

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM F
FOR MEETING OF APRIL 8, 2025**

SUBJECT: <i>For Possible Action:</i> Approve Contract No. LS-25-MPS between Michels Pacific Energy, Inc. and the Colorado River Commission of Nevada, based on Bid Solicitation No. 69CRC-S3056 for construction and repair services for a term ending June 30, 2028, not to exceed \$2,000,000.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: Staff recommend the Commission approve the contract and authorize the Executive Director to sign the contract on behalf of the Commission.
FISCAL IMPACT: Contract not to exceed \$2,000,000.

STAFF COMMENTS AND BACKGROUND:

A. Power Delivery Group’s Six Year Project Plan

The Colorado River Commission of Nevada’s (Commission) Power Delivery Group (PDG) operates an electrical system that delivers power to the Southern Nevada Water Authority, including major cities in Southern Nevada for water pumping and waste-water treatment. The system provides the energy to move the water across a large part of the Las Vegas Valley.

The PDG started building an electrical system to provide service to SNWA in the late 1990s and the system has continued to grow over the past twenty-five plus years. Further, the system includes 27 high voltage substations, with three more expected to be completed in the next two years. The system also comprises various underground and overhead transmission lines, including 32 miles of existing transmission lines, with an additional ten miles planned for completion by the end of 2025. Furthermore, the system is exposed to increasing summer temperatures in the Las Vegas Valley, which place additional stress on infrastructure.

To manage capital and maintenance projects, the PDG has developed a Project Plan covering the years 2022 through 2031, outlining key initiatives. The plan is attached.

B. Industry Practice and Purpose for Contracts

In the utility industry, it is common to contract with external firms for maintenance and testing support, particularly for specialized or labor-intensive tasks. The PDG is looking to expand its list of available contractors to increase competition and open opportunities for additional firms that provide quality, specialized services. Staff proposes awarding two contracts focused on electrical system testing and two contracts for construction and repair. By contracting with multiple vendors, the PDG will expand its contractor pool, increasing competition and flexibility to meet schedules during maintenance seasons.

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C. Proposed Contract

The proposed contract with Michels Pacific Energy, Inc. will focus on construction and repair, with a term ending June 30, 2028, and a total not-to-exceed amount of \$2,000,000. This contract is an enabling contract to allow necessary work to be requested and performed under purchase orders that outline the specific scope of work and negotiated cost.

D. Staff's Recommendation

Staff recommend the Commission approve Contract No. LS-25-MPS and authorize the Executive Director to sign the contract.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada

Acting by and Through its

Agency Name:	COLORADO RIVER COMMISSION OF NEVADA
Address:	100 N. CITY PARKWAY, SUITE 1100
City, State, Zip Code:	LAS VEGAS, NEVADA 89106
Contact:	SHAE PELKOWSKI
Phone:	702-376-9997
Email:	SPELKOWSKI@CRC.NV.GOV

Contractor Name:	MICHELS PACIFIC ENERGY, INC
Address:	5898 SILVER CREEK VALLEY RD
City, State, Zip Code:	SAN JOSE, CA 95138
Contact:	BEN NELSON
Phone:	669-275-2668; 206-510-6164
Email:	BNELSON@MICHELS.US

WHEREAS, NRS 333.700(8)(b) authorizes state departments and agencies to contract for any work of construction or major repairs of state buildings without approval from the Board of Examiners if the contracting process is controlled by the rules of competitive bidding;

WHEREAS, the Colorado River Commission of Nevada, pursuant to NRS 538.161, represents and acts for the State of Nevada in negotiation and execution of contracts for the use, planning, development or ownership of any facilities for the generation or transmission of electricity for the greatest possible benefit to this State; 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. 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.

2. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 9, Contract Termination*. Contract is not subject to Board of Examiners' approval.

Effective from:	04/09/2025	To:	06/30/2028
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3. **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 electronic mail to the address(es) stated above.

4. **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:	RFP No. 69CRC-S3056
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.

5. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 4, Incorporated Documents* at a cost as noted below:

\$ Variable	per	Purchase Order
Total Contract or installments payable at:	Purchase Order Determined	
Total Contract Not to Exceed:	\$2,000,000	

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.

6. **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.

7. **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.

8. 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.

9. 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 3, 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 9D. 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 3, 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 9C, 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 20, State Ownership of Proprietary Information*.
10. **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.
11. **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. but contract liability shall not exceed the value of the Contract except for those claims involving personal injury or tangible property damage. Notwithstanding any other provision herein to the contrary, neither party shall be liable to the other for indirect, incidental special, cover, consequential or punitive damages, including without limitation loss of profit, loss of revenue, cover costs, facility downtime or business interruptions, whether arising out of breach of contract, tort, strict liability or any other legal theory.

12. **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. Contractor shall be entitled to cost and schedule relief for force a majeure event which cause a change in the site conditions of the work and/or cause an increase in the scope or labor.
13. **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, to the extent 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 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.
14. **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.
15. **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: Any deductible or self-insured retention shall be the responsibility of Contractor.
- 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, 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 15A, 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 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 15B, 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 addition 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.

16. **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.

17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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 its 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.)
24. **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.

- 25. **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.
- 26. **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 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.
- 27. **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.
- 28. **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.
- 29. **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 District Court, Clark County, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
- 30. **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. This Contract, and any amendments, may be executed in counterparts.

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



3/14/25

Ben Nelson
Michels Pacific Energy, Inc.

Date

President

Eric Witkoski
Colorado River Commission of Nevada

Date

Executive Director

Approved as to form by:

On:

Michelle Briggs
Special Counsel

Date

ATTACHMENT AA

COLORADO RIVER COMMISSION OF NEVADA

Maintenance and Testing Labor Support

SCOPE OF WORK

OCTOBER 2024

REVISION 0



Revisions

<u>REVISION</u>	<u>DESCRIPTION</u>	<u>DATE</u>
0	INITIAL ISSUE	10/28/2024

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01 00 00 – GENERAL REQUIREMENTS

01 11 00 - SUMMARY OF WORK

1. Objective

- a. The Colorado River Commission of Nevada (CRCNV, Owner) Power Delivery Group (PDG) is looking for qualified substation and transmission line construction and testing and commissioning contractors for requesting minor construction and maintenance related support services from the Contractor on an as requested basis.

2. Scope of Work

- a. NRS 333.700(8)(b) authorizes state departments and agencies to contract for any work of construction or major repairs of state buildings without approval from the Board of Examiners if the contracting process is controlled by the rules of competitive bidding.
- b. The Colorado River Commission of Nevada, pursuant to NRS 538.161, negotiates and contracts for the planning, development or ownership of any facilities for the generation or transmission of electricity for the greatest possible benefit to this State.
- c. This scope of work covers the ability to use a contractor for the purpose of maintaining the Colorado River Commission of Nevada's high voltage transmission and substation public works assets.
- d. Contractor should be willing and capable of providing at a minimum the following services:
 - i. Substation
 1. High Voltage Breaker Replacements and Maintenance
 2. High Voltage Disconnect Switch Replacements and Maintenance
 3. Transformer Replacements and Maintenance
 - a. Large Power Transformers
 - i. Oil Processing, Refilling

- g. One signed by both Parties; the Contractor shall complete the Work as detailed in the Contract and Task Authorization.
- h. This Scope of Work is to be used to define Contractor expectations. All items noted in this Scope of Work shall be addressed in the Contractor's proposal. Any items not specifically noted as "by Owner" shall be assumed to be by Contractor.
- i. There is no guarantee by the CRCNV regarding the amount of Work that the Contractor will be requested to perform during the term of this Contract.

3. Required Deliverables

- i. Varies by Task Authorization and work, the below is a list of documents that would be needed in given scopes of work and is not intended to be all inclusive.
- ii. Weekly Job Reports summarizing activities occurring within the week
- iii. Installation progress reports
- iv. Reports as detailed in specifications included in Task Authorization
- v. Detailed Test Reports of tested equipment

4. Work by Owner

- a. The CRCNV will perform all switching at substation facilities in support of the Work by the Contractor.
- b. The CRCNV will provide reasonable access to the transmission and distribution facilities, 7:00 a.m. to 5:00 p.m., Monday through Friday during periods which work has been scheduled.
- c. The CRCNV may provide 120/240-volt station service power when indicated in a written Task Authorization.
- d. The CRCNV, subject to availability, may provide a designated area for Contractor's use to store tools, equipment and materials as indicated in a written Task Authorization.
- e. The CRCNV will provide drawings and technical data related to its transmission and distribution system to the Contractor as necessary in order for the Contractor to perform the Work. Copies of documents obtained pursuant to this Contract shall be returned to the CRCNV upon termination of this Contract.

ATTACHMENT BB

INSURANCE REQUIREMENTS:

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. Contractor is free to purchase such 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, broad form contractual liability and XCU coverage.

Minimum Requirements:

- General Aggregate \$10,000,000
- Products – Completed Operations Aggregate \$ 5,000,000
- Personal and Advertising Injury \$ 5,000,000
- Each Occurrence \$ 5,000,000

- 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 completed operations”.

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) \$ 5,000,000

- 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.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under NRS, and when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Builders’ Risk Insurance

In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

- a. The State of Nevada, Colorado River Commission of Nevada, the Contractor and subcontractors, shall be Insureds on the policy.
- b. Coverage shall be written on an all risk, replacement cost basis and shall include coverage for soft costs, flood and earth movement.
- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Nevada, has an insurable interest in the property required to be covered.
- d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State.
- e. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
- f. Policy shall contain a waiver of subrogation against the State of Nevada.

g. Contractor is responsible for the payment of all policy deductibles.

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, Colorado River Commission 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 (Gina Goodman at 100 N. City Pkwy, Ste 1100, Las Vegas, NV 89106). 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 (Gina Goodman at 100 N. City Pkwy, Ste 1100, Las Vegas, NV 89106). 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 subcontractors shall maintain separate

insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$5,000,000 per occurrence / \$10,000,000 aggregate.

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



STATE OF NEVADA
Colorado River Commission of Nevada
100 N. City Parkway, Suite 1100 | Las Vegas, NV 89106 Phone: 775-684-0170 | Fax: 775-684-0188

Solicitation: **69CRC-S3056**
For
Maintenance and Testing Labor Support Agreement

Release Date: **10/30/2024**
Deadline for Submission and Opening Date and Time: **12/12/2024 @ 2:00 pm**

Single point of contact for the solicitation:
David Rodriguez, Power Systems Engineering Manager
Phone, 702-373-9403
Email Address, drodriguez@crc.nv.gov

(TTY for Deaf and Hard of Hearing, 800-326-6868
Ask the relay agent to dial, 1-775-515-5173/V.)

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1. APPLICABLE REGULATIONS GOVERNING PROCUREMENT

- 1.1. All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: www.leg.state.nv.us/law1.cfm.
- 1.2. Prospective vendors are advised to review Nevada’s ethical standards requirements, including but not limited to NRS 281A, NRS 333.800, and NAC 333.155.

2. PROJECT OVERVIEW

- 2.1. The State of Nevada, Colorado River Commission of Nevada is seeking proposals from qualified vendors to provide Maintenance and Testing Labor Support Agreement services as described in the scope of work and attachments.
- 2.2. The State intends to award multiple contract(s) in conjunction with this Request for Proposals (RFP), as determined in the best interests of the State. Colorado River Commission of Nevada 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 Examiners approval.

2.3. AGENCY BACKGROUND

- 2.3.1. The Colorado River Commission of Nevada (CRCNV) owns and operates high-voltage transmission and distribution system consisting of two 230/69-kV substations, three 230/14.4-kV substations, four 69/13.8-kV substations, seven 69/4.16-kV substation, 32 miles of 230-kV transmission lines, 5 miles 69-kV overhead transmission lines, eleven miles of 69-kV underground transmission lines and other related facilities in Clark County, Nevada. In addition, the Commission is responsible for the operation and maintenance of ten additional substations owned by the Southern Nevada Water Authority and three owned by the Clark County Water Reclamation District.

2.4. GOALS AND OBJECTIVES

- 2.4.1. The goal of this solicitation is to obtain a qualified contractor able to assist the CRCNV in performing critical infrastructure maintenance and improvements to the CRCNV electrical system.

3. SCOPE OF WORK

- 3.1. See Attachments 4.1.1.

4. ATTACHMENTS

- 4.1. ATTACHMENTS INCORPORATED BY REFERENCE. To be read and not returned.

- 4.1.1. Attachment A - Scope of Work
- 4.1.2. Attachment B - Terms and Conditions for Services

- 4.2. ATTACHMENTS FOR REVIEW. To be read and not returned (unless redlining).

- 4.2.1. Attachment C – Standard Form Contract
- 4.2.2. Attachment D - Insurance Schedule

- 4.3. PROPOSAL ATTACHMENTS. To be completed and returned in proposal.

- 4.3.1. Attachment E - Cost Schedule
- 4.3.2. Attachment F - Proposed Staff Resume
- 4.3.3. Attachment G - Reference Questionnaire
- 4.3.4. Attachment H - Vendor Information Response – **Must Be Signed**
 - A. Vendor Contact Information
 - B. Vendor Information
 - C. Payment Authorization for use of Procurement Card
 - D. Name of Individual Authorized to Bind the Organization
 - E. Vendor Certifications

- F. Confidentiality and Certification of Indemnification
- G. Certification Regarding Lobbying

5. TIMELINE

5.1. QUESTIONS. All questions regarding this solicitation shall be submitted using the Bid Q&A feature in NevadaEPro.

5.2. TIMELINE. The following represents the proposed timeline for this project.

- 5.2.1. All times stated are Pacific Time (PT).
- 5.2.2. These dates represent a tentative schedule of events.
- 5.2.3. The State reserves the right to modify these dates at any time.

A. Deadline for Questions	No later than 5:00 pm on 11/12/2024
B. Answers Posted.....	On or about 11/19/2024
C. Deadline for References.....	No later than 5:00 pm on 12/09/2024
D. Deadline Proposal Submission and Opening.....	No later than 2:00 pm on 12/12/2024
E. Evaluation Period (estimated).....	12/12/2024 - 12/24/2025
F. Selection of a Vendor (estimated).....	On or about 01/07/2025
G. BOE Approval (estimated)	04/08/2025
H. Contract start date (estimated).....	04/14/2025

6. EVALUATION

6.1. Evaluation and scoring are conducted in accordance with NRS 333.335 and NAC 333.160-333.165.

- 6.1.1. Proposals shall be kept confidential until a contract is awarded.
- 6.1.2. In the event the solicitation is withdrawn prior to award, proposals remain confidential.
- 6.1.3. The evaluation committee is an independent committee established to evaluate and score proposals submitted in response to the solicitation.
- 6.1.4. Financial stability shall be scored on a pass/fail basis.
- 6.1.5. Proposals shall be consistently evaluated and scored based upon the following factors and relative weights.

A. Addressed all Scope of Work items.....	50
B. Provided examples of Contractor’s industry experience on all Scope of Work items.....	40
C. Cost Factor.....	8
D. No redlines of State contract.....	2

6.1.6. Cost proposals will be evaluated based on the following formula.

A. $\text{Cost Factor Weight} \times (\text{Lowest Cost Submitted by a Vendor} / \text{Proposer Total Cost}) = \text{Cost Score}$

6.1.7. Presentations

- A. Following evaluation and scoring specified above, the State may require vendors to make a presentation of their proposal to the evaluation committee or other State staff, as applicable.
- B. The State, at its option, may limit participation in vendor presentations to vendors above a natural break in relative scores from technical and cost scores.
- C. Following presentations, the combined technical, cost, and presentation scores will become the final score for a proposal.
- D. The State reserves the right to add additional criteria or presentations.
- E. The State reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

6.2. NEVADA-BASED BUSINESS PREFERENCE

- 6.2.1. The State awards a five percent (5%) preference to Nevada-based businesses pursuant to NRS 333.3351 to 333.3356, inclusive.
- 6.2.2. Nevada-based business is defined in NRS 333.3352(1).

- 6.2.3. The term ‘principal place of business’ has the meaning outlined by the United States Supreme Court in *Hertz Corp v. Friend*, 559 U.S. 77 (2010), typically meaning a business’s corporate headquarters.
- 6.2.4. To claim this preference a vendor must indicate it on their vendor account and submitted Quote in NevadaEPro.
- 6.2.5. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

6.3. INVERSE PREFERENCE

- 6.3.1. The State applies an inverse preference to vendors that have a principal place of business in a state other than Nevada and that state applies an in-state preference not afforded to Nevada based vendors, pursuant to AB28 passed in the 81st session of the Nevada Legislature.
- 6.3.2. The amount of the inverse preference is correlated to the amount of preference applied in the other state.
- 6.3.3. Vendors who meet this criterion must indicate it on their submitted Quote in NevadaEPro.
- 6.3.4. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

7. MANDATORY MINIMUM REQUIREMENTS

- 7.1. Pursuant to NRS 333.311 a contract cannot be awarded to a proposal that does not comply with the requirements listed in this section. Proposal shall include confirmation of compliance with all mandatory minimum requirements.
- 7.2. NEVADA LAW AND STATE INDEMNITY. Pursuant to NRS 333.339, any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.
- 7.3. NO BOYCOTT OF ISRAEL. Pursuant to NRS 333.338, the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).
- 7.4. INDEMNIFICATION. Required contract terms on Indemnification: "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."
- 7.5. LIMITED LIABILITY. Required contract terms on 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."
- 7.6. CONTRACT RESPONSIBILITY. Awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this solicitation, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 7.7. DATA ENCRYPTION. State IT requires that data be encrypted in transit and in rest.
- 7.8. STATESIDE DATA. State IT requires that State data assets must be maintained in the United States and data will not be held offshore.
- 7.9. NEVADA BUSINESS LICENSE. Pursuant to NRS 353.007, prior to contract execution awarded vendor must hold a state business license pursuant to NRS chapter 76 unless exempted by NRS 76.100(7)(b).
- 7.10. DISCLOSURE. Each vendor shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves

the vendor or in which the vendor has been judged guilty or liable.

8. CRITICAL ITEMS

8.1. In addition to the *Scope of Work* and *Attachments*, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring the proposal. Vendor proposal should address items in this section in enough detail to provide evaluators an accurate understanding of vendor capabilities. Proposals that fail to sufficiently respond to these items may be considered non-responsive.

8.2. CONTRACT FORM. The State strongly prefers vendors agree to the terms of the attached *Contract Form* as is. Ability to agree to contract terms is a high priority to the State. Vendors who cannot agree to the contract as is must include a redlined Word version of the attached *Contract Form* with their proposal response. To the extent a vendor has prior contractual dealings with the State, no assumption should be made that terms outside those provided herein have any influence on this project.

8.3. INSURANCE SCHEDULE

8.3.1. The State strongly prefers vendors agree to the terms of the attached *Insurance Schedule* as is. Vendors who cannot agree must explain which areas are causing non-compliance and attach a red line if necessary.

8.3.2. Awarded vendor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract.

8.3.3. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages.

8.3.4. Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.

8.4. VENDOR BACKGROUND

8.4.1. Company background/history and why vendor is qualified to provide the services described in this solicitation.

8.4.2. Provide a brief description of the length of time vendor has been providing services described in this solicitation to the public and/or private sector.

8.5. VENDOR STAFF RESUMES

8.5.1. A resume shall be included for each proposed key personnel, see *Proposed Staff Resume*.

8.5.2. A resume shall also be included for any proposed key subcontractor personnel.

8.6. SUBCONTRACTORS

8.6.1. Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this solicitation. This does not include third parties who provide support or incidental services to the contractor.

8.6.2. Proposal should include a completed *Vendor Information Response* form for each subcontractor.

8.6.3. Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

8.6.4. Vendor proposal shall identify specific requirements of the project for which each subcontractor shall perform services.

A. How the work of any subcontractor(s) shall be supervised

B. How channels of communication shall be maintained

C. How compliance with contracts terms and conditions will be assured

D. Previous experience with subcontractor(s)

8.7. VENDOR FINANCIAL INFORMATION

8.7.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.

8.7.2. This information should be submitted as a separate attachment, flagged as confidential in NevadaEPro.

8.7.3. Proposing vendor shall provide the following financial information and documentation:

A. Dun and Bradstreet Number

B. Federal Tax Identification Number

C. The last two (2) full years and current year interim:

1. Profit and Loss Statements
2. Balance Statements

8.8. BUSINESS REFERENCES

- 8.8.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.
- 8.8.2. Vendors shall provide a minimum of three (3) business references from similar projects performed for private and/or public sector clients within the last five (5) years, see *Reference Questionnaire*.
- 8.8.3. The purpose of these references is to document relevant experience and aid in the evaluation process.
- 8.8.4. Business references should return *Reference Questionnaire* directly to Single Point of Contact via email.
- 8.8.5. Business references will not be accepted directly from proposing vendor.
- 8.8.6. The State will not disclose submitted references, but will confirm if a reference has been received.
- 8.8.7. The State reserves the right to contact references during evaluation.

9. SUBMISSION CHECKLIST

- 9.1. This section identifies documents that shall be submitted to be considered responsive. Vendors are encouraged to review all requirements to ensure all requested information is included in their response.
 - 9.1.1. Proposals must be submitted as a Quote through NevadaEPro, <https://NevadaEPro.com>.
 - 9.1.2. Vendors are encouraged to submit a single file attachment per proposal section if possible.
 - 9.1.3. Technical proposal information and Cost proposal information shall not be included in the same attachment.
 - 9.1.4. Cost proposal attachment shall not be flagged as confidential in NevadaEPro.
 - 9.1.5. Additional attachments may be included, but are discouraged and should be kept to a minimum.

9.2. TECHNICAL PROPOSAL

- A. Title Page
- B. Table of Contents
- C. Response to Mandatory Minimum Requirements
- D. Response to Critical Items
- E. Response to Scope of Work
- F. Proposed Staff Resumes
- G. Other Informational Material

9.3. PROPRIETARY INFORMATION. If necessary. Attachment should be flagged confidential in NevadaEPro.

- A. Title Page
- B. Table of Contents
- C. Trade Secret information, cross referenced to the technical proposal

9.4. COST PROPOSAL

9.5. VENDOR FINANCIAL INFORMATION. Attachment should be flagged confidential in NevadaEPro.

9.6. SIGNED ATTACHMENTS

- A. Vendor Information Response
- B. Vendor Certifications
- C. Confidentiality and Certification of Indemnification
- D. Certification Regarding Lobbying

9.7. OTHER ATTACHMENTS. If necessary, not recommended.

9.8. REFERENCE QUESTIONNAIRES. Not submitted directly by vendor.



December 12, 2024

Colorado River Commission
ATTN: David Rodriguez

Project: S3056 Maintenance and Testing Labor Support

Subject: Proposal Submittal

Dear Mr. Rodriguez,

Michels Pacific Energy (MPE) would like to express its gratitude for the opportunity to compete on this proposal.

Our reputation is largely built on our ability to build projects safely without rework or harm to the environment. This proposal includes many documents describing our capabilities but the most important asset at MPE is our people. The team assembling this proposal has extensive history performing transmission and distribution construction for PG&E, Arizona Public Services, SDG&E and world class experience with all types of electrical construction. This team will see through our implementation plan as we add the resources required to ramp up and work hand in hand with our City of Riverside counterparts to achieve the workload laid out by your leadership. As a family-owned company that has been successful since 1959, we know the value of long-term commitments.

Over the past few years MPE has staffed regional offices throughout California working closely with our clients such as PG&E, SDG&E, and Arizona Public Service resulting in annual work volume in the state of approximately \$450 million and an "A" grade in ISN with both clients. Office locations include Elk Grove, Rio Vista, Santa Clara, Salinas, San Jose, San Diego, and Bakersfield. Michels established MPE to focus on the West Coast of the U.S. with a management team in tune with the unique requirements here including environmental, social, and corporate governance issues tailored for this community. We regard the safety and health of our employees, subcontractors, the public, and our customers as



Watch the video for our internationally recognized MI-Promise safety campaign.



2200 Laurelwood Road, Suite 100, Santa Clara, CA 95054

408.538.8111 | www.michels.us

AA/EOE/M/W/Net/Disability



the cornerstone of our culture. This dedication and relentless commitment to our employees and the public is not exclusive to the work we perform but also to the potential impact we have on the environment as we build infrastructure throughout the U.S.

If you have questions or would like to discuss our proposal, please feel free to contact Shane Lund at 920.638.8380 / slund@michels.us or Brian Swatski at 916-990-3310 / Bswatski@michels.us or me at 206.510.6164 / bnelson@michels.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Nelson", with a long horizontal flourish extending to the right.

Ben Nelson
President
Michels Pacific Energy

WE DO THAT
...
& MORE

2200 Laurelwood Road, Suite 100, Santa Clara, CA 95054
408.538.8111 | www.michels.us

AA/EOE/M/W/Wet/Disability



Response to Technical Critical Items

1. MPE agrees with the terms of the attached insurance schedule.
2. MPE agrees with the terms of the contract form and vendor background.
3. MPE agrees with the terms of the vendor staff resume and vendor financial information.
4. MPE agrees with the terms for the subcontractors.
5. For attachment C – Standard Form Contract, Line item 12; MPE includes contract liability shall be shall not exceed the value of the Contract except for those claims involving personal injury or tangible property damage. Notwithstanding any other provision herein to the contrary, neither party shall be liable to the other for indirect, incidental special, cover, consequential or punitive damages, including without limitation loss of profit, loss of revenue, cover costs, facility downtime or business interruptions, whether arising out of breach of contract, tort, strict liability or any other legal theory.

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...
& MORE

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The Essentials

History

In the late 1950s, pipeline welder Dale Michels had a vision to start his own business. Michels Pipeline Construction Inc. was established in 1959. Guided by Dale's entrepreneurial spirit, Michels overcame considerable obstacles in its infancy by focusing on future opportunities. Inspired by their parents, Dale's sons lead a company where innovation is an expectation, not an exception.

Core Values

Safety. Environment. Integrity. Dedication & Teamwork. Social Responsibility. Sustainable Operations.

We are guided by our Core Values and committed to the principles developed by the Michels family more than 60 years ago. We believe in providing solutions and continuously improving the quality and scope of our work. We care about our people, customers, and communities where we live and work.



An overview of the collective strength of the **MICHELS®** Family of Companies



8,000 people strong



18,000 pieces of equipment



50+ locations globally



ENR's Top 400 Contractor's List

Michels Family of Companies

The Michels Family of Companies is a collection of wholly owned infrastructure and energy contractors providing solutions under the Michels brand flagship. All companies perform safe, unique, and specialized services for energy, foundations, marine, renewables, transportation, civil and water and wastewater industries. Whether operating alone or collaborating on a project, all members of the Michels Family of Companies are united by shared Core Values, quality standards and a world-class reputation upheld by Michels since 1959. Our customers receive innovative solutions, consistent quality and the convenience of one key point of contact.

Our Industries

The Michels Family of Companies delivers safe, reliable solutions to industries focused on improving the quality of daily life throughout the world.



CIVIL



ENERGY



ENERGY
TRANSITION



FOUNDATIONS



MARINE



TRANSPORTATION



WATER

ENR Rankings

34	TOP 400 CONTRACTORS
8	PETROLEUM
8	POWER
8	WORKING ABROAD
35	NEW CONTRACTS
35	HEAVY CONTRACTORS



Equipped for Success

Mechanics and technicians design, build, modify, and maintain our equipment and vehicular fleet. Innovation emanates from dozens of shops. Over the years, the yard behind Michels' headquarters has grown into the home base of one of the largest fleets of construction equipment and trucks in North America.

The Cornerstone of Our Culture

Safety is more than something we talk about. We incorporate it into everything we do. That means we provide our people with programs, tools, time and training to do what needs to be done without cutting corners or taking unnecessary risks. We ask everyone to promise to focus on their own safety and the safety of everyone around them.



The diversity of the Michels Family of Companies delivers end-to-end solutions for complex projects.

COST SCHEDULE
Labor Support Services

Vendor Name **Michels Pacific Energy**

Direct Labor – Job Titles	Hourly Rate
A. Safety Coordinator	\$ 149.30 ST
B. Sr. Project Manager	\$ 192.46 ST
C. Project Manager	\$ 169.48 ST
D. Assistant Project Manager	\$ 129.36 ST
E. Material Coordinator	\$ 84.90 ST, \$127.34 OT, \$169.79 DT
F. QAQC Manager	\$ 109.73 ST, \$164.60 OT, \$219.46 DT
G. Operations Manager	\$ 176.43 ST, \$264.64 OT, \$352.86 DT
H. Project Coordinator	\$ 96.11 ST, \$144.16 OT, \$192.22 DT
I. Administrative Assistant	\$ 61.46 ST, \$92.19 OT, \$122.92 DT
J. Superintendent	\$ 172.08 ST, \$258.12 OT, \$344.16 DT

Key Personnel

NAME	TITLE
Cody Seilstad	Vice President of Power Operations
Shane Lund	General Manager
Reuben Rodriguez	Operations Manager / Superintendent
Shane Dolph	Superintendent
Jason Ligotino	Senior Project Manager
Loren Vierra	Health Safety Environment Manager



TRAINING & CERTIFICATIONS

OSHA 10-Hour
OSHA 20-Hour
Bare Hand Certified
Robo Arm Training
First Aid/CPR Certified

EDUCATION

Mountain States
Line Constructors
Apprenticeship

Cody Seilstad

Vice President Power Operations
25 years of experience • Office-Santa Clara, CA

2019 – Present: Vice President Power Operations | Michels Pacific Energy, Inc. | Santa Clara, CA

Oversee and directs operations in the region ensuring team goals are aligned with corporate and divisional goals. Maintains and promotes a strong safety culture for all employees, vendors, and customers and follows all safety policies, procedures and regulations. Understands external customer needs to maintain and develop relationships. Ensures that every project is managed to maximize customer satisfaction. Identifies and communicates workplace hazards and corrects or seeks assistance in correcting unsafe actions or conditions.

2018 – 2019: Construction Manager | Michels Power | Paso Robles, CA

2016 – 2018: Superintendent | Michels Power | Paso Robles, CA

2014 – 2016: General Foreman | Michels Power | Tumwater, WA

2013 – 2014: General Foreman | TADES, Inc. | Las Vegas, NV

2000 – 2013: Held several capacities by a variety of major contractors.

PROJECT PROFILES

Morro Bay Solar Switching Station 1 & 2 | Pacific Gas and Electric Company

Bakersfield Bundle 1 & 2 | Pacific Gas and Electric Company

Pole Replacements | Pacific Gas and Electric Company

Ashe-Marion No. 2 500kV Emergency Reconductor | Bonneville Power Administration | Clackamas County, OR

Los Banos-Panoche | Pacific Gas and Electric Company | Fresno County, CA

Midway-Temblor Pole Replacements Bundle | Pacific Gas and Electric Company | Kern County, CA

Kern-Magunden-Witco | Pacific Gas and Electric Company | Bakersfield, CA

Celilo-Sylmar No. 1 Section 3 Transmission Line Upgrade | Bonneville Power Administration | Wasco, Jefferson, Deschutes, Crook & Lake Counties, OR

Wheeler Ridge | Pacific Gas and Electric Company | Kern County, CA

Double Circuit 60kV Underground 3,000 MCM Copper Wire Installation | Southern Cal Edison | Cerritos, CA

Additional project list available upon request



TRAINING & CERTIFICATIONS

IBEW/NECA Electrical Lineman
Apprenticeship Program
Journeyman lineman
NCCCO Certified Crane Operator
First Aid/CPR Certified
OSHA 10-Hour Construction Safety and Health Training

Shane Lund

General Manager

21 years of experience • Office-San Diego, CA

2023 – Present: General Manager | Michels Pacific Energy, Inc | San Diego, CA

Oversees planning of operations while maintaining a strong safety culture for all employees, vendors, and customers and follows all safety policies, procedures and regulations. Works with field leadership to help plan resource requirements based on known and projected workloads. Manages the coordination of project managers, scheduling of crews, materials, equipment, subcontractors, and controls of all phases of construction.

2020 – 2022: Operations Manager | Michels Pacific Energy, Inc | San Diego, CA

2010 – 2020: Superintendent | Diversified Utility Services | San Diego, CA

2004 – 2010: IBEW Apprentice Lineman/ Journeyman Lineman | Various Companies | California

PROJECT PROFILES

2016 – 2017 | Cir 1030 FiRM Wood to Steel Reconductor | San Diego Gas & Electric | \$12,000,000 | General Foreman | Valley Center, CA

Replace 500 wood distribution poles with new steel poles and install 25 miles of new conductor in remote Mountainous terrain utilizing helicopters and various methods due to inaccessibility

2015 | Cir 237 FiRM Wood to Steel Reconductor | San Diego Gas & Electric | \$8,000,000 | General Foreman | Ramona, CA

Replace 400 wood distribution poles with new steel poles and install 20 miles of new conductor in remote Mountainous terrain utilizing helicopters and various methods due to inaccessibility

North Ave | San Diego Gas & Electric | Lemon Grove, CA

Installed 2 miles of million cable and 600 amp/200 amp back bone to the City of Lemon Grove

C724 | San Diego Gas & Electric | San Diego, CA

Installed a 1 mile of million primary cable, a new circuit from a substation to feed the military base.

Distribution Line C157 | San Diego Gas & Electric | San Diego, CA

Approximately 3.5 miles in total length 12kV pole replacement & reconductor

CCV1 | San Diego Gas & Electric | San Diego, CA

Approximately 4 miles in total length 4kV pole replacement & reconductor

Cir 221-222 Strategic Underground | San Diego Gas & Electric | Julian, CA

Overhead to Underground conversion

Cir 1030 Strategic Underground | San Diego Gas & Electric | Valley Center, CA

Overhead to Underground conversion for the city of Valley Center Ca



TRAINING &

CERTIFICATIONS

CA Cert Licensed C10 - Corp Certified

Barehand Training with San Diego
Gas & Electric

Transmission Rope Rescue

INDUSTRY INVOLVEMENT

Local Union 47 Membership

Jerome Reuben Rodriguez

Operations Manager / Superintendent

25 years of experience • Office-San Diego, CA

2021 – Present: Superintendent | Michels Pacific Energy, Inc | San Diego, CA

Coordinates all site construction activities and supervises all field personnel as required to successfully complete the project on schedule and within budget. This includes maintaining the highest quality, supervising all trade and field personnel, while administering good construction safety practices with all on-site activities.

2021: Construction Manager | Michels Pacific Energy, Inc. | Santa Clara, CA

Manage daily operations for transmission and distribution projects, monitor project costs and revenue from start to completion, provide point of contact for customer, maintain customer relationships, attend project pre-bid meetings and generate cost estimates for bid proposals.

2016 – 2021: Construction Manager | Par Electrical Contractors

Manage operations, crews, logistics, projects and subcontractors. Execute schedules, construction methods, best management practices and safety, adhere to compliance, provide construction work arounds, execute wire plans and quality. Wood to steel CNF, CMP, FIRM, Major projects, Transmission/Distribution UG, Transmission Wire Stringing, Distribution Wire Stringing.

2016: Foreman | Black and Veatch

Oversaw and ran a six-person transmission crew.

2005 – 2016: President/Owner | United Power Contractors, Inc.

Owned and operated a DBE transmission company. Day-to-day operations that included, but were not limited to: fielding, estimating, construction planning, schedules, logistics, procurement, promote safety, quality and production.

1998 – 2005: Lineman/Troubleman | San Diego Gas and Electric

Installed Underground and Overhead poles/powerlines on transmission and distribution. Transmission rope rescue/work certified. Transmission barehand certified. Troubleshooter.

PROJECT PROFILES

SDGE-South Bay Substation | Foreman

Install Buss, Equipment, OH Wires and grounding.

SDGE-Sunrise Powerlink 230kV and 500kV | Construction Manager

Erection of Lattice Steel Towers and 230kV Cable Poles. Helicopter operations - flying structures and conductors. 3B/2B Transmission wire pulls conventional and remote. OPGW/Marker Ball installations. Micropile Foundations and Helicopter TSAPS. 69kV Rebuild wood to steel and UG cable pulls. 12kV wood to steel and UG cable pulls. Sky crane operations.

SCE-Devers to Palo Verde 500kV | Construction Manager

500kV/TSP Tower Assembly and Erection - Conventional and Remote. Wire stringing and sagging - Conventional and Remote. OPGW/Marker Ball installations.

SCE-TRTP Segments 6, 11 and 11B 220kV-500kV | Construction Manager

500kV Tower/TSP Assembly and Erection - Conventional and Remote. Wire stringing and sagging - Conventional and Remote. OPGW/Marker Ball installations. Sky crane operations.

SCE-Ivanpah Solar Project 200kV | Construction Manager

230kV Tower Assembly and Erection - Conventional and Remote. 2B-Wire stringing and sagging - Conventional and Remote. OPGW/Marker Ball installations. Sky crane operations.



TRAINING & CERTIFICATIONS

OSHA 30

First Aid/CPR Certified

Lineman Training

Underground Training

Substation Technician Training

MV Splicing

Class A Commercial Driver's License

National Commission for the Certification of Crane Operators (NCCO) Training - Boom Truck and Hydraulic Cranes

Certified Rigger and Signalman

Competent Person Evacuation Training

NFPA 70E Certified

United States Navy 1991-1994

Shane Dolph

Superintendent

13 years of experience • Office-Santa Clara, CA

2021 – Present: Superintendent | Michels Pacific Energy, Inc | CA

Coordinates all site construction activities and supervises all field personnel as required to successfully complete the project on schedule and within budget. This includes maintaining the highest quality, supervising all trade and field personnel, while administering good construction safety practices with all on-site activities.

2020 – 2021: Superintendent | Source Power Services Inc

Oversee California operations constructing PG&E substations.

2012 – 2020: Superintendent | Cupertino Electric Inc | San Jose, CA

Oversee Nevada and California operations constructing brown/greenfield substations.

PROJECT PROFILES

Copper Mountain Solar (CMS 1,2,3,4) | Con ED/Sempra Energy | Boulder City, NV

CMS 3 including installation of more than one million solar photovoltaic (PV) modules on the 250MW solar project.

CMS 2 Gen-Tie and Substation included design/build new construction of substation at the 150MW thin-film solar photovoltaic (PV) plant. 230kV transmission line work included span of 1-1/2 miles to connect the solar farm's substation with an existing Phase 1 solar substation. (CMS-3 8-Man Crew - 20 months) (CMS-2 14-Man Crew - 6 Months)

Westside and Whitney Point Solar and Substations | NextaEra Energy | Five Points, CA

Both of these projects were EPC - Engineer, Procurement and Construction. Each site installation included a 20MW (AC) single-axis tracker, photovoltaic system. Solar installation included a 1500V system utilizing 2MW GE inverters. Construction of two 25MVA substations that included connections to existing PG&E transmission grid. (10-Man Crew - 8 Months)

Blythe - Colorado River Commission (CRC) | NEER | Blythe, CA

Brownfield upgrades included addition of new 34.5/230kV transformer, 4 BAAH, 2 capacitor banks, new static masts, foundations, trenwa, F/O and control wire upgrades to control house and NGR's. Scope also included critical upgrades for future greenfield additions. (16-Man Crew - 2 Years)

Mustang | Google | Reno & Henderson, NV

Project included construction of two 230kV greenfield substations that will power two 600mm data centers. (12-Man Crew - 21 Months)

Bell Haven Substation | Facebook | Menlo Park, CA

Scope included upgrade of 70kV to (2) 12.47 circuits, installation of (2) new 70kV/12.47 transformers with two capacitor banks and breakers, two feeder breakers and new control house. Project included strict/short outages as 24-hour connectivity was pertinent to the operation. (7-Man Crew - 14 Months)



TRAINING & CERTIFICATIONS

OSHA 20-Hour
First Aid/CPR Certified
Erosion and Sediment Control Lead Certified
Flagger Certified

EDUCATION

2013 Eastern Illinois University | Charleston, IL
Bachelor of Science - Applied Engineering and Technology

Jason (Jay) Ligotino

Senior Project Manager
18 years of experience • Office-San Diego, CA

2021 – Present: Senior Project Manager | Michels Pacific Energy | San Diego, CA

Responsible for estimating, planning, and coordinating projects. Assist with scheduling crews, materials, equipment, and subcontractors. Accountable for tracking job statistics, and reviewing and assessing job contracts. Day-to-day responsibilities include production scheduling, cost forecasting, project controls, invoicing, safety and environmental compliance, engineering liaison, and quality assurance and control.

2017 – 2021: Project Manager | Michels Corporation | Tumwater, WA

2013 – 2017: Project Engineer | The L.E Myers Co. | Decatur, IL

2011: Project Engineer Intern | Indeck Energy LLC

2008 – 2009: Fitter/Welder | Schulte Building Systems

2008: Maintenance Fabricator | Hodgson's Mill

2007 – 2008: Fitter/Welder | Brooklyn Iron

PROJECT PROFILES

Lewis & Clark Substation | PacifiCorp | Warrenton, OR
Installation of shoo fly and temporary power to PacifiCorp's industrial customers.

Canby Substation Transmission Connect | PacifiCorp | Canby and Alturas, CA

115kV and 69kV rebuild - installation of line side switches and tap line to substation.

Salish Coast Elementary School | Jefferson County PUD No. 1 | Port Townsend, WA

Installation of conductor and underground distribution.

7th & Discovery to Roundabout Conductor Installation | Jefferson County PUD No. 1 | Port Townsend, WA

New underground distribution work.

Mt. Angeles View Phase I | City of Port Angeles | Port Angeles, WA

Conversion of overhead 115kV transmission to underground with distribution circuits.

Reata Sub to Dallas Road Sub Transmission Line | City of Richland | Richland, WA

Installation of 3 miles 115kV transmission line utilizing single wood poles and steel structures that included a major highway crossing.

Faraday-Mt. Zion 345kV Transmission Line | Ameren Illinois | Dalton City and Zion, IL

New eight (8) mile transmission line

Faraday Substation | Ameren Illinois | Dalton City, IL

345kV Substation - Part of the Illinois River Program



TRAINING & CERTIFICATIONS

CHST - Board of Certified Safety Professional

D-2000 high angle rescue trained

Authorized gas detection trainer and technician

40-Hour HAZWOPER

First Responder Certified

First Aid/CPR/AED Certification

OSHA 500 - Trainer Course for the Construction Industry

OSHA 510 - OSHA Standards for Construction

EDUCATION

Columbia Southern University

Environmental and Occupational Safety

Lorne Vierra

HSE Manager

18 years of experience • Office-Santa Clara, CA

2021 – Present: HSE Manager | Michels Pacific Energy, Inc. | Santa Clara, CA

Manage HSE Coordinators (coaching, mentoring, directing work, and addressing complaints) and support field staff with problem solving and answering question. Assist operations with attending preconstruction meetings, reviewing safety specifications, and developing site specific safety plans. Advises management in matters of safety and health, and monitors day-to-day operations to ensure that the company's safety policies and procedures are followed.

2018 – 2021: HSE Safety Coordinator | Michels Pacific Energy, Inc. | Santa Clara, CA

2017 – 2018: Consulting and Service Account Manager | American Safety Services Inc. | Bakersfield, CA

2013 – 2017: Corporate Health and Safety Manager | Superior Tank Company Inc. | Bakersfield, CA

2012 – 2013: Site Safety Supervisor | Brinderson Constructors and Engineers Inc. | Costa Mesa, CA

2007 – 2012: Safety Sales and Service Account Manager | American Safety Services Inc. | Bakersfield, CA

VENDOR INFORMATION RESPONSE

*Vendors shall complete and return this form in their proposal.
If the proposal includes subcontractors, form must be completed for each subcontractor as well.*

1. VENDOR CONTACT INFORMATION

1.1 COMPANY NAME AND CONTACT INFORMATION:

The information provided in the table below shall be used for development of the contract, if awarded.

Requested Information	Response
Company Name:	Michels Pacific Energy, Inc
Company Street Address:	9245 Laguna Springs Dr. Suite 320
City, State, Zip Code:	Elk Grove, CA 95758
Telephone Number, including area code:	916-990-3310, 920-219-1245
Toll Free Number, including area code:	
Email Address:	bswatski@michels.us

1.2 CONTACT PERSON FOR QUESTIONS/CONTRACT NEGOTIATIONS

Requested Information	Response
Name:	SHANE LUND
Title:	GENERAL MANAGER
Address:	10721 TREENA ST. SUITE 110
City, State, Zip Code:	SAN DIEGO, CA 92131
Email Address:	SLUND@MICHELS.US
Telephone Number, including area code:	920-638-8380
Toll Free Number, including area code:	

VENDOR INFORMATION RESPONSE

2. VENDOR INFORMATION

2.1 Vendors shall provide an overall company profile in the following table:

Question	Response
Company Name:	Michels Pacific Energy, Inc
Ownership (sole proprietor, partnership, etc.):	Corporation
State of Incorporation:	California
Date of Incorporation:	2019
# of years in business:	5
List of top officers:	Ben Nelson, President, Cody Seilstad, Vice President,
Location of company headquarters, to include City and State:	5898 Silver Creek Valley Road
Location(s) of the office that shall provide the services described in this RFP:	10721 Treena St. Suite 110 San Diego, CA 92131
Number of employees locally with the expertise to support the requirements identified in this RFP:	25
Number of employees nationally with the expertise to support the requirements in this RFP:	>500
Location(s) from which employees shall be assigned for this project:	San Diego / Arizona

2.2 VENDOR LICENSING

2.2.1 **Please be advised:** Pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state shall register with the State of Nevada, Secretary of State’s Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

2.2.2 The selected vendor, prior to doing business in the State of Nevada, shall be appropriately licensed by the State of Nevada, Secretary of State’s Office pursuant to NRS 76. Information regarding the Nevada Business License can be located at <http://nvsos.gov>.

Question	Response				
Nevada Business License Number:	0088647				
Legal Entity Name:	Michels Pacific Energy, Inc				
Is the Legal Entity Name the same name as vendor is Doing Business As (DBA)?	<table border="1"> <tr> <td>Yes</td> <td><input checked="" type="radio"/></td> <td>No</td> <td><input type="radio"/></td> </tr> </table>	Yes	<input checked="" type="radio"/>	No	<input type="radio"/>
Yes	<input checked="" type="radio"/>	No	<input type="radio"/>		
If the answer is ‘No’, provide explanation below:					

VENDOR INFORMATION RESPONSE

2.3 STATE OF NEVADA EXPERIENCE

Question	Response			
Has the vendor ever been engaged under contract by any State of Nevada agency?	Yes	<input type="radio"/>	No	<input checked="" type="radio"/>

2.3.1 If 'Yes', complete the following table for each State agency for whom the work was performed.

2.3.2 Table can be duplicated for each contract being identified.

Question	Response
State Agency Name:	
State Agency Contact Name:	
Dates Services Were Performed:	
Type of Duties Performed:	
Total Dollar Value of the Contract:	

2.4 CURRENT OR FORMER EMPLOYEE

Question	Response			
Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?	Yes	<input type="radio"/>	No	<input checked="" type="radio"/>
If 'Yes', please explain when the employee is planning to render services; i.e., while on annual leave, compensatory time, or on their own time?				

2.4.1 If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response to this RFP, and specify the services that each person shall be expected to perform.

2.5 PRIOR OR ONGOING CONTRACTUAL ISSUES

2.5.1 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity.

2.5.2 Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP shall also be disclosed.

Question	Response			
Does any of the above apply to your company?	Yes	<input type="radio"/>	No	<input checked="" type="radio"/>

2.5.3 If 'Yes', please provide the information in the table below.

2.5.4 Table can be duplicated for each issue being identified.

VENDOR INFORMATION RESPONSE

Question	Response	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, or litigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

3. PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD


Using agencies may desire to use a Procurement Card as a method of payment to vendors.

PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD			
Question	Response		
Please indicate if you will accept this method of payment?	Yes	<input type="radio"/>	No <input checked="" type="checkbox"/>

4. NAME OF INDIVIDUAL AUTHORIZED TO BIND THE ORGANIZATION

Requested Information	Response
Name:	Ben Nelson
Title:	President

4.1 SIGNATURE OF INDIVIDUAL AUTHORIZED TO BIND THE VENDOR


Individual shall be legally authorized to bind the vendor per NRS 333.337	
Signature:	
Date:	12/12/24

VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

1. Any and all prices that may be charged under the terms of the contract do not and shall not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
2. All proposed capabilities can be demonstrated by the vendor.
3. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
4. All proposal terms, including prices, shall remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, shall remain in effect throughout the contract negotiation process.
5. No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals shall be made in good faith and without collusion.
6. All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion shall be in writing and included in the proposal at the time of submission.
7. Each vendor shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict shall be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest shall automatically result in the disqualification of a vendor's proposal. An award shall not be made where a conflict of interest exists. The State shall determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
8. All employees assigned to the project are authorized to work in this country.
9. The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or disability of another nature.
10. The company has a written policy regarding compliance for maintaining a drug-free workplace.
11. Vendor understands and acknowledges that the representations within their proposal are material and important and shall be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
12. Vendor shall certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.

The proposal shall be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Company Name:	Michels Pacific Energy, Inc
Print Name:	Brian Swatski
Signature:	
Date:	12/12/24

CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION


Submitted proposals, which are marked confidential in their entirety, or those in which a significant portion of the submitted proposal is marked confidential shall not be accepted by the State of Nevada. Pursuant to NRS 333.333, only proprietary information may be labeled a trade secret as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendor proposals become public information.

In accordance with the submittal instructions of this RFP, vendors are requested to submit confidential information in separate files flagged as confidential in NevadaEPro.

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling requirements, proposals shall be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that shall be in an open meeting format, the proposals shall remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act shall constitute a complete waiver, and all submitted information shall become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

If this proposal contains Confidential Information, Trade Secrets and/or Proprietary information. Please initial the appropriate response in the boxes below and provide the justification for confidential status. Attached additional pages if necessary.

Proprietary Information		Yes	X	No	<input type="radio"/>
Justification for Confidential Status:	Company Financial Information				
Company Name:	Michels Pacific Energy, Inc				
Signature:					
Print Name:	Brian Swatski				
Date:	12/12 /24				


CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:	Michels Pacific Energy, Inc
Project Title:	S3056 Maintenance and Testing Labor Support
Print Name of Official Authorized to Sign Application:	Brian Swatski
Signature of Official Authorized to Sign Application:	
Date:	12/12/24