

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM A
FOR MEETING OF FEBRUARY 11, 2025**

SUBJECT: Roll Call / Conformance to Open Meeting Law.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

Announcement of actions taken to conform to the Open Meeting Law will be reported at the meeting.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM B
FOR MEETING OF FEBRUARY 11, 2025**

SUBJECT: Comments from the public. Members of the public are invited to comment on items on the meeting agenda. (No action may be taken on a matter raised during public comment until the matter itself has been specifically included on an agenda as an item for possible action).
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM C
FOR MEETING OF FEBRUARY 11, 2025**

SUBJECT: <i>For Possible Action:</i> Approval of minutes of the December 10, 2024, meeting.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

The minutes of the December 10, 2024, meeting is enclosed for your review.

The Colorado River Commission of Nevada (Commission) meeting was held at 1:32 p.m. on Tuesday, December 10, 2024, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, NV 89155.

COMMISSIONERS IN ATTENDANCE

Chairwoman
Commissioner
Commissioner
Commissioner

Puoy K. Premsrirut
Marilyn Kirkpatrick
Dan Stewart
Steve Walton

COMMISSIONERS PRESENT VIA TELECONFERENCE

Vice Chairwoman
Commissioner
Commissioner

Kara J. Kelley
Allen J. Puliz
Cody Winterton

DEPUTY ATTORNEY(S) GENERAL

Special Counsel, Attorney General
Special Counsel, Attorney General

Michelle D. Briggs
David W Newton

COMMISSION STAFF IN ATTENDANCE

Executive Director
Senior Assistant Director
Chief of Finance and Administration
Assistant Director, Engineering and Operations
Assistant Director, Energy Information Systems
Assistant Director, Hydropower
Assistant Director, Natural Resources
Natural Resource Specialist
Chief Accountant
Power Systems Operations Manager
Hydropower Program Manager
Senior Energy Accountant
Senior Energy Accountant
Hydropower Analyst
System Coordinator
Application Specialist
Executive Assistant Manager
Office Manager
Administrative Assistant IV
Administrative Assistant III
Administrative Assistant II
Administrative Assistant II

Eric Witkoski
Sara Price
Douglas N. Beatty
Shae Pelkowski
Kaleb Hall
Gail Bates
Warren Turkett, Ph.D.
Danielle Collins
Gail L. Benton
Walter Shupe
Craig Pyper
Hyelim Hong
Andrew Weart
Elissa Emery
Chris Smith
John Sagmani
Gina L. Goodman
Noah Fischel
Elsa Nava
Tamisha Randolph
Joshua Cleveland
Bobbie Hickman

OTHERS PRESENT: REPRESENTING

City Of Henderson
Lincoln County Power District
Legislative Counsel Bureau
NV Energy
Southern Nevada Water Authority
Self
Self

Becky Reese
Dane Bradfield
Justin Luna
Abigail Watkins
Scott Krantz
Alicia Ashcraft
George Caan

DRAFT

COLORADO RIVER COMMISSION OF NEVADA

MEETING OF

DECEMBER 10, 2024

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The Colorado River Commission of Nevada (Commission) meeting was called to order by Chairwoman Premsrirut at 1:33 p.m., followed by the pledge of allegiance.

A. Conformance to Open Meeting Law.

Executive Director, Eric Witkoski confirmed that the meeting was posted in compliance with the Open Meeting Law.

B. Comments from the public. Members of the public are invited to comment on items on the meeting agenda or on items not contained therein. No action may be taken on a matter raised during public comment until the matter itself has been specifically included on an agenda as an item for possible action.

Chairwoman Premsrirut asked if there were any comments from the public. There were none.

C. For Possible Action: Approval of minutes of the November 12, 2024, meeting.

Commissioner Stewart moved for approval the minutes of the November 12, 2024, meeting. The motion was seconded by Commissioner Walton and approved by unanimous vote of those present.

D. For Possible Action: By the Colorado River Commission of Nevada (Commission) to adjust the amount of collateral posted by the Commission's retail industrial contractors for Calendar Year 2025.

The Commission discussed the annual adjustment of collateral amounts for its retail industrial contractors at the BMI complex to protect against financial risks, as required by Commission regulations. Mr. Witkoski introduced the item, and Assistant Director of Hydropower Gail Bates presented the details. Collateral amounts, set at a minimum of 25% of contractors' gross annual purchases, were reviewed based on payment history and calculated for the 2025 calendar year. The proposed amounts were as follows: Lhoist North America (\$23,568.23), TIMET (\$596,523.63), EMD (\$610,574.69), Olin Chlor Alkali (\$36,423.10), and Henderson UC LLC (\$3,563.79). All amounts reflected decreases, with Henderson UC LLC seeing a significant reduction due to inheriting a high collateral requirement from Basic Water Company in a prior transaction.

Chairwoman Premsrirut noted that collateral adjustments rarely differ from the minimum unless substantial credit or payment issues arise, which was not the case this year. Ms. Bates confirmed that no late payment patterns or increased load projections justified higher collateral, and contractors had the flexibility to provide collateral in cash or letters of credit. The motion to approve the proposed adjustments was made by Commissioner Marilyn Kirkpatrick, seconded by Commissioner Steve Walton, and passed unanimously. The record also noted Commissioner Kirkpatrick's presence.

E. For Possible Action: To approve Amendment No. 3 for Contract No. LS-20-02 between the Colorado River Commission of Nevada and Summit Line Construction, Inc for labor services related to Transmission and Distribution System Support Services to extend the contract until May 1, 2025.

The Commission considered an extension to contract LS-20-02 between the Colorado River Commission of Nevada and Summit Line Construction, Inc. for labor services related to transmission and distribution system support. Mr. Witkoski explained that the extension, via Amendment 3, would extend the contract until May 1, 2025, providing time to complete an RFP process and negotiate a new contract. He clarified that the amendment involved no changes to the material terms of the agreement.

Chairwoman Premsrirut confirmed this understanding and asked if any other commissioners had questions or comments, but none were raised. Commissioner Kirkpatrick moved to approve the amendment, and Commissioner Stewart seconded. The motion passed unanimously.

F. For Possible Action: To approve Amendment No. 1 to Joint Management Agreement (Contract No. P18-JMA) among the Colorado River Commission of Nevada and customers at the Black Mountain Industrial Complex that includes:

- **Henderson WC LLC**
- **Lhoist North America of Arizona Inc.**
- **Pioneer Americas LLC d/b/a Olin Chlor Alkali Products**
- **Titanium Metals Corporation**
- **EMD Acquisition d/b/a Borman Specialty Material.**

The Commission reviewed Amendment 1 to the Joint Management Agreement (JMA), Contract P18-JMA, involving the Colorado River Commission of Nevada and contractors at the Black Mountain Industrial Complex, including Henderson WWC LLC, Lhoist North America of Arizona Inc., Pioneer Americas LLC (Olin Chlor Alkali Products), Titanium Metals Corporation (TIMET), and EMD (Borman Specialty Materials). Mr. Witkoski explained that the JMA, originally established in 2021, outlines the sharing of expenses and revenues among contractors and allows energy pooling to balance excess and shortfalls in energy within the complex before external sales. Since regulations limit such agreements to three years, the amendment seeks to extend the JMA for another three-year term.

Ms. Bates elaborated, confirming that the agreement functions smoothly without any issues and involves no changes to its terms or operations. Chairwoman Premsrirut inquired about past performance, and Ms. Bates clarified the absence of any problems.

Commissioner Walton moved to approve the amendment, with Commissioner Stewart seconding. The motion carried unanimously.

G. *For Possible Action:* To approve Contract No. P08-TINF between the Colorado River Commission of Nevada and Valley Electric Association, Inc., for Electricity Transmission Services over the Parker-Davis Project Southern Nevada Facilities

The Commission reviewed Contract P08-TINF between the Colorado River Commission of Nevada and Valley Electric Association, Inc. for electric transmission services over the Parker Davis Project, Southern Nevada facilities. Mr. Witkoski introduced the item, and Ms. Bates provided details. She explained that the Commission purchases transmission from the Western Area Power Administration over the Parker Davis Project, which includes 230kV lines extending from the Mead Substation in Boulder City to the BMI complex in Henderson. Along this route, interconnection points with Boulder City and Valley Electric Association exist at Boulder City Tap and Amargosa Substation, respectively.

To ensure cost recovery for capital and maintenance expenses related to these interconnections, the Commission required Boulder City and Valley Electric Association to enter transmission agreements as a condition for renewing the SLCAIP contract. While Boulder City already fulfilled this condition through an existing agreement, the current contract with Valley Electric Association completes the requirement.

Commissioner Kirkpatrick commended the staff for streamlining such contracts, noting the absence of public opposition, which was common in earlier years. She made a motion to approve the contract, seconded by Commissioner Walton. The motion passed unanimously.

H. *For Information Only:* Update on budget submitted for the FY 2026 and FY 2027 and related matters and upcoming 2025 Legislative session.

The Commission received an informational update on the budget submittal process for fiscal years 2026 and 2027, along with related matters concerning the upcoming 2025 legislative session. Mr. Witkoski introduced the item, and Mr. Doug Beatty provided details.

Mr. Beatty reported that the Governor's Finance Office (GFO) and the Legislative Counsel Bureau (LCB) Fiscal Analysis Division had completed their review of the Commission's base budgets, with minor adjustments that were agreed upon by all parties. The final base budgets have been approved by both GFO and LCB. Additionally, questions on enhancement units were recently addressed, with clarifications provided to the Governor's Finance Office regarding the rationale for specific enhancement requests.

Mr. Beatty anticipated no further follow-up from the Governor's offices before the legislative session. However, during legislative hearings, questions from legislators about customer-requested and funded projects are expected. The Commission will notify customers about hearing dates so they can provide support if needed.

Chairwoman Premsrirut expressed appreciation for Mr. Beatty's diligent and efficient handling of the budget process, ensuring smooth communication with all stakeholders. This agenda item was for informational purposes only, and no action was required.

I. *For Information Only: Update on pending legal matters, including Federal Energy Regulatory Commission, Public Utilities Commission of Nevada filings and Federal Legislation.*

The Commission received an informational update on pending legal matters, focusing primarily on the status of the "Help the Hoover Dam Act." Mr. Witkoski explained that the Act, which could direct up to \$50 million for immediate use at Hoover Dam as run into an issue due to a Congressional Budget Office (CBO) scoring issue. Although the funds exist and are sourced from customers rather than the Treasury, the CBO treats them as federal funds.

In response to Chairwoman Premisrur's inquiry, Mr. Witkoski noted that Staff plans to pursue both legislative and administrative strategies, including collaboration with the Bureau of Reclamation. Commissioner Kirkpatrick inquired about coordination with the Governor's office and lobbyists. Mr. Witkoski confirmed engagement was occurring. Discussions have included attaching the Act to public lands or natural resource legislation before the end of the year. Commissioner Kirkpatrick suggested leveraging Nevada representatives on finance committees to address the scoring issue.

This agenda item was for informational purposes only, and no action was required.

J. *For Information Only: Status update from Staff on the hydrological conditions, drought, and climate of the Colorado River Basin, Nevada's consumptive use of Colorado River water, basin negotiations, impacts on hydropower generation, electrical construction activities and other developments on the Colorado River.*

The Commission received an update on hydrological conditions, water use, basin negotiations, hydropower generation, and electrical infrastructure projects along the Colorado River.

Dr. Warren Turkett provided an overview of current hydrological conditions in the Upper Basin. November precipitation was 114% of average, contributing to a strong cumulative water year total of 113% of average. A late-November storm significantly increased snowpack levels, though dry conditions have prevailed since. The snowpack is currently at 95% of the median, and runoff projections for water year 2025 are at 8.7 million acre-feet, or 91% of average. These improved conditions have led to operational adjustments, with anticipated releases from Lake Powell increasing from 7.48 million to 9 million acre-feet in 2026. This change would reduce Lake Powell's levels by 14 feet but raise Lake Mead's levels by 17 feet, benefiting downstream storage.

Dr. Turkett also reported on Nevada's water use, which totaled 188,587 acre-feet from January to October 2024—a 6% decrease compared to the three-year average. In response to a question from Chairwoman Premisrur, Dr. Turkett explained that artificial intelligence (AI) is being studied for improving runoff forecasts but is not yet integrated into the 24-month operational studies. (Attachment A)

Following Dr. Turkett’s presentation, Mr. Shae Pelkowski provided an update on the Commission’s electrical construction activities. He outlined a range of ongoing and planned projects aimed at modernizing aging infrastructure, including cable and relay replacements, communications upgrades, and equipment updates. Many of the systems are 20–30 years old and require significant investment to maintain reliability. A graphical overview showed that 14 projects are planned for 2025, with forecasts extending to 2034.

Mr. Pelkowski emphasized that the project list is dynamic, with new items added weekly as needs evolve. He also highlighted staffing limitations, noting that the engineering team consists of only two individuals, which constrains the pace of project scoping and execution. Chairwoman Premsrirut and Commissioner Kirkpatrick discussed the importance of aligning project priorities with available staffing and funding resources.

The Commissioners praised the staff for their diligence and the comprehensive data presented. This agenda item was for informational purposes, and no action was required.

K. Comments from the public. Members of the public are invited to comment on items on the meeting agenda or on items not contained therein. No action may be taken on a matter raised during public comment until the matter itself has been specifically included on the agenda as an item for possible action.

Chairwoman Premsrirut asked if there were any comments from any member of the public present in the Chamber or any member of the public participating remotely that wish to address the Commission. There were none.

L. Comments and questions from the Commission members.

Chairwoman Premsrirut asked if there were any comments or questions from the Commission members. There were none.

M. Selection of the next possible meeting date .

The next meeting is tentatively scheduled for 1:30 p.m. on February 11, 2025, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada 89155.

N. Adjournment .

The meeting was adjourned at 2:14 p.m.

Eric Witkoski, Executive Director

APPROVED:

Puoy K. Premsrirut, Chairwoman

Colorado River Commission of Nevada

Hydrology and River Updates

Warren Turkett

December 10, 2024

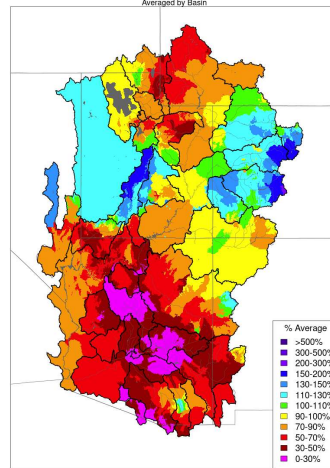


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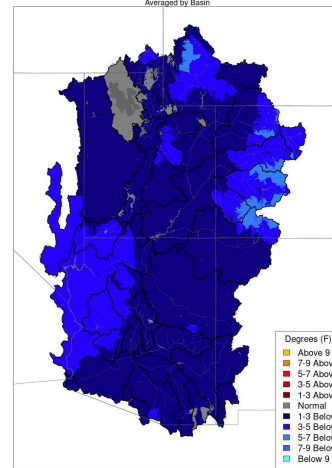
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Precipitation and Temperature

Monthly Precipitation - November 2024
Averaged by Basin



Max Temp - Monthly Deviation - November 2024
Averaged by Basin

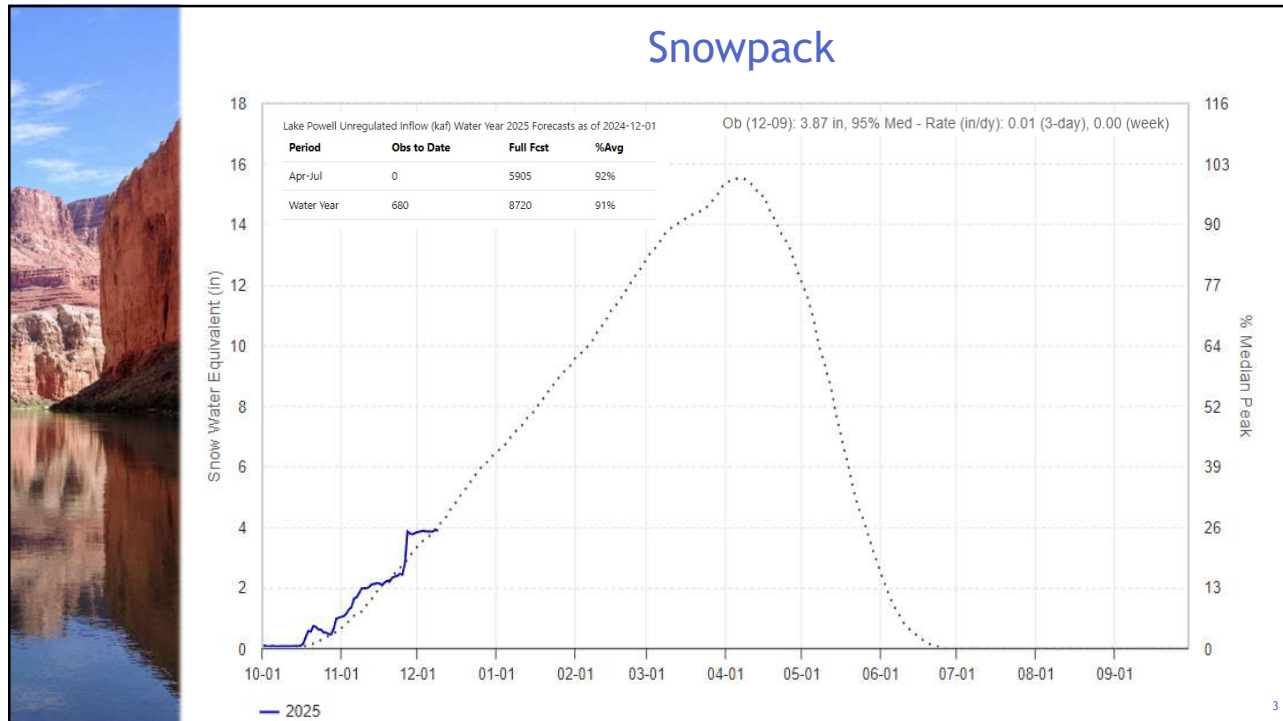


Lake Powell %Average Precipitation Water Year 2025

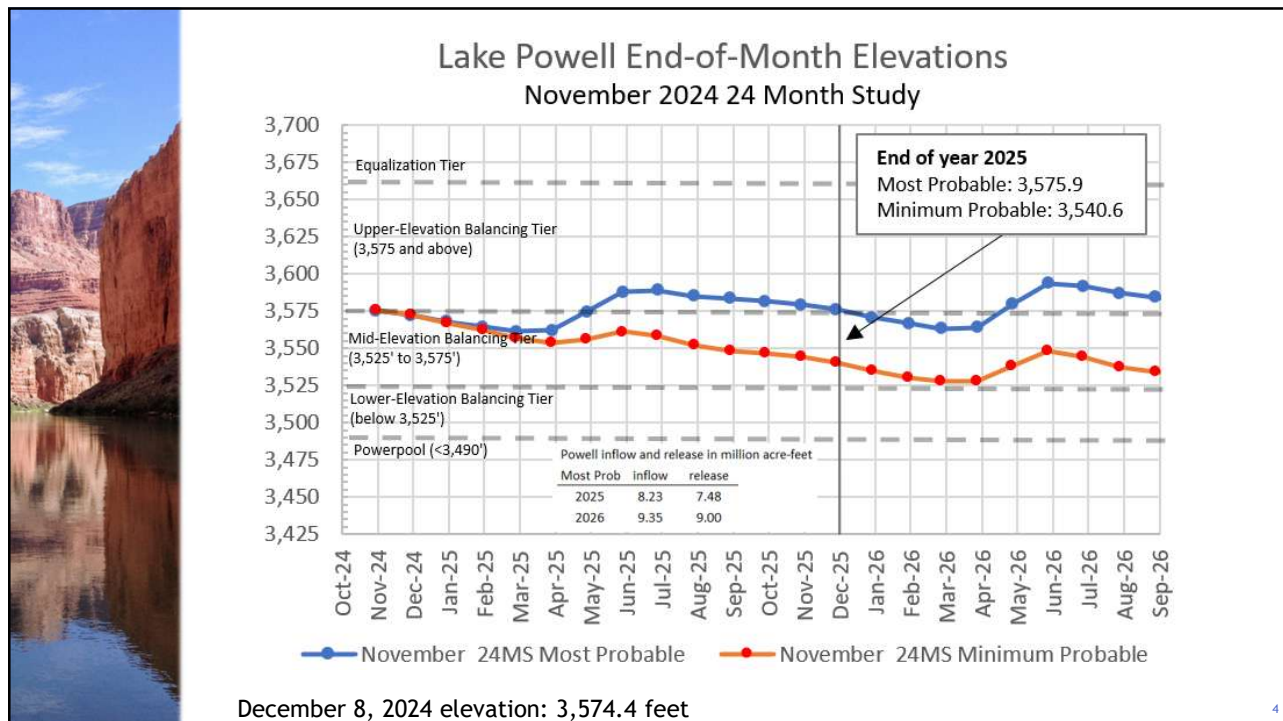
Area	Oct	Nov	Water Year
UC-Powell	111	114	113

2

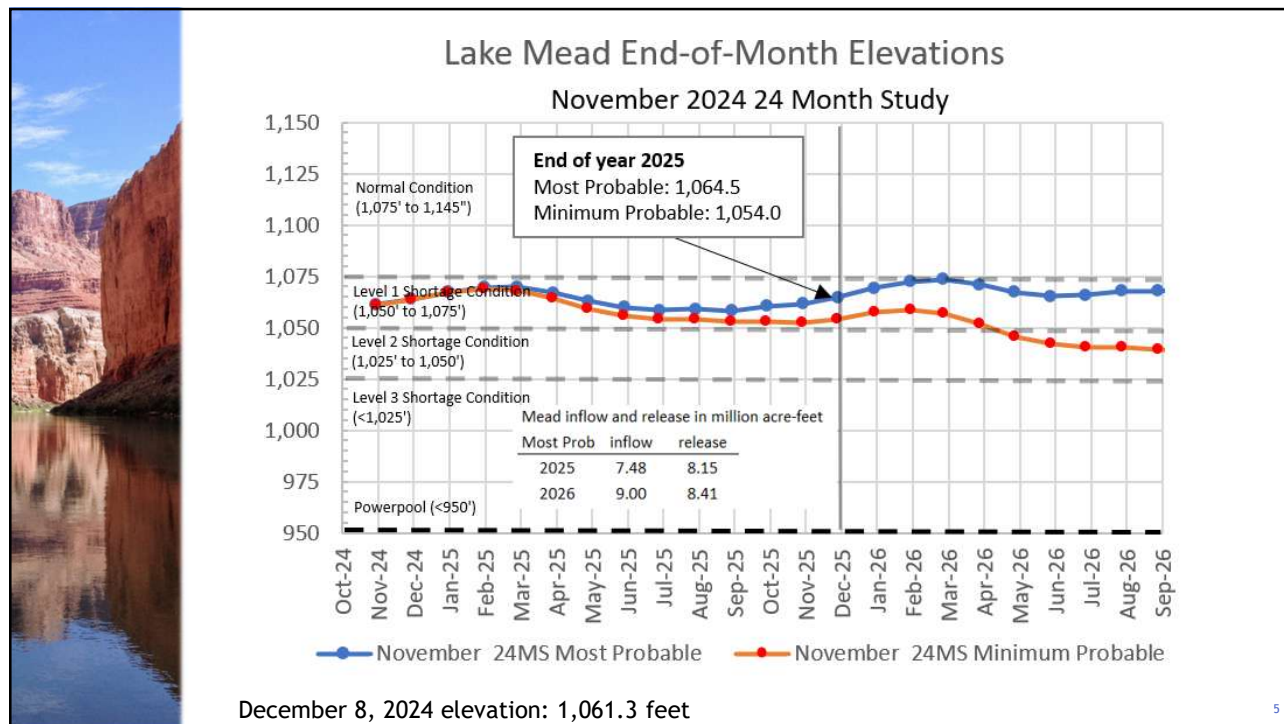
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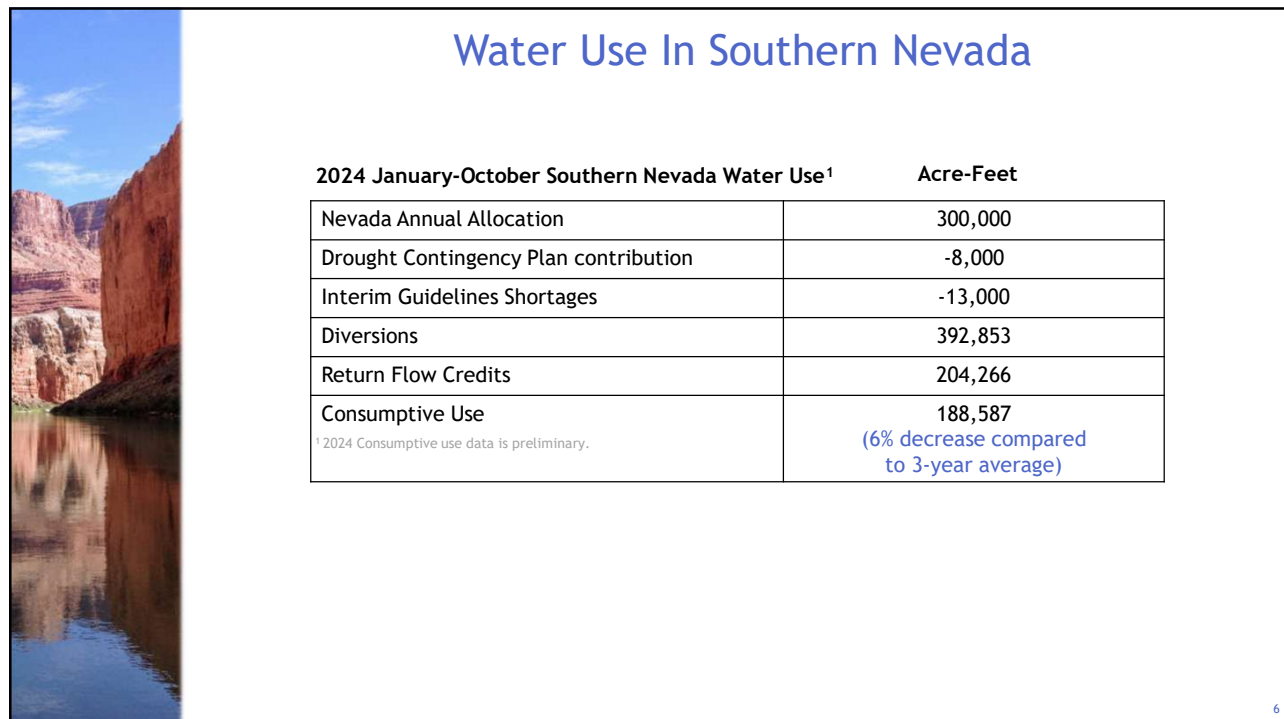
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**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM D
FOR MEETING OF FEBRUARY 11, 2025**

SUBJECT: <i>For Possible Action:</i> Selection of Vice Chair of the Commission.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF
NEVADA AGENDA ITEM E
FOR MEETING OF FEBRUARY 11, 2025**

SUBJECT: *For Possible Action:* Approval of Contract No. ES-25-01 between successful bidder, Archer Energy Solutions LLC, and the Colorado River Commission of Nevada, based on Bid Solicitation No. 69CRC-S3055 for Operation Technology Cybersecurity Risk Assessment for the Commission's operations in the amount of \$74,360 and authorize a change order contingency amount not to exceed \$7,640 for total contract amount not to exceed \$82,000.

RELATED TO AGENDA ITEM:
Item F.

RECOMMENDATION OR RECOMMENDED MOTION: Staff recommend the CRCNV approve the contract so the required risk assessment may be performed as required by the Legislative Audit.

FISCAL IMPACT:
None.

STAFF COMMENTS AND BACKGROUND:

A. Background for Contract

In September 2024, the Legislative Auditor reported to the Legislative Commission the results of its audit of the CRCNV. One of the recommendations that Staff accepted was that the CRCNV, *"Perform and document a formal IT risk assessment covering the main CRC network and Power Delivery Project IT operations and ensure sensitive IT systems are identified."* Recommendation #8.

The Staff checked with the Nevada's Office of Chief Information Officer (OCIO) and they did not have the expertise to perform the Operation Technology Cybersecurity Risk Assessment for the Power Delivery Group's (PDP) operations. After review, Staff believes it would be best to have an independent evaluation for the risk assessment of the CRC's PDP systems and operations.

Staff issued a Request for Proposals and received 9 bids for the Operation Technology Cybersecurity Risk Assessment.

After evaluating the numerous bids, Staff recommends the Commission enter a contract with Archer Energy Solutions LLC to perform an Operation Technology Cybersecurity Risk Assessment for PDP's operations.

B. Proposed Contract

The proposed contract with Archer Energy Solutions LLC is for an amount of \$74,360 for the Operation Technology Cybersecurity Risk Assessment for PDP's operations. The staff is recommending approving a contingency amount not to exceed \$7,640 for a total contract not to exceed \$82,000.

C. Staff's Recommendation

Staff recommend the CRCNV approve the contract so the required risk assessment may be performed as required by the Legislative Audit.

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
Fax:	N/A
Email:	SPELKOWSKI@CRC.NV.GOV

Contractor Name:	ARCHER ENERGY SOLUTIONS LLC
Address:	12042 SE SUNNYSIDE RD, SUITE 292
City, State, Zip Code:	CLACKAMAS, OREGON 97015
Contact:	STACY BRESLER
Phone:	503-789-5515
Fax:	N/A
Email:	S.BRESLER@ARCHERINT.COM

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

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

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.
 - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
 - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
 - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

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

Effective from:	03/11/2025	To:	03/11/2029
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	SCOPE OF WORK
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	STATE SOLICITATION #69CRC-S3055
ATTACHMENT DD:	VENDOR PROPOSAL

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

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

\$74,360	per	Contract
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Total Contract or installments payable at:	Monthly Invoicing for actual time up to Contract Not to Exceed
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Total Contract Not to Exceed:	\$82,000
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

9. INSPECTION & AUDIT.

- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
 - 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or

- 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

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

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

- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

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

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

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

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

- B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State.

Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.

- 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

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

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

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

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in 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.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and 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.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - A. Any federal, state, county or local agency, legislature, commission, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

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

26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

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

	01/24/2025	Managing Partner
_____ Independent Contractor's Signature	_____ Date	_____ Independent Contractor's Title

	2/3/2025	Executive Director
_____ Eric Witkoski State of Nevada Authorized Signature	_____ Date	_____ Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

_____ Michelle Briggs Special Counsel for Attorney General	On: _____ Date
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Attachment AA

Scope of Work

COLORADO RIVER COMMISSION OF NEVADA

OT Cybersecurity Risk Assessment

SCOPE OF WORK

OCTOBER 2024

REVISION 0



Revisions

<u>REVISION</u>	<u>DESCRIPTION</u>	<u>DATE</u>
0	INITIAL ISSUE	10/30/2024

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01 00 00 – GENERAL REQUIREMENTS

01 11 00 - SUMMARY OF WORK

1. Project Description

- a. The Colorado River Commission of Nevada (CRCNV, Owner) Power Delivery Group (PDG) and Information Technology (IT) Group are undertaking a project to perform a cybersecurity risk assessment of its Operational Technology (OT) network.
- b. 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.
- c. There are currently five networks in existence at the main control room site. These networks are the following:
 - i. CorpNet
 1. State of Nevada Information Technology (IT) Network
 2. Managed by CRCNV IT Group
 - ii. ManageNet
 1. Ciena Switch Ring Network Management
 2. Managed jointly by CRCNV IT Group and PDG
 - iii. SCADANet
 1. Survalent SCADA System Network
 2. Protection Relays
 3. Communications Processors
 4. PLCs
 5. Managed jointly by CRCNV IT Group and PDG
 - iv. RevNet
 1. Schneider Electric Revenue Metering Network
 2. ION Revenue Meters
 3. Managed jointly by CRCNV IT Group and PDG
 - v. Wonderware Modbus Plus Network

1. Original SCADA System Network
2. Managed by CRCNV PDG
- d. Our networks spread over a large area and can ride near other traffic unrelated to CRCNV, notably riding on the Southern Nevada Water Authority's (SNWA) networks.
- e. There are multiple data transfer points between other regional utilities, including the Western Area Power Administration (WAPA), Southern Nevada Water Authority (SNWA), Clark County Water Reclamation District (CCWRD) and the City of Las Vegas (COLV)

2. Project Objective

- a. The objective of this project is to comprehensively identify potential risks to our existing networks in their current configuration and provide a summary report with actionable solutions identified for management with estimated solution complexity, costs, and timelines for implementation.

3. Scope of Work

- a. The assessment should include information security guidance that is aligned with industry standards, best practices and methodologies outlined in National Institute for Standards and Technology (NIST), Cyber Security Framework (CSF), ISO/IEC, IEEE, IEC, CIGRE etc.
- b. The following shall be performed as a part of the risk assessment:
 - i. Preliminary Network Mapping
 1. Contractor shall perform their own mapping of the network and OT infrastructure prior to the start of penetration and perimeter testing.
 2. This shall include on-site visits for discussions with the various stakeholders, collection of pertinent data whether it be drawings or in field data collection.
 3. All testing and reporting shall be done referencing this network document.
 4. At the end of the project this document should be finalized and issued to Owner as a .DWG CADD file as well as a PDF.
 - ii. Penetration Testing

1. Includes the entire perimeter and any critical systems, this includes both the internal (LAN to LAN) and external (public-facing) perimeters.
2. Should include penetration testing from multiple physical sites and network points with connections to our network (SNWA, CCWRD, etc.)

iii. Perimeter Testing

1. Includes the entire perimeter and any critical systems, this includes both the internal (LAN to LAN) and external (public-facing) perimeters.
2. Firewalls, authentication servers, etc. should be included in the testing.
3. Perform an in-depth cybersecurity vulnerability assessment and penetration testing of infrastructure of
 - a. Internal network – all internal systems including routers, switches, physical and virtual servers, data storage infrastructure, and public computers and other connected IT devices: including all Demilitarized (DMZ) systems to include flow of controls from external and internal systems.
 - b. External network - all external public-facing systems including firewalls, FTP, web servers, and web service interface points.
4. Enumerate systems on the network and validate them against known systems. Identify any unknown or unexpected systems.
5. Scan network systems and mainframe for potential vulnerabilities. Owner will provide the network ranges and any network/host exemptions to these scans.
6. Identify, analyze, and confirm vulnerabilities. It is expected that qualified Contractor personnel will know how to look deeper into potential vulnerabilities for other security holes, misconfigurations, and other problems to follow the vulnerability to its end. It is expected that the Contractor will

share method and process (i.e., e-mail's screen shots, files, etc.) of successful penetration in addition to a list of open ports, missing patches, or possible vulnerabilities.

7. The Contractor shall conduct security risk assessment scans on 5 mission-critical applications. All vulnerabilities reported as Critical/High shall be detailed in the 'Findings' section of the final deliverable. A complete list of vulnerabilities shall be provided in a separate appendix. Each vulnerability or risk identified shall be categorized as a Critical/High, Medium, or Low.
8. The Contractor shall attempt to capture user credentials through industry best practices and common threat vectors.
9. User Privilege Escalation: Throughout the assessment, the Contractor shall attempt to complete user privilege escalations in order to further compromise, or demonstrate the effectiveness of, the security of established controls within Owner's environment. This testing will assist in determining if access control systems are effectively enforcing user access and permission levels are configured correctly based on job function.
10. Segmentation Testing: The Contractor shall test the segmentation controls of all segregated network segments from a sample of completely isolated/segmented networks (ensuring that each type of segmentation point is represented, such as firewalls, VLAN on switch, etc.).
11. Wireless Scanning (both private and guest): The service provider shall identify rogue wireless devices and additional security architecture weaknesses related to the wireless networks.
12. Applications
 - a. Provide authenticated application vulnerability scanning and penetration testing (At a minimum, the test should include OWASP Top 10). The security service

- provider will conduct security risk assessment scans on 5 external facing applications.
- b. Identify application security vulnerabilities and perform active exploit through identified vulnerabilities (Note: Exploit should stop at the point of proof of compromise but not causing any business interruption).
13. Database Assessment: We have approximately four database servers. In the database assessment phase, the Contractor shall take the following actions:
- a. Assess the databases to look for common vulnerabilities such as buffer overflows, default accounts, or default permissions on database objects such as tables, views, and stored procedures.
14. Look for erroneous configurations that may lead to information leaks, theft of data, or even intrusion and denial of service attacks.
15. Examine several key functional areas that may include but not be limited to:
- a. Authentication and Authorization to Control Database Access
 - b. Password Complexity Verification
 - c. Restriction of access rights to privileged user IDs to least privileges necessary to perform job responsibilities.
 - d. Server Security
 - e. Database Connections
 - f. Table Access Control
 - g. Encryption Usage
 - h. Certificate Application
16. Brute Force Attack: The Contractor shall conduct a brute force attack to check for weak passwords. The objective of this test is to confirm whether passwords are meeting security best practices.

- iv. Physical Security: Evaluate the physical access controls to critical IT and OT infrastructure.
- v. Once the risk assessment and testing has been completed, the Contractor must remove all backdoors, software, and personnel access utilized for the project, and scrub any trace of test from the Owner's infrastructure.
- c. In addition to the risk assessment, an additional assessment shall be performed regarding the CRCNV PDG's current state of compliance with applicable NERC CIP standards for the following NERC Function Type(s):
 - i. Transmission Owner (TO)
 - ii. Transmission Operator (TOP)
 - iii. Transmission Planner (TP)
 - iv. Transmission Service Provider (TSP)
 - v. Planning Authority / Planning Coordinator
 - vi. Distribution Provider
 - vii. Reliability Coordinator

4. Required Deliverables

- a. Cybersecurity Risk Assessment Report
 - i. Executive Summary
 - 1. Overall Report Results
 - 2. Key Risk Areas
 - 3. Maturity level score card against NIST CSF
 - 4. Strategic Recommendations
 - 5. NERC CIP Assessment Conclusions
 - ii. Report Details
 - 1. Assessment Methodology
 - 2. Detailed assessment results in both written and spreadsheet (Excel) format.
 - 3. Detailed score card for each NIST CSF subcategory
 - 4. NERC CIP Assessment broken down by Functional Type and NERC CIP Standard requirements
 - iii. Recommendations
 - 1. Risk Assessment

- a. Immediate remedies
 - i. Should identify issues that are simple to implement and will have a positive impact on NIST scoring.
 - ii. Should be presented in a risk-ranked format with complexity, cost, and timeline rankings
- b. Long-term remedies
 - i. Should identify issues that are complex to implement, require funding sources to be secured, and will have a significant positive impact on NIST scoring and the overall health of the Owner's system.
 - ii. Should be presented in a risk-ranked format with complexity, cost, and timeline rankings

2. NERC CIP Assessment

- a. Provide a list of requirements identified by each individual NERC CIP standard and provide guidance on current compliance with the requirements.
- b. If compliance is lacking, provided recommended actions and mitigation methods to bring Owner into compliance assuming the associated NERC Functional Type was in effect.

iv. Project Plan

- 1. Identification of security projects based on individual or combined remedies as noted above in the recommendations section, with detailed activities and action plans.
- 2. Should include at a minimum the following:
 - a. Project Description
 - b. Priority (based on NIST benefit impact)
 - c. Risk Rank
 - d. Complexity
 - e. Cost
 - f. Timeline

b. Network Mapping

- i. Utilize drawing in references inside the report for consistent and agreed upon network perimeters
- ii. CADD (.DWG) File of Network Map
- iii. PDF File of Network Map

Attachment BB

Insurance Schedule

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 and Contractor is free to purchase additional insurance as may be determined necessary.

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

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

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

2. Automobile Liability - can be waived if contract does not involves use of motor vehicle.

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

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor"

3. Worker's Compensation and Employers' Liability

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

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Technology E&O/Professional Liability

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

5. Network Security (Cyber) and Privacy Liability:

For Contracts under \$5 Million

Per Occurrence	\$1,000,000
Annual Aggregate	\$2,000,000

For Contracts greater than \$5 Million

Contact Risk Management Division

This errors and omissions insurance shall include coverage for third party claims and losses including with respect to network risks (such as data breaches, transmission of virus/malicious code; unauthorized access or criminal use of third party, ID/data theft) and invasion of privacy regardless of the type of media involved in the loss of private information (such as computers, paper files and records, or voice recorded tapes), covering collection, use, access, etc. of personally identifiable information., direct liability, as well as contractual liability for violation of privacy policy, civil suits and sublimit for regulatory defense/indemnity for payment of fines and penalties.

- a. The retroactive coverage date shall be no later than the effective date of this contract.
- b. Contractor shall maintain an extended reporting period for not less than two (2) years after termination of this contract.

6. Fidelity Bond or Crime Insurance (contracts involving financial accounts or data)

Bond or Policy Limit (contact Risk Management) _____

- a. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- b. The bond or policy shall include coverage for third party fidelity and name the State of Nevada as loss payee.
- c. The bond or policy shall include coverage for extended theft and mysterious disappearance.
- d. The bond or policy shall not contain a condition requiring an arrest and conviction.
- e. Policies shall be endorsed to provide coverage for computer crime/fraud.

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

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(State of Nevada Representative's Name & Address)**. 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 **(State Department Representative's Name and Address)**. 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. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

Attachment CC
State Solicitation
#69CRC-S3055



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-S3055
For
OT Cybersecurity Risk Assessment

Release Date: **10/30/2024**
Deadline for Submission and Opening Date and Time: **12/16/2024 @ 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 OT Cybersecurity Risk Assessment services as described in the scope of work and attachments.
- 2.2. The State intends to award one (1) contract in conjunction with this Request for Proposals (RFP), as determined in the best interests of the State. The 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 thoroughly and accurately identify potential OT networking weaknesses as well as provide effective solutions to correct the identified weaknesses.

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 11/18/2024
B. Answers Posted.....	On or about 11/25/2024
C. Deadline for References.....	No later than 5:00 pm on 12/13/2024
D. Deadline Proposal Submission and Opening.....	No later than 2:00 pm on 12/16/2024
E. Evaluation Period (estimated).....	12/16/2024 - 01/13/2025
F. Selection of a Vendor (estimated).....	On or about 01/13/2025
G. BOE Approval (estimated).....	02/28/2025
H. Contract start date (estimated).....	03/05/2025

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 that 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	35
C. Provided example of final product/deliverables.....	5
D. Cost Factor	8
E. 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. Proposals 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.

Attachment A

Scope of Work

COLORADO RIVER COMMISSION OF NEVADA

OT Cybersecurity Risk Assessment

SCOPE OF WORK

OCTOBER 2024

REVISION 0



Revisions

<u>REVISION</u>	<u>DESCRIPTION</u>	<u>DATE</u>
0	INITIAL ISSUE	10/30/2024

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01 00 00 – GENERAL REQUIREMENTS

01 11 00 - SUMMARY OF WORK

1. Project Description

- a. The Colorado River Commission of Nevada (CRCNV, Owner) Power Delivery Group (PDG) and Information Technology (IT) Group are undertaking a project to perform a cybersecurity risk assessment of its Operational Technology (OT) network.
- b. 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.
- c. There are currently five networks in existence at the main control room site. These networks are the following:
 - i. CorpNet
 - 1. State of Nevada Information Technology (IT) Network
 - 2. Managed by CRCNV IT Group
 - ii. ManageNet
 - 1. Ciena Switch Ring Network Management
 - 2. Managed jointly by CRCNV IT Group and PDG
 - iii. SCADANet
 - 1. Survalent SCADA System Network
 - 2. Protection Relays
 - 3. Communications Processors
 - 4. PLCs
 - 5. Managed jointly by CRCNV IT Group and PDG
 - iv. RevNet
 - 1. Schneider Electric Revenue Metering Network
 - 2. ION Revenue Meters
 - 3. Managed jointly by CRCNV IT Group and PDG
 - v. Wonderware Modbus Plus Network

1. Original SCADA System Network
 2. Managed by CRCNV PDG
- d. Our networks spread over a large area and can ride near other traffic unrelated to CRCNV, notably riding on the Southern Nevada Water Authority's (SNWA) networks.
 - e. There are multiple data transfer points between other regional utilities, including the Western Area Power Administration (WAPA), Southern Nevada Water Authority (SNWA), Clark County Water Reclamation District (CCWRD) and the City of Las Vegas (COLV)

2. Project Objective

- a. The objective of this project is to comprehensively identify potential risks to our existing networks in their current configuration and provide a summary report with actionable solutions identified for management with estimated solution complexity, costs, and timelines for implementation.

3. Scope of Work

- a. The assessment should include information security guidance that is aligned with industry standards, best practices and methodologies outlined in National Institute for Standards and Technology (NIST), Cyber Security Framework (CSF), ISO/IEC, IEEE, IEC, CIGRE etc.
- b. The following shall be performed as a part of the risk assessment:
 - i. Preliminary Network Mapping
 1. Contractor shall perform their own mapping of the network and OT infrastructure prior to the start of penetration and perimeter testing.
 2. This shall include on-site visits for discussions with the various stakeholders, collection of pertinent data whether it be drawings or in field data collection.
 3. All testing and reporting shall be done referencing this network document.
 4. At the end of the project this document should be finalized and issued to Owner as a .DWG CADD file as well as a PDF.
 - ii. Penetration Testing

1. Includes the entire perimeter and any critical systems, this includes both the internal (LAN to LAN) and external (public-facing) perimeters.
2. Should include penetration testing from multiple physical sites and network points with connections to our network (SNWA, CCWRD, etc.)

iii. Perimeter Testing

1. Includes the entire perimeter and any critical systems, this includes both the internal (LAN to LAN) and external (public-facing) perimeters.
2. Firewalls, authentication servers, etc. should be included in the testing.
3. Perform an in-depth cybersecurity vulnerability assessment and penetration testing of infrastructure of
 - a. Internal network – all internal systems including routers, switches, physical and virtual servers, data storage infrastructure, and public computers and other connected IT devices: including all Demilitarized (DMZ) systems to include flow of controls from external and internal systems.
 - b. External network - all external public-facing systems including firewalls, FTP, web servers, and web service interface points.
4. Enumerate systems on the network and validate them against known systems. Identify any unknown or unexpected systems.
5. Scan network systems and mainframe for potential vulnerabilities. Owner will provide the network ranges and any network/host exemptions to these scans.
6. Identify, analyze, and confirm vulnerabilities. It is expected that qualified Contractor personnel will know how to look deeper into potential vulnerabilities for other security holes, misconfigurations, and other problems to follow the vulnerability to its end. It is expected that the Contractor will

share method and process (i.e., e-mail's screen shots, files, etc.) of successful penetration in addition to a list of open ports, missing patches, or possible vulnerabilities.

7. The Contractor shall conduct security risk assessment scans on 5 mission-critical applications. All vulnerabilities reported as Critical/High shall be detailed in the 'Findings' section of the final deliverable. A complete list of vulnerabilities shall be provided in a separate appendix. Each vulnerability or risk identified shall be categorized as a Critical/High, Medium, or Low.
8. The Contractor shall attempt to capture user credentials through industry best practices and common threat vectors.
9. User Privilege Escalation: Throughout the assessment, the Contractor shall attempt to complete user privilege escalations in order to further compromise, or demonstrate the effectiveness of, the security of established controls within Owner's environment. This testing will assist in determining if access control systems are effectively enforcing user access and permission levels are configured correctly based on job function.
10. Segmentation Testing: The Contractor shall test the segmentation controls of all segregated network segments from a sample of completely isolated/segmented networks (ensuring that each type of segmentation point is represented, such as firewalls, VLAN on switch, etc.).
11. Wireless Scanning (both private and guest): The service provider shall identify rogue wireless devices and additional security architecture weaknesses related to the wireless networks.
12. Applications
 - a. Provide authenticated application vulnerability scanning and penetration testing (At a minimum, the test should include OWASP Top 10). The security service

- provider will conduct security risk assessment scans on 5 external facing applications.
- b. Identify application security vulnerabilities and perform active exploit through identified vulnerabilities (Note: Exploit should stop at the point of proof of compromise but not causing any business interruption).
13. Database Assessment: We have approximately four database servers. In the database assessment phase, the Contractor shall take the following actions:
- a. Assess the databases to look for common vulnerabilities such as buffer overflows, default accounts, or default permissions on database objects such as tables, views, and stored procedures.
14. Look for erroneous configurations that may lead to information leaks, theft of data, or even intrusion and denial of service attacks.
15. Examine several key functional areas that may include but not be limited to:
- a. Authentication and Authorization to Control Database Access
 - b. Password Complexity Verification
 - c. Restriction of access rights to privileged user IDs to least privileges necessary to perform job responsibilities.
 - d. Server Security
 - e. Database Connections
 - f. Table Access Control
 - g. Encryption Usage
 - h. Certificate Application
16. Brute Force Attack: The Contractor shall conduct a brute force attack to check for weak passwords. The objective of this test is to confirm whether passwords are meeting security best practices.

- iv. Physical Security: Evaluate the physical access controls to critical IT and OT infrastructure.
- v. Once the risk assessment and testing has been completed, the Contractor must remove all backdoors, software, and personnel access utilized for the project, and scrub any trace of test from the Owner's infrastructure.
- c. In addition to the risk assessment, an additional assessment shall be performed regarding the CRCNV PDG's current state of compliance with applicable NERC CIP standards for the following NERC Function Type(s):
 - i. Transmission Owner (TO)
 - ii. Transmission Operator (TOP)
 - iii. Transmission Planner (TP)
 - iv. Transmission Service Provider (TSP)
 - v. Planning Authority / Planning Coordinator
 - vi. Distribution Provider
 - vii. Reliability Coordinator

4. Required Deliverables

- a. Cybersecurity Risk Assessment Report
 - i. Executive Summary
 - 1. Overall Report Results
 - 2. Key Risk Areas
 - 3. Maturity level score card against NIST CSF
 - 4. Strategic Recommendations
 - 5. NERC CIP Assessment Conclusions
 - ii. Report Details
 - 1. Assessment Methodology
 - 2. Detailed assessment results in both written and spreadsheet (Excel) format.
 - 3. Detailed score card for each NIST CSF subcategory
 - 4. NERC CIP Assessment broken down by Functional Type and NERC CIP Standard requirements
 - iii. Recommendations
 - 1. Risk Assessment

- a. Immediate remedies
 - i. Should identify issues that are simple to implement and will have a positive impact on NIST scoring.
 - ii. Should be presented in a risk-ranked format with complexity, cost, and timeline rankings
- b. Long-term remedies
 - i. Should identify issues that are complex to implement, require funding sources to be secured, and will have a significant positive impact on NIST scoring and the overall health of the Owner's system.
 - ii. Should be presented in a risk-ranked format with complexity, cost, and timeline rankings

2. NERC CIP Assessment

- a. Provide a list of requirements identified by each individual NERC CIP standard and provide guidance on current compliance with the requirements.
- b. If compliance is lacking, provided recommended actions and mitigation methods to bring Owner into compliance assuming the associated NERC Functional Type was in effect.

iv. Project Plan

- 1. Identification of security projects based on individual or combined remedies as noted above in the recommendations section, with detailed activities and action plans.
- 2. Should include at a minimum the following:
 - a. Project Description
 - b. Priority (based on NIST benefit impact)
 - c. Risk Rank
 - d. Complexity
 - e. Cost
 - f. Timeline

b. Network Mapping

- i. Utilize drawing in references inside the report for consistent and agreed upon network perimeters
- ii. CADD (.DWG) File of Network Map
- iii. PDF File of Network Map

Attachment B

Terms and Conditions for Services

STATE OF NEVADA
TERMS AND CONDITIONS FOR SERVICES

The information contained in this attachment is part of the solicitation and does not need to be returned with a vendor proposal.

1. PROCUREMENT

1.1. AUTHORITY

- 1.1.1. This procurement is conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 1.1.2. Any contract(s) awarded from this solicitation is a “state purchasing contract.”
- 1.1.3. As used herein, “the State” refers to the Executive Department of the State Government of Nevada as the soliciting and awarding entity. Where a solicitation is on behalf of additional users or agencies and/or part of a cooperative solicitation, the term collectively includes those entities as well.

1.2. SINGLE POINT OF CONTACT

- 1.2.1. The single point of contact for this solicitation is identified on page 1.
- 1.2.2. Upon issuance of the solicitation, other employees and representatives of the agencies identified in the solicitation shall not answer questions or otherwise discuss the contents of the solicitation and/or attachments with any prospective vendors or their representatives.
- 1.2.3. Vendors and/or their representatives shall only contact the single point of contract regarding this solicitation until after a notice of award (NOA) has been issued.
- 1.2.4. Failure to observe this restriction may result in disqualification of a proposal per NAC 333.155(3).
- 1.2.5. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

1.3. WRITTEN QUESTIONS AND ANSWERS

- 1.3.1. All questions regarding this solicitation shall be submitted using the Bid Q&A feature in <https://NevadaEPro.com> by the deadline listed in the solicitation timeline.
- 1.3.2. If questions and answers require a material change to the solicitation, an amendment will be posted in NevadaEPro, and vendors should receive email notification.
- 1.3.3. To access the Bid Q&A.
 - A. Log into ‘Seller’ account on NevadaEPro.
 - B. Click the ‘Bids’ tab in the header.
 - C. Click ‘View’ under ‘Bid Q&A’ on the appropriate bid in the ‘Open Bids’ section.

1.4. SOLICITATION

- 1.4.1. Proposals shall be presented in a format that corresponds to and references sections outlined in a solicitation and shall be presented in the order requested for ease of evaluation.
- 1.4.2. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy requirements of a solicitation.
- 1.4.3. If a vendor changes any material language, proposal may be deemed non-responsive per NRS 333.311.
- 1.4.4. The State reserves the right to reject any or all proposals received prior to contract award.
- 1.4.5. The State reserves the right to limit the scope of work prior to award, if deemed in the best interest of the State.
- 1.4.6. The State reserves the right to alter, amend, or modify any provisions of this solicitation, or to withdraw this solicitation, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 1.4.7. Proposals may be modified or withdrawn prior to opening. Withdrawals received after opening shall not be considered except as authorized by NRS 333.350(3).
- 1.4.8. Submitted proposals become property of the State, selection or rejection does not affect this right.
- 1.4.9. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend complexity and risk of the project, may be rejected.
- 1.4.10. The State is not liable for any costs incurred by vendors prior to entering a formal contract.
- 1.4.11. Costs of developing a proposal or any other such expenses incurred by a vendor in responding to a solicitation, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 1.4.12. Any person who believes a solicitation contains irregularities, a lack of clarity, unnecessarily restrictive specifications, or unnecessary limits to competition shall notify the single point of contact, in writing, as soon as possible, so that corrective addenda may be furnished in a timely manner to all vendors if appropriate.

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- 1.4.13. The State reserves the right to waive informalities and minor irregularities in proposals received.
- 1.4.14. The State shall not be obligated to accept the lowest priced proposal, however, shall make an award in the best interest of the State after all factors have been evaluated.
- 1.4.15. The evaluation committee may solicit information from any available source concerning any aspect of a proposal and seek and review any other information deemed pertinent to the evaluation process.
- 1.4.16. The State reserves the right to reject any proposal based upon vendor prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 1.4.17. Clarification discussions may, at State sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive.
- 1.4.18. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals.
- 1.4.19. Revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.
- 1.4.20. In conducting discussions there shall be no disclosure of any information derived from proposals submitted by competing vendors.
- 1.4.21. Any modifications made to a proposal during negotiations shall be included as part of the contract.
- 1.4.22. Proposals from employees of the State of Nevada shall be considered in as much as they do not conflict with the State Administrative Manual (SAM), NRS Chapter 281, and NRS Chapter 284.
- 1.4.23. The Administrator shall apply the preferences stated in NRS 333.290 and 333.410 to the extent applicable.
 - A. NRS 333.290 grants a preference to materials and supplies that can be supplied from a “charitable, reformatory or penal institution of the State” that produces such goods or services through the labor of inmates.
 - B. NRS 333.410 grants a preference to commodities or services that institutions of the State are prepared to supply through the labor of inmates.
 - C. The Administrator reserves the right to secure these goods, materials or supplies from any such eligible institution, if they can be secured of equal quality and at prices not higher than those of the lowest acceptable bid received in response to this solicitation.
- 1.4.24. Prices offered by a vendor in a proposal are an irrevocable offer for the term of the contract and any contract extensions.
- 1.4.25. Vendor agrees to provide purchased services at costs, rates and fees as set forth in a proposal submitted in response to a solicitation. No other costs, rates or fees shall be payable to awarded vendor for implementation of proposal.
- 1.4.26. Vendor shall not propose an alternative that would require the State to acquire hardware or software or change processes to function properly on vendor system unless vendor included a clear description of such proposed alternatives and clearly mark any descriptive material to show proposed alternative. An acceptable alternative is one the State considers satisfactory in meeting requirements of a solicitation. The State, at its sole discretion, shall determine if a proposed alternative meets the intent of an original solicitation requirement.
- 1.5. MATERIAL MISREPRESENTATION. Vendor understands and acknowledges that representations made in its proposal are material and important and shall be relied on by the State in evaluation of a proposal. Any misrepresentation by a vendor shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- 1.6. PROPRIETARY INFORMATION/TRADE SECRETS
 - 1.6.1. As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.
 - 1.6.2. If complete responses cannot be provided without referencing proprietary information, such information shall be provided in a separate attachment, cross-referenced to public attachments. Only proprietary information as defined in NRS 333.020(5) can be confidential.
 - 1.6.3. Specific references made to a section, page, and paragraph where proprietary information can be located shall be identified on *Confidentiality and Certification of Indemnification*.
 - 1.6.4. Vendors are required to submit written documentation in accordance with *Confidentiality and Certification of Indemnification* justifying confidential status.
 - 1.6.5. Not conforming to these requirements makes a proposal non-compliant and it may be rejected by the State.
- 1.7. ONLINE BIDDING
 - 1.7.1. Pursuant to NRS 333.313, NevadaEPro, located at <https://NevadaEPro.com>, is the State online bidding system.
 - 1.7.2. All official communication will be through NevadaEPro.
 - 1.7.3. Vendors should check NevadaEPro frequently for matters affecting a solicitation prior to submitting a quote or proposal.

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- 1.7.4. Failure to periodically check for updates does not release a vendor from requirements or information posted.
- 1.7.5. Failure to flag quote attachments as confidential in NevadaEPro that contain confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.

1.8. ELECTRONIC QUOTE

- 1.8.1. Vendors shall submit quotes or proposals by using 'Create Quote' via NevadaEPro, the State electronic procurement website, located at <https://NevadaEPro.com>.
- 1.8.2. Refer to *Quote Instructions* attachment in NevadaEPro for instructions on how to submit a Quote.
- 1.8.3. Vendors shall provide pricing directly in NevadaEPro, or select 'See Quote Attachments' as appropriate.
- 1.8.4. Quotes or proposals shall be submitted before the date and time specified on bid in NevadaEPro.
- 1.8.5. Vendors may submit their quote or proposal any time prior to the deadline stated in NevadaEPro.
- 1.8.6. If dates/times specified in a document and dates/times specified in NevadaEPro conflict, dates/times in NevadaEPro shall prevail.
- 1.8.7. Quotes or proposals submitted as physical copies, email, or any submission method except NevadaEPro shall not be considered.
- 1.8.8. Vendor quote or proposal documents shall be uploaded as attachments to NevadaEPro quote.
- 1.8.9. Only quotes or proposals submitted through NevadaEPro will be considered for award.
- 1.8.10. Quotes improperly submitted as 'No Bid' in NevadaEPro may not be received by the State or considered for award.
- 1.8.11. Quotes or proposals that are not submitted by the opening date and time shall not be accepted.

2. AWARD

2.1. NOTICE OF INTENT TO AWARD

- 2.1.1. A letter of intent (LOI) shall be issued in accordance with NAC 333.170 notifying proposing vendors of the intent to award a contract to an identified vendor, pending successful negotiations.
- 2.1.2. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached.
- 2.1.3. All information remains confidential until the issuance of the formal notice of award (NOA).
- 2.1.4. If contract negotiations cannot be concluded successfully, the State upon written notice to all proposing vendors may negotiate a contract with the next highest scoring vendor or withdraw the solicitation.

2.2. NOTICE OF AWARD

- 2.2.1. A notice of award (NOA) shall be issued in accordance with NAC 333.170.
- 2.2.2. Proposing vendors shall be notified via NevadaEPro a contract has been successfully negotiated.
- 2.2.3. Award is contingent upon the successful negotiation of final contract terms.
- 2.2.4. Any non-confidential information becomes available upon written request, and most is available in NevadaEPro.
- 2.2.5. Pursuant to NRS 333.370, the period in which a person who made an unsuccessful proposal may file a notice of appeal commences.
- 2.2.6. Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and NAC Chapter 333.

2.3. CONTRACT EXECUTION

- 2.3.1. If required pursuant to NRS 333.700, contracts shall not be effective unless and until approved by the Nevada State Board of Examiners (BOE).
- 2.3.2. The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170.
- 2.3.3. The contract between the parties shall consist of the solicitation together with any modifications thereto, and the awarded vendor proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence.

- A. Final executed contract
- B. Modifications and clarifications
- C. Solicitation and amendments
- D. Awarded vendor proposal

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- 2.3.4. Specific exceptions to this general rule may be noted in a solicitation or final executed contract.

3. CONTRACT

3.1. THIRD PARTY BENEFICIARIES

- 3.1.1. Using agencies as defined in NRS 333.020(10) and other public entities as defined in NRS 333.469 and 333.470 are intended third party beneficiaries of any contract resulting from this solicitation and may join or use any contract resulting from this solicitation subject to Nevada law.
- 3.1.2. Public entities in other states or jurisdictions may join or use any resulting contract from this solicitation subject to cooperative contracting laws in their respective state or jurisdiction.
- 3.1.3. The State is not liable for obligations of any other entity which joins or uses any contract resulting from this solicitation.

3.2. ADMINISTRATIVE FEE

- 3.2.1. The State may implement an administrative fee of not more than 1% on contracts procured or negotiated by the State Purchasing Division pursuant to NRS 333.450.
- 3.2.2. This fee may be assessed over the time of the contract period.
- 3.2.3. Vendors will be provided 30 days written notice before fees are assessed.
- 3.2.4. Fees shall be paid quarterly, 45 days after the close of the quarter, on all purchases under the contract.

3.3. AWARD OF RELATED CONTRACTS

- 3.3.1. The State may undertake or award supplemental contracts for work related to a project or any portion thereof.
- 3.3.2. Contractor shall be bound to cooperate fully with such other contractors and the State in all cases.
- 3.3.3. All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

3.4. DISCRIMINATION

- 3.4.1. The State, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and federal Regulations, hereby notifies all bidders it will affirmatively ensure that for any contract entered into pursuant to this solicitation, all contractors will be afforded full opportunity to submit proposals and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for award.
- 3.4.2. Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.
- 3.4.3. The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

3.5. PROTECTION OF SENSITIVE INFORMATION

- 3.5.1. Confidential personal data shall be encrypted.
- 3.5.2. Any electronic transmission of personal information shall comply with NRS 603A.215 (2 & 3).
- 3.5.3. Sensitive data shall be encrypted in all newly developed applications.

- 3.6. **STATE OWNED PROPERTY.** Contractor shall be responsible for proper custody and care of any State-owned property furnished by the State for use in connection with performance of a contract and shall reimburse the State for any loss or damage.

3.7. INSPECTION/ACCEPTANCE/COMPLETION OF WORK

- 3.7.1. It is expressly understood and agreed all work done by Contractor shall be subject to inspection and acceptance by the State.

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- 3.7.2. Progress inspections and approval by the State shall not forfeit the right to require correction of faulty workmanship or material at any time during work and warranty periods.
- 3.7.3. Nothing contained herein shall relieve Contractor of responsibility for proper installation and maintenance of work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the State.
- 3.7.4. Prior to completion of all work, Contractor shall remove from premises all equipment and materials belonging to Contractor.
- 3.7.5. Upon completion of the work, Contractor shall leave site in a clean and neat condition satisfactory to the State.

3.8. **RIGHT TO PUBLISH**

- 3.8.1. All requests for publication or release of any information pertaining to a solicitation and any subsequent contract shall be in writing and sent to the head of the using agency or designee.
- 3.8.2. No announcement concerning award of a contract due to a solicitation can be made without prior written approval of the head of the using agency or designee.
- 3.8.3. As a result of selection of a vendor to supply requested services, the State is neither endorsing nor suggesting the vendor is the best or only solution.
- 3.8.4. Contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with specific advance written authorization of the head of the using agency or designee.
- 3.8.5. Throughout the term of the contract, Contractor shall secure the written approval prior to the release of any information pertaining to work or activities covered by the contract.

3.9. **TRAVEL**

- 3.9.1. If part of the contract, will follow processes below.
- 3.9.2. All travel shall be approved in writing in advance by the State.
- 3.9.3. Requests for reimbursement of travel expenses shall be submitted on the State claim for travel expense form with original receipts for all expenses.
- 3.9.4. Travel expense form, with original signatures, shall be submitted with Contractor invoice.
- 3.9.5. Contractor shall be reimbursed travel expenses and per diem at rates allowed for State employees at time travel occurs.
- 3.9.6. State is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by Contractor for a rental vehicle.

4. FEDERAL LAWS AND AUTHORITIES

- 4.1. **CERTIFICATION.** Any person who requests or receives a Federal contract, grant, loan, or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and shall not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.

4.2. **COMPLIANCE**

- 4.2.1. Federal laws and authorities with which the awarded vendor shall be required to comply, as applicable, are listed here but are not meant to be exhaustive. Awarded vendors are responsible for an awareness of, and compliance with, State and federal laws and regulations.
- 4.2.2. Archeological and Historic Preservation Act of 1974, PL 93-291
- 4.2.3. Clean Air Act, 42 U.S.C. 7506(c)
- 4.2.4. Endangered Species Act 16 U.S.C. 1531, ET seq.
- 4.2.5. Executive Order 11593, Protection and Enhancement of the Cultural Environment
- 4.2.6. Executive Order 11988, Floodplain Management
- 4.2.7. Executive Order 11990, Protection of Wetlands
- 4.2.8. Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
- 4.2.9. Fish and Wildlife Coordination Act, PL 85-624, as amended.
- 4.2.10. National Historic Preservation Act of 1966, PL 89-665, as amended.
- 4.2.11. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended.
- 4.2.12. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended.
- 4.2.13. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts,

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- 4.2.14. Age Discrimination Act, PL 94-135
- 4.2.15. Civil Rights Act of 1964, PL 88-352
- 4.2.16. Section 13 of PL 92-500, Prohibition against sex discrimination under the Federal Water Pollution Control Act
- 4.2.17. Executive Order 11246, Equal Employment Opportunity
- 4.2.18. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
- 4.2.19. Rehabilitation Act of 1973, PL 93, 112
- 4.2.20. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
- 4.2.21. Executive Order 12549 – Debarment and Suspension
- 4.2.22. Davis-Bacon Act 40 U.S.C. 3141-3148
- 4.2.23. Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708
- 4.2.24. Rights to Inventions Made Under a Contract or Agreement 37 CFR §401.2(a)
- 4.2.25. Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
- 4.2.26. Americans With Disabilities Act of 1990, PL 101-336
- 4.2.27. Health Insurance Portability and Accountability Act of 1996, PL 104-191
- 4.2.28. Equal Pay Act of 1963, PL 88-38
- 4.2.29. Genetic Information Nondiscrimination Act, PL 110-233

5. FINANCIAL

- 5.1. TAX EXEMPT. The State shall not be liable for Federal, State, or Local excise taxes per NRS 372.325.

5.2. BILLING

- 5.2.1. The State does not issue payment prior to receipt of goods or services.
- 5.2.2. Contractor shall bill the State as outlined in the approved contract and/or payment schedule.
- 5.2.3. Timeliness of Billing. The State is on a fiscal year calendar, running July 1 through June 30. All billings for dates of service prior to July 1 shall be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August and processed as a stale claim pursuant to NRS 353.097, shall subject Contractor to an administrative fee not to exceed \$100.00. This is the estimate of additional costs to the State for processing the billing as a stale claim and this amount shall be deducted from the stale claim payment due Contractor.

5.3. PAYMENT

- 5.3.1. Upon review and acceptance by the State, payments for invoices are normally made within 45 – 60 days of receipt, providing all required information, documents and/or attachments have been received.
- 5.3.2. Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment, and services electronically, unless determined by the State Controller that electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.
- 5.3.3. Procurement Card Program. Program is issued through a major financial institution and treated like any other major credit card. Using agencies may desire to use card as a method of payment. No additional charges or fees shall be imposed for using card. Please indicate in *Vendor Information Response* if willing to accept this method of payment.

Attachment C
Standard Form Contract

CETS#
RFP#

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

Agency Name:	
Address:	
City, State, Zip Code:	
Contact:	
Phone:	
Fax:	
Email:	

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

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

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

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.
 - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
 - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
 - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

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

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

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

ATTACHMENT AA:	SCOPE OF WORK, DELIVERABLES, PAYMENT SCHEDULE, and NEGOTIATED POINTS (if needed)
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	STATE SOLICITATION # and AMENDMENTS #
ATTACHMENT DD:	VENDOR PROPOSAL

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

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

\$	per	
----	-----	--

Total Contract or installments payable at:	
--	--

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

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

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

9. **INSPECTION & AUDIT.**

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- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **CONTRACT TERMINATION.**

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
 - 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

CETS#
RFP#

- 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.
- E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
 - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
 - 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.
11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of

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Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

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

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

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

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

- B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.

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- 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

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

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

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

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in 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.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

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19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and 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.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - A. Any federal, state, county or local agency, legislature, commission, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

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26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by

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the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

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

Independent Contractor's Signature	Date	Independent Contractor's Title
------------------------------------	------	--------------------------------

State of Nevada Authorized Signature	Date	Title
--------------------------------------	------	-------

State of Nevada Authorized Signature	Date	Title
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State of Nevada Authorized Signature	Date	Title
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APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

On: _____
Date

Deputy Attorney General for Attorney General

Attachment D
Insurance Schedule

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 and Contractor is free to purchase additional insurance as may be determined necessary.

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

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

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

2. Automobile Liability - can be waived if contract does not involves use of motor vehicle.

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

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor"

3. Worker's Compensation and Employers' Liability

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

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Technology E&O/Professional Liability

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

5. Network Security (Cyber) and Privacy Liability:

For Contracts under \$5 Million

Per Occurrence	\$1,000,000
Annual Aggregate	\$2,000,000

For Contracts greater than \$5 Million

Contact Risk Management Division

This errors and omissions insurance shall include coverage for third party claims and losses including with respect to network risks (such as data breaches, transmission of virus/malicious code; unauthorized access or criminal use of third party, ID/data theft) and invasion of privacy regardless of the type of media involved in the loss of private information (such as computers, paper files and records, or voice recorded tapes), covering collection, use, access, etc. of personally identifiable information., direct liability, as well as contractual liability for violation of privacy policy, civil suits and sublimit for regulatory defense/indemnity for payment of fines and penalties.

- a. The retroactive coverage date shall be no later than the effective date of this contract.
- b. Contractor shall maintain an extended reporting period for not less than two (2) years after termination of this contract.

6. Fidelity Bond or Crime Insurance (contracts involving financial accounts or data)

Bond or Policy Limit (contact Risk Management) _____

- a. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- b. The bond or policy shall include coverage for third party fidelity and name the State of Nevada as loss payee.
- c. The bond or policy shall include coverage for extended theft and mysterious disappearance.
- d. The bond or policy shall not contain a condition requiring an arrest and conviction.
- e. Policies shall be endorsed to provide coverage for computer crime/fraud.

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

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(State of Nevada Representative's Name & Address)**. 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 **(State Department Representative's Name and Address)**. 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. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

Attachment E

Cost Schedule

COST SCHEDULE
Engineering Services

Vendor Name _____

Direct Labor – Job Titles	Hourly Rate
A.	\$
B.	\$
C.	\$
D.	\$
E.	\$
F.	\$
G.	\$
H.	\$
I.	\$
J.	\$

Attachment F

Proposed Staff Resume

PROPOSED STAFF RESUME

A resume must be completed for all key proposed prime contractor staff and proposed subcontractor staff.

Name of Company Submitting Proposal:			
<i>Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff</i>			
Contractor Staff:		Subcontractor Staff:	
<i>The following information requested pertains to the individual being proposes for this project.</i>			
Name:		Key Personnel: (Yes or No)	
Individual's Title:			
Years in Classification:		Years with Firm:	
BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information shall include a summary of the proposed individual's professional experience.</i>			
RELEVANT EXPERIENCE <i>Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
EDUCATION <i>Information required shall include institution name, city, state, degree and/or achievement and date completed/received.</i>			
CERTIFICATIONS <i>Information required shall include type of certification and date completed/received.</i>			

PROPOSED STAFF RESUME

REFERENCES	
A minimum of three (3) references are required.	
Reference #1:	
Name:	
Title:	
Phone Number:	
Email Address:	
Reference #2:	
Name:	
Title:	
Phone Number:	
Email Address:	
Reference #3:	
Name:	
Title:	
Phone Number:	
Email Address:	

Attachment G

Reference Questionnaire

REFERENCE QUESTIONNAIRE

1. BUSINESS REFERENCE INSTRUCTIONS

- 1.1. As part of a Request for Proposals (RFP) the State of Nevada is requesting Proposing Vendors submit references from current and/or former customers for projects of similar size and scope.
- 1.1.1. This Reference Questionnaire is to provide a business reference for the company (Proposing Vendor) in *Section 2*.
- 1.1.2. Once you have completed the Reference Questionnaire please submitted to the email address in *Section 2*.
- 1.1.3. Please reference the RFP Number in *Section 2* in the email subject line.
- 1.1.4. The completed Reference Questionnaire must be received no later than the due date in *Section 2*.
- 1.1.5. **Do not return the Reference Questionnaire to the Proposing Vendor.**
- 1.2. In addition to the Reference Questionnaire, the State may contact references by phone for further clarification.
- 1.3. The State requests all questions be answered.
- 1.3.1. If an answer is not known, please answer as 'U/K'.
- 1.3.2. If the question is not applicable, please answer as 'N/A'.
- 1.3.3. If additional space is needed to answer a question or provide a comment, please attach additional pages.
- 1.3.4. If attaching additional pages, please place your company/organization name on each page and reference the appropriate RFP number.
- 1.4. Completed Reference Questionnaires are designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and not public information pursuant to NRS 333.333.

2. PROPOSING VENDOR TO COMPLETE

RFP NUMBER	DUE DATE
STATE SINGLE POINT OF CONTACT EMAIL ADDRESS	
NAME OF PROPOSING VENDOR	
IF APPLICABLE, NAME OF SUBCONTRACTOR FOR PROPOSING VENDOR	

3. COMPANY PROVIDING REFERENCE

CONFIDENTIAL INFORMATION WHEN COMPLETED	
Company Providing Reference:	
Contact Name:	
Title:	
Contact Telephone:	
Contact Email Address:	

REFERENCE QUESTIONNAIRE

4. RATING SCALE FOR RESPONSE TO QUESTIONS

- 4.1. Where a rating is requested and using the Rating Scale provided below, rate the questions in *Section 5, Questions* by noting the appropriate number for each item.
- 4.2. Please provide any additional comments you feel would be helpful to the State regarding this vendor.

Category	Rating
Poor or Inadequate Performance	0
Below Average Performance	1 – 3
Average Performance	4 – 6
Above Average Performance	7 – 9
Excellent Performance	10

5. QUESTIONS

QUESTION	COMMENT	RATING
In what capacity have you worked with this vendor in the past?		N/A
Rate the vendor's knowledge and expertise.		
Rate the vendor's flexibility relative to changes in the project scope and timelines.		
Rate your level of satisfaction with soft and/or hard copy materials produced by the vendor.		
Rate the dynamics/interaction between the vendor and your staff.		
Rate your satisfaction with the products developed by the vendor.		
Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. (This pertains to delays under the control of the vendor.)		

REFERENCE QUESTIONNAIRE

QUESTION	COMMENT	RATING
Rate the overall customer service and timeliness in responding to customer service inquiries, issues, and resolutions.		
Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted.		
Rate the accuracy and timeliness of the vendors billing and/or invoices.		
Rate the vendor's ability to quickly, and thoroughly resolve a problem related to the services provided.		
Rate the vendor's flexibility in meeting business requirements.		
Did the vendor have a local office and/or contact. If so, how satisfied were you with their response time and customer service.		
Rate the likelihood of your company/organization recommending this vendor to others in the future.		
With which aspect(s) of this vendor's services are you most satisfied?		N/A
Would you recommend this vendor to your organization again?		N/A

6. GENERAL INFORMATION

6.1. DATES OF SERVICES PROVIDED

6.1.1. During what period did the vendor provide these services for your organization?

6.1.2. Include both the month and the year in the table below:

From:	
To:	

Attachment H

Vendor Information Response

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:	
Company Street Address:	
City, State, Zip Code:	
Telephone Number, including area code:	
Toll Free Number, including area code:	
Email Address:	

1.2 CONTACT PERSON FOR QUESTIONS/CONTRACT NEGOTIATIONS

Requested Information	Response
Name:	
Title:	
Address:	
City, State, Zip Code:	
Email Address:	
Telephone Number, including area code:	
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:	
Ownership (sole proprietor, partnership, etc.):	
State of Incorporation:	
Date of Incorporation:	
# of years in business:	
List of top officers:	
Location of company headquarters, to include City and State:	
Location(s) of the office that shall provide the services described in this RFP:	
Number of employees locally with the expertise to support the requirements identified in this RFP:	
Number of employees nationally with the expertise to support the requirements in this RFP:	
Location(s) from which employees shall be assigned for this project:	

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:				
Legal Entity Name:				
Is the Legal Entity Name the same name as vendor is Doing Business As (DBA)?	Yes		No	
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		No	

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		No	
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		No	

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		No	

4. NAME OF INDIVIDUAL AUTHORIZED TO BIND THE ORGANIZATION

Requested Information	Response
Name:	
Title:	

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:	

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:	
Print Name:	
Signature:	
Date:	

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		No	
Justification for Confidential Status:					
Company Name:					
Signature:					
Print Name:					
Date:					

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.

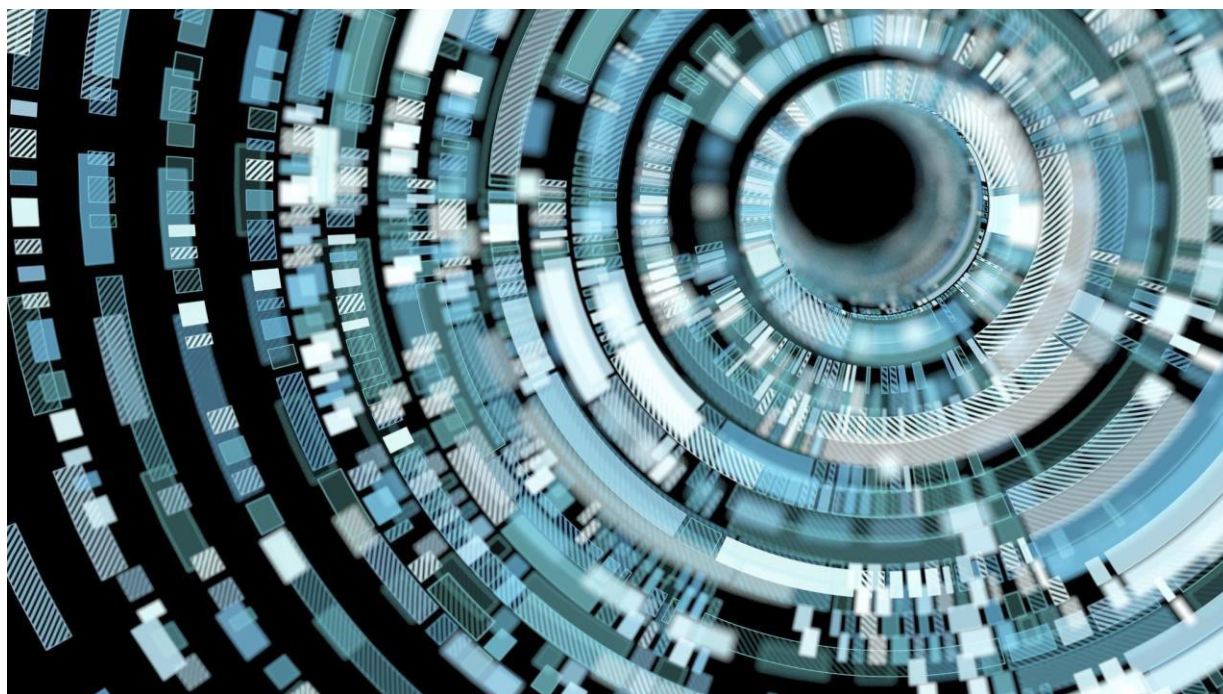
Vendor Name:	
Project Title:	
Print Name of Official Authorized to Sign Application:	
Signature of Official Authorized to Sign Application:	
Date:	

Attachment DD Vendor Proposal



ARCHER

Archer Energy Solutions, LLC



PREPARED FOR: Colorado River Commission of Nevada
SUBMITTAL: December 16, 2024
PROPOSAL: OT Cybersecurity Risk Assessment

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Introductory Letter

December 16, 2024

Dear David Rodriguez:

Thank you for the opportunity to submit a proposal regarding your expressed need for professional services to support Colorado River Commission of Nevada (CRCNV) in assessing cybersecurity risks within its Operational Technology (OT) environment.

Archer Energy Solutions, LLC (Archer) has extensive experience providing cyber/physical security risk management, regulatory compliance services, and security testing for electric utilities throughout North America. We have assisted many companies in becoming “audit ready” and maintaining the NERC/Regional Entity compliance required management activities through practical approaches to achieve, maintain, and sustain compliance. Further, we take the time to get to know your corporate culture and evaluate the existing skillsets as well as in-house tools to deliver custom-fit and cost-effective approaches for your distinct organization. We emphasize that our methods are not solely focused on regulatory and security checkboxes. Archer is the only firm with the expertise and insight to successfully advance your organization to a compliant, more resilient, and secure state.

We stand by our reputation as the most qualified firm to carry out the proposed tasks, and we take great pride in our staff. Our company is led by former Federal Energy Regulatory Commission (FERC), Regional Entity, and utility staff with over 150 combined years immersed in the NERC Regulatory standards and over 450 NERC audits on the record. Our partners and expert staff have extensive industry experience in security, operational, and compliance roles. Our team was carefully selected for their complementary skill sets, deep knowledge of the industry and respective security and regulations, and ability to maintain the highest degree of integrity in their professional conduct. You will not find a more experienced firm in the business.

We appreciate this opportunity to put our unique blend of experience, knowledge, and professionalism to work for CRCNV. Our goal is to provide you with such high-value service and deliverables that you will bring us back as a long-term partner and recommend us to your peers. If you have questions about this proposal or our qualifications, please call me anytime.

Sincerely,

Stacy Bresler
Managing Partner

Executive Summary

Archer Energy Solutions LLC (dba Archer Security Solutions, “Archer”) is a seasoned cybersecurity and physical security service provider dedicated to supporting critical infrastructure organizations. Since our founding on July 15, 2014, we have built a strong reputation for delivering tailored security risk management solutions that address the unique challenges of critical industries. Our clients include a diverse range of organizations from sectors such as electric, oil and gas, water and wastewater utilities, and local, state, and federal governments. This breadth of experience allows us to provide comprehensive insights and strategies that align with the complex needs of organizations like the Colorado River Commission of Nevada (CRCNV).

Our services encompass the full spectrum of cybersecurity risk management, including penetration testing to simulate real-world attack scenarios, vulnerability assessments to pinpoint and prioritize potential weaknesses, and compliance gap assessments to align operations with regulatory standards and best practices. We also assist organizations in preparing for security audits and developing robust security programs that enhance resilience and operational reliability. With expertise grounded in years of field experience and a deep understanding of critical infrastructure, Archer is committed to delivering results that strengthen security while minimizing disruptions to day-to-day operations.

For CRCNV, our approach begins with a thorough OT Cybersecurity Risk Assessment designed to identify, evaluate, and prioritize vulnerabilities across the Commission’s systems. Our team will conduct a series of assessments, including network mapping and penetration testing to uncover risks and present clear, prioritized recommendations for remediation. These findings will not only address immediate vulnerabilities but will also serve as a foundation for CRCNV’s ongoing efforts to develop OT policies and procedures aligned with industry standards such as the NIST Cybersecurity Framework and the NERC CIP Standards.

As a company focused on critical infrastructure, we recognize the importance of balancing rigorous assessment with minimal operational disruption. Our extensive experience working with utilities and government entities equips us to coordinate seamlessly with CRCNV’s OT team, ensuring a smooth process from start to finish. By the end of our engagement, CRCNV will have a clear roadmap for improving its security posture, supported by actionable recommendations and a deeper understanding of its cybersecurity environment.

Archer is more than a service provider; we partner in achieving resilience and security. With our proven track record and commitment to excellence, we are well-positioned to help CRCNV safeguard its systems, enhance preparedness, and build a secure foundation for the future. Together, we can ensure that CRCNV meets its strategic objectives and continues to operate confidently in an increasingly complex cybersecurity landscape.

Project Scope

Archer understands the unique challenges associated with operational technology (OT) environments and the specialized expertise necessary to address the Colorado River Commission of Nevada (CRCNV) requirements. We recognize that CRCNV’s OT systems, including SCADANet, RevNet, and the Wonderware Modbus Plus Network, form the backbone of its critical operations and require a nuanced

approach to performing a cybersecurity risk assessment that respects the integrity and availability of these essential systems.

CRCNV's reliance on Schneider Modicon programmable logic controllers (PLCs) and Survalent SCADA underscores the need for a partner who understands these technologies' complexities and interdependencies. We recognize the critical importance of network isolation within the OT landscape, ensuring that each system remains shielded from external threats while maintaining seamless functionality. This understanding drives our commitment to delivering a comprehensive risk assessment that goes beyond identifying vulnerabilities to provide actionable recommendations tailored to CRCNV's operational and regulatory needs.

This project's scope, encompassing approximately 500 devices, 50 VLANs, and 80 physical locations, reflects the scale and complexity of CRCNV's OT environment. Archer is well-prepared to address this challenge. We have extensive experience assessing and documenting large-scale OT networks, including SCADA systems and distributed control environments, ensuring that no aspect of the network is overlooked. Our approach is methodical and thorough, leveraging advanced tools and proven methodologies to map, analyze, and evaluate each component within CRCNV's system.

By combining our deep technical expertise with a comprehensive understanding of CRCNV's unique OT landscape, we will deliver an assessment that not only meets but exceeds the expectations outlined in the scope. Archer Energy Solutions LLC is committed to ensuring that CRCNV's critical systems are protected from evolving threats, empowering the organization to operate with confidence and resilience in the face of today's complex cybersecurity challenges.

Network Mapping

Archer will perform a comprehensive network mapping exercise to document the entire architecture and interconnections of CRCNV's OT environment, including SCADANet, RevNet, and other critical systems. This process will accurately represent the network's structure, interdependencies, and high-risk areas, serving as the foundation for the entire assessment.

Our approach to network mapping begins with staff interviews and visual inspection of installed equipment, followed by analysis of device configurations to understand and document the "as-is" state of the network. This initial understanding will inform verification activities to ensure a minimally invasive approach that captures the details of CRCNV's network without disrupting operations. Active scanning will identify device configurations, communication pathways, and potential vulnerabilities, while passive monitoring will provide insights into traffic patterns and hidden risks. Together, these methods will create a complete and nuanced picture of CRCNV's OT environment.

Our mapping efforts will focus on high-priority areas such as SCADA and RevNet, recognizing their critical role in CRCNV's operations. We will also account for the unique attributes of OT systems, such as proprietary protocols and isolated network segments, ensuring a comprehensive understanding of the entire environment. The result will be clear, actionable network diagrams delivered in both .DWG and PDF formats, tailored to CRCNV's needs for accessibility and precision.

Penetration Testing

Archer will conduct a thorough and controlled penetration testing and segmentation validation exercise tailored to CRCNV's operational technology (OT) environment. Understanding the critical nature of

production systems, we will execute tests designed to identify vulnerabilities, evaluate network segmentation controls, and assess device security without compromising the operational integrity of CRCNV's essential infrastructure.

Our penetration testing will focus on uncovering weaknesses in the perimeter and internal defenses of CRCNV's OT networks. Using advanced tools and methodologies, we will simulate real-world attack scenarios to evaluate how external threats might exploit vulnerabilities and test internal controls to prevent lateral movement within the network. By targeting production systems, our approach ensures that the assessment reflects the actual security posture of CRCNV's live environment.

Segmentation Validation

We will test the effectiveness of VLAN configurations and other segmentation controls to verify that critical systems, such as SCADA and RevNet, are adequately isolated from non-critical components. This ensures that any potential breach in one part of the network cannot compromise other vital systems, maintaining the overall integrity and resilience of CRCNV's OT environment.

Additionally, Archer will conduct brute-force testing of password hashes obtained from multiple asset types to evaluate password strength. Additionally, with CRCNV's approval, we will test a range of devices and systems, including PLCs, relays, and other critical OT components, to identify default and other weak passwords.

Our penetration testing will also include authenticated testing for five external-facing applications to assess their resilience against targeted attacks. We will identify potential vulnerabilities in application configurations, access controls, and data handling processes by simulating authorized user behavior.

Our penetration testing and segmentation validation findings will be presented in a detailed report, prioritizing vulnerabilities based on risk level and potential impact. Accompanied by actionable recommendations, this report will provide CRCNV with the insights needed to strengthen its defenses, ensure effective network segmentation, and enhance the overall security of its OT systems. Archer Energy Solutions LLC is committed to delivering an assessment that empowers CRCNV to address emerging cybersecurity challenges with confidence proactively.

Device and Protocol Analysis

Archer will conduct a comprehensive analysis of CRCNV's operational technology (OT) devices and protocols to ensure the security and reliability of its critical systems. This analysis will focus on identifying misconfigurations, outdated firmware, and vulnerabilities within the key components of CRCNV's OT environment, such as relays, programmable logic controllers (PLCs), and network protocols.

Device Analysis

We will include a detailed examination of CRCNV's Schneider Modicon PLCs, relays, and other essential OT hardware. We will assess device configurations to verify that they align with industry best practices for security and functionality. This includes evaluating access controls, firmware versions, and communication settings to identify potential risks, such as weak

authentication, unpatched vulnerabilities, or improper system setup. Our team will also ensure that each device is appropriately integrated into the overall network architecture, minimizing the risk of unauthorized access or data leakage.

Protocol Analysis

This task will focus on evaluating the network protocols used for communication between devices, including proprietary OT protocols. We will review configurations for potential weaknesses, such as insecure or outdated protocols, that could expose CRCNV's systems to exploitation. This assessment will also identify opportunities to implement modern, secure alternatives where necessary, enhancing the overall integrity of the OT network.

By addressing both device and protocol vulnerabilities, this analysis ensures that CRCNV's critical systems are configured to resist both external and internal threats. The results of our analysis will be documented in a detailed report, outlining specific findings and providing actionable recommendations for remediation. These recommendations will prioritize addressing misconfigurations and outdated systems that pose the greatest risk, empowering CRCNV to enhance the security and resilience of its OT environment.

Wireless Testing

Archer will conduct a thorough wireless testing assessment to validate the security of wireless devices within CRCNV's physical locations, ensuring these devices do not introduce vulnerabilities into the broader operational environment. While CRCNV's wireless systems are not directly integrated with its operational technology (OT) networks, securing these wireless connections is critical to preventing unauthorized access and potential lateral movement that could compromise sensitive infrastructure.

Our approach to wireless testing focuses on identifying potential weaknesses in configuring and deploying wireless access points, devices, and related systems. We will assess the security of CRCNV's wireless networks, including private and guest networks, to ensure they meet industry best practices for encryption, authentication, and access controls. This includes validating the effectiveness of wireless security protocols, detecting any unauthorized or rogue devices, and ensuring that network segmentation adequately isolates wireless traffic from sensitive OT systems.

Additionally, Archer will evaluate the physical security of wireless infrastructure within the designated locations. This assessment ensures that access points are protected against tampering and unauthorized physical access, reducing the risk of exploitation through physical vulnerabilities.

The results of our wireless testing will be documented in a detailed report, highlighting identified risks, misconfigurations, or gaps in wireless security. Accompanied by prioritized recommendations for mitigation, the report will empower CRCNV to address vulnerabilities and strengthen its wireless network security.

Application Testing

Archer will perform focused application testing on identified applications within CRCNV's operational

technology (OT) environment. This testing is designed to ensure the security and resilience of these critical applications against unauthorized access, misconfigurations, and other vulnerabilities. Our approach will emphasize the unique requirements of OT applications, particularly their integration with sensitive systems like SCADA and other critical networks.

The application testing process will include:

Access Control Assessment

Evaluating user roles, permissions, and authentication mechanisms to ensure proper restrictions are in place, preventing unauthorized access or privilege escalation.

Configuration Validation

Identifying misconfigurations within the application settings that could expose the system to risks such as data leakage, insecure communication channels, or integration flaws with other OT systems.

Input Validation Testing

Testing for vulnerabilities, such as injection attacks, by reviewing how the application handles data input and communication with back-end systems.

Performance Under Attack Simulations

Assessing how the application responds to simulated attack scenarios, ensuring it can maintain integrity and availability even under duress.

Our testing process will be carefully coordinated with CRCNV's team to ensure no disruption to production operations. Findings will be documented in a detailed report, highlighting identified vulnerabilities and their potential impacts and prioritizing remediation steps tailored to CRCNV's operational environment.

Database Assessment

Archer will conduct an in-depth database assessment to ensure the security and integrity of CRCNV's data repositories, particularly those supporting critical OT operations. Given the central role of databases in managing and storing sensitive data, this assessment will focus on identifying vulnerabilities and misconfigurations that could expose CRCNV to risks such as data breaches, unauthorized access, or loss of data integrity.

The database assessment will include:

Access Control Evaluation

We will review user roles, permissions, and authentication mechanisms to ensure that only authorized personnel have access to sensitive data. Weak or default credentials will be identified and addressed.

Configuration Review

Our team will examine database settings for misconfigurations that could lead to performance issues, data leakage, or security vulnerabilities. This includes assessing encryption protocols for data at rest and in transit.

Vulnerability Testing

Using advanced tools, we will identify potential flaws such as SQL injection vulnerabilities, unpatched database software, and exposure to known exploits.

Backup and Recovery Validation

We will evaluate database backup processes to confirm that CRCNV has reliable recovery options in case of a cyberattack or other data loss event.

The results of the database assessment will be presented in a detailed report, providing CRCNV with actionable recommendations for securing its databases. This effort will ensure that CRCNV's data is protected against unauthorized access and potential compromise while maintaining the reliability and availability required for its critical OT operations.

Password Brute Force Attack

CRCNV requests a "brute force" attack to identify weak passwords. This is best performed as an offline process utilizing password hashes. In conjunction with CRCNV system administrators, we will obtain password hashes from all in-scope authentication databases. We will utilize industry-standard tools to attempt to "crack" all passwords represented by the provided hashes and identify any weak passwords. At a minimum, we will identify any passwords that are eight characters or less in length and that contain only upper case, lower case, and numeric characters. Additional checks will be performed to check for common special character substitutions. Any unsalted password hashes will also be checked against publicly available hash databases.

System Categorization

Archer recognizes that effective cybersecurity begins with a clear understanding of the systems in play, their roles, and the risks they face. As part of this engagement, we will conduct a comprehensive system categorization exercise to classify CRCNV's operational technology (OT) systems based on their criticality and risk. This effort will provide CRCNV with the insights needed to allocate resources effectively and make informed decisions to enhance its security posture. This will include identifying systems into low, medium, and/or high impact categories per the CIP-002 standard.

Our system categorization process will begin with a detailed analysis of CRCNV's OT environment, including key networks such as SCADANet, RevNet, and Wonderware Modbus Plus Network. Leveraging industry best practices and frameworks like NIST CSF, we will evaluate each system's operational significance, exposure to potential threats, and impact on CRCNV's overall mission if compromised. Systems will be categorized into tiers based on their criticality, ensuring that the most vital assets receive the highest levels of protection.

Key activities in the categorization process include:

Risk-Based Assessment

Evaluating systems for vulnerabilities, threat exposure, and dependency relationships, ensuring that risks are prioritized appropriately.

Operational Impact Analysis

Assessing the role of each system within CRCNV's operations to determine its significance to

mission critical functions.

Prioritization Framework Development

Establishing a clear framework that categorizes systems by their criticality and aligns them with CRCNV's security objectives and resource constraints.

CIP-002 Mapping

Identifying appropriate CIP impact levels based on CIP-002 Attachment 1 Impact Rating Criteria.

The result will be a structured and actionable inventory of categorized systems supporting CRCNV's proactive cybersecurity approach. This inventory will serve as a foundation for targeted risk management, enabling CRCNV to focus its resources on protecting the most critical assets while ensuring comprehensive coverage of lower-priority systems.

Additionally, this categorization process will provide valuable input for developing CRCNV's OT Security Policy, ensuring alignment between the policy's controls and the operational importance of each system. By integrating categorization with broader risk management initiatives, CRCNV will gain a holistic understanding of its OT environment and a robust strategy for addressing cybersecurity risks.

NERC CIP Assessment

CRCNV requests an assessment of their current state of compliance with applicable NERC CIP standards. Archer notes that CRCNV is not currently registered with NERC but has previously been registered as a Distribution Provider (DP), Purchase Selling Entity (PSE), and Load Serving Entity (LSE). It appears that CRCNV deregistered after finalizing the Bulk Electric System (BES) Definition. Since public information indicates that CRCNV operates 230kV substations, typically part of the BES, we infer that CRCNV has utilized a Local Network (LN) exception for its small transmission footprint.

CRCNV requests analysis against requirements for multiple NERC Function Types. The CIP requirements generally do not vary by function type, although functions play a significant role in assigning impact ratings. Most notably, the Transmission Operator (TOP) and Reliability Coordinator (RC) functions involve Control Centers (CC), which are typically at higher impact ratings than other facilities.

Likely, any CRCNV assets that could be considered part of the BES would be evaluated as low impact. To the extent that CRCNV has SCADA systems capable of controlling its transmission facilities, such systems would likely be considered part of a Control Center and would currently be considered medium impact. Pending changes to CIP-002 will change the Control Center definition and Impact Rating Criteria and would likely allow any such assets to be reduced to a low impact categorization.

For this assessment, we will review any procedural documentation relevant to NERC CIP requirements and interview staff regarding current practices. As necessary, we will review operational and engineering information to perform assessments against the CIP-002 Impact Rating Criteria. We will request additional documentation and evidence as needed to complete our reviews, though much of this may already be available from our work on the cybersecurity assessments. We will assess the current operational and security practices against low impact criteria. We will assess current practices against medium impact requirements for systems associated with the control room. It is very unlikely that CRCNV would be allowed to act as a Reliability Coordinator (RC) and, therefore, has no apparent pathway to reach a high impact categorization for any of its systems.

Deliverables

Archer will provide CRCNV with a suite of deliverables designed to offer actionable insights, practical recommendations, and strategic guidance for enhancing the security of its operational technology (OT) environment. Each deliverable is tailored to CRCNV's unique requirements, ensuring that the results of our assessment are clear, comprehensive, and immediately applicable.

Comprehensive Assessment Report

The cornerstone of our engagement will be a detailed assessment report that synthesizes our findings, prioritizes identified risks, and provides evidence-based recommendations for remediation. This report will include:

- A summary of vulnerabilities, categorized by severity and potential impact on CRCNV's OT systems.
- Practical recommendations for addressing vulnerabilities, ranked by priority to help CRCNV allocate resources effectively.

Network Topology Diagrams and Segmentation Validation Results

To support a clear understanding of CRCNV's OT environment, we will deliver network topology diagrams in .DWG and PDF formats. These diagrams will illustrate the architecture and interconnections of critical networks such as SCADANet and RevNet, highlighting key devices and communication pathways. Additionally, we will include the results of our segmentation validation efforts, demonstrating the effectiveness of VLAN configurations and isolation measures and identifying areas for improvement.

Actionable Roadmap

Archer will develop a tailored roadmap that aligns with CRCNV's operational priorities and resources. This roadmap will outline:

- Short-term remediation tasks for addressing high-priority risks.
- Long-term strategies for implementing systemic improvements, such as enhanced network segmentation and updated security protocols.
- Estimated timelines and resource requirements for each task, enabling CRCNV to plan and execute improvements effectively.

Draft OT Security Policy for Consideration and Adoption

We will deliver a draft of the OT Security Policy, designed to provide a strong governance framework for CRCNV's cybersecurity efforts. This policy will align with recognized standards such as NIST CSF and address specific requirements of CRCNV's OT environment, including access control, device security, and incident response. The draft policy will serve as a foundational document for CRCNV to adopt and adapt as needed to meet its operational and security objectives.

Executive Summary for Leadership Review

To ensure the assessment results are accessible to all stakeholders, we will provide an executive summary that distills key findings and recommendations into a concise and actionable format. This summary will focus on high-level insights and strategic recommendations, equipping CRCNV's leadership with the information needed to make informed decisions and drive meaningful improvements.

NERC CIP Assessment

Our report will assess the extent to which current CRCNV security practices comply with the NERC CIP standards that would apply to its systems based on our assessment of potential impact levels under CIP-002. The report will assess the risk of non-compliance for each Requirement and Requirement Part. We utilize three categories of risk in our reports:

- Low risk - most likely would be found compliant at audit
- Medium risk – potential for non-compliance at audit. Procedural weakness, lack of evidence, or weak controls
- High risk – would likely be found non-compliant at audit

Our report will also include recommendations for improvement for all medium and high-risk findings.

Team Qualifications

Archer's proposed team for this engagement will include the following individuals, representing our ability to address all components of the proposal via a diverse group of industry experts providing all required skills and experience. Full resumes have been provided and a brief overview of their skills is included below.

Stacy Bresler, Managing Partner

Mr. Bresler have decades of experience in technology, cybersecurity, risk management, and compliance. He is a former CIP auditor and holds a certification in NIST CSF assessments.

Steven Parker, Managing Partner

Mr. Parker is a life-long technologist with more than 25 years of experience in cybersecurity. He is also a former CIP auditor and leads our vulnerability assessment practice.

Leonard Chamberlin, Managing Partner

Mr. Chamberlin is a former FERC staff member, having worked on the CIP V5 project. His certifications include the Physical Security Professional (PSP) from ASIS and has previous experience implementing network and communication infrastructures in large electric transmission environments.

Daniel Lance, Senior Security Consultant

Mr. Lance has extensive experience with operational technology as a vulnerability researcher and has worked at various OT security companies. He is our lead vulnerability assessor and penetration tester.

Jeff Johnson, Senior Security Consultant

Mr. Johnson has significant experience within the electric sector including work as a CIP compliance and OT security professional for electric generation facilities. He worked as an enforcement specialist at WECC. He specializes in vulnerability assessments, social engineering, open source reconnaissance, and CIP compliance consulting.

References

Archer is proud to provide references from clients who can attest to our success in delivering cybersecurity solutions in complex operational technology (OT) environments. As required by the RFP,

we have identified references with firsthand experience demonstrating our ability to assess and enhance the security posture of critical infrastructure organizations. These references are a testament to our expertise, professionalism, and commitment to excellence in OT cybersecurity risk management.

To meet the RFP requirements, each reference has been asked to complete the Reference Questionnaire provided in the RFP package. Additionally, we have requested that the reference submit the completed reference form directly to the RFP's designated Point of Contact (POC), ensuring transparency and compliance with the RFP's instructions.

These references reflect Archer's dedication to supporting critical infrastructure organizations with innovative and practical solutions. We are confident that the feedback provided by our clients will affirm our suitability as a trusted partner for CRCNV's OT Cybersecurity Risk Assessment.

References:

- Imperial Irrigation District, Giovanni Ibarra
- Lansing Board of Water and Light
- Arizona Public Service, Conor Martin
- Hoosier Energy, Matt Shoup, or Tyler Bonney



DANIEL LANCE
Senior Consultant

SUMMARY

Daniel Lance is an experienced cyber security professional with deep knowledge of applied electronics, program assessment, and root cause analysis, since 2010. The foremost expert on heavy duty jet turbine vulnerability and criticality. Analytical leader who streamlines operations and maximizes production through process optimization. Hands-on manager who builds high-functioning and motivated teams. Collaborative team member who works effectively within diverse and multifaceted organizations to build lasting relationships with peers, colleagues, and management. Driven entrepreneur with multiple successful ventures.

SKILLS

Cyber Security	Risk Mitigation
Business Strategy	Leadership
Operations	Electronics Repair
Management	Industrial Systems Engineering
Productivity	Sales
Entrepreneurship	Sales Engineering
Quality of Service	10+ Years in Security



PROFESSIONAL EXPERIENCE

Claroty, Remote / New York, NY

2020-Present

- Sales Engineer / Channel North Americas

Served as technical consultant to 40+ Channel partners. Assisted in building services around Claroty products for domain driven Channel partners including review and edit of service models for Claroty strategic partners. Extensive internal operational analysis of business processes reporting directly to the CTO and Worldwide Channel director. Worked to build a hybrid Channel/Solution Engineer role for Regional Sales Directors with a team of six assisting with sales and partners from Central America, North to Canada. Finding new industry use cases for Claroty products leading sales engineering into Greenfield level 3-4 domains.

Nozomi Networks, Remote / San Francisco, CA

2018-2020

- Sales Engineer Worldwide

Tasked with gaining key accounts including top five, oil and gas, Pharmaceuticals, Aerospace and manufacturing. Domain driven knowledge helped to convert tribal accounting of industrial security practices into reference-able knowledge base for use worldwide in Nozomi solutions deployment. Lead key accounts topping \$1 million dollars routinely.

Archer Energy Solutions, LLC, Remote / Portland, OR

2015-2018

- Senior Security and Compliance Consultant

Consultant with multiple high-profile generation and transmission facilities in North America regarding NERC (CIPv5-6). Collaborate with ICS-CERT and US-CERT to coordinate disclosure, effecting 13+ industries. Conduct security audits across the country.

Marel, North America Desk / Reykjavik, Iceland

2013-2015

- Senior Electronics Engineer

Provided remote support to customers, clients, and field service engineers with a focus on X-ray machine operations and service. Traveled extensively, both domestically and internationally, to train and mentor colleagues and peers on X-ray equipment. Utilized root cause analysis to develop solutions for critical equipment failure. Communicated repairs to industry professionals, resulting in authoring a unified troubleshooting process.



Metro Security / Tek Solutions, Kansas City, KS

2010-2013

- Operations Manager / Integrated Systems Engineer

Lead designer for custom built devices including active shooter devices, force protection, and force multiplication. Oversaw all security and automation installations.

Skills Index: HACKING, CODE, NERC, DESIGN, LINUX, WIRESHARK, PROTOCOL, NETWORKS

Technology Profile

OSX	DMP Security Systems	MSoffice
UNIX	PLCs	Burp
msDOS	Allen Bradley	Nessus
NT-Win 8	Omaron	Metasploit
Adobe CS	Mitsubishi PLCs	Kali
Auto Cad	Pluto2	Nmap
Auto Desk	WinNT	Armitage
Axis Cameras	KEYSHOT	Wireshark
Vista Controls	WordPress	Cobalt Strike
Visonic	Omni	IDA
		CIA Tool Kit

Languages

HTML	CSS	Apple Scripts
HTML5	PHP	Bin
C++	WHM	Super User
Ladder Logic	Scripting	CMD
		Visual Basic

Industry Presentations

The Reynolds Company (LIVE), REMOTE
Understanding Your Risks and Where to Start.
Thought leadership discussion

S4X16 ICS Security Conference, South Beach Miami
Forensics of CAN bus

Pacific Rim Security Sessions, Hawaii
What “you’ve got mail” taught me about cyber security



EDUCATIONAL HISTORY

JCCC – Mechanical Engineering, 2009

PROFESSIONAL TRAINING

- Radiation Safety Officer
- 1100 Series Wireless Digital Monitoring Products
- 5800 Wireless Honeywell Security Group Training Course
- Alarmnet Honeywell Security Group Technical Training Course
- Compass 2.0 Honeywell Security Group Technical Training Course
- Gentex CO Detection and Implementation Course
- IP Cameras Honeywell Security Group Technical Training Course
- L5000 Honeywell Security Group Technical Training Course.



JEFFREY W. JOHNSON
Senior Consultant

SUMMARY

Jeffrey Johnson is a seasoned cybersecurity and compliance professional who has worked extensively in the industry since 1995. He has performed numerous and varied roles in Fortune 500 companies such as The Walt Disney Company, Ziff-Davis and Harte-Hanks. He has held positions such as OT Program Manager, NERC CIP compliance oversight project manager, enforcement risk and mitigation engineer, Manager of Cybersecurity Advisory Services, and has been a member of the WICF Steering Committee. He has been a Subject Matter Expert on the Transportation Security Administration's (TSA) Pipeline Security Regulations. He has extensive experience with the NERC CIP standards, Information Technology and Information Security across diverse sectors including utility, gas and pipeline, consumer products and the retail industry. Jeffrey graduated with a Bachelor of Science in Information and Decision Systems at San Diego State University.

SKILLS

- Information and Control System Audits – scoped, estimated, planned and executed
- Regulatory Standards – experience in NERC CIP, TSA SD1 – SD2 and Pipeline Guidelines
- Information Security Frameworks – NIST, ES-C2M2
- Internal Controls – design, documentation, audit
- Identity and Access Management – Provisioned Electronic access to BCSL
- Security Architecture – risk assessment, controls design and specification
- Enterprise Security Risk Management – implemented and managed
- Incident Response and Investigations – implemented and managed
- Cyber Vulnerability Assessments – conducted and remediated findings
- Professional Education – curriculum development, course design, and instruction.

PROFESSIONAL EXPERIENCE

Archer Energy Solutions, LLC

2022-Current

- **Senior Security and Compliance Consultant.** Assist with internal control development for CIP-007-6 R2.2. Work with utility client to find, determine and document any potential areas of non-compliance, liaison with the Regional Entity. Collaborate on the implementation of CIP-012. Provide experience with gap assessment of oil and gas pipeline compliance with TSA SD1, SD2, and Pipeline Security Guidelines. Participate in the conduct of a TSA Pipeline Validated Network Architect Design Reviews (VADR). Assist with utility's compliance needs to transition from Low Impact to Medium Impact.

KPMG LLP

2021-2022

- **Manager, Advisory, Cyber Security Services.** Provided world class cybersecurity risk and governance consulting services to clients. Developed Statements of Work to drive projects and produce deliverables. Provided oversight into client's TSA Security Directive 1, 2 and TSA Pipeline Measures' compliance.

Western Electricity Coordinating Council

2019-2021

- **CIP Staff Mitigation Engineer – Enforcement & Mitigation.** Assessed risk of possible non-compliance and recommended enforcement actions appropriate to the assessed risk posed by the violation. Reviewed and analyzed potential instances of non-compliance with CIP Reliability Standards. Assessed the adequacy of a member organization's mitigation plan and completion of mitigation plans. Provided technical guidance and oversight on various WECC/NERC initiatives. Supported Intra-departmental initiatives in collaboration
-



with the Enforcement and CIP audit team. Participated in other assigned activities to benefit the WECC organization.

San Diego Gas & Electric

2012-2019

- **Federal Regulatory Compliance Electric Reliability Compliance Project Manager II. 2016-2019.** Mentored the NERC CIP Advisor in the Federal Regulatory Compliance team. Selected to be a mentor in the Semptra M-Power Mentoring program. Led cross-functional teams from CIP impacted BU's in the compilation of Reliability Standards Audit Worksheets (RSAWs), evidence and narratives for the 2018 Mock and WECC Audit, as well as numerous responses to WECC data requests. Created the SDG&E CIP-003-06 Low Impact Compliance Procedure(s) to meet Low Impact compliance for GO/GOP/TO/TOP/Cybersecurity/Corporate Security. Led the 2016/2017 project to deploy NERC CIP training both online and in a classroom to over 650 SDG&E employees. Researched, developed and presented the new 2018 NERC CIP training platform, Curricula. Assisted in documentation and extensive testing of Price Waterhouse Cooper developed Internal Controls for all CIP Impacted BU's. Elected Steering Committee Member of the Western Interconnection Compliance Forum (WICF), maintained SDG&E's positive reputation amongst multiple other utilities. Managed the 2016/2017/2018 Cyber Vulnerability Assessments for Medium Impact Substations across SDG&E service territory. Provided technical guidance from WECC to Business Units on key NERC CIP issues. Participated in several WECC CIP User's conferences nation-wide to broaden knowledge. Provided expert regulatory analysis and compliance guidance to Electric Grid Operations. Fostered relationships between SDG&E and several compliance vendors. Filed relevant information with WECC's portal for self-logging and compliance events.
- **Generation – Operational Technology Project Manager II. 2012-2016.** Supervised Generation Contractor during the 2016 Miramar and Cuyamaca Control System upgrades. Led cross-functional team during the 2014 Emerson Ovation Network Design Project to upgrade and merge Palomar and Miramar's Turbine Control Systems Networks. Managed the contracting and oversight of external vendors/contractors and technology providers. Maintained Electric Generation's CIP Version 3 compliance until Palomar Energy Center and Miramar Energy Facility were deemed non-critical in August 2013. Liaison between Electric Generation Management team and Federal Regulatory Compliance as well as Regulatory Legal. Ran the SDG&E San Diego Generation Version 3 CIP Compliance program from March 2013 to August 2013. Laid the groundwork for San Diego Electric Generation's Version 5 Low Impact Compliance. Provided expert guidance to Palomar and Miramar Plant Operators with IT best practices. Responsible for patching all operating systems and applications for Palomar Energy Center, Miramar Energy Facility and Cuyamaca Power Plant. Ensured Electric Generation maintained the highest levels of CIP compliance across the standards. Performed complete Cyber Vulnerability Analysis of Generation Assets in 2013. Maintained Local Area Networks and Wintel Server infrastructure of all three SDG&E generating plants. Provided 24x7 operational and technical support, including on-call responsibility. Interfaced with the California Independent System Operator (CAISO) on real-time generation and revenue monitoring, troubleshoot failures to maintain constant connectivity. Responsible for 99% reliability of Generation Networks resulting in extremely rare outages. Led the 2015 project to link all three facilities into one Windows Active Directory Domain.

Harte-Hanks Market Intelligence

1995-2000 / 2006-2012

- **Network Services Technician.** Provided customer support and service to locations throughout the Harte-Hanks organization including in Europe, Asia, and South America. Responsible for desktop, laptop, telecom support, and all peripherals connected to the Harte-Hanks WAN. Ensured remote connectivity via Cisco VPN for all home office and remote office users. Demonstrated compliance with all applicable SOX standards. Ensured client data protection using Altiris Snapshot and Symantec Ghost. Supported all in-house HHMI applications including Fulfillment and Billing and Contract Storage Software. Audited and tracked all Sarbanes-Oxley compliance issues with regards to user security, backup integrity, remote user connectivity, and Active Directory Domain object administration. Outlook administration and client support for 100-plus users. Monitored and administered business-critical tape backup system and



software. Supported the business unit's CRM application (Pivotal) for multiple divisions of Harte-Hanks. Mentored and provided the highest escalation for junior IT members.

Disney Consumer Products

2000-2004

- **Senior Technical Analyst.** Led cross-functional team during the conversion of Disney Stores Lotus Email system to Exchange for 1500 users. Mentored Junior Technical Analysts. Supervised Network and Server Contractors for mission-critical projects for Disney. Administered the primary Storage Area Network for three different Disney divisions, including ABC television. Managed 15 terabytes of information daily. Provided 24 x 7 support for infrastructure including Win2k servers, Solaris SUN servers, Quantum ATL robotic tape libraries, and Brocade SAN Switches. Led the project of Data Center Consolidation with regards to the migration of three separate backup systems to one centralized unit. Completed a Server project consolidating three Netware 5.1 servers to five Windows 2000 file and print Servers. Installed and configured Cisco 4500, 5509, and 6506/6509 Catalyst Switches. Served as Tier-3 escalation for Help Desk Analysts and PC/Desktop Analysts. Traveled to Disney Stores in Japan and France to deploy client-server-based retail trend analysis application.

EDUCATIONAL HISTORY

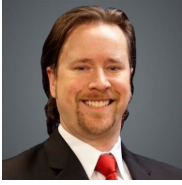
San Diego State University – 1998

New Horizons Technology Institute - 2003

PROFESSIONAL CERTIFICATIONS/TRAINING

Past Certifications/Training

- Microsoft Certified Professional
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LEONARD CHAMBERLIN III | CISSP, CISA, PSP
Principal Consultant

SUMMARY

Leonard Chamberlin is an industry-established security and compliance consultant with hands-on experience established as far back as 1998. He has extensive experience in large-scale digital network engineering, cybersecurity, and physical security focused on Industrial Control Systems (ICS) for the energy sector. He has implemented effective cyber and physical security controls in vertically integrated utilities, including field networks, substation automation, and NERC Critical Infrastructure Protection (CIP) compliance.

Mr. Chamberlin has been responsible for the design, procurement, configuration, installation, monitoring, maintenance, documentation, change management, disaster recovery, and NERC CIP compliance of IP-based substation communications and EMS networks.

Leonard previously completed five years of service as an Energy Industry Analyst for the Federal Energy Regulatory Commission (FERC). He was a technical lead auditor on CIP audits, network architecture reviews, investigations, and NERC notice of penalties teams. He was the team lead for FERC involvement in the development of the National Institute of Standards and Technology (NIST) cybersecurity framework (CSF) as well as the Federal Smart Grid Task Force (SGTF).

SKILLS

- Critical Infrastructure Security and Resilience – assessment, implementation, management
- NERC CIP Regulatory Compliance – audits, implementation, management
- TSA Security Directive (SD-02) Compliance – Architecture Design Reviews
- Information Security Frameworks – NIST CSF, NIST 800-53, NIST 800-82, ES-C2M2
- Program Management – designed/developed, implemented, and managed within multiple business sectors (Electric, ONG, Financial, Telecom)
- Information Sharing & Threat Analysis– development, implementation, management
- Cyber Vulnerability Assessments – conducted, documented, and audited
- Incident Response and Investigations – implemented and managed
- Project/Team Management – led cross-functional teams, often from multiple business disciplines (IT, OT, Field Techs, Corp, etc.) and multiple companies/agencies/countries
- Tactical and Strategic Security Leadership – front-line to board-level communication
- Professional Education– instruction

PROFESSIONAL EXPERIENCE

Archer Energy Solutions, LLC

2015-Present

- **Managing Partner / Senior Security Consultant.** Serving as one of the managing partners at Archer since 2021. Project work includes performing cyber and physical security consulting for major utility clientele; Subject Matter Expertise for all aspects of NERC CIP compliance implementation, mock audit/interview preparation, and audit support; assessing physical security postures against CIP-014 requirements; leading Cybersecurity Architecture Design Review (CADR) teams to evaluate compliance with TSA Security Directive 02; creating and delivering presentations to cross-functional personnel across utility business areas; and performing assessments using the NIST CSF.
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Energy Sector Security Consortium, Inc. (EnergySec)

2016-Present

- **Instructor.** Leads formal classroom training on subjects such as NERC CIP Bootcamp, NERC CIP Auditor Workshop, and substation communications.

Federal Energy Regulatory Commission

2010-2015

- **Office of Energy Infrastructure Security – Energy Industry Analyst. 2012-2015.** Senior technical analyst for network architecture reviews. Team-lead for office involvement in the Presidential Executive Order on cybersecurity, as well as team-lead for smart grid and vendor-outreach teams - Team-lead responsibilities included the creation of assignments and direction of work to meet office goals with minimal management guidance; all deliverables completed on schedule and resulted in continued close collaboration among all agencies involved. Participated in NIST / SGIP smart grid cybersecurity working group and Federal Smart Grid Task Force. Coordinated security alerts with the ES-ISAC and ICS-CERT. Selected for a competitive 18-month Leadership Development Program in 2013.
- **Office of Electric Reliability – Energy Industry Analyst. 2010-2012.** Senior auditor for NERC CIP compliance audits and investigations of registered entities. Technical lead for FERC-led audits of registered entities – Technical-lead role included team management for the audit duration, deliverables, and feedback. Team lead for smart grid initiatives, which included direction of work products related to situational awareness of international, domestic, and standards-related smart grid initiatives. Responsible for event analysis of cybersecurity-related issues and reviewing proposed NIST standards for smart grid.

Entergy / Smartdog Services, LLC

2004-2010

- **Substation Network Engineer.** Created the logical architecture for next-generation private IP-based EMS/SCADA intranet for grid state monitoring, command and control, VoIP, and video monitoring between seven control centers and roughly 1500 electric substations. As network administrator for “SCADAnet”, was responsible for architecture, cybersecurity, procurement, configuration, installation, monitoring, maintenance, documentation, change management, and NERC CIP compliance. Project-lead responsibilities on the SCADAnet project included managing field installation teams in each of Entergy’s five service territories, oversight of numerous contractor/vendor projects, and annual budget planning and utilization. Implemented wireless Ethernet solution for substation communications for disaster recovery post-Katrina. Extensive testing w/ Sandia National Labs under DOE funding to develop OPSAID technology specification for open source secure digital communications software for industrial process control systems.

Veritech, LLC

2002-2004

- **Co-owner / Network Engineer.** Partnered to create a small independent consulting services firm. Major projects included developing and staffing a new network management group for McDermott’s global operations, performing security audits and developing mitigation plans for local banks, and resolving wireless network issues for a subsidiary of Zen-Noh to deliver wireless connectivity to barges in the range of its MS river operations. Management of accounts included all pre-sales, budgeting, and clientele billing activities.

Sprint Paranet

2000-2002

- **Technical Solutions Consultant.** Performed technical consulting focusing on large-scale network engineering and information systems security for regional and national customers. Led the Gigabit Switch Router (GSR) install team due to unique experience working with GSRs. Projects primarily entailed configuration, installation, and troubleshooting of routing, switching, firewall, or VPN-based solutions.

American MetroComm

1999-2000

- **Network Engineer.** Responsible for technical performance evaluation/roll-out/documentation/provisioning/troubleshooting of a new ATM-based hybrid voice/data network service.

Shell Oil / Shima Systems Services, Inc.

1998-1999



- **Database Administrator.** Developed Microsoft Access databases that generated highly customized graphs and reports for Shell Oil operations and management.

EDUCATIONAL HISTORY

Tulane University – 1998

PROFESSIONAL CERTIFICATIONS/TRAINING

Current Certifications

- Certified Information Systems Security Professional (CISSP)
- Certified Information Systems Auditor (CISA)
- ASIS Physical Security Professional (PSP)

Past Certifications/Training

- Cisco Certified Security Professional (CCSP)
- Cisco Wireless LAN Support Specialist (CQS)
- Cisco Information Systems Security Professional (InfoSec)
- Cisco Certified Network Professional (CCNP)
- Cisco Certified Network Associate (CCNA)

AWARDS

- Quality Service Award, annually 2011-2014 – FERC
- T&D Magazine Project of the Year 2007 – Entergy
- PMI Project of the Year 2005 – Entergy
- Excellence Award Third Quarter 2001 and Second Quarter 2000 – Sprint Paranet
- Japanese Language Proficiency Level 4 – The Japan Foundation

PRESENTATIONS

Provided numerous briefings at conferences and seminars as a subject matter expert on cybersecurity, network architecture, synchrophasors, and compliance. Details can be provided upon request.



STACY BRESLER | CISM, CISA
Principal Consultant

SUMMARY

Stacy Bresler has been an energy sector security and compliance consultant since 1996. He is a former bank cybersecurity consultant, former electric utility employee, former Corporate Information Security Officer (PacifiCorp), and served as a NERC Critical Infrastructure Protection (CIP) Compliance Auditor. He was one of the first CIP auditors hired by the Western Electricity Coordinating Council (WECC). As a Senior Compliance Engineer, he was a key participant in developing security regulations related to the electrical grid. He is a NERC-certified lead auditor for NERC Operations and Planning (693) and the CIP reliability standards. He has led and participated in more than 60 formal NERC Audits and has been a trusted security consultant for many industries.

Mr. Bresler, as a Principal Investigator at EnergySec, was instrumental in helping lead a unique industry-specific security organization toward sustainability as part of a Department of Energy (DOE) collaborative agreement. The project was to build a national electric sector cyber security organization, which became what EnergySec is today. In addition to his NERC auditor certifications, Stacy has held credentials as a Certified Information System Auditor (CISA) and Certified Information Systems Manager (CISM), Certified Information System Security Professional (CISSP), SANS GIAC Security Essentials Certification (GSEC), Microsoft Certified Professional (MCP) and Microsoft Certified Systems Engineer (MCSE).

SKILLS

- Compliance Office Management – implemented and directed at multiple utilities
- Project Management – scoped, estimated, planned, and delivered IT/OT projects
- Program Management – designed/developed, implemented, and managed within multiple business sectors (Electric, Oil & Gas, Banking)
- Regulatory Standards – experience in NERC, TSA Directives, HIPPA, PCI, GDPR
- Information Security & Compliance Frameworks – ISO, COBIT, COSO, NIST CSF
- IT Control Center Management – designed, developed, and implemented
- Internal Process Controls - designed, implemented, and managed
- Enterprise Security Risk Management – implemented and managed
- Executive and business area communications – implemented and managed
- Physical security systems – planned new installations
- Holistic security risk assessments (cyber, physical, personnel, critical dependencies) – conducted
- Personnel and access control – designed, developed, implemented, and managed
- Compliance auditing – conducted and led audits
- Business continuity and disaster recovery – designed, developed, implemented, and managed
- Emergency management/incident response – designed, developed, and implemented

PROFESSIONAL EXPERIENCE

Archer Energy Solutions, LLC

2014-Present

- **Managing Partner & Senior Security Consultant.** Serving as one of the partners at Archer Energy Solutions, LLC since 2014. Project work includes NERC CIP Compliance consultation and hands-on support, security leadership advisement, security program development, security risk assessments, and security control/process design. Stacy specializes in security/compliance gap analysis, security policy and process design, and risk-based assessments. NERC CIP audit experience is often leveraged to help utilities prepare for upcoming audits. Recent activity has been focused on developing enterprise-level programs that
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support transitioning to sustainable compliance solutions. Mr. Bresler also oversees Archer's financial and back office endeavors, including accounts payable, accounts receivable, payroll, and insurance management.

Stacy has been directly involved in some of North America's largest utilities NERC CIP compliance program enhancement projects, including transformation needs and overcoming significant non-compliance violations situations. Stacy has also supported many complex technology projects in the energy sector. He has been engaged by organizations such as APS, Conoco Oil, Duke Energy, KCP&L (now Evergy), MISO, Chevron, and DTE.

Energy Sector Security Consortium, Inc. (EnergySec)

2010-Present

- **Vice President, Outreach and Operations.** As one of the founders of EnergySec, Stacy was part of the team that led this grassroots, all-volunteer non-profit organization to become the recipient of the National Electric Sector Cybersecurity Organization collaborative award from the Department of Energy, a \$5.9 million grant. Stacy's responsibilities as an executive of this organization are to support outreach efforts designed to increase awareness of good security practices, promote innovative security solutions, and establish forums to discuss (and find solutions to) cybersecurity challenges the industry faces. Stacy is also responsible for building learning opportunities that help the industry improve its security and compliance posture.

Western Electricity Coordinating Council

2009-2010

- **Senior Compliance Engineer.** As a senior compliance engineer at WECC, Mr. Bresler was tasked with performing and leading spot checks, self-certification/self-report reviews, audits, and investigations of the entities registered with WECC. These audits were primarily regarding the CIP Standards, CIP-001 through CIP-009. Additionally, Stacy performed the following activities: Participated in Regional forums to drive consistent audit approaches; engaged in industry working groups to stay abreast of process control security issues/solutions; provided input to the standards development team to help ensure the requirements were auditable; developed internal processes/practices to gain efficiencies; and, took part in WECC outreach activities (discussions, Q&A, workshops, etc.).

The team's focus, of which Stacy was a valued member, was to consistently and fairly audit the cyber security standards as written to improve reliability with good security practices in mind. Stacy audited more than 60 responsible entities.

PacifiCorp

2001-2009

- **Chief Information Security Manager (CISO).** When hired, PacifiCorp had no security program. Stacy led the organization through the many challenges of developing a culture of security. This was done by creating formal security governance and assurance programs focusing on risk management. Stacy utilized standards such as the NIST 800 series, COSO, CobiT, and ITIL to help assure completeness in these programs. He was a leader in defining and managing security controls to comply with security-centric regulations such as Sarbanes-Oxley and the Critical Infrastructure Protection Standard (CIPS).

By implementing security practices such as formal patch management, vulnerability management, threat management, log management, and security awareness programs, Mr. Bresler built a successful security program at PacifiCorp. His primary focus was developing security solutions that matched the complexity and uniqueness of industrial control environments.

This role required him to present to executives and senior management regularly. The chief information security officer position also required Stacy to build relationships outside the organization - a practice he has considerable experience in. Stacy managed multi-million dollar budgets and a highly skilled security team. Through these efforts, Mr. Bresler demonstrated superior business acumen.



U.S. Bancorp

1999-2001

- **Sr. Information Security Consultant.** Mr. Bresler was responsible for guiding business units and IT on all things related to information security. He was also responsible for designing and implementing the intrusion detection system at U.S. Bancorp. Stacy worked with the business areas to build solutions that resolved OCC, external/internal audit, and regulatory security findings. Mr. Bresler was assigned to focus on management and security awareness projects, including supporting the security controls for U.S. Bancorp's first online banking solution. During Stacy's tenure at U.S. Bancorp, he was the security lead on 37 different Internet application projects that varied in complexity from content management solutions to secure file transfer solutions between financial partners [CheckFree, Derivion/Metavante, etc.].

T.H.I.S. Computer Solutions

1997-1999

- **Director of Services.** Stacy performed daily management of outsourced staff, created business opportunities, and provided short- and long-term consulting services. He was also responsible for creating the T.H.I.S. internet service provider service. He helped implement communication links with hundreds of businesses in the Pacific Northwest - including installing communication devices, working with upstream communication providers, and designing complex technology solutions for organizations such as Hewlett-Packard, Conoco Oil, and the Fort James paper plant.

MasTech

1996-1997

- **Sr. Consultant.** This work was conducted onsite as a Microsoft Exchange Consultant at Chevron in San Ramon, California. Overall responsibilities included consulting Chevron on migration procedures for MSMail and SMTP users to Exchange, developing support strategies for 33 domestic servers in a single site, MSMail infrastructure and client base, documenting Chevron-specific processes for support, installation, and migration of Exchange server components and client components.

EDUCATIONAL HISTORY

University of Oregon – 1988

PROFESSIONAL CERTIFICATIONS/TRAINING

Certifications Held

- Certified Information Security Manager (CISM)
- Certified Information Security Auditor (CISA)
- Certified Information System Security Professional (CISSP)
- SANS GIAC Security Essentials (GSEC)
- Microsoft Certified System Engineer (MCSE)
- Cadence Project Management Certified

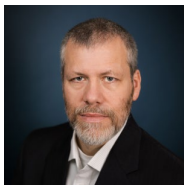
Training

- Regional Leadership Forum Training (Society of Information Management program)
 - Pathways to Leadership Training
 - DHS OPSEC for Controls Certification of Training
 - DHS Cyber Security for Control Systems Engineers
 - NERC: Fundamentals of Auditing for NERC Compliance Team Leaders
 - NERC: Completion of Fundamentals of Auditing
 - Air Force: Morse Code Training
 - Air Force: Radar Operation Training
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AWARDS

- National Cyber Security Leadership Award, SANS Institute, 2008
 - Star Award, Internal Audit recognizing outstanding leadership and performance, 2007
 - Certificate of Excellence, Outstanding performance in completing the Society of Information Management's Regional Leadership program, 2005
 - Pathways to Leadership Certification of Completion, 2003
 - Certification of Appreciation for Outstanding contributions in all security projects, Karlin Bohnert, VP and CTO, 2002
 - Star Award, Outstanding performance, Rich Wale, Sr. VP and CIO, 2001
-



STEVEN PARKER
Principal Consultant

SUMMARY

Steven Parker is a seasoned security and compliance consultant who has been in the energy industry since 2001. He has extensive expertise in critical infrastructure protection within the energy sector. He was part of the original audit team that established the NERC CIP audit program at the Western Electricity Coordinating Council (WECC). He designed, developed, and has taught NERC CIP education courses to thousands of professionals. His experience includes a broad range of security disciplines including e-commerce, identity management, intrusion detection, forensics, incident response and investigations, security event monitoring, and NERC CIP compliance.

SKILLS

- Information and Control System Audits – scoped, estimated, planned and executed
- Regulatory Standards – experience in NERC CIP, TSA
- Information Security Frameworks – NIST, ES-C2M2
- Internal Controls – design, documentation, audit
- Identity and Access Management – design and implement
- Security Architecture – risk assessment, controls design and specification
- Enterprise Security Risk Management – implemented and managed
- Incident Response and Investigations – implemented and managed
- Cyber Vulnerability Assessments – conducted
- Professional education – curriculum development, course design, and instruction

PROFESSIONAL EXPERIENCE

Archer Energy Solutions, LLC

2014-Present

- **Managing Partner / Senior Security and Compliance Consultant.** Serving as one of the partners at Archer Energy Solutions, LLC since 2014. Project work includes NERC CIP compliance and security technology. Steve has many years of NERC CIP audits under his belt and has been supporting the maturation of security controls for utilities since 2001. Steve also serves as Chief Financial Officer with duties including contract reviews and corporate taxes (domestic and international).

Energy Sector Security Consortium, Inc. (EnergySec)

2010-Present

- **President. 2013-Present.** Responsible for overall strategy, leadership, and oversight of a non-profit organization supporting cyber security initiatives in the energy sector. Leading the development of educational and workforce development programs, including apprenticeships. Provide industry thought leadership and outreach, including public speaking and partnerships with other industry organizations.
- **Vice President, Technology Research and Projects. 2010-2013.** Responsible for technology related projects, research, and activities in support of a U.S. Department of Energy cooperative agreement to form the National Electric Sector Cybersecurity Organization. Developed program strategies, interfaced with DOE project management, and performed industry outreach.

Western Electricity Coordinating Council

2009-2010

- **Senior Compliance Engineer.** Served as a staff expert in cybersecurity and as a senior auditor for the NERC CIP standards. Participated in CIP audits and investigations, including duty as team leader. As a member of the CIP Compliance Working Group, contributed to the development of audit practices and approaches throughout all eight NERC regions. Provided outreach to NERC registered entities via established WECC
-



user group meetings, open mic calls and direct response to submitted questions. Actively participated in the Compliance Monitoring and Enforcement Program via review of Self Reports, Mitigation Plans and other compliance monitoring products. Consulting and advisory services specific to critical infrastructure security and regulatory guidance in areas such as strategic executive advisory, regulatory and legislative landscape, NERC Critical Infrastructure Protection (CIP) audit preparation, gap analysis, self-certification, compliance support, program implementation, training and technical remediation.

PacifiCorp

2001-2009

- **Senior Security Consultant.** Responsible for review and consulting for technology projects; incident response and investigations; support of enterprise log management system; writing security position papers and recommendations; and review and approval of firewall configurations. Gained more than two years of mainframe security experience (CA Top Secret); redesigned mainframe security profiles in response to internal audit findings; designed network perimeter for e-commerce, internet, and extranet environments; designed and developed log management system; ensured compliance with cyber security requirements of FERC Order 706 (NERC CIP); served as lead forensic investigator for all security incidents; and wrote corporate security policies.

U.S. Bancorp

2000-2001

- **Security Consultant.** Responsible for security oversight of Windows NT and Novell eDirectory environments. Administered PKI solution used for merchant customer authentication; made recommendations on firewall configurations and other perimeter protection technologies; developed specifications for security configurations for both internal and external Novell Directory Services directories; researched new technologies and provided recommendations for secure implementation; provided 3rd-level support for security issues on distributed platforms, including NT, Novell, firewalls, proxy servers and PKI infrastructure. Designed and deployed IDS system. Designed and implemented LDAP-based authentication and authorization strategy for intranet applications. Implemented LDAP-based authentication for corporate-wide HR system.

Nextel Communications

1997-2000

- **PC/Lan Technician, TekSystems.** Provided desktop and server support for sales, engineering and administrative staff. Supported phone, PBX, and voicemail for local offices.

Portland State University

1997

- **Computer Action Team Member.** Provided 1st level support for students and faculty. Participated in the UNIX systems administration training program. Co-developed Perl-based systems monitoring package and associated web interface.

EDUCATIONAL HISTORY

Portland State University – 1996-1998

PROFESSIONAL CERTIFICATIONS/TRAINING

Past Certifications/Training

- Certified Information Systems Security Professional (CISSP)
 - Certified Information Systems Auditor (CISA)
 - Snort Certified Professional (SnortCP)
 - Novell CNA
 - SANS GSEC
-



ARCHER

Archer Energy Solutions, LLC



PREPARED FOR: Colorado River Commission of Nevada

SUBMITTAL: December 16, 2024

PROPOSAL: OT Cybersecurity Risk Assessment Price Proposal

CONTACT

Stacy J. Bresler
Managing Partner
503-789-5515
s.bresler@archerint.com

Pricing Proposal

For the Colorado River Commission of Nevada

Project: OT Cybersecurity Risk Assessment
Solicitation: 69CRC-S3055

Proposer: Archer Energy Solutions, LLC
Date: December 16, 2024

Not To Exceed Pricing

Archer proposes a not-to-exceed price of \$69,360.00 to perform the work proposed in this bid. We will bill for actual time worked at the submitted rates with total billing for labor not to exceed \$69,360.

Travel Costs

Since portions of the work proposed will require our staff to be onsite at CRC facilities, we will bill for actual travel expenses in accordance with CRC and/or State of Nevada travel expense policies. For budgeting purposes, we estimate approximately \$5000 in travel costs for roughly two weeks onsite.

Attachment E

Cost Schedule

COST SCHEDULE
Engineering Services

Vendor Name Archer Energy Solutions, LLC

Direct Labor – Job Titles	Hourly Rate
A. Managing Partner	\$ 265.00
B. Senior Security Consultant	\$ 245.00
C. Project Manager	\$ 160.00
D.	\$
E.	\$
F.	\$
G.	\$
H.	\$
I.	\$
J.	\$

**COLORADO RIVER COMMISSION OF
NEVADA AGENDA ITEM F
FOR MEETING OF FEBRUARY 11, 2025**

SUBJECT: *For Possible Action:* Approval of Contract No. ES-25-02 between successful bidder, Archer Energy Solutions LLC, and the Colorado River Commission of Nevada, based on Bid Solicitation No. 69CRC-S3063 for Information Technology Cybersecurity Risk Assessment for the Commission's operations in the amount of \$48,010 and authorize a change order contingency amount of \$4,990 for total contract amount not to exceed \$53,000.

RELATED TO AGENDA ITEM:
Item E.

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:
None.

STAFF COMMENTS AND BACKGROUND:

A. Background for Contract

In September 2024, the Legislative Auditor reported to the Legislative Commission the results of its audit of the CRCNV. One of the requirements of the audit is for the CRCNV to, *"Perform and document a formal IT risk assessment covering the main CRC network and Power Delivery Project IT operations and ensure sensitive IT systems are identified."* Recommendation #8.

The Staff checked with the Nevada's Office of Chief Information Officer (OCIO) to inquire if they could perform the assessment. The OCIO indicated they did not have the resources available for such an assessment for the CRCNV's Information Technology (IT). After review, Staff recommended to have an independent evaluation for the risk assessment of the CRCNV's IT operations to meet the auditor's requirement.

Staff issued a Request for Proposals and received 18 bids for the IT Risk Assessment.

After evaluating the numerous bids, Staff recommends the CRCNV enter a contract with Archer Energy Solutions LLC to perform the IT Cybersecurity Risk Assessment.

B. Proposed Contract

The proposed contract with Archer Energy Solutions LLC is for an amount of \$48,010 with a contingency amount not to exceed \$4,990 for a total contract not to exceed \$53,000.

C. Staff's Recommendation

Staff recommend the CRCNV approve the contract so the required risk assessment may be performed as required by the Legislative Audit.

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
Fax:	N/A
Email:	SPELKOWSKI@CRC.NV.GOV

Contractor Name:	ARCHER ENERGY SOLUTIONS LLC
Address:	12042 SE SUNNYSIDE RD, SUITE 292
City, State, Zip Code:	CLACKAMAS, OREGON 97015
Contact:	STACY BRESLER
Phone:	503-789-5515
Fax:	N/A
Email:	S.BRESLER@ARCHERINT.COM

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

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

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.
 - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
 - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
 - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

CETS# 30211
RFP# 69CRC-S3063

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

Effective from:	03/11/2025	To:	03/11/2029
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	SCOPE OF WORK
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	STATE SOLICITATION #69CRC-S3063
ATTACHMENT DD:	VENDOR PROPOSAL

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

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

\$48,010	per	Contract
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Total Contract or installments payable at:	Monthly Invoicing for actual time up to Contract Not to Exceed
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Total Contract Not to Exceed:	\$53,000
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

9. INSPECTION & AUDIT.

- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
 - 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

- 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.
- E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
 - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
 - 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.
11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any

breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

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

- A. Insurance Coverage. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:
 - 1) Final acceptance by the State of the completion of this Contract; or
 - 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

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

B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.

- 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

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

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

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

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in 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.


17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and 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.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - A. Any federal, state, county or local agency, legislature, commission, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

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

26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

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

 _____ Independent Contractor's Signature	01/24/2025 _____ Date	Managing Partner _____ Independent Contractor's Title
--	-----------------------------	---

 _____ Eric Witkoski State of Nevada Authorized Signature	2/3/2025 _____ Date	Executive Director _____ Title
---	---------------------------	--------------------------------------

APPROVED BY BOARD OF EXAMINERS

 Signature – Board of Examiners

On: _____

 Date

Approved as to form by:

_____ Michelle Briggs Special Counsel for Attorney General	On: _____ _____ Date
--	----------------------------

Attachment AA

Scope of Work

COLORADO RIVER COMMISSION OF NEVADA

IT Cybersecurity Risk Assessment

SCOPE OF WORK

OCTOBER 2024

REVISION 0



Revisions

<u>REVISION</u>	<u>DESCRIPTION</u>	<u>DATE</u>
0	INITIAL ISSUE	11/05/2024

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01 00 00 – GENERAL REQUIREMENTS

01 11 00 - SUMMARY OF WORK

1. Project Description

- a. The Colorado River Commission of Nevada (CRCNV, Owner) Information Technology Group is undertaking a project to perform a cybersecurity risk assessment of its Information Technology (IT) network.
- b. 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.
- c. There are currently two networks and 3 VLAN networks in the main office. These networks are the following:
 - i. SilverNet
 - 1. State of Nevada Information Technology (IT) Network
 - 2. Connected to approximately 40 computers and other devices.
 - ii. CoxNet
 - 1. Internet facing network.
 - 2. DMZ Zone
 - iii. VLAN Networks
 - 1. Guest Wi-Fi
 - 2. IoT Network
 - 3. Surveillance Camera
- d. Our Power Delivery Group (PDG) computers, network and equipment are under a separate contract for risk analysis. The employees are included in this contract.

2. Project Objective

- a. The objective of this project is to comprehensively identify potential risks to our existing networks in their current configuration and provide a summary report with actionable solutions identified for management with estimated solution complexity, costs, and timelines for implementation.

3. Scope of Work

- a. The assessment should include information security guidance that is aligned with industry standards, best practices and methodologies outlined in the National Institute for Standards and Technology (NIST), Cyber Security Framework (CSF), and any other applicable standards.
- b. The following shall be performed as a part of the risk assessment:
 - i. Preliminary Network Mapping
 1. The contractor shall perform their own mapping of the network prior to the start of penetration and perimeter testing.
 2. This shall include on-site visits for discussions with the various stakeholders and collection of pertinent data whether it be drawings or in field data collection.
 3. All testing and reporting shall be done referencing this network document.
 4. At the end of the project this document should be finalized and issued to Owner as a Visio file as well as a PDF.
 - ii. Penetration Testing
 1. Includes the entire perimeter and any critical systems, this includes both the internal (LAN to LAN) and external (public-facing) perimeters.
 - iii. Perimeter Testing
 1. Includes the entire perimeter and any critical systems, this includes both the internal (LAN to LAN) and external (public-facing) perimeters.
 2. Firewalls, authentication servers, etc. should be included in the testing.
 3. Perform an in-depth cybersecurity vulnerability assessment and penetration testing of infrastructure of
 - a. Internal network – all internal systems including routers, switches, physical and virtual servers, data storage infrastructure, and public computers and other connected IT devices: including all Demilitarized (DMZ)

systems to include flow of controls from external and internal systems.

- b. External network - all external public-facing systems including firewalls, FTP, web servers, and web service interface points.
4. Enumerate systems on the network and validate them against known systems. Identify any unknown or unexpected systems.
5. Identify, analyze, and confirm vulnerabilities. It is expected that qualified Contractor personnel will know how to look deeper into potential vulnerabilities for other security holes, misconfigurations, and other problems to follow the vulnerability to its end. It is expected that the Contractor will share method and process (i.e., e-mail's screen shots, files, etc.) of successful penetration in addition to a list of open ports, missing patches, or possible vulnerabilities.
6. The Contractor shall conduct security risk assessment scans on mission-critical applications. All vulnerabilities reported as Critical/High shall be detailed in the 'Findings' section of the final deliverable. A complete list of vulnerabilities shall be provided in a separate appendix. Each vulnerability or risk identified shall be categorized as a Critical/High, Medium, or Low.
7. User Privilege Escalation: Throughout the assessment, the Contractor shall attempt to complete user privilege escalations in order to further compromise, or demonstrate the effectiveness of, the security of established controls within Owner's environment. This testing will assist in determining if access control systems are effectively enforcing user access and permission levels are configured correctly based on job function.
8. Segmentation Testing: The Contractor shall test the segmentation controls of all segregated network segments from a sample of completely isolated/segmented networks

(ensuring that each type of segmentation point is represented, such as firewalls, VLAN on switch, etc.).

9. Wireless Scanning (both private and guest): The service provider shall identify rogue wireless devices and additional security architecture weaknesses related to the wireless networks.
10. Applications
 - a. Provide authenticated application vulnerability scanning and penetration testing the security service provider will conduct security risk assessment scans on external facing applications.
 - b. Identify application security vulnerabilities and perform active exploit through identified vulnerabilities (Note: Exploit should stop at the point of proof of compromise but not causing any business interruption).
11. Look for erroneous configurations that may lead to information leaks, theft of data, or even intrusion and denial of service attacks.
12. Brute Force Attack: The Contractor shall conduct a brute force attack to check for weak passwords. The objective of this test is to confirm whether passwords are meeting security best practices.
13. Social Engineering (Phone and E-mail): During the Social Engineering phase of the assessment, the Contractor shall attempt to impersonate and persuade Owner employees via telephone and/or e-mail to disclose proprietary information. This information may allow the service provider to access sensitive information and/or exploit the integrity and/or availability of data. The sophisticated methods that may be utilized are, but not limited to, as follows:
 - a. Phishing/spear phishing Attacks – Sending an e-mail to a user falsely claiming to be an established legitimate organization in an attempt to scam the user into

surrendering company sensitive/ information. The overall objective here is to measure end-user response to phishing, spear phishing, spam, and other email threats.

- b. Employee Impersonation – Calling employees and attempt to convince them to release sensitive information (e.g., passwords of systems, unpublished e-mail addresses, names of other employees, names, and virtual locations of systems).
- c. Pretexting – This method is the act of creating and using an invented scenario to persuade a targeted victim to release information or perform an action and is typically done over the telephone. It is more than a simple lie as it most often involves some prior research or set up and the use of pieces of known information (e.g., for impersonation: date of birth, Social Security Number, last bill amount or other specific company information to establish legitimacy in the mind of the target).
- iv. Once the risk assessment and testing has been completed, the Contractor must remove all backdoors, software, and personnel access utilized for the project, and scrub any trace of test from the Owner's infrastructure.

4. Required Deliverables

- a. Cybersecurity Risk Assessment Report
 - i. Executive Summary
 - 1. Overall Report Results
 - 2. Key Risk Areas
 - 3. Maturity level score card against NIST CSF
 - 4. Strategic Recommendations
 - ii. Report Details
 - 1. Assessment Methodology
 - 2. Detailed assessment results in both written and spreadsheet (Excel) format.
 - 3. Detailed score card for each NIST CSF subcategory

iii. Recommendations

1. Risk Assessment

a. Immediate remedies

- i. Should identify issues that are simple to implement and will have a positive impact on NIST scoring.
- ii. Should be presented in a risk-ranked format with complexity, cost, and timeline rankings

b. Long-term remedies

- i. Should identify issues that are complex to implement, require funding sources to be secured, and will have a significant positive impact on NIST scoring and the overall health of the Owner's system.
- ii. Should be presented in a risk-ranked format with complexity, cost, and timeline rankings

iv. Project Plan

1. Identification of security projects based on individual or combined remedies as noted above in the recommendations section, with detailed activities and action plans.

2. Should include at a minimum the following:

- a. Project Description
- b. Priority (based on NIST benefit impact)
- c. Risk Rank
- d. Complexity
- e. Cost
- f. Timeline

b. Network Mapping

- i. Utilize drawing in references inside the report for consistent and agreed upon network perimeters
- ii. Visio File of Network Map
- iii. PDF File of Network Map

Attachment BB

Insurance Schedule

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 and Contractor is free to purchase additional insurance as may be determined necessary.

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

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

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

2. Automobile Liability - can be waived if contract does not involves use of motor vehicle.

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

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor"

3. Worker's Compensation and Employers' Liability

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

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Technology E&O/Professional Liability

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

5. Network Security (Cyber) and Privacy Liability:

For Contracts under \$5 Million

Per Occurrence	\$1,000,000
Annual Aggregate	\$2,000,000

For Contracts greater than \$5 Million

Contact Risk Management Division

This errors and omissions insurance shall include coverage for third party claims and losses including with respect to network risks (such as data breaches, transmission of virus/malicious code; unauthorized access or criminal use of third party, ID/data theft) and invasion of privacy regardless of the type of media involved in the loss of private information (such as computers, paper files and records, or voice recorded tapes), covering collection, use, access, etc. of personally identifiable information., direct liability, as well as contractual liability for violation of privacy policy, civil suits and sublimit for regulatory defense/indemnity for payment of fines and penalties.

- a. The retroactive coverage date shall be no later than the effective date of this contract.
- b. Contractor shall maintain an extended reporting period for not less than two (2) years after termination of this contract.

6. Fidelity Bond or Crime Insurance (contracts involving financial accounts or data)

Bond or Policy Limit (contact Risk Management) _____

- a. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- b. The bond or policy shall include coverage for third party fidelity and name the State of Nevada as loss payee.
- c. The bond or policy shall include coverage for extended theft and mysterious disappearance.
- d. The bond or policy shall not contain a condition requiring an arrest and conviction.
- e. Policies shall be endorsed to provide coverage for computer crime/fraud.

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

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(State of Nevada Representative's Name & Address)**. 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 **(State Department Representative's Name and Address)**. 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. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.



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-S3063
For
IT Cybersecurity Risk Assessment

Release Date: 11/06/2024
Deadline for Submission and Opening Date and Time: 12/17/2024 @ 2:00 pm

Single point of contact for the solicitation:
John Sagmani
Phone, 702-486-2670
Email Address, jsagmani@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 IT Cybersecurity Risk Assessment services as described in the scope of work and attachments.
- 2.2. The State intends to award one (1) contract in conjunction with this Request for Proposals (RFP), as determined in the best interests of the State. The 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 (CRC or Commission) was established in 1935 in anticipation of the completion of Hoover Dam, with the primary objective of safeguarding, managing, and maximizing the utilization of Nevada's water and hydropower resources. Comprising seven Commissioners, the CRC operates under a framework where four members are appointed by the Governor, and three members are appointed by the Southern Nevada Water Authority (SNWA). The CRC's core operational domains encompass hydropower, water and environmental management, power delivery for the Southern Nevada Water Authority and some of its member agencies. The Commission is located near downtown Las Vegas NV in the "main" office where most of the employees work. A second location is used for our Power Deliver Group at a substation in Henderson NV

2.4. GOALS AND OBJECTIVES

- 2.4.1. The goal of this solicitation is to comprehensively identify, evaluate, and prioritize potential threats and vulnerabilities within the Commission's information systems, allowing for informed decision-making to mitigate risks and protect critical data, ultimately aiming to maintain an acceptable level of security.

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 11/18/2024
B. Answers Posted.....	On or about 11/25/2024
C. Deadline for References.....	No later than 5:00 pm on 12/13/2024
D. Deadline Proposal Submission and Opening	No later than 2:00 pm on 12/17/2024
E. Evaluation Period (estimated).....	12/16/2024 - 01/13/2025
F. Selection of a Vendor (estimated).....	On or about 01/13/2025
G. BOE Approval (estimated)	02/28/2025
H. Contract start date (estimated)	03/05/2025

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	35
C. Provided example of final product/deliverables	5
D. Cost Factor.....	8
E. 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. The 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. Contractors waive 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. The 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 the 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 to 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. The 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 the 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. The proposal should include a completed *Vendor Information Response* form for each subcontractor.
- 8.6.3. The vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 8.6.4. The 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. The proposed 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 the *Reference Questionnaire* directly to Single Point of Contact via email.
- 8.8.5. Business references will not be accepted directly from the proposed 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.

Attachment A

Scope of Work

COLORADO RIVER COMMISSION OF NEVADA

IT Cybersecurity Risk Assessment

SCOPE OF WORK

OCTOBER 2024

REVISION 0



Revisions

<u>REVISION</u>	<u>DESCRIPTION</u>	<u>DATE</u>
0	INITIAL ISSUE	11/05/2024

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01 00 00 – GENERAL REQUIREMENTS

01 11 00 - SUMMARY OF WORK

1. Project Description

- a. The Colorado River Commission of Nevada (CRCNV, Owner) Information Technology Group is undertaking a project to perform a cybersecurity risk assessment of its Information Technology (IT) network.
- b. 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.
- c. There are currently two networks and 3 VLAN networks in the main office. These networks are the following:
 - i. SilverNet
 - 1. State of Nevada Information Technology (IT) Network
 - 2. Connected to approximately 40 computers and other devices.
 - ii. CoxNet
 - 1. Internet facing network.
 - 2. DMZ Zone
 - iii. VLAN Networks
 - 1. Guest Wi-Fi
 - 2. IoT Network
 - 3. Surveillance Camera
- d. Our Power Delivery Group (PDG) computers, network and equipment are under a separate contract for risk analysis. The employees are included in this contract.

2. Project Objective

- a. The objective of this project is to comprehensively identify potential risks to our existing networks in their current configuration and provide a summary report with actionable solutions identified for management with estimated solution complexity, costs, and timelines for implementation.

3. Scope of Work

- a. The assessment should include information security guidance that is aligned with industry standards, best practices and methodologies outlined in the National Institute for Standards and Technology (NIST), Cyber Security Framework (CSF), and any other applicable standards.
- b. The following shall be performed as a part of the risk assessment:
 - i. Preliminary Network Mapping
 1. The contractor shall perform their own mapping of the network prior to the start of penetration and perimeter testing.
 2. This shall include on-site visits for discussions with the various stakeholders and collection of pertinent data whether it be drawings or in field data collection.
 3. All testing and reporting shall be done referencing this network document.
 4. At the end of the project this document should be finalized and issued to Owner as a Visio file as well as a PDF.
 - ii. Penetration Testing
 1. Includes the entire perimeter and any critical systems, this includes both the internal (LAN to LAN) and external (public-facing) perimeters.
 - iii. Perimeter Testing
 1. Includes the entire perimeter and any critical systems, this includes both the internal (LAN to LAN) and external (public-facing) perimeters.
 2. Firewalls, authentication servers, etc. should be included in the testing.
 3. Perform an in-depth cybersecurity vulnerability assessment and penetration testing of infrastructure of
 - a. Internal network – all internal systems including routers, switches, physical and virtual servers, data storage infrastructure, and public computers and other connected IT devices: including all Demilitarized (DMZ)

systems to include flow of controls from external and internal systems.

- b. External network - all external public-facing systems including firewalls, FTP, web servers, and web service interface points.
4. Enumerate systems on the network and validate them against known systems. Identify any unknown or unexpected systems.
5. Identify, analyze, and confirm vulnerabilities. It is expected that qualified Contractor personnel will know how to look deeper into potential vulnerabilities for other security holes, misconfigurations, and other problems to follow the vulnerability to its end. It is expected that the Contractor will share method and process (i.e., e-mail's screen shots, files, etc.) of successful penetration in addition to a list of open ports, missing patches, or possible vulnerabilities.
6. The Contractor shall conduct security risk assessment scans on mission-critical applications. All vulnerabilities reported as Critical/High shall be detailed in the 'Findings' section of the final deliverable. A complete list of vulnerabilities shall be provided in a separate appendix. Each vulnerability or risk identified shall be categorized as a Critical/High, Medium, or Low.
7. User Privilege Escalation: Throughout the assessment, the Contractor shall attempt to complete user privilege escalations in order to further compromise, or demonstrate the effectiveness of, the security of established controls within Owner's environment. This testing will assist in determining if access control systems are effectively enforcing user access and permission levels are configured correctly based on job function.
8. Segmentation Testing: The Contractor shall test the segmentation controls of all segregated network segments from a sample of completely isolated/segmented networks

(ensuring that each type of segmentation point is represented, such as firewalls, VLAN on switch, etc.).

9. Wireless Scanning (both private and guest): The service provider shall identify rogue wireless devices and additional security architecture weaknesses related to the wireless networks.
10. Applications
 - a. Provide authenticated application vulnerability scanning and penetration testing the security service provider will conduct security risk assessment scans on external facing applications.
 - b. Identify application security vulnerabilities and perform active exploit through identified vulnerabilities (Note: Exploit should stop at the point of proof of compromise but not causing any business interruption).
11. Look for erroneous configurations that may lead to information leaks, theft of data, or even intrusion and denial of service attacks.
12. Brute Force Attack: The Contractor shall conduct a brute force attack to check for weak passwords. The objective of this test is to confirm whether passwords are meeting security best practices.
13. Social Engineering (Phone and E-mail): During the Social Engineering phase of the assessment, the Contractor shall attempt to impersonate and persuade Owner employees via telephone and/or e-mail to disclose proprietary information. This information may allow the service provider to access sensitive information and/or exploit the integrity and/or availability of data. The sophisticated methods that may be utilized are, but not limited to, as follows:
 - a. Phishing/spear phishing Attacks – Sending an e-mail to a user falsely claiming to be an established legitimate organization in an attempt to scam the user into

surrendering company sensitive/ information. The overall objective here is to measure end-user response to phishing, spear phishing, spam, and other email threats.

- b. Employee Impersonation – Calling employees and attempt to convince them to release sensitive information (e.g., passwords of systems, unpublished e-mail addresses, names of other employees, names, and virtual locations of systems).
- c. Pretexting – This method is the act of creating and using an invented scenario to persuade a targeted victim to release information or perform an action and is typically done over the telephone. It is more than a simple lie as it most often involves some prior research or set up and the use of pieces of known information (e.g., for impersonation: date of birth, Social Security Number, last bill amount or other specific company information to establish legitimacy in the mind of the target).
- iv. Once the risk assessment and testing has been completed, the Contractor must remove all backdoors, software, and personnel access utilized for the project, and scrub any trace of test from the Owner's infrastructure.

4. Required Deliverables

- a. Cybersecurity Risk Assessment Report
 - i. Executive Summary
 - 1. Overall Report Results
 - 2. Key Risk Areas
 - 3. Maturity level score card against NIST CSF
 - 4. Strategic Recommendations
 - ii. Report Details
 - 1. Assessment Methodology
 - 2. Detailed assessment results in both written and spreadsheet (Excel) format.
 - 3. Detailed score card for each NIST CSF subcategory

iii. Recommendations

1. Risk Assessment

a. Immediate remedies

- i. Should identify issues that are simple to implement and will have a positive impact on NIST scoring.
- ii. Should be presented in a risk-ranked format with complexity, cost, and timeline rankings

b. Long-term remedies

- i. Should identify issues that are complex to implement, require funding sources to be secured, and will have a significant positive impact on NIST scoring and the overall health of the Owner's system.
- ii. Should be presented in a risk-ranked format with complexity, cost, and timeline rankings

iv. Project Plan

1. Identification of security projects based on individual or combined remedies as noted above in the recommendations section, with detailed activities and action plans.

2. Should include at a minimum the following:

- a. Project Description
- b. Priority (based on NIST benefit impact)
- c. Risk Rank
- d. Complexity
- e. Cost
- f. Timeline

b. Network Mapping

- i. Utilize drawing in references inside the report for consistent and agreed upon network perimeters
- ii. Visio File of Network Map
- iii. PDF File of Network Map

Attachment B

Terms and Conditions for Services

STATE OF NEVADA
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The information contained in this attachment is part of the solicitation and does not need to be returned with a vendor proposal.

1. PROCUREMENT

1.1. AUTHORITY

- 1.1.1. This procurement is conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 1.1.2. Any contract(s) awarded from this solicitation is a “state purchasing contract.”
- 1.1.3. As used herein, “the State” refers to the Executive Department of the State Government of Nevada as the soliciting and awarding entity. Where a solicitation is on behalf of additional users or agencies and/or part of a cooperative solicitation, the term collectively includes those entities as well.

1.2. SINGLE POINT OF CONTACT

- 1.2.1. The single point of contact for this solicitation is identified on page 1.
- 1.2.2. Upon issuance of the solicitation, other employees and representatives of the agencies identified in the solicitation shall not answer questions or otherwise discuss the contents of the solicitation and/or attachments with any prospective vendors or their representatives.
- 1.2.3. Vendors and/or their representatives shall only contact the single point of contract regarding this solicitation until after a notice of award (NOA) has been issued.
- 1.2.4. Failure to observe this restriction may result in disqualification of a proposal per NAC 333.155(3).
- 1.2.5. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

1.3. WRITTEN QUESTIONS AND ANSWERS

- 1.3.1. All questions regarding this solicitation shall be submitted using the Bid Q&A feature in <https://NevadaEPro.com> by the deadline listed in the solicitation timeline.
- 1.3.2. If questions and answers require a material change to the solicitation, an amendment will be posted in NevadaEPro, and vendors should receive email notification.
- 1.3.3. To access the Bid Q&A.
 - A. Log into ‘Seller’ account on NevadaEPro.
 - B. Click the ‘Bids’ tab in the header.
 - C. Click ‘View’ under ‘Bid Q&A’ on the appropriate bid in the ‘Open Bids’ section.

1.4. SOLICITATION

- 1.4.1. Proposals shall be presented in a format that corresponds to and references sections outlined in a solicitation and shall be presented in the order requested for ease of evaluation.
- 1.4.2. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy requirements of a solicitation.
- 1.4.3. If a vendor changes any material language, proposal may be deemed non-responsive per NRS 333.311.
- 1.4.4. The State reserves the right to reject any or all proposals received prior to contract award.
- 1.4.5. The State reserves the right to limit the scope of work prior to award, if deemed in the best interest of the State.
- 1.4.6. The State reserves the right to alter, amend, or modify any provisions of this solicitation, or to withdraw this solicitation, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 1.4.7. Proposals may be modified or withdrawn prior to opening. Withdrawals received after opening shall not be considered except as authorized by NRS 333.350(3).
- 1.4.8. Submitted proposals become property of the State, selection or rejection does not affect this right.
- 1.4.9. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend complexity and risk of the project, may be rejected.
- 1.4.10. The State is not liable for any costs incurred by vendors prior to entering a formal contract.
- 1.4.11. Costs of developing a proposal or any other such expenses incurred by a vendor in responding to a solicitation, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 1.4.12. Any person who believes a solicitation contains irregularities, a lack of clarity, unnecessarily restrictive specifications, or unnecessary limits to competition shall notify the single point of contact, in writing, as soon as possible, so that corrective addenda may be furnished in a timely manner to all vendors if appropriate.

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- 1.4.13. The State reserves the right to waive informalities and minor irregularities in proposals received.
- 1.4.14. The State shall not be obligated to accept the lowest priced proposal, however, shall make an award in the best interest of the State after all factors have been evaluated.
- 1.4.15. The evaluation committee may solicit information from any available source concerning any aspect of a proposal and seek and review any other information deemed pertinent to the evaluation process.
- 1.4.16. The State reserves the right to reject any proposal based upon vendor prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 1.4.17. Clarification discussions may, at State sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive.
- 1.4.18. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals.
- 1.4.19. Revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.
- 1.4.20. In conducting discussions there shall be no disclosure of any information derived from proposals submitted by competing vendors.
- 1.4.21. Any modifications made to a proposal during negotiations shall be included as part of the contract.
- 1.4.22. Proposals from employees of the State of Nevada shall be considered in as much as they do not conflict with the State Administrative Manual (SAM), NRS Chapter 281, and NRS Chapter 284.
- 1.4.23. The Administrator shall apply the preferences stated in NRS 333.290 and 333.410 to the extent applicable.
 - A. NRS 333.290 grants a preference to materials and supplies that can be supplied from a “charitable, reformatory or penal institution of the State” that produces such goods or services through the labor of inmates.
 - B. NRS 333.410 grants a preference to commodities or services that institutions of the State are prepared to supply through the labor of inmates.
 - C. The Administrator reserves the right to secure these goods, materials or supplies from any such eligible institution, if they can be secured of equal quality and at prices not higher than those of the lowest acceptable bid received in response to this solicitation.
- 1.4.24. Prices offered by a vendor in a proposal are an irrevocable offer for the term of the contract and any contract extensions.
- 1.4.25. Vendor agrees to provide purchased services at costs, rates and fees as set forth in a proposal submitted in response to a solicitation. No other costs, rates or fees shall be payable to awarded vendor for implementation of proposal.
- 1.4.26. Vendor shall not propose an alternative that would require the State to acquire hardware or software or change processes to function properly on vendor system unless vendor included a clear description of such proposed alternatives and clearly mark any descriptive material to show proposed alternative. An acceptable alternative is one the State considers satisfactory in meeting requirements of a solicitation. The State, at its sole discretion, shall determine if a proposed alternative meets the intent of an original solicitation requirement.
- 1.5. MATERIAL MISREPRESENTATION. Vendor understands and acknowledges that representations made in its proposal are material and important and shall be relied on by the State in evaluation of a proposal. Any misrepresentation by a vendor shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- 1.6. PROPRIETARY INFORMATION/TRADE SECRETS
 - 1.6.1. As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.
 - 1.6.2. If complete responses cannot be provided without referencing proprietary information, such information shall be provided in a separate attachment, cross-referenced to public attachments. Only proprietary information as defined in NRS 333.020(5) can be confidential.
 - 1.6.3. Specific references made to a section, page, and paragraph where proprietary information can be located shall be identified on *Confidentiality and Certification of Indemnification*.
 - 1.6.4. Vendors are required to submit written documentation in accordance with *Confidentiality and Certification of Indemnification* justifying confidential status.
 - 1.6.5. Not conforming to these requirements makes a proposal non-compliant and it may be rejected by the State.
- 1.7. ONLINE BIDDING
 - 1.7.1. Pursuant to NRS 333.313, NevadaEPro, located at <https://NevadaEPro.com>, is the State online bidding system.
 - 1.7.2. All official communication will be through NevadaEPro.
 - 1.7.3. Vendors should check NevadaEPro frequently for matters affecting a solicitation prior to submitting a quote or proposal.

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- 1.7.4. Failure to periodically check for updates does not release a vendor from requirements or information posted.
- 1.7.5. Failure to flag quote attachments as confidential in NevadaEPro that contain confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.

1.8. ELECTRONIC QUOTE

- 1.8.1. Vendors shall submit quotes or proposals by using 'Create Quote' via NevadaEPro, the State electronic procurement website, located at <https://NevadaEPro.com>.
- 1.8.2. Refer to *Quote Instructions* attachment in NevadaEPro for instructions on how to submit a Quote.
- 1.8.3. Vendors shall provide pricing directly in NevadaEPro, or select 'See Quote Attachments' as appropriate.
- 1.8.4. Quotes or proposals shall be submitted before the date and time specified on bid in NevadaEPro.
- 1.8.5. Vendors may submit their quote or proposal any time prior to the deadline stated in NevadaEPro.
- 1.8.6. If dates/times specified in a document and dates/times specified in NevadaEPro conflict, dates/times in NevadaEPro shall prevail.
- 1.8.7. Quotes or proposals submitted as physical copies, email, or any submission method except NevadaEPro shall not be considered.
- 1.8.8. Vendor quote or proposal documents shall be uploaded as attachments to NevadaEPro quote.
- 1.8.9. Only quotes or proposals submitted through NevadaEPro will be considered for award.
- 1.8.10. Quotes improperly submitted as 'No Bid' in NevadaEPro may not be received by the State or considered for award.
- 1.8.11. Quotes or proposals that are not submitted by the opening date and time shall not be accepted.

2. AWARD

2.1. NOTICE OF INTENT TO AWARD

- 2.1.1. A letter of intent (LOI) shall be issued in accordance with NAC 333.170 notifying proposing vendors of the intent to award a contract to an identified vendor, pending successful negotiations.
- 2.1.2. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached.
- 2.1.3. All information remains confidential until the issuance of the formal notice of award (NOA).
- 2.1.4. If contract negotiations cannot be concluded successfully, the State upon written notice to all proposing vendors may negotiate a contract with the next highest scoring vendor or withdraw the solicitation.

2.2. NOTICE OF AWARD

- 2.2.1. A notice of award (NOA) shall be issued in accordance with NAC 333.170.
- 2.2.2. Proposing vendors shall be notified via NevadaEPro a contract has been successfully negotiated.
- 2.2.3. Award is contingent upon the successful negotiation of final contract terms.
- 2.2.4. Any non-confidential information becomes available upon written request, and most is available in NevadaEPro.
- 2.2.5. Pursuant to NRS 333.370, the period in which a person who made an unsuccessful proposal may file a notice of appeal commences.
- 2.2.6. Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and NAC Chapter 333.

2.3. CONTRACT EXECUTION

- 2.3.1. If required pursuant to NRS 333.700, contracts shall not be effective unless and until approved by the Nevada State Board of Examiners (BOE).
- 2.3.2. The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170.
- 2.3.3. The contract between the parties shall consist of the solicitation together with any modifications thereto, and the awarded vendor proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence.

- A. Final executed contract
- B. Modifications and clarifications
- C. Solicitation and amendments
- D. Awarded vendor proposal

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2.3.4. Specific exceptions to this general rule may be noted in a solicitation or final executed contract.

3. CONTRACT

3.1. THIRD PARTY BENEFICIARIES

- 3.1.1. Using agencies as defined in NRS 333.020(10) and other public entities as defined in NRS 333.469 and 333.470 are intended third party beneficiaries of any contract resulting from this solicitation and may join or use any contract resulting from this solicitation subject to Nevada law.
- 3.1.2. Public entities in other states or jurisdictions may join or use any resulting contract from this solicitation subject to cooperative contracting laws in their respective state or jurisdiction.
- 3.1.3. The State is not liable for obligations of any other entity which joins or uses any contract resulting from this solicitation.

3.2. ADMINISTRATIVE FEE

- 3.2.1. The State may implement an administrative fee of not more than 1% on contracts procured or negotiated by the State Purchasing Division pursuant to NRS 333.450.
- 3.2.2. This fee may be assessed over the time of the contract period.
- 3.2.3. Vendors will be provided 30 days written notice before fees are assessed.
- 3.2.4. Fees shall be paid quarterly, 45 days after the close of the quarter, on all purchases under the contract.

3.3. AWARD OF RELATED CONTRACTS

- 3.3.1. The State may undertake or award supplemental contracts for work related to a project or any portion thereof.
- 3.3.2. Contractor shall be bound to cooperate fully with such other contractors and the State in all cases.
- 3.3.3. All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

3.4. DISCRIMINATION

- 3.4.1. The State, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and federal Regulations, hereby notifies all bidders it will affirmatively ensure that for any contract entered into pursuant to this solicitation, all contractors will be afforded full opportunity to submit proposals and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for award.
- 3.4.2. Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.
- 3.4.3. The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

3.5. PROTECTION OF SENSITIVE INFORMATION

- 3.5.1. Confidential personal data shall be encrypted.
- 3.5.2. Any electronic transmission of personal information shall comply with NRS 603A.215 (2 & 3).
- 3.5.3. Sensitive data shall be encrypted in all newly developed applications.

3.6. **STATE OWNED PROPERTY.** Contractor shall be responsible for proper custody and care of any State-owned property furnished by the State for use in connection with performance of a contract and shall reimburse the State for any loss or damage.

3.7. INSPECTION/ACCEPTANCE/COMPLETION OF WORK

- 3.7.1. It is expressly understood and agreed all work done by Contractor shall be subject to inspection and acceptance by the State.

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- 3.7.2. Progress inspections and approval by the State shall not forfeit the right to require correction of faulty workmanship or material at any time during work and warranty periods.
- 3.7.3. Nothing contained herein shall relieve Contractor of responsibility for proper installation and maintenance of work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the State.
- 3.7.4. Prior to completion of all work, Contractor shall remove from premises all equipment and materials belonging to Contractor.
- 3.7.5. Upon completion of the work, Contractor shall leave site in a clean and neat condition satisfactory to the State.

3.8. **RIGHT TO PUBLISH**

- 3.8.1. All requests for publication or release of any information pertaining to a solicitation and any subsequent contract shall be in writing and sent to the head of the using agency or designee.
- 3.8.2. No announcement concerning award of a contract due to a solicitation can be made without prior written approval of the head of the using agency or designee.
- 3.8.3. As a result of selection of a vendor to supply requested services, the State is neither endorsing nor suggesting the vendor is the best or only solution.
- 3.8.4. Contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with specific advance written authorization of the head of the using agency or designee.
- 3.8.5. Throughout the term of the contract, Contractor shall secure the written approval prior to the release of any information pertaining to work or activities covered by the contract.

3.9. **TRAVEL**

- 3.9.1. If part of the contract, will follow processes below.
- 3.9.2. All travel shall be approved in writing in advance by the State.
- 3.9.3. Requests for reimbursement of travel expenses shall be submitted on the State claim for travel expense form with original receipts for all expenses.
- 3.9.4. Travel expense form, with original signatures, shall be submitted with Contractor invoice.
- 3.9.5. Contractor shall be reimbursed travel expenses and per diem at rates allowed for State employees at time travel occurs.
- 3.9.6. State is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by Contractor for a rental vehicle.

4. FEDERAL LAWS AND AUTHORITIES

- 4.1. **CERTIFICATION.** Any person who requests or receives a Federal contract, grant, loan, or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and shall not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.

4.2. **COMPLIANCE**

- 4.2.1. Federal laws and authorities with which the awarded vendor shall be required to comply, as applicable, are listed here but are not meant to be exhaustive. Awarded vendors are responsible for an awareness of, and compliance with, State and federal laws and regulations.
- 4.2.2. Archeological and Historic Preservation Act of 1974, PL 93-291
- 4.2.3. Clean Air Act, 42 U.S.C. 7506(c)
- 4.2.4. Endangered Species Act 16 U.S.C. 1531, ET seq.
- 4.2.5. Executive Order 11593, Protection and Enhancement of the Cultural Environment
- 4.2.6. Executive Order 11988, Floodplain Management
- 4.2.7. Executive Order 11990, Protection of Wetlands
- 4.2.8. Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
- 4.2.9. Fish and Wildlife Coordination Act, PL 85-624, as amended.
- 4.2.10. National Historic Preservation Act of 1966, PL 89-665, as amended.
- 4.2.11. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended.
- 4.2.12. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended.
- 4.2.13. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts,

STATE OF NEVADA
TERMS AND CONDITIONS FOR SERVICES

Grants or Loans

- 4.2.14. Age Discrimination Act, PL 94-135
- 4.2.15. Civil Rights Act of 1964, PL 88-352
- 4.2.16. Section 13 of PL 92-500, Prohibition against sex discrimination under the Federal Water Pollution Control Act
- 4.2.17. Executive Order 11246, Equal Employment Opportunity
- 4.2.18. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
- 4.2.19. Rehabilitation Act of 1973, PL 93, 112
- 4.2.20. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
- 4.2.21. Executive Order 12549 – Debarment and Suspension
- 4.2.22. Davis-Bacon Act 40 U.S.C. 3141-3148
- 4.2.23. Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708
- 4.2.24. Rights to Inventions Made Under a Contract or Agreement 37 CFR §401.2(a)
- 4.2.25. Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
- 4.2.26. Americans With Disabilities Act of 1990, PL 101-336
- 4.2.27. Health Insurance Portability and Accountability Act of 1996, PL 104-191
- 4.2.28. Equal Pay Act of 1963, PL 88-38
- 4.2.29. Genetic Information Nondiscrimination Act, PL 110-233

5. FINANCIAL

- 5.1. TAX EXEMPT. The State shall not be liable for Federal, State, or Local excise taxes per NRS 372.325.

5.2. BILLING

- 5.2.1. The State does not issue payment prior to receipt of goods or services.
- 5.2.2. Contractor shall bill the State as outlined in the approved contract and/or payment schedule.
- 5.2.3. Timeliness of Billing. The State is on a fiscal year calendar, running July 1 through June 30. All billings for dates of service prior to July 1 shall be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August and processed as a stale claim pursuant to NRS 353.097, shall subject Contractor to an administrative fee not to exceed \$100.00. This is the estimate of additional costs to the State for processing the billing as a stale claim and this amount shall be deducted from the stale claim payment due Contractor.

5.3. PAYMENT

- 5.3.1. Upon review and acceptance by the State, payments for invoices are normally made within 45 – 60 days of receipt, providing all required information, documents and/or attachments have been received.
- 5.3.2. Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment, and services electronically, unless determined by the State Controller that electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.
- 5.3.3. Procurement Card Program. Program is issued through a major financial institution and treated like any other major credit card. Using agencies may desire to use card as a method of payment. No additional charges or fees shall be imposed for using card. Please indicate in *Vendor Information Response* if willing to accept this method of payment.

Attachment C

Standard Form Contract

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CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

Agency Name:	
Address:	
City, State, Zip Code:	
Contact:	
Phone:	
Fax:	
Email:	

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

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

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

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.
 - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
 - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
 - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

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

Effective from:	Date	To:	Date
-----------------	------	-----	------

4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	SCOPE OF WORK, DELIVERABLES, PAYMENT SCHEDULE, and NEGOTIATED POINTS (if needed)
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	STATE SOLICITATION # and AMENDMENTS #
ATTACHMENT DD:	VENDOR PROPOSAL

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

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

\$	per	
----	-----	--

Total Contract or installments payable at:	
--	--

Total Contract Not to Exceed:	\$
-------------------------------	----

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

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.
9. **INSPECTION & AUDIT.**

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- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **CONTRACT TERMINATION.**

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
 - 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

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- 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.
- E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
 - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
 - 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.
11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of

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Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

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

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

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

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

- B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.

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- 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

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

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

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

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in 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.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

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19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and 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.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - A. Any federal, state, county or local agency, legislature, commission, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

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26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by

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the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

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

_____	_____	_____
Independent Contractor's Signature	Date	Independent Contractor's Title

_____	_____	_____
State of Nevada Authorized Signature	Date	Title

_____	_____	_____
State of Nevada Authorized Signature	Date	Title

_____	_____	_____
State of Nevada Authorized Signature	Date	Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

On: _____
Date

Deputy Attorney General for Attorney General

Attachment D
Insurance Schedule

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 and Contractor is free to purchase additional insurance as may be determined necessary.

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

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

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

2. Automobile Liability - can be waived if contract does not involves use of motor vehicle.

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

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

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

3. Worker's Compensation and Employers' Liability

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

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Technology E&O/Professional Liability

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

5. Network Security (Cyber) and Privacy Liability:

For Contracts under \$5 Million

Per Occurrence	\$1,000,000
Annual Aggregate	\$2,000,000

For Contracts greater than \$5 Million

Contact Risk Management Division

This errors and omissions insurance shall include coverage for third party claims and losses including with respect to network risks (such as data breaches, transmission of virus/malicious code; unauthorized access or criminal use of third party, ID/data theft) and invasion of privacy regardless of the type of media involved in the loss of private information (such as computers, paper files and records, or voice recorded tapes), covering collection, use, access, etc. of personally identifiable information., direct liability, as well as contractual liability for violation of privacy policy, civil suits and sublimit for regulatory defense/indemnity for payment of fines and penalties.

- a. The retroactive coverage date shall be no later than the effective date of this contract.
- b. Contractor shall maintain an extended reporting period for not less than two (2) years after termination of this contract.

6. Fidelity Bond or Crime Insurance (contracts involving financial accounts or data)

Bond or Policy Limit (contact Risk Management) _____

- a. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- b. The bond or policy shall include coverage for third party fidelity and name the State of Nevada as loss payee.
- c. The bond or policy shall include coverage for extended theft and mysterious disappearance.
- d. The bond or policy shall not contain a condition requiring an arrest and conviction.
- e. Policies shall be endorsed to provide coverage for computer crime/fraud.

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

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(State of Nevada Representative's Name & Address)**. 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 **(State Department Representative's Name and Address)**. 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. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

Attachment E

Cost Schedule

COST SCHEDULE
Engineering Services

Vendor Name _____

Direct Labor – Job Titles	Hourly Rate
A.	\$
B.	\$
C.	\$
D.	\$
E.	\$
F.	\$
G.	\$
H.	\$
I.	\$
J.	\$

Attachment F

Proposed Staff Resume

PROPOSED STAFF RESUME

A resume must be completed for all key proposed prime contractor staff and proposed subcontractor staff.

Name of Company Submitting Proposal:			
<i>Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff</i>			
Contractor Staff:		Subcontractor Staff:	
<i>The following information requested pertains to the individual being proposes for this project.</i>			
Name:		Key Personnel: (Yes or No)	
Individual's Title:			
Years in Classification:		Years with Firm:	
BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information shall include a summary of the proposed individual's professional experience.</i>			
RELEVANT EXPERIENCE <i>Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
EDUCATION <i>Information required shall include institution name, city, state, degree and/or achievement and date completed/received.</i>			
CERTIFICATIONS <i>Information required shall include type of certification and date completed/received.</i>			

PROPOSED STAFF RESUME

REFERENCES	
A minimum of three (3) references are required.	
Reference #1:	
Name:	
Title:	
Phone Number:	
Email Address:	
Reference #2:	
Name:	
Title:	
Phone Number:	
Email Address:	
Reference #3:	
Name:	
Title:	
Phone Number:	
Email Address:	

Attachment G

Reference Questionnaire

REFERENCE QUESTIONNAIRE

1. BUSINESS REFERENCE INSTRUCTIONS

- 1.1. As part of a Request for Proposals (RFP) the State of Nevada is requesting Proposing Vendors submit references from current and/or former customers for projects of similar size and scope.
- 1.1.1. This Reference Questionnaire is to provide a business reference for the company (Proposing Vendor) in *Section 2*.
- 1.1.2. Once you have completed the Reference Questionnaire please submitted to the email address in *Section 2*.
- 1.1.3. Please reference the RFP Number in *Section 2* in the email subject line.
- 1.1.4. The completed Reference Questionnaire must be received no later than the due date in *Section 2*.
- 1.1.5. **Do not return the Reference Questionnaire to the Proposing Vendor.**
- 1.2. In addition to the Reference Questionnaire, the State may contact references by phone for further clarification.
- 1.3. The State requests all questions be answered.
- 1.3.1. If an answer is not known, please answer as 'U/K'.
- 1.3.2. If the question is not applicable, please answer as 'N/A'.
- 1.3.3. If additional space is needed to answer a question or provide a comment, please attach additional pages.
- 1.3.4. If attaching additional pages, please place your company/organization name on each page and reference the appropriate RFP number.
- 1.4. Completed Reference Questionnaires are designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and not public information pursuant to NRS 333.333.

2. PROPOSING VENDOR TO COMPLETE

RFP NUMBER	DUE DATE
STATE SINGLE POINT OF CONTACT EMAIL ADDRESS	
NAME OF PROPOSING VENDOR	
IF APPLICABLE, NAME OF SUBCONTRACTOR FOR PROPOSING VENDOR	

3. COMPANY PROVIDING REFERENCE

CONFIDENTIAL INFORMATION WHEN COMPLETED	
Company Providing Reference:	
Contact Name:	
Title:	
Contact Telephone:	
Contact Email Address:	

REFERENCE QUESTIONNAIRE

4. RATING SCALE FOR RESPONSE TO QUESTIONS

- 4.1. Where a rating is requested and using the Rating Scale provided below, rate the questions in *Section 5, Questions* by noting the appropriate number for each item.
- 4.2. Please provide any additional comments you feel would be helpful to the State regarding this vendor.

Category	Rating
Poor or Inadequate Performance	0
Below Average Performance	1 – 3
Average Performance	4 – 6
Above Average Performance	7 – 9
Excellent Performance	10

5. QUESTIONS

QUESTION	COMMENT	RATING
In what capacity have you worked with this vendor in the past?		N/A
Rate the vendor's knowledge and expertise.		
Rate the vendor's flexibility relative to changes in the project scope and timelines.		
Rate your level of satisfaction with soft and/or hard copy materials produced by the vendor.		
Rate the dynamics/interaction between the vendor and your staff.		
Rate your satisfaction with the products developed by the vendor.		
Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. (This pertains to delays under the control of the vendor.)		

REFERENCE QUESTIONNAIRE

QUESTION	COMMENT	RATING
Rate the overall customer service and timeliness in responding to customer service inquiries, issues, and resolutions.		
Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted.		
Rate the accuracy and timeliness of the vendors billing and/or invoices.		
Rate the vendor's ability to quickly, and thoroughly resolve a problem related to the services provided.		
Rate the vendor's flexibility in meeting business requirements.		
Did the vendor have a local office and/or contact. If so, how satisfied were you with their response time and customer service.		
Rate the likelihood of your company/organization recommending this vendor to others in the future.		
With which aspect(s) of this vendor's services are you most satisfied?		N/A
Would you recommend this vendor to your organization again?		N/A

6. GENERAL INFORMATION

6.1. DATES OF SERVICES PROVIDED

6.1.1. During what period did the vendor provide these services for your organization?

6.1.2. Include both the month and the year in the table below:

From:	
To:	

Attachment H

Vendor Information Response

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:	
Company Street Address:	
City, State, Zip Code:	
Telephone Number, including area code:	
Toll Free Number, including area code:	
Email Address:	

1.2 CONTACT PERSON FOR QUESTIONS/CONTRACT NEGOTIATIONS

Requested Information	Response
Name:	
Title:	
Address:	
City, State, Zip Code:	
Email Address:	
Telephone Number, including area code:	
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:	
Ownership (sole proprietor, partnership, etc.):	
State of Incorporation:	
Date of Incorporation:	
# of years in business:	
List of top officers:	
Location of company headquarters, to include City and State:	
Location(s) of the office that shall provide the services described in this RFP:	
Number of employees locally with the expertise to support the requirements identified in this RFP:	
Number of employees nationally with the expertise to support the requirements in this RFP:	
Location(s) from which employees shall be assigned for this project:	

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:				
Legal Entity Name:				
Is the Legal Entity Name the same name as vendor is Doing Business As (DBA)?	Yes		No	
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		No	

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		No	
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		No	

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		No	

4. NAME OF INDIVIDUAL AUTHORIZED TO BIND THE ORGANIZATION

Requested Information	Response
Name:	
Title:	

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:	

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:	
Print Name:	
Signature:	
Date:	

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		No	
Justification for Confidential Status:					
Company Name:					
Signature:					
Print Name:					
Date:					

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:	
Project Title:	
Print Name of Official Authorized to Sign Application:	
Signature of Official Authorized to Sign Application:	
Date:	

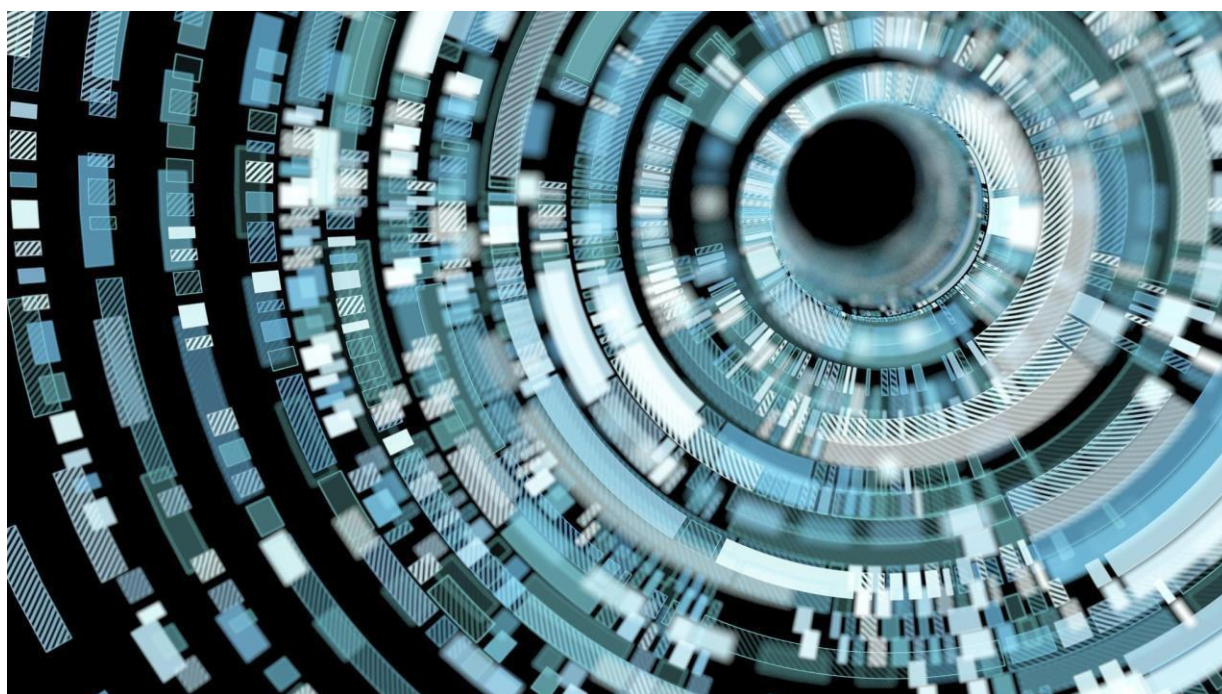
Attachment DD

Vendor Proposal



ARCHER

Archer Energy Solutions, LLC



PREPARED FOR: Colorado River Commission of Nevada

SUBMITTAL: December 16, 2024

PROPOSAL: IT Cybersecurity Risk Assessment

CONTACT

Stacy J. Bresler

Managing Partner

503-789-5515

s.bresler@archerint.com

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Introductory Letter

December 17, 2024

Dear John Sagmani,

Thank you for the opportunity to submit a proposal to support the Colorado River Commission of Nevada (CRCNV) in assessing cybersecurity risks within its Information Technology (IT) environment.

Archer Energy Solutions, LLC (Archer) is a recognized leader in cybersecurity risk management and technical security assessments, with extensive experience safeguarding critical infrastructure across North America. Our team delivers practical, risk-based solutions aligned with industry-recognized frameworks, including the **NIST Cybersecurity Framework (CSF)**. Archer's staff includes certified NIST CSF 2.0 Lead Implementers and contributors to the CSF's development, providing unique insight into its application and effectiveness.

CRCNV's IT environment—including local systems, cloud-based services, and network architecture—requires a partner with proven expertise in identifying vulnerabilities and mitigating risks. Archer's approach combines advanced tools and methodologies to deliver comprehensive services, including **network mapping, penetration testing, application security assessments, and system analysis**. Our work uncovers security gaps, validates defenses, and provides actionable recommendations to reduce risk and strengthen resilience.

We recognize that each environment is unique. Our team takes the time to understand your systems, workflows, and priorities to deliver **customized, practical solutions** that align with your objectives. Whether assessing configurations, device security, or network segmentation, Archer provides clear insights and prioritized steps to address cybersecurity challenges effectively.

Archer's team comprises professionals with decades of experience in **IT and OT cybersecurity**. Our experts bring deep technical skills, advanced certifications, and leadership experience from the **Federal Energy Regulatory Commission (FERC)**, Regional Entities, and utilities. With over **450 combined years of experience**, we are uniquely positioned to deliver credible, reliable results for critical infrastructure organizations.

We look forward to partnering with CRCNV to identify vulnerabilities, prioritize improvements, and strengthen your IT environment for the future.

Sincerely,

Stacy Bresler
Managing Partner
Archer Energy Solutions, LLC

Executive Summary

Archer is a seasoned cybersecurity and physical security service provider dedicated to supporting critical infrastructure organizations. Since our founding on July 15, 2014, we have built a strong reputation for delivering tailored security risk management solutions that address the unique challenges of critical industries. Our clients include a diverse range of organizations from sectors such as electric, oil and gas, water and wastewater utilities, and local, state, and federal governments. This breadth of experience allows us to provide comprehensive insights and strategies that align with the complex needs of organizations like the Colorado River Commission of Nevada (CRCNV).

Our services encompass the full spectrum of cybersecurity risk management, including penetration testing to simulate real-world attack scenarios, vulnerability assessments to pinpoint and prioritize potential weaknesses, and compliance gap assessments to align operations with regulatory standards and best practices. We also assist organizations in preparing for security audits and developing robust security programs that enhance resilience and operational reliability. With expertise grounded in years of field experience and a deep understanding of critical infrastructure, Archer is committed to delivering results that strengthen security while minimizing disruptions to day-to-day operations.

For CRCNV, our approach begins with a thorough IT Cybersecurity Risk Assessment designed to identify, evaluate, and prioritize vulnerabilities across the Commission's systems. We understand that CRCNV's mission to safeguard its critical data requires informed decision-making backed by actionable insights. Our team will conduct a series of assessments, including network mapping, penetration testing, and social engineering exercises, to uncover risks and present clear, prioritized recommendations for remediation. These findings will not only address immediate vulnerabilities but will also serve as a foundation for CRCNV's ongoing efforts to develop IT policies and procedures aligned with industry standards such as the NIST Cybersecurity Framework.

As a company focused on critical infrastructure, we recognize the importance of balancing rigorous assessment with minimal operational disruption. Our extensive experience working with utilities and government entities equips us to coordinate seamlessly with CRCNV's IT team, ensuring a smooth process from start to finish. By the end of our engagement, CRCNV will have a clear roadmap for improving its security posture, supported by actionable recommendations and a deeper understanding of its cybersecurity environment.

Archer is more than a service provider; we are a partner in achieving resilience and security. With our proven track record and commitment to excellence, we are well-positioned to help CRCNV safeguard its systems, enhance preparedness, and build a secure foundation for the future.

Project Scope

The Colorado River Commission of Nevada (CRCNV) has outlined a critical need for a comprehensive IT Cybersecurity Risk Assessment to identify, evaluate, and prioritize vulnerabilities across its information systems. This initiative aligns with CRCNV's broader mission to safeguard its operations and critical data while ensuring compliance with state standards and best practices. Archer Energy Solutions understands the importance of this endeavor and is uniquely positioned to deliver the required services with precision and expertise.

CRCNV's scope of work requires a deep dive into its hybrid IT environment, encompassing a mix of internal and external systems, segmented networks, and cloud-based resources. Our team recognizes the complexities of assessing diverse environments and has the technical and operational expertise to address these challenges effectively. Specifically, we will focus on evaluating CRCNV's systems for vulnerabilities, including those within its segmented virtualized internal networks and its external-facing systems. Our assessments will include mapping network configurations, conducting penetration testing, and performing social engineering exercises to identify potential risks across all layers of the organization's cybersecurity framework.

A key aspect of our engagement will be the delivery of detailed findings and actionable recommendations tailored to CRCNV's operational needs. We understand the scope includes identifying risks not only at the network perimeter but also within the deeper layers of internal systems and user behaviors. With CRCNV's hybrid environment and separate subnets, our approach will ensure that every network segment, including VLANs, internal IP ranges, and critical applications, is thoroughly examined. This comprehensive assessment will include categorizing systems to address gaps and align with industry frameworks, such as NIST CSF while minimizing disruption to daily operations.

Our methodology also accounts for CRCNV's desire to enhance organizational preparedness through realistic testing scenarios. This includes black-box penetration testing to uncover vulnerabilities without prior knowledge of the system, phishing campaigns targeting up to 40 employees, and network mapping with a combination of active and passive tools. These efforts will help CRCNV better understand its current security posture while providing insights into actionable steps for remediation.

In addition, we recognize that CRCNV is in the process of developing standalone IT policies and procedures. Our findings will directly inform these efforts, enabling CRCNV to build a robust cybersecurity framework that addresses both current vulnerabilities and future risks. With our extensive experience supporting similar organizations in critical infrastructure sectors, Archer is well-prepared to provide the comprehensive and high-impact assessment CRCNV requires.

By partnering with Archer, CRCNV will gain a trusted ally in its mission to protect critical systems and data. Our understanding of the scope and our tailored approach to delivering results ensure that we will provide CRCNV with a clear roadmap to enhance its security posture and confidently meet its strategic objectives.

Network Mapping

Archer will conduct a comprehensive network mapping exercise to accurately document CRCNV's IT environment, which includes segmented virtualized internal networks and external-facing systems. This process ensures that every asset, connection, and potential vulnerability within the network is accounted for, providing a clear baseline for subsequent testing and analysis.

Our approach to network mapping begins with staff interviews and visual inspection of installed equipment, followed by analysis of device configurations to understand and document the "as-is" state of the network. This initial understanding will inform verification activities to ensure a minimally invasive approach that touches only devices and segments owned by CRCNV. For example, this will ensure that scanning activity does not spill onto portions of SilverNet that are outside the intended scope of this engagement.

We will use active and passive tools to validate the initial network maps that capture network information without disrupting ongoing operations. Active tools will gently probe the network to identify devices, configurations, and pathways, while passive tools will observe traffic patterns and connections to detect anomalies and hidden vulnerabilities. This dual approach ensures that the mapping is both comprehensive and minimally intrusive. Specific addresses and ranges identified by CRCNV will be excluded from active scans to reduce operational risk.

The network mapping process will deliver high-quality documentation in industry-standard formats, such as Visio and PDF, allowing CRCNV's team to have a clear and actionable visual representation of the network. The documentation will include details on:

Subnets and VLANs

Comprehensive identification and segmentation analysis to ensure proper isolation and security.

Device Roles and Dependencies

Inventory and classify devices and their interactions, highlighting critical nodes and pathways.

Topology Overview

An end-to-end visual representation of the network's structure, including internal and external interfaces.

This mapping process is particularly valuable for CRCNV, as it will identify areas where segmentation or isolation can be improved and provide insights into the overall health and structure of the network. The results will serve as a cornerstone for other assessment activities, such as penetration testing and segmentation validation, ensuring that the broader cybersecurity evaluation is rooted in a detailed understanding of CRCNV's unique environment.

Archer's experience mapping complex network architectures within critical infrastructure

sectors enables us to identify gaps and opportunities that less specialized providers may overlook. By providing CRCNV with accurate and actionable network documentation, we empower the organization to address vulnerabilities proactively and strengthen its cybersecurity posture.

Penetration Testing

Archer will conduct thorough black-box penetration testing, leveraging our expertise in assessing hybrid environments with internal and external components. This testing will provide CRCNV with actionable insights into its security posture while minimizing operational disruption.

Our penetration testing methodology is designed to evaluate the resilience of CRCNV's systems across multiple layers of defense. For external systems, we will simulate an attack by an unauthorized entity attempting to exploit vulnerabilities in CRCNV's public-facing IP addresses and other entry points. For internal systems, we will test from the perspective of a malicious actor who has gained unauthorized access to the internal network, focusing on lateral movement, privilege escalation, and sensitive data extraction.

Key components of our penetration testing include:

External Penetration Testing

- Assessing the single public-facing IP address for vulnerabilities in exposed services and applications or security device weaknesses.
- Testing external-facing systems (any device accessible from the public internet, including those behind NAT, traffic shapers, and similar security tools) to identify weaknesses.
- Providing a detailed analysis of external threats and actionable remediation recommendations.

Internal Penetration Testing

- Evaluating approximately 85 internal IP addresses to uncover risks in segmented, virtualized networks.
- Testing VLANs and subnets to ensure proper segmentation and isolation.
- Identifying potential exploits related to operating systems (Windows, Mac, Linux) and devices, including mobile endpoints.

Vulnerability Verification

- Testing vulnerabilities identified during the mapping phase to determine their exploitability.
- Emphasizing areas critical to CRCNV's operations, such as mission-critical applications and sensitive systems.

User Privilege Escalation

- Vulnerabilities allowing escalation attacks
- Credential capture and authentication replay attacks

Application Testing

- Web application testing
- SQL injection attacks

Password Brute Force Attack

CRCNV requests a “brute force” attack to identify weak passwords. This is best performed as an offline process utilizing password hashes. In conjunction with CRCNV system administrators, we will obtain password hashes from all in-scope authentication databases. We will use industry-standard tools to attempt to “crack” all passwords represented by the provided hashes and identify any weak passwords. At a minimum, we will identify any passwords that are eight characters or less in length and that contain only upper case, lower case, and numeric characters. Additional checks will be performed to check for common special character substitutions. Any unsalted password hashes will also be checked against publicly available hash databases.

Archer will adhere to industry best practices throughout the penetration testing process to maintain a controlled environment and prevent disruption to CRCNV’s day-to-day operations. All testing activities will be carefully planned and coordinated with CRCNV’s IT team to ensure safety and reliability.

The results of our penetration testing will be documented in a comprehensive report detailing vulnerabilities, their potential impact, and prioritized recommendations for remediation. This report will include screenshots, network maps, and a clear roadmap for addressing identified risks. By providing CRCNV with these insights, Archer will enable the Commission to strengthen its defenses, address critical gaps, and enhance its overall cybersecurity resilience.

Social Engineering

Archer will conduct tailored social engineering exercises to identify weaknesses in CRCNV’s workforce’s ability to detect and respond to deceptive tactics malicious actors use. These tests will simulate real-world scenarios, providing CRCNV with actionable insights into its organizational resilience and the effectiveness of its security awareness efforts.

Our social engineering testing methodology will focus on both phishing and vishing engagements:

Phishing Campaigns

Archer will execute realistic phishing attempts customized to CRCNV by reviewing publicly available information. These scenarios will mimic common and emerging cyber threats like credential harvesting or malware delivery attempts. These campaigns will target up to 40 employees, with scenarios tailored to CRCNV’s organizational structure and job functions. High-value targets like executive staff may receive specialized campaigns to test their response to more sophisticated threats. Metrics such as response rates, click rates, and credential submissions will be analyzed to gauge susceptibility and provide a clear picture of risk exposure.

Vishing Scenarios

Vishing, or voice-based social engineering, will focus on a subset of CRCNV

employees, such as those in helpdesk or administrative roles. These calls will simulate pretexts such as IT support requests, testing the employees' ability to verify the legitimacy of requests and recognize red flags. This exercise will identify opportunities for improvement in handling sensitive information and responding to potential attacks.

To ensure these tests are as practical and realistic as possible, Archer will draw on current threat intelligence and industry best practices to craft scenarios reflective of CRCNV's operational context. We will coordinate with CRCNV's leadership to define acceptable testing boundaries, ensuring that the simulations are impactful without causing undue concern or operational disruption.

Following the completion of social engineering tests, Archer will deliver a detailed report summarizing the findings, including:

- Metrics and analytics for each campaign, highlighting areas of vulnerability.
- Observations on user behaviors and decision-making processes during the tests.
- Recommendations for strengthening CRCNV's security awareness and training programs.

These insights will help CRCNV address immediate vulnerabilities and inform future initiatives to build a security-conscious culture across the organization. Archer's expertise in social engineering ensures that CRCNV will gain valuable perspectives on its human-layer defenses, empowering the Commission to mitigate risks and strengthen its overall security posture.

Device and Protocol Analysis

Archer will conduct a comprehensive Device and Protocol Analysis as part of the IT Cybersecurity Risk Assessment. This analysis is designed to identify misconfigurations, vulnerabilities, and potential weaknesses in the devices and protocols that underpin CRCNV's IT environment and ensure that all components align with industry best practices and operational requirements.

Our approach to Device and Protocol Analysis will include a meticulous evaluation of the following:

Firewall Configuration Reviews

Archer will review CRCNV's firewall configurations, focusing on rule sets, logging, and update status. The review will ensure firewalls protect against unauthorized access while maintaining operational efficiency. For CRCNV's single firewall, we will verify that configurations are optimized to enforce segmentation and restrict traffic based on defined policies.

Router and Switch Analysis

We will evaluate approximately six switches and one router for adherence to security standards, including access control lists, firmware updates, and redundant configuration safeguards. A sampling approach may streamline the analysis while maintaining

comprehensive coverage of potential vulnerabilities.

Server Configuration Reviews

Archer will assess Windows, Linux, and associated mainframe operating systems across CRCNV's server infrastructure, identifying potential misconfigurations, missing patches, or outdated protocols. This review will safeguard critical systems against exploitation while maintaining compatibility and performance.

Wireless Network Testing

As part of CRCNV's IT Cybersecurity Risk Assessment, we will conduct a comprehensive Wireless Network Testing exercise to evaluate the security of CRCNV's wireless infrastructure and identify potential risks associated with its integration into the broader IT environment.

This testing will ensure that private and guest wireless network devices are securely integrated into CRCNV's environment. While the wireless protocol is not in scope, our review will ensure that wireless devices are securely connected to the network and included in network penetration testing.

Our methodology ensures minimal disruption to CRCNV's operations by leveraging passive monitoring and scheduled active reviews. Archer will collaborate closely with CRCNV's IT team to define testing parameters and align analysis activities with operational priorities.

Key elements of our wireless network testing include:

Wireless Device Testing

Archer will examine wireless devices connected to private and guest networks to assess their interactions with CRCNV's IT environment. This evaluation will identify potential vulnerabilities in device configurations, access controls, and communication pathways.

Network Segmentation Validation

The assessment will ensure that CRCNV's wireless networks are appropriately segmented to isolate sensitive systems from guest and non-critical networks. This validation will identify any gaps in segmentation that could allow unauthorized access or lateral movement within the network.

Integration Analysis

Wireless devices will be tested for compatibility and security within CRCNV's hybrid environment. This includes evaluating how these devices interact with virtualized and segmented internal networks and external-facing systems.

Archer will utilize proven tools and methodologies to perform wireless network testing, ensuring accurate and actionable results. Testing will be conducted in coordination with CRCNV's IT team to avoid disruptions and maintain operational continuity.

Reporting

The results of the wireless network testing will be presented in a detailed report,

highlighting:

- Observations on wireless device security and network configurations.
- Identified risks and vulnerabilities, categorized by severity.
- Clear, prioritized recommendations for enhancing wireless security and mitigating potential threats.

By conducting this wireless network testing, Archer will provide CRCNV with the insights needed to strengthen the security of its wireless infrastructure and ensure that it integrates seamlessly into the broader network.

System Categorization

Archer will perform a detailed System Categorization exercise to identify, classify, and prioritize systems based on their criticality, risk exposure, and alignment with organizational objectives. This process will provide CRCNV with a comprehensive understanding of its IT environment, laying the groundwork for enhanced security and informed decision-making.

Archer's approach to system categorization addresses CRCNV's specific needs, focusing on areas where clear documentation and classification may be lacking. Using industry best practices and standards such as the NIST Cybersecurity Framework, we will:

- Evaluate the roles and functions of systems within CRCNV's hybrid environment, including internal and external-facing systems.
- Categorize systems based on their importance to CRCNV's operations, sensitivity of data handled, and potential impact of compromise.
- Identify critical systems, such as mission-essential applications and sensitive data repositories, that require heightened levels of protection.

The categorization process will involve close collaboration with CRCNV's IT team to thoroughly understand the environment and address gaps identified during the assessment. Key activities will include:

- Reviewing system documentation and operational processes to establish baselines for classification.
- Mapping systems to their associated risks, dependencies, and vulnerabilities, as identified in the broader assessment.
- Aligning system categorization with CRCNV's operational priorities and compliance goals, ensuring a strategic and practical approach.

The results of this categorization effort will be documented in a comprehensive report that includes:

- A categorized inventory of systems, highlighting those critical to CRCNV's operations.

- Identified gaps or inconsistencies in documentation or system alignment.
- Recommendations for enhancing the security posture of categorized systems, including risk mitigation strategies and prioritization.

This exercise will support CRCNV's immediate risk assessment goals and provide valuable input for developing standalone IT policies and procedures. By delivering clear and actionable insights, Archer will empower CRCNV to protect its critical systems better, allocate resources effectively, and align its cybersecurity efforts with industry standards and best practices.

Deliverables

Archer will provide CRCNV with a comprehensive suite of deliverables as part of the IT Cybersecurity Risk Assessment. These deliverables are designed to offer actionable insights, prioritize remediation efforts, and support CRCNV's goal of enhancing its cybersecurity posture while aligning with industry standards. Our deliverables will ensure CRCNV has the tools and information necessary to make informed decisions and strengthen its overall security framework.

Key deliverables include:

Comprehensive Assessment Report

Archer will deliver a detailed report that synthesizes findings from all assessment activities. The report will include:

- A summary of identified vulnerabilities, categorized by severity and potential impact.
- Visual representations of CRCNV's network and system architecture, including network maps in Visio and PDF formats.
- Analysis of risks related to external and internal systems, wireless networks, and social engineering threats.
- Specific, prioritized recommendations for mitigating vulnerabilities and enhancing security.

System Categorization and Inventory

A categorized inventory of CRCNV's systems, highlighting critical assets and their roles within the organization's operations. This deliverable will provide a foundation for risk-based decision-making and support the development of comprehensive IT policies.

Supporting Evidence and Documentation

Archer will provide supplemental materials to enhance the assessment's value, including:

- Screenshots, logs, and other evidence supporting the findings.
- Configuration reviews for firewalls, switches, routers, and servers.
- Documentation of segmentation testing results and device-level analyses.

Actionable Roadmap

To support CRCNV's next steps, Archer will include a clear, actionable roadmap that outlines:

- Immediate remediation tasks and recommendations for quick wins.
- Long-term strategies for addressing complex vulnerabilities and enhancing overall security posture.
- Suggested timelines and resource considerations for implementing recommendations.

Executive Summary

A concise summary of the assessment's findings and key recommendations tailored for CRCNV's leadership and stakeholders. This high-level overview will facilitate informed decision-making and alignment with organizational objectives.

Archer's deliverables will address CRCNV's immediate cybersecurity needs and provide a framework for continuous improvement. By equipping CRCNV with actionable insights and clear guidance, we aim to empower the Commission to proactively address vulnerabilities, enhance its resilience, and build a secure foundation for its critical operations.

NIST CSF Assessment

The report will include a scorecard indicating CRCNV's current maturity levels against the NIST CSF. This will include scoring against each subcategory of the framework. NIST CSF version 2 will be used.

Team Qualifications

Archer's proposed team for this engagement will include the following individuals, representing our ability to address all components of the proposal via a diverse group of industry experts providing all required skills and experience. Full resumes have been provided, and a brief overview of their skills is included below.

Stacy Bresler, Managing Partner

Mr. Bresler has decades of experience in technology, cybersecurity, risk management, and compliance. He is a former NERC CIP auditor and holds a certification in NIST CSF assessments.

Steven Parker, Managing Partner

Mr. Parker is a life-long technologist with more than 25 years of experience in cybersecurity. He is also a former CIP auditor and leads our vulnerability assessment practice.

Leonard Chamberlin, Managing Partner

Mr. Chamberlin is a seasoned security consultant who has been in the industry since 1998. He has extensive experience in large-scale digital network engineering and cyber and physical security focused on Industrial Control Systems for the electric sector.

Daniel Lance, Senior Security Consultant

Mr. Lance has extensive experience with operational technology as a vulnerability researcher and has worked at various OT security companies. He is our lead vulnerability assessor and penetration tester.

Jeff Johnson, Senior Security Consultant

Mr. Johnson has significant experience within the electric sector including work as a CIP compliance and OT security professional for electric generation facilities. He worked as an enforcement specialist at WECC. He specializes in vulnerability assessments, social engineering, open-source reconnaissance, and CIP compliance consulting.

References

Archer is proud to provide references from clients who can attest to our success in delivering cybersecurity solutions in complex operational technology (OT) environments. As required by the RFP, we have identified references with firsthand experience demonstrating our ability to assess and enhance the security posture of critical infrastructure organizations. These references are a testament to our expertise, professionalism, and commitment to excellence in OT cybersecurity risk management.

To meet the RFP requirements, each reference has been asked to complete the Reference Questionnaire provided in the RFP package. Additionally, we have requested that the reference submit the completed reference form directly to the RFP's designated Point of Contact (POC), ensuring transparency and compliance with the RFP's instructions.

These references reflect Archer's dedication to supporting critical infrastructure organizations with innovative and practical solutions. We are confident that the feedback provided by our clients will affirm our suitability as a trusted partner for CRCNV's OT Cybersecurity Risk Assessment.

References:

- Imperial Irrigation District, Giovanni Ibarra
- Lansing Board of Water and Light
- Arizona Public Service, Conor Martin
- Hoosier Energy, Matt Shoup, or Tyler Bonney



DANIEL LANCE
Senior Consultant

SUMMARY

Daniel Lance is an experienced cyber security professional with deep knowledge of applied electronics, program assessment, and root cause analysis, since 2010. The foremost expert on heavy duty jet turbine vulnerability and criticality. Analytical leader who streamlines operations and maximizes production through process optimization. Hands-on manager who builds high-functioning and motivated teams. Collaborative team member who works effectively within diverse and multifaceted organizations to build lasting relationships with peers, colleagues, and management. Driven entrepreneur with multiple successful ventures.

SKILLS

Cyber Security
Business Strategy
Operations
Management
Productivity
Entrepreneurship
Quality of Service

Risk Mitigation
Leadership
Electronics Repair
Industrial Systems Engineering
Sales
Sales Engineering
10+ Years in Security



PROFESSIONAL EXPERIENCE

Claroty, Remote / New York, NY

2020-Present

- Sales Engineer / Channel North Americas

Served as technical consultant to 40+ Channel partners. Assisted in building services around Claroty products for domain driven Channel partners including review and edit of service models for Claroty strategic partners. Extensive internal operational analysis of business processes reporting directly to the CTO and Worldwide Channel director. Worked to build a hybrid Channel/Solution Engineer role for Regional Sales Directors with a team of six assisting with sales and partners from Central America, North to Canada. Finding new industry use cases for Claroty products leading sales engineering into Greenfield level 3-4 domains.

Nozomi Networks, Remote / San Francisco, CA

2018-2020

- Sales Engineer Worldwide

Tasked with gaining key accounts including top five, oil and gas, Pharmaceuticals, Aerospace and manufacturing. Domain driven knowledge helped to convert tribal accounting of industrial security practices into reference-able knowledge base for use worldwide in Nozomi solutions deployment. Lead key accounts topping \$1 million dollars routinely.

Archer Energy Solutions, LLC, Remote / Portland, OR

2015-2018

- Senior Security and Compliance Consultant

Consultant with multiple high-profile generation and transmission facilities in North America regarding NERC (CIPv5-6). Collaborate with ICS-CERT and US-CERT to coordinate disclosure, effecting 13+ industries. Conduct security audits across the country.

Marel, North America Desk / Reykjavik, Iceland

2013-2015

- Senior Electronics Engineer

Provided remote support to customers, clients, and field service engineers with a focus on X-ray machine operations and service. Traveled extensively, both domestically and internationally, to train and mentor colleagues and peers on X-ray equipment. Utilized root cause analysis to develop solutions for critical equipment failure. Communicated repairs to industry professionals, resulting in authoring a unified troubleshooting process.



Metro Security / Tek Solutions, Kansas City, KS

2010-2013

- Operations Manager / Integrated Systems Engineer

Lead designer for custom built devices including active shooter devices, force protection, and force multiplication. Oversaw all security and automation installations.

Skills Index: HACKING, CODE, NERC, DESIGN, LINUX, WIRESHARK, PROTOCOL, NETWORKS

Technology Profile

OSX	DMP Security Systems	MSoffice
UNIX	PLCs	Burp
msDOS	Allen Bradley	Nessus
NT-Win 8	Omaron	Metasploit
Adobe CS	Mitsubishi PLCs	Kali
Auto Cad	Pluto2	Nmap
Auto Desk	WinNT	Armitage
Axis Cameras	KEYSHOT	Wireshark
Vista Controls	WordPress	Cobalt Strike
Visonic	Omni	IDA
		CIA Tool Kit

Languages

HTML	CSS	Apple Scripts
HTML5	PHP	Bin
C++	WHM	Super User
Ladder Logic	Scripting	CMD
		Visual Basic

Industry Presentations

The Reynolds Company (LIVE), REMOTE

Understanding Your Risks and Where to Start.

Thought leadership discussion

S4X16 ICS Security Conference, South Beach Miami

Forensics of CAN bus

Pacific Rim Security Sessions, Hawaii

What "you've got mail" taught me about cyber security



EDUCATIONAL HISTORY

JCCC – Mechanical Engineering, 2009

PROFESSIONAL TRAINING

- Radiation Safety Officer
- 1100 Series Wireless Digital Monitoring Products
- 5800 Wireless Honeywell Security Group Training Course
- Alarmnet Honeywell Security Group Technical Training Course
- Compass 2.0 Honeywell Security Group Technical Training Course
- Gentex CO Detection and Implementation Course
- IP Cameras Honeywell Security Group Technical Training Course
- L5000 Honeywell Security Group Technical Training Course.



JEFFREY W. JOHNSON
Senior Consultant

SUMMARY

Jeffrey Johnson is a seasoned cybersecurity and compliance professional who has worked extensively in the industry since 1995. He has performed numerous and varied roles in Fortune 500 companies such as The Walt Disney Company, Ziff-Davis and Harte-Hanks. He has held positions such as OT Program Manager, NERC CIP compliance oversight project manager, enforcement risk and mitigation engineer, Manager of Cybersecurity Advisory Services, and has been a member of the WICF Steering Committee. He has been a Subject Matter Expert on the Transportation Security Administration's (TSA) Pipeline Security Regulations. He has extensive experience with the NERC CIP standards, Information Technology and Information Security across diverse sectors including utility, gas and pipeline, consumer products and the retail industry. Jeffrey graduated with a Bachelor of Science in Information and Decision Systems at San Diego State University.

SKILLS

- Information and Control System Audits – scoped, estimated, planned and executed
- Regulatory Standards – experience in NERC CIP, TSA SD1 – SD2 and Pipeline Guidelines
- Information Security Frameworks – NIST, ES-C2M2
- Internal Controls – design, documentation, audit
- Identity and Access Management – Provisioned Electronic access to BCSL
- Security Architecture – risk assessment, controls design and specification
- Enterprise Security Risk Management – implemented and managed
- Incident Response and Investigations – implemented and managed
- Cyber Vulnerability Assessments – conducted and remediated findings
- Professional Education – curriculum development, course design, and instruction.

PROFESSIONAL EXPERIENCE

Archer Energy Solutions, LLC

2022-Current

- **Senior Security and Compliance Consultant.** Assist with internal control development for CIP-007-6 R2.2. Work with utility client to find, determine and document any potential areas of non-compliance, liaison with the Regional Entity. Collaborate on the implementation of CIP-012. Provide experience with gap assessment of oil and gas pipeline compliance with TSA SD1, SD2, and Pipeline Security Guidelines. Participate in the conduct of a TSA Pipeline Validated Network Architect Design Reviews (VADR). Assist with utility's compliance needs to transition from Low Impact to Medium Impact.

KPMG LLP

2021-2022

- **Manager, Advisory, Cyber Security Services.** Provided world class cybersecurity risk and governance consulting services to clients. Developed Statements of Work to drive projects and produce deliverables. Provided oversight into client's TSA Security Directive 1, 2 and TSA Pipeline Measures' compliance.

Western Electricity Coordinating Council

2019-2021

- **CIP Staff Mitigation Engineer – Enforcement & Mitigation.** Assessed risk of possible non-compliance and recommended enforcement actions appropriate to the assessed risk posed by the violation. Reviewed and analyzed potential instances of non-compliance with CIP Reliability Standards. Assessed the adequacy of a member organization's mitigation plan and completion of mitigation plans. Provided technical guidance and oversight on various WECC/NERC initiatives. Supported Intra-departmental initiatives in collaboration
-



with the Enforcement and CIP audit team. Participated in other assigned activities to benefit the WECC organization.

San Diego Gas & Electric

2012-2019

- **Federal Regulatory Compliance Electric Reliability Compliance Project Manager II. 2016-2019.** Mentored the NERC CIP Advisor in the Federal Regulatory Compliance team. Selected to be a mentor in the Semptra M-Power Mentoring program. Led cross-functional teams from CIP impacted BU's in the compilation of Reliability Standards Audit Worksheets (RSAWs), evidence and narratives for the 2018 Mock and WECC Audit, as well as numerous responses to WECC data requests. Created the SDG&E CIP-003-06 Low Impact Compliance Procedure(s) to meet Low Impact compliance for GO/GOP/TO/TOP/Cybersecurity/Corporate Security. Led the 2016/2017 project to deploy NERC CIP training both online and in a classroom to over 650 SDG&E employees. Researched, developed and presented the new 2018 NERC CIP training platform, Curricula. Assisted in documentation and extensive testing of Price Waterhouse Cooper developed Internal Controls for all CIP Impacted BU's. Elected Steering Committee Member of the Western Interconnection Compliance Forum (WICF), maintained SDG&E's positive reputation amongst multiple other utilities. Managed the 2016/2017/2018 Cyber Vulnerability Assessments for Medium Impact Substations across SDG&E service territory. Provided technical guidance from WECC to Business Units on key NERC CIP issues. Participated in several WECC CIP User's conferences nation-wide to broaden knowledge. Provided expert regulatory analysis and compliance guidance to Electric Grid Operations. Fostered relationships between SDG&E and several compliance vendors. Filed relevant information with WECC's portal for self-logging and compliance events.
- **Generation – Operational Technology Project Manager II. 2012-2016.** Supervised Generation Contractor during the 2016 Miramar and Cuyamaca Control System upgrades. Led cross-functional team during the 2014 Emerson Ovation Network Design Project to upgrade and merge Palomar and Miramar's Turbine Control Systems Networks. Managed the contracting and oversight of external vendors/contractors and technology providers. Maintained Electric Generation's CIP Version 3 compliance until Palomar Energy Center and Miramar Energy Facility were deemed non-critical in August 2013. Liaison between Electric Generation Management team and Federal Regulatory Compliance as well as Regulatory Legal. Ran the SDG&E San Diego Generation Version 3 CIP Compliance program from March 2013 to August 2013. Laid the groundwork for San Diego Electric Generation's Version 5 Low Impact Compliance. Provided expert guidance to Palomar and Miramar Plant Operators with IT best practices. Responsible for patching all operating systems and applications for Palomar Energy Center, Miramar Energy Facility and Cuyamaca Power Plant. Ensured Electric Generation maintained the highest levels of CIP compliance across the standards. Performed complete Cyber Vulnerability Analysis of Generation Assets in 2013. Maintained Local Area Networks and Wintel Server infrastructure of all three SDG&E generating plants. Provided 24x7 operational and technical support, including on-call responsibility. Interfaced with the California Independent System Operator (CAISO) on real-time generation and revenue monitoring, troubleshoot failures to maintain constant connectivity. Responsible for 99% reliability of Generation Networks resulting in extremely rare outages. Led the 2015 project to link all three facilities into one Windows Active Directory Domain.

Harte-Hanks Market Intelligence

1995-2000 / 2006-2012

- **Network Services Technician.** Provided customer support and service to locations throughout the Harte-Hanks organization including in Europe, Asia, and South America. Responsible for desktop, laptop, telecom support, and all peripherals connected to the Harte-Hanks WAN. Ensured remote connectivity via Cisco VPN for all home office and remote office users. Demonstrated compliance with all applicable SOX standards. Ensured client data protection using Altiris Snapshot and Symantec Ghost. Supported all in-house HHMI applications including Fulfillment and Billing and Contract Storage Software. Audited and tracked all Sarbanes-Oxley compliance issues with regards to user security, backup integrity, remote user connectivity, and Active Directory Domain object administration. Outlook administration and client support for 100-plus users. Monitored and administered business-critical tape backup system and



software. Supported the business unit's CRM application (Pivotal) for multiple divisions of Harte-Hanks. Mentored and provided the highest escalation for junior IT members.

Disney Consumer Products

2000-2004

- **Senior Technical Analyst.** Led cross-functional team during the conversion of Disney Stores Lotus Email system to Exchange for 1500 users. Mentored Junior Technical Analysts. Supervised Network and Server Contractors for mission-critical projects for Disney. Administered the primary Storage Area Network for three different Disney divisions, including ABC television. Managed 15 terabytes of information daily. Provided 24 x 7 support for infrastructure including Win2k servers, Solaris SUN servers, Quantum ATL robotic tape libraries, and Brocade SAN Switches. Led the project of Data Center Consolidation with regards to the migration of three separate backup systems to one centralized unit. Completed a Server project consolidating three Netware 5.1 servers to five Windows 2000 file and print Servers. Installed and configured Cisco 4500, 5509, and 6506/6509 Catalyst Switches. Served as Tier-3 escalation for Help Desk Analysts and PC/Desktop Analysts. Traveled to Disney Stores in Japan and France to deploy client-server-based retail trend analysis application.

EDUCATIONAL HISTORY

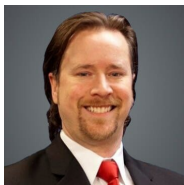
San Diego State University – 1998

New Horizons Technology Institute - 2003

PROFESSIONAL CERTIFICATIONS/TRAINING

Past Certifications/Training

- Microsoft Certified Professional
-



LEONARD CHAMBERLIN III | CISSP, CISA, PSP
Principal Consultant

SUMMARY

Leonard Chamberlin is an industry-established security and compliance consultant with hands-on experience established as far back as 1998. He has extensive experience in large-scale digital network engineering, cybersecurity, and physical security focused on Industrial Control Systems (ICS) for the energy sector. He has implemented effective cyber and physical security controls in vertically integrated utilities, including field networks, substation automation, and NERC Critical Infrastructure Protection (CIP) compliance.

Mr. Chamberlin has been responsible for the design, procurement, configuration, installation, monitoring, maintenance, documentation, change management, disaster recovery, and NERC CIP compliance of IP-based substation communications and EMS networks.

Leonard previously completed five years of service as an Energy Industry Analyst for the Federal Energy Regulatory Commission (FERC). He was a technical lead auditor on CIP audits, network architecture reviews, investigations, and NERC notice of penalties teams. He was the team lead for FERC involvement in the development of the National Institute of Standards and Technology (NIST) cybersecurity framework (CSF) as well as the Federal Smart Grid Task Force (SGTF).

SKILLS

- Critical Infrastructure Security and Resilience – assessment, implementation, management
- NERC CIP Regulatory Compliance – audits, implementation, management
- TSA Security Directive (SD-02) Compliance – Architecture Design Reviews
- Information Security Frameworks – NIST CSF, NIST 800-53, NIST 800-82, ES-C2M2
- Program Management – designed/developed, implemented, and managed within multiple business sectors (Electric, ONG, Financial, Telecom)
- Information Sharing & Threat Analysis– development, implementation, management
- Cyber Vulnerability Assessments – conducted, documented, and audited
- Incident Response and Investigations – implemented and managed
- Project/Team Management – led cross-functional teams, often from multiple business disciplines (IT, OT, Field Techs, Corp, etc.) and multiple companies/agencies/countries
- Tactical and Strategic Security Leadership – front-line to board-level communication
- Professional Education– instruction

PROFESSIONAL EXPERIENCE

Archer Energy Solutions, LLC

2015-Present

- **Managing Partner / Senior Security Consultant.** Serving as one of the managing partners at Archer since 2021. Project work includes performing cyber and physical security consulting for major utility clientele; Subject Matter Expertise for all aspects of NERC CIP compliance implementation, mock audit/interview preparation, and audit support; assessing physical security postures against CIP-014 requirements; leading Cybersecurity Architecture Design Review (CADR) teams to evaluate compliance with TSA Security Directive 02; creating and delivering presentations to cross-functional personnel across utility business areas; and performing assessments using the NIST CSF.
-



Energy Sector Security Consortium, Inc. (EnergySec)

2016-Present

- **Instructor.** Leads formal classroom training on subjects such as NERC CIP Bootcamp, NERC CIP Auditor Workshop, and substation communications.

Federal Energy Regulatory Commission

2010-2015

- **Office of Energy Infrastructure Security – Energy Industry Analyst. 2012-2015.** Senior technical analyst for network architecture reviews. Team-lead for office involvement in the Presidential Executive Order on cybersecurity, as well as team-lead for smart grid and vendor-outreach teams - Team-lead responsibilities included the creation of assignments and direction of work to meet office goals with minimal management guidance; all deliverables completed on schedule and resulted in continued close collaboration among all agencies involved. Participated in NIST / SGIP smart grid cybersecurity working group and Federal Smart Grid Task Force. Coordinated security alerts with the ES-ISAC and ICS-CERT. Selected for a competitive 18-month Leadership Development Program in 2013.
- **Office of Electric Reliability – Energy Industry Analyst. 2010-2012.** Senior auditor for NERC CIP compliance audits and investigations of registered entities. Technical lead for FERC-led audits of registered entities – Technical-lead role included team management for the audit duration, deliverables, and feedback. Team lead for smart grid initiatives, which included direction of work products related to situational awareness of international, domestic, and standards-related smart grid initiatives. Responsible for event analysis of cybersecurity-related issues and reviewing proposed NIST standards for smart grid.

Entergy / Smartdog Services, LLC

2004-2010

- **Substation Network Engineer.** Created the logical architecture for next-generation private IP-based EMS/SCADA intranet for grid state monitoring, command and control, VoIP, and video monitoring between seven control centers and roughly 1500 electric substations. As network administrator for “SCADAnet”, was responsible for architecture, cybersecurity, procurement, configuration, installation, monitoring, maintenance, documentation, change management, and NERC CIP compliance. Project-lead responsibilities on the SCADAnet project included managing field installation teams in each of Entergy’s five service territories, oversight of numerous contractor/vendor projects, and annual budget planning and utilization. Implemented wireless Ethernet solution for substation communications for disaster recovery post-Katrina. Extensive testing w/ Sandia National Labs under DOE funding to develop OPSAID technology specification for open source secure digital communications software for industrial process control systems.

Veritech, LLC

2002-2004

- **Co-owner / Network Engineer.** Partnered to create a small independent consulting services firm. Major projects included developing and staffing a new network management group for McDermott’s global operations, performing security audits and developing mitigation plans for local banks, and resolving wireless network issues for a subsidiary of Zen-Noh to deliver wireless connectivity to barges in the range of its MS river operations. Management of accounts included all pre-sales, budgeting, and clientele billing activities.

Sprint Paranet

2000-2002

- **Technical Solutions Consultant.** Performed technical consulting focusing on large-scale network engineering and information systems security for regional and national customers. Led the Gigabit Switch Router (GSR) install team due to unique experience working with GSRs. Projects primarily entailed configuration, installation, and troubleshooting of routing, switching, firewall, or VPN-based solutions.

American MetroComm

1999-2000

- **Network Engineer.** Responsible for technical performance evaluation/roll-out/documentation/provisioning/troubleshooting of a new ATM-based hybrid voice/data network service.

Shell Oil / Shima Systems Services, Inc.

1998-1999



- **Database Administrator.** Developed Microsoft Access databases that generated highly customized graphs and reports for Shell Oil operations and management.

EDUCATIONAL HISTORY

Tulane University – 1998

PROFESSIONAL CERTIFICATIONS/TRAINING

Current Certifications

- Certified Information Systems Security Professional (CISSP)
- Certified Information Systems Auditor (CISA)
- ASIS Physical Security Professional (PSP)

Past Certifications/Training

- Cisco Certified Security Professional (CCSP)
- Cisco Wireless LAN Support Specialist (CQS)
- Cisco Information Systems Security Professional (InfoSec)
- Cisco Certified Network Professional (CCNP)
- Cisco Certified Network Associate (CCNA)

AWARDS

- Quality Service Award, annually 2011-2014 – FERC
- T&D Magazine Project of the Year 2007 – Entergy
- PMI Project of the Year 2005 – Entergy
- Excellence Award Third Quarter 2001 and Second Quarter 2000 – Sprint Paranet
- Japanese Language Proficiency Level 4 – The Japan Foundation

PRESENTATIONS

Provided numerous briefings at conferences and seminars as a subject matter expert on cybersecurity, network architecture, synchrophasors, and compliance. Details can be provided upon request.



STACY BRESLER | CISM, CISA
Principal Consultant

SUMMARY

Stacy Bresler has been an energy sector security and compliance consultant since 1996. He is a former bank cybersecurity consultant, former electric utility employee, former Corporate Information Security Officer (PacifiCorp), and served as a NERC Critical Infrastructure Protection (CIP) Compliance Auditor. He was one of the first CIP auditors hired by the Western Electricity Coordinating Council (WECC). As a Senior Compliance Engineer, he was a key participant in developing security regulations related to the electrical grid. He is a NERC-certified lead auditor for NERC Operations and Planning (693) and the CIP reliability standards. He has led and participated in more than 60 formal NERC Audits and has been a trusted security consultant for many industries.

Mr. Bresler, as a Principal Investigator at EnergySec, was instrumental in helping lead a unique industry-specific security organization toward sustainability as part of a Department of Energy (DOE) collaborative agreement. The project was to build a national electric sector cyber security organization, which became what EnergySec is today. In addition to his NERC auditor certifications, Stacy has held credentials as a Certified Information System Auditor (CISA) and Certified Information Systems Manager (CISM), Certified Information System Security Professional (CISSP), SANS GIAC Security Essentials Certification (GSEC), Microsoft Certified Professional (MCP) and Microsoft Certified Systems Engineer (MCSE).

SKILLS

- Compliance Office Management – implemented and directed at multiple utilities
- Project Management – scoped, estimated, planned, and delivered IT/OT projects
- Program Management – designed/developed, implemented, and managed within multiple business sectors (Electric, Oil & Gas, Banking)
- Regulatory Standards – experience in NERC, TSA Directives, HIPPA, PCI, GDPR
- Information Security & Compliance Frameworks – ISO, COBIT, COSO, NIST CSF
- IT Control Center Management – designed, developed, and implemented
- Internal Process Controls - designed, implemented, and managed
- Enterprise Security Risk Management – implemented and managed
- Executive and business area communications – implemented and managed
- Physical security systems – planned new installations
- Holistic security risk assessments (cyber, physical, personnel, critical dependencies) – conducted
- Personnel and access control – designed, developed, implemented, and managed
- Compliance auditing – conducted and led audits
- Business continuity and disaster recovery – designed, developed, implemented, and managed
- Emergency management/incident response – designed, developed, and implemented

PROFESSIONAL EXPERIENCE

Archer Energy Solutions, LLC

2014-Present

- **Managing Partner & Senior Security Consultant.** Serving as one of the partners at Archer Energy Solutions, LLC since 2014. Project work includes NERC CIP Compliance consultation and hands-on support, security leadership advisement, security program development, security risk assessments, and security control/process design. Stacy specializes in security/compliance gap analysis, security policy and process design, and risk-based assessments. NERC CIP audit experience is often leveraged to help utilities prepare for upcoming audits. Recent activity has been focused on developing enterprise-level programs that
-



support transitioning to sustainable compliance solutions. Mr. Bresler also oversees Archer's financial and back office endeavors, including accounts payable, accounts receivable, payroll, and insurance management.

Stacy has been directly involved in some of North America's largest utilities NERC CIP compliance program enhancement projects, including transformation needs and overcoming significant non-compliance violations situations. Stacy has also supported many complex technology projects in the energy sector. He has been engaged by organizations such as APS, Conoco Oil, Duke Energy, KCP&L (now Evergy), MISO, Chevron, and DTE.

Energy Sector Security Consortium, Inc. (EnergySec)

2010-Present

- **Vice President, Outreach and Operations.** As one of the founders of EnergySec, Stacy was part of the team that led this grassroots, all-volunteer non-profit organization to become the recipient of the National Electric Sector Cybersecurity Organization collaborative award from the Department of Energy, a \$5.9 million grant. Stacy's responsibilities as an executive of this organization are to support outreach efforts designed to increase awareness of good security practices, promote innovative security solutions, and establish forums to discuss (and find solutions to) cybersecurity challenges the industry faces. Stacy is also responsible for building learning opportunities that help the industry improve its security and compliance posture.

Western Electricity Coordinating Council

2009-2010

- **Senior Compliance Engineer.** As a senior compliance engineer at WECC, Mr. Bresler was tasked with performing and leading spot checks, self-certification/self-report reviews, audits, and investigations of the entities registered with WECC. These audits were primarily regarding the CIP Standards, CIP-001 through CIP-009. Additionally, Stacy performed the following activities: Participated in Regional forums to drive consistent audit approaches; engaged in industry working groups to stay abreast of process control security issues/solutions; provided input to the standards development team to help ensure the requirements were auditable; developed internal processes/practices to gain efficiencies; and, took part in WECC outreach activities (discussions, Q&A, workshops, etc.).

The team's focus, of which Stacy was a valued member, was to consistently and fairly audit the cyber security standards as written to improve reliability with good security practices in mind. Stacy audited more than 60 responsible entities.

PacifiCorp

2001-2009

- **Chief Information Security Manager (CISO).** When hired, PacifiCorp had no security program. Stacy led the organization through the many challenges of developing a culture of security. This was done by creating formal security governance and assurance programs focusing on risk management. Stacy utilized standards such as the NIST 800 series, COSO, CobiT, and ITIL to help assure completeness in these programs. He was a leader in defining and managing security controls to comply with security-centric regulations such as Sarbanes-Oxley and the Critical Infrastructure Protection Standard (CIPS).

By implementing security practices such as formal patch management, vulnerability management, threat management, log management, and security awareness programs, Mr. Bresler built a successful security program at PacifiCorp. His primary focus was developing security solutions that matched the complexity and uniqueness of industrial control environments.

This role required him to present to executives and senior management regularly. The chief information security officer position also required Stacy to build relationships outside the organization - a practice he has considerable experience in. Stacy managed multi-million dollar budgets and a highly skilled security team. Through these efforts, Mr. Bresler demonstrated superior business acumen.



U.S. Bancorp

1999-2001

- **Sr. Information Security Consultant.** Mr. Bresler was responsible for guiding business units and IT on all things related to information security. He was also responsible for designing and implementing the intrusion detection system at U.S. Bancorp. Stacy worked with the business areas to build solutions that resolved OCC, external/internal audit, and regulatory security findings. Mr. Bresler was assigned to focus on management and security awareness projects, including supporting the security controls for U.S. Bancorp's first online banking solution. During Stacy's tenure at U.S. Bancorp, he was the security lead on 37 different Internet application projects that varied in complexity from content management solutions to secure file transfer solutions between financial partners [CheckFree, Derivion/Metavante, etc.].

T.H.I.S. Computer Solutions

1997-1999

- **Director of Services.** Stacy performed daily management of outsourced staff, created business opportunities, and provided short- and long-term consulting services. He was also responsible for creating the T.H.I.S. internet service provider service. He helped implement communication links with hundreds of businesses in the Pacific Northwest - including installing communication devices, working with upstream communication providers, and designing complex technology solutions for organizations such as Hewlett-Packard, Conoco Oil, and the Fort James paper plant.

MasTech

1996-1997

- **Sr. Consultant.** This work was conducted onsite as a Microsoft Exchange Consultant at Chevron in San Ramon, California. Overall responsibilities included consulting Chevron on migration procedures for MSMail and SMTP users to Exchange, developing support strategies for 33 domestic servers in a single site, MSMail infrastructure and client base, documenting Chevron-specific processes for support, installation, and migration of Exchange server components and client components.

EDUCATIONAL HISTORY

University of Oregon – 1988

PROFESSIONAL CERTIFICATIONS/TRAINING

Certifications Held

- Certified Information Security Manager (CISM)
- Certified Information Security Auditor (CISA)
- Certified Information System Security Professional (CISSP)
- SANS GIAC Security Essentials (GSEC)
- Microsoft Certified System Engineer (MCSE)
- Cadence Project Management Certified

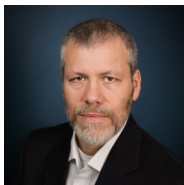
Training

- Regional Leadership Forum Training (Society of Information Management program)
 - Pathways to Leadership Training
 - DHS OPSEC for Controls Certification of Training
 - DHS Cyber Security for Control Systems Engineers
 - NERC: Fundamentals of Auditing for NERC Compliance Team Leaders
 - NERC: Completion of Fundamentals of Auditing
 - Air Force: Morse Code Training
 - Air Force: Radar Operation Training
-



AWARDS

- National Cyber Security Leadership Award, SANS Institute, 2008
 - Star Award, Internal Audit recognizing outstanding leadership and performance, 2007
 - Certificate of Excellence, Outstanding performance in completing the Society of Information Management's Regional Leadership program, 2005
 - Pathways to Leadership Certification of Completion, 2003
 - Certification of Appreciation for Outstanding contributions in all security projects, Karlin Bohnert, VP and CTO, 2002
 - Star Award, Outstanding performance, Rich Wale, Sr. VP and CIO, 2001
-



STEVEN PARKER
Principal Consultant

SUMMARY

Steven Parker is a seasoned security and compliance consultant who has been in the energy industry since 2001. He has extensive expertise in critical infrastructure protection within the energy sector. He was part of the original audit team that established the NERC CIP audit program at the Western Electricity Coordinating Council (WECC). He designed, developed, and has taught NERC CIP education courses to thousands of professionals. His experience includes a broad range of security disciplines including e-commerce, identity management, intrusion detection, forensics, incident response and investigations, security event monitoring, and NERC CIP compliance.

SKILLS

- Information and Control System Audits – scoped, estimated, planned and executed
- Regulatory Standards – experience in NERC CIP, TSA
- Information Security Frameworks – NIST, ES-C2M2
- Internal Controls – design, documentation, audit
- Identity and Access Management – design and implement
- Security Architecture – risk assessment, controls design and specification
- Enterprise Security Risk Management – implemented and managed
- Incident Response and Investigations – implemented and managed
- Cyber Vulnerability Assessments – conducted
- Professional education – curriculum development, course design, and instruction

PROFESSIONAL EXPERIENCE

Archer Energy Solutions, LLC

2014-Present

- **Managing Partner / Senior Security and Compliance Consultant.** Serving as one of the partners at Archer Energy Solutions, LLC since 2014. Project work includes NERC CIP compliance and security technology. Steve has many years of NERC CIP audits under his belt and has been supporting the maturation of security controls for utilities since 2001. Steve also serves as Chief Financial Officer with duties including contract reviews and corporate taxes (domestic and international).

Energy Sector Security Consortium, Inc. (EnergySec)

2010-Present

- **President. 2013-Present.** Responsible for overall strategy, leadership, and oversight of a non-profit organization supporting cyber security initiatives in the energy sector. Leading the development of educational and workforce development programs, including apprenticeships. Provide industry thought leadership and outreach, including public speaking and partnerships with other industry organizations.
- **Vice President, Technology Research and Projects. 2010-2013.** Responsible for technology related projects, research, and activities in support of a U.S. Department of Energy cooperative agreement to form the National Electric Sector Cybersecurity Organization. Developed program strategies, interfaced with DOE project management, and performed industry outreach.

Western Electricity Coordinating Council

2009-2010

- **Senior Compliance Engineer.** Served as a staff expert in cybersecurity and as a senior auditor for the NERC CIP standards. Participated in CIP audits and investigations, including duty as team leader. As a member of the CIP Compliance Working Group, contributed to the development of audit practices and approaches throughout all eight NERC regions. Provided outreach to NERC registered entities via established WECC
-



user group meetings, open mic calls and direct response to submitted questions. Actively participated in the Compliance Monitoring and Enforcement Program via review of Self Reports, Mitigation Plans and other compliance monitoring products. Consulting and advisory services specific to critical infrastructure security and regulatory guidance in areas such as strategic executive advisory, regulatory and legislative landscape, NERC Critical Infrastructure Protection (CIP) audit preparation, gap analysis, self-certification, compliance support, program implementation, training and technical remediation.

PacifiCorp

2001-2009

- **Senior Security Consultant.** Responsible for review and consulting for technology projects; incident response and investigations; support of enterprise log management system; writing security position papers and recommendations; and review and approval of firewall configurations. Gained more than two years of mainframe security experience (CA Top Secret); redesigned mainframe security profiles in response to internal audit findings; designed network perimeter for e-commerce, internet, and extranet environments; designed and developed log management system; ensured compliance with cyber security requirements of FERC Order 706 (NERC CIP); served as lead forensic investigator for all security incidents; and wrote corporate security policies.

U.S. Bancorp

2000-2001

- **Security Consultant.** Responsible for security oversight of Windows NT and Novell eDirectory environments. Administered PKI solution used for merchant customer authentication; made recommendations on firewall configurations and other perimeter protection technologies; developed specifications for security configurations for both internal and external Novell Directory Services directories; researched new technologies and provided recommendations for secure implementation; provided 3rd-level support for security issues on distributed platforms, including NT, Novell, firewalls, proxy servers and PKI infrastructure. Designed and deployed IDS system. Designed and implemented LDAP-based authentication and authorization strategy for intranet applications. Implemented LDAP-based authentication for corporate-wide HR system.

Nextel Communications

1997-2000

- **PC/Lan Technician, TekSystems.** Provided desktop and server support for sales, engineering and administrative staff. Supported phone, PBX, and voicemail for local offices.

Portland State University

1997

- **Computer Action Team Member.** Provided 1st level support for students and faculty. Participated in the UNIX systems administration training program. Co-developed Perl-based systems monitoring package and associated web interface.

EDUCATIONAL HISTORY

Portland State University – 1996-1998

PROFESSIONAL CERTIFICATIONS/TRAINING

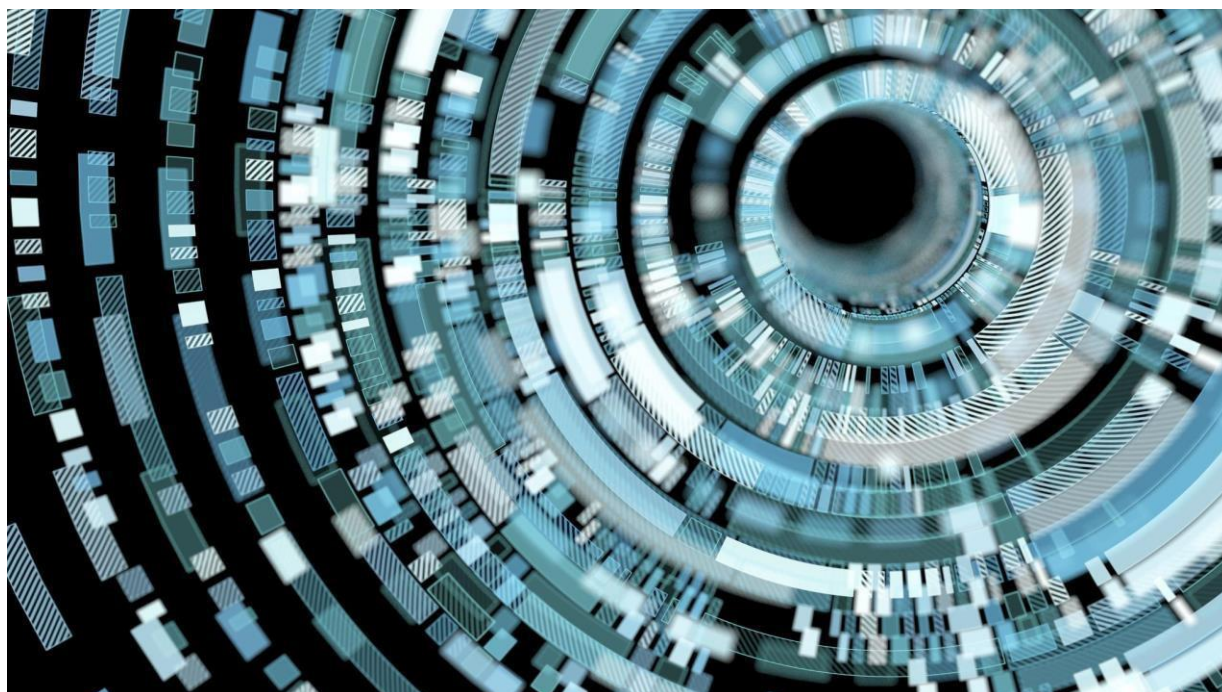
Past Certifications/Training

- Certified Information Systems Security Professional (CISSP)
 - Certified Information Systems Auditor (CISA)
 - Snort Certified Professional (SnortCP)
 - Novell CNA
 - SANS GSEC
-



ARCHER

Archer Energy Solutions, LLC



PREPARED FOR: Colorado River Commission of Nevada
SUBMITTAL: December 17, 2024
PROPOSAL: IT Cybersecurity Risk Assessment Price Proposal

CONTACT
Stacy J. Breiler
Managing Partner
503-789-5515

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Pricing Proposal

For the Colorado River Commission of Nevada

Project: IT Cybersecurity Risk Assessment
Solicitation: 69CRC-S3063

Proposer: Archer Energy Solutions, LLC

Date: December 17, 2024

DUNS: 079611944 **FEIN:** 47-1375299

Not To Exceed Pricing

Archer proposes a not-to-exceed price of \$45,510.00 to perform the work proposed in this bid. We will bill for actual time worked at the submitted rates with total billing for labor not to exceed \$45,510.00

Travel Costs

Since portions of the work proposed will require our staff to be onsite at CRC facilities, we will bill for actual travel expenses in accordance with CRC and/or State of Nevada travel expense policies. For budgeting purposes, we estimate approximately \$2500 in travel costs for roughly one week onsite.

Approval Process

Archer will seek prior written approval from the CRC before incurring any travel-related expenses. This ensures alignment and transparency regarding costs.

Reimbursement Policy

Our reimbursable travel expenses will adhere to the following standards unless CRC has other policies we must adhere to:

- **Meals:** Billed in accordance with the General Services Administration (GSA) per diem rates for the applicable location.
- **Airfare:** Billed at actual costs, using standard economy class fares.
- **Transportation:** Billed at actual costs, including rental cars, rideshares, or mileage (if personal vehicles are used).
- **Lodging:** Billed at actual costs, subject to prevailing GSA rates or similar reasonable standards for the applicable location.

Billing Method

Approved travel expenses will be invoiced on a reimbursement basis alongside our monthly labor invoices. All reimbursable costs will include supporting documentation to ensure accuracy and compliance.

Attachment E

Cost Schedule

COST SCHEDULE
Engineering Services

Vendor Name Archer Energy Solutions, LLC

Direct Labor – Job Titles	Hourly Rate
A. Managing Partner	\$ 265.00
B. Senior Security Consultant	\$ 245.00
C. Project Manager	\$ 160.00
D.	\$
E.	\$
F.	\$
G.	\$
H.	\$
I.	\$
J.	\$

Attachment H

Vendor Information Response

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:	
Company Street Address:	
City, State, Zip Code:	
Telephone Number, including area code:	
Toll Free Number, including area code:	
Email Address:	

1.2 CONTACT PERSON FOR QUESTIONS/CONTRACT NEGOTIATIONS

Requested Information	Response
Name:	
Title:	
Address:	
City, State, Zip Code:	
Email Address:	
Telephone Number, including area code:	
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:	
Ownership (sole proprietor, partnership, etc.):	
State of Incorporation:	
Date of Incorporation:	
# of years in business:	
List of top officers:	
Location of company headquarters, to include City and State:	
Location(s) of the office that shall provide the services described in this RFP:	
Number of employees locally with the expertise to support the requirements identified in this RFP:	
Number of employees nationally with the expertise to support the requirements in this RFP:	
Location(s) from which employees shall be assigned for this project:	

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:				
Legal Entity Name:				
Is the Legal Entity Name the same name as vendor is Doing Business As (DBA)?	Yes		No	
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		No	

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		No	
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		No	

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		No	

4. NAME OF INDIVIDUAL AUTHORIZED TO BIND THE ORGANIZATION

Requested Information	Response
Name:	
Title:	

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:	

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:	
Print Name:	
Signature:	
Date:	

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		No	
Justification for Confidential Status:					
Company Name:					
Signature:					
Print Name:					
Date:					

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:	
Project Title:	
Print Name of Official Authorized to Sign Application:	
Signature of Official Authorized to Sign Application:	
Date:	