndacontracts@agri.nv.gov. Should you have any questions please do not hesitate to contact us.

RFP Grow-Out: Species Production Cost Schedule

Division of Plant Health and Compliance

Nevada Department of Agriculture

Total Amount of Available Funds Under Contract: $316,445.00

($4,000/acre)	($5,000/acre)		($6,000/acre)
Grass	Grass	Forb	Forb
Bluebunch Wheatgrass (*Pseudoroegneria spicata*)	Indian Ricegrass (*Achnatherum hymendoides*)	Globemallow (*Sphaeralcea ambigua*)	Tapertip Hawksbeard (*Crepis acuminata*)
Squirreltail (*Elymus elymoides*)		Hoary Tansyaster (*Machaeranthera canescens*)	Arrowleaf Balsamroot (*Balsamorhiza sagittata*)
Sandberg Bluegrass (*Poa secunda*)		Douglas' Dustymaiden (*Chaenactis douglasii*)	

**If a desired species is not available, the Department reserves the right to substitute with a comparable species. In the event that this happens, any active contract will be amended to reflect the new species substitution.*

Nevada Department of Agriculture

Contracted Grow-Out Program: Application form
Division of Plant Health and Compliance

Before beginning your application, please read through the entire Request for Applications.

Applicant details

- Name: _____
- Business name: _____
- Contact person: _____
- Phone number: _____
- Mailing address: _____
- Email address*: _____
  **NOTICE: The Nevada Department of Agriculture (NDA) requires an email address for business communications and notice of important industry updates. By providing your email address, you agree to receive communications from the NDA.*
  ☐*Select here if you do NOT want to receive industry updates and notice of items that could impact your business.*
- Do you have experience growing native seed? If so, please explain:_____
  _____
  _____
  _____
  _____

Field site details

- Acreage of project: _____
- Parcel #: _____
- Lat/Long: _____
- Physical address: _____
- Land ownership: _____
- Water rights permit # (if applicable): _____

*Please describe location and features, and **provide a map** to detail the field area, including access details.*

_____
_____
_____
_____

Species Details

- Species and amount (acres) desired:

  _____

  (Please reference the NDA seed species production cost schedule for a list of eligible species.)

Example timeline

Every application must be accompanied by a timeline that outlines all production activities for the entire duration of the contract. Below is an example of what the NDA is looking for. **Note that each species should have its own timeline and the information therein should be specific to that species.**

Fall – Planting	**Spring – Growing Season 1**	**Summer – Growing Season 1**
• Acid wash seed to scarify seed coating • Plant at depth of 1” • Row spacing at 24” • Rate of 8 lbs. PLS per acre	• Apply Bromoxynil as needed to control weeds • Apply insecticides as needed • Mechanical weeding measures as needed • Irrigation as needed, not to exceed 14” of water per acre • Fertilize as needed, approximately 80 pounds of nitrogen per acre	• Apply Bromoxynil as needed to control weeds • Apply insecticides as needed • Mechanical weeding measures as needed • Irrigation as needed, not to exceed 14” of water per acre • Fertilize as needed, approximately 80 pounds of nitrogen per acre •
Fall – Growing Season 1	**Spring – Growing Season 2**	**Summer – Harvest**
• Apply Bromoxynil as needed to control weeds • Apply insecticides as needed • Mechanical weeding measures as needed • Irrigation as needed, not to exceed 14” of water per acre • Fertilize as needed, approximately 80 pounds of nitrogen per acre	• Apply Bromoxynil as needed to control weeds • Apply insecticides as needed • Mechanical weeding measures as needed • Irrigation as needed, not to exceed 14” of water per acre • Fertilize as needed, approximately 80 pounds of nitrogen per acre	• Harvest via windrowing approximately mid-July • Allow swath to cure for 5-7 days then re-thrash • Dry seed immediately after combining until moisture content reaches 12% • Clean seed using an air/screen machine

Policy/Procedure acknowledgment

I, _____, declare under penalty of perjury that the provided information is true and correct and that I am the owner or person with legal control of and authority to bind, the herein named applicant, and that I have read and understand all conditions and obligations stated herein. I accept all liability associated with the production of native seed and accept all responsibilities associated with production. I understand and:

- I certify that the yield grown from awarded seed will be freely given to the NDA for the duration of the contract. After the contract has been fulfilled, any remaining plant material may continue to remain in production and all seed yields will be eligible for sale or use by the producer as they see fit. _____ *Initials*
- I agree to a minimum of source ID certification and to notify the NDA at least 15 days prior to harvest to schedule inspection. _____ *Initials*
- I agree to periodic inspections performed by trained NDA staff. _____ *Initials*
- I agree to perform noxious weed control, in accordance with NRS 555, during the project timeline. _____ *Initials*
- I agree to accurately disclose the total yield of the seed harvest. _____ *Initials*
- I certify that the growing site is compliant with all county/city ordinance(s). _____ *Initials*
- I certify that I am the legal landowner of the growing site ***or*** have a notarized statement from the landowner authorizing the cultivation of native seed on the parcel and allow NDA staff access to the property for inspections. _____ *Initials*
- I certify that I will complete the Production Methods Records Form as accurately as possible to reflect the methods used to produce the seed gifted by the NDA. _____ *Initials*
- I understand that I must make arrangements to receive awarded seed within two weeks of being notified of acceptance into the Contracted Grow Out Program. Failure to do so will result in forfeiture of awarded seed unless the producer has received prior approval from the NDA. _____ *Initials*

Please confirm the following attachments before submitting:

- Map of field
- Timeline of production activities
- Nevada business license (if applicable)
- Notarized statement from landowner authorizing native seed cultivation on the parcel and allowing NDA staff access to property for regulatory inspections (if applicable)
- Water rights permit (if applicable)

Application rubric

Applicants who meet all the minimum requirements of the program will be evaluated using the following criteria to determine distribution of awards.

Criteria	Strong (8-10 points)	Satisfactory (5-7 points)	Needs improvement (3-4 points)	Missing project elements (0-2 points)	Total
Project scope	Timeline of project is clearly defined. Producer has listed major activities involved with production.	Timeline of project is fairly well defined. Producer has listed most major activities involved with production. One or two questions may arise.	Timeline of project is vague, and not enough detail is provided to identify potential outcomes.	Insufficient information or does not meet program requirements.	
Familiarity with species	Producer shows a clear familiarity with the species they want to work with, and their timeline reflects it.	There are some uncertainties within the timeline that may indicate the producer is not fully familiarized with a species.	Species-specific requirements are vague or do not match production practices.	Insufficient information or does not meet program requirements.	
Project sustainability	This is a sustainable project that will allow the species to produce more than one generation of seed (if applicable) and is backed by supporting information.	This is a sustainable project that will allow the species to produce one generation. Some questions may arise regarding the project's sustainability.	It is unclear or not fully supported if the project will allow the species to produce one generation. There are multiple questions on the project's sustainability.	Insufficient information or does not meet program requirements.	
Previous experience	Previous experience indicates several successful harvests of native species.	Previous experience indicates a successful harvest of native species.	Previous experience indicates a previous attempt at a successful harvest of native species.	No previous experience indicated with native species.	

CETS #
Contract #

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting by and Through its

Agency Name:	**Nevada Department of Agriculture**
Address:	**405 South 21st Street**
City, State, Zip Code:	**Sparks, Nevada 89431**
Contact:	**Janie Fromm**
Phone:	**(775) 353-3628**
Email:	**ndacontracts@agri.nv.gov**

And

Contractor Name:	
Address:	
City, State, Zip Code:	
Contact:	
Phone:	
Email:	

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL**. This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

2. **DEFINITIONS**.

   A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.

   B. "Contracting Agency" – means the State agency identified above.

   C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.

   D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.

   E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.

   F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

CETS #
Contract #

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval.

Effective from:	Date	To:	Date

4. **NOTICE**. All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.

5. **INCORPORATED DOCUMENTS**. The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	SCOPE OF WORK
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	FEDERAL ADDENDUM
ATTACHMENT DD:	VENDOR PROPOSAL

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION**. The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

$	per	

Total Contract or installments payable at:	

Total Contract Not to Exceed:	$

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

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

8. **BILLING SUBMISSION: TIMELINESS**. The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars ($100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

9. **INSPECTION & AUDIT**.

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

B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.

C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **CONTRACT TERMINATION**.

A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.

B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:

1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or

4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

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

6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.

E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:

1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;

3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;

4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.

11. **REMEDIES**. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars ($150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

12. **LIMITED LIABILITY**. The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.

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

14. **INDEMNIFICATION AND DEFENSE**. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS**. Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

    Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

    A. Insurance Coverage. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:

        1) Final acceptance by the State of the completion of this Contract; or
        2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

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

    B. General Requirements.

        1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.

        2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.

        3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars ($50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.

5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.

6) Approved Insurer: Each insurance policy shall be:

a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and

b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*.

Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.

2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.

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

4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in additional to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal

property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

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

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

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

21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION**. Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.

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

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

24. **FEDERAL FUNDING**. In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:

    A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

    B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.

    C. Contractor and it subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. **LOBBYING**. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

A. Any federal, state, county or local agency, legislature, commission, council or board;

B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

26. **GENERAL WARRANTY**. Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

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

28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES**. For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.

29. **ASSIGNMENT OF ANTITRUST CLAIMS**. Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.

30. **GOVERNING LAW: JURISDICTION**. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.

31. **ENTIRE CONTRACT AND MODIFICATION**. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

[This section left intentionally blank]

CETS #
Contract #

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

Independent Contractor's Signature	Date	Title

State of Nevada Authorized Signature	Date	Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____

Date

Approved as to form by:

On: _____

Deputy Attorney General for Attorney General	Date

ATTACHMENT DD: INSURANCE SCHEDULE:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**
   Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

   Combined Single Limit (CSL) $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

   a. Policy shall contain a waiver of subrogation against the State of Nevada.

   b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **ndacontracts@agri.nv.gov**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **ndacontracts@agri.nv.gov**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time**.**

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ATTACHMENT EE

NEVADA FOUNDATION SEED PROGRAM

PRODUCTION METHODS RECORD FORM

Nevada Department of Agriculture

Crop Name and Lot No. _____

Use a separate form for each crop. If crop grown multiple years, complete a separate form each year, and return to the Foundation Seed Manager by January 1st.

Name _____
Address _____
City, State, Zip _____
UPS Address _____
Phone No. _____ **Cellular No.** _____

Grower/Farm Name _____
Address (if different) _____
City, State, Zip _____
County/Res. _____ **County/Crop** _____
Phone No. _____ **Cellular No.** _____

The above applicant/grower has read and understands the Terms and Conditions of Agreement to participate in this program as printed on the attached and agrees to abide by said agreement.

Signature _____ **Date** _____

Field Data

Elevation:	**Soil type:**	**Nearest weather station (if known):**
Field history last year:	**2 years ago:**	**3 years ago:**

Field Preparation

			Dates
Cultivation method and equipment:			
Herbicide treatment(s):	**Chemical:**	**Rate:**	
	Chemical:	**Rate:**	
	Chemical:	**Rate:**	
Amendments:			
Weed species:			

Seeding Data

Seeding rate:	**Seeding date:**	**Seeding method/equipment:**
Seeding depth:	**Row spacing:**	**Seed pretreatments:**
Size of area planted:	**Amount of seed received:**	**Amt. of seed in this planting?** **Amt. to be planted later?**
Isolation distance from other varieties or species of genus within 0.25 miles:		

Emergence

Uniformity (high/moderate/low)

Date(s) of emergence 1st year:	
Year 2 date(s) of additional emergence:	

Animal Damage (list nature and dates of damage)

Mammals:	**Birds:**

Please attach a field history form and field map. Show field(s) according to towns, roads, or significant landmarks to locate field(s).

Field Maintenance

Mechanical weed control	Date	Equipment	Weed species	Comments (ie. forb phenological stage)
Chemical weed control	**Date**	**Chemical/rate**		
Thinning	**Date**	**Method**	**Target density**	
Fertilizer application	**Date**	**Formulation**	**Application method/rate**	
Irrigation	**Date**	**Type**	**Water source/quality/amount**	
Insect pests	**Date**	**Insecticide/rate**	**Insect pest/plant part damaged/%mortality**	
Disease	**Date**	**Treatment**	**Plant part affected/%mortality**	

Stand Development

Additional comments

Date 1 leaves appear:	
Frost damage (% plants/date):	
% plants flowering and date:	
Approx. plant density:	
% mortality:	
Fall green-up with rain and/or irrigation (date/duration):	
Post-harvest flowering (date):	
Other (i.e. summer dormancy, plant size at end of 1st growing season):	

Harvest Data

Date harvested:	**Shattering (slow, moderate, rapid):**
Harvest method:	**Yield (rough and cleaned):**
Ripening uniformity (low, medium, high):	**No. seeds per lb:**

Please attach field history records, seed test results (germination, viability, purity, seed moisture content at harvest, etc.), certification records, and any additional records or comments you have. We are especially interested in production problems you encountered while growing this crop.

Date of Certification Inspection: _____ Date crop shipped to Foundation Seed: _____