

**POWDER RIVER DEVELOPMENT SERVICES, LLC**

**PRDS VENDOR QUALIFICATION REQUEST**

Thank you for your interest in working with Powder River Development Services, LLC (PRDS), and its affiliates. In order to qualify your company (“vendor”) for consideration for approval to perform services for PRDS sites, please complete this Vendor Qualification Package.

* Vendor must complete this package and qualify as a PRDS-approved Vendor prior to commencing any site-related work.
* PRDS reserves the right to request any addition information necessary to ensure safety and financial stability of Vendor at any time.
* Submit this package and requested documentation to the email address: vendorapproval@powderriverdev.com

**PACKAGE CHECKLIST**

**[ ]  Contractor Profile** – Provide company information as requested.

[ ]  **Contractor Services** – Indicate the services that you are able to provide.

[ ]  **Certification of Signature Authority** – Have authorized company representative sign.

The following documentation listed below needs to be submitted (if applicable).

[ ]  **W9** – The most current form can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

[ ]  **Certifications** – Please provide copies of Climbing Certifications/Wallet Cards if performing tower climbing services. Also provide copies of any Diversity and/or Specialized Service certifications.

[ ]  **Licensing** – Provide copies of any applicable Business Licenses or Contractor’s Licenses.

[ ]  **Experience Modification Rating (EMR/MOD)** – The EMR must be on an NCCI form or your insurance provider’s letterhead. If your insurance company does not qualify for an EMR, please have your insurance provider confirm this.

[ ]  **OSHA Log Summaries** – Required for companies with more than 10 employees. Please submit for the current year and the past two years.

[ ]  **Certificate of Insurance (COI)** – Please see attached COI with sample requirements for your review.

[ ]  **Non-Disclosure Agreement** – Please sign and return

[ ]  **Financial** – All vendors must include latest balance sheet and income statement.

[ ]  **Letter of Good Standing**: Provide from state of your organization.

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| **PRDS Vendor Profile** |
| Date:       |
| **Legal Company Name**:       |
| **DBA** (doing business as, if applicable):       |
| Has this company operated under any other name in the last three years? [ ]  No / [ ]  Yes |
| Previous Name(s):       |
| **Mailing Address:**  |       |       |             |
|  Street/PO Box City State Zip |
| **Primary Office Address** (if different than above) |
| **Type of Legal Entity:** **[ ]** Corporation **[ ]** LLC **[ ]** Sole Proprietor **[ ]**  Other |
| **Years in Business:** **State of Incorporation:**       **Number of Employees:**       |
| **Federal Tax ID #:**       **D&B # (if applicable)**:       |
| **Company Phone:**  | **Company Fax:**  |
| **Contact:**       |
| **E-mail Address** (to receive PO’s, bids, etc.:       |
| **E-mail Address** (contact person for qualification package):       |
| **Web Address:**       |
| **Minority**  [ ]  Minority Owned (specify)       **Certifications:** [ ]  Veteran Owned [ ]  Service Disabled Veteran Owned [ ]  Small Disadvantaged [ ]  Woman Owned [ ]  Small Business Concern  |
| **Contractor Certifications:** Indicate the states in which Contractor is able to work. Please note that it is Contractor’s responsibility to attain all applicable licensing and certifications required by the jurisdiction in which PRDS work is located.       |
| **Financial:** If you are awarded a contract with PRDS, are you willing to agree to the paid when we are paid by client + 7 days payment terms?[ ]  Yes [ ]  No |

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| **References**(List individuals who can attest to your company’s ability to perform work in a professional and safe manner.) |
| **Name** | **Company** | **Title** | **Phone #** | **Email Address** |
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| **Vendor Services** |
| [ ]  Candidate Site Analysis [ ]  A&E [ ]  Leasing |
| [ ]  Zoning/Building Permits [ ]  Structural [ ]  Construction |
| [ ]  Construction Management [ ]  Site Maintenance [ ]  Ground Construction |
| [ ]  Tower Climbing  |
| [ ]  Other – Please describe in detail:       |
| [ ]  Additional Services Information:       |

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| **Vendor Policies** |
| **Please initial each item certifying that your employees and/or subcontractors are aware of these PRDS policies and will comply as applicable to work being performed.** | **Initial** |
| **Authorization to Work:** Vendor agrees they will not commence work on PRDS site unless they are issued a work order or written Notice to Proceed (NTP). |  |
| **Insurance:**  Vendor must maintain a valid Certificate of Insurance (COI) on file with PRDS demonstrating required coverage. |  |
| **Pending Litigation:** Vendor certifies they are currently no judgments, suits, sanctions, disbarments of claims against or contemplated by the vendor that could negatively impact its ability to perform any contract with PRDS, and if so, full written explanation should be included with this package. |  |
| **Substance Abuse Policy:** Vendor shall have in place a substance abuse policy which enforces a drug and alcohol free worksite to better ensure site safety. |  |
| **Safety Program:** Vendor shall take all necessary or required safety precautions in the performance of any work and shall comply with all applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons or property while working on PRDS sites.* Maintain safe working conditions, take all necessary safety precautions, and comply with all applicable laws.
* Provide all required safety training and equipment
* Have emergency procedures at each work site and location of nearest emergency healthcare facility.
* Provide employees with written safety manual and safety training to comply with established safety practices.
* Hold safety meetings for supervisors and conduct field safety inspections to determine compliance.
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| **Clothing and Personal Protective Equipment:** Vendor will provide and employees shall use approved safety clothing and health equipment. |  |
| **Tower Climbing, Elevated Heights & Fall Protection:** Vendor personnel must be trained in recognized fall prevention methods and safe use of their equipment. Personnel must possess proper training documentation at all times.* Personal fall protection must be worn 100% of time when work is performed above 6 feet.
* All tower climbing vendors must be PRDS approved.
* Must be a minimum of 2 certified climbers per tower-climbing job.
* Riding a hoist line is NOT PERMITTED.
* Use of personnel lift equipment and/or suspended personnel platforms must comply with OSHA regulations.
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| **Rigging Plan Minimum Requirements:** In development of a rigging plan, the General Contractor shall be in full compliance with ANSI/TIA-1019(latest edition), industry standards.The following are Powder Rivers minimum requirements for documented rigging plans: • Site Specific Information • Names of Competent Rigger, Qualified Person • Scope of Work • Construction Sequence • Duration of Construction • Load Testing and Monitoring Requirements • Construction Classification • Gross Loads to Be Lifted • Loads Applied to Structure Due to Sequencing • Height of Lift • Rigging Components and Specifications • Operation and Non-Operation Wind Loadings • Load Lifting Restrictions  |  |
| **OSHA Citations**: Vendor certifies that the Vendor or Subcontractors has not been cited by OSHA in the last 5 years. If so, a copy of the OSHA citation, vendor’s response and any procedures/actions implemented as a result of the citation have been included in this package. |  |
| **Fatalities:** Vendor certifies that there has been no construction related fatalities within the last three years.  |  |

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| **Signature Authority** |

Please list all individuals that have the authority to sign, seal, deliver, negotiate, accept and enter into agreements, contracts, and other instructions or documents by and on behalf of Vendor.

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| Signature |  | Print Name and Title |
|  |  |       |
| Signature |  | Print Name and Title |

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| **Vendor Package Certification** |

I certify that the information provided with this Qualification Package is accurate and to the best of my knowledge. I understand that any misleading and/or falsification of any information I provided may disqualify this company from being a PRDS vendor. I certify that this company and any subcontractors we hire to work on PRDS jobsites, will adhere to recognized safety standards and practices, including those prescribed by OSHA, for the type of work being conducted. I certify that this company agrees to adhere to PRDS policies as set forth in this Qualification package, including without limitation Safety and Tower Climbing.

**Certified by Company Official:**

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| Company Name |  | Signature of Authorized Party for the Company |

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| Date of Execution |  | Print Name & Title of Authorized Party |

Thank you for submitting this information. We realize that there is some highly company confidential information that we have requested. PRDS assures you that we will not share this information with anyone that is not involved in the vendor approval process.

Submit completed forms to: vendorapproval@powderriverdev.com

Powder River Development Services, LLC

408 S Eagle Road, Suite 200

Eagle, ID 83616

Phone: 208-938-8844

Fax: 208-938-8855





**MUTUAL NONDISCLOSURE AGREEMENT**

This Mutual Nondisclosure Agreement (“Agreement”), effective this \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_ 20\_\_, is entered into by and between Powder River Development Services, LLC, a Wyoming Limited Liability corporation (“PRDS”) and­­       (“Company”).

 PRDS and the Company desire to explore the feasibility of entering into a negotiated business relationship for profit (herein the “Project”). PRDS and the Company may find it necessary or desirable to disclose to each other, in furtherance of the Project, certain business matters that each considers confidential and/or proprietary information. In consideration of the foregoing premises and the mutual promises and covenants contained herein, PRDS and the Company agree as follows:

1. **Definition of Confidential Information**. As used herein, the term “Confidential Information” shall mean any and all nonpublic information that is or has been received by either party (“Recipient”) from the other party (“Disclosing Party”) that is marked “Confidential” by the Disclosing Party, or bears a marking of similar import of which the Disclosing Party states in writing at the time of transmittal to, or receipt by, the Recipient is to be considered Confidential Information hereunder or which under the circumstances surrounding disclosure the Recipient knows or reasonably should know that the information is to be treated as confidential. Orally disclosed information or data shall be deemed Confidential Information hereunder if such is reduced to writing by the Disclosing Party and a copy thereof is delivered to the Recipient with a statement or marking of confidentiality within ten (10) days after oral disclosure of such information or data. Such reduction to writing shall also state, if possible, the place, date and person(s) to whom the oral disclosure was made. Confidential information and all other compilations of information that relate to the business of the Disclosing Party or the Project. Confidential information also includes information received from others that the Disclosing Party is obligated to treat as confidential. Furthermore, Confidential Information includes any subject matter described in a writing expressly referring to this Agreement and signed by the authorized representatives of both the Recipient and the Disclosing Party.
2. **Excluded Information**. Confidential Information shall not include, and neither party shall have any responsibility hereunder to protect or otherwise hold in confidence any information or data that: (a) prior to its disclosure by the Disclosing Party is already lawfully and rightfully known by the Recipient, as evidenced by written records or other tangible documents in possession of the Recipient prior to the disclosure by the Disclosing Party; (b) through no wrongful act, fault or negligence on the part of the Recipient is or hereafter becomes part of the public domain; (c) is developed by the Recipient independently from disclosure by the Disclosing Party, as evidenced by written records or other tangible documents in the possession of the Recipient prior to the disclosure by the Disclosing Party; (d) is lawfully received by the Recipient from a third party without restriction and without breach of this agreement or any other agreement; (e) is approved for public release or use by written authorization of the Disclosing Party; or (f) is disclosed pursuant to the requirement or request of the governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order and reasonable notice, under the circumstances, is given by the Recipient to the Disclosing Party of any such requirement or request to permit the Disclosing Party to seek an appropriate protective order or exemption from such requirement or request.
3. **Use and Protection of Confidential Information.** The Recipient may use Confidential Information only in pursuance of the Project. Each party agrees to protect and treat as confidential the other party’s Confidential Information. The standard of care required of the Recipient in protecting the confidentiality of the Disclosing Party’s Confidential Information shall be the same standard of care that the Recipient uses in protecting its own Confidential Information. At a minimum, the Recipient of Confidential Information hereunder shall restrict the disclosure, dissemination, and availability of any such Confidential Information to its directors, officers or employees (the “Permitted Personnel”) with a demonstrable need to know such Confidential Information in connection with their activities relating directly to the proposed Project. During the term of this Agreement and the period described in paragraph 7 of this Agreement, neither party shall disclose or make available to any third parties any Confidential Information received by it, without the prior written consent of the Disclosing Party.

 The Recipient of Confidential Information hereunder shall not be liable for the inadvertent or accidental disclosure of Confidential Information of the Disclosing Party, provided that: (a) the Recipient has used at least the same degree of care in safeguarding such Confidential Information as it uses for its own confidential information of like importance and such degree of care is reasonably calculated to prevent such inadvertent or accidental disclosure; (b) the Recipient has restricted disclosure, dissemination and availability of such Confidential Information to its Permitted Personnel described above; (c) the Recipient informs its Permitted Personnel of the Recipient’s and such Permitted Personnel’s duty not to disclose such Confidential Information; and (d) upon discovery of any such accidental or inadvertent disclosure of Confidential Information, the Recipient notifies the Disclosing Party and undertakes, at its own cost and expense, to prevent any further disclosure of Confidential Information by the Recipient, which was accidentally or inadvertently disclosed in violation of this Agreement.

1. **Non-Disclosure by Permitted Personnel.** The Recipient of Confidential Information shall use every reasonable and prudent precaution to ensure that any Permitted Personnel to whom Confidential Information is or has been disclosed do not disclose to any third parties or otherwise use Confidential Information, except pursuant to the terms of this Agreement, during and subsequent to the termination of the employment or other relationship between the Recipient and such Permitted Personnel. At a minimum, the Recipient shall cause its Permitted Personnel to sign non-disclosure agreements to the extent not previously signed, which are sufficient to enable the Recipient and the Permitted Personnel to comply with all of the terms of this Agreement. Notwithstanding the foregoing, the Recipient shall be held liable for any disclosure of Confidential Information by any of the Recipient’s Permitted Personnel which is in violation of the terms of this Agreement.
2. **Additional Precautions**. The Recipient of Confidential Information pursuant to this Agreement shall not, except in pursuit of the limited purposes of the Project: (a) copy or otherwise duplicate any Confidential Information of the Disclosing Party, in whole or in part, including derivations, without the prior written approval of the Disclosing Party, or (b) disclose any Confidential Information or any knowledge, product, process or procedure derived or developed therefrom by the Recipient to any third party not directly involved in the Project. Any copy of Confidential Information authorized by the Disclosing Party to be made by the Recipient or others pursuant to this paragraph 5 shall conspicuously display a marking or statement indicating the Disclosing Party’s proprietary interest therein.
3. **Custodian of Confidential Information.** The parties appoint the persons listed in Section 20 as their custodians (“Custodians”) to receive and control, on their respective behalf, all Confidential Information of the respective parties pursuant to this Agreement. Either party may change its Custodian by giving written notice to the other party of the name and address of its newly appointed Custodian.

**7. Term and Termination**. This Agreement shall become effective as of the date first written above and shall continue for a period of one (1) year thereafter, unless the parties hereto agree in writing to an earlier termination date. Unless otherwise agreed to in writing by the parties hereto, the obligations set forth herein to protect Confidential Information received prior to the termination of this Agreement shall survive any termination of this Agreement for a period of two (2) years from the date of any such termination.

**8. Rights to Confidential Information.** All Confidential Information received by a Recipient hereunder shall remain the sole and exclusive property of the Disclosing Party. Upon completion of the Project, termination of this Agreement or the written request by the Disclosing Party, whichever comes first, the Recipient shall return to the Disclosing Party, or shall destroy in a manner satisfactory to the Disclosing Party, all tangible forms of Confidential Information, including any and all copies thereof.

**9. Restrictions: No License.** Nothing contained in this Agreement shall be construed as: (a) requiring either party to disclose or accept any information; (b) requiring either party to purchase or use any products, goods or manufacturing facilities of the other party; or (c) granting to a Recipient of Confidential Information any rights by license or otherwise, either express or implied, under any patents, patent applications, trademarks, copyrights, mask works, trade secrets, know-how, or other intellectual property right now or hereafter owned, obtained or licensable by a Disclosing Party.

**10. No Further Commitment.** The furnishing by the parties of Confidential Information hereunder shall not obligate the parties to enter into any further agreement or negotiation with respect to the Project.

**11. Non-Disclosure of Project.** Neither party hereto shall publicly announce or disclose its participation in the Project or any discussions relating to this Agreement or the Project, without the prior written consent of the other party or except as may be required by law, in which case the party required to make such disclosure shall give the other party the maximum feasible prior notice of such required disclosure.

**12. Export Regulations.** The parties will adhere to all applicable laws and regulations of the U.S. Export Administration, and will not export or re-export any technical data or products received from the Disclosing Party, or the direct product of such technical data, to any prescribed person or country listed in the U.S. Export Administration regulations, unless properly authorized by the U.S. Government.

**13.** **Governing Law**. This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho and jurisdiction and venue is agreed to be PRDS’s principal place of business in Idaho.

**14. Remedies for Breach.** Both parties agree that should this Agreement be breached, money damages would be inadequate to remedy any such breach. As a result, a non-breaching party shall be entitled to seek, and a court of competent jurisdiction (as agreed to herein) may grant, specific performance and injunctive or other equitable relief as a remedy for any breach of this Agreement. Such remedy shall be in addition to all other remedies, including money damages, available to a non-breaching party at law or in equity. The prevailing party in such action shall be entitled to recovery reasonable attorney fees in addition to any other amounts awarded as damages.

**15. Entire Agreement: Amendments.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes and replaces any prior or contemporaneous undertakings, commitments or agreements, oral or written, as to its subject matter. This Agreement may be modified or amended only by an instrument in writing signed by authorized representatives of the parties on or after the date hereof.

**16. Successors and Assigns.** This Agreement is intended to benefit and shall be binding on the successors and assigns of PRDS and the Company.

**17. Separate Enforcement of Provisions.** If, for any reason, any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be enforced to the extent possible.

**18. No Conflicting Contracts.** Each party represents that they are not parties to any contracts with any other entity or individual that would interfere with or prevent their respective compliance with the terms and provisions of this Agreement.

**19. Waiver.** No failure or delay by either party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power or privilege.

**20. Notices.** All notices or other communications required or permitted to be made or given hereunder by one party to the other party shall be deemed so made or given when hand-delivered or sent in writing by certified mail, postage prepaid, and properly addressed to such other party as set forth below at such other address as may be specified by either party hereto by written notice similarly sent or delivered.

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| **Powder River Development Services, LLC**408 S Eagle Road, Suite 200Eagle, ID 83616Telephone: 208-938-8844FAX: 208-938-8855Attention: Andrew J. Dewhirst |  | **Company:**       |
|  | Address:       |
|  |        |
|  |  Telephone:       |
|  |  FAX:       |
|  |  Attention:       |
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 **21. Authority.** Both parties hereto represent that the individuals executing this Agreement for and on behalf of the parties hereto are fully authorized and empowered to do so for and on behalf of their respective principals.

 **IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by their respective duty authorized officers or agents as of the date and year first above written.

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| **Powder River Development Services, LLC** |  | **Company:** |
|  |  |  |  |  |
| By: |  |  | By: |  |
| Name: | Andrew J. Dewhirst |  | Name |       |
| Title: | Owner/Member |  | Title: |       |
| Date: |  |  | Date: |       |